



City of Portola
AGENDA

Regular Meeting
November 13, 2024 06:00 PM
35 Third Ave, Portola, CA 96122
REMOTE MEETING LOCATION
1800 28th Court, Coos Bay Oregon 97420
<https://www.cityofportola.com/>

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

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 for regular meetings will also be accepted via email sent to the Administrative 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. Roll Call
- B. Pledge of Allegiance

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 five minutes ordinarily, unless the presiding officer indicates a different amount will be allotted.

3. City Communications

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

- A. City Council Communications
- B. Reports: Beckwourth Peak Fire Protection District/Plumas County Sheriff/Northern Sierra Air Quality
- C. Staff Communications
- D. Interim City Manager 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 - Resolution No. 2599

October 23, 2024 Checks 46333-46387 \$117,692.73

November 13, 2024 Checks 46388-46519 \$112,070.21

Total AP \$229,762.94

Updated information on check numbers and the resolution will be available by the meeting.

B. Adopt minutes of the October 9, 2024 Regular Meeting

C. Proclamations for Emergencies - Renew the Emergency declaration for both the 2023 Winter storms and the Gold Complex Fire.

5. Modify the meeting dates for November and December

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

The City Council will consider cancellation of the November 27th and December 25th meetings.

6. "Plan for Power Outage" Flyer

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

Review a flyer produced by Lori Pini at CalOES. Consider directing staff to include the flyer in the December utility bills.

7. American Rescue Plan Act/State and Local Fiscal Recovery Fund usage of balance.

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

Discuss the possible uses of the balance of the funds.

8. Closed Session

☒ Discussion ☒ Possible Action  [Comment](#)

A. Litigation - Pending/Existing Litigation

Closed Session Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation – Claim of Jason Shaw

B. Litigation - Pending/Existing Litigation

Conference with Legal Counsel - Existing Litigation Pursuant to Gov. Code Section 54956.9 (d)(1) Conference with Legal Counsel, Existing Litigation – Claim of Lindsey Shaw

C. Public Employee Appointment

Closed Session pursuant to Government Code Section 54957 – Public Employee Appointment City Manager

9. Report from Closed Session

☒ Discussion ☒ Possible Action  [Comment](#)

10. City Manager Employment Agreement

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

City Council will consider approving an employment agreement for a City Manager

11. Adjournment



Outlook

Fire District Update for Council

From Jack Rosevear <chiefrosevear@beckpeakfpd.com>

Date Tue 10/22/2024 6:35 PM

To City Manager <CityManager@cityofportola.com>

 1 attachments (170 KB)

EprBI (1).pdf;

Hi Susan- I thought a little background of the District formation would be in order, and how we are staffed. There is some belief that there is lots of money being thrown around and there is a lot of staff available. While we have made improvements, there is much to be done for the future. Our responses to the east side of the District have raised a few questions which should be addressed.

2024 calls for service to date: 549 (Call type breakdown attached)

The Fire District, in its formation, inherited a response agreement for the Hallelujah Junction/395 corridor. We respond, in that area, to an average of three emergency responses per month, usually vehicle accidents or fires. Apparatus that respond are from the Chilcoot and Beckwouth fire stations. Initial personnel responding live in the Sierra Valley-Vinton/Chilcoot communities.

When we respond to these calls in the east, we make sure there is adequate firefighter coverage within the District, in the event of another emergency response, such as in the Portola area. We also get assistance from Graeagle FD and the US Forest Service, when available. In the next few weeks, Cal Fire will assist us with radio communications and resource ordering for incidents in the 395 corridor, where radio communications with Sheriff's Dispatch are limited. Sheriff's Dispatch will activate our radio pagers and send us to the call; while responding we will switch our radio channel over to Cal Fire/Lassen County Fire Dispatch and manage the call from there. This is the Fire District's first agreement with Cal Fire.

Now that the tax bills have gone out, we are getting calls from property owners about the new special fire tax and the exemption process. The District grants exemptions for contiguous undeveloped parcels which are used for agricultural or timber production. The District also grants exemptions for low income property owners, which meets specified criteria. The County Auditor is allowing property owners to be considered for a tax bill adjustment, with confirmation from the Fire District. The Fire District only accepts exemptions by May 15th of each year, but with the County's cooperation, we are able to review and confirm to the County, at this time. Please contact Chief Rosevear at 530-816-0525 for more information.

The formation of the Fire District, and consolidation of five Special Districts, created a response area of almost 500 square miles. The majority of our calls for service are in the general Portola

area. We have 35 personnel, which includes a full time Fire Chief, three full time firefighters, a part time finance officer and part time Board Clerk. Most of our personnel are part-time paid/reimbursed volunteers, who are committed to the District and their Community. We strive to maintain two personnel on duty each day, supplemented by responders coming from home or work (along with our mutual aid partners). Our budget for firefighters allows modest pay, with no benefits, health plan or retirement plan. Fire District staffing comes from the Districts of Beckwourth and Sierra Valley, organizations which have strong backgrounds in volunteering. In the formation of the Beckwourth Peak Fire District, the new funding has allowed volunteers to be reimbursed for fuel and expenses.

As we move forward, the new District will grow and strengthen. Our resources are limited but our personnel are committed to each other, in service to the Community. The Fire Board is committed to solid fiscal management, planning and stability. This is an organization to be proud of. We appreciate the support and partnership of the City of Portola. I will continue to report with progress and issues of importance to the City.

End

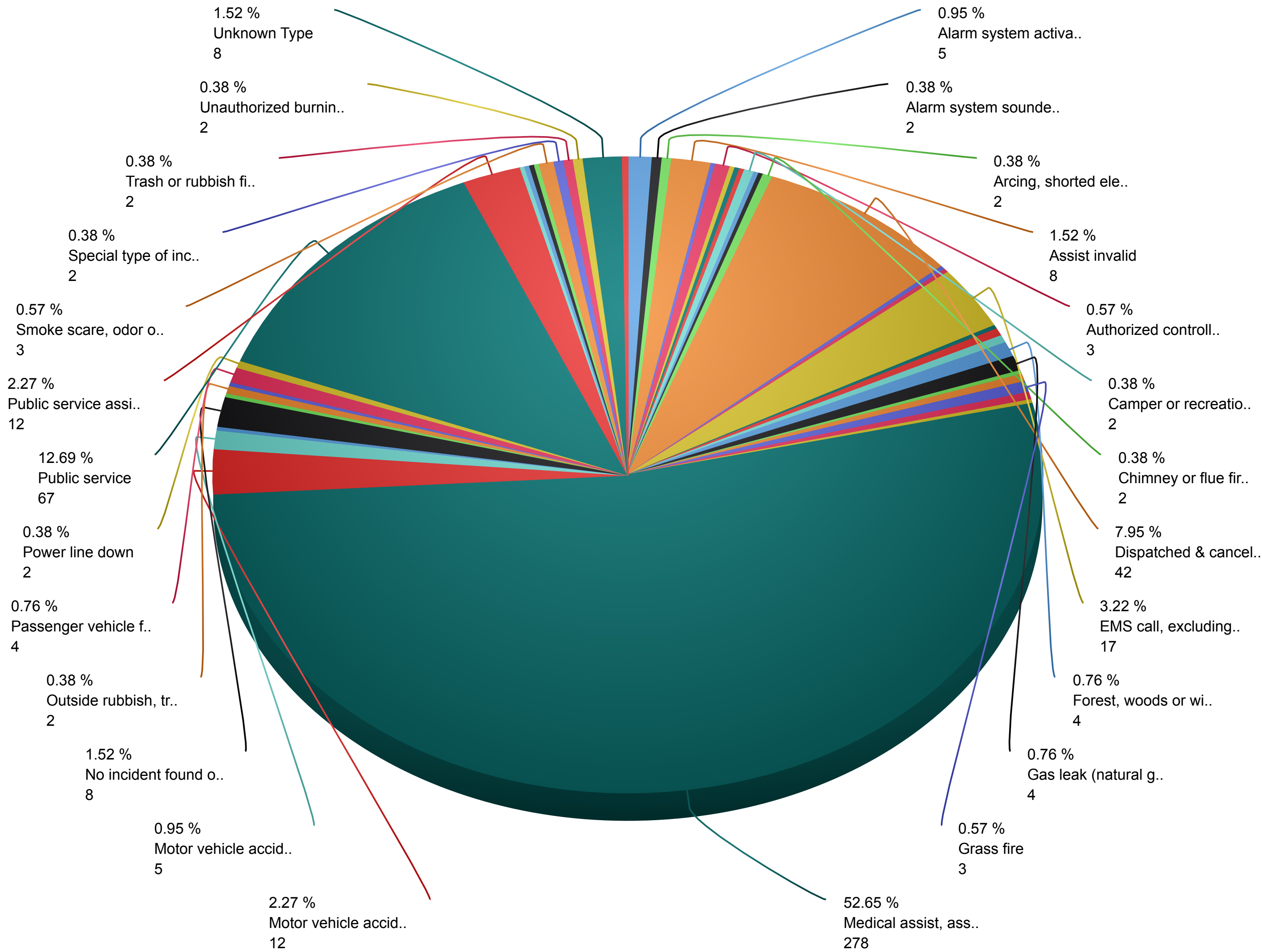
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Jack Rosevear, Fire Chief
Beckwourth Peak Fire Protection District
180 Main Street
Beckwourth, CA 96122
Office: 530-832-1008
Cell: 530-816-0525

Analysis by Detailed Incidents Type

01/01/2024-12/31/2024

- Alarm system activation, no fire - unintentional
- Alarm system sounded due to malfunction
- Arcing, shorted electrical equipment
- Assist invalid
- Assist police or other governmental agency
- Authorized controlled burning
- Brush or brush-and-grass mixture fire
- Building fire
- Building or structure weakened or collapsed
- Camper or recreational vehicle (RV) fire
- Carbon monoxide detector activation, no CO
- Carbon monoxide incident
- Chimney or flue fire, confined to chimney or flue
- Dispatched & canceled en route
- Electrical wiring/equipment problem, other
- Emergency medical service incident, other
- EMS call, excluding vehicle accident with injury
- Excessive heat, scorch burns with no ignition
- False alarm or false call, other
- Fires in structure other than in a building
- Forest, woods or wildland fire
- Gas leak (natural gas or LPG)
- Gasoline or other flammable liquid spill
- Good intent call, other
- Grass fire
- Hazardous condition, other
- HazMat release investigation w/no HazMat
- Medical assist, assist EMS crew
- Motor vehicle accident with injuries
- Motor vehicle accident with no injuries.
- Municipal alarm system, malicious false alarm
- No incident found on arrival at dispatch address
- Outside rubbish fire, other
- Outside rubbish, trash or waste fire
- Outside storage fire
- Passenger vehicle fire
- Power line down
- Public service
- Public service assistance, other
- Rail vehicle fire
- Rescue or EMS standby
- Severe weather or natural disaster, other
- Smoke detector activation due to malfunction
- Smoke scare, odor of smoke
- Special type of incident, other
- Trash or rubbish fire, contained
- Unauthorized burning
- Unknown Type
- Water or steam leak



Total of Detailed Incident Type: 528

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000025	AUTO & TRUCK ELECTRIC IN							
I-202410172750	AUTO & TRUCK ELECTRIC	R	10/21/2024			046333		
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	BAT / STARTER		165.11				
720 311-600.08	VEHICLE REPAIR & MAINTENANCE	BAT / STARTER		165.10				330.21
000033	UES							
I-202410172740	OUTSIDE SERVC; 3RD QTR SAMPLIN	R	10/21/2024			046334		
730 311-600.51	TESTING	OUTSIDE SERVC; 3RD Q		5,181.18				5,181.18
000047	ALL ELECTRIC MOTORS INC							
I-202410172742	ALL ELECTRIC MOTORS INC	R	10/21/2024			046335		
710 325-600.07	EQUIPMENT REPAIR/MAINTENANCE	MOTOR, OVERHAUL, BEA		376.58				376.58
000069	MARLIN LEASING CORP - PEAC							
I-202410212776	MARLIN LEASING CORP - PEAC	R	10/21/2024			046336		
100 111-600.48	EQUIPMENT LEASE	COPIER LEASE PYMT		134.93				
100 113-600.48	EQUIPMENT LEASE	COPIER LEASE PYMT		134.93				
710 311-600.48	EQUIPMENT LEASE	COPIER LEASE PYMT		89.96				
720 311-600.48	EQUIPMENT LEASE	COPIER LEASE PYMT		89.96				449.78
000078	CLARK PEST CONTROL							
I-202410212762	CLARK PEST CONTROL	R	10/21/2024			046337		
100 413-600.45	BUILDING EXPENSE	CLARK PEST CONTROL		98.00				98.00
000082	GLEASON & ASSOCIATES, INC							
I-202410212764	GLEASON & ASSOCIATES, INC	R	10/21/2024			046338		
100 111-600.18	PROFESSIONAL SERVICES	GLEASON & ASSOCIATES		875.00				875.00
0003	ACME RIGGING							
I-202410172748	ACME RIGGING	R	10/21/2024			046339		
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	BEVEL BAR PLATE, PLO		971.38				
710 311-600.08	VEHICLE REPAIR & MAINTENANCE	BEVEL BAR PLATE, PLO		971.38				
720 311-600.08	VEHICLE REPAIR & MAINTENANCE	BEVEL BAR PLATE, PLO		971.39				2,914.15
0010	AMAZON CAPITOL SERVICES							
I-202410172749	AMAZON CAPITAL SERVICES	R	10/21/2024			046340		
710 311-600.06	MATERIALS AND SUPPLIES	VARIOUS		100.98				
710 311-600.08	VEHICLE REPAIR & MAINTENANCE	VARIOUS		156.77				
100 111-600.06	MATERIALS AND SUPPLIES	VARIOUS		350.55				
720 311-600.06	MATERIALS AND SUPPLIES	VARIOUS		108.11				
720 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	VARIOUS		180.05				
207 315-600.06	MATERIALS AND SUPPLIES	VARIOUS		78.41				
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	VARIOUS		254.52				
208 317-600.06	MATERIALS AND SUPPLIES	VARIOUS		156.77				
710 311-700.36	SYSTEM IMPROVEMENTS	VARIOUS		2.00CR				
100 411-600.07	EQUIPMENT REPAIR/MAINTENANCE	VARIOUS		175.10				1,559.26

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0015	AMERIGAS							
I-202410172751	AMERIGAS	R	10/21/2024			046341		
720 311-600.04	GAS AND ELECTRIC	PROPANE - PUB WKS		477.99				
100 211-600.04	GAS AND ELECTRIC	PROPANE - S FIRE		12.86				490.85
0021	AT&T							
I-202410172752	AT&T	R	10/21/2024			046342		
710 311-600.05	TELEPHONE	800 #		2.21				
720 311-600.05	TELEPHONE	800 #		2.22				4.43
0025	ATLAS COPCO COMPRESSORS, LLC							
I-202410172753	ATLAS COPCO COMPRESSORS, LLC	R	10/21/2024			046343		
710 325-600.07	EQUIPMENT REPAIR/MAINTENANCE	WATER TRMT/LABOR		2,812.61				2,812.61
0027	BASTIAN ENGINEERING							
I-202410172754	BASTIAN ENGINEERING	R	10/21/2024			046344		
216 315-700.50	SOUTHSIDE STIP	PRINCIPLE ENGINEER,		575.21				575.21
0034	CAPITAL ONE TRADE CREDIT							
I-202410212759	CAPITAL ONE TRADE CREDIT	R	10/21/2024			046345		
710 311-600.06	MATERIALS AND SUPPLIES	CAPITAL ONE TRADE CR		21.44				
720 311-600.06	MATERIALS AND SUPPLIES	CAPITAL ONE TRADE CR		21.45				42.89
0039	BULLET INFORMATION TECHNOLOGY							
I-202410212758	BULLET INFORMATION TECHNOLOGY	R	10/21/2024			046346		
720 311-600.48	EQUIPMENT LEASE	IT GENERAL MAINTENAN		435.75				
710 311-600.18	PROFESSIONAL SERVICES	IT GENERAL MAINTENAN		581.00				
100 413-600.06	MATERIALS AND SUPPLIES	IT GENERAL MAINTENAN		435.75				1,452.50
0046	EMPIRE SOUTHWEST, LLC							
I-202410212765	EMPIRE SOUTHWEST, LLC	R	10/21/2024			046347		
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	OIL CAT HYDRO		236.02				
720 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	OIL CAT HYDRO		236.02				472.04
0052	CITY OF PORTOLA							
I-202410212760	CITY OF PORTOLA	R	10/21/2024			046348		
100 414-601.10	WATER	WATER		226.20				226.20
0054	CLIFTONLARSONALLEN LLP							
I-202410212761	CLIFTONLARSONALLEN LLP	R	10/21/2024			046349		
100 113-600.11	AUDITING FEES	2ND INSTALLMENT - AU		6,918.20				
207 315-600.11	AUDITING FEES	2ND INSTALLMENT - AU		768.69				
208 317-600.11	AUDITING FEES	2ND INSTALLMENT - AU		512.46				
710 311-600.11	AUDITING FEES	2ND INSTALLMENT - AU		6,918.20				
720 311-600.11	AUDITING FEES	2ND INSTALLMENT - AU		6,918.20				
730 311-600.11	AUDITING FEES	2ND INSTALLMENT - AU		2,306.07				
215 117-600.11	AUDITING FEES	2ND INSTALLMENT - AU		1,281.16				25,622.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	LES SCHWAB TIRE CENTER							
I-202410212773	LES SCHWAB TIRE CENTER	R	10/21/2024			046350		
710 311-600.08	VEHICLE REPAIR & MAINTENANCE	LES SCHWAB TIRE CENT		1,429.07				
720 311-600.08	VEHICLE REPAIR & MAINTENANCE	LES SCHWAB TIRE CENT		1,178.25				
207 315-600.07	EQUIPMENT REPAIR/MAINTENANCE	LES SCHWAB TIRE CENT		29.00				2,636.32
0062	CSG CONSULTANTS, INC.							
I-202410162707	CSG CONSULTANTS, INC.	R	10/21/2024			046351		
100 212-600.95	CODE ENFORCEMENT	CSG CONSULTANTS, INC		1,437.50				1,437.50
0063	CURRENT ELECTRIC & ALARM, INC							
I-202410172725	CURRENT ELECTRIC & ALARM, INC	R	10/21/2024			046352		
100 413-600.45	BUILDING EXPENSE	SECURITY SYST & MONI		135.00				
100 111-600.45	BUILDING EXPENSE	SECURITY SYST & MONI		135.00				
100 411-600.45	BUILDING EXPENSE	SECURITY SYST & MONI		90.00				
710 325-600.45	BUILDING EXPENSE	SECURITY SYST & MONI		195.00				555.00
0081	EVEREST INFRASTRUCTURE PARTNER							
I-202410212766	EVEREST INFRASTRUCTURE PARTNER	R	10/21/2024			046353		
100 111-600.06	MATERIALS AND SUPPLIES	NOV RENT		32.83				
100 212-600.06	MATERIALS AND SUPPLIES	NOV RENT		32.83				
100 211-600.26	COMMUNICATION EXPENSE	NOV RENT		32.83				
208 317-600.06	MATERIALS AND SUPPLIES	NOV RENT		32.84				
710 311-600.26	COMMUNICATION EXPENSE	NOV RENT		32.84				
720 311-600.26	COMMUNICATION EXPENSE	NOV RENT		32.83				197.00
0086	FOLCHI LOGGING & CONSTR., INC.							
I-202410212767	FOLCHI LOGGING & CONSTR., INC.	R	10/21/2024			046354		
710 311-600.76	LINE REPAIR	ROAD BASE		793.65				793.65
0090	GRAINGER INC							
I-202410212768	GRAINGER INC	R	10/21/2024			046355		
207 315-600.06	MATERIALS AND SUPPLIES	STREET SIGN MOUNTING		457.40				
720 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	GRAINGER INC		119.29				576.69
0103	IEDA							
I-202410212770	IEDA	R	10/21/2024			046356		
100 111-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		13.69				
100 113-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		6.91				
100 114-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		6.07				
100 311-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		13.68				
207 315-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		12.42				
208 317-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		15.80				
710 311-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		103.81				
720 311-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		80.96				
730 311-510.01	PERSONNEL COSTS	LABOR RELATIONS FEES		9.44				262.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	INTERMOUNTAIN DISPOSAL							
I-202410212769	INTERMOUNTAIN DISPOSAL	R	10/21/2024			046357		
100 413-600.94	REFUSE COLLECTION	DUMPSTER		15.40				
100 111-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		172.66				
710 311-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		161.84				
720 311-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		161.84				
720 311-600.18	PROFESSIONAL SERVICES	INTERMOUNTAIN DISPOS		228.67				
100 411-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		215.24				955.65
0111	JEFFERSON SUPPLY COMPANY							
I-202410212771	JEFFERSON SUPPLY COMPANY	R	10/21/2024			046358		
720 311-600.76	LINE REPAIR	PIPE		297.30				297.30
0114	JORDAN'S TRUCK & TRAILER							
I-202410212772	JORDAN'S TRUCK & TRAILER	R	10/21/2024			046359		
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	CUTTING EDGE		295.92				
710 311-600.08	VEHICLE REPAIR & MAINTENANCE	JORDAN'S TRUCK & TRA		295.93				
720 311-600.08	VEHICLE REPAIR & MAINTENANCE	JORDAN'S TRUCK & TRA		295.92				887.77
0135	MANGHAM GLASS							
I-202410212774	MANGHAM GLASS	R	10/21/2024			046360		
100 411-600.45	BUILDING EXPENSE	INSTALLATION OF GLAS		210.80				210.80
0136	MANHARD CONSULTING							
I-202410212775	MANHARD CONSULTING	R	10/21/2024			046361		
100 117-600.18	PROFESSIONAL SERVICES	CONTRACT PLANNING		3,307.50				3,307.50
0145	MILL SUPPLY, INC							
I-202410212777	MILL SUPPLY, INC	R	10/21/2024			046362		
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	HITCH / HAIR PINS/ V		841.33				
710 311-600.08	VEHICLE REPAIR & MAINTENANCE	HITCH / HAIR PINS/ V		795.80				
720 311-600.08	VEHICLE REPAIR & MAINTENANCE	HITCH / HAIR PINS/ V		795.80				2,432.93
0146	MUELLER CO. - HERSEY METERS							
I-202410212778	MUELLER CO. - HERSEY METERS	R	10/21/2024			046363		
710 311-600.70	WATER METERS	NODES		2,989.30				2,989.30
0148	NAPA SIERRA							
I-202410212779	NAPA SIERRA	R	10/21/2024			046364		
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	NAPA SIERRA		116.25				
207 315-600.07	EQUIPMENT REPAIR/MAINTENANCE	NAPA SIERRA		69.48				
208 317-600.06	MATERIALS AND SUPPLIES	NAPA SIERRA		15.44				
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	NAPA SIERRA		481.15				
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	NAPA SIERRA		25.63				707.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0159	OFFICE DEPOT							
I-202410212781	OFFICE DEPOT	R	10/21/2024			046365		
100 111-600.06	MATERIALS AND SUPPLIES		ENVELOPES & PAPER	13.93				
100 112-600.06	MATERIALS AND SUPPLIES		ENVELOPES & PAPER	3.48				
100 112-600.06	MATERIALS AND SUPPLIES		ENVELOPES & PAPER	13.93				
100 113-600.06	MATERIALS AND SUPPLIES		ENVELOPES & PAPER	13.93				
100 114-600.06	MATERIALS AND SUPPLIES		ENVELOPES & PAPER	3.48				
100 117-600.06	MATERIALS AND SUPPLIES		ENVELOPES & PAPER	3.48				
720 311-600.06	MATERIALS AND SUPPLIES		ENVELOPES & PAPER	13.93				
730 311-600.06	MATERIALS AND SUPPLIES		ENVELOPES & PAPER	3.51				69.67
0162	OPERATING ENGINEERS							
I-202410212757	OPERATING ENGINEERS	R	10/21/2024			046366		
710 311-510.01	PERSONNEL COSTS	Health Ins Stacy McG		1,157.00				1,157.00
0173	PITNEY BOWES INC							
I-202410172734	POSTAGE INK	R	10/21/2024			046367		
100 111-600.02	POSTAGE		POSTAGE INK	71.21				
100 113-600.02	POSTAGE		POSTAGE INK	71.21				
710 311-600.02	POSTAGE		POSTAGE INK	71.21				
720 311-600.02	POSTAGE		POSTAGE INK	71.21				284.84
0183	PLUMAS SANITATION, INC							
I-202410212782	PLUMAS SANITATION, INC	R	10/21/2024			046368		
710 325-600.18	PROFESSIONAL SERVICES	SEPTIC PUMP		490.00				490.00
0184	PLUMAS SIERRA RURAL ELECTRIC							
I-202410172732	PLUMAS SIERRA RURAL ELECTRIC	R	10/21/2024			046369		
710 325-600.04	GAS AND ELECTRIC	PLUMAS SIERRA RURAL		1,957.09				1,957.09
0185	PLUMAS SIERRA TELECOMMUNICAT							
I-202410172733	PLUMAS SIERRA TELECOMMUNICAT	R	10/21/2024			046370		
710 325-600.05	TELEPHONE	INTERNET		60.00				
710 311-600.05	TELEPHONE	INTERNET		54.50				
720 311-600.05	TELEPHONE	INTERNET		54.50				
100 113-600.05	TELEPHONE	INTERNET		10.90				
100 111-600.05	TELEPHONE	INTERNET		31.61				
710 311-600.05	TELEPHONE	INTERNET		27.25				
720 311-600.05	TELEPHONE	INTERNET		27.25				
100 211-600.05	TELEPHONE	INTERNET		5.45				
100 413-600.05	TELEPHONE	INTERNET		6.54				
100 413-600.05	TELEPHONE	INTERNET		109.00				387.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0188	PORTER SIMON CORPORATION							
I-202410172731	PORTER SIMON CORPORATION	R	10/21/2024			046371		
100 111-600.13	LEGAL FEES	GENERAL REP / ADDTL		5,125.45				
100 117-600.13	LEGAL FEES	GENERAL REP / ADDTL		1,397.85				
710 311-600.13	LEGAL FEES	GENERAL REP / ADDTL		1,397.85				
720 311-600.13	LEGAL FEES	GENERAL REP / ADDTL		1,397.85				
100 111-600.14	Public Records Requests	GENERAL REP / ADDTL		924.00				10,243.00
0189	PR DIAMOND PRODUCTS, INC.							
I-202410172728	PR DIAMOND PRODUCTS, INC.	R	10/21/2024			046372		
710 311-600.76	LINE REPAIR	BLADE/PIPE DRY CUTTI		1,911.00				1,911.00
0191	PRINTING SYSTEMS							
I-202410172726	PRINTING SYSTEMS	R	10/21/2024			046373		
100 111-600.06	MATERIALS AND SUPPLIES	AP CHECKS		10.08				
100 112-600.06	MATERIALS AND SUPPLIES	AP CHECKS		10.08				
100 113-600.06	MATERIALS AND SUPPLIES	AP CHECKS		10.08				
100 114-600.06	MATERIALS AND SUPPLIES	AP CHECKS		10.08				
710 311-600.06	MATERIALS AND SUPPLIES	AP CHECKS		70.57				
720 311-600.06	MATERIALS AND SUPPLIES	AP CHECKS		70.57				
730 311-600.06	MATERIALS AND SUPPLIES	AP CHECKS		10.08				
100 411-600.06	MATERIALS AND SUPPLIES	AP CHECKS		10.09				201.63
0192	PURCHASE POWER							
I-202410172730	PURCHASE POWER	R	10/21/2024			046374		
100 111-600.02	POSTAGE	POSTAGE METER		217.32				
100 113-600.02	POSTAGE	POSTAGE METER		217.32				
710 311-600.02	POSTAGE	POSTAGE METER		217.32				
720 311-600.02	POSTAGE	POSTAGE METER		217.32				
730 311-600.02	POSTAGE	POSTAGE METER		217.33				1,086.61
0218	SILVER STATE ANALYTICAL							
I-202410172737	VARIOUS	R	10/21/2024			046375		
710 311-600.51	TESTING	VARIOUS - WILLOW SPR		264.00				
720 311-600.51	TESTING	VARIOUS - INFLUENT		4,629.00				4,893.00
0220	SINDEX PRINTING & GRAPHICS INC							
I-202410172735	SINDEX PRINTING & GRAPHICS INC	R	10/21/2024			046376		
710 311-600.06	MATERIALS AND SUPPLIES	UTILITY BILLS		1,070.00				
720 311-600.06	MATERIALS AND SUPPLIES	UTILITY BILLS		1,070.00				
730 311-600.06	MATERIALS AND SUPPLIES	UTILITY BILLS		535.00				2,675.00
0231	SUCCEED.NET							
I-202410172736	SUCCEED.NET	R	10/21/2024			046377		
100 112-601.04	CITY WEB PAGE	WEB HOST,EMAIL DOMAI		33.92				
100 413-601.04	CITY WEB PAGE	WEB HOST,EMAIL DOMAI		33.93				67.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0239	THATCHER , INC							
I-202410172738	CHEMICALS	R	10/21/2024			046378		
710 325-601.12	CHEMICALS	CHEMICALS		1,253.94				1,253.94
0240	THOMAS G. VALENTINO							
I-202410172739	LABOR	R	10/21/2024			046379		
730 311-600.80	POST-CLOSURE CARE COSTS	LABOR		270.00				
730 311-600.18	PROFESSIONAL SERVICES	LABOR		1,440.00				1,710.00
0254	US BANK CORPORATE PYMT SYSTEMS							
I-202410172741	US BANK CORPORATE PYMT SYSTEMS	R	10/21/2024			046380		
100 111-600.45	BUILDING EXPENSE	VARIOUS		1,149.14				
100 212-600.06	MATERIALS AND SUPPLIES	VARIOUS		71.94				
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	VARIOUS		772.13				
710 311-600.06	MATERIALS AND SUPPLIES	VARIOUS		104.15				
100 111-600.06	MATERIALS AND SUPPLIES	VARIOUS		55.61				
100 112-600.06	MATERIALS AND SUPPLIES	VARIOUS		13.90				
100 113-600.06	MATERIALS AND SUPPLIES	VARIOUS		55.61				
100 114-600.06	MATERIALS AND SUPPLIES	VARIOUS		13.90				
100 117-600.06	MATERIALS AND SUPPLIES	VARIOUS		13.85				
720 311-600.06	MATERIALS AND SUPPLIES	VARIOUS		55.61				
710 311-600.06	MATERIALS AND SUPPLIES	VARIOUS		55.67				
730 311-600.06	MATERIALS AND SUPPLIES	VARIOUS		13.90				
100 414-600.07	EQUIPMENT REPAIR/MAINTENANCE	VARIOUS		93.11				2,468.52
1	BRIAN ATTAMA							
I-202410172755	EMPLOYEE REIMBUR	R	10/21/2024			046382		
100 212-600.32	TRAINING AND EDUCATION	BRIAN ATTAMA:		536.60				536.60
0010	AMAZON CAPITOL SERVICES							
I-202410242785	AMAZON CAPITOL SERVICES	R	10/24/2024			046384		
710 325-600.06	MATERIALS AND SUPPLIES	COMP EQUIPMENT		23.22				
710 311-600.06	MATERIALS AND SUPPLIES	COMP EQUIPMENT; BATT		77.76				
710 311-600.08	VEHICLE REPAIR & MAINTENANCE	VEHICLE PARTS		156.79				
100 111-600.06	MATERIALS AND SUPPLIES	COMPUTER		350.55				
720 311-600.06	MATERIALS AND SUPPLIES	PAINT		131.33				
720 311-600.08	VEHICLE REPAIR & MAINTENANCE	VEHICLE PARTS		156.79				
207 315-600.06	MATERIALS AND SUPPLIES	TOOLS		78.41				
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	VEHICLE PARTS		407.31				
100 411-600.07	EQUIPMENT REPAIR/MAINTENANCE	FILTER		44.88				
100 414-600.07	EQUIPMENT REPAIR/MAINTENANCE	FILTER		130.22				1,557.26
0235	SUSAN SCARLETT							
I-202410242791	SUSAN SCARLETT	R	10/24/2024			046385		
100 113-600.10	ACCOUNTING FEES	ACCOUNTING SERVICES		1,320.00				
207 315-600.10	ACCOUNTING FEES	ACCOUNTING SERVICES		495.00				
208 317-600.10	ACCOUNTING FEES	ACCOUNTING SERVICES		330.00				
215 117-600.10	ACCOUNTING FEES	ACCOUNTING SERVICES		275.00				

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0235	SUSAN SCARLETT	CONT						
I-202410242791	SUSAN SCARLETT		R 10/24/2024			046385		
710 311-600.10	ACCOUNTING FEES		ACCOUNTING SERVICES	1,430.00				
720 311-600.10	ACCOUNTING FEES		ACCOUNTING SERVICES	1,210.00				
730 311-600.10	ACCOUNTING FEES		ACCOUNTING SERVICES	440.00				5,500.00
0240	THOMAS G. VALENTINO							
I-202410242784	THOMAS G. VALENTINO		R 10/24/2024			046386		
730 311-600.80	POST-CLOSURE CARE COSTS	THOMAS G. VALENTINO		270.00				
730 311-600.18	PROFESSIONAL SERVICES	THOMAS G. VALENTINO		1,170.00				1,440.00
0255	USDA RURAL DEVELOPMENT							
I-202410242788	USDA RURAL DEVELOPMENT		R 10/24/2024			046387		
710 520-800.02	INTEREST EXPENSE	USDA RURAL DEVELOPM		16,070.71				16,070.71

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	53	117,692.73	0.00	117,692.73
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	
TOTAL ERRORS:	0			

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 111-510.01	PERSONNEL COSTS	13.69
100 111-600.02	POSTAGE	288.53
100 111-600.05	TELEPHONE	31.61
100 111-600.06	MATERIALS AND SUPPLIES	813.55
100 111-600.13	LEGAL FEES	5,125.45
100 111-600.14	Public Records Requests	924.00
100 111-600.18	PROFESSIONAL SERVICES	875.00
100 111-600.45	BUILDING EXPENSE	1,284.14
100 111-600.48	EQUIPMENT LEASE	134.93
100 111-600.94	REFUSE COLLECTION	172.66
100 112-600.06	MATERIALS AND SUPPLIES	41.39
100 112-601.04	CITY WEB PAGE	33.92
100 113-510.01	PERSONNEL COSTS	6.91
100 113-600.02	POSTAGE	288.53

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000018	I-202411062807	CINTAS CINTAS	R	11/13/2024		173.85	046388	173.85
000029	I-202411062796	COUNTRY BREEZE CLEANING COUNTRY BREEZE CLEANING	R	11/13/2024		400.00	046389	400.00
000039	I-202411062835	CAPURRO TRUCKING CAPURRO TRUCKING	R	11/13/2024		1,053.00	046390	1,053.00
000045	I-202411062813	PACE ANALYTICAL SERVICES LLC PACE ANALYTICAL SERVICES LLC	R	11/13/2024		477.65	046391	477.65
000048	I-202411072837	PACE ENGINEERING INC PACE ENGINEERING INC	R	11/13/2024		15,242.00	046392	15,242.00
000069	I-202411062818	MARLIN LEASING CORP - PEAC MARLIN LEASING CORP - PEAC	R	11/13/2024		506.93	046393	506.93
000086	I-202411062804	ADCOCK - CRESCENT TOW AND REPAI ADCOCK - CRESCENT TOW AND REPA	R	11/13/2024		2,000.00	046394	2,000.00
00005	I-202411062800	AIRGAS, INC. AIRGAS, INC.	R	11/13/2024		429.17	046395	429.17
00007	I-202411062798	ALPINE FIRE SERVICES, INC ALPINE FIRE SERVICES, INC	R	11/13/2024		164.74	046396	164.74
00008	I-202411062797	ALWAYS ANSWER ALWAYS ANSWER	R	11/13/2024		70.41	046397	70.41
0010	I-202411062834	AMAZON CAPITOL SERVICES AMAZON CAPITOL SERVICES	R	11/13/2024		856.10	046484	856.10
0015	I-202411062801	AMERIGAS AMERIGAS	R	11/13/2024		929.80	046485	929.80
0023	I-202411062799	AT&T CALNET 3 AT&T CALNET 3	R	11/13/2024		93.49	046486	93.49
0027	I-202411062803	BASTIAN ENGINEERING BASTIAN ENGINEERING	R	11/13/2024		77.50	046487	77.50
0046	I-202411062808	EMPIRE SOUTHWEST, LLC EMPIRE SOUTHWEST, LLC	R	11/13/2024		6,554.00	046488	6,554.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0052	I-202411062806	CITY OF PORTOLA CITY OF PORTOLA	R	11/13/2024		4,505.48	046489	4,505.48
0054	I-202411072839	CLIFTONLARSONALLEN LLP CLIFTONLARSONALLEN LLP	R	11/13/2024		12,377.02	046490	12,377.02
0060	I-202411062805	COSTCO COSTCO	R	11/13/2024		65.00	046491	65.00
0065	I-202411072838	D & D SEEDS AND FARM EQUIPMENT D & D SEEDS AND FARM EQUIPMENT	R	11/13/2024		6,626.64	046492	6,626.64
0078	I-202411062809	ENCOMPASS ENCOMPASS	R	11/13/2024		114.79	046493	114.79
0088	I-202411062814	GLOBALSTAR USA GLOBALSTAR USA	R	11/13/2024		1,066.35	046494	1,066.35
0090	I-202411062811	GRAINGER INC GRAINGER INC	R	11/13/2024		1,177.04	046495	1,177.04
0101	I-202411072840	HUNT & SONS, INC. HUNT & SONS, INC.	R	11/13/2024		2,790.95	046496	2,790.95
0105	I-202411062826	INTERMOUNTAIN DISPOSAL INTERMOUNTAIN DISPOSAL	R	11/13/2024		15.40	046497	15.40
0132	I-202411062815	LEWISPORT USA LEWISPORT USA	R	11/13/2024		708.23	046498	708.23
0133	I-202411062817	LIBERTY UTILITIES LIBERTY UTILITIES	R	11/13/2024		11,154.15	046499	11,154.15
0141	I-202411062819	MCI MEGA PREFERRED MCI MEGA PREFERRED	R	11/13/2024		50.02	046500	50.02
0154	I-202411062821	NORTHERN CALIFORNIA GLOVES NORTHERN CALIFORNIA GLOVES	R	11/13/2024		785.58	046501	785.58
0162	I-202411062820	OPERATING ENGINEERS OPERATING ENGINEERS	R	11/13/2024		10,192.00	046502	10,192.00
0175	I-202411062832	PLUMAS ACE HARDWARE INC PLUMAS ACE HARDWARE INC	R	11/13/2024		711.63	046503	711.63

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0188	I-202411062823	PORTER SIMON CORPORATION PORTER SIMON CORPORATION	R	11/13/2024		13,984.00	046504	13,984.00
0191	I-202411062825	PRINTING SYSTEMS PRINTING SYSTEMS	R	11/13/2024		201.63	046505	201.63
0192	I-202411062824	PURCHASE POWER PURCHASE POWER	R	11/13/2024		2,663.31	046506	2,663.31
0212	I-202411062827	SIERRA CONTROLS, LLC SIERRA CONTROLS, LLC	R	11/13/2024		2,407.87	046507	2,407.87
0218	I-202411062828	SILVER STATE ANALYTICAL SILVER STATE ANALYTICAL	R	11/13/2024		879.00	046508	879.00
0240	I-202411062829	THOMAS G. VALENTINO THOMAS G. VALENTINO	R	11/13/2024		450.00	046509	450.00
0254	I-202411062836	US BANK CORPORATE PYMT SYSTEMS US BANK CORPORATE PYMT SYSTEMS	R	11/13/2024		2,252.91	046510	2,252.91
0260	I-202411062830	VERIZON WIRELESS VERIZON WIRELESS	R	11/13/2024		504.59	046511	504.59
0260	I-202411062831	VERIZON WIRELESS VERIZON WIRELESS	R	11/13/2024		527.03	046512	527.03
0048	I-202411062810	FACTUAL DATA FACTUAL DATA	R	11/13/2024		45.00	046517	45.00
0091	I-202411062812	GRANITE CONSTRUCTION, INC GRANITE CONSTRUCTION, INC	R	11/13/2024		6,634.97	046518	6,634.97
0055	I-202411072841	LES SCHWAB TIRE CENTER LES SCHWAB TIRE CENTER	R	11/13/2024		150.98	046519	150.98

* * B A N K T O T A L S * *

REGULAR CHECKS: 42 NO# DISCOUNTS CHECK AMT TOTAL APPLIED

HANDWRITTEN CHECKS: 0 0.00 112,070.21 112,070.21

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: 42 0.00 112,070.21 112,070.21

REGISTER GRAND TOTALS *

* T O T A L S *			
REGULAR CHECKS:	NO#	DISCOUNTS	CHECK AMT
HANDWRITTEN CHECKS:	42	0.00	112,070.21
PRE-WRITE CHECKS:	0	0.00	0.00
DRAFTS:	0	0.00	0.00
VOID CHECKS:	0	0.00	0.00
NON CHECKS:	0	0.00	0.00
CORRECTIONS:	0	0.00	0.00
REGISTER TOTALS:	42	0.00	112,070.21

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	11/2024	27,441.63CR
207	11/2024	10,998.85CR
208	11/2024	8,866.69CR
215	11/2024	720.77CR
710	11/2024	25,245.51CR
720	11/2024	36,180.48CR
730	11/2024	2,616.28CR
ALL		112,070.21CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



City of Portola
Minutes
Regular Meeting
October 09, 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 Pat Morton.

A. Roll Call

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

Absent: Councilmember Leah Turner

Staff Present: Steve Gross, City Attorney; Susan Scarlett, Interim City Manager/Finance Officer

B. Pledge of Allegiance

Led by Mayor Pat Morton

2. Public Comments

Ashlee Sims comments requesting clarification of Election Code referred to by Attorney, Steve Gross.

Lindsey Shaw comments regarding recruitment process for the position of Portola City Manager.

3. City Communications

A. City Council Communications

Councilmember Bill Powers - attended the special meeting of LAFCo regarding consolidation of Indian Valley and Crescent Mills Fire Districts; attended the Tri-County Action Agency meeting; attended Portola Railroad Days; met with Regina Martinez of Plumas Rural Services regarding California Health Collaborative.

Councilmember Mikki Brown - announced the upcoming Plumas County Fire Safe Council meeting to be held on October 24, 2024 at 6:00 p.m., County Library. She attended the Las Sierra Chamber meeting and Portola Railroad Days.

Mayor Pro-Tem Jim Murphy - attended the special meeting of LAFCo; met with Regina Martinez of Plumas Rural Services; attended Portola Railroad Days.

Mayor Pat Morton - attended special meeting of LAFCo; attended Portola Railroad Days.

B. Reports: Beckwourth Peak Fire Protection District/Plumas County Sheriff/Northern Sierra Air Quality

Beckwourth Peak Fire Protection District - no report

Plumas County Sheriff - Sergeant Tom Klundby, representing the Plumas County Sheriff, gave a report and update on service calls within the City of Portola.

Northern Sierra Air Quality - Councilmember Mikki Brown gave a report and update. The Green Waste Annual Event will end on October 15, 2024.

C. Staff Communications

Attorney Steve Gross clarifies public comment by Ashlee Sims regarding Elections §17,100C, not Elections §1,700 as stated.

D. Interim City Manager Report

Interim City Manager Scarlett also attended Railroad Days and said it was a great event. She reported on the progress of the city financial audit. She has participated in a number of meetings about the bridge and also a meeting with the hospital and CalOES regarding warming center locations and coordination.

4. Consent Agenda

A. Claims - Resolution No. 2598

AP Void Checks 46230-46297

AP Checks 46298-46332

Payroll Remit Check 17436

Total Accounts payable \$80,444.58

Total Payroll \$25,582.95

Payroll Remit Check \$129.03

Total \$106,156.56

B. Adopt minutes of Special meeting September 23, 2024 and Regular meeting September 25, 2024

5. Bridge Monitoring

Mayor Pat Morton takes public comment. Ted Stout comments regarding Caltrans traffic control.

Lindsey Shaw comments regarding the bid process.

Ashlee Sims requests copies of all bids received for the bridge project.

Following brief discussion, and upon report and recommendation of staff and MGE consultant, the Council approved the installation of the bridge monitoring equipment, which is estimated at \$52,000 between the monitoring device and the installation. The Council approved a not to exceed \$65,000.

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**

6. Intermountain Disposal - Rate Increase

Following a brief discussion of the Proposition 218 process, the City Council directed staff to commence the Proposition 218 process to approve the 2025 rates. Following written notification of the proposed 2025 rates to affected residents and businesses in Portola, there is a 45-day public comment period. Staff anticipates a public hearing on the 2025 rates at a regular meeting of the City Council on December 11, 2024.

Councilmember Bill Powers motioned to approve. A second was made by Mayor Pro-Tem Jim Murphy.

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**

7. 7th Cycle Housing Element Update

Mayor Pat Morton takes public comment from Ashlee Sims and Deborah Bress.

Upon report and recommendation of staff, and following presentation by Karen Downs, Contract Planner, the City Council reviewed the updated draft of the 7th Cycle Housing Element and directed staff to submit to the State Department of Housing and Community Development.

Councilmember Bill Powers motioned to approve. A second was made by Mayor Pro-Tem Jim Murphy.

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. Plumas Unified School District Impact Fee

Susan Scarlett, Interim City Manager informs the City Council that the Plumas Unified School District Board has rescinded the impact fee.

There is discussion by the City Council regarding the two development agreements (Portola Highlands and Portola 192) and options going forward.

This matter was for discussion only, there is no action taken by the City Council.

9. Local Hazard Mitigation Plan

Upon report and recommendation of staff, the City Council formalized its intent to participate in the Plumas County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), and directed staff to begin preparation of the "light update". Fiscal impact of \$15,000.

Mayor Pro-Tem Jim Murphy 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**

10. **Adjournment**

Mayor Pat Morton adjourned the meeting at 7:32 p.m., to meet again on October 23, 2024 at 6:00 p.m.

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.

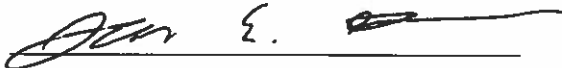
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency proclaimed herein shall be reviewed by the City Council for the need to continue it at least once every sixty (60) days until the City Council terminates the local emergency and the City Council shall proclaim the termination of the local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



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 Gold Complex Fire

WHEREAS, on or about July 22, 2024, four fires ignited in Plumas County, including the Mill Fire 1, Mill Fire 2, Mill Fire 3, and Smith Fire (collectively the “Gold Complex Fire”); and

WHEREAS, the Gold Complex Fire has created the existence of extreme peril to the safety of persons and property within the City of Portola (“City”); and

WHEREAS, the raging fire has resulted in evacuation orders and warnings requiring citizens in and around the City to be uplifted and forced from their homes and the City to evacuate City Hall; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City and requiring the combined forces of other political subdivisions to combat; and

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

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 and California Government Code Sections 8630-8634; and

WHEREAS, it would be prudent to request the Governor of the State of California to proclaim a State of Emergency for the City of Portola; and

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; and

WHEREAS, the City may proclaim a local emergency pursuant to California Government Code Sections 8630 -8634 and during periods of local emergency, the City has full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements therefor, and state agencies may provide mutual aid to the City, 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.

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, I hereby declare a local emergency due to conditions of extreme peril that the Gold Complex Fire, its impacts and responses thereto, pose to the safety of persons and property within the City.

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 Interim 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 24th day of July 2024



Mayor, City of Portola, Pat Morton

ATTEST:



Todd Roberts, Director of Public Works

I, Todd Roberts, Director of Public Works of the City of Portola, do hereby certify that the above and foregoing Proclamation was duly proclaimed by the Mayor of the City of Portola in her capacity as the Director of Emergency Services on July 24, 2024.



Todd Roberts, Director of Public Works



MEETING DATE: November 13, 2024

AGENDA ITEM: 5. Modify the meeting dates for November and December

FROM: Susan Scarlett

RE: Modify the City Council meeting schedule for November and December

BACKGROUND:

The second meeting dates of November and December are on holidays. The City has historically cancelled the second meeting of each month. A special meeting can be held if any business is urgent before the next meeting date. The dates cancelled would be November 27 and December 25.

RECOMMENDATION:

Modify the meeting dates for November and December



MEETING DATE: November 13, 2024

AGENDA ITEM: 6. "Plan for Power Outage" Flyer

FROM: Susan Scarlett

RE: Flyer for winter preparedness

BACKGROUND:

The Interim City Manager has been attending meetings with the hospital and CalOES to discuss warming centers and other winter concerns with possible power outages. Lori Pini with CalOES offered to prepare a flyer to encourage people to plan ahead for power outages. The flyer is attached.

RECOMMENDATION:

Direct staff to copy the "Plan for Power Outage" and include the flyer in the utility bills at the beginning of December.

FISCAL IMPACT:

Cost of copies. Staff time to stuff envelopes.

ATTACHMENTS:

A. PLAN FOR A POWER OUTAGE

Plan for a Power Outage

Loss of power may last hours or days. Are you prepared for power outages due to winter storms, earthquakes or a Public Safety Power Shutoff?

Take Inventory	What items will need electricity? This may include: oxygen concentrator, CPAP, wheelchair, garage door, refrigerated medications, ventilator, home dialysis machines and many other devices.
Plan for back-up power	<p>Hospitals should not be a source of electrical support during a power outage.</p> <ul style="list-style-type: none">○ Read your medical equipment manual and identify the options you have for back-up power.○ If possible, <u>purchase a back-up battery</u> for your device and keep them charged. <p>Talk with your healthcare provider and medical device provider</p> <ul style="list-style-type: none">○ Talk to your provider about your power outage plan.○ Find out how long your medications will be OK without refrigeration○ <u>Work with your medical equipment supplier and/or home health/hospice provider about their plans to assist you in emergencies.</u>○ Get daytime and after hours emergency phone numbers for your suppliers & providers.
Generator	<ul style="list-style-type: none">● Consider owning a home generator or back-up battery and know how to use it and maintain it.● Read your medical equipment manual to see if a generator is an option to use for the equipment.● Have an adequate fuel supply and store it safely. <p>Always use generator outdoors, at least 20 feet away from a window.</p>
Establish a support Team	<p>Plan how you will communicate with your team and where you will go. A local place and plan on a out-of-area place. Phones may not work.</p> <p><i>Practice your plan with your support team!</i></p>
Assemble a Power Outage Kit	<ul style="list-style-type: none">● Battery operated flashlights or lanterns.● Keep back-up batteries charged for cell phones, oxygen tanks, etc...● Store water and non-perishable food● CO2 detectors installed in your home● Battery powered radio● First aid kit
Resources	<p>www.countyofplumas.com - Emergency Alerts & Resources - also sign up for Genasys alerts! Follow: Plumas County Office of Emergency Services on Facebook.</p> <p>Look for a local cooling/warming/information center at the Veterans Hall or Crisis Center.</p>

Power Outage Emergency Plan

Type of Assistive Device or Medical Equipment:	
Brand/Model #:	
Back-up batteries are located:	
Back up batteries will last for (hours):	
Flashlight is located:	
Oxygen tank is located:	
Oxygen tank will last for (hours):	
Oxygen tubing and mask are located:	

Assistive Device or Medical Equipment Supplier Information

Equipment Provider Name:	
Daytime Phone number of Provider:	
After-hours Emergency Phone for Supplier:	

Personal care Provider Information—(e.g. Home Health, Hospice, Dialysis, Caregiver information)

Name of Agency/Provider:	
Daytime Phone:	
After Hours Emergency Phone:	

My Support Team & Where I will go during an outage

Local: Name	
Phone:	
Address:	
Out-of-area: Name:	
Address:	
Phone:	



Plumas County Office of Emergency Services
 1446 East Main Street - Quincy, CA 95971
 (530) 283-7438



MEETING DATE: November 13, 2024

AGENDA ITEM: 7. American Rescue Plan Act/State and Local Fiscal Recovery Fund usage of balance.

FROM: Susan Scarlett

RE: American Rescue Plan Act/State and Local Fiscal Recovery Funds

BACKGROUND:

In 2021-2022 the City of Portola received \$461,697 of Fiscal Recovery Funds as part of the pandemic recovery efforts. The City Council approved the use of the funds for Community Clean up and the purchase of the tax lien properties. At this time the balance of the funds available is \$87,809.75. Of this \$15,000 is allocated toward the dog park. Funds must be fully obligated by December 31, 2024, with all contracts, deliverables, and agreements in place by this date. All funds must be spent (fully liquidated) by December 31, 2026.

The City currently has towing and code enforcement expenditures which could qualify as part of the funds. Staff would like to purchase outdoor water fountains for the parks and a new water fountain at City hall, all of which would have bottle fillers. Health issues were a large part of the final rules for the use of the funds. The City also qualifies for use of the funds as revenue replacement.

RECOMMENDATION:

Discuss the balance of the Fiscal Recovery Funds and the possible uses. Receive additional information regarding the uses of the funds to cover prior expenditures.

FISCAL IMPACT:

The City has these funds. If they are not spent or identified as revenue replacement items then there would be a reversion of the balance unspent.

CITY MANAGER EMPLOYMENT AGREEMENT

Between the
CITY OF PORTOLA
And

This City Manager Employment Agreement (“Agreement”) is entered into and effective this 13th day of November 2024, by and between the CITY OF PORTOLA (“City”), a municipal corporation of the State of California, and _____ (“Manager”), an individual. City and Manager may be referred to herein individually as “Party” and collectively as “Parties.” Under this Agreement, the City offers, and Manager accepts, employment as City Manager of the City.

1. Duties:

Manager shall serve as the City Manager of City and be the chief executive officer of the City and perform those duties as set forth in the Portola Municipal Code (“Municipal Code”), Chapter 2.04, those duties that are set forth in this Agreement and those that are prescribed by the laws of the State of California and of the United States of America and those responsibilities that are commonly assigned to a city manager of a city in California. Manager shall perform such other legally permissible and proper duties and functions appropriate to and consistent with the professional role and responsibilities of City Manager, as the City Council shall from time to time assign.

A. Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

B. Direct the work of all appointive City Officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council.

C. Recommend to the City Council, from time to time, adoption of such measures as Manager may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of City services.

D. Evaluate administrative practices that may result in greater operational effectiveness or economy in City government and develop and recommend to the City Council long range plans to improve City operations and prepare for the City’s growth and development.

E. Provide for management, development and training and develop leadership qualities as necessary to insure the highest standards of managerial practices.

F. Manager shall act in the City’s best interests at all times and perform Manager’s duties in a competent and professional manner. Furthermore, as the City’s highest officer, Manager shall endeavor at all times to exercise the highest degree of integrity, committing to comply with the International City/County Managers Association

("ICMA") Code of Ethics and shall not engage in any conduct or activities, on- or off-duty, that reflect discredit or bring disrepute on the City or impair its efficient and effective operation.

G. Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Manager.

H. Manager shall perform the duties required hereunder at City's City Hall and at such other place or places as the City or Manager shall in good faith require or as the interests, needs, business, and opportunities of the City shall require or make advisable. In order to facilitate the discharge of his duties, Manager agrees to live within fifteen (15) minutes driving distance to City's City Hall, as measured during what would be considered to be normal or average driving conditions.

I. Manager shall be bonded and City shall furnish a bond as required by Section 2.04.040 of the Portola Municipal Code. City shall pay the cost of such bond.

2. Devotion to City Business:

The Manager position is a full-time position. Therefore, the Manager shall not engage in any outside business, educational, professional, charitable, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with performance of City Manager duties, without written prior approval by the City Council.

3. Hours of Work:

Manager's position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations of the City Manager, including being available to attend all necessary meetings during evenings and weekends. In recognition of the amount of work time required outside of regular business hours, it is agreed the Manager does not have a fixed schedule and the Manager will have the discretion to work as needed to accomplish the duties and responsibilities assigned to Manager.

4. Term:

Manager's employment will commence November 18, 2024, or sooner as mutually agreed by the Parties, and shall continue for a term of approximately three (3) years ending on November 29, 2027, or until sooner terminated as provided herein.

5. Compensation:

A. Manager's initial annual Base Salary shall be One Hundred Forty-Five Thousand Dollars (\$145,000.00). Said amount shall be payable in installments at the same time and in the same manner as other employees of the City are paid.

B. Manager shall be entitled to receive cost-of-living adjustments or any similar across-the-board increases that the City Council determines, in its discretion, to approve for all City employees.

C. Manager's Base Salary may be adjusted on or about the six (6) month anniversary of the commencement of Manager's employment and thereafter in conjunction with Manager's annual performance review.

D. Manager's Base Salary increases approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective. Such increases may be set forth in a resolution or minute action approved by the City Council and ratified by resolution.

E. If the City reduces the Base Salary or any other financial benefit of the Manager in a percentage that is greater than the average reduction of all City employees, without the approval of the Manager, Manager shall be entitled to severance pay under Section 12.B. of this Agreement.

6. Annual Evaluation:

A. City shall initially review the performance of Manager within six (6) months of the commencement of Manager's employment and shall thereafter meet annually in or about April to review the Manager's performance. The annual performance evaluation may include the preparation of a written evaluation, which, if written, will be provided to the Manager within thirty (30) days of the evaluation meeting.

B. Increases to the Manager's Base Salary will be considered, at the sole discretion of the City, as part of the initial performance evaluation and each annual evaluation.

7. Additional Benefits:

A. Car allowance: Manager's duties require Manager to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall pay Manager Four Hundred Dollars (\$400.00) monthly in compensation for the use and maintenance of Manager's personal vehicle on City business. The car allowance is subject to federal and state income tax provisions for salary purposes. Manager shall not receive further reimbursement for travel mileage within a fifty (50) mile radius of the City. For any required travel mileage outside the fifty (50) mile radius, Manager shall be reimbursed at the current allowable I.R.S. rate. The Employee shall maintain and be responsible for paying for liability, property damage, and comprehensive insurance coverage with minimum coverages of \$100,000 for each injury and \$300,000 for all injuries in one accident and \$100,000 for property damage, upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and replacement of said vehicle. The City and Employee acknowledge and agree that there will be times in the day-to-day operations of the City that will necessitate the use of a City vehicle by the Employee. Examples of these situations include, but are not limited to, off-highway uses, construction site visits, disaster and/or emergency response, while personal vehicle is disabled or being repaired, and other unanticipated situations. The Parties agree that Employee may use a City vehicle for such purposes without any reduction in the amount of the vehicle allowance payable to Employee pursuant to this Section.

B. Cell phone: City shall provide Manager with a cell phone stipend of Seventy-Five Dollars (\$75.00) monthly for compensation in lieu of providing Manager with a City issued cell phone.

C. Vacation Time: City shall provide Manager eighty (80) hours per year of paid vacation for the first two (2) years of the term of this Agreement and shall thereafter provide Manager paid vacation days in accordance with City policies.

D. Sick Time: City shall provide Manager with four (4) hours for each eighty (80) hours pay period of paid sick.

E. Paid Holidays: City shall provide Manager fourteen (14) days per year of paid holidays as determined by the City.

F. Health Benefits: City shall provide Manager with the same health insurance plans and coverage (medical, dental, and vision) which are provided to other City employees, which may be changed from time-to-time at the sole discretion of the City Council and shall pay that portion of the employee and dependent rate or premium as is determined by the City Council for all City employees. Manager may opt out of receiving health insurance coverage from the City and upon providing proof of health insurance coverage for himself, Manager shall be paid Four Hundred (\$400.00) per month. Manager shall maintain health insurance for himself at all times while opting out of the City's health insurance or he shall stop receiving the monthly payment and shall be required to enroll in the City's plans at the soonest opportunity allowable under the plans.

G. Pension: City agrees to enroll Manager as a member of the California Public Employees Retirement System ("CalPERS"). The Manager is responsible for paying the full employee portion of CalPERS. City shall pay Manager's required contributions consistent with the contribution level paid on and behalf of all other City employees.

H. Management Leave: City shall provide Manager forty (40) hours per year of personal leave in accordance with the City's policies. Management Leave will be prorated from the date of Manager's commencement of employment through June 30, 2025, and that amount will be credited at the commencement of Manager's employment. Beginning on July 1, 2025, and on each July 1 thereafter during the term of this Agreement, Manager shall accrue forty (40) hours of personal leave.

I. Memberships: The City will pay for Manager's ICMA membership. The City will consider paying for Manager's membership in other organizations on an individual basis.

J. The Manager will receive all benefits set forth in City policies and be subject to all City rules, procedures and policies, including personnel policies, except the benefits set forth in this Agreement shall control over the benefits set forth in City policies.

8. Business and Professional Expenses:

A. City recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, provided that the expenses are incurred and submitted according to City's normal expense

reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be set forth and approved by City Council in the City's budget, supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

B. City agrees to pay Manager's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue Manager's professional development, and for Manager's reasonable participation in necessary official and other functions for the City, including, but not limited to, regional, state, and local conferences, and governmental groups and committees on which Manager serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year, and attendance at out-of-state conferences and meetings, if any, shall be at the discretion of the City Council as set forth in the City's budget.

9. City Property

Manager agrees that materials, regardless of their form, that Manager creates, receives, or produces in connection with this Agreement and/or Manager's employment as City Manager are and will remain the exclusive property of the City. Manager will deliver all originals and all copies of such materials to the City that in Manager's possession or control upon termination or expiration of this Agreement or upon any request from the Mayor or the City.

10. Non-Disclosure of Proprietary or Confidential Information:

Manager will not at any time, in any form or manner, either directly or indirectly, except in the discharge of Manager's duties as City's City Manager, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any Proprietary or Confidential Information produced, received, acquired or learned by Manager while performing the duties of City Manager. For purposes of this Agreement Proprietary and Confidential Information, includes but is not limited to, all information and any ideas pertaining in any manner to the business of the City, trade secrets, inventions, processes, formulae, data, know-how, software, strategies, information about City employees, City utility customers, elected and appointed officials and officers, attorney-client privileged information and any information concerning any matters detrimentally affecting or relating to the business of the City without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. During Manager's employment by City, Manager shall use Proprietary and Confidential Information only for the benefit of the City and as is, or may be, necessary to perform Manager's job responsibilities under this Agreement. Following termination or expiration of this Agreement, Manager shall not use any Proprietary or Confidential Information and shall not disclose any Proprietary or Confidential Information to any person or entity without the express written consent of City.

11. Manager's Commitments Binding on City Only on Written Consent:

Manager shall not have the right to make any contracts or other commitments for or on behalf of the City without the written consent of City or as delegated to Manager by the City Council.

12. Termination of Employment and this Agreement; General Release; Severance:

A. Manager is an at-will employee and works exclusively at the pleasure and sole discretion of the City Council. This Agreement and at-will employment relationship, as provided in Government Code Section 36506 and in this Agreement, may be terminated at any time, with or without cause or notice by the City Council as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, except that Manager's employment may only be terminated without cause by a unanimous vote of the City Council during the first one hundred twenty (120) days after the seating and swearing-in of one or more City Council members. Nothing in this Agreement, nor in any City policy, rule, procedure or ordinance shall modify the Manager's status as an at-will employee, or limit the City's ability to treat the Manager as an at-will employee, even though Manager's job duties, title, compensation, and benefits, as well as the City's policies, may change from time to time.

B. If Manager is terminated without cause during the first year of this Agreement, Manager will be provided with severance pay equal to one (1) month of Manager's Base Salary. If Manager received a positive performance review at the end of the first year of this Agreement and is terminated without cause during the second year of this Agreement, Manager will be provided with severance pay equal to two (2) months of Manager's Base Salary. If Manager does not receive a positive performance review at the end of the first year of this Agreement, then Manager will be provided with severance pay equal to one (1) month of Manager's Base Salary if terminated without cause during the second year of this Agreement. If Manager received positive performance reviews at the end of the first and second years of this Agreement and is terminated without cause during the third year of this Agreement, Manager will be provided with severance pay equal to three (3) months of Manager's Base Salary. If Manager does not receive a positive performance review at the end of the first or second year of this Agreement, then Manager will be provided with severance pay equal to two (2) months of Manager's Base Salary if terminated without cause during the third year of this Agreement. Payment of severance pay is subject to the following:

1. Upon Manager's execution of the "General Release Agreement" in substantially the form set forth in Exhibit "A" of this Agreement, Severance Pay shall be payable in one lump sum pursuant to the terms of said Agreement.

2. Manager agrees and understands that acceptance of the City's offer of severance pay at the time Manager's at-will employment is terminated by the City Council is pursuant to the execution of the "General Release Agreement" identified in Exhibit "A" of this Agreement and shall constitute liquidated damages and Manager's sole and exclusive remedy for any termination of this Agreement by the City Council as noticed in said Agreement.

3. In the event Manager voluntarily terminates Manager's employment with City, no severance pay shall be payable to Manager.

4. In the event City terminates Manager's at-will employment "for cause", City shall have no obligation to pay severance pay under this Agreement. A termination "for cause" may include, but shall not be limited to, the following:

- (a) A material breach of the terms of this Agreement;
- (b) Violation of City policies or procedures;
- (c) Failure to properly perform assigned duties;
- (d) Theft of City property;
- (e) Insubordination;
- (f) Unauthorized absence from employment;
- (g) Conviction of, or plea of guilty or nolo contendere to a felony or misdemeanor relating to Manager's fitness to perform assigned duties or Manager's reputation;
- (h) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;
- (i) Failure to maintain satisfactory working relationships with other employees or the public;
- (j) Improper use of City funds;
- (k) Unauthorized use of City property;
- (l) Willful misconduct or malfeasance;
- (m) Failure or inability to provide a bond as required by the Portola Municipal Code;
- (n) Conduct unbecoming the position of City Manager or repeated failure of good behavior either during or outside of employment such that the Manager's conduct causes, or is likely to cause, scandal, severe discredit or embarrassment to the City or damage to the reputation of the City; and
- (o) Any act of dishonesty, fraud, misrepresentation or moral turpitude.

C. If, during the Term or any extended Term, Manager dies, Manager's estate shall receive any accrued Base Salary and benefits but shall not be entitled to any additional compensation or payment, such as severance pay.

D. In the event Manager is permanently disabled or is otherwise unable to perform Manager's duties because of sickness, accident, injury, or mental incapacity for a period of one hundred twenty (120) consecutive

days, the City may terminate Manager's employment and this Agreement. Manager shall receive any accrued Base Salary and benefits but shall not be entitled to additional compensation or payment, such as severance pay.

E. Manager may resign from Manager's employment at any time upon giving forty-five (45) days' written notice to the City Council. If Manager resigns from employment, Manager shall not be entitled to any additional compensation or payment, such as severance pay, but shall be entitled only to accrued Base Salary and benefits.

14. Abuse of Office or Position:

Notwithstanding anything to the contrary in this section, pursuant to the requirements set forth in Government Code Sections 53243, 53243.1 and 53243.2, if Manager is convicted of a crime involving an abuse of Manager's office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Manager (which would be in City's sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any severance pay related to the termination that Manager may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (i) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; or (ii) a crime against public justice.

15. Indemnification:

In accordance with and subject to California's Government Claims Act, the City shall defend and indemnify the Manager against and for all losses sustained by the Manager in direct consequences of the discharge of Manager's duties on the City's behalf for the period of Manager's employment. City shall defend, hold harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as the City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, as appropriate and determined by the City Council.

In the event the Manager is sued for damages arising out of the performance of Manager's duties, the City shall provide defense counsel for the City Manager in such suit and indemnify Manager from any judgment rendered against Manager; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise termination or expiration of this Agreement to provide protection for any such acts undertaken or committed in Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

16. Conflict of Interest

Because of the duties and role of the Manager on behalf of the City and its citizenry, the Manager shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or

participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council. For and during the term of this Agreement, the Manager further agrees, except for a personal residence or residential property acquired or held for future use as Manager's personal residence, not to invest in any other real estate or real property improvements within the corporate limits of the City, without prior consent of the City Council.

The Manager shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict or interferes with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. The Manager shall not engage in any business for or on behalf of any other interest during his working hours for the City. Personal, as distinguished from financial, interest includes an interest arising from blood or marriage relationships or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein or by applicable law.

The Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Manager's City employment. The Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

Manager discloses the following interests and agrees that engagement in or providing services to or on behalf of such interests will not interfere with the discharge of his duties to City pursuant to this Agreement:

17. Assistance in Litigation

Manager agrees that Manager will furnish information and proper assistance to the City as it may reasonably require with any litigation, arbitration or mediation in which it may become involved, either during or after termination or expiration of this Agreement. Manager further agrees that Manager will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Manager agrees to notify the City immediately upon receipt of any legal process or contact pertaining to the City.

18. Entire Agreement:

This Agreement represents the entire and fully integrated agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the employment of Manager by City and contains all of the covenants and agreements between the Parties with respect to that employment. Each Party to this Agreement acknowledges that no representations, inducements, promises or

agreements, oral or otherwise, have been made by either Party, or by anyone acting on behalf of either Party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either Party.

19. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the Parties.

20. Effect of Waiver:

The failure of either Party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

21. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be deemed severable and continue in full force without being impaired or invalidated in any way.

22. Attorney's Fees:

If either Party brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing Party in such action or proceedings shall be entitled to receive from the other Party all reasonable attorney's fees and costs, incurred in connection therewith.

23. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Plumas County, California. Manager expressly waives any right to remove such action from Plumas County.

24. Notices:

Any notices to be given hereunder by either Party to the other in writing may be affected either by personal delivery, mail, or email. Mailed notices shall be addressed to the Parties as set forth below, but each Party may change their address by written notice given in accordance with this section. Notices delivered personally or by

email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of Portola
 Attention: Mayor
 35 Third Avenue
 Portola, CA 96122

MANAGER:

This Agreement is entered into this _____ day of _____, 2024.

CITY OF PORTOLA

MANAGER

By: _____
Pat Morton, Mayor

_____, Manager

Attest:

Approved as to Form:

Susan Scarlett, Interim City Manager

Steven C. Gross, City Attorney

EXHIBIT "A"
GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between _____ ("Employee") and CITY OF PORTOLA ("City"), in light of the following facts:

A. Separation of Employment. The Parties acknowledge that pursuant to Section 12.B. of the Employment Agreement by and between City and Employee dated _____, 2024, ("Employment Agreement"), the City terminated Employee from Employee's at-will employment as of _____ ("Separation Date"). Pursuant to Sections 12.B. of the Employment Agreement, Employee has voluntarily agreed to accept the following severance payment from the City in consideration of the terms of this Agreement.

B. Severance Payment. Employee acknowledges that the City has no prior obligation to provide Employee with any severance benefits. However, pursuant to Section 12.B. of the Employment Agreement, and as consideration for this Agreement and the conditions set forth herein, the City agrees to provide the Employee the following benefits (collectively, "the Severance Payment"):

1. [Insert number] months' severance pay at Employee's current rate of pay in the amount of [insert written dollar amount] dollars and [insert written cents amount] cents [insert full amount \$xx,xxx.xx], less applicable payroll tax withholdings and deductions, in one lump sum payment; and

The Severance Payment shall be made within ten (10) days after Employee executes this Agreement or on the Separation Date, whichever is later, and only if Employee has not exercised Employee's right of revocation under section K, herein below.

C. Payment for Earned Compensation Employee acknowledges that Employee has been paid for all salary, unused and accrued vacation and other benefits in accordance with City policies, if any earned by Employee up to and including the Separation Date.

D. Release of Claims and Parties. As consideration for the Severance Payment and agreements described above, Employee on behalf of Employee, Employee's heirs, representatives, successors, and assigns, hereby irrevocably and unconditionally waives, releases and forever discharges the City and/or any of its members of the City Council, officials, officers, deputies, employees, agents, servants, representatives, successors, assigns, predecessors, divisions, branches, or attorneys, and all persons acting by, through, under or in concert with the City, past or present (collectively "Released Parties"), and each and all of them, from any and all charges, complaints, lawsuits, claims, liabilities, claims for relief, obligations, promises, agreements, contracts, interests, controversies, injuries, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, liens, judgments, indebtedness, and expenses (including attorneys' fees, interest, expenses, and costs actually incurred),

of any nature whatsoever, whether in law or in equity, KNOWN OR UNKNOWN, suspected or unsuspected, actual or potential (hereinafter referred to as “claim” or “claims”) which Employee at any time had or claimed to have, or which Employee may have or claim to have regarding any and all facts and circumstances that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Employee’s employment with the City and Employee’s separation from employment with the City. It is expressly understood by Employee that among the various rights and claims being waived by Employee in this release are those arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et. seq.).

E. Section 1542 Waiver. The matters specifically released and dismissed by this Release Agreement shall include, but are not necessarily limited to, all claims and causes of action which Employee has against the City and/or any of the Released Parties arising on or before the date that this Release Agreement is executed, and ANY OTHER CLAIM OF ANY TYPE WHATSOEVER AGAINST THE CITY, AND/OR ANY OTHER RELEASED PARTY; WHETHER SUCH CLAIM IS KNOWN OR UNKNOWN TO EMPLOYEE AND/OR EMPLOYEE’S REPRESENTATIVES AND ATTORNEYS arising on or before the date that this Release Agreement is executed. As further consideration and inducement for this Release Agreement, to the extent permitted by law, Employee hereby waives and releases any and all rights under Section 1542 of the California Civil Code or any analogous state, local, or federal law, statute, rule, order or regulation, Employee has or may have with respect to any claims against the City. California Civil Code Section 1542 reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Employee hereby expressly agrees that this Release Agreement shall extend and apply to all unknown, unsuspected, and unanticipated claims, injuries, losses and damages, as well as those that are now known and/or disclosed.

F. Entire Agreement and Admissibility. This Release Agreement constitutes the complete understanding between or among Employee on the one hand, and the City and any other Released Party on the other hand and supersedes any and all prior agreements, promises, representations or inducements, no matter their form, concerning the subject matter of this Release Agreement. The Parties desire that this Release Agreement represents a single integrated contract expressing the entire agreement of the Parties with respect to matters set forth herein. No promises, agreements or modifications to this Release Agreement made subsequent to the execution of this Release Agreement by these Parties shall be binding unless reduced to writing and signed by authorized representatives of these Parties. The Parties to this Release Agreement represent that this Release Agreement may be used as evidence in any subsequent proceeding in which any of the Parties alleges a breach of this Release Agreement or seeks to enforce its terms, provisions or obligations.

G. Representation by Counsel. Employee acknowledges that Employee is fully aware of Employee’s right to discuss any and all aspects of this matter with an attorney of Employee’s choice, that the City has advised

Employee of that right, that Employee has carefully read and fully understands the provisions of this Release Agreement and that Employee is voluntarily entering into this Release Agreement.

H. Severability. Should any of the provisions or terms of this Release Agreement be determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, validity of the remaining parts, terms, or provisions, shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Release Agreement.

I. Governing Law. This Release Agreement is made and entered into in the State of California, and shall be governed, interpreted and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation; or enforcement of this Release Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Plumas, State of California.

J. Time for Acceptance of Agreement. Employee may accept this offer by signing below no later than twenty-one (21) days from the day Employee receives it and by returning the signed and dated Release Agreement to the City no later than the close of business on the twenty-first (21st) day after the date Employee receives this offer.

K. Right of Revocation. This Release Agreement contains a waiver and release of all claims that Employee may currently have under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621-634). Employee understands and agrees that Employee:

1. Has reviewed all aspects of this Release Agreement;
2. Has carefully read and fully understands all of the provisions of this Release Agreement;
3. Has had a full twenty-one (21) days within which to consider this Release Agreement before executing it;
4. Is, through this Release Agreement, releasing the City and the Released Parties from any and all claims Employee may have;
5. Knowingly and voluntarily agrees to all of the terms set forth in this Release Agreement;
6. Knowingly and voluntarily intends to be legally bound by the terms set forth in this Release Agreement;
7. Was advised, and by this Release Agreement is advised in writing, to consider the terms of this Release Agreement and consult with Employee's attorney prior to executing this Release Agreement;
8. Has a full seven (7) days following the execution of this Release Agreement to revoke this Release Agreement and has been and is hereby advised in writing that this Release Agreement shall not become effective or enforceable until the revocation period has expired; and
9. Understands that rights or claims including those under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621-634) that may arise after the date of this Release Agreement is executed are not waived.

PLEASE READ CAREFULLY. THIS AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

L. Fees and Costs. Employee and City agree that in the event of litigation relating to this Release Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

This Agreement is entered into this _____ day of _____, 2024.

CITY OF PORTOLA

EMPLOYEE

By: _____
Pat Morton, Mayor

Attest:

Approved as to Form:

Susan Scarlett, Interim City Manager

Steven C. Gross, City Attorney