



City of Portola  
**AGENDA**

**Regular Meeting**  
**January 08, 2025 06:00 PM**  
**35 Third Ave, Portola, CA 96122**  
<https://www.cityofportola.com/>

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

**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](mailto: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 District
- C. Staff Communications
- D. 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 - Adopt Resolution No. 2602 authorizing payment of claims for Payroll for the period November 11, 2024 through December 27, 2024 and Accounts Payable for the period of November 12, 2024 through December 25, 2024.

Total Accounts Payable Claims: \$165,364.51

Total Payroll Claims: \$75,246.43

Total Claims: \$240,611.12

- B. Minutes of the Regular meeting December 11, 2024- Approve the minutes of the Regular meeting from December 11, 2024.
- C. Renewal of Proclamations:
  - State of Emergency Gold Complex Fire July 22nd, 2024
  - State of Emergency Winter Storms January 27th, 2023

## 5. Mayoral appointments

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

Review, discuss, and make changes to current committees, boards, and commissions. Make appointments based on Mayor's suggestions.

## 6. Installation of Bridge Monitoring Equipment Agreement- Water & Earth Technologies, Inc.

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

Review staff report on installation of bridge monitoring equipment agreement. Council action on staff suggestions.

## 7. Ratify Agreement for Law Enforcement Services

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

Plumas County Counsel has requested that the City ratify the contract. The City Council approved the contract in the Special Meeting held on 07/25/2024. The contract has not been modified since approved.


## 8. Draft Budget Schedule 2025-2026 Fiscal Year

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

Finance Officer Susan Scarlett will review the Draft Budget Schedule.

Discuss the dates for City Council involvement in the process.

## 9. Adjournment

	<b>Document Name</b>		<i>City Manager Report</i>	
	<b>Document Number</b>	TBD	<b>Revision Letter</b>	A
	<b>Document Location</b>	Server	<b>Revision Date</b>	12/06/2024
	<b>Document Type</b>	Report	<b>Council Adoption Date</b>	Not Applicable
			<b>Resolution No.</b>	Not Applicable


# City Manager Report

01/08/2025

## General Updates

### Gulling Street Bridge

- **Automated monitoring system installation:**
  - Contract and project process is being presented to the Council in an agenda item during this meeting
  - Scheduled for the week of 01/13/2025 with all parties
  - Upon completion of installation staff will be able to observe monitoring data continuously
- **FEMA Funding:**
  - Working with Engineering Consultants, staff submitted the FEMA Request for Information (RFI) concerning Environmental Historical Preservation (EHP) on 12/20/2024 ahead of the 12/27/2024 deadline
  - FEMA is reviewing City responses
  - Staff is in constant communication with FEMA Program Delivery Manager to continue to push the effort forward
- **Additional Resources:**
  - Staff has engaged additional Cal OES resources to assist with coordinating efforts between all entities involved
    - Deputy PA Group Supervisor assigned to Plumas County
    - Regional Manager
  - Meeting held with Cal OES on 12/30/2024 and 01/06/2025


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	<b>Document Type</b>	Report	<b>Council Adoption Date</b>	Not Applicable
			<b>Resolution No.</b>	Not Applicable

## Code Enforcement

- Since starting in August, Public Engagement Officer Brian Attama has made substantial progress with our abandoned vehicle abatement (AVA) and parking ordinance efforts

Type	Number	Action/Response
Vehicles	31	<ul style="list-style-type: none"> <li>13 removed from street by registered owners</li> <li>18 towed under AVA program</li> </ul>
Travel Trailers	8	<ul style="list-style-type: none"> <li>All 8 complied and have been relocated</li> </ul>
Utility Trailers	5	<ul style="list-style-type: none"> <li>All 5 complied and have been relocated</li> </ul>
Trailered Boat	1	<ul style="list-style-type: none"> <li>Complied and has been relocated</li> </ul>
<b>TOTAL</b>	<b>45</b>	

- Additional Activities:**
  - Public Nuisances*
    - Six (6) cases pertaining to rubbish and other infractions on property were opened
    - Significant progress has been made on removing rubbish and addressing the violations
    - One (1) of the cases is fully closed having achieved compliance with code
  - Damaged Properties*
    - One (1) property has been secured and marked unsafe to occupy preventing the public from entering the building
    - Two (2) additional properties were identified, and cases have been opened on both parcels
  - Other*
    - Three (3) properties were reported to the City for code violation(s) and cases have been opened to address the violation(s)
    - Engagement with the property owners has begun and courtesy notifications have been made in order to begin the process of seeking compliance

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## Public Works (PW)


- Daily potholing efforts continue while weather is mild
- Adjusting manhole lids underway for additional prep for snow removal
- Currently reviewing 2025 initiatives with Management

## Planning

- Update meeting held on 12/18/2024 with Karen Downs (Planning Consultant)
  - Continuing to work through long range and current planning items
- Development Agreement- Portola 192:
  - Meeting held on 12/30/2024 with all parties involved
  - Developer to submit a summary of the current status and proposed next steps for Council review

## Community Stakeholders

- *Sierra Buttes Trail Stewardship*
  - Met with Kyle Stone and Martin Scheel to discuss the Lost and Found Gravel Festival on 12/17/2024
  - Expected turnout is anticipated to match previous year efforts
- *Feather River College*
  - Met with President Kevin Trutna on 12/18/2024
- *Intermountain Disposal*
  - Met with CEO Richard Ross on 12/23/2024 to discuss contract, engagement with City residents to meet their needs, and overall working relationship between parties

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	<b>Document Type</b>	Report	<b>Council Adoption Date</b>	Not Applicable
			<b>Resolution No.</b>	Not Applicable


## Public Relations

### City Website Enhancements

- Initial website maintenance has been completed
- Discussions now focusing on enhancing the user experience
  - *Staff will examine website:*
    - Structure
    - Design
    - Functionality
    - Content
  - *Goals:*
    - Enhance user experience
    - Increase content accessibility and navigation overall
    - Increase in outbound communication to public
    - Interactive capabilities where feasible
  - *Target Completion:*
    - Q1 2025
- Electric vehicle charging station news update posted to website providing an overview on the project
  - Multiple businesses have advertised the charging station as an asset and the public has begun utilizing the station for charging

## Public Records Requests (PRR)

<b>2024 Total PRR<sup>1</sup></b>  <b>107</b>	<b>2023 Total PRR</b>  <b>35</b>
<b>2023 to 2024 Percent Increase</b>  <b>206%</b>	

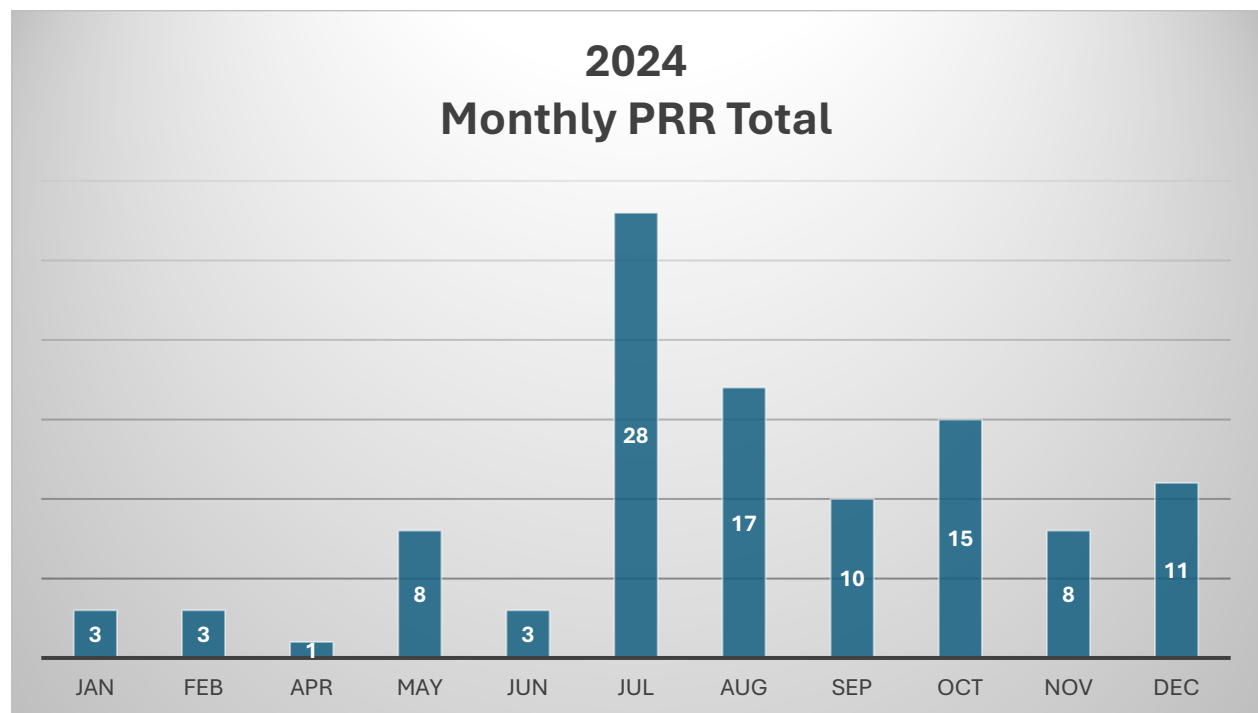
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December 2024 PRR Metrics	
<b>Total Number of PRR</b>	<b>11</b>
<i>Number of Unique Requestor(s)<sup>2</sup></i>	3
<i>Number of Repeat Requestor(s)<sup>3</sup></i>	8

<sup>1</sup> Total PRR indicates PRR entered via the CivAssist system during the calendar year

<sup>2</sup> Unique Requestor(s): Individuals or entities that have submitted at least one request within the reporting period, with each requestor counted only once

<sup>3</sup> Repeat Requestor(s): Individuals or entities that submit multiple requests over the reporting period





**RESOLUTION NO. 2602**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA  
AUTHORIZING PAYMENT OF CLAIMS FOR PAYROLL FOR THE PERIOD  
NOVEMBER 30, 2024, THROUGH DECEMBER 27, 2024 AND ACCOUNTS  
PAYABLE FROM  
DECEMBER 12, 2024, THROUGH DECEMBER 25, 2024**

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

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

<b>Check Nos:</b>	<b>Amount</b>
46567-46604	\$165,364.51
<b>Total Accounts Payable</b>	<b>\$165,364.51</b>
<b>Payroll:</b>	
11/30/2024-12/13/2024	\$35,800.74
12/14/2024-12/27/2024	\$39,445.69
<b>Total Payroll</b>	<b>\$75,246.43</b>
<b>Total Claims</b>	<b>\$240,611.12</b>

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of January 2025, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Jim Murphy, Mayor

ATTEST:

\_\_\_\_\_  
Malachi Mansfield, Deputy City Clerk

I, Malachi Mansfield, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of the City of Portola at a regular meeting thereof held on January 8<sup>th</sup>, 2024.

\_\_\_\_\_  
Malachi Mansfield, Deputy City Clerk

VENDOR SET: 01 City of Portola  
BANK: PC POOLED CASH - PLUMAS  
DATE RANGE:12/18/2024 THRU 12/18/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	I-000202410272792 710 000-107.00	LENG, JEREMY US REFUND UTILITY RECEIVABLE	R 12/18/2024 03-007200-00	86.75		046567		86.75
1	I-000202410272793 710 000-107.00	VINTON CA ASSOCIATES US REFUND UTILITY RECEIVABLE	R 12/18/2024 03-011100-02	52.57		046568		52.57
1	I-000202410272794 710 000-107.00	KELLEY, MARY KATHRYN US REFUND UTILITY RECEIVABLE	R 12/18/2024 05-026800-00	192.78		046569		192.78
1	I-000202407182507 710 000-107.00	WELLS FARGO BANK N.A US REFUND UTILITY RECEIVABLE	R 12/18/2024 02-004000-00	114.82		046570		114.82
0005	I-202412182970 208 317-600.07 208 317-600.08 710 311-600.07 710 311-600.08 710 311-600.06	AIRGAS, INC. AIRGAS, INC. EQUIPMENT REPAIR/MAINTENANCE VEHICLE REPAIR & MAINTENANCE EQUIPMENT REPAIR/MAINTENANCE VEHICLE REPAIR & MAINTENANCE MATERIALS AND SUPPLIES	R 12/18/2024 INV# 5512851375 INV# 5512851375 INV# 5512851375 INV# 5512851375 INV# 5512851375	120.06 120.06 48.82 48.81 91.42		046571		429.17
0010	I-202412182969 100 414-600.07	AMAZON CAPITOL SERVICES AMAZON CAPITOL SERVICES EQUIPMENT REPAIR/MAINTENANCE	R 12/18/2024 INV# 1DCN-GXX6-NHGJ	38.58		046572		38.58
0015	I-202412122935 710 325-600.04 710 311-600.04 100 311-600.04	AMERIGAS AMERIGAS GAS AND ELECTRIC GAS AND ELECTRIC GAS AND ELECTRIC	R 12/18/2024 INV 551 WTR TRTMNT P INV 351 PUB WKS PROP INV 356 CITY HALL PR	1,066.76 755.16 684.56		046573		2,506.48
0020	I-202412182963 100 112-600.27	ASCAP ASCAP CIVIC PROMOTION AND MARKETING	R 12/18/2024 INV# 500761136/ 2025	447.42		046574		447.42
0021	I-202412122934 710 311-600.05 720 311-600.05	AT&T AT&T TELEPHONE TELEPHONE	R 12/18/2024 248134-42167456/DEC 248134-42167456/DEC	2.21 2.22		046575		4.43

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DATE RANGE:12/18/2024 THRU 12/18/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0023	AT&T CALNET 3							
I-202412182965	AT&T CALNET 3	R	12/18/2024			046576		
710 325-600.05	TELEPHONE	SCADA-LDWTP		32.94				
710 311-600.05	TELEPHONE	SCADA		1.45				
100 111-600.05	TELEPHONE	CITY HALL FAX		32.32				66.71
0039	BULLET INFORMATION TECHNOLOGY							
I-202412182971	BULLET INFORMATION TECHNOLOGY	R	12/18/2024			046577		
720 311-600.18	PROFESSIONAL SERVICES	IT / INV #20242000		498.75				
710 311-600.18	PROFESSIONAL SERVICES	IT / INV #20242000		498.75				
100 111-600.18	PROFESSIONAL SERVICES	IT / INV #20242000		997.50				1,995.00
0052	CITY OF PORTOLA							
I-202412182956	CITY OF PORTOLA	R	12/18/2024			046578		
100 413-601.10	WATER	CITY OF PORTOLA		10.49				
100 413-601.11	SEWER	CITY OF PORTOLA		10.49				20.98
0054	CLIFTONLARSONALLEN LLP							
I-202412122936	CLIFTONLARSONALLEN LLP	R	12/18/2024			046579		
100 113-600.11	AUDITING FEES	AUDIT SERVICES		540.00				
207 315-600.11	AUDITING FEES	AUDIT SERVICES		60.00				
208 317-600.11	AUDITING FEES	AUDIT SERVICES		40.00				
710 311-600.11	AUDITING FEES	AUDIT SERVICES		540.00				
720 311-600.11	AUDITING FEES	AUDIT SERVICES		540.00				
730 311-600.11	AUDITING FEES	AUDIT SERVICES		180.00				
215 117-600.11	AUDITING FEES	AUDIT SERVICES		100.00				2,000.00
0063	CURRENT ELECTRIC & ALARM, INC							
I-202412182957	CURRENT ELECTRIC & ALARM, INC	R	12/18/2024			046580		
100 413-600.45	BUILDING EXPENSE	CURRENT ELECTRIC & A		135.00				
100 111-600.45	BUILDING EXPENSE	CURRENT ELECTRIC & A		135.00				
100 411-600.45	BUILDING EXPENSE	CURRENT ELECTRIC & A		90.00				
710 325-600.45	BUILDING EXPENSE	CURRENT ELECTRIC & A		195.00				555.00
0065	D&D SEEDS AND FARM EQUIPMENT S							
I-202412182968	D&D SEEDS AND FARM EQUIPMENT S	R	12/18/2024			046581		
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	INV# 170700 / HYDR V		283.98				283.98
0085	FLAG STORE							
I-202412122938	FLAG STORE	R	12/18/2024			046582		
100 111-600.06	MATERIALS AND SUPPLIES	INV# 16237 CITY & U		560.00				560.00
0086	FOLCHI LOGGING & CONSTR., INC.							
I-202412122939	FOLCHI LOGGING & CONSTR., INC.	R	12/18/2024			046583		
710 311-600.76	LINE REPAIR	R25396 ROAD BASE		1,547.08				1,547.08

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0090	GRAINGER INC							
I-202412182959	GRAINGER INC	R	12/18/2024			046584		
207 315-600.06	MATERIALS AND SUPPLIES	SHOVEL		56.15				
710 311-600.06	MATERIALS AND SUPPLIES	DRIVE SCREW		121.24				177.39
0111	JEFFERSON SUPPLY COMPANY							
I-202412122941	JEFFERSON SUPPLY COMPANY	R	12/18/2024			046585		
710 325-600.45	BUILDING EXPENSE	INV# 53109 / COUPLER		100.59				100.59
0133	LIBERTY UTILITIES							
I-202412122942	LIBERTY UTILITIES	R	12/18/2024			046586		
100 311-600.04	GAS AND ELECTRIC	ELECTRIC		1,337.36				
100 413-600.04	GAS AND ELECTRIC	ELECTRIC		107.08				
100 414-600.04	GAS AND ELECTRIC	ELECTRIC		164.17				
207 213-600.41	STREET LIGHTING	ELECTRIC		736.03				
710 311-600.04	GAS AND ELECTRIC	ELECTRIC		1,278.24				
720 311-600.04	GAS AND ELECTRIC	ELECTRIC		1,010.15				4,633.03
0136	MANHARD CONSULTING							
I-202412182967	MANHARD CONSULTING	R	12/18/2024			046587		
100 117-600.18	PROFESSIONAL SERVICES	INV# 100943		6,200.00				6,200.00
0148	NAPA SIERRA							
I-202412122946	NAPA SIERRA	R	12/18/2024			046588		
710 311-600.45	BUILDING EXPENSE	MISC INVS FOR REPAIR		190.56				
710 311-600.06	MATERIALS AND SUPPLIES	MISC INVS FOR REPAIR		107.24				
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	MISC INVS FOR REPAIR		77.03				
207 315-600.07	EQUIPMENT REPAIR/MAINTENANCE	MISC INVS FOR REPAIR		68.28				
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	MISC INVS FOR REPAIR		436.98				
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	MISC INVS FOR REPAIR		183.21				
208 317-600.42	STREET REPAIR	MISC INVS FOR REPAIR		43.70				1,107.00
0159	OFFICE DEPOT							
I-202412122945	OFFICE DEPOT	R	12/18/2024			046589		
100 111-600.06	MATERIALS AND SUPPLIES	OFFICE TAPE,STAMP,PE		38.15				
100 112-600.06	MATERIALS AND SUPPLIES	OFFICE TAPE,STAMP,PE		9.54				
100 113-600.06	MATERIALS AND SUPPLIES	OFFICE TAPE,STAMP,PE		38.15				
100 114-600.06	MATERIALS AND SUPPLIES	OFFICE TAPE,STAMP,PE		9.54				
100 117-600.06	MATERIALS AND SUPPLIES	OFFICE TAPE,STAMP,PE		9.54				
720 311-600.06	MATERIALS AND SUPPLIES	OFFICE TAPE,STAMP,PE		38.15				
710 311-600.06	MATERIALS AND SUPPLIES	OFFICE TAPE,STAMP,PE		38.15				
730 311-600.06	MATERIALS AND SUPPLIES	OFFICE TAPE,STAMP,PE		9.52				190.74

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0176	PLUMAS CO FLOOD CONTROL & I-202412122949 710 311-600.71	PLUMAS CO FLOOD CONTROL & WATER SUPPLY PURCHASE	R 12/18/2024 LDW 2025	89,023.04		046590		89,023.04
0184	PLUMAS SIERRA RURAL ELECTRIC I-202412122948 710 325-600.04	PLUMAS SIERRA RURAL ELECTRIC GAS AND ELECTRIC	R 12/18/2024 INV# 50560 / LDWTP	775.14		046591		775.14
0185	PLUMAS SIERRA TELECOMMUNICAT I-202412122947 710 325-600.05 710 311-600.05 720 311-600.05 100 113-600.05 100 111-600.05 710 311-600.05 720 311-600.05 100 211-600.05 100 413-600.05 100 413-600.05	PLUMAS SIERRA TELECOMMUNICAT TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE	R 12/18/2024 INV GRP 406 INV GRP 406 INV GRP 406 INV GRP 406 INV GRP 406 INV GRP 406 INV GRP 406 INV GRP 406 INV GRP 406 INV GRP 406	60.00 54.50 54.50 10.90 31.61 27.25 27.25 5.45 6.54 109.00		046592		387.00
0198	RENO HYDRAULIC & REBUILD, INC I-202412182958 720 311-600.07	RENO HYDRAULIC & REBUILD, INC EQUIPMENT REPAIR/MAINTENANCE	R 12/18/2024 PART FOR REPAIR	14.10		046593		14.10
0218	SILVER STATE ANALYTICAL I-202412122950 710 311-600.51 720 311-600.51	SILVER STATE ANALYTICAL TESTING TESTING	R 12/18/2024 SILVER STATE ANALYTI SILVER STATE ANALYTI	239.00 840.00		046594		1,079.00
0231	SUCCEED.NET I-202412122953 100 112-601.04 100 413-601.04	SUCCEED.NET CITY WEB PAGE CITY WEB PAGE	R 12/18/2024 SUCCEED.NET MONTHLY DOMAIN /HOST	33.92 33.93		046595		67.85
0235	SUSAN SCARLETT I-202412182964 100 113-600.10 207 315-600.10 208 317-600.10 215 117-600.10 710 311-600.10 720 311-600.10 730 311-600.10	SUSAN SCARLETT ACCOUNTING FEES ACCOUNTING FEES ACCOUNTING FEES ACCOUNTING FEES ACCOUNTING FEES ACCOUNTING FEES ACCOUNTING FEES	R 12/18/2024 DEC 2024 SERVICES DEC 2024 SERVICES DEC 2024 SERVICES DEC 2024 SERVICES DEC 2024 SERVICES DEC 2024 SERVICES	1,320.00 495.00 330.00 275.00 1,430.00 1,210.00 440.00		046596		5,500.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0236	SWRCB							
I-202412122952	SWRCB	R	12/18/2024			046597		
720 311-600.69	PERMIT FEES	WD-0283036 - ANNUAL		10,784.00				
730 311-600.69	PERMIT FEES	WD-0283096;WD-028313		27,163.00				37,947.00
000086	ADCOCK - CRESCENT TOW AND REPA							
I-202412182962	ADCOCK - CRESCENT TOW AND REPA	R	12/18/2024			046598		
100 212-600.95	CODE ENFORCEMENT	TOWING THREE VEHICLE		1,500.00				1,500.00
1	ATTAMA							
I-202412122954	EMPLOYEE REIMBURSEMENT	R	12/18/2024			046599		
100 212-600.32	TRAINING AND EDUCATION	CODE ENF DUES / EMP		100.00				100.00
000069	MARLIN LEASING CORP - PEAC							
I-202412122944	MARLIN LEASING CORP - PEAC	R	12/18/2024			046600		
100 111-600.48	EQUIPMENT LEASE	COPIER LEASE		122.59				
100 113-600.48	EQUIPMENT LEASE	COPIER LEASE		122.59				
710 311-600.48	EQUIPMENT LEASE	COPIER LEASE		81.72				
720 311-600.48	EQUIPMENT LEASE	COPIER LEASE		81.72				408.62
1	MCGEE							
I-202412182961	EMPLOYEE REIMBURSEMENT	R	12/18/2024			046601		
100 113-510.01	PERSONNEL COSTS	2 MO HEALTH INS DEDU		127.28				127.28
000048	PACE ENGINEERING INC							
I-202412122943	PACE ENGINEERING INC	R	12/18/2024			046602		
720 311-600.18	PROFESSIONAL SERVICES	51851 PROJ ENGINEERI		4,041.75				4,041.75
000094	WESTERN INDUSTRIAL PARTS, INC							
I-202412182960	WESTERN INDUSTRIAL PARTS, INC	R	12/18/2024			046603		
208 317-600.06	MATERIALS AND SUPPLIES	TRUCK EQUIP		506.62				
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	TRUCK EQUIP		506.61				1,013.23
0230	STATE WATER RESOURCES CONTROL							
I-202412182972	STATE WATER RESOURCES CONTROL	R	12/18/2024			046604		
710 311-600.31	DUES/MEMBERSHIPS	OP CERT# 55605 / COR		70.00				70.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	38		165,364.51	0.00	165,364.51
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					



City of Portola  
Minutes  
Regular Meeting  
December 11, 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 Leah Turner

Absent: Councilmember Mikki Battaglia

Staff Present: **Ryan Bonk** - City Manager, **Susan Scarlett** - Finance Officer, **Malachi Mansfield** - Deputy City Clerk, **Steve Gross** - City Attorney

B. Pledge of Allegiance

Led by Mayor Pat Morton

2. **Public Comments**

Lindsey Shaw, Ashlee Sims, Deborah Bress made comments on a range of topics.

3. **Council Reorganization**

Annually the City Council reorganizes and changes Mayor and Mayor Pro Tem. Councilmember Turner nominated Mayor Pro Tem Jim Murphy for Mayor and Councilmember Bill Powers for Mayor Pro Tem.

Councilmember Leah Turner motioned to approve. Mayor Pat Morton seconded the motion.

The roll call vote:

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

4. **City Communications**



A. City Council Communications

**Mayor Pro Tem Powers:** Mayor Pro Tem Powers met with representatives from Sierra County. During the meeting, there was discussion of the need for access to food, housing,

and transportation. An example of funds being used through grants included sub-grantees receiving \$250,000 for the restoration of abandoned housing in the area affected by the Dixie fire.

**Councilmember Pat Morton:** Councilmember Pat Morton attended a Transportation Commission meeting and a LAFCo meeting.

**Mayor Jim Murphy:** Mayor Jim Murphy has scheduled more LAFCo meetings in the future.

**Councilmember Leah Turner:** Councilmember Leah Turner had nothing to report.

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

There were no updates from the agencies.

City Manager Bonk reported that a meeting took place between City Manager, Ryan Bonk, Finance Officer Susan Scarlett, Fire Chief Jack Rosevear and BPFDP President Rich McLaughlin to establish a working relationship and plan future meetings.

- C. Staff Communications

No Reports

- D. City Manager Report (Attached)

City Manager Ryan Bonk presented the City Manager's report in detail.

City Hall is now fully staffed.

Public Works has engaged in preparing for storm response significant rainfall. Sandbags were made available to the public.

The Gulling St. Bridge- The contract for the monitoring system installation is being finalized.

There was a planning meeting done with Karen Downs.

There is a plan in place to continually update the city's website.

Social media is not currently in use.

The volume and frequency of the public records requests were reviewed and discussed. Mr. Bonk noted that in recent months the number of requests has risen sharply, and often times coming from the same individuals.

## 5. Consent Agenda

- A. Claims - Adopt Resolution No. 2600 authorizing payment of claims for Payroll for the period October 10, 2024 through December 11, 2024 and Accounts Payable for the period of November 14, 2024 through December 11, 2024.

Total Accounts Payable Claims: \$222,920.84

Total Payroll Claims: \$135,496.92

Total Claims: \$358,417.76



B. Minutes of the Regular meeting November 13, 2024- Approve the minutes of the Regular meeting from November 13, 2024

**Public Comment-** Deborah Bress

Adoption of Resolution No. 2600 and approval of the minutes of the Regular Meeting for November 13, 2024

Mayor Jim Murphy motioned to approve. Mayor Pro-Tem Bill Powers seconded the motion.

The roll call vote:

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

**6. Refuse Collection Rate Increase 2025 – Public Hearing for Resolution No. 2601**

A public hearing was held to receive public comment on the rate increase. The rate increase proposed is a 3.60% increase starting on January 1st 2025. Tom Valentino, a consultant for the city, made comments that the proposed rate increase is justified. Mayor Murphy opened the public hearing. There were no public comments. City Manager Bonk reported on the number of protests received. The public hearing was closed.

Resolution No. 2601 was then presented for 2025 Refuse Collection Rates. The resolution was adopted.

Councilmember Leah Turner motioned to approve. Mayor Pro-Tem Bill Powers seconded the motion.

The roll call vote:

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

**7. 2024 City Audit**

Finance Officer Scarlett reviewed the city audit for the 2023-2024 Fiscal year. The city audit was an unqualified audit also known as a clean audit. Mayor Pro Tem Powers commented on the financial health of the city. The City council moved to accept the audit.

Deborah Bress made a comment

Councilmember Leah Turner motioned to approve. Councilmember Bill Powers seconded the motion.

The motion passed with the following vote:

4 In Favor    Opposed  
   Abstained   1   Absent    Recused

**8. American Rescue Plan Act**

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.

The balance of the funds available is \$87,809.75. This must be obligated by 12/31/2024 and liquidated (spent) by 12/31/2026. The recommendations by staff are to spend the remaining funds in the manner as follows:

Quote from Global industrial\* for fountains \$62,591.16 (\* an Omnia Partner)

Estimated installation costs for concrete pad, water hookup and staff time for fountain and dog park projects \$15,000

Estimate for materials for the dog park \$7,337.10

Contingency/or revenue replacement estimate \$2,881.49

There was discussion of other possible uses of the funds. Finance Officer Scarlett explained that the funds were not usable for other programs such as road work except under certain circumstances. She also explained that health was a major factor in the rules for these funds.

Councilmember Leah Turner motioned to approve. Mayor Pro-Tem Bill Powers seconded the motion.

The roll call vote:

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

#### **9. Update the salary schedule in compliance with California Code of Regulations 570.5**

Finance Officer, Susan Scarlett explained that the city is required by the California Code of Regulations to have an updated pay schedule that is publicly available. Once approved this will replace the schedule that is currently on the city's website.

City Manager Ryan Bonk recused himself from the conversation as it has to do with his monetary compensation.

There was no public comment.

Councilmemeber Pat Morton motioned to approve. Mayor Jim Murphy seconded the motion.

The roll call vote:

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

#### **10. City Policy on Communication and Engagement Restrictions for Active Legal Matters**

City Manager Ryan Bonk introduced a policy that outlines the procedures and restrictions for elected and appointed City Officials and City staff when interacting with individuals or parties engaged in active or threatened legal claims or matters against the City of Portola. City Attorney Steve Gross clarified further. This item was tabled for a future agenda.

#### **11. Closed Session**

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

No Action

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

There was no reportable action from Closed Session.

## 12. **Adjournment**

The meeting of the city council adjourned at 7:55 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 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 24<sup>th</sup> 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

**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.

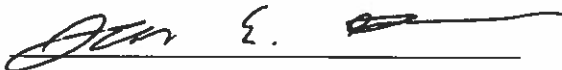
**IT IS FURTHER PROCLAIMED AND ORDERED** that the local emergency proclaimed herein shall be reviewed by the City Council for the need to continue it at least once every sixty (60) days until the City Council terminates the local emergency and the City Council shall proclaim the termination of the local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

**PROCLAIMED** this 8<sup>th</sup> day of March 2023



Mayor Pro Tem, City of Portola, Bill Powers

ATTEST:



Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Proclamation was duly proclaimed by the Mayor Pro Tem of the City of Portola in his capacity as the Director of Emergency Services on March 8, 2023.



Jason Shaw, Deputy City Clerk







**MEETING DATE:** January 8, 2025

**AGENDA ITEM:** 5. Mayoral appointments

**FROM:** Malachi Mansfield

**RE:** Council Committees, Boards and Commissions

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**BACKGROUND:**

Annually the Council reviews appointments to Council Committees, Boards and Commissions. Traditionally, following an election and reorganization of the Council, the Mayor makes appointments to vacancies at the first meeting in January.

Below staff has outlined the current Council Committees, Boards and Commissions with information regarding their purpose, meeting times and location so the Council can review the committees and talk about each of them. Council Committees, Boards and Commissions are made through Mayoral appointments.

Staff recommends that the Council review and discuss the list and the mayor may make appointments for all/some or none of the below.

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**RECOMMENDATION:**

**Regional Commissions/Committees/Boards**

**Airport Land Use Commission**

Bill Powers

Jim Murphy

**Abandoned Vehicle Abatement**

Susan Scarlett

Leah Turner

**Plumas County Integrated Waste Management Task Force**

Mikki Battaglia

Bill Powers (alternate)

**Plumas LAFCo**

Bill Powers

Jim Murphy

Pat Morton (alternate)

**DEAL**

Bill Powers

**Transportation Commission**

Pat Morton

Bill Powers

Susan Scarlett

**SCORE**

Ryan Bonk

Malachi Mansfield (Alternate)

**City of Portola Committees**

**Emergency Services Policy Committee** (needs to be Mayor and CM)

Jim Murphy

Ryan Bonk

Leah Turner

**Finance and Administration**

Jim Murphy

Pat Morton

**Infrastructure Committee**

Jim Murphy

Bill Powers

**Community Development**

Leah Turner

Bill Powers

***Ad Hoc Committees***

**Power Outage Plan**

Bill Powers

Mikki Battaglia

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**MEETING DATE:** January 8, 2025

**AGENDA ITEM:** 6. Installation of Bridge Monitoring Equipment Agreement- Water & Earth Technologies, Inc.

**FROM:** Ryan Bonk

**RE:** Installation of Bridge Monitoring Equipment Agreement- Water & Earth Technologies, Inc.

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**BACKGROUND:**

The City and engineering consultants from MGE have been coordinating efforts for the procurement of hardware, fabrication, assembly, programming, and testing of monitoring equipment for the Gulling Street Bridge since the City Council approved a not to exceed amount of \$65,000.00 for the project on October 9, 2024.

Staff has determined that a contractor is required to complete the installation of bridge monitoring equipment for the Gulling Street Bridge Project and is presenting the City Council with the contract for installation.

---

**EXECUTIVE SUMMARY:**

This project is for the installation of the scour monitoring system at the Gulling Street Bridge. The scour monitoring system will be provided by ETI Instruments, Inc. and will consist of four (4) tilt sensors, one (1) NEMA enclosure containing a Campbell Scientific data logger, cell modem (Verizon), 12v battery, solar panel and solar charging regulator. The NEMA enclosure will be mounted to the guardrail of the bridge. The four (4) tilt sensors will be mounted at locations specified by MGE Engineering. Once installed, the system will be tested to ensure sensor readings are sent to the Bridge Monitor Cloud Software (supplied by Trilynx Systems, Inc.) for data storage, analysis, visualization and alarm notification.

---

**FISCAL IMPACT:**

The estimated cost breakdown to the City for the project is detailed below. All quotes associated with this project are attached to this staff report for reference.

Hardware, fabrication, assembly, programming, and bench testing= \$40,288.00

Installation= \$14,830.00

Boom Lift Rental= \$5,067.66

Total= \$60,185.66

The total cost is under the not to exceed amount of \$65,000.00 approved by the City Council during the 10/09/2024 Regular Meeting.

The City will rent the required 135' telescopic boom lift for one week from H&E Equipment Services. The City received two (2) quotes for the rental with H&E Equipment Services being the lower of the two while offering the 135' with United Rentals offering 125' boom lift.

---

### **ALTERNATIVES CONSIDERED:**

Staff considered the alternative of having the installation contractor rent the required boom lift. This alternative presented additional logistical challenges. The City has a relationship with the rental companies and was determined to be a better fit to coordinate this effort for the project.

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### **RECOMMENDATION:**

Staff recommends that the Council approve the Agreement with Water & Earth Technologies, Inc. for the installation of bridge monitoring equipment. Staff also recommends approval for the City to rent the required boom lift for the installation.

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### **ATTACHMENTS:**

- A. AGREEMENT WITH WATER & EARTH TECHNOLOGIES - BRIDGE MONITORIG EQUIP FINAL
- B. WET INSTRUMENTATION INSTALLATION QUOTE XPMG001
- C. ETI-QUOTE#-202064-CITY OF PORTOLA - SCOUR.XLSX - GOOGLE SHEETS
- D. H&E EQUIPMENT SERVICES QUOTE
- E. UNITED RENTALS QUOTE

## AGREEMENT

This Agreement is entered into as of the 8<sup>th</sup> day of January 2025, by and between the City of Portola, a California municipal corporation (the "City") and Water & Earth Technologies, Inc. a Colorado corporation with its principal place of business located in Severance, Colorado ("Contractor"). City and Contractor may be referred to herein individually as "Party" or collectively as "Parties". The Parties hereto agree as follows:

1. DESCRIPTION OF WORK. Contractor agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish and transport all necessary labor, materials, tools, implements, and appliances required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the City, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county and town ordinances, rules, and regulations, the Project which is described as follows:

### The Gulling Street Bridge Scour Monitoring System Installation Project

The Project is for the installation of the scour monitoring system at the Gulling Street Bridge. The scour monitoring system will be provided by ETI Instruments, Inc. and will consist of four (4) tilt sensors, one (1) NEMA enclosure containing a Campbell Scientific data logger, cell modem (Verizon), 12v battery, solar panel and solar charging regulator. The NEMA enclosure will be mounted to the guardrail of the bridge. The four (4) tilt sensors will be mounted at locations specified by MGE Engineering. Once installed, the system will be tested to ensure sensor readings are sent to the Bridge Monitor Cloud Software (supplied by Trilynx Systems, Inc.) for data storage, analysis, visualization and alarm notification. Contractor will provide one fully equipped field service vehicle and two field engineers to install and test the system. Any required permitting and traffic control is not included in this quote and is assumed to be provided by MGE Engineering. To assist in the installation the City of Portola will provide an extending boom lift.

B. The City shall obtain and pay for all required building permits and shall pay any other permit fees, plan check fees, and any similar charges required by public agencies in connection with the Project.

2. EXTRA WORK. If at any time the City desires to make any changes to Project, it may do so and the same shall in no way affect or make void this Agreement, but no such changes shall be made except on the City's written request. Any such changes that decrease the cost of the Project shall be evaluated on a lump-sum basis and this amount shall be deducted from the Contract Price. Any such changes that increase the cost of the Project shall at the City's option be evaluated (1) on a lump-sum basis, the amount thereof to be agreed on in writing before the initiation of such change or (2) on the basis of Contractor's actual out-of-pocket expenses plus ten percent (10%). This extra work shall be held to be completed when the entire Project, as amended by any changes, is finished. No premium rate for overtime, weekend or holiday work is authorized by the City.

3. TIME FOR COMMENCEMENT AND COMPLETION. Contractor agrees to commence work within seven (7) calendar days after receiving notification to do so from the City, and agrees to carry out the Project at all times with the greatest possible dispatch and to complete the entire Project under this Agreement, as may be amended, no later than February 14, 2025.

4. CONTRACT PRICE. The City shall pay Contractor for such labor and materials the total sum Fourteen Thousand Eight Hundred Thirty Dollars (\$14,830.00) as follows: The City agrees to make progress payments to Contractor on or about the fifteenth (15th) day of each month in an amount equal to ninety percent (90%) of the portion of the Contract Price allocable to labor, materials and equipment incorporated into the Project, less the aggregate of previous payments. Requests for payment must be submitted to the City by the 25th day of each month for verification and approval by the City. Upon completion of the Project, the remaining ten percent (10%) of the Contract Price will be paid after the Project is inspected and accepted by the City or the City's Engineer, a Notice of Completion is recorded, and the property is free of all possible liens related to the Contractor's performance.

### 5. TERMINATION OF CONTRACT/DAMAGES.

A. Should Contractor at any time during the progress of the Project refuse or neglect to supply sufficient materials or workmen to complete the Project for a period of more than seven (7) days after having been notified by the City to furnish them, or should Contractor at any time during the progress of the work refuse or fail to make prompt payment to subcontractors, laborers or materialmen for labor performed on or materials furnished to the Project for a period of more than seven (7) days after having been notified by the City to make said payments, the City may terminate this Agreement and contract for completion of the work or complete the work itself and make good any deficiencies and may deduct the costs thereof, including all expenses and attorneys' fees, from the payment then or thereafter due to the Contractor. On completion of said Project by the City or the City's agent, if the unpaid balance of the Contract Price exceeds the actual expenses, including attorneys' fees, incurred by the City

in completing the Project, such excess shall be promptly paid by the City to Contractor. If, however, on completion of the Project by the City or the City's agents, the expenses, including attorneys' fees, incurred by the City in completing the Project exceed the unpaid balance of the Contract Price, such excess shall be promptly paid by Contractor to the City. Additionally, upon default under this Agreement by Contractor, the City may recover from Contractor all damages allowed by law.

B. Should the City fail to pay Contractor within seven (7) days after payment becomes due as provided herein any amount payable by the City to Contractor pursuant to this Agreement, Contractor may, following seven (7) days' written notice thereof to the City, terminate his services under this Agreement until all past-due payments have been received by Contractor or are set aside in an escrow; and, additionally, Contractor may recover from the City all damages allowed by law.

6. DISCHARGE OF LIENS. If at any time during the progress of the work or before the final payment is made, any lien or claim of lien is filed, or notification to withhold money for labor or materials furnished by or through Contractor under this Agreement is served on the City, the City shall have the right to withhold from any payment due Contractor, an amount equal to one and one-half (1-1/2) times the amount of any or all such liens or claims. If Contractor has not settled the liens or claims by the date of completion of the Project, the City shall have the right, but shall not be obliged, to discharge any and all such liens or claims out of the withheld money.

7. INDEMNITY AGREEMENT. Contractor shall indemnify and save harmless the City and its agents and servants, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of Contractor, any subcontractor, or any employees of the City, Contractor, or any subcontractor, or any other person, and damages to or destruction of property of the City or any other person, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, however caused, regardless of any negligence of the City or its agents or servants, be it active or passive, except the sole negligence or willful misconduct of the City or its agents or servants. Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by the City and shall include any and all penalties imposed upon the City on account of the violation of any law or regulation by Contractor.

#### 8. INSURANCE.

A. Before commencement of any work under this Agreement, Contractor shall take out and thereafter during the life of this Agreement maintain in full force and effect an insurance policy written upon a form and by a company which meets with the approval of the City, insuring the City, its officials, officers, agents and employees against loss or liability which may arise during the work on the Project, or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of \$1,000,000 for the death of or injury to any person in any one accident, and \$2,000,000 for the death of or injury to more than one person in any one accident, and \$100,000 for property damage in any one accident. Said policy shall be written in favor of Contractor and all subcontractors and also in favor of the City, its officials, officers, agents, and employees, and shall be maintained in full force and effect until the Project is unconditionally accepted by the City. This insurance policy shall state by its terms that it shall not be canceled without thirty (30) days' written notice thereto having been given to the City. The insurance policy shall also state that for any claims related to this Agreement, Contractor's insurance shall be primary and any insurance or self-insurance maintained by the City, its officials, officers, agents or employees it shall not contribute with it.

B. Before commencement of any work under this Agreement, Contractor shall take out and thereafter during the life of this Agreement, maintain in full force and effect compensation insurance covering Contractor's full liability for compensation to any person or persons who are or may be engaged in the execution of the work done under this Agreement, and to the dependents of such person or persons in compliance with all Workers' Compensation Insurance and Safety Laws of the State of California and amendments thereto.

C. Written proof of compliance with these requirements (a) and (b), including certificates of insurance and endorsements to policies, shall be filed with and approved by the City before commencement of the Project. Contractor shall pay any and all deductibles required by these insurance policies.

9. CONTRACTOR'S WAIVER. Contractor agrees to waive the provisions of California Civil Code Section 2819 with respect to Contractor and any surety engaged by Contractor to provide a performance, payment, or maintenance bond pursuant to the terms of this Agreement.

10. UNAVOIDABLE DELAYS AND DEFAULTS. Either Party, Contractor or the City, shall be excused for any delays or defaults by it in the performance of this Agreement unavoidably caused by the act of the other, or the agents or subcontractors or suppliers of the other, and the Contractor shall be excused for any delays or defaults caused by Acts of God that Contractor could not have reasonably foreseen and provided for, by stormy weather which prevents the work, by strikes, by walk-outs, by civil disorders, by boycotts, or by failure to obtain the necessary materials due to governmental acts, restrictions or regulations, and the time for completion of the Project shall be extended thereby.

11. NOTICE OF COMPLETION. The City shall sign and file for record within five (5) days after the completion of the Project according to the Plans and Specifications, and after a final inspection by the City, its architect and engineer and by the Building Department, and after approval of the Project as fully completed by the City, a Notice of Completion. The recording of said Notice of Completion shall not be a waiver of any rights which the City may have against Contractor.

12. EMPLOYMENT - NON-DISCRIMINATION. Contractor shall comply strictly with applicable federal, state, and local requirements relating to the establishment of non-discriminatory practices in hiring and employment.

13. GUARANTEE. Contractor guarantees that all equipment, materials, supplies, and work furnished on the Project will be free from faulty materials and workmanship and guarantees same against defects in products and workmanship.

14. LAWS AND REGULATIONS. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations relating to the Project. If Contractor observes that the work required under this Agreement is at variance therewith, he shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in the work. If Contractor performs any work contrary to such laws, ordinances, rules and regulations, and without written notice to the City, he shall bear all costs arising therefrom.

15. PREVAILING WAGES AND THE EMPLOYMENT OF APPRENTICES. Contractor shall comply with provisions of the Labor Code related to the payment of prevailing wages and the employment of apprentices, including that Contractor be registered with the California Department of Industrial Relations to perform public works projects and to prepare and submit certified payroll records. The City has determined the general prevailing rates of wages applicable to the work to be done. These rates are set forth in a schedule located at the City office; said schedule is available to any interested Party on request. The Contractor shall post a copy at the jobsite.

16. CUSTOMER RELATIONS. Contractor agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the City's public relations. Contractor agrees that complaints of any nature received from the public or from public authorities shall receive immediate attention. All complaints and any action taken by the Contractor with respect to such complaints shall be reported to the City.

17. CLEAN UP. Contractor shall keep the work site reasonably clear during the progress of the work. Before this Agreement shall be considered complete, Contractor shall clean out ditches that may have been filled during the work, replace damaged surfacing, remove surplus materials and trash, dispose of brush, repair all damages, and otherwise leave the Project in a neat, orderly and workmanlike condition. The surface of the land surrounding the job site shall be returned to its natural contour and condition, and exposed and unsightly stumps, boulders or rocks shall be removed. If the Contractor fails to clean-up, the City may do so and the cost thereof shall be charged to the Contractor.

18. CLAIM BY CONTRACTOR. Any claim brought by a contractor in an amount of \$375,000 or less which arises out of the terms of this Agreement shall be filed and thereafter adjudicated pursuant to California Public Contract Code Sections 20104-20104.6, which provide for the filing of a written claim, consideration of the claim by the City, an opportunity to meet and confer, and the possibility of judicially-ordered mediation and/or arbitration.

Contractor is advised that Public Contract Code Sections 20104-20104.6 contain strict time limits and procedural requirements, and contractor is advised to consult with an attorney in the event that it desires to file a claim with the City.

19. WORK INVOLVING TRENCHING OR EXCAVATION. For any work which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order according the procedure described above. In the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost of, or performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by this contract or by law which pertain to resolution of disputes and protests between contracting Parties.

20. ATTORNEYS', EXPERTS' AND CONSULTANTS' FEES. In the event of any litigation concerning any controversy, claim or dispute between the Parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing Party shall be entitled to recover from the losing Party reasonable expenses, attorneys' fees, experts' fees and consultants' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

21. ASSIGNMENT. Neither Party may assign this Agreement, or payments due under the Agreement, without the written consent of the other Party.

22. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

23. FORUM. Any litigation to enforce or interpret the provisions of this Agreement or the Parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Plumas, State of California.

24. SOLE AND ONLY AGREEMENT. This Agreement, including any exhibits attached hereto, constitutes the sole and only Agreement of the Parties hereto relating to the Project and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

25. CITY POWERS. Nothing herein contained shall be deemed to limit, restrict or modify any right, duty or obligation given, granted, or imposed upon the City by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of the City.

26. TIME OF ESSENCE. Time is of the essence in this Agreement.

27. SEVERABILITY. In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement.



CONTRACTOR:

WATER & EARTH TECHNOLOGIES, INC.

CITY:

CITY OF PORTOLA

By: \_\_\_\_\_

Its: \_\_\_\_\_

Colorado State

Contractor's License No. \_\_\_\_\_

By: \_\_\_\_\_

Ryan N. Bonk, City Manager



Date

9/25/2024

Quotation XPMG001

## Prepared for:

MGE Engineering  
Attn: Martin W. McIlroy  
7415 Greenhaven Drive  
Sacramento, CA 95831  
[mmcilroy@mgeeng.com](mailto:mmcilroy@mgeeng.com)

Federal Tax Identification No.

Quote Valid Thru

84-1440328

10/25/2024

Prepared by: Markus Ritsch

Water & Earth Technologies, Inc.  
40504 Weld Co Rd 17  
Severance, CO 80524  
Phone (970) 225-6080  
email: mlritsch@wetec.us

Quote Title: Gulling Street Bridge Scour System Installation

## Quote Information

This quote provided by Water & Earth Technologies, Inc. (WET) is for the installation of the scour monitoring system at the Gulling Street Bridge. The scour monitoring system will be provided by ETI Instruments, Inc. and will consist of one (1) radar water surface elevation sensor, four (4) tilt sensors, one (1) NEMA enclosure containing a CR1000X data logger, cell modem (Verizon), 12v battery, solar panel and solar charging regulator. The NEMA enclosure will be mounted to the guardrail of the bridge. The radar sensor will be installed inside the NEMA enclosure. The four (4) tilt sensors will be mounted at locations specified by MGE Engineering. Once installed, the system will be tested to ensure sensor readings are sent to the Bridge Monitor Cloud Software (supplied by TriLynx Systems, Inc.) for data storage, analysis, visualization and alarm notification. WET will provide one fully equipped field service vehicle and two field engineers to install and test the system. Any required permitting and traffic control is not included in this quote and is assumed to be provided by MGE Engineering.

Item Description	Unit Price	Qty	Units	Amount
Installation Labor - Field Engineer	\$ 150.00	24	Hr	\$ 3,600.00
Installation Labor - Field Tech I	\$ 120.00	24	Hr	\$ 2,880.00
Mobilization	\$ 1,650.00	2	Day	\$ 3,300.00
Per Diem (Food and Lodging) 2 people for 5 days total	\$ 490.00	5	Day	\$ 2,450.00
Misc. Installation Hardware/Conduit Procured in California	\$ 1,000.00	1	N/A	\$ 1,000.00
Project Management	\$ 200.00	4	Hr	\$ 800.00
Rental Equipment (boom truck)	\$ 800.00	1	N/A	\$ 800.00
				\$ -
Items Total				\$ 14,830.00

Total Cost	\$	14,830.00
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<b>DATE:</b>	9/19/2024
<b>TITLE:</b>	City of Portola Scour Monitoring System
<b>QUOTED BY:</b>	Andrew Ehlers
<b>EMAIL:</b>	<a href="mailto:andrew@etisensors.com">andrew@etisensors.com</a>

<b>PREPARED FOR:</b>	Martin McIlroy
<b>AGENCY:</b>	MGE Engineering
<b>PHONE:</b>	916-421-1000
<b>EMAIL:</b>	<a href="mailto:mmcilroy@mgeeng.com">mmcilroy@mgeeng.com</a>
<b>ADDRESS:</b>	7415 Greenhaven Ddrive Sacramento, CA 95831

## ETI INSTRUMENT SYSTEMS, INC.

40504 Weld County Road 17  
Severance, CO 80524  
Phone: (970) 484-9393  
Cell: (970) 443-3399  
FED. ID. # 84-4648781

<b>Quotation Total: \$ 40,288.00</b>
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<b>QUOTATION:</b>	<b>202064</b>
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ITEM NO.	HARDWARE, TELEMETRY AND DATA FEES	UNIT	QTY	AMOUNT
1	Monitoring Station with CR1000X Data Logger	Each	1	\$ 12,559.25
	C22 - Radar Water Level Sensor	Each	1	
	X-Y Tilt Sensor	Each	4	
2	Cellular Modem with 5 Year Data Plan	Year	5	\$ 7,528.75
3	Cloud Hosted Data Server with Web Display	Year	5	\$ 8,200.00
	Alarm Notification (included)			
	5 Year Data Plan			
<b>ITEMS TOTAL:</b>				<b>\$ 28,288.00</b>
ITEM NO.	LABOR DESCRIPTION			AMOUNT
4	Project Management, Construction Planning, Installation Details			\$ 6,000.00
5	Fabrication, Assembly, Programming, Bench Testing			\$ 6,000.00
				\$ -
<b>LABOR TOTAL:</b>				<b>\$ 12,000.00</b>
				-
<b>TOTAL:</b>				<b>\$ 40,288.00</b>

ETI will provide the scour monitoring system components. Installation of the scour monitoring system will be completed by a separate contractor.

**Branch:**  
Reno, NV (4039)  
845 N Hills Boulevard  
Reno, NV 89506-6800  
Phone: (775) 358-3323  
Fax: (775) 358-9507

**Jobsite:**  
120 Main St  
120 Main St  
Portola, CA 96129

**Customer:**  
CITY OF PORTOLA  
PO Box 1225  
Portola, CA 96122-1225

**Jobsite Contact:**  
Name: Todd  
Phone: (530) 251-6048

<b>Rental Reservation</b>	<b>311196985</b>
<b>Customer #</b>	1243749
<b>Purchase Order #</b>	TBD
<b>Ordered By</b>	Todd
<b>Phone</b>	(530) 251-6048
<b>Contract Date</b>	12/11/2024
<b>Date Out</b>	01/13/2025 08:00 AM
<b>Est. Return Date</b>	01/19/2025 05:00 PM
<b>Incoterms</b>	H&E Delivery
<b>Coordinator</b>	twilkey

## Rental Items

Qty	Equipment	Description	Meter Out	Day	Week	4 Week	Est. Total
1		Straight Boom 135' Diesel		\$1,750.00	\$3,950.00	\$9,500.00	\$3,950.00

## Misc./Sales Items

Qty	Description	Price	UoM	Est. Total
1	Delivery Charge	\$350.00	EA	\$350.00
1	Pick Up Charge	\$350.00	EA	\$350.00
1	Environment Fee			\$98.75
1	Loss Damage Waiver			\$0.00

Est. Subtotal	\$4,748.75
Est. Tax	\$318.91
Est. Total	\$5,067.66

## Comments/Notes

1 Week Rental

\*Actual charges based on rental amount. For information, see Section 5 of the Rental Agreement Terms and Conditions or visit [he-equipment.com/resources](http://he-equipment.com/resources)  
Lessee will be charged for fuel usage, at a rate of \$9.50/gallon, upon return. Lessee is responsible for terminating the rental by calling (775) 358-3323. Pursuant to the terms and conditions of this agreement, Lessee must provide acceptable proof of insurance, and Lessee's failure to provide proof of insurance will trigger the applicable loss damage waiver provisions outlined on the reverse side. The charge for loss damage waiver, if imposed, will be 15% of the gross rental rate.  
**LESSEE LEASES THE EQUIPMENT ACCORDING TO THE RENTAL TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT.**  
**Note, loss damage waiver is not insurance.**  
**BY ACCEPTING DELIVERY OF THE EQUIPMENT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO THE PURCHASE OF A LOSS DAMAGE WAIVER WHERE APPLICABLE**

x \_\_\_\_\_  
Lessee-Customer's Signature

x *Todd Roberts*  
Customer Name Printed

x \_\_\_\_\_  
Lessor-H&E Equipment Services/Date

If other than Lessee, signature represents he/she is agent of and authorized to sign Lessee.



BRANCH DL8  
3750 N VIRGINIA ST  
RENO NV 89506-7828  
775-322-8228  
775-322-4949 FAX

# 242344293

Job Site

CITY OF PORTOLA  
PORTOLA BRIDGE  
PORTOLA CA 96122

Office: 530-832-6802 Job: 530-832-6802

CITY OF PORTOLA  
PO BOX 1225  
PORTOLA CA 96122-1225

Customer # : 3546850  
Quote Date : 12/11/24  
Estimated Out : 12/16/24 08:00 AM  
Estimated In : 12/23/24 08:00 AM  
UR Job Loc : PORTOLA BRIDGE, PORT  
UR Job # : 6  
Customer Job ID:  
P.O. # : QUOTE ONLY  
Ordered By : TODD ROBERTS  
Written By : ELIZABETH MINK  
Salesperson :

**This is not an invoice  
Please do not pay from this document**

## RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	3109800	BOOM 125' TELESCOPIC WITH JIB 4WD	1,640.00	1,640.00	4,077.00	10,722.00	4,077.00
YOU HAVE RENTED A MOBILE ELEVATING WORK PLATFORM (MEWP). SOME OF OUR MEWPS HAVE BEEN EQUIPPED WITH ACCESSORIES THAT MAY REDUCE THE RISK OF ENTRAPMENT HAZARDS AND CRUSHING INJURIES. OTHERS CAN HAVE THESE ACCESSORIES ADDED. FEEL FREE TO DISCUSS THESE ACCESSORIES WITH YOUR LOCAL BRANCH AND EXPLORE WHETHER YOU WOULD LIKE TO RENT A UNIT EQUIPPED WITH THIS TECHNOLOGY FOR YOUR PARTICULAR PROJECT. FOR FURTHER INFORMATION ON MEWP SAFETY, PLEASE WATCH THE FOLLOWING VIDEO: <a href="http://UNITEDRENTALS.COM/MEWPS-SAFETY">HTTP://UNITEDRENTALS.COM/MEWPS-SAFETY</a>							

## SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 81.540	EACH	81.54
1	DELIVERY CHARGE	317.540	EACH	317.54
1	PICKUP CHARGE	317.540	EACH	317.54
Sales/Misc Subtotal:				716.62
Agreement Subtotal:				4,793.62
Tax:				324.51
Estimated Total:				5,118.13

## COMMENTS/NOTES:

CONTACT: TODD ROBERTS  
CELL#: 530-251-6048

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE CITY OF PORTOLA,  
THE COUNTY OF PLUMAS,  
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

**1. TERM**

1.1. Effective Dates. This Agreement shall be effective for a period of twelve (12) months from July 1, 2024 through June 30, 2025 unless terminated sooner as provided herein.

1.2. Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3. Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4. Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

**2. SCOPE OF SERVICE**

2.1. Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, some municipal police protection services, duties and functions customarily rendered by a city police department under the statutes of the State of California within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. Such services shall include the following:

2.1.1 Enforcement of State statutes;

- 2.1.2 General traffic enforcement;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Animal Control Services;
- 2.1.5 In the event the PCSO experiences a shortage of manpower and cannot fully staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and will not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County;
- 2.1.6 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.
- 2.1.7 All law enforcement services provided under this Agreement are subject to the operational standards and policies of PCSO.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Sheriff shall come through the City Manager.

### **3. REPORTS AND MEETINGS**

3.1 Reports. On a monthly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; and (v) any other information considered pertinent by PCSO. At no additional charge to the City, PCSO will, if requested, provide an in-person, verbal, quarterly report to the City Council, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. At no additional charge to the City, PCSO personnel

will attend meetings of City's City Council at least quarterly or as requested by the City Manager or City Council.

3.4 Grants. PCSO and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

#### **4. SCHEDULING OF ASSIGNED DEPUTY**

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder. The City Manager will consult with PCSO regarding PCSO's scheduling and performance under this Agreement.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning performance of services under this Agreement shall be handled and investigated by PCSO.

#### **5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)**

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any rights or privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, other compensation or benefits to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

#### **6. COMPENSATION FOR SERVICES RENDERED**

6.1 Base Payment. City shall compensate the County of Plumas a sum of \$130,000.00 (one hundred and thirty thousand dollars for the law enforcement and PCSO for the services



rendered provided under this Agreement. Payment shall be made no later than 30 days after the City receives COPS funding from the State of California remitted through the County, typically in January, April, and July.

6.2 Credits.

- 6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.
- 6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.
- 6.2.3 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease pertaining thereto.

**7. INDEMNIFICATION**

7.1. Claims Arising from Sole Acts or Omissions of County. County hereby agrees to defend and indemnify City, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2. Claims Arising From Sole Acts or Omissions of City. The City hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7.3. Claims Arising From Concurrent Acts or Omissions. County hereby agrees to defend itself, and the City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City

agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 7.5 below.

7.4. Joint Defense. Notwithstanding section 7.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

7.5. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

## **8. SUBROGATION**

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

## **9. RIGHT TO AUDIT RECORDS**

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

## **10. ADMINISTRATION OF COPS GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS**

City will use Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and may use any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and

will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of COPS and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code.

## **11. SPECIAL EVENT SERVICES**

At the request of City, or at the request of community organizations or private individuals with written concurrence of the City Manager, PCSO may agree to provide extra law enforcement/security services for special events and functions occurring within the City. If PCSO provides such extra services, it shall do so in the same basis that it provides similar services in the unincorporated areas of the County.

## **12. INTERNAL POLICIES**

If requested by PCSO or the City Manager, an internal policy memorandum may be entered into by and between PCSO and the City Manager with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to implement, interpret, or clarify administratively one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

## **13. AMENDMENTS**

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

## **14. NOTICES**

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time may be designated by the respective Parties:

**County**

Chief Administrative Officer  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971

**City**

City Manager  
PO. Box 1225  
Portola, CA 96122

**PCSO**

Todd Johns, Sheriff  
PO. Box 1106  
Quincy, CA 95971

An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971

**15. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**16. ENTIRE AGREEMENT**

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

**17. NO OBLIGATIONS TO THIRD PARTIES**

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any third parties.

**18. CONSTRUCTION OF AGREEMENT**

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

## **19. ADDITIONAL DOCUMENTS AND AGREEMENTS**

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

## **20. ASSIGNMENT/DELEGATION**

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

## **21. DISPUTE RESOLUTION**

Should any dispute arise between City and County or City and PCSO concerning the terms of this Agreement, City and County or City and PCSO, as may be the case, shall meet and attempt to amicably resolve the dispute (“Informal Resolution”). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, the parties shall be free to pursue any remedy available to them at law.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

**CITY OF PORTOLA**

By: \_\_\_\_\_

Title: Interim City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title: Mayor, City of Portola

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title: City Attorney

**COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Title: Sheriff

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: Clerk of the Board

By: \_\_\_\_\_

Title: Chair of the Board of Supervisors

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title: County Counsel

# 2025-2026 Draft Budget Schedule

<b>Council-Staff Goal Setting</b>	<b>** February 19 3:00</b>
Budget Worksheets to staff	February 19
Current Level of service Budgets due from staff	March 20
Finance Department - Evaluation of Current Level of Service Budget	March 24- April 23
New Project – Capital Project Requests due from City Staff	April 2
<b>Public Comment to City Council re: Budget Preparation</b>	<b>** March 26</b>
<b>Public Comment to City Council re: Budget Preparation</b>	<b>** April 9</b>
Finance Department Delivers Proposed Budget to City Manager	April 30
Draft of Year 2025-2026 Budget Delivered to City Council For Review	May 1
<b>City Council Budget Work Sessions/Presentations by Staff</b>	<b>** May 7 3:00 pm</b>
Proposed 2025-2026 FY Budget Submitted to City Council And Filed with City Clerk for Public Review	June 5
<b>2025-2026 FY Proposed Budget, Public Hearing</b>	<b>** June 11</b>
<b>City Council Adopts Final 2025-2026 FY Budget</b>	<b>** June 25</b>

Note: (\*\*) denotes City Council involvement in budget review process