



City of Portola
AGENDA

Regular Meeting
April 23, 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 on the online agenda by clicking on the "comment" section next to each agenda item listed below.

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

1. Call to Order

- A. Roll Call
- B. Pledge of Allegiance

2. Public Comments

☒ **Discussion**  [Comment](#)

This section is intended to provide members of the public with an opportunity to comment on any

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

3. City Communications

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

A. City Council Communications

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

C. Staff Communications

D. 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. 2609. The resolution authorizes payment of payroll from March 22nd, 2025, through April 4th, 2025, and payment of accounts payable from April 10th, 2025, through April 23rd, 2025.

The amount of payroll to be paid is \$35,878.22.

The amount of accounts payable to be paid is \$87,472.27.

The total amount to be paid is \$123,350.49.

B. Minutes

Adopt the minutes of the April 9th Regular meeting of the City Council.

C. Renewal of Proclamations:

State of Emergency Gold Complex Fire July 22nd, 2024

State of Emergency Winter Storms January 27th, 2023

5. Public Comment - 2025/2026 Budget Preparation

☒ Discussion ☒ Possible Action  [Comment](#)

Receive public comment relating to the preparation of the 2025/2026 City Budget. Provide direction

to staff.

6. Portola Youth and Tobacco: Smoke Free High County- City Messaging to Retailers

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

Staff will update the City Council on the status and potential next steps.

7. Employment Agreement- City Engineer- Rio Grande Street Pavement Rehabilitation STIP Project

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

Staff will present the draft employment agreement for the City Engineer on the Rio Grande Street Pavement Rehabilitation STIP Project.

8. Adjournment

From: [Jack Rosevear](#)
To: [Ryan Bonk, City Manager](#)
Cc: [Cary Curtis](#)
Subject: Thank You
Date: Wednesday, April 16, 2025 12:33:59 AM

Hi Ryan. Hoping you are well. I wanted to express my appreciation for the actions of your Community Engagement Officer, Brian Attama, at the scene of a recent critical medical emergency on West Sierra Ave. On Monday, 4/14/25 at 11:09am, a resident of the City was severely injured when his vehicle accidentally rolled over him. Fire and Medics were dispatched to the scene. Hearing the call, Brian responded to the area and played a crucial role getting the patient stabilized, loaded and transported to an awaiting helicopter, for flight to the regional trauma center.

With this serious of a traumatic incident, seconds count. I appreciate the teamwork everyone shows in helping to save a life. Please accept my thanks and gratitude for the partnership the City, Fire and Hospital District have together. Being able to utilize Brian, while on duty, absolutely made a positive difference.

Thanks again for a job well done by Brian, supported by an outstanding City management.

Respectfully,
Jack

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

RESOLUTION NO. 2609

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR PAYROLL FOR THE PERIOD
March 22nd, 2025, THROUGH April 4th, 2025, AND ACCOUNTS PAYABLE
FROM
April 10th, 2025, THROUGH April 23rd, 2025**

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.

Payroll:	
03/22/2025-4/04/2025	\$35,878.22
Total Payroll	\$35,878.22
AP Check Nos:	46933-46961
VOIDS	46931,46932
Total Accounts Payable	\$87,472.27
Total Claims	\$123,350.49

PASSED, APPROVED AND ADOPTED this 23rd day of April 2025, by the following vote:

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

ATTEST: _____
Jim Murphy, Mayor

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 April 23rd, 2025.

Malachi Mansfield, Deputy City Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0005	AIRGAS, INC.							
I-202504153296	AIRGAS, INC.	R	4/23/2025			046933		
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	ACETYLENE / OXYGEN		134.84				
720 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	ACETYLENE / OXYGEN		134.83				
710 311-600.06	MATERIALS AND SUPPLIES	CARBON DIOXIDE		103.99				
710 311-600.06	MATERIALS AND SUPPLIES	NITROGEN		103.99				477.65
0010	AMAZON CAPITOL SERVICES							
I-202504153294	AMAZON CAPITOL SERVICES	R	4/23/2025			046934		
100 414-600.06	MATERIALS AND SUPPLIES	AMAZON CAPITOL SERVI		48.25				48.25
0015	AMERIGAS							
I-202504153293	AMERIGAS	R	4/23/2025			046935		
710 311-600.04	GAS AND ELECTRIC	PW		336.12				
720 311-600.04	GAS AND ELECTRIC	PW		336.13				
100 211-600.04	GAS AND ELECTRIC	N F H FINAL		1,168.36				
100 211-600.04	GAS AND ELECTRIC	S F H FINAL		754.00				2,594.61
0021	AT&T							
I-202504153295	AT&T	R	4/23/2025			046936		
710 311-600.05	TELEPHONE	800 LINE		2.21				
720 311-600.05	TELEPHONE	800 LINE		2.22				4.43
0039	BULLET INFORMATION TECHNOLOGY							
I-202504153297	BULLET INFORMATION TECHNOLOGY	R	4/23/2025			046937		
720 311-600.18	PROFESSIONAL SERVICES	COMPUTER IT		802.66				
710 311-600.18	PROFESSIONAL SERVICES	COMPUTER IT		802.68				
100 111-600.18	PROFESSIONAL SERVICES	COMPUTER IT		802.66				2,408.00
0086	FOLCHI LOGGING & CONSTR., INC.							
I-202504153299	FOLCHI LOGGING & CONSTR., INC.	R	4/23/2025			046938		
710 311-600.76	LINE REPAIR	ROAD BASE		886.15				
100 414-600.91	GRANT EXPENDITURES	MIX		772.20				1,658.35
0101	HUNT & SONS, INC.							
I-202504153300	HUNT & SONS, INC.	R	4/23/2025			046939		
100 413-600.45	BUILDING EXPENSE	HEATING OIL		193.20				193.20
0103	IEDA							
I-202504153305	IEDA	R	4/23/2025			046940		
100 111-510.01	PERSONNEL COSTS	LABOR RELATION FEES		13.69				
100 113-510.01	PERSONNEL COSTS	LABOR RELATION FEES		6.91				
100 114-510.01	PERSONNEL COSTS	LABOR RELATION FEES		6.07				
100 311-510.01	PERSONNEL COSTS	LABOR RELATION FEES		13.68				
207 315-510.01	PERSONNEL COSTS	LABOR RELATION FEES		12.42				
208 317-510.01	PERSONNEL COSTS	LABOR RELATION FEES		15.80				
710 311-510.01	PERSONNEL COSTS	LABOR RELATION FEES		103.81				
720 311-510.01	PERSONNEL COSTS	LABOR RELATION FEES		80.96				

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0103	IEDA	CONT						
I-202504153305	IEDA	R	4/23/2025			046940		
730 311-510.01	PERSONNEL COSTS	LABOR	RELATION FEES	9.44				262.78
0105	INTERMOUNTAIN DISPOSAL							
I-202504153302	INTERMOUNTAIN DISPOSAL	R	4/23/2025			046941		
100 411-600.94	REFUSE COLLECTION	COP04 - MAR	441	221.59				
100 413-600.94	REFUSE COLLECTION	COP06 - MAR	424	16.04				
710 311-600.94	REFUSE COLLECTION	COP03 - MAR	120	168.25				
720 311-600.94	REFUSE COLLECTION	COP03 - MAR	120	168.26				
100 111-600.94	REFUSE COLLECTION	COP0R - MAR	35 T	89.97				664.11
0105	INTERMOUNTAIN DISPOSAL							
I-202504153304	INTERMOUNTAIN DISPOSAL	R	4/23/2025			046942		
720 311-600.18	PROFESSIONAL SERVICES	COP07 INV #19797 SE		228.67				
720 311-600.82	SEWER POND MAINTENANCE	COP10 INV #19983 SL		6,000.00				6,228.67
0111	JEFFERSON SUPPLY COMPANY							
I-202504153301	JEFFERSON SUPPLY COMPANY	R	4/23/2025			046943		
100 414-600.06	MATERIALS AND SUPPLIES	SPRINKLER REPAIR PAR		630.99				630.99
0136	MANHARD CONSULTING							
I-202504153318	MANHARD CONSULTING	R	4/23/2025			046944		
100 117-600.18	PROFESSIONAL SERVICES	SENIOR & STAFF PLANN		5,590.00				5,590.00
0148	NAPA SIERRA							
I-202504153309	NAPA SIERRA	R	4/23/2025			046945		
710 311-600.08	VEHICLE REPAIR & MAINTENANCE	FUEL FILTER		1.06				
208 317-600.06	MATERIALS AND SUPPLIES	STARTER FLUID,AIRFIL		89.58				
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	BATTERY		225.07				315.71
0159	OFFICE DEPOT							
I-202504153308	OFFICE DEPOT	R	4/23/2025			046946		
100 111-600.06	MATERIALS AND SUPPLIES	OFFICE SUPPLIES PPR		41.21				
100 112-600.06	MATERIALS AND SUPPLIES	OFFICE SUPPLIES PPR		10.30				
100 113-600.06	MATERIALS AND SUPPLIES	OFFICE SUPPLIES PPR		41.21				
100 114-600.06	MATERIALS AND SUPPLIES	OFFICE SUPPLIES PPR		10.30				
100 117-600.06	MATERIALS AND SUPPLIES	OFFICE SUPPLIES PPR		10.30				
720 311-600.06	MATERIALS AND SUPPLIES	OFFICE SUPPLIES PPR		41.21				
710 311-600.06	MATERIALS AND SUPPLIES	OFFICE SUPPLIES PPR		41.22				
730 311-600.06	MATERIALS AND SUPPLIES	OFFICE SUPPLIES PPR		10.31				206.06
0184	PLUMAS SIERRA RURAL ELECTRIC							
I-202504153310	PLUMAS SIERRA RURAL ELECTRIC	R	4/23/2025			046947		
710 325-600.04	GAS AND ELECTRIC	LDWTP ELEC READING 2		1,473.27				1,473.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0185	PLUMAS SIERRA TELECOMMUNICAT							
I-202504153312	PLUMAS SIERRA TELECOMMUNICAT	R	4/23/2025			046948		
710 325-600.05	TELEPHONE	LDWTP	WIFI	60.00				
710 311-600.05	TELEPHONE	PW	BROADBAND	54.50				
720 311-600.05	TELEPHONE	PW	BROADBAND	54.50				
100 113-600.05	TELEPHONE	CH	BROADBAND	10.90				
100 111-600.05	TELEPHONE	CH	BROADBAND	31.61				
710 311-600.05	TELEPHONE	CH	BROADBAND	27.25				
720 311-600.05	TELEPHONE	CH	BROADBAND	27.25				
100 211-600.05	TELEPHONE	CH	BROADBAND	5.45				
100 413-600.05	TELEPHONE	CH	BROADBAND	6.54				
100 413-600.05	TELEPHONE	WH	BROADBAND WIRELES	109.00				387.00
0188	PORTER SIMON CORPORATION							
I-202504153322	PORTER SIMON CORPORATION	R	4/23/2025			046949		
100 111-600.13	LEGAL FEES	GLCSD &	GEN REP	3,665.75				
100 117-600.13	LEGAL FEES	GLCSD &	GEN REP	999.75				
710 311-600.13	LEGAL FEES	GLCSD &	GEN REP	999.75				
720 311-600.13	LEGAL FEES	GLCSD &	GEN REP	999.75				6,665.00
0192	PURCHASE POWER - PITNEY BOWES							
I-202504153311	PURCHASE POWER - PITNEY BOWES	R	4/23/2025			046950		
100 111-600.02	POSTAGE	POSTAGE	FOR METER	170.64				
100 113-600.02	POSTAGE	POSTAGE	FOR METER	170.64				
710 311-600.02	POSTAGE	POSTAGE	FOR METER	170.66				
720 311-600.02	POSTAGE	POSTAGE	FOR METER	170.64				
730 311-600.02	POSTAGE	POSTAGE	FOR METER	170.64				853.22
0231	SUCCEED.NET							
I-202504153313	SUCCEED.NET	R	4/23/2025			046951		
100 112-601.04	CITY WEB PAGE	CH	WEBHOSTING	42.50				
100 413-601.04	CITY WEB PAGE	WH	WEBHOSTING	42.50				85.00
0235	SUSAN SCARLETT							
I-202504153314	SUSAN SCARLETT	R	4/23/2025			046952		
100 113-600.10	ACCOUNTING FEES	APRIL	ACCOUNTING SER	1,100.00				
207 315-600.10	ACCOUNTING FEES	APRIL	ACCOUNTING SER	495.00				
208 317-600.10	ACCOUNTING FEES	APRIL	ACCOUNTING SER	495.00				
710 311-600.10	ACCOUNTING FEES	APRIL	ACCOUNTING SER	1,430.00				
720 311-600.10	ACCOUNTING FEES	APRIL	ACCOUNTING SER	1,430.00				
730 311-600.10	ACCOUNTING FEES	APRIL	ACCOUNTING SER	550.00				5,500.00
000029	COUNTRY BREEZE CLEANING							
I-202504153298	COUNTRY BREEZE CLEANING	R	4/23/2025			046953		
100 111-600.45	BUILDING EXPENSE	CH	JANITORIAL CLEANI	133.33				
710 311-600.45	BUILDING EXPENSE	CH	JANITORIAL CLEANI	133.33				
720 311-600.45	BUILDING EXPENSE	CH	JANITORIAL CLEANI	133.34				400.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000098	MDK,LLC WESTERN ENVIRONMENTA							
I-202504153321	MDK,LLC WESTERN ENVIRONMENTA	R	4/23/2025			046954		
710 311-600.51	TESTING		LAB/TESTING	384.69				
720 311-600.51	TESTING		LAB/TESTING	3,536.78				3,921.47
000102	NORTHERN TOOL COMMERCIAL ACCOU							
I-202504153307	NORTHERN TOOL COMMERCIAL ACCOU	R	4/23/2025			046955		
100 414-600.07	EQUIPMENT REPAIR/MAINTENANCE		TRAILER ASST GORILL	193.04				193.04
000008	NUTRIEN AG SOLUTIONS INC							
I-202504153317	NUTRIEN AG SOLUTIONS INC	R	4/23/2025			046956		
100 414-600.06	MATERIALS AND SUPPLIES		23-0-6 SIG WEED & FE	675.00				675.00
0222	SMALL CITIES ORGANIZED RISK EF							
I-202504153306	SMALL CITIES ORGANIZED RISK EF	R	4/23/2025			046957		
100 111-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	475.29				
100 113-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	237.64				
100 114-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	712.93				
100 311-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	2,138.80				
100 411-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	1,188.22				
100 112-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	237.64				
100 212-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	950.58				
207 315-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	2,138.80				
208 317-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	1,901.16				
100 111-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	237.64				
710 311-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	7,842.27				
720 311-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	4,752.59				
730 311-510.01	PERSONNEL COSTS		4th QTR WC PREMIUM	950.90				23,764.46
000083	TCE SOLUTIONS							
I-202504153315	TCE SOLUTIONS	R	4/23/2025			046959		
100 212-600.95	CODE ENFORCEMENT		CODE ENF TRAINING	1,280.00				1,280.00
0239	THATCHER , INC							
I-202504153316	THATCHER , INC	R	4/23/2025			046960		
710 311-601.12	Chemicals		CM 5020080125 DRUM R	1,253.94CR				
720 311-601.12	Chemicals		SANI CHLOR; SODIUM B	6,484.98				5,231.04
000103	WM CORPORATE SERVICES, INC, as							
I-202504153319	WM CORPORATE SERVICES, INC, as	R	4/23/2025			046961		
720 311-600.82	SEWER POND MAINTENANCE		SLUDGE REMOVAL	15,760.96				15,760.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	28	87,472.27	0.00	87,472.27
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	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 111-510.01	PERSONNEL COSTS	726.62
100 111-600.02	POSTAGE	170.64
100 111-600.05	TELEPHONE	31.61
100 111-600.06	MATERIALS AND SUPPLIES	41.21
100 111-600.13	LEGAL FEES	3,665.75
100 111-600.18	PROFESSIONAL SERVICES	802.66
100 111-600.45	BUILDING EXPENSE	133.33
100 111-600.94	REFUSE COLLECTION	89.97
100 112-510.01	PERSONNEL COSTS	237.64
100 112-600.06	MATERIALS AND SUPPLIES	10.30
100 112-601.04	CITY WEB PAGE	42.50
100 113-510.01	PERSONNEL COSTS	244.55
100 113-600.02	POSTAGE	170.64
100 113-600.05	TELEPHONE	10.90
100 113-600.06	MATERIALS AND SUPPLIES	41.21
100 113-600.10	ACCOUNTING FEES	1,100.00
100 114-510.01	PERSONNEL COSTS	719.00
100 114-600.06	MATERIALS AND SUPPLIES	10.30
100 117-600.06	MATERIALS AND SUPPLIES	10.30
100 117-600.13	LEGAL FEES	999.75
100 117-600.18	PROFESSIONAL SERVICES	5,590.00
100 211-600.04	GAS AND ELECTRIC	1,922.36
100 211-600.05	TELEPHONE	5.45
100 212-510.01	PERSONNEL COSTS	950.58
100 212-600.95	CODE ENFORCEMENT	1,280.00
100 311-510.01	PERSONNEL COSTS	2,152.48
100 411-510.01	PERSONNEL COSTS	1,188.22
100 411-600.94	REFUSE COLLECTION	221.59
100 413-600.05	TELEPHONE	115.54

Bullet Information Technology Solutions
PO Box 539
Quincy, CA 95971
530.283.4863

Invoice

Date	Invoice #
1/30/2025	20252121

Bill To
City of Portola 35 Third Avenue Portola, CA 96122

CITY OF PORTOLA • PORTOLA, CALIFORNIA 96122

THIS CHECK INCLUDES VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND AND MICROPRINTING

CITY OF PORTOLA

P.O. BOX 1225
PORTOLA, CA 96122
(530) 832-4218

PLUMAS BANK
PORTOLA, CA
90-3828/1211

30 DAYS **046931**

Due on receipt

PAY
TO THE
ORDER
OF

Description	Qty	Rate	Serviced	Amount
remote maintenance of server- run updates check	3	70.00	12/3/2024	210.00
hard drives check log files.				
check server back and work on general issues at	5	70.00	12/10/2024	350.00
city hall				
check old machines for e-mail information and	2.5	70.00	1/2/2025	175.00
track down e-mail server info				
remote maintenance of server - run updates check	1	70.00	1/2/2025	70.00
drives and check backups				
check onsite backups and check network	3	70.00	1/14/2025	210.00
check licensing and local backup, verify online	3.5	70.00	1/28/2025	245.00
backup				
remote maintenance of server- check files run	2	70.00	1/28/2025	140.00
updates restart server, reset admin for Microsoft				
account. reset password for utility e-mail				

WARNING: DO NOT CASH UNLESS "ORIGINAL DOCUMENT" APPEARS ON BACK OF CHECK

⑈046931⑈ ⑆121138288⑆ 1219 0004 2⑈

046931

Total

Payments/Credits

Balance Due

bullettech@netzero.net

www.bulletinfotech.com

Bullet Information Technology Solutions
PO Box 539
Quincy, CA 95971
530.283.4863

Invoice

Date	Invoice #
1/30/2025	20252121

Bill To
City of Portola 35 Third Avenue Portola, CA 96122

CITY OF PORTOLA • PORTOLA, CALIFORNIA 96122

THIS CHECK INCLUDES VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND AND MICROPRINTING

CITY OF PORTOLA

P.O. BOX 1225
PORTOLA, CA 96122
(530) 832-4218

PLUMAS BANK
PORTOLA, CA
90-3828/1211

30 DAYS **046932**

Due on receipt

PAY

TO THE
ORDER
OF

[Handwritten signature]

By

By

[Handwritten signature]

WARNING: DO NOT CASH UNLESS "ORIGINAL DOCUMENT" APPEARS ON BACK OF CHECK

⑈046932⑈ ⑆121138288⑆ 1219 0004 2⑈

046932

Total \$2,408.00

Payments/Credits \$0.00

Balance Due \$2,408.00

Now you can pay your invoice online!
Visit our website for payment options.

Terms: 30 days - LATE FEE(s) will apply.

Thank you for your business.

bullettech@netzero.net

www.bulletinfotech.com



City of Portola
Minutes
Regular Meeting
April 09, 2025 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 Jim Murphy.

A. Roll Call

Present: Mayor Jim Murphy, Mayor Pro-Tem Bill Powers, Councilmember Leah Turner, Councilmember Mikki Battaglia, Councilmember Pat Morton

Staff Present: City Manager Ryan Bonk, Deputy City Clerk Malachi Mansfield, City Attorney Steve Gross (Zoom), Finance Officer Susan Scarlet (Zoom), Senior Planning Consultant Karen Downs (Zoom)

B. Pledge of Allegiance

Led by Mayor Jim Murphy

2. Public Comments

Public Comment: None

3. City Communications

A. City Council Communications

Councilmember Turner- The process for creating a new dog park is progressing.

Councilmember Morton- Attended a transportation meeting in March and spoke about upcoming projects with the council.

Councilmember Battaglia- Attended the Plumas County Firesafe Council Meeting on March 13th, two Plumas County Board of Supervisors meetings, the Airport Land Use Commission, the Beckwourth Peak Fire Protection District Stakeholder Meeting, and the Caltrans restriping meeting. The next meeting of the Portola Firewise meeting was canceled.

Mayor Pro Tem Powers- Attended Transportation Commission, Beckwourth Peak Fire Protection District.

Mayor Murphy- Attended Caltrans restriping meeting

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

Beckwourth Peak Fire Protection District- No report

Plumas County Sheriff- No report

Northern Sierra Air Quality Control District- Q1 2025 reported fifteen changeouts.

C. Staff Communications

None

D. City Manager Report

Gulling Street bridge FEMA obligation for riprap repair was approved by FEMA. The next steps are to procure materials as well as equipment and coordinate with the Army Corps of Engineers on permitting. Once the project is permitted, work must begin within 14 days.

Public Works- Water leak on North Gulling St. has been fixed replacing thirty feet of water line and twelve feet of culvert. Dedicated pavement crew is in development with areas being targeted for work based on criticality and funding.

Air Quality Management Division Grant- Currently upgrading gas powered equipment to electric. Expenses will be reimbursed through grant. Public Works Director Todd Roberts is demoing electric equipment along with staff.

Caltrans Restriping Project- The community had positive impressions of the project. Caltrans will be moving forward with the restriping based on the feedback from the community at the Caltrans event.

Liberty Utilities- Will be hosting an open house on April 30th that invites discussion from community members.

The city newsletter will continue on a quarterly basis.

Public records requests were on a downward trend.

4. Consent Agenda

A. Claims-

Adopt Resolution No. 2607. The resolution authorizes payment of payroll from February 22nd, 2025 through March 21st, 2025 and payment of accounts payable from March 13th, 2025, through April 9th, 2025.

The amount of accounts payable to be paid is \$291,818.43.

The amount of payroll to be paid is \$71,204.40.

The total amount to be paid is \$363,022.83.

B. Adopt minutes of the March 12th, 2025 Regular Meeting.

C. Adopt minutes for the March 5th, 2025, Special Meeting.

Resolution No. 2607 was adopted by roll call vote.

Minutes were adopted by roll call vote.

Public Comment: None

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

The roll call vote:

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

5. Public Comments - 2025/2026 Budget Preparation

Public Comments: None

6. Development Agreement- Annual Review- "Portola Highlands (Woodbridge at Portola)"

Karen Downs gave background about the project.

Dan Galliger represented the developer and gave testimony.

Extensive questions were asked by members of the City Council as well as staff. The developer provided feedback on a wide array of questions as well as comments.

Public Comment: Mimi commented.

The council has voted to approve the Annual Review.

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

The roll call vote:

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

7. Update on "Portola 192"

City Manager Bonk provided the update that the development agreement had been terminated according to Section 1.3.2 of agreement which states the term of the agreement is for 20 years. The developer may submit a formal request to the City in the future.

Public Comment: None

8. Resolution 2608- Opposing Federal Funding & Staffing Cuts

The Resolution was approved with minor changes to grammar that will be reflected in the final resolution to be signed.

Public Comment: Two public comments were received electronically.

Councilmember Leah Turner motioned to approve. Councilmember Mikki Battaglia seconded the motion.

The roll call vote:

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

9. Adjournment

The regular meeting of the city council adjourned at 7:18 PM.

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

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

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

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

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

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

WHEREAS, the aforesaid conditions are of extreme peril and warrant and necessitate the proclamation of the existence of a local emergency in accordance with and as authorized by Portola Municipal Code Section 2.32 and California Government Code Sections 8630-8634; and

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

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

WHEREAS, the City may proclaim a local emergency pursuant to California Government Code Sections 8630 -8634 and during periods of local emergency, the City has full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements therefor, and state agencies may provide mutual aid to the City, and the City may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice.

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

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

may provide mutual aid, including personnel, equipment, and other available resources as needed to assist the City of Portola during this emergency.

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

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

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


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

PROCLAIMED this 24th day of July 2024



Mayor, City of Portola, Pat Morton

ATTEST:



Todd Roberts, Director of Public Works

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



Todd Roberts, Director of Public Works

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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


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

PROCLAIMED this 8th day of March 2023




Mayor Pro Tem, City of Portola, Bill Powers

ATTEST:



Jason Shaw, Deputy City Clerk

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



Jason Shaw, Deputy City Clerk





MEETING DATE: April 23, 2025

AGENDA ITEM: 6. Portola Youth and Tobacco: Smoke Free High County- City Messaging to Retailers

FROM: Ryan Bonk

RE: Portola Youth and Tobacco: Smoke Free High County- City Messaging to Retailers

BACKGROUND:

On 01/22/2025, the City Council heard a presentation by Regina Martinez from Smoke Free High Country California Collaborative concerning a potential tobacco retailer licensing ordinance. At that time, the Council directed staff to perform additional research on the requests made of the City during the presentation.

RECOMMENDATION:

In subsequent analysis, the staff has determined that the request for ordinance adoption would not be recommended due to the following reasons:

- California Business and Professions Code (BPC) section 22972 already states a retailer shall have in place and maintain a license to engage in the sale of cigarettes or tobacco products
- Enforcement of tobacco retailer licensing in California is a joint effort between the California Department of Tax and Fee Administration (CDTFA), which issues tobacco retailer licenses, and local law enforcement agencies
- Law enforcement is contracted with the Plumas County Sheriff's Office
- Training requirements for City staff to properly enforce ordinance, including recruitment and assistance from person(s) over 18 years of age and under 21 years of age for enforcement
- Administration of an ordinance would incur costs to the City that are not currently budgeted

That being said, staff believes the City can be proactive in this request from Smoke Free High County by engaging our local retailers and communicating effectively with each retailer.

Staff is proposing that the attached letter be provided to any applicable retailers within the City in order to assist Smoke Free High Country in their endeavor.

Staff recommends that the City Council approve this letter and direct appropriate staff to engage in conversations with the local retailers on this topic.

FISCAL IMPACT:

The financial impact to approval of the recommendation will be staff time for the Public Engagement Officer to engage in the conversations with local retailers.

ATTACHMENTS:

A. TOBACCO RETAILER MESSAGING



City of Portola

35 Third Avenue - PO. Box 1225
Portola, California 96122
Phone: (530) 832-4216
Fax: (530) 832-5418
www.cityofportola.com

{Name of Retailer}
{Address of Retailer}

Dear {retail owner}:

The City of Portola wants to remind you of the following requirements of California law:

- California Penal Code Section 308(a) and The STAKE Act prohibit sales of tobacco and tobacco paraphernalia, including electronic cigarettes, to persons under the age of 21.
- Tobacco, electronic cigarettes, and tobacco paraphernalia must be kept out of reach of customers. This means no self-serve displays (except in tobacco stores, which still must keep cigarettes unreachable) and no vending machines in stores where minors have access. Cigarettes must be sold in their original pack; it is illegal to sell single cigarettes.
- STAKE Act signs must be posted at each cash register where the customer can see them. Signage requirements are dictated below.
- All tobacco retailers are required to have their valid California Cigarette and Tobacco Products Retailer's License posted where the public can see it.

**The Sale of Tobacco Products to Persons Under 21 Years
of Age Is Prohibited by Law and Subject to Penalties**

**To Report an Unlawful Tobacco Sale Call
1-800-5 ASK-4-ID**

Valid Identification May Be Required

Business and Professions Code Section 22952 21 U.S.C 387f(d)

This sign must be readable by the consumer and must not be altered,
covered or obliterated in whole or in part



- Open camera or QR code reader on your smartphone.
- Hold your smartphone over QR Code so that it's clearly visible within camera screen.
- Look for the notification banner or tap to trigger code's action.

INSTRUCTIONS:

California State Law requires this sign to be clearly posted at each cash register where tobacco products are sold. It must be placed where customers notice the sign and can easily read it.

Failure to post this sign subjects retailers to fines or incarceration, per California Penal Code Section 308(b) and Business and Professions Code Section 22952.

State law mandates that retailers **check the photo ID** of anyone who appears to be under 21 and **confirm that the purchaser is over 21**. BOTH the clerk and the store owner may be fined for selling tobacco to minors and violations can result in a criminal record.



Please continue to do your part in protecting our Portola youth from the harmful effects of tobacco in all its forms to their health and well-being.



MEETING DATE: April 23, 2025

FROM: Ryan Bonk

RE: Employment Agreement- City Engineer- Rio Grande Street Pavement Rehabilitation STIP Project

BACKGROUND:

On March 21, 2024, the California Transportation Commission (CTC) approved the components for the Rio Grande Street Pavement Rehabilitation project.

The project is 100% state reimbursable.

Description of Project Scope:

The project will address pavement deterioration on the noted 70+ year-old road segment. The Street is identified as "Poor". There are several crossing streets to Rio Grande Street that are in "Poor" or "Failed" states. The intent of addressing Rio Grande Street first is that future cross streets of lower volume traffic will eventually be rehabilitated and reconstructed from this project. The basic premise is that rehabilitation must begin somewhere and then gradually expand.

The rehabilitation scope of the project will include pulverizing the roadbed per Caltrans Specification 30-2. Pulverizing will be accomplished via full-depth recycling of the existing pavement and base. The approximate depth of the recycling will be 14" below existing road grade. This recycling depth will ensure the recycling work remains above the existing in-ground infrastructure (i.e., water and sewer). Construction of concrete ADA curb ramps, rolled concrete curb and gutters, concrete valley gutters and possible unknown below-grade drainage facilities will be done prior to cement treatment of the blended base. No new sidewalks are proposed. Following construction of ADA curb ramps and new rolled curb and gutter, the cement treated base will be accomplished by adding about 3% Portland Cement to 10" of the reclaimed pavement and base blend (with added moisture). The cement treated base will be graded/trimmed to match the new concrete curb and gutter and valley gutters. Asphalt emulsion will be placed on the cement treated base just prior to paving. 2" of hot mix asphalt will be placed on top of the prepared subgrade.

Where required, placement of new manhole and valve box grade rings and concrete collars at the existing locations will be constructed. Additional incidental construction items include traffic striping, signage and pavement markings.

EXECUTIVE SUMMARY:

The state of California allows the City to manage all STIP project tasks as long as the City Engineer is designated as a city employee. To meet this requirement, the City has previously entered into employment agreements with Dan Bastian for STIP projects.

This employment agreement will address project approval, environmental CEQA documentation, and the development of plans, specifications, and estimates.

The employment agreement presented follows the same structure as previous employment agreements of this nature. In addition, the employment agreement has been reviewed by staff and legal counsel.

Chapter 5.3 of the Caltrans Local Assistance Procedures Manual (2025) addressing "Reimbursable Project Costs" is also attached to this staff report for reference.

FISCAL IMPACT:

The project is 100% state reimbursable.

RECOMMENDATION:

Staff recommends that the City Council review and approve this employment agreement.

ATTACHMENTS:

- A. CITY ENGINEER EMPLOYMENT AGREEMENT - RIO GRANDE PROJECT
- B. LAPM-2025 REIMBURSABLE PROJECT COSTS
- C. PROJECT LIMITS

**CITY OF PORTOLA
CITY ENGINEER
EMPLOYMENT AGREEMENT**

This Agreement made this 23rd day of April 2025, between the CITY OF PORTOLA, Plumas County, California, herein referred to as “Employer”, and DANIEL B. BASTIAN, herein referred to as “Employee”. Employer and Employee may also be referred to herein as “Party” or “Parties”. Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms, conditions, and in consideration of the mutual covenants and promises of the Parties, as hereafter set forth.

1. TERM

Employer hereby employs Employee as City Engineer of the City of Portola and Employee hereby accepts and agrees to the employment and agrees to serve and perform in that capacity as directed by the City Council or the City Manager of the City of Portola. This Agreement shall be in effect for a period of 12 months, beginning on the 15th day of May 2025, the “Effective Date” and ending on the 15th day of May 2026. This Agreement may be extended or renewed by mutual agreement of the Parties.

2. TERMINATION OF EMPLOYMENT

- a) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of Employee or this Agreement, at any time for any reason.
- b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign, at any time, from his position with the City.
- c) The Parties acknowledge that applicable laws, statutes, ordinances, policies and regulations may prescribe specific procedures to be followed by either Party in the event a decision is made to terminate the employment relationship.
- d) In the event Employee voluntarily resigns his position with Employer, the Employee shall give Employer sixty (60) days’ notice, in advance.

3. SEVERANCE PAY

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

4. DESCRIPTION OF EMPLOYEE’ S DUTIES

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

5. MANNER OF PERFORMANCE OF EMPLOYEE’ S DUTIES

Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all duties that may be required pursuant to the express and implicit terms hereof, to the satisfaction of Employer. Such duties shall be rendered at Portola and at such

other place or places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require or make advisable.

6. COMPENSATION; REIMBURSEMENT

- a) Employer shall pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services as described herein, a maximum compensation of one hundred and six thousand dollars (\$106,000.00) during the 12 month term at the rate of eight thousand eight hundred and thirty-three 33/100 dollars (\$8,833.33) per month (gross) payable on the first scheduled pay day of each month at the same time other monthly salaried City employees are paid, starting June 2025 or once PA&ED written obligation notification is issued to the City. At approximately quarterly intervals during the term of this Agreement, the City's City Manager may increase or decrease the amount of the monthly compensation, provided that the total compensation paid to Employee during the term of this Agreement does not exceed the maximum amounts as set forth above
- b) The base scope of work will include the following:
 - i. CEQA Documentation Preparation and Administration
 - Project Evaluation: Conduct an initial assessment to determine the appropriate level of environmental review required under CEQA.
 - Document Preparation: Prepare necessary CEQA documents, such as a Notice of Exemption in compliance with state and local regulations.
 - Public Consultation: Coordinate and facilitate public notices, meetings, and comment periods as mandated by CEQA guidelines.
 - Agency Coordination: Liaise with relevant governmental agencies to ensure all environmental concerns are addressed and necessary approvals are obtained.
 - ii. Plans, Specifications, and Estimates (PS&E) Development for Street Design
 - Conceptual Design: Develop preliminary design concepts, including typical cross-sections and layouts, to establish the project's scope and objectives.
 - Detailed Engineering Design: Prepare comprehensive engineering plans that detail roadway alignment, profiles, grading, drainage systems, pavement designs, and intersection configurations.
 - Specification Writing: Draft technical specifications that outline material requirements, construction methods, and quality control measures in accordance with Caltrans and local standards.
 - Cost Estimation: Compile detailed construction cost estimates, including quantity take-offs and unit pricing, to provide accurate budget projections.
 - Quality Assurance: Conduct internal reviews and coordinate with stakeholders to ensure the PS&E package meets all regulatory requirements and project objectives.
- c) Employer shall pay Employee and Employee agrees to accept from Employer compensation at the rate of One Hundred Fifty-five and 00/100 Dollars (\$155.00) per hour for special services beyond those described herein as directed by Employer.
- d) Regardless of any City policy, Employee shall not earn or accrue and benefits except for those expressly set forth in the Agreement.

7. PERFORMANCE AND SALARY EVALUATION

The Employer shall review and evaluate the performance and salary of the Employee at least once annually on or before the anniversary date of this Agreement. Said review and evaluation shall be in accordance with criteria developed by the Employer.

8. MISCELLANEOUS COVENANTS AND CONDITIONS
Employee shall devote as much of his time, attention, knowledge, and skill to the City and interests of Employer necessary to fully and faithfully perform and discharge the duties of the City Engineer, and Employer shall be entitled to all benefits, emoluments, profits, and other issues arising from an incident to any and all work, services, and advice of Employee.
9. NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS
Employee will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters detrimentally affecting or relating to the business of the City without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.
10. EMPLOYEE'S COMMITMENTS BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT
Employee shall not have the right to make any contracts or other commitments for or on behalf of the City of Portola without the written consent of Employer.
11. CONTRACT TERMS TO BE EXCLUSIVE
This written Agreement contains the sole and entire agreement between the Parties. It supersedes any and all other employment agreements between the Parties. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each Party acknowledges that the Party has relied on its own judgment in entering into the Agreement. The Parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with the dealings of the other.
12. WAIVER OF MODIFICATION
No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.
13. AGREEMENT GOVERNED BY LAWS OF THE STATE OF CALIFORNIA
This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted. Any action to enforce or interpret the terms of this Agreement shall be commenced and maintained in the County of Plumas, California.

14. GENERAL PROVISIONS

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

15. BINDING EFFECT

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

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

Employer
CITY OF PORTOLA

Employee

By: _____
Ryan N. Bonk, City Manager

Daniel B. Bastian

Dated: _____

Dated: _____

Approved as to Form:

Dated: _____

Steven C. Gross, City Attorney

5.3 Reimbursable Project Costs

The costs of salaries, wages, and related project costs may be reimbursable for the following activities. All costs must be broken down into eligible direct and/or indirect cost components. For a list of ineligible costs see [LAPM Chapter 16: Administer Construction Contracts](#) (Section 16.10: Change Order).

Phases of Work

1. **Preliminary Engineering:** Preliminary Engineering is the initiation, design, and related work preparatory to the advancement of a project to physical construction. For local STIP and ATP projects, the Preliminary Engineering costs must be segregated into:
 - Project Approval / Environmental Document (PA&ED)
 - Plans, Specifications & Estimate (PS&E)
2. **Right of Way:** Acquisition of Right of Way, real property, or rights thereto is included. It also includes the preparation of Right of Way plans, making economic studies and other related preliminary work, appraisal for parcel acquisition, review of appraisals, preparation for and trial of condemnation cases, management of properties acquired, furnishing of relocation advisory assistance, utility relocation, and other related labor expenses.

Note: Right of Way rental income and the proceeds from the sale of excess land may be retained by LPAs if it is used for a valid Title 23 purpose. It is the LPA's responsibility to assure they comply with Title 23 if this option is selected. For additional information about Right of Way topics, see [LAPM Chapter 13: Right of Way](#).
3. **Construction Engineering:** Construction Engineering is the supervision and inspection of construction activities, additional staking functions considered necessary for effective control of the construction operations, testing materials incorporated into construction, checking shop drawing, and measurements needed for the preparation of pay estimates. Construction Engineering must be authorized to be eligible for reimbursement.
4. **Construction:** Eligible construction costs include the actual costs to construct the transportation facility and its appurtenant facilities. It also includes: removal, adjustment or demolition of buildings or major construction; utilities or railroad work that is a part of the physical construction of the project; and administrative settlement cost of contract claims.
5. **Administrative Settlement Costs:** These are service costs related to contract claims related to the review and defense of claims against federal-aid-projects (see [LAPM Chapter 16: Administer Construction Contracts](#)).

Direct Costs

Direct costs are costs incurred solely for a specific state/federal-aid funded transportation project direct costs must be reasonable and allowable per 2 CFR 200. These costs include contractor payments, Right of Way acquisition, direct materials, salaries, wages, fringe benefits and related costs, approved equipment and other capital expenditures, contracted services, and other items of expense furnished specifically for the federal-aid project. Refer to [2 CFR 200, Subpart E: Cost Principles](#) and [2 CFR 200.439](#) for additional information regarding reasonable and allowable costs and equipment thresholds.



PROFILE VIEW
SCALE: HORZ. 1"=80'

RIO GRANDE STREET PROJECT AERIAL EXTENT



CITY OF PORTOLA
RIO GRANDE STREET
2024 STP PROJECT
WITHIN SECTION 1 OF T.22N., R.1E., M.D.B.M.

CITY OF PORTOLA
DEPARTMENT OF TRANSPORTATION
55 THIRD AVENUE / P.O. BOX 1225, PORTOLA CA, 96122
(530)835-2844

DATE: 11/2023

DRAWN BY: DB

SCALE: AS NOTED

REVISIONS:

SHEET NO.

1 OF 2