

RESOLUTION NO. 2508

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
May 26, 2022 THROUGH June 08, 2022.**

**ACCOUNTS PAYABLE
CHECK NUMBERS: 43953-43987
DEPOSIT REFUND NUMBERS 43988-43989 \$224.70
VOID CHECK NUMBERS 43553 \$4,456.25**

**PAYROLL
CHECK NUMBERS: 17089-17094**

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

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

ACCOUNTS PAYABLE:	\$ 74,496.83
PAYROLL:	<u>\$ 18,571.14</u>
TOTAL:	\$ 93,067.97

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

PASSED, APPROVED AND ADOPTED this 8th day of June, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pat Morton, Mayor

ATTEST:

Mercadez Flewell, Deputy City Clerk

I, Mercadez Flewell, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on June 8, 2022.

Mercadez Flewell, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	043553	VOID CHECK	V	1/17/2022			043553	**VOID**

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

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000010	I-202206020358	RENO PAINT MART INC STREET REPAIR	R	6/08/2022		1,137.06	043953	1,137.06
0008	I-202206020334	ALWAYS ANSWER 800 NUMBER	R	6/08/2022		49.47	043954	49.47
0015	I-202206020325	AMERIGAS LDWTP PROPANE	R	6/08/2022		511.48	043955	511.48
0052	I-202206020359	CITY OF PORTOLA POOL START FUNDS	R	6/08/2022		75.00	043956	75.00
0078	I-202206020349	ENCOMPASS XEROX COPIES	R	6/08/2022		130.51	043957	130.51
0090	I-202206020342	GRAINGER WATER EQUIP REPAIR	R	6/08/2022		75.82	043958	75.82
0093	I-202206020344	GRIZZLY ELECTRIC/RANDY VERNON ELECTRIC PROFESSIONAL SERVICES	R	6/08/2022		2,570.25	043959	2,570.25
0103	I-202206020335	IEDA LABOR RELATIONS CONSULTING	R	6/08/2022		237.00	043960	237.00
0105	I-202206020329	INTERMOUNTAIN DISPOSAL REFUSE COLLECTION	R	6/08/2022		516.78	043961	516.78
0111	I-202206020345	JEFFERSON SUPPLY COMPANY MATERIALS & SUPPLIES	R	6/08/2022		2,542.88	043962	2,542.88
0133	I-202206020350	LIBERTY UTILITIES CITY ELECTRIC BILLS	R	6/08/2022		8,495.85	043963	8,495.85
0134	I-202206020355	LOST SIERRA CHAMBER OF CHAMBER MEMBERSHIP	R	6/08/2022		235.00	043964	235.00
0141	I-202206020346	MCI MEGA PREFERRED 800 LONG DISTANCE CHARGES	R	6/08/2022		3.58	043965	3.58
0148	I-202206020348	NAPA SIERRA SUPPLIES	R	6/08/2022		119.73	043966	119.73
0159	I-202206020330	OFFICE DEPOT OFFICE SUPPLIES	R	6/08/2022		183.51	043967	183.51

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0162	I-202206020347	OPERATING ENGINEERS EMPLOYEE INSURANCE PREMIUMS	R	6/08/2022		10,123.00	043968	10,123.00
0165	I-202206020333	PALL CORPORATION TECH SUPPORT AGREEMENT LDWTP	R	6/08/2022		2,650.00	043969	2,650.00
0175	I-202206020326	PLUMAS ACE HARDWARE MATERIALS & SUPPLIES	R	6/08/2022		1,671.78	043970	1,671.78
0185	I-202206020336	PLUMAS SIERRA TELECOMMUNICAT CITY INTERNET SERVICES	R	6/08/2022		382.00	043971	382.00
0189	I-202206020339	PR DIAMOND PRODUCTS, INC. LINE REPAIR	R	6/08/2022		720.00	043972	720.00
0197	I-202206020340	REIMER PEST & WEED CONTROL WEED/PEST CONTROL	R	6/08/2022		3,285.00	043973	3,285.00
0208	I-202206020357	SAUERS ENGINEERING, INC. PROF SEWER SERVICES	R	6/08/2022		4,456.25	043974	4,456.25
0211	I-202206020332	SIERRA BUTTES GRAVEL GRINDERS	R	6/08/2022		16,847.00	043975	16,847.00
0218	I-202206020356	SILVER STATE ANALYTICAL WATER/WASTE WATER TESTING	R	6/08/2022		398.00	043976	398.00
0219	I-202206020341	SILVER STATE BARRICADE & SIGN LINE REPAIR	R	6/08/2022		1,231.51	043977	1,231.51
0231	I-202206020337	SUCCEED.NET WEB HOSTING	R	6/08/2022		67.85	043978	67.85
0234	I-202206020338	SUPERIOR POOL PRODUCTS, LLC POOL SUPPLIES	R	6/08/2022		525.99	043979	525.99
0240	I-202206020328	THOMAS G. VALENTINO LANDFILL CLOSURE PROF SERVICES	R	6/08/2022		1,782.50	043980	1,782.50
0246	I-202206020354	TYLER TECHNOLOGIES, INC INCODE CONVERSION SB2 GRANT	R	6/08/2022		5,343.50	043981	5,343.50
0252	I-202206020324	UNITED STATES POSTAL SERVICE POSTAGE/ANNUAL BOX FEE	R	6/08/2022		1,584.00	043982	1,584.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0254	I-202206020327	US BANK CORPORATE PYMT SYSTEMS CITY CREDIT CARD PURCHASES	R	6/08/2022		4,549.36	043983	4,549.36
0260	I-202206020351	VERIZON WIRELESS LDWTP DATA PLAN	R	6/08/2022		108.05	043984	108.05
0260	I-202206020352	VERIZON WIRELESS CITY WIRELESS PHONES	R	6/08/2022		366.03	043985	366.03
0260	I-202206020353	VERIZON WIRELESS CITY LANDLINES	R	6/08/2022		484.39	043986	484.39
0264	I-202206020343	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	6/08/2022		1,036.70	043987	1,036.70

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	35	0.00	74,496.83	74,496.83
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	35	0.00	74,496.83	74,496.83

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	35	0.00	74,496.83	74,496.83
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	36	0.00	74,496.83	74,496.83

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	6/2022	30,276.98CR
207	6/2022	4,545.92CR
208	6/2022	1,281.61CR
501	6/2022	10,360.00CR
710	6/2022	13,229.50CR
720	6/2022	12,211.14CR
730	6/2022	2,591.68CR
=====		
ALL		74,496.83CR

PACKET: 00059 US - Refund
VENDOR SET: 01 CITY OF PORTOLA
BANK: PC POOLED CASH - PLUMAS

**** CHECK LISTING ****

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000202206010322	WOLLESEN, MARY	R	6/08/2022		204.12	043988	204.12
1	I-000202206010323	DALTON, ALICIA	R	6/08/2022		20.58	043989	20.58

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	224.70	224.70
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	224.70	224.70

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	224.70	224.70
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	224.70	224.70

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
710	6/2022	224.70CR
=====		
ALL		224.70CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0



**City of Portola
Minutes
Regular Meeting
May 25, 2022 06:00 PM
35 Third Ave Portola 96122
<https://www.cityofportola.com/>**

Mayor Pat Morton • Mayor Pro Tem Tom Cooley • Councilmember Phil Oels • Councilmember Stan Peiler • Councilmember Bill Powers

1. Call to Order

The meeting was called to order at 6:00 pm by Mayor Pat Morton.

A. Pledge of Allegiance

Lead by Mayor Pat Morton

B. Roll Call

Present: Mayor Pat Morton, Mayor Pro Tem Tom Cooley, Councilmember Phil Oels, Councilmember Bill Powers

Absent: Councilmember Stan Peiler

Staff Present:

Jon Kennedy - Interim City Manager

Susan Scarlett - Finance Officer

Mercadez Flewell - Deputy City Clerk

Steve Gross - City's Attorney attended via Zoom

Phil Oels attended via telephone

2. Public Comments

Ashlee Sims expressed concerns that she has with the city.

Steve Gross addressed the concerns as the City's attorney.

Jon Kennedy addressed the concerns as well.

3. CITY COMMUNICATIONS

A. City Council Communications / Committee Reports

All councilmembers reported that they attended the the budget workshop meeting

Councilmember Powers attended the Transportation Committee meeting and reported on highway projects that Caltrans is working on. He gave an update on the possible extension of Nervino runway - Encouraged the public to support the Gravel Grinder event

Councilmember Oels reported that he attended the Transportation Committee meeting, Firesafe Council and Firewise meeting and that fire fuels are very high and at the Firewise meeting addressed how to prepare for this coming fire season

Mayor Pro-Tem Cooley reported that he attended the Firewise meeting and the Abandoned Vehicle Abatement Authority where he reported that the process of collecting fees from DMV can be initiated for abandoned vehicles.

CITY COUNCIL AGENDA STAFF REPORT

DATE: June 3, 2022

MEETING: June 8, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Susan Scarlett, Finance Officer

SUBJECT: Budget and Public Hearing

The budget process for the 2022-2023 Fiscal year budget began in January with the calendar for the budget schedule. There were opportunities for public comment at the March 23rd and April 13th City Council meetings. The City Council held a budget workshop on May 18th.

Staff will review changes made to the budget subsequent to the budget workshop.

A public hearing will be conducted to receive public comment regarding the 2022/2023 Proposed Operating Budget.

Discussion and possible action.



4/22/2022

Thank you for submitting an application for the Department of Resources Recycling and Recovery's (CalRecycle) SB 1383 Local Assistance Grant Program.

This communication is to inform you that your application will not be awarded the first round of funding because your application (or your regional or Joint Powers Authority application) is incomplete, missing required documents, or did not meet the grant criteria. In order to receive the second round funding, you will need to provide the required application documentation and/or an adopted ordinance or other enforceable mechanism pursuant to implementation of SB 1383 (by all parties if a regional or JPA application) by June 14, 2022. Staff will contact you next week to let you know what documentation is needed so that you will be eligible for the second round of funding.

Thank you,

Baljot Biring
Supervisor
Financial Resources Management Branch

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORTOLA, COUNTY OF PLUMAS
CREATING CHAPTER 8.05 OF THE CITY OF PORTOLA MUNICIPAL CODE
PROVIDING FOR REDUCTION OF ORGANIC WASTE DISPOSAL

The Council of the City of Portola, California, ordains as follows:

Section 1. Chapter 8.05 of the Portola Municipal Code is hereby created to read as follows:

Title 8
HEALTH AND SAFETY
Chapter 8.05
REDUCTION OF ORGANIC WASTE DISPOSAL

- 8.05.010 General Provisions
- 8.05.020 Definitions
- 8.05.030 Recordkeeping and Reporting Authority
- 8.05.040 Education and Outreach
- 8.05.050 Requirements for Single Family Generators
- 8.05.060 Requirements for Commercial Businesses
- 8.05.070 Requirements for Commercial Edible Food Generators
- 8.05.080 Requirements for Food Recovery Organizations
- 8.05.090 Requirements for Community Composting Operations
- 8.05.100 Self-Hauler Requirements
- 8.05.110 Procurement Requirements for City Departments
- 8.05.120 Inspections and Investigations
- 8.05.130 Enforcement
- 8.05.140 Effective Date

The City Council of the City of Portola, California ordains as follows: A new Chapter 8.05 is enacted and added to the City of Portola Municipal Code to read as follows

8.05.010 GENERAL PROVISIONS

8.05.011 Title and Citation. This Chapter of the City of Portola Municipal Code shall be known and may be cited as the “City of Portola Reduction of Organic Waste Disposal Ordinance.”

8.05.012 Findings. The City Council of the City of Portola, California finds and declares:

- A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended,

supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

- B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a commercial recycling program.
- C. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations applicable to their jurisdiction. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- E. The City of Portola meets the definition of Rural Jurisdiction as defined in Section 42649.8 of the Public Resources Code and approved Resolution No. 2491 on November 12, 2021 for application of a Rural Exemption in compliance with Section 18984.12 (c) of Chapter 12 (Short-lived Climate Pollutants of Division 7 of Title 14 of the California Code of Regulations“SB 1383 Regulations” or “Regulations”). On January 13, 2022 CalRecycle approved the Rural Exemption and the City of Portola is not subject to Article 3 Organic Waste Collection Services, Section 18992.1 of Article 11 Organic Waste Capacity Planning, and Sections 18993.1 and .2 of Article 12 Procurement of Recovered Organic Waste Products through December 21, 2026. Collection of recyclables and organics may occur in exempt rural areas and that collection is not subject to SB 1383 regulations or this ordinance unless otherwise required.
- F. The City of Portola is subject to providing education and outreach information to organic waste generators, enforcing certain provisions of the CALGreen Building Standards and Model Water Efficient Landscape Ordinance, implementing an edible food recovery program and edible food recovery capacity planning, procurement of paper products, facility sampling for contamination of materials, inspections and enforcement, and recordkeeping and reporting to CalRecycle in compliance with the SB 1383 Regulations.

8.05.020 DEFINITIONS

Unless the contrary is stated or clearly appears different from the context, the definitions set forth in this section shall govern the construction of the words and phrases used in this chapter. Definitions used in the present tense shall include the future tense. The word “shall” is mandatory and not directory.

“**CalRecycle**” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

“**California Code of Regulations**” or “**CCR**” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“**City**” means the City of Portola, California and the extent of its jurisdiction over solid waste matters within the physical boundaries of the City.

“**City Manager**” means the City Council appointed manager of the affairs of the City of Portola.

“**Commercial Business**” or “**Commercial**” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

“**Commercial Edible Food Generator**” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“**Compliance Review**” means a review of records to determine compliance with this ordinance.

“**Community Composting**” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“**Compost**” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

“**Compostable Plastics**” or “**Compostable Plastic**” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“**Construction and Demolition Debris**” or “**C&D**” means waste building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings and other structures.

“Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2.

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Food” has the same meaning as in Section 113781 of the Health and Safety Code. “Food” means a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code;
and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

“Inspection” means a site visit where the City or Designee reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, street system, or other open space when being used for an event.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste.

“Multi-Family Residential Dwelling” or **“Multi-Family”** means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

“Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process.

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass.

“Notice of Violation” or **“NOV”** means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges.

“Organic Waste Generator” or **“Generator”** means a person or entity that is responsible for the initial creation of Organic Waste.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.

“Prohibited Container Contaminants” means materials designated as unacceptable for collection or drop-off.

“Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility.

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b).

“Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption.

“SB 1383 Regulations” or **“Regulations”** means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” means a person, who hauls Solid Waste, Organic Waste, or recyclable material that they have generated to another person. Self-hauler also includes a person who back-hauls waste. Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment.

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” means all putrescible and non-putrescible solid and semi-solid wastes generated by residences and commercial enterprises, including garbage, yard waste, recyclable material, construction and demolition debris, industrial wastes, inert wastes, abandoned vehicles and other discarded materials.

“Source Separation” means the segregation of recyclable and/or organic materials by the generator of said materials.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A Local Education Agency facility with an on-site Food Facility.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

8.05.030 RECORDKEEPING AND REPORTING AUTHORITY

- A. In conformance with Section 18995.2 of the SB 1383 Regulations, the City will store and maintain records documenting implementation of the Regulations.
- B. The City shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2 of the Regulations.
- C. The Reporting Authority shall submit the Edible Food Recovery Capacity required reports in accordance with the schedule established in Section 18992.3 of the Regulations.

- D. Upon request by a CalRecycle, the City will provide access to implementation records within 10 business days. The City will also respond to a request for public records contained in the implementation records.

8.05.040 EDUCATION AND OUTREACH

- A. The City shall provide educational materials and community outreach to organic waste generators that explain and provide information on the requirements of the SB 1383 Regulations.
- B. In providing the education and outreach materials described below, the City intends that its education and outreach efforts will be consistent with, and in coordination with, the education and outreach provided by the franchise refuse collection company.
- C. By July 1, 2022, the City will make available to Generators, through print and/or electronic media information regarding local opportunities for organic waste reduction. The information generated pursuant to this subparagraph shall be updated at least annually.
- D. Through email, letters, or other direct communication, the City shall annually notify Tier I and II Commercial Edible Food Generators within the City of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations.

8.05.050 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Solid Waste Generators shall comply with the following requirements:

- A. Shall comply with the City's franchise refuse collection company by placing designated materials in designated containers and shall not place Prohibited Container Contaminants in collection containers.
- B. Single-Family Solid Waste Generators are encouraged to manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site, as available within reasonable proximity to the City.

8.05.060 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Commercial Businesses, including Multi-Family Residential Dwellings of five or more units, that generate more than four cubic yards of commercial solid waste per week shall arrange for recycling services, as available, and shall take at least one of the following actions:

- A. Source separate recyclable materials from solid waste and either subscribe to a basic level of recycling service, as available, or self-haul to a recycling center, or make other arrangements for the pickup of the recyclable materials.
- B. A property owner of a Multi-Family Residential Dwelling may require tenants to source separate their recyclable materials to aid in compliance with this section.
- C. Comply with the City's franchise refuse collection company by placing designated materials in designated containers and not place Prohibited Container Contaminants in collection containers.

- D. Annually provide information to Commercial Businesses and Multi-Family Residential Dwellings, through the franchise refuse collector, about Solid Waste Recovery requirements and about proper sorting of Recyclable Materials.
- E. Provide education information, through the franchise refuse collector, before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Recyclable Materials separate from Solid Waste.
- F. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to 8.05.070.

8.05.070 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

Tier One Commercial Edible Food Generators must comply with the requirements of this Section 8.05.070 commencing October 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

Commercial Edible Food Generators shall comply with the following requirements:

- A. Arrange to recover Edible Food that would otherwise be disposed.
- B. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- C. Allow City access to premises and review Edible Food records. Records shall include list of Food Recovery Organization or a Food Recovery Service, types and amounts of Edible Food recovered, and the dates of recovery.
- D. No later than March 1 of each year, commencing no later than 2023 for Tier One Commercial Edible Food Generators and 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes all information listed above in 8.05.070.

8.05.080 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES

Food Recovery Organizations and/or Services collecting or receiving Edible Food in the City shall maintain the following records:

- A. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
- B. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

- C. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
- D. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, Food Recovery Organizations and Services operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity within 60 days.

8.05.090 REQUIREMENTS FOR COMMUNITY COMPOSTING OPERATIONS

Community Composting operations, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.05.100 SELF-HAULER REQUIREMENTS

Self-Haulers shall source separate and haul all recyclable materials, including Organic Wastes, generated on-site from Solid Waste, in a manner consistent with facility requirements.

Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amounts of recyclable materials and/or Organic Waste delivered to each Solid Waste facility; this record shall be subject to Inspection by the City. The records shall include the following information:

- A. Delivery receipts and weight tickets from the facility accepting the waste.
- B. The amount of material in cubic yards or tons transported by the generator to the facility. Waste.

Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 8.05.100 to the City, if requested. A residential Solid Waste Generator that self-hauls Solid Waste is not required to record or report information in Section 8.05.100.

8.05.110 PROCUREMENT REQUIREMENTS FOR CITY DEPARTMENTS

The City shall document procurement of paper by each department and annually report to CalRecycle, in compliance with the SB 1383 regulations.

City departments must comply with the Resolution No. 1668 Recycled Product Procurement Policy adopted on March 14, 2001.

All vendors providing Paper Products and Printing and Writing Paper shall:

- A. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber

instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

- B. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- C. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- D. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

8.05.120 INSPECTIONS AND INVESTIGATIONS

The City and/or its designated representatives are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Solid Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of a private residential property for Inspection.

Regulated entities shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (1) access to an entity's premises; or (2) access to records for any Inspection or investigation may be a violation of this ordinance and may result in penalties described.

Any records obtained by the City during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

8.05.130 ENFORCEMENT

Violation of any provision of this ordinance may constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City. Enforcement Actions under this ordinance may include issuance of an administrative citation and instructions to remedy the violation.

Repeat violators of this ordinance may be subject to a fine not exceeding \$ ____ per violation.

8.05.140 EFFECTIVE DATE

This ordinance shall be effective commencing on _____.

CITY COUNCIL AGENDA STAFF REPORT

DATE: June 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Jon Kennedy, Interim City Manager and Susan Scarlett, Finance Officer

MEETING: June 8, 2022

SUBJECT: Manhard Consulting Contract

Attached you will find a revised contract for Manhard Consulting. This contract updates the Scope of Services and the fee schedule for a two-year contract for Planning services. The City requested from a two-year contract with an annual adjustment. We will review the changes at the meeting.

Recommendation: Approve the Manhard contract as revised and authorize the Interim City Manager to sign.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and executed in Portola, California this 8th day of June, 2022, by and between the City of Portola (hereinafter referred to as “the CITY”), and Manhard Consulting (hereinafter referred to as “CONSULTANT”). The CITY desires to contract with CONSULTANT, a qualified business, to provide the services included in this Agreement, Section 3.

In consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, it is agreed:

1. Independent CONSULTANT. It is understood and agreed, that CONSULTANT is an independent CONSULTANT, and not the employee, agent, joint venture, or partner of the CITY, for any purpose whatsoever. CONSULTANT shall be entirely and solely responsible for its acts and acts of its agents, employees, and subconsultants while engaged in the performance of SERVICES hereunder.

2. Compensation. CONSULTANT will be compensated according to the attached rate schedule. The CITY shall make payment to CONSULTANT no later than 30 days after receiving an invoice for work performed the previous month.

3. Scope of Services. CONSULTANT will provide on-call staff on an as-needed basis to the City of Portola, as requested and directed by the City Manager. Specific tasks may include but are not limited to:

- Provide guidance to City staff
- Provide general planning services, which may include project management
- Provide environmental review services
- Review and process planning applications and related planning activities
- Prepare written staff reports for consideration by the Planning Commission and/or City Council
- Prepare Municipal Code ordinance amendments, General Plan updates, and other policy documents as necessary, including research and public workshops
- Attend meetings and make presentations to the staff, Planning Commission and/or City Council and respond to questions as required

4. Equipment and Office. The CONSULTANT shall provide and maintain all customary and necessary equipment, supplies, maintenance and utilities required for the SERVICES.

5. Quality Assurance. CONSULTANT shall provide the SERVICES in accordance with the professional standard of care ordinarily exercised by a similarly situated professional services firm providing similar services in the same local. CONSULTANT shall meet with the City Manager as requested to review quality assurance procedures, quality standards or quality concerns. CONSULTANT shall immediately address any quality of performance issues and timely

report to the City Manager the status of such issues. Any completed SERVICE will not be accepted until approved by the City Manager.

6. Term and Termination. The term of this Agreement shall be for approximately two years beginning on June 8, 2022 and ending on June 30, 2024. Fees shall be reviewed and adjusted annually. This Agreement may be terminated by either party, with or without cause, by giving fifteen (15) days written notice as provided in Paragraph 19 of this Agreement.

7. Taxes. CONSULTANT agrees and understands that as an independent CONSULTANT, CONSULTANT is responsible for the payment of all taxes and other costs and expenses which may arise as a result of it performing SERVICES as an independent CONSULTANT. It is further understood that the CITY shall have no responsibility in withholding any taxes payable to the federal or state government, and that it is CONSULTANT's sole responsibility to meet its tax obligations.

8. Insurance. During the term of this Agreement, CONSULTANT shall procure and maintain insurance as set forth below., This insurance shall protect CONSULTANT from claims arising out of Workers Compensation, Commercial General Liability, Automobile Liability and Professional Liability. The Commercial General Liability and Automobile Liability insurance policies shall be endorsed to name the City and its elected and appointed officials, employees and agents as additional insureds and shall be primary and non-contributory with respect to any other insurance available to the CITY. Certificates of insurance and endorsement to the policies shall be provided to the CITY upon execution of this Agreement and prior to the commencement of services by CONSULTANT.

Commercial General Liability Aggregate	\$2,000,000.00
Automobile Liability	\$1,000,000.00
Workers Compensation	Statutory as Required by California law
Professional Liability Annual Aggregate	\$1,000,000.00

9. Rules, Regulations and Laws. CONSULTANT agrees and understands that it shall exercise the standard of care in complying with the CITY's rules and regulations and applicable federal, state, local, and professional laws, ordinances and regulations while engaged in the performance of SERVICES hereunder.

10. Licenses and Permits. CONSULTANT agrees that as a condition of this Agreement it shall have and maintain all required professional or other licenses and business permits, when applicable, when engaged in the performance of SERVICES hereunder.

11. Agreement. CONSULTANT is not obligated to reveal, review, train, or explain any business practices, methods, tools, intelligence, and platforms considered Trade Secrets to any Third Party.

12. Hold-Harmless Agreement. CONSULTANT is liable for claims, liabilities, damages, and debts to the extent caused by CONSULTANT'S negligence or willful misconduct, or those of CONSULTANT's employees, agents or subconsultants in the performance of this

Agreement. CONSULTANT shall defend, indemnify and hold harmless the CITY, and any director or employee of the CITY for any loss, damage, liability, or claim paid or incurred by the CITY, director, or employee to the extent caused by CONSULTANT's sole negligence or willful misconduct in the performance of the SERVICES hereunder, or from the sole negligence or willful misconduct of CONSULTANT or CONSULTANT's employees, agents or subconsultants including reasonable attorney's fees and costs.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Forum. Any mediation, arbitration or 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 County of Plumas, California, if in state court, or in the Federal District Court for the Eastern District of California, if in federal court.

15. Attorney's Fees. In the event of any arbitration or 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, the prevailing party in such arbitration or litigation shall be entitled to reasonable attorney's fees and costs as fixed by the court.

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

17. Integration. This Agreement contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties.

18. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. Notices. Any notice required by this Agreement shall be effective only if sent by certified or registered mail, postage prepaid, as follows:

If to CITY:

City Manager, City of Portola, P.O. Box 1225 Portola, CA 96122-1225

If to CONSULTANT:

Manhard Consulting, 241 Ridge Street, Reno, NV 89501

For the purposes of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given on the second business day after mailing, if mailed to the party to whom notice is to be given in the manner provided in this Section. Either party may, at any time,

change its address designated above by giving to the other party thirty-(30) days' written notice of the new address to be used for the purposes of this Section.

20. Assignability. Neither this Agreement nor any duties or obligations hereunder shall be assignable by any party hereto without the prior written consent of the other parties.

21. Amendment. This Agreement may only be amended by a written document signed by both parties.

CONSULTANT:

Christopher Baker, *Manhard Consulting*

DATE: _____

City of Portola:

Jon Kennedy, Interim City Manager

DATE: _____

Manhard Schedule of Time and Materials Rates:

Administrative Assistant: \$70/hr.

Staff Planner: \$95/hr.

Staff Surveyor II: \$135/hr.

Senior Planner I: \$145/hr.

Senior Planner II \$160.00

Planning Manager: \$175/hr.

Our current hourly rates are as follows:

**NEVADA OFFICES
SCHEDULE OF TIME
AND MATERIAL RATES FOR 2022**
(Note: Rates for services performed after December 31, 2022 are subject to annual adjustment)

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$250.00
Executive Vice President	\$250.00
Vice President	\$220.00
Operations Manager	\$175.00 - \$200.00
Senior Project Manager	\$180.00 - \$225.00
Director/Manager	\$150.00 - \$175.00
Project Manager	\$150.00 - \$170.00
Project Engineer	\$135.00 - \$160.00
Senior Design Technician	\$130.00 - \$145.00
Staff Engineer	\$110.00 - \$120.00
Design Technician	\$105.00 - \$120.00
Engineering CADD/G.I.S. Technician	\$75.00 - \$125.00
Senior Planner	\$145.00 - \$200.00
Staff Planner	\$95.00 - \$140.00
Landscape Architect	\$130.00 - \$165.00
Senior Construction Manager	\$140.00
Project Surveyor	\$145.00 - \$160.00
Construction Manager/Coordinator	\$125.00 - \$140.00
Staff Surveyor	\$125.00 - \$140.00
Survey/Construction Technician	\$105.00
High Definition Scanning Technician	\$115.00
High Definition Scanner	\$85.00
UAV Technician	\$120.00
1-Person Crew	\$155.00
2-Person Crew	\$200.00
Administrative Assistant	\$70.00 - \$85.00
Intern	\$65.00 - \$70.00
Expert Testimony & Depositions	\$300.00
<u>REIMBURSABLES</u>	
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

CITY COUNCIL AGENDA STAFF REPORT

DATE: June 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Jon Kennedy, Interim City Manager and Susan Scarlett, Finance Officer

MEETING: June 8, 2022

SUBJECT: City Attorney Consideration of Adjustment to Legal Fees

Attached you will find a memorandum from Steve Gross, City Attorney with the Porter Simon Law Offices. He has given you a brief history of the adjustments that have been made over the last 17 years and the scope of work that is performed. He is requesting an adjustment to his fees.

Recommendation: Approve the adjustment to the City Attorney fees

Louis A. Basile
Kelley R. Carroll*†
Steven C. Gross*
Brian C. Hanley*
James L. Porter, Jr.
James E. Simon
Ravn R. Whittington*



David W. Wolfe*
Ethan J. Birnberg*◇
Sara D. Davidson
Traci S. Mason Baldwin

† Certified Specialist in Estate
Planning, Trust & Probate Law
(California Board of Legal
Specialization)

* Also licensed in Nevada

◇ Also licensed in Colorado and
Wyoming

MEMORANDUM

To: City Council, City of Portola and Interim City Manager Jon Kennedy
From: Steven C. Gross, City Attorney
Date: May 25, 2022
Subject: Consideration of Adjustment to Legal Fees

I am writing to request the City Council and City Manager consider my request set forth herein for an adjustment to the legal fees that City pays me and my firm, Porter Simon, for services I provide as City Attorney. I am bringing this request forward in conjunction with the development of the City's budget for the upcoming fiscal year. Please let me know if you would like any additional information.

I. Request

I am requesting that the fixed fee portion of the fees be adjusted from \$4,950.00 per month to \$5,540 per month and that the hourly rate for services not covered by the fixed fee be adjusted from \$225.00 per hour to \$250 per hour. This would be approximately a 12% adjustment or approximately 3% per year if averaged over the four years since the last adjustment.

II. Recent History of Adjustments

As indicated below, during the last 17 years, my rates for legal services have been adjusted three times. It has been four years since my last adjustment and thirteen years between the previous three.

2005 – Adjusted rates to \$3,950/mon for fixed fee and \$180/hr for other work
2013 – Adjusted rates to \$4,400/mon for fixed fee and \$200/hr for other work
2018 – Adjusted rates to \$4,950/mon for fixed fee and \$225/hr for other work
2022 – Proposed rates to \$5,540/mon for fixed fee and \$250/hr for other work

III. Work Performed Under Fixed Fees

Under the current Agreement Regarding Legal Representation between the City and Porter Simon, the Fixed Fee for Comprehensive Services includes the following services:

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1. Provision of all legal advice on behalf of the City to the City Council, Planning Committee, Councilmembers, Planning Commissioners, City Manager, department heads and other designated personnel as directed and appropriate. This includes, but is not limited to, advice regarding the Brown Act, the Public Records Act, personnel matters, conflict of interest issues, competitive bidding issues, bid responsiveness, contractor selection, and subcontractor substitution.

2. Review of written meeting agendas, Council and Planning Commission meeting packets, meeting minutes, ordinances, resolutions, policies, correspondence, requests for public records, contracts and agreements which must be approved as to form by us and other documents of a legal nature necessary or requested by the City Manager, Mayor, City Council or others designated by them.

3. Interpretation of City ordinances, resolutions, policies, procedures and agreements.

4. Rendering advice and assistance to the City Manager, the Council or others designated by them on personnel and labor relations matters, including interpretation and application of the City's policies and procedures and reviewing disciplinary and termination matters.

CITY COUNCIL AGENDA STAFF REPORT

DATE: **June 1, 2022**

TO: Honorable Mayor and Members of the City Council

FROM: Susan Scarlett, Finance Officer

MEETING: **June 8, 2022**

SUBJECT: Resolution to adopt the City of Portola Pay schedules and Job Classification which reflect the change in wages of the step program

We have been working on updating the step program in order to ensure that the City has the quality of staff necessary to do the business of the City of Portola. This was presented to the City Council at the Budget workshop on May 18th. The new step program includes the current year Cola adjustment of 4.7%. The proposed Step program is attached.

Also attached is the required “publicly available pay schedule” as set forth by CCR 570.5 for compliance with CalPERS reporting. Once adopted this schedule will be posted to the City Website and will comply with CCR 570.5.

Recommendation: Adopt Resolution No .

2022-2023 Proposed Pay Scale/Steps

Position	Current Steps		Proposed Steps	
	Hourly	Annual	Hourly	Annual
Utility Technician				
Step 1	\$ 24.78	\$ 51,537.50	\$ 28.60	\$ 59,490.70
Step 2	\$ 26.02	\$ 54,114.38	\$ 30.03	\$ 62,465.10
Step 3	\$ 27.32	\$ 56,820.10	\$ 31.53	\$ 65,588.43
Step 4	\$ 28.68	\$ 59,661.10	\$ 33.11	\$ 68,867.76
Step 5	\$ 30.12	\$ 62,644.16	\$ 34.77	\$ 72,311.20
Public Works Maintenance				
Step 1	\$ 16.50	\$ 34,320.00	\$ 21.70	\$ 45,139.12
Step 2	\$ 17.33	\$ 36,036.00	\$ 22.79	\$ 47,395.92
Step 2	\$ 18.19	\$ 37,837.80	\$ 23.93	\$ 49,765.87
Step 4	\$ 19.10	\$ 39,729.69	\$ 25.12	\$ 52,254.18
Step 5	\$ 20.06	\$ 41,716.17	\$ 26.38	\$ 54,866.86
Accounting Technician				
Step 1	\$ 19.27	\$ 40,081.34	\$ 26.44	\$ 54,995.20
Step 2	\$ 20.23	\$ 42,085.26	\$ 27.76	\$ 57,744.96
Step 3	\$ 21.24	\$ 44,189.53	\$ 29.15	\$ 60,632.21
Step 4	\$ 22.31	\$ 46,399.00	\$ 30.61	\$ 63,663.81
Step 5	\$ 23.42	\$ 48,718.95	\$ 32.14	\$ 66,847.04
Administrative Clerk				
Step 1	\$ 20.29	\$ 42,211.16	\$ 22.31	\$ 46,404.80
Step 2	\$ 21.31	\$ 44,321.72	\$ 23.43	\$ 48,725.04
Step 3	\$ 22.37	\$ 46,537.80	\$ 24.60	\$ 51,161.34
Step 4	\$ 23.49	\$ 48,864.69	\$ 25.83	\$ 53,719.33
Step 5	\$ 24.67	\$ 51,307.93	\$ 27.12	\$ 56,405.44
Office Clerk				
Step 1	\$ 14.00	\$ 29,120.00	\$ 19.03	\$ 39,572.21
Step 2	\$ 14.70	\$ 30,576.00	\$ 19.98	\$ 41,550.91
Step 3	\$ 15.44	\$ 32,104.80	\$ 20.98	\$ 43,628.42
Step 4	\$ 16.21	\$ 33,710.04	\$ 22.02	\$ 45,809.92
Step 5	\$ 17.02	\$ 35,395.54	\$ 23.13	\$ 48,100.42

POSITION	HOURLY RATES			
	Step 1	Step 2	Step 3	Step 4
City Manager (1)	47.819	0	0	0
Administrative Services Manager (Not currently filled)	46.880	0	0	0
Public Works & Building Services Manager (1)	44.028	0	0	0
Water/Sewer Utility Technician (2)	28.600	30.030	31.530	33.110
Public Works Maintenance (1)	21.700	22.790	23.930	25.120
Accounting Technician (1)	26.440	27.760	29.150	30.610
Administrative Clerk (1)	22.310	23.430	24.600	25.830
Office Clerk (1)	19.030	19.980	20.980	22.020

Management does not have steps

There are 5 Steps and are every two years

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

Step 5	L 1	L 2	L 3	
	0	50.210	52.720	55.356
	0	49.224	51.685	54.269
	0	46.229	48.540	50.967
	34.770	36.509	38.334	40.251
	26.380	27.699	29.084	30.538
	32.140	33.747	35.434	37.206
	27.120	28.476	29.900	31.395
	23.130	24.287	25.501	26.776

RESOLUTION NO. 2509

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
ADOPTING THE PAY SCHEDULES AND JOB CLASSIFICATIONS
EFFECTIVE JULY 2, 2022**

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

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

WHEREAS, during the Fiscal Year 2022/2023 needs may arise to amend the Pay schedule and Job Classifications; and,

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

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

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

PASSED, APPROVED AND ADOPTED this 8th day of June 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, PAT MORTON

ATTEST:

Mercadez Flewell, Deputy City Clerk

I, Mercadez Flewell, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of the City of Portola at a regular meeting thereof held on June 8, 2022.

Mercadez Flewell, Deputy City Clerk