

RESOLUTION NO. 2560

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
SEPTEMBER 14, 2023 THROUGH SEPTEMBER 27, 2023.**

**ACCOUNTS PAYABLE
CHECK NUMBERS: 45180 – 45258**

**PAYROLL
CHECK NUMBERS: 17307 – 17310**

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:	\$1,325,740.34
PAYROLL:	<u>\$ 23,074.61</u>
TOTAL:	\$1,348,814.95

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 27th day of September, 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Bill Powers, Mayor

ATTEST:

Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on September 27, 2023.

Jason Shaw, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000010	I-202309111589	RENO PAINT MART INC STREET REPAIR	R	9/13/2023		821.15	045181	821.15
000025	I-202309111596	AUTO & TRUCK ELECTRIC IN WATER VEH REPAIR	R	9/13/2023		446.05	045182	446.05
000029	I-202309111608	COUNTRY BREEZE CLEANING CITY HALL CLEANING SERVICE	R	9/13/2023		800.00	045183	800.00
000034	I-202309121631	Q&D CONSTRUCTION LLC NORTH LOOP STIP	R	9/13/2023		1,183,253.52	045184	1,183,253.52
000050	I-202309121635	SHAFER EQUIPMENT COMPANY INC WATER EQUIP RENTAL	R	9/13/2023		7,200.00	045185	7,200.00
0008	I-202309111618	ALWAYS ANSWER 800 NUMBER	R	9/13/2023		65.31	045186	65.31
0010	I-202309111598	AMAZON CAPITOL SERVICES MATERIALS & SUPPLIES	R	9/13/2023		2,586.38	045187	2,586.38
0015	I-202309111601	AMERIGAS SS FIREHALL PROPANE	R	9/13/2023		36.52	045188	36.52
0015	I-202309111602	AMERIGAS CITY POOL PROPANE	R	9/13/2023		253.22	045189	253.22
0021	I-202309111604	AT&T 800 EMER LINE	R	9/13/2023		4.41	045190	4.41
0022	I-202309111610	AT&T 800 LONG DISTANCE	R	9/13/2023		80.78	045191	80.78
0023	I-202309111605	AT&T CALNET 3 SCADA LDWTP	R	9/13/2023		98.95	045192	98.95
0039	I-202309111599	BULLET INFORMATION TECHNOLOGY IT PROF SERVICES	R	9/13/2023		1,260.00	045193	1,260.00
0052	I-202309111622	CITY OF PORTOLA WATER/SEWER BILLS	R	9/13/2023		8,375.66	045194	8,375.66
VOID	045195	VOID CHECK	V	9/13/2023			045195	**VOID**

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0055	I-202309111591	COATES TIRE CENTER ARPA/EQUIP REPAIR	R	9/13/2023		195.09	045196	195.09
0078	I-202309111603	ENCOMPASS XEROX COPIES	R	9/13/2023		191.96	045197	191.96
0086	I-202309111594	FOLCHI LOGGING & CONSTR., INC. WATER MACH/EQUIP	R	9/13/2023		875.00	045198	875.00
0090	I-202309111597	GRAINGER WATER MATERIALS & SUPPLIES	R	9/13/2023		25.09	045199	25.09
0101	I-202309121633	HUNT & SONS, INC. FUEL CHARGES	R	9/13/2023		3,824.30	045200	3,824.30
0103	I-202309111619	IEDA LABOR RELATIONS CONSULTING	R	9/13/2023		253.89	045201	253.89
0105	I-202309121627	INTERMOUNTAIN DISPOSAL ARPA	R	9/13/2023		20,531.59	045202	20,531.59
0105	I-202309121629	INTERMOUNTAIN DISPOSAL REFUSE COLLECTION	R	9/13/2023		812.76	045203	812.76
0111	I-202309111585	JEFFERSON SUPPLY COMPANY MATERIALS & SUPPLIES	R	9/13/2023		1,304.95	045204	1,304.95
0118	I-202309111611	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	9/13/2023		69.54	045205	69.54
0122	I-202309111587	KIMBALL MIDWEST WATER EQUIP REPAIR	R	9/13/2023		107.79	045206	107.79
0132	I-202309111592	LEWISPORT USA EMER WATER SIGNS	R	9/13/2023		706.05	045207	706.05
0133	I-202309111621	LIBERTY UTILITIES CITY ELECTRIC CHARGES	R	9/13/2023		15,900.71	045208	15,900.71
0134	I-202309121624	LOST SIERRA CHAMBER OF MEMBERSHIP DUES	R	9/13/2023		235.00	045209	235.00
0141	I-202309111615	MCI MEGA PREFERRED 800 LONG DISTANCE CHARGES	R	9/13/2023		54.37	045210	54.37

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0148	I-202309121632	NAPA SIERRA MATERIALS & SUPPLIES	R	9/13/2023		826.68	045211	826.68
0159	I-202309111600	OFFICE DEPOT OFFICE SUPPLIES	R	9/13/2023		192.14	045212	192.14
0162	I-202309111614	OPERATING ENGINEERS OPERATING ENGINEERS	R	9/13/2023		11,696.00	045213	11,696.00
0175	I-202309111595	PLUMAS ACE HARDWARE MATERIALS & SUPPLIES	R	9/13/2023		936.15	045214	936.15
0184	I-202309111607	PLUMAS SIERRA RURAL ELECTRIC LDWTF ELECTRIC	R	9/13/2023		1,889.89	045215	1,889.89
0185	I-202309111606	PLUMAS SIERRA TELECOMMUNICAT CITY INTERNET SERVICES	R	9/13/2023		387.00	045216	387.00
0188	I-202309121628	PORTER SIMON CORPORATION LEGAL SERVICES	R	9/13/2023		6,215.00	045217	6,215.00
0192	I-202309111612	PURCHASE POWER POSTAGE FOR METER	R	9/13/2023		1,118.20	045218	1,118.20
0198	I-202309111588	RENO HYDRAULIC & REBUILD, INC WATER EQUIP REPAIR	R	9/13/2023		585.26	045219	585.26
0218	I-202309111593	SILVER STATE ANALYTICAL WATER/WASTERWATER TESTING	R	9/13/2023		758.00	045220	758.00
0231	I-202309111620	SUCCEED.NET WEB HOSTING	R	9/13/2023		67.85	045221	67.85
0233	I-202309111590	SUNRISE ENVIRONMENTAL SEWER SYSTEM MAINT	R	9/13/2023		2,020.72	045222	2,020.72
0234	I-202309121630	SUPERIOR POOL PRODUCTS, LLC CHEMICALS	R	9/13/2023		337.14	045223	337.14
0239	I-202309111623	THATCHER , INC CHEMICALS	R	9/13/2023		8,796.88	045224	8,796.88
0240	I-202309111584	THOMAS G. VALENTINO SB 1383 PROF SERVICES	R	9/13/2023		135.00	045225	135.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0253	I-202309121636	US BANCORP CITY CREDIT CARD CHARGES	R	9/13/2023		4,879.86	045226	4,879.86
0256	I-202309111586	USA BLUE BOOK SEWER TESTING	R	9/13/2023		1,095.29	045227	1,095.29
0258	I-202309121634	USDA FOREST SERVICE PIPELINE PIPELINE SPECIAL USE PERMIT	R	9/13/2023		769.15	045228	769.15
0260	I-202309111613	VERIZON WIRELESS CITY CELL PHONES	R	9/13/2023		357.87	045229	357.87
0260	I-202309111616	VERIZON WIRELESS LDWTP DATA PLAN	R	9/13/2023		108.05	045230	108.05
0260	I-202309111617	VERIZON WIRELESS CITY LAND LINE PHONES	R	9/13/2023		489.82	045231	489.82
0264	I-202309121626	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	9/13/2023		2,286.88	045232	2,286.88
0275	I-202309111609	EIP HOLDINGS II LLC BECKWOURTH REPEATER RENT	R	9/13/2023		193.00	045233	193.00
1	I-202309121625	MAURO VIZUET PERMIT REFUND	R	9/13/2023		733.00	045234	733.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	53	0.00	1,297,244.87	1,297,244.87
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:	54	0.00	1,297,244.87	1,297,244.87

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	53	0.00	1,297,244.87	1,297,244.87
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:	54	0.00	1,297,244.87	1,297,244.87

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	9/2023	51,272.05CR
207	9/2023	8,617.62CR
208	9/2023	1,101.79CR
215	9/2023	41.14CR
216	9/2023	1,183,253.52CR
710	9/2023	34,479.26CR
720	9/2023	17,714.42CR
730	9/2023	765.07CR
=====		
ALL		1,297,244.87CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000018	I-202309191660	CINTAS MEDICAL SUPPLIES	R	9/27/2023		161.34	045239	161.34
000027	I-202309191646	NATIONAL INDUSTRIAL & SAFETY SU WATER/SEWER MATERIALS	R	9/27/2023		273.00	045240	273.00
000039	I-202309191649	CAPURRO TRUCKING WATER LINE REPAIR	R	9/27/2023		583.10	045241	583.10
0005	I-202309191651	AIRGAS, INC. ACETLENE/OXYGEN	R	9/27/2023		419.02	045242	419.02
0023	I-202309191657	AT&T CALNET 3 LDWTF/SCADA	R	9/27/2023		78.37	045243	78.37
0053	I-202309191652	CIVICPLUS CITY WEBSITE	R	9/27/2023		900.00	045244	900.00
0078	I-202309191655	ENCOMPASS XEROX COPIES	R	9/27/2023		376.46	045245	376.46
0090	I-202309191648	GRAINGER LDWTF EQUIP REPAIR	R	9/27/2023		34.94	045246	34.94
0091	I-202309191650	GRANITE CONSTRUCTION, INC WATER LINE REPAIR	R	9/27/2023		3,950.00	045247	3,950.00
0105	I-202309191662	INTERMOUNTAIN DISPOSAL ARPA E-WASTE	R	9/27/2023		1,435.27	045248	1,435.27
0112	I-202309191659	JOHNSON'S METAL RECYCLERS ARPA	R	9/27/2023		945.00	045249	945.00
0136	I-202309191653	MANHARD CONSULTING PLANNING PROF SERVICES	R	9/27/2023		6,935.00	045250	6,935.00
0173	I-202309191654	PITNEY BOWES POSTAGE LEASE	R	9/27/2023		469.75	045251	469.75
0212	I-202309191642	SIERRA CONTROLS, LLC WATER/SEWER PROF SERVICES	R	9/27/2023		571.75	045252	571.75
0218	I-202309191643	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	9/27/2023		1,388.00	045253	1,388.00

PACKET: 00280 AP RUN 9.27.2023

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
0235	I-202309191661	SUSAN SCARLETT ACCOUNTING SERVICES	R	9/27/2023		5,000.00	045254	5,000.00
0239	I-202309191644	THATCHER , INC LDWTP CHEMICALS	R	9/27/2023		3,493.45	045255	3,493.45
0256	I-202309191645	USA BLUE BOOK LDWTP MATIERLS & SUPPLIES	R	9/27/2023		489.24	045256	489.24
0269	I-202309191656	XEROX FINANCIAL SERVICES COPIER LEASE	R	9/27/2023		268.13	045257	268.13
0275	I-202309191658	EIP HOLDINGS II LLC BECKWOURTH REPEATER RENT	R	9/27/2023		193.00	045258	193.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	20	0.00	27,964.82	27,964.82
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:	20	0.00	27,964.82	27,964.82

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	20	0.00	27,964.82	27,964.82
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:	20	0.00	27,964.82	27,964.82

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	9/2023	11,632.67CR
207	9/2023	477.57CR
208	9/2023	458.91CR
215	9/2023	250.00CR
710	9/2023	12,041.35CR
720	9/2023	2,704.32CR
730	9/2023	400.00CR
=====		
ALL		27,964.82CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 00266 SPECIAL AP CHK 8.23.2023

VENDOR SET: 01 CITY OF PORTOLA

**** CHECK LISTING ****

BANK: PC POOLED CASH - PLUMAS

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-202308231582	JAYDEN TAYLOR CHK REPRINT	R	8/23/2023		113.39	045180	113.39

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	113.39	113.39
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	113.39	113.39

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	113.39	113.39
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	113.39	113.39

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
710	8/2023	113.39CR
=====		
ALL		113.39CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 00272 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-000202309121637	JARIUS, ROTHERMEL JARIUS, ROTHERMEL	R	9/13/2023		102.42	045235	102.42
1	I-000202309121638	SASSER, JEANNETTE SASSER, JEANNETTE	R	9/13/2023		121.60	045236	121.60

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	224.02	224.02
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	224.02	224.02

PACKET: 00272 US - Refund
VENDOR SET: 01 CITY OF PORTOLA
BANK: ALL

**** CHECK LISTING ****

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	224.02	224.02
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	224.02	224.02

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
710	9/2023	224.02CR
=====		
ALL		224.02CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 00273 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-000202309121639	BRAD, & DAWN NISBETT BRAD, & DAWN NISBETT	R	9/13/2023		5.69	045237	5.69

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	5.69	5.69
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	5.69	5.69

PACKET: 00273 US - Refund
VENDOR SET: 01 CITY OF PORTOLA
BANK: ALL

**** CHECK LISTING ****

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	5.69	5.69
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	5.69	5.69

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
710	9/2023	5.69CR
=====		
ALL		5.69CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 00274 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-000202309121640	GATES, JEFFREY GATES, JEFFREY	R	9/13/2023		187.55	045238	187.55

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	187.55	187.55
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	187.55	187.55

PACKET: 00274 US - Refund
VENDOR SET: 01 CITY OF PORTOLA
BANK: ALL

**** CHECK LISTING ****

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	187.55	187.55
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	187.55	187.55

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
710	9/2023	187.55CR
=====		
ALL		187.55CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



City of Portola
Minutes
Regular Meeting
September 13, 2023 06:00 PM
35 Third Ave Portola, 96122
<https://www.cityofportola.com/>

1. Call to Order

The meeting was called to order at 6:00 pm by Mayor Bill Powers.

A. Pledge of Allegiance

Lead by Mayor Bill Powers

B. Roll Call

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

Absent: Councilmember Leah Turner

Staff Present: Deputy City Clerk - Jason Shaw, Financial Officer Susan Scarlett, City Attorney - Steve Gross (remotely), Engineer - Dan Bastian

2. Public Comments

There were no public comments.

3. CITY COMMUNICATIONS

A. City Council Communications / Committee Reports

Councilmember Leah Turner was absent.

Councilmember Jim Murphy: Attended the recent SCORE board meeting. SCORE is working with a law firm to do onsite training for elected officials and staff in October on effective governance.

Councilmember Stan Peiler: Nothing to report but praised the efforts of City Staff for cleaning up around the stop signs and repainting the roads and crosswalks. Also, praised the work done on Joy Street.

Mayor Pro Tem Pat Morton: Nothing to report but praised the work done on Joy Street.

Mayor Bill Powers: Attended the recent Airport Land Use Commission meeting and will be attending the County Transportation Commission meeting next Monday. At the Nakoma Resort, was able to meet with Representative Kevin Kiley to discuss local issues.

Finally, mentioned the Highway 70 Cromberg project will be starting soon.

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

No Fire Report.

No Sheriff's Report.

Miki Brown Air Quality: Targeted airshed grant funds are now completely spent. With this grant, 539 wood stove change outs have been completed and 55 wood sheds built. Also, approximately 120 chimney sweep vouchers have been redeemed. All recent and new wood stove applicants are looking at a spring installation date due to the current backlog by the installers.

C. City Manager Report

No Report.

4. **Consent Agenda**

- A. **Claims**- Adopt Resolution No. 2559 authorizing payment of claims for the period of August 24, 2023 through September 13, 2023 -Payroll: \$39,452.85 Total: \$39,452.85 Payroll Check Run #17299-17306
- B. Approval of the Minutes from 8-23-23

No public comments.

Councilmember Stan Peiler motioned to approve. A second was made by Councilmember Jim Murphy. The roll call vote:

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

5. **Contract 22 - Portola STIP - North Loop Phase 1 Progress Payment No. 4**

Engineer Dan Bastian explained the purpose of this payment. Most of the work has now been completed and this represents the bulk of the project's total cost. 100% of this cost is reimbursable. The next payment will be mostly change orders and have to do with signage.

Motion by Mayor Pro Tem Pat Morton to approve the North Loop Phase 1 Progress Payment No. 4 in the amount of \$1,183,253.52.

Mayor Pro Tem Pat Morton motioned to approve. A second was made by Councilmember Stan Peiler. The roll call vote:

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

6. **Adjournment**

Meeting adjourned by Mayor Bill Powers at 6:24 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 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.

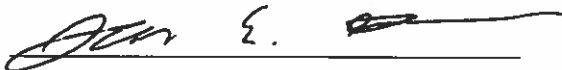
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency proclaimed herein shall be reviewed by the City Council for the need to continue it at least once every sixty (60) days until the City Council terminates the local emergency and the City Council shall proclaim the termination of the local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



Agreement

By and Between

City of Portola

And

Beckwourth Fire District

For

Fire Protection and Emergency First Responder Services

This Agreement for Fire Protection and Emergency First Responder Services (“Agreement”) is hereby entered into by and between Beckwourth Fire District, with its principal offices located at 180 Main St, Beckwourth, CA 96129, (“Fire District”) and the City of Portola, with its principal offices located at 35 Third Avenue, Portola, CA 96122, (“Portola”). Collectively Fire District and Portola shall be referred to as “The Parties”. The Parties enter into this Agreement with respect to the following:

RECITALS

WHEREAS, Fire District provides fire protection and emergency first response services; and

WHEREAS, Portola desires to enter into this Agreement for fire service protection and emergency first response services within the incorporated city limits; and

WHEREAS, as set forth in this Agreement and more specifically in the scope of services in Exhibit (1), attached hereto and incorporated herein. Portola owns two fire stations, including the Northside Station and the Southside Station.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Parties hereby agree as follows:

TERM: This Agreement shall be in full force and effect once signed by both Parties. The term shall be for 12 months; commencing on 1 July 2023 and terminating on 30 June 2024. The Parties agree to review the scope of services annually for content, scope of services, and to negotiate in good faith any modification to any provision herein deemed necessary for the benefit of both Parties.

TERMINATION: This Agreement may be terminated, with or without cause, by either Party by giving 120 days written notice to the other. In the event of a termination by either Party, the fees will be prorated through the date of termination. Any fees paid beyond the cancellation date will be refunded.

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FEES: Portola agrees to pay Fire District annual fees of Eighty-four thousand dollars (\$84,000), which is based on Portola's current number of residents, visitors and businesses, with an annual inflation adjustment of 3% or the percent change in the West Region All Urban Consumer Price Index for the 12 month period, ending May 31 as set forth in the published data most recently available, whichever is greater, effective July 1, 2021. If the West Region All Urban Consumer Price Index is -3% or less, then there will be no inflation adjustment. Fees will be prepaid in two semiannual installments each year, with the first of such payments to be made no later than July 20, 2020. Fees paid by Portola will not be refundable, except if this Agreement is terminated by either Party in accordance with the Termination provision set forth hereinabove.

EXPENSES: Expenses as set forth in Appendix (1) shall be categorized as either; (1) the sole responsibility of Portola; (2) billable services provided by Fire District and third-party service providers; or (3) the sole responsibility of Fire District. Upon the written approval of both Parties as to the amount and purpose for each expense, the expenses to bring and maintain trucks and equipment to code will be the sole responsibility of Portola. Fire District will invoice Portola for time (as per Appendix (1) Billable) and materials for mutually agreed work related to bringing and maintaining said trucks and equipment up to code. Billable items listed in Appendix 1 must be agreed upon in writing by the City Manager prior to any commencement of stated work. Portola reserves the right to contract with a third party for any necessary code services as identified by Fire District. Expense obligations will only be changed or modified subsequent to the annual review with agreement of both Parties. If this Agreement is terminated, both Parties agree that the work performed by Fire District through the date of the notice of termination will be paid for by Portola.

SERVICES: For purposes of this Agreement, "emergency services" shall mean fire protection and emergency first responder services by Fire District with sufficient equipment and properly trained and certificated personnel for fire or emergency. A good faith effort shall be made to combat all fires and respond to other emergency calls within Portola's city limits. Fire District may utilize assets owned by Portola and shall maintain an inventory of all assets. Fire District may utilize privately owned vehicles that have been preapproved by the Fire District Chief, to respond to non-fire emergencies. Should Fire District assets already be deployed during a Portola emergency, other emergency response resources will be used through the County Mutual Aid Agreement. The Mutual Aid Agreement provides redundant coverage in the event of multiple, concurrent, and large emergencies.

Fire District shall ensure City if Portola fire-fighting equipment is up to code, and shall notify the City if a City of Portola station needs maintenance.

Services will be provided pursuant to all District, Local, State, and Federal laws, policies, and regulations.

ACCESSIBILITY: Portola will make a good faith effort to keep roads passable and in good condition, and have snow removed in a timely manner. Fire District's sole responsibility under this Agreement will be to make a good faith effort to reach all properties and persons, as needed, within Portola to provide the fire protection and emergency first responder services described herein.

NOTICES: All notices, demands, or other communications (not including monthly reports listed in Appendix 1) which may be required to be given and/or which are required by the terms of this Agreement shall be in writing and shall be conveyed by personal delivery, or certified mail. All communications will be deemed to have been

delivered when an item is personally delivered, or a certified mail receipt is signed. Written notice shall be provided to the Parties at their respective office locations first set forth hereinabove.

LIABILITY: Fire District agrees to indemnify and defend Portola and its elected and appointed officials, employees, volunteers, and agents from and against any and all claims, suits, actions, costs, expenses, liabilities, damages or judgments (“Liabilities”) that in any way arise out of or are related to the Agreement or the provision of services by Fire District pursuant to the Agreement, except for any liabilities arising from Portola’s sole negligence or willful misconduct.

Portola agrees to indemnify and defend Fire District and its elected and appointed officials, employees, volunteers, and agents from and against any and all claims, suits, actions, costs, expenses, liabilities, damages or judgments (“Liabilities”) that in any way arise out of or are related to this Agreement or the provision of services by Portola pursuant to this Agreement, except for any liabilities arising from Fire District’s sole negligence or willful misconduct.

WORKMAN’S COMPENSATION: Fire District will maintain workman’s compensation as required by California Law for all Fire District personnel. Fire District shall provide Portola with a certificate of insurance.

EQUIPMENT: All Portola firefighting equipment may be used by the Fire District. However, all equipment shall remain the property of Portola, cleaned and stored in accordance with best practices. All equipment, both Portola’s and Fire District’s will be located in Fire Stations owned by the City or the Fire District as the Chief sees fit for best deployment of resources in the event of an emergency. There will be no restriction where the equipment can be used.

INSURANCE BILLING: Fire District will be allowed to bill for cost recovery for services provided. Fire District will keep all funds received from cost recovery.

FORCE MAJEURE: Performance under this Agreement is subject to interruption and delay due to causes beyond the Parties’ reasonable control, such as acts of God, acts of any government, war or other hostility, including acts of terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

DISPUTE RESOLUTION: The Parties agree to use their best good faith efforts to resolve any dispute that may arise from this Agreement or services provided pursuant to it. If the Parties are unable to resolve a dispute within 90 days, then the dispute will be referred to mediation for resolution. The Parties shall mutually select a mediator. Each Party will equally share the cost of the mediator and will otherwise bear its own costs and expenses related to the mediation. The mediation shall be conducted in Portola, CA, unless the Parties agree to conduct it in a different location. If the parties are unable to resolve the dispute through mediation within 90 days, then either Party may seek resolution of the dispute by filing a court action in the Superior Court in and for the County of Plumas, State of California.

MISCELLANEOUS: This Agreement shall not be modified in any way, except in writing stating expressly that it constitutes a modification of this Agreement and is signed by both Parties. Nothing contained herein shall create a contractual relationship with or any other rights in favor of any third party. This Agreement embodies the entire understanding between the Parties with respect to the subject matter of this Agreement and, except as otherwise provided herein, supersedes any and all prior understandings and agreements, oral or written,

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relating to the subject matter of this Agreement. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. The Parties may execute this Agreement in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day first written above.

EXECUTION

The Parties execute this Agreement by signature below:

BECKWOURTH FIRE DISTRICT

By _____

Title _____

Date _____

CITY OF PORTOLA

By _____

Title _____

Date _____

APPENDIX (1)

Expenses to Portola that are directly billed from third party sources (Fixed and Variable)

- Property (utilities, taxes, building upkeep)
- Insurance of City owned Fire Stations and all emergency vehicles. Fire District will be named as additional insured on the policy
- Repair of equipment or vehicles in the event of a catastrophic failure, unless Portola decides, in its sole discretion, to not repair such equipment or vehicles.
- Equipment purchases as required by code or best practices to ensure the interoperability of Portola's equipment with that of Fire District

Billable by Fire District to Portola with prior written approval.

In the event of an emergency (i.e. a truck has a tire blowout) a phone call to the City Manager will be made for verbal approval; to be followed up with written approval.

In addition to the reimbursement of costs of third-party services, Fire District personnel time associated with inspections and vehicle maintenance / repairs, and misc fire station work is billed at a weighted rate for the Fire Chief at Forty Five dollars (\$45) per hour and for other personnel at Twenty Five dollars (\$25) per hour.

- Bringing equipment up to code
- Maintenance of all vehicles and equipment
- All fluids and lubricants for vehicles and equipment
- All safety inspections to include but not limited to
 - Ladder; hose; and pump testing
 - Fire safety inspections for businesses and properties.

Fire District Expenses

- Fuel
- Consumables
- Fire Chief and Secretary expenses
- Workers Compensation insurance
- Staffing
- Training
- Maintain all logs, records, and other documents required by any State or Federal agency

Fire District will

- Provide a monthly report to Portola on the calls for service, which include the address, date, time, type of response, and response times; in an excel format to the City Manager.
- Provide a monthly report on the status of equipment and Fire Stations.
- Respond to all emergency fire calls as paged out by the Sheriff Department 911 dispatcher and all vehicle accidents, major medical assists requiring fire services level response. Portola and Beckwourth

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agree to work together with Eastern Plumas Health Care Ambulance services and other local Fire agencies to reduce and eliminate whenever possible having fire respond to minor medical calls.

- Provide training, certification, and CE (continuing education) opportunity classes for firefighters and medical responders.
- At the termination of the Agreement, the Fire District will return all Portola property and remove Fire District property from Portola premises.

CITY COUNCIL AGENDA STAFF REPORT

DATE: September 20, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Susan Scarlett, Finance Officer

MEETING: September 27, 2023

SUBJECT: Financial update and Budget information

Receive a report regarding updates to Financial Statements for the 2022-2023 Fiscal Year. Discuss budget amendments already approved and additional amendments and information on transfers to “set asides”. Financial information on 2022-2023 will be discussed as well as updated information for the 23-24 budget.

Recommendation: Approve budget amendments for the 22-23 Fiscal year end.

Interim City Manager contract					
Relocation during Cromberg rehab project - future - estimated at \$120,000					
Approval for additional compensation for Susan Scarlett					
710-311-700.80	Depreciation		139,711.69		
710-311-700.99	Fixed Asset Offset		8,580.00		
720-311-700.80	Depreciation		112,257.13		
720-311-700.99	Fixed Asset Offset		10,358.16		
730-311-700.80	Depreciation		3,106.67		
	LESSG Partner Balances		11,463.45		10/13/2021
	LESSG City Balance		7,164.65		10/13/2021
710-000-100.08	Transfer to Infrastructure set aside				
720-000-100.08	Transfer to Infrastructure set aside				
730-000-100.19	Transfer to Landfill Closure set aside		95,626.98	95,626.98	