

# City of Isleton

## Special City Council Staff Report

DATE: January 27, 2022

ITEM#: 4.A

CATEGORY: Communications

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### CITY COUNCIL COMMUNICATIONS

#### SUMMARY

City has received the following communications:

- A. County of Sacramento, Order of Health Office.
- B. Donation to Isleton Fire Department

#### FISCAL IMPACT

None

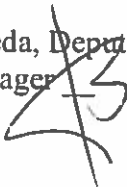
#### RECOMMENDATION

Information only.

#### ATTACHMENT

- County of Sacramento, Order of Health Officer
- Donation to Isleton Fire Department

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk \_\_\_\_\_  
Reviewed by: Charles Bergson, City Manager \_\_\_\_\_







**ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO  
DIRECTING ALL PUBLIC MEETINGS IN THE COUNTY TO OCCUR  
VIRTUALLY UNTIL FURTHER NOTICE AND ENCOURAGING  
WORKPLACES TO CONDUCT MEETINGS REMOTELY AS BUSINESS NEEDS  
PERMIT**

**DATE OF ORDER: January 6, 2022**

**BACKGROUND**

The rapid emergence of the highly transmissible COVID-19 Omicron variant coupled with holiday gatherings has led to unprecedented COVID-19 case rates in Sacramento County. On December 30, 2021, there were 1,917 new COVID-19 cases reported in Sacramento County, which is 51.3% higher than the highest episode date of the winter surge of 2020 (1,267; December 14, 2020). Sacramento County's COVID-19 case rate on January 4, 2022 reached an all-time high level of 80.3 per 100,000 residents.

While data on the Omicron variant is still emerging, it has quickly become the dominant variant in the United States. The high case rates in our region are projected to impact capacity in Sacramento County hospitals.

All individuals in Sacramento County, especially those who are unvaccinated or not up-to-date with their vaccination (boosted, if eligible) and those at higher risk of severe outcomes from COVID-19, should take personal measures to reduce their risk of acquiring COVID-19. In addition to existing COVID-19 mitigation measures, including vaccination and face coverings, additional actions can help limit the likelihood of COVID-19 transmission in workplaces and public settings.

This Order is necessary to control and reduce the rate of community spread and to reinforce the need for safe interactions. The Health Officer will continue to assess the public health situation as it evolves and will reevaluate the need for this Order no later than February 1, 2022. The Health Officer may modify this Order, or issue additional Orders related to COVID-19, as changing circumstances dictate.

## **ORDER**

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, 120175, AND 120220, THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO ("HEALTH OFFICER") HEREBY ORDERS AS FOLLOWS:

1. This Order **shall become effective January 6, 2022 at 8:00 a.m.** and will continue to be in effect until rescinded or amended in writing by the Health Officer.
2. The July 29, 2021 Order of the Health Officer directing all individuals in Sacramento County to wear face coverings indoors in workplaces and public settings remains in place and is unaffected by this Order.
3. All public boards, councils, commissions, and other similar bodies shall suspend in-person public meetings and conduct all meetings virtually. Affected bodies shall ensure opportunities for virtual public participation and compliance with the Brown Act and all other relevant statutes.
4. Employers and businesses shall consider conducting meetings remotely and take other measures as necessary to reduce transmission risk as much as business needs will permit.
5. Employers and businesses subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS) and/or the Cal/OSHA Aerosol Transmissible Diseases Standards should consult the applicable regulations for additional requirements. The ETS allow local health jurisdictions to mandate more protective measures.
6. All State orders and guidance documents referenced in State orders are complementary to this Order. By way of this Order, the Health Officer adopts such directives as orders as well. Where a conflict exists between a local order and any State public health order related to the COVID-19 pandemic, the most restrictive provision controls pursuant to, and consistent with, California Health and Safety Code § 131080.
7. **Copies of Order.** Copies of this Order shall promptly be: (1) made available at the County Administration Building at 700 H Street, Sacramento 95814, First Floor; (2) posted on the Sacramento County COVID-19 website (COVID19.saccounty.net) and County Health Department's website (dhs.saccounty.net/PUB); and (3) provided to any member of the public requesting a copy of this Order.

8. **Severability.** If any provision of this Order or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

**IT IS SO ORDERED:**

*Olivia Kasirye MD*

Olivia Kasirye, MD, MS  
Health Officer of the County of Sacramento

Dated: January 6, 2022



January 9, 2022

Dear Siletz Fire Department,

My gratitude to the Siletz Fire Department is overdue.  
I am offering a heartfelt donation.

My mother Marion King lived in Siletz for close to 80 years.  
She lived at 11 Bascom Road since 1957, and died 13 years ago at  
the age of 93. Toward the end of her life I called 911 several  
times because she had fallen and I could not pick her up.

The Siletz Fire Department arrived timely to assist. I am very grateful.

Thank you for addressing the needs of the residents of  
Siletz and its surrounding areas. I am still an Siletz property  
owner.

Sincerely,

Marion King





# City of Isleton

## Special City Council Staff Report

DATE: January 27, 2022

ITEM#: 5.A

CATEGORY: Consent Calendar

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### MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF DECEMBER 14, 2021

#### SUMMARY

A. Review of the Regular City Council Meetings of December 14, 2021.

#### FISCAL IMPACT

There is no fiscal impact associated with this action.

#### RECOMMENDATION

A. City Council review and approve the draft minutes of the Regular City Council Meeting on December 14, 2021.

#### ATTACHMENTS

- Minutes of December 14, 2021.

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, Deputy City Clerk



**CITY OF ISLETON**

**Regular City Council Meeting Minutes**

Tuesday, December 14, 2021 at 6:30pm  
208 Jackson Boulevard  
Isleton, California 95641

You can call in to join our public meeting or come in person

**TELECONFERENCE OR IN PERSON**

**ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO  
DIRECTING ALL INDIVIDUALS IN THE COUNTY TO WEAR FACE COVERINGS  
INDOORS IN WORKPLACES AND PUBLIC SETTINGS**

**1. OPENING CEREMONIES**

A. Welcome & Call to Order – Mayor Eric Pene called to order at 6:32pm.

B. Pledge of Allegiance

C. Roll Call

PRESENT: Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene and City Manager Charles Bergson, P.E.

**2. AGENDA CHANGES OR DELETIONS**

A. None.

**3. PUBLIC COMMENT**

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this Agenda. Speakers are requested to use the podium in front of the Council and to begin by stating their name, whether they reside in Isleton and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and the time available for the rest of the Agenda. In the event comments are related to an item scheduled on the Agenda, speakers will be asked to wait to make their comments until that item is being considered.

ACTION: Public Comments – Phil Treat discussed accidents on 4 and A Street, and implementing a 4-way stop sign. Councilmember Paul Steele, public safety, Children and put a sign structure. Jackson and 4<sup>th</sup> is a 4-way. Peter Low- Lighting on Main Street, can we turn the light up so it's lighter? Charles Bergson, those lights are street level lights 20' high. Pedestrian lighting is a project. Mayor Eric Pene asked to have the 4 way put on agenda to vote on it.

**4. COMMUNICATIONS**

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to [Yvonne.zepeda@cityofisleton.com](mailto:Yvonne.zepeda@cityofisleton.com) at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

A. County of Sacramento, Order of Health Officer.

ACTION: Information only.

## 5. CONSENT CALENDAR

A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of November 9, 2021 and November 23, 2021.

**RECOMMENDATION:** City Council review and approve draft minutes of the Regular City Council Meeting of November 9, 2021 and November 23, 2021.

**ACTION:** Councilmember Iva Walton motion to approve draft minutes of the Regular City Council Meeting of November 9, 2021 and November 23, 2021. Councilmember Paul Steele second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 4-0.

## 6. PUBLIC HEARINGS

A. **SUBJECT:** Geologic Hazard Abatement District and Appointing Property Owners within the City of Isleton as the Delta Region Geologic Directors; Resolution 028-21.

**RECOMMENDATION:** Approving Resolution 028-21, the formation of the Delta Region Geologic Hazard Abatement District and appointing property owners within the City of Isleton as the Delta Region Geologic Hazard Abatement District Board of Directors.

**ACTION:** Jeff Adams-Principal of Engeo Inc. gave presentation of the GHAD and presented the slide show, which was in packets. Mr. Adams discussed flood mitigation, flood recovery, grant money and assessments. Councilmember Paul Steele so max coverage is 10 thousand? Mr. Adams said 8 thousand deduction. Risk rating 2.0/30 to 40%/prop 218 vote needed. Natural and unnatural events. Michelle Burke- Earthquakes covered under this? Co-terminus with City of Isleton. Self agency. Michelle Burke – Funding is 100% tax? Mr.Adams: Could be fully funded by taxes, but can get grants. Mayor Eric Pene: This is to help reduce our flood insurance.

## 7. OLD BUSINESS

A. **SUBJECT:** TJKM Presentation, Local Road Safety Plan (LRSP); report presentation.

**RECOMMENDATION:** Staff recommends City Council review and provide comments for final reports.

**ACTION:** No Action. City Manager working with Engineer 2-3 months. Notice to public and one year to set up.

## **8. NEW BUSINESS**

**A. SUBJECT:** Isleton Chamber of Commerce Dock Signage.

**RECOMMENDATION:** That City Council approve the Isleton Chamber of Commerce proposed Dock Signage.

**ACTION:** Councilmember Paul Steele motion to approve the Isleton Chamber of Commerce proposed Dock Signage and proposed second dock signage on 160. Councilmember Iva Walton second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 4-0.**

**B. SUBJECT:** Resolution No. 031-21, a Resolution of City of Isleton Authorizing Examination of Sales or Transactions and Use Taxes Records.

**RECOMMENDATION:** That City Council adopt Resolution No. 031-21, a Resolution of City of Isleton Authorizing Examination of Sales or Transactions and Use Taxes Records; Measure L.

**ACTION:** Councilmember Paul Steele motion that City Council adopt Resolution No. 031-21, a Resolution of City of Isleton Authorizing Examination of Sales or Transactions and Use Taxes Records; Measure L. Mayor Eric Pene second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 4-0.**

**C. SUBJECT:** Resolution No. 032-21, a Resolution of City of Isleton Authorizing Examination of Sales or Transactions and Use Taxes Records.

**RECOMMENDATION:** That City Council adopt Resolution No. 032-21, a Resolution of City of Isleton Authorizing Examination of Sales or Transactions and Use Taxes Records; Measure B.

**ACTION:** Councilmember Paul Steele motion that City Council adopt Resolution No. 032-21, a Resolution of City of Isleton Authorizing Examination of Sales or Transactions and Use Taxes Records; Measure B. Mayor Eric Pene second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 4-0.**

**D. SUBJECT:** Resolution No. 033-21, A Resolution of the City Council of the City of Isleton making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings and authorizing virtual City Council, Commission, Board, and other City Meetings pursuant to Assembly Bill 361.

**RECOMMENDATION:** Staff recommends that City Council adopt Resolution No. 033-21, A Resolution of the City of the City of Isleton making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings and authorizing virtual City Council, Commission, Board, and other City Meetings pursuant to Assembly Bill 361.

**ACTION:** Councilmember Iva Walton motion that City Council adopt Resolution No. 033-21, A Resolution of the City of the City of Isleton making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings and authorizing virtual City Council, Commission, Board, and other City Meetings pursuant to Assembly Bill 361. Councilmember Paul Steele second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 4-0.**

- E. SUBJECT:** Ordinance No. 2021-005, an Ordinance of the City Council of the City of Isleton, California Establishing Preferential Parking Permit Program; Introduction.

**RECOMMENDATION:** Staff is presenting City Council to adopt Ordinance No. 2021-005, an Ordinance of the City Council of the City of Isleton, California Establishing a Preferential Parking Permit Program for review and discussion.

**ACTION:** City Manager to meet with Sub-Committee.

#### **9. COUNCIL REPORTS AND COMMITTEE UPDATES**

- A. Councilmember Vacant -Vacant
- B. Councilmember Paul Steele – Christmas Tree Lighting.
- C. Councilmember Iva Walton – Casino.
- D. Vice Mayor Pamela Bulahan-SACOG Meeting.
- E. Mayor Eric Pene – None.

#### **10. STAFF GENERAL REPORTS AND DISCUSSION**

- A. City Manager Report – up to date on financials. SACOG gave money for our RHP.
- B. Fire Chief Report – None.

#### **11. CLOSED SESSION**

- A. None.

#### **12. ADJOURNMENT**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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MAYOR, Eric Pene

ATTEST:

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DEPUTY CITY CLERK, Yvonne Zepeda





# City of Isleton

## Special City Council Staff Report

DATE: January 27, 2022

ITEM#: 6.A

CATEGORY: Old Business

### ACCEPT THE ISLETON WEST SIDE REHABILITATION PROJECT #20-21 AS COMPLETE; AUTHORIZING CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SACRAMENTO COUNTY RECORDER

#### SUMMARY

On February 23, 2021 the City Council authorized the award of Isleton West Side Rehabilitation Project #20-01. September 22, 2021 the Notice to Proceed was issued in the changed amount of \$498,701 to Big Valley Electric. Construction start date was October 18, 2021 and completed on October 26, 2021.

The work performed consisted of roadway improvements including cold planing asphalt, concrete, placing hot mix asphalt, excavation and grading and striping. The project location map is provided in Attachment 1. There was one change order to the project which was to pave Jackson Boulevard Extension from 5<sup>th</sup> Street South 500 feet. Half of this road is County Road for which has agreed to pay.

#### FISCAL IMPACT

CONTRACT	755,980
Change 1	28,410
	<b>784,390</b>
County Reimbursement(Chg.1)	-14,205
TOTAL	<b>770,185</b>

#### FUNDS FOR CONTRACT

Measure A	615,980
CALRecycle Grant	80,000
TDA Fund	60,000
Americna Recovery Plan, Capital	40,000
LTF	20,000
	<b>815,980</b>
Less CalRecycle Grant	-80,000
	<b>735,980</b>
Add Measure A	34,205
TOTAL	<b>770,185</b>

The State did not provide a satisfactory standard for recycled asphalt and the contractor was unable to provide recycled asphalt. Thus, the City was unable to use the Cal Recycle Grant funds. In lieu of the grant, funds from the American Recovery Plan (\$40,000) and Measure A (\$34, 205) were used to balance the expenses.

### **RECOMMENDATION**

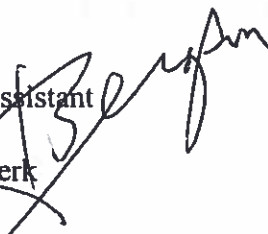
Staff requests City Council accept the Isleton West Side Rehabilitation #20-21 Project as complete.

### **ATTACHMENTS**

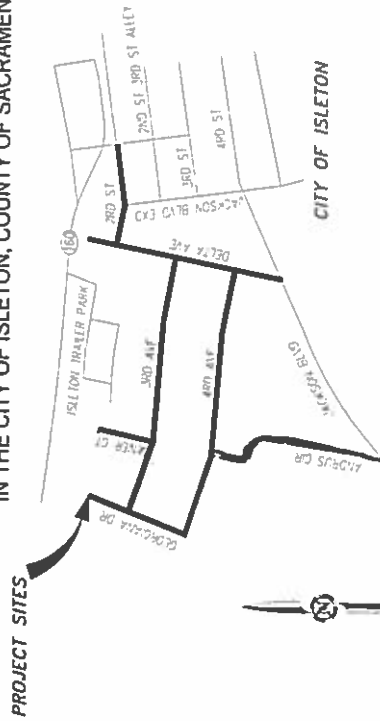
Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

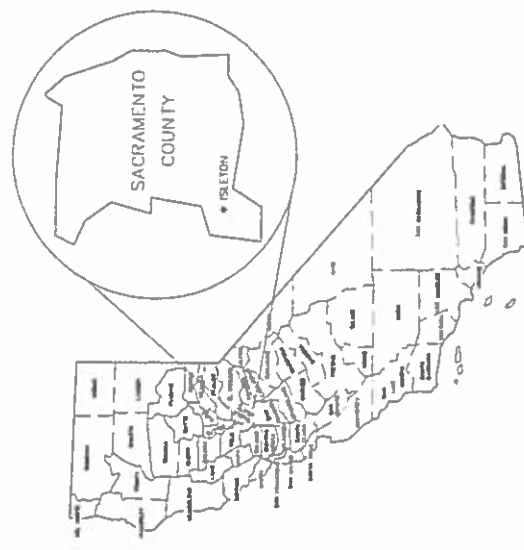
Submitted by: Yvonne Zepeda, Deputy City Clerk

A handwritten signature in black ink, appearing to read "C. Bergson", is written over the "Reviewed by" line. The signature is stylized and slanted.

# CITY OF ISLETON 2019 WEST SIDE PAVEMENT REHABILITATION PROJECT IN THE CITY OF ISLETON, COUNTY OF SACRAMENTO



LOCATION MAP  
SCALE: NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

INDEX OF PLAN SHEETS

Sheet No.	Description
1	317 WEST
2	318 WEST
3	319 WEST
4	320 WEST
5	321 WEST
6	322 WEST
7	323 WEST
8	324 WEST
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APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

DESIGNED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

UTILITY	COMPANY	CONTACT	PHONE
SAN FRANCISCO	CITY OF ISLETON	BOB BAKER	(916) 717-1778
WATER	CITY OF ISLETON	BOB BAKER	(916) 717-1778
SEWER	CITY OF ISLETON	BOB BAKER	(916) 717-1778
TELEPHONE	CITY OF ISLETON	BOB BAKER	(916) 717-1778
POWER	CITY OF ISLETON	BOB BAKER	(916) 717-1778

UTILITY REPRESENTATIVES			
UTILITY	COMPANY	CONTACT	PHONE
SAN FRANCISCO	CITY OF ISLETON	BOB BAKER	(916) 717-1778
WATER	CITY OF ISLETON	BOB BAKER	(916) 717-1778
SEWER	CITY OF ISLETON	BOB BAKER	(916) 717-1778
TELEPHONE	CITY OF ISLETON	BOB BAKER	(916) 717-1778
POWER	CITY OF ISLETON	BOB BAKER	(916) 717-1778



Report Engineering Services  
 3022 Lakeview Drive, Suite 100  
 Berkeley, California 94601  
 T 916.781.4100  
 F 916.781.4119



CONSTRUCTION  
 NOT FOR CONSTRUCTION

15151A, N.C.M.I.  
 State of California  
 License No. 15151A  
 Exp. 01/01/2021

DESIGNED BY: B. MOORE  
 CHECKED BY: C. ALLEN  
 SCALE: AS SHOWN  
 DATE: SEPTEMBER 2019  
 PROJECT NO.: 18-006

DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_

DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
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DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_



811  
 Report where you dig.  
 Call before you dig.

DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_



# City of Isleton

Special City Council  
Staff Report

DATE: January 27, 2022

ITEM#: 7.A

CATEGORY: New Business

## CITY COUNCIL SUB-COMMITTEE ASSIGNMENTS AND REVIEW APPOINTMENT BOARDS AND COMMISSION POLICY

### SUMMARY

Every year, City Council updates and re-appoints the member lists of the standing sub-committees. City Council may continue the existing committee memberships or appoint new members.

### DISCUSSION

Current Sub-Committee appointments as appointed last year are as follows:

Finance	Paul Steele and Vacant
Public Safety	Eric Pene and Vacant
Code Enforcement	Paul Steele and Iva Walton
Intragovernmental	Paul Steele and Pam Bulahan
Personnel	Eric Pene and Iva Walton
Development Agreement	Chris Jones (PC) and Vacant
Architectural Design Review	Eric Pene and Mandy Elder (PC)
Parking	Pam Bulahan and Iva Walton
General Plan	Pamela Bulahan and Vacant
Small Cities Organized Risk Effort	Eric Pene
Brannan-Andrus Levee Maintenance District	City Manager, Charles Bergson
Delta Protection Commission	Iva Walton
Delta Region GHAD (NEW)	

### Board and Commissions

Currently the Council does not have a policy for reviewing Boards and Commission appointments. It is recommended that City Council annually review its Board and Commission appointments. Staff will be bringing forward a Board and Commission review policy and will be requesting Council review its Planning Commission and Measure B appointments.

### FISCAL IMPACT

There is no fiscal impact associated with this action.

### RECOMMENDATION

Staff recommends that City Council review and modify as necessary the sub-committees assignments.

Reviewed by: Charles Bergson, City Manager  
Submitted and prepared by: Yvonne Zepeda, Deputy City Clerk

A handwritten signature in black ink, appearing to read "Bergson", is written over the printed name of Charles Bergson in the text above.

# City of Isleton

## Special City Council Staff Report

DATE: January 27, 2021

ITEM#: 7.B

CATEGORY: Old Business

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**RESOLUTION 03-22 OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK (IBANK) FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; ADOPT**

### DISCUSSION

#### BACKGROUND:

The city has initiated a project to acquire a permanent City administrative facility. The start of this process was the purchase of a vacant lot located in the Second Street Commercial District – 204 A Street.

Staff has contacted several agencies to obtain financing for this project including the California Infrastructure and Economic Development Bank (IBank). It is noted and desired to have this project funded in the most economical method for the City. The attached resolution will make all cost incurred for this project, including the purchase of property, eligible for reimbursement through loans and grants.

(IBank) was created to provide accessible low-cost financing options for a wide range of infrastructure projects. Loans are available with terms of up to 30 years, and up to \$25,000,000 although larger loans can be issued. Interest rates are set at the time IBank's Board of Directors approve the loan. The IBank states that applicants must demonstrate project readiness and feasibility to complete construction within two years after the IBank loan approval. Applicants must demonstrate that all required permits and approvals have been received prior to final loan approval.

Eligible costs for financing include:

- All or any part of the cost of construction, renovation, and acquisition of all lands, structures, real or personal property.
- Rights, rights of way, franchises, licenses, easements, and interests acquired or used for a project.

- The cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which the buildings or structures may be moved.
- The cost of all machinery, equipment and financing charges.
- The cost of architectural, engineering, financial and legal services, plans, specifications, estimates, administrative expenses.
- Construction and design costs incurred prior to financing can be reimbursed via a Council resolution as follows:
  - Soft costs (design, engineering, architectural, environmental permitting, etc.) incurred prior to the adoption of the Council resolution may be reimbursed from loan proceeds with no time restriction.
  - Hard costs (actual construction, demolition, materials purchase, etc.) incurred within 60 days prior to the adoption of the Council resolution may be reimbursed from loan proceeds.

Staff is recommending that the City pursue a loan application with IBank. IBank has quoted an interest rate of 2.0 percent which is an effective rate of 2.3 percent when the annual fee of 0.3 percent on the unpaid balance is included.

The IBank loan application process is as follows:

1. Staff completes the IBank financing application.
2. IBank will provide a financing resolution through which the Council authorizes the City Manager to execute the financing documents. At this time, staff will return for Council's approval.
3. IBank will prepare the financing documents which the City Manager will execute.

Staff has discussed this project with IBank and has been encouraged to apply. The application process is rigorous and will take about three months. Upon completion of this application and review, City Council can consider proceeding with the loan application or withdraw the application.

**FISCAL IMPACT:**

The fiscal impact of the recommended action is for a loan of up to \$7,000,000 over a repayment period of 30 years to finance

Approval of the resolution will also allow reimbursement to the General Fund for Project expenditures 60 days before approval of the resolution. Expenses incurred with the past sixty days have been the purchase of the property (\$85,000) and the environmental assessment (\$1,650).

**RECOMMENDATION:**



Staff recommends City Council adopt Resolution 03-22 Authorizing the Submission of an Application to the California Infrastructure and Economic Development Bank (IBank) for Financing a Capital Improvement Project, Authorizing the Incurring of an Obligation Payable to IBank for the Financing of a Capital Improvement Project if IBank Approves Said Application, Declaration of Official Intent to Reimburse Certain Expenditures from the Proceeds of an Obligation, and Approving Certain Other Matters in Connection Therewith.

**ATTACHMENTS:**

1. Resolution 03-22 Authorizing the Submission of an Application to the California Infrastructure and Economic Development Bank (IBank) for Financing a Capital Improvement Project, Authorizing the Incurring of an Obligation Payable to IBank for the Financing of a Capital Improvement Project if IBank Approves Said Application, Declaration of Official Intent to Reimburse Certain Expenditures from the Proceeds of an Obligation, and Approving Certain Other Matters in Connection Therewith

Written by: Diana O'Brien

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk \_\_\_\_\_



**RESOLUTION NO. 03-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK (IBANK) FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the California Infrastructure and Economic Development Bank (“IBank”) administers a financing program to assist local governments with the financing of eligible projects in accordance with Section 63000 *et seq.* of the California Government Code (the “Act”); and

**WHEREAS**, IBank created the Infrastructure State Revolving Fund Program (“ISRF Program”) pursuant to the provisions of the Act; and

**WHEREAS**, IBank has instituted an application process for financing under its ISRF Program; and

**WHEREAS**, IBank’s Criteria, Priorities and Guidelines for the Selection of Projects for Financing under the ISRF Program, dated February 23, 2016, and as may thereafter be amended from time to time (the “Criteria”), establishes requirements for the financing of projects under the ISRF Program; and

**WHEREAS**, the City Council of the City of Isleton (“Applicant”) desires to submit an application (“Financing Application”) to IBank under the ISRF Program for financing and refinancing the costs of the City Administration Facilities Project in an amount not to exceed \$7,000,000; and

**WHEREAS**, the Act and the Criteria require the Applicant to make, by resolution of its governing body, certain findings prior to a project being selected for financing by IBank; and

**WHEREAS**, the Applicant expects to incur or pay certain expenditures in connection with the Project from its General Fund that are reimbursable with the proceeds of tax exempt bonds or other tax exempt securities under Federal Tax Law (defined below) prior to incurring indebtedness for the purpose of financing costs associated with the Project on a long-term basis (the “Reimbursement Expenditures”); and

**WHEREAS**, the Applicant reasonably expects that a financing arrangement (“Obligation”) in an amount not expected to exceed \$7,000,000 will be entered into under and memorialized by one or more financing agreements and related documents (collectively, the “Financing Agreement”) and that certain proceeds of such Obligation will be used to reimburse the Applicant for Reimbursement Expenditures incurred or paid prior to incurring the Obligation; and

**WHEREAS**, the Project consists of development and construction of the City Administration Facilities; and

**WHEREAS**, the Project will improve City administrative capacities and return a public park to public use; and

**WHEREAS**, the Applicant acknowledges that IBank funds the ISRF Program, in part, with the proceeds of tax exempt bonds and, as such, has certain compliance obligations that may require it to have the Applicant enter into one or more new financing agreements to replace the Financing Agreement (collectively, the "Replacement Agreement") on terms and conditions substantially identical to the original Financing Agreement; and

**WHEREAS**, the Applicant intends to repay the loan over a 30-year period and has the projected ability to repay the loan.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Isleton (the "City") as follows:

**Section 1.** The City hereby approves confirms, ratifies, and affirms all actions of the Applicant's representatives, employees and officers heretofore taken in connection with, or with respect to, submitting the Financing Application, and the consideration and approval of the Obligation and the Financing Agreement, if IBank approves the Financing Application and the Obligation, and in connection therewith the City Council of the City of Isleton finds and certifies:

- a) The Project facilitates the effective and efficient use of existing and future public resources so as to promote both economic development and conservation of natural resources;
- b) The Project develops and enhances public infrastructure in a manner that will attract, create, and sustain long-term employment opportunities;
- c) That the Project is consistent with the General Plan of the City of Isleton, and the General Plan of the County of Sacramento;
- d) The proposed financing is appropriate for the Project;
- e) The Project is consistent with the Criteria; and
- f) It has considered (i) the impact of the Project on California's land resources
- g) and the need to preserve such resources; (ii) whether the Project is economically or socially desirable; and (iii) whether the project is consistent with, and in furtherance of the State Environmental Goals and Policy Report (as defined in the Criteria).

**Section 2.** The Applicant hereby declares its official intent to use proceeds of the obligation to reimburse itself for the Reimbursement Expenditures with the proceeds of tax exempt bonds or other tax exempt securities issued under the provisions of the Internal Revenue Code of 1986, as amended, and those Treasury Regulations implementing such provisions (collectively, "Federal Tax Law"). This declaration is made solely for purposes of establishing compliance with applicable requirements of Federal Tax Law and its date is controlling for purposes of reimbursement under Federal Tax Law. This declaration does not bind the Applicant to make any expenditure, incur any indebtedness, or proceed with the Project.

**Section 3.** All of the Reimbursement Expenditures were made no earlier than 60 days prior to the date of this Resolution. The Applicant will allocate proceeds of the Obligation to pay Reimbursement Expenditures within eighteen (18) months of the later of the date the original expenditure was paid or the date the Project was placed in service or abandoned, but in no event more than three (3) years after the original expenditure was paid.

**Section 4.** The City Manager and his or her designee is hereby authorized and directed to act on behalf of the Applicant in all matters pertaining to the Financing Application, and if IBank approves the Financing Application and the Obligation, the execution of related financial documents, including but not limited to, the authority to make payments from general fund revenues and other legally available sources of funds for the repayment of the Obligation and to provide covenants relating to the Obligation and as to any security or collateral securing the Obligation.

**Section 5.** If the Financing Application and the Obligation is approved by IBank, the City Manager and his or her designee is authorized to negotiate, enter into and sign financing documents and any amendments thereto, including, but not limited to the Financing Agreement and the Replacement Agreement, with IBank for the purposes of financing the Obligation.

**Section 6.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Isleton held on this 27th day of January 2022.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
MAYOR, Eric Pene

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK, Yvonne Zepeda



# City of Isleton

## Special City Council Staff Report

DATE: January 27, 2022

ITEM#: 7.C

CATEGORY: New Business

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### **RESOLUTION 04-22 APPROVING MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS ("SACOG") AND THE CITY OF ISLETON FOR THE CITY'S RENTAL INSPECTION PROGRAM; APPROVE**

#### **SUMMARY**

SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region.

SACOG is the recipient of funds from the California Department of Housing and Community Development ("HCD") for purposes of administration of the Regional Early Action Planning Grant Program ("REAP")

City of Isleton is a member of SACOG and is the recipient of a FORTY THOUSAND Dollars (\$40,000.00) of SACOG REAP funds (the "Funds") that will be used to pay for the City Rental Inspection Program as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Project");

#### **DISCUSSION**

Staff is requesting City Council approve Resolution 04-22 that approves MOU between City of Isleton and SACOG. These REAP funds will allow the City to establish the City Rental Inspection Program (See MOU attachment A for project description and scope of work).

The City's Rental Inspection Program would require rental property owners to register all their housing units with the City and complete an inspection for conformance to habitability standards and building codes for all units.

#### **FISCAL IMPACT**

The City will receive \$40,000 SACOG REAP grant funds. There is no match required.

#### **RECOMMENDATION**

Staff is requesting City Council approve Resolution 04-22 Approving MOU between the City of Isleton and SACOG to establish the City's Rental Inspection Program

#### **ATTACHMENTS**

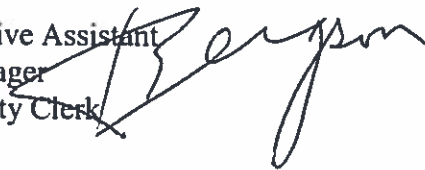
1. Resolution 04-22 Approving Memorandum of Understanding By and Between the Sacramento Area Council of Governments ("SACOG") and the City of Isleton for the City's Rental Inspection.

2. MOU between the City of Isleton and SACOG

Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, Deputy City Clerk

A handwritten signature in black ink, appearing to read "Bergson", is written over the text "Reviewed by: Charles Bergson, City Manager". The signature is cursive and somewhat stylized.



**RESOLUTION NO. 04-22**

**RESOLUTION NO. 04-22 APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (“SACOG”) AND THE CITY OF ISLETON (“LOCAL AGENCY”) FOR THE FOR THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM**

**WHEREAS**, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

**WHEREAS**, SACOG is the recipient of funds from the California Department of Housing and Community Development (“HCD”) for purposes of administration of the Regional Early Action Planning Grant Program (“REAP”); and

**WHEREAS**, Local Agency is a member of SACOG and is the recipient of a FORTY THOUSAND Dollars (\$40,000.00) of SACOG REAP funds (the “Funds”) that will be used to pay for the City Rental Inspection Program as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Project”); and

**NOW, THEREFORE**, be it resolved by the City Council of the City of Isleton (the “City”) as follows:

**Section 1.** The City Council of the City of Isleton this approves Resolution 04-22 Approving Attachment 1 Memorandum between the City of Isleton and Sacramento Area Council of Governments (SAG) for the Regional Early Action Planning Grant Program.

**Section 2.** The City of Isleton, the recipient of a FORTY THOUSAND Dollars (\$40,000.00) of SACOG REAP funds (the “Funds”) will be used to pay for the City Rental Inspection Program as more particularly described in Exhibit “A” Memorandum of Understanding.

**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Isleton held on this 27th day of January 2022.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
MAYOR, Eric Pene

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK, Yvonne Zepeda



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
And the  
CITY OF ISLETON**

**FOR THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM**

This Memorandum of Understanding (“MOU” or “Agreement”) is made effective January 27, 2022 (the “Effective Date”), by and between the Sacramento Area Council of Governments (“SACOG”) and the City of Isleton (“Local Agency”).

**RECITALS:**

**WHEREAS**, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

**WHEREAS**, SACOG is the recipient of funds from the California Department of Housing and Community Development (“HCD”) for purposes of administration of the Regional Early Action Planning Grant Program (“REAP”); and

**WHEREAS**, Local Agency is a member of SACOG and is the recipient of a FORTY THOUSAND Dollars (\$40,000.00) of SACOG REAP funds (the “Funds”) that will be used to pay for the City Rental Inspection Program as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Project”); and

**NOW, THEREFORE**, SACOG and Local Agency agree as follows:

1. **Recitals**: the recitals above are hereby incorporated in this Agreement.
2. **Compliance with Laws**: Local Agency will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Local Agency hereunder. Further, Local Agency will require the appropriate debarment certification form from all Local Agency contractors and Local Agency certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.
3. **Funding Amount**: The amount to be paid to Local Agency under this Agreement will not exceed **FORTY THOUSAND DOLLARS (\$40,000.00)** unless agreed to in advance by the parties pursuant to a written amendment signed by SACOG’s Executive Director or Deputy Executive Director. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

4. **Term:** The term of this Agreement shall be from the Effective Date until July 31, 2023, unless agreed to in advance by written amendment signed by SACOG's Executive Director or Deputy Executive Director.
  
5. **Independent Contractor:** The Local Agency, and the agents and employees of the Local Agency, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Local Agency, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Local Agency has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Local Agency in the performance of work funded by this Agreement. Local Agency will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.
  
6. **Accounting Records:**
  - a. Local Agency, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment voucher or invoices.
  
  - b. Local Agency shall establish a separate ledger account for receipts and expenditure of the Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
  
  - c. Local Agency shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
  
  - d. Local Agency agrees that SACOG, HCD and the State of California or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.
  
7. **Reporting and Payment:**
  - a. On a quarterly basis, Local Agency will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Local Agency shall submit written invoices by e-mail in to SACOG. Local Agency's written progress report shall be completed as required by SACOG, and shall be for the periods ending March, June, September and December. Local

Agency shall also provide a copy of Local Agency's annual progress report that is submitted to HCD annually in April.

b. Payments to Local Agency hereunder will be made in arrears. Local Agency will submit a detailed and properly documented invoice on its letterhead for reimbursement which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Local Agency has already incurred costs for the Project. Attached as Exhibit A is SACOG's matrix of required supporting documentation for Local Agency invoices. Invoices for expenditures incurred prior to January 1, 2021 will not be reimbursed.

c. The Local Agency shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from the Local Agency. Indirect cost rates shall be submitted annually in accordance with SACOG requirements.

d. Local Agency will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Local Agency's invoice that would cause withholding of approval and subsequent payment. Local Agency's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts. Local Agency's failure to comply with any of the reporting requirements in this Agreement may impact Local Agency's ability to receive future REAP funds.

8. Audit, Retention and Inspection of Records:

a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.

b. Local Agency agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Local Agency further agrees to maintain such

Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Agreement, all records must be retained by Local Agency, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SACOG and HCD shall have the right to audit Local Agency records and interview employees.

- c. If so directed by SACOG upon expiration of this Agreement, the Local Agency will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.
- d. In addition to any other remedies available to SACOG in law or equity for breach of this Agreement, SACOG, may at its discretion, exercise a variety of remedies, including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

9. Third Party Contracts:

- a. All procurements related to the expenditure of the Funds must be conducted using a fair and competitive procurement process. Local Agency may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California law.
- b. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to Local Agency's contractors and subcontractors. Copies of all agreements with contractors and subcontractors shall be submitted to SACOG's project manager.
- c. Local Agency shall be responsible for monitoring and enforcement of all agreements with contractors and subcontractors to ensure compliance with the terms of this Agreement.

10. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 17 below.

- b. If either party issues a notice of termination, SACOG will reimburse Local Agency for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Local Agency's failure to comply with the terms of this Agreement.
  - c. Local Agency will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. In such event, Local Agency will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 17. SACOG will make payment to Local Agency through the date of termination, subject to the provisions of Section 6 above.
11. Indemnity: Local Agency specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement. Local Agency shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
12. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Local Agency. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Local Agency either in whole or in part.
13. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
14. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit "A"), unless modified pursuant to Section 12.
15. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
16. Contractors and Subcontractors: Local Agency will be fully responsible for all work performed by its contractors and subcontractors.
- a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
- (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act.
  - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
  - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Local Agency or any subcontractor in performing work associated with this Agreement or any part of it.
  - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
  - (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

17. Work Product and Data:

a. Definitions

- i. "Work" – The work to be directly or indirectly produced by Local Agency, its employees, or by and of the Local Agency's contractor's, subcontractor's and/or employees under this Agreement.
- ii. "Work Product" – All deliverables created or produced from Work under this Agreement included, but not limited to all, Work and deliverables conceived or made, either solely or jointly with others during the term of this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Local Agency and/or Local Agency's contractor or subcontractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.



- iii. "Inventions" – Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Local Agency or jointly with Local Agency's contractor and/or subcontractor or Local Agency's contractor's and/or subcontractor's employees of SACOG or HCD during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. Ownership of Work Product and Rights

- i. All Work Products derived by the Work performed by Local Agency, its employees or by and of the Local Agency's contractor's and/or subcontractor's employees under this Agreement, shall be jointly owned by HCD, SACOG and Local Agency ("Joint Owners"), and shall be considered to be works made for hire by Local Agency and Local Agency's contractor and/or subcontractor for HCD for the benefit of the Joint Owners. The Joint Owners shall jointly own all copyrights in the Work Product.
- ii. Local Agency, its employees and all of Local Agency's contractor's, and/or subcontractors employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Joint Owners, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Local Agency's contractor and/or subcontractor from HCD. From time to time upon Joint Owner's request, Local Agency's contractor and/or subcontractor and/or their employees shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as HCD may request. Local Agency hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
- iii. Local Agency, its employees and all Local Agency's contractors and/or subcontractors hereby agree to assign to HCD joint ownership of all Inventions. Local Agency, its employees and Local Agency's contractor and/or subcontractor shall promptly make a complete written disclosure to HCD of each Invention not otherwise clearly disclosed to HCD in the pertinent Work Product, specifically noting features or concepts that the Local Agency, its employees and/or Local Agency's contractor and/or subcontractor believes to be new or different.
- iv. Upon completion of all work under this Agreement all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest

in the Joint Owners and no further agreement will be necessary to transfer ownership to the Joint Owners.

18. **Project Managers:** SACOG's Project Manager for this Agreement is Greg Chew, unless SACOG otherwise informs Local Agency. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Greg Chew  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814  
Telephone: 916-340-6227  
Email: [gchew@sacog.org](mailto:gchew@sacog.org)

Local Agency's Project Manager for this Agreement is Charles Bergson. No substitution of Local Agency's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication to Local Agency required by this Agreement will be mailed by first-class mail to:

Charles Bergson  
City of Isleton  
101 2<sup>nd</sup> Street  
916-777-7770  
[cbergson@cityofisleton.com](mailto:cbergson@cityofisleton.com)

19. **Successors:** This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
20. **Waivers:** No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Local Agency of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.
21. **Litigation:** Local Agency will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.
22. **Non-Liability of SACOG:** SACOG shall not be liable to Local Agency or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Local Agency or any third party for any loss, cost, claim or damage, either direct

or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

23. Amendments Required by HCD or State Agencies: If HCD, or any other State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
24. Counterparts and Electronic Signatures: This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this MOU and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
25. Authority: The persons signing on behalf of the parties to this MOU each warrant they have the legal authority to execute this MOU.
26. Entire Agreement: This MOU embodies the entire agreement of the parties in relation to the matters contained herein, and no other understanding, whether verbal, written, or otherwise, exists among the parties.
27. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Local Agency assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Local Agency also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.
28. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth,

breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, Local Agencies, contractors and consultants.

Local Agency hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Local Agency will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Local Agency to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Local Agency and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Local Agency and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Local Agency and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Local Agency and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Local Agency and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Local Agency and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and

Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Agency and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Local Agency and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Local Agency, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Local Agency shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- f. Local Agency and its contractors will include the provisions of this Section 18 in all contracts to perform work funded under this Agreement. Local Agency shall take such action with respect to any such contract as SACOG or HCD may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of the Local Agency's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or HCD may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to the Local Agency under this Agreement until the Local Agency complies, and/or
  - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.

29. Drug-Free Certification: By signing this Agreement, Local Agency hereby certifies under penalty of perjury under the laws of the State of California that Local Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Local Agency who works under this Agreement will:
- (1) Receive a copy of Local Agency's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Local Agency's Statement as a condition of employment on this Agreement.

20. Union Organizing: By signing this Agreement, Local Agency hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Local Agency will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Local Agency will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

21. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Local Agency certifies, to the best of his or her knowledge or belief, that:
  - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Agency, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or

employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Local Agency will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Local Agency also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

22. Prevailing Wage and Labor Requirements.

- a. Should Local Agency award any construction contracts utilizing Federal funds under this Agreement, Local Agency agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Local Agency award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Local Agency agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MEMORANDUM  
OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN:

**SACRAMENTO AREA COUNCIL  
OF GOVERNMENTS**

By: \_\_\_\_\_  
James Corless, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Sloan Sakai Yeung & Wong LLP  
Legal Counsel to SACOG

**CITY OF ISLETON**

By: \_\_\_\_\_  
Charles Bergson, City Manager



**EXHIBIT "A"**

***Project Description***

**Jurisdiction:** \_\_\_\_\_ City of Isleton \_\_\_\_\_

**Project Title:** \_\_\_\_\_ City Rental Inspection Program \_\_\_\_\_

**Project Location:** \_\_\_\_\_ city-wide in Isleton \_\_\_\_\_

**Project Housing Nexus:**

*Check all that apply.*

- |   |   |
|---|---|
| <input type="checkbox"/> Reduce Time                              | <input checked="" type="checkbox"/> Impact on housing supply and/or affordability |
| <input type="checkbox"/> Reduce Development Costs<br>entitlements | <input type="checkbox"/> Increase approval certainty and/or streamlines           |
| <input type="checkbox"/> Infrastructure Capacity                  | <input type="checkbox"/> Other: _____   |

**Project Location Type:**

*Check all that apply.*

- |   |  |
|---|--|
| <input type="checkbox"/> Green Zone         | <input checked="" type="checkbox"/> Community wide |
| <input type="checkbox"/> Civic Lab Corridor | <input type="checkbox"/> Other: _____              |

**Project Goal Statement:**

*Describe the impacts of your project on the acceleration of housing production.*

The proposed city rental inspection program would ensure minimum habitability standards are met throughout the city.

**Project Description:**

*Include a high-level summary of your project.*

The city of Isleton would establish a rental inspection program would require rental property owners to register all their housing units with the City and complete an inspection for conformance to habitability standards and building codes for all units.

**Implementation:**

*Summarize plans for adoption or implementation or next steps. If the project is one component of a larger effort, such as a study that will support fee reductions, please specify how this project fits into*

*the larger housing effort.*

The city of Isleton will utilize the REAP grant by setting up the rental inspection program. The city will hire a consultant firm to assist in establishing the fee costs, notification system, records keeping and conduct the inspections.

The proposed inspection program would require rental property owners to register all of their housing units with the City and complete an inspection for conformance to habitability standards and building codes for all new units. In addition to the new unit inspections, all units may be subject to periodic random inspection by the City no more than once a year. Buildings containing multiple rental units must have at least 10% of units, including common areas, inspected.

Rental properties that have passed at least one inspection or have abated noticed violations within 30 days of an inspection, will be placed in a self-certification program. Property owners in the self-certification program must complete a self-certification form once a year for every rental unit they own and are responsible for abating any discovered violations immediately. Units in the self-certification may be subject to random inspection by the City no more than once a year.

The city will implement a fee system to help offset costs of the program.

## SCOPE OF WORK

### Project Tasks, Deliverables, Timeline and Budget

**Tasks:**

Task #	Detailed Description of Tasks / Milestones	Task Timeline (in months and year)	Deliverable(s) including delivery date	Total Budget	REAP Funding	Other Funds (include source)
1	Regular reporting to SACOG (this is a required task for all projects)		<ol style="list-style-type: none"> <li>1. Progress report and invoicing (quarterly)</li> <li>2. Copy of Annual Progress Report submitted to HCD (annually in April)</li> <li>3. Summary of potential housing units impacted by project (final deliverable upon project completion)</li> </ol>			
2	City conduct the procurement process to hire a consultant to help establish the city rental inspection program. The city would be responsible for advertising, managing the procurement, selecting and contracting with the selected consultant.	Month 1	<ol style="list-style-type: none"> <li>1. Executed contract with selected consultant</li> </ol>	\$2,500	\$2,500	
3.	Consultant and city will establish in writing the rental housing inspection program including: summary description, objectives, plan for implementation, fee structure, outreach process to rental property owners, policies and rental inspection form.	Month 2-4	<ol style="list-style-type: none"> <li>1. Written policies and procedures for rental inspection program.</li> </ol>	\$7,500	\$7,500	
4.	Conduct notification to rental property owners	Month 5	<ol style="list-style-type: none"> <li>1. Notice distributed to rental property owners.</li> </ol>	\$5,000	\$5,000	

5.	Conduct inspections and write up summarize findings to report to City Council	Months 5 until grant ends	1. Summary of inspection results, including short narrative summary of findings that would be submitted to city council.	\$25,000	\$25,000	
			<b>Totals</b>	<b>\$40,000</b>	<b>\$40,000</b>	

# City of Isleton

## Special City Council Staff Report

DATE: January 27, 2022

ITEM#: 7.D

CATEGORY: New Business

### **RESOLUTION 05-22 BY THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING A PROPOSAL FOR FUNDING FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO, FOR THE MULTI-BENEFITS CITY OF ISLETON PERIMETER FLOOD BARRIER ROAD AND BERM**

#### **SUMMARY**

##### **Executive Summary**

This Grant Request seeks funding from the Proposition 68 Implementation Grant funds. The City of Isleton has a flood risk associated with a levee failure and a flood risk from wastewater associated with a pump station failure. This project proposes to construct an approximately four to five-foot-high perimeter multi-purpose flood barrier road and berm, protecting the community from a Brennon-Andrus Island levee failure. The multi-purpose flood barrier road and berm would facilitate the deployment of an eight-foot-tall Muscle Wall temporary barrier system. Muscle Wall resembles a Jersey barrier; when filled with water it can provide up to eight feet of flood protection. The system has been deployed successfully in other parts of the Delta. The road alignment will largely be confined to the existing perimeter road right of way, tying into the levee along the Sacramento River. The alignment will include protection to the wastewater pump station.

In addition to funding to elevate the road, this grant application includes a re-quest for funding to relocate the sewer line along the northern edge of Sixth Street. It includes a request for funding for signage and wayfaring to mark the road as part of the Isleton-Stone Lakes Trail that is part of the Delta Protection Commission's *Great California Delta Trail Master Plan*. It also requests funding for preliminary site assessment work to support a future grant request for an innovative wastewater treatment system to replace the existing ponds that will spill sewage into Georgiana Slough in the event of a flood.

Because the city of Isleton is a Severely Disadvantaged Community, no matching funds are proposed. Further, this grant includes funding for grant administration. A Notice of Interest has been filed requesting FEMA HMGP funding as well.

The total amount requested, excluding the Muscle Wall, is \$6,971,772. The project is expected to take two years to complete.

## **DISCUSSION**

Staff is requesting City Council authorize the application for funding from the State for the project.

## **FISCAL IMPACT**

Amount of the grant request is approximately \$7,000,000.

## **RECOMMENDATION**

Staff is requesting City Council pass Resolution No. 05-22, authorizing a proposal for funding from the California Department of Water Resources and designating a representative to execute the agreement for the Isleton Perimeter Flood Barrier Road and Berm Project.

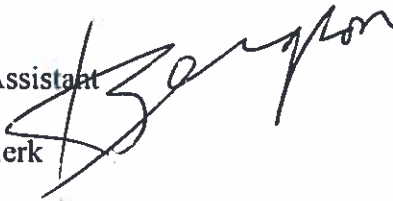
## **ATTACHMENTS**

1. Grant Proposal and Map of Flood Wall Barrier and Berm

Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, Deputy City Clerk



**RESOLUTION NO. 05-22**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ISLETON  
AUTHORIZING A PROPOSAL FOR FUNDING FROM THE CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND DESIGNATING A  
REPRESENTATIVE TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS  
THERE TO, FOR THE MULTI-BENEFITS CITY OF ISLETON PERIMETER FLOOD  
BARRIER ROAD AND BERM**

**WHEREAS**, the City of Isleton is the primary local flood control agency or Local Maintaining Agency (LMA) with responsibility for and authority over flood management in the area proposed for the project, inclusive of the City of Isleton, and is willing to participate in, coordinate, and collaborate with other interested parties that are participating in the development of the Multi-Benefits City of Isleton Perimeter Flood Barrier Road and Berm;

**WHEREAS**, the City of Isleton is authorized to enter into an agreement with the Department of Water Resources and the State of California;

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Isleton as follows:

1. That pursuant and subject to all of the terms and conditions of the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Fund Act of 2018 (Proposition 68; Pub. Resources Code, § 80000 et seq.), the City of Isleton shall submit a proposal to obtain funding for the Multi-Benefits City of Isleton Perimeter Flood Barrier Road and Berm from the California Department of Water Resources.
2. The City Council authorizes Charles Bergson, Isleton City Manager, or designee, to execute the funding agreement with the California Department of Water Resources and any amendments thereto.
3. That Charles Bergson, Isleton City Manager, or designee, shall prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to execute the Isleton Perimeter Flood Barrier Road and Berm project.

**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Isleton held on this 27th day of January 2022.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
MAYOR, Eric Pene

**ATTEST:**

---

DEPUTY CITY CLERK, Yvonne Zepeda

**CERTIFICATION**

I hereby certify that the foregoing Resolution (05-22) was duly and regularly adopted by the City Council of the City of Isleton at the meeting held on January 27, 2022, motion by ( member name) and seconded by (member name), motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Charles Bergson, ISLETON CITY MANAGER

ATTEST:

---

Name and Title



# City of Isleton Flood Fight Berm Proposition 68 Implementation Grant

City of Isleton

EIN 94-6000349

DUNS 078853416

SAMS cage code 7JH09

February xx, 2021



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This project is submitted by  
The City of Isleton  
101 2nd Street  
Isleton, CA 95641  
Authorized Representative:  
Charles Bergson, P.E., City Manager  
Telephone: 916-777-7770  
Fax: 916-777-7775  
Email: [cbergson@cityofisleton.com](mailto:cbergson@cityofisleton.com)

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## 1 Problem Summary

The Sacramento Delta Legacy Community of Isleton suffers from two types of flood risk. *Traditional flood risk* describes the flood risk associated with excess surface water. It is the flood risk traditionally managed by the city Public Works Department using General Fund dollars. The city of Isleton's *traditional flood risk* arises from the fact that the city is located on a subsided island in the Sacramento Delta, surrounded by agricultural levees that do not meet modern design standards (Figure ??). The elevation of the city of Isleton is between minus six to plus six-feet NAVD 1988 (GEI Consultants, 2021). If any of the island levees were to fail, floodwater would inundate the city and the wastewater treatment ponds serving the city to depths as high as eight feet (Figure ??). Thus, FEMA has placed the entire community in the Special Flood Hazard Area (SFHA) (Figure ??).

*Wastewater flood risk* is the flood risk associated with the multiple modes of failure in the wastewater treatment system associated with excess rainfall. The city of Isleton's wastewater treatment system (WWTS) is subject to failure from excess precipitation, surface water flooding, and the increase in groundwater elevations during flood events. This results in wastewater flooding the streets of Isleton, and wastewater overflows into the Georgiana Slough.

This is a multi-hazard project that will mitigate both of the city of Isleton's flood problems collectively. The following describes the flood related problems in more detail.

### 1.1 Demographics

Isleton is Sacramento County's smallest community, providing workforce housing critical to the Delta. Using information developed for the 2022 Central Valley Flood Protection Plan (CVFPP) for the *City of Isleton Flood Risk Reduction Study* (GEI Consultants, 2021) there are 459 structures within the city of Isleton. The total depreciated replacement value is \$165 M (2022) and the baseline estimate of Expected Annual Damages (EAD) is \$6,439,000. This EAD includes an estimate of both building and contents and was derived using USACE procedures.

Isleton is one of Sacramento's most integrated communities. Approximately 49% of the population identifies as Hispanic, 45% identifies as White, and 6% other races (City of Isleton, 2017, p. 10). The city of Isleton's Chinese and Japanese Commercial Districts are listed on the National Register of Historic Places (City of Isleton, 2017, p. 10). About half of the residents over age 16 are employed, and slightly more

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than half work in natural resources, construction, maintenance, and service industries. With a median annual household income of \$36,875(2019 Census), and a poverty rate of 19.1% (2019 Census), Isleton is also one of Sacramento County's poorest. The median NFIP premium in 2020 was over \$1,100. As a result of the prohibitive cost of NFIP insurance, less than a quarter of the households have flood insurance. Isleton lacks city resources to participate in the CRS program. Thus, homeowners in Isleton are underinsured, and a flood would significantly distress an already disadvantaged community.

Isleton is listed as a severely disadvantaged community(SDAC). The benefit associated with this project is 100%.

## 1.2 Traditional Flood Risk

Isleton sits along the Sacramento River on Brannan-Andrus Island downstream of the city of Sacramento, 3.12 miles upstream of the confluence. It is bordered on all sides by levees that border the Sacramento River, Georgiana Slough, Mokelumne River, San Joaquin River, and Sevenmile Slough. The potential for Isleton to flood from a levee failure is well known. In 2006, the Public Policy Institute of California (Lund et al., 2010) in their book *Envisioning Futures for the Sacramento–San Joaquin Delta*, noted the possibility of levee failure and proposed a ring levee around the town of Isleton. In 2017, DWR evaluated the condition of SPFC facilities as part of the 2017 Central Valley Flood Protection Plan Update. Using the USACE 1957 design flow as a guide, the DWR *Flood System Status Report* shows that some segments of the levees protecting Isleton, Oxbow Marina, and the Delta Loop Recreation Area suffer from under-seepage, through-seepage, landside stability, and geometric deficiencies (CA DWR, 2017). Four serious sites and one critical site were identified along the left bank of the Sacramento River and along the right bank of Georgiana Slough and the Mokelumne River that collectively pose imminent flood threats to the community of Isleton, requiring priority attention. The locations of known levee deficiencies are shown in Figure ?? (GEI Consultants, 2021). The Department of Water Resources rates Isleton as having a high flood hazard in it that it has the potential for deep flooding at a frequency of greater than 1% per year (CA DWR, 2017).

Much of the 12,800 acres that comprise Brannan-Andrus Island are in agricultural production. Because the city of Isleton encompasses only 190 acres of the 12,800 acre Brannan-Andrus Island, In 2018, the US Corps of Engineers (USACE) conducted a *Delta Islands and Levees Feasibility Study*. The USACE study concluded that there

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were no economically-justified structural flood management measures for the small communities and agricultural areas in the Delta (Semonite, 2018; USACE, 2018). This study suggested that state resources could fund non-structural measures. This same study concluded that restoring 340 acres of intertidal marsh owned by the East Bay Regional Park was in the national interest and recommended authorizing \$25,041,000 to the restoration project. Most recently, a key finding of the Delta Stewardship Council in the *Delta Adapts: Creating a Climate Resilient Future* is that Isleton "would experience a disproportionate impact of flooding, as greater than 80% of the exposed population within these communities is located within highly socially vulnerable block groups with high concentrations of socially vulnerable residents, this represents a disproportionate impact to vulnerable populations. (Delta Stewardship Council, 2021, p.5-12)"

It is unlikely it will ever be economically feasible to upgrade all 37.4 miles of levees to urban levee standards. Thus, Isleton will always have a significant flood risk.

### 1.3 Wastewater Flood Risk

Flood risk is generally characterized in terms of excess surface water inundating homes and buildings. However, excess precipitation can also impact the performance of critical infrastructure components. Excess precipitation impacts the performance of the City of Isleton's WWTS in a number of ways. The following describes the basic operation of the City's WWTS and the ways in which excess rainfall can lead to a failure of the WWTS and WWTS flooding (Services, 2021). The WWTS is shown in Figure ??.

The city of Isleton owns and operates the wastewater and treatment facilities. The City's collection and conveyance system consists of 21,107 LF of gravity sewer collection pipes that range in size from 6-inch to 12-inch. In 2004, approximately 4,881 LF of the gravity sewer system was rehabilitated, and 3,680 LF was replaced. The pipes that were not replaced in 2004, are estimated to date back to 1925. In 2000, approximately 1,515 LF of new sewer pipe was installed to service the proposed construction of townhomes that were never completed. The associated facilities allow inflow and infiltration into the system. There are 11 manholes that have vented manhole covers, contributing to the inflow.

Wastewater flows by gravity to a pump station located at the city corporation yard on 6th street. Two pumps send wastewater into a 10-inch HDPE force main to the treatment ponds near Georgiana Slough. The force main crosses over a reclamation ditch and is approximately 4,231 LF. At the pump station, the influent and solids are ground up prior to entering a 7,759-gallon wet well. Influent is pumped from the wet well

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using two Xylem Flygt 3153 chopper pumps (1100 GPM) into the force main and then into treatment pond 1. The solids are accumulated in the treatment ponds as sludge.

There are three treatment ponds that occupy approximately 47 acres. Three of the treatment ponds are used as aeration stabilization system. Six of the ponds, which comprise 24.2 acres, are used as disposal ponds. Aeration pond 1 has two 5-HP brush aerators that are operated manually and as needed. The brush aerators are inefficient and at the end of their useful life. Ponds 2 and 3 are stabilization ponds that can be operated in parallel. Effluent is discharged from pond 2 or 3 to one of the six disposal ponds, where treated effluent will percolate or evaporate.

In 2008 the perimeter ponds were widened and raised to -5 feet MSL, with a 2H:1V slope on the waterside and a 1.5H:1V on the dry side. Anecdotal data from City Staff and geotechnical information suggests that the berms are compacting under their own weight, decreasing the capacity of the ponds and increasing the likelihood of an overflow into the Georgiana Slough. In addition, nutria, otters, beavers, and ground squirrels pose a threat to berm stability.

Excessive rainfall and high stream flow events can result in multiple modes of failure for the City's WWTS.

The city of Isleton The city of Isleton is subject to frequent power outages during wet weather. To keep the wastewater pumps working during power outages, the city of Isleton relies on diesel generators that do not meet air quality regulations. The pumps themselves are old and require frequent maintenance. When the wastewater lift station fails, sewage backs up, flooding the streets.

There are 11 utilityholes with vented utilityhole covers. If the levees were to fail and water were to inundate the streets, the inflow through these utilityholes would overwhelm the system leading to sewage flows throughout the city.

The lagoons do not have adequate capacity to handle the 100-year storm, resulting in the potential for wastewater to flow into Georgian Slough. This problem is exacerbated by the presence of a high groundwater table during periods of high rainfall that prevent wastewater from percolating into the ground. Further, the levees that form the lagoons are subject to burrowing rodents that can cause them to fail, spilling wastewater into Georgiana Slough.

#### **1.4 Climate Change Consequences**

Climate change is projected to cause sea-level rise and increased flows in the Sacramento River. These changes will further strain an already vulnerable levee system.

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The most economical solution to Isleton's flood risk is a flood fight road around the community's perimeter. Sea-level rise will increase groundwater elevations limiting the infiltration capacity of the existing wastewater treatment system.

The consequences of inadequate flood protection mean:

- A critical supply of workforce housing is at risk.
- A state historical district is at risk.
- Disadvantaged households are made more vulnerable.
- Opportunities for residents to build equity in their homes are diminished.
- Opportunities to grow the region's agr-tourism industry are reduced.
- Surface water quality is jeopardized.

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## 2 Solution

The implementation grant requests funding for four components. 1) Funding to construct a flood barrier all-weather access road and two connecting flood barrier berms along the perimeter of the city of Isleton that will support a Muscle Wall flood barrier system, 2) realignment of the wastewater trunk system, 3) purchase of the Muscle Wall flood barrier system (optional), and 4) geotechnical evaluation and pad design for a new wastewater treatment system.

### 2.1 Perimeter All-weather Road and Berm

The flood barrier all-weather access road and berm system is a slightly elevated all-weather roadway with two end berms that would tie into the existing State Plan of Flood Control (SPFC) levee. The road would be high enough and strong enough to support the temporary placement of an interlocking Muscle Wall flood barrier system.

Isleton is protected along the Sacramento River by SPFC levees. Figure ?? shows the cross section of the levees protecting Isleton from the Sacramento River. This cross section shows that, at this location, the design river stage, generally referred to as the USACE '57 profile, is 13.7' NAVD 88. This stage is associated with a Sacramento River discharge of 35,900 cfs. It is unlikely that the the Sacramento River levee will breach anywhere on Brannan-Andrus Island and particularly unlikely to occur within the City Limits of Isleton where the levee is oversized. However, it likely that the non-federal levees will fail occur before the water surface elevation reaches an elevation equivalent to the USACE's '57 profile. Thus the USACE '57 provides a good upperbound for assessing the potential for levee failure.

Figures ??, ??, and ?? show the locations of three hypothetical levee breach scenarios. These are not the most likely location of breaches, but they are intended to provide a representation of the resulting depths and likely timing of flood depths of one foot or greater if a levee breach were to occur in the vicinity of and/or upstream or downstream of the noted breach. These figures show a that levee breaches are likely to have similar inundation depths and the amount of time for flood depths to excess of one-foot are likely to be the same regardless of breech location. In all cases there would be time to deploy a temporary wall around the town.

Current emergency operations planning calls for a relief cut to be made that will keep the flood elevation to below 10-feet NAVD 88. Thus, the design of the flood barrier system is based on a design elevation of 10-feet NAVD 88.

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Figure ?? shows the proposed alignment of the road and berms, the projected height of Muscle Wall needed, the estimated total length of 4-, 6-, and 8-foot-high Muscle Wall needed, and the estimated height of the access road/flood fight berm every 500 feet. The flood barrier access road and berms would total around 1.5 miles in length, with a 20-foot-wide road width, 3H:1V landside and waterside slopes, and have a maximum road crown elevation of 10 feet NAVD 88. In general, the height of the access road/flood fight berm is highest along 6th street between Jackson Boulevard and D Street, with an average height of 5.1 feet. Along this segment of the access road, the existing ground elevation is lowest and would require an 8-foot- high Muscle Wall. The height of the flood barrier all-weather access road and two connecting flood barrier berms allow the Muscle Wall to be used. The elevated access road will be high enough that Muscle Wall can be used, and it will be solid enough to allow for trucks carrying the wall material to access the perimeter.

The flood barrier road along 6<sup>th</sup> street in Isleton would coincide with the former Walnut Grove Branch Line (WGBL) also referred to in the Delta Protection Commission's *Great California Delta Trail Master Plan* as the Isleton- Stone Lakes Trail. It also includes a short berm around the wastewater pumping plant. This will prevent wastewater contamination should the city flood (not shown in the figure).

The implementation follows standard road/berm design and construction activities. Most of the all-weather flood barrier road will follow existing roadways, so little right-of-way or environmental permitting is anticipated. The design and permitting for the all-weather access road will involve some exploratory boring, surveying, permitting, and roadway design. The construction phase will include removing the existing pavement, grading, fill placement, seeding of the side slopes.

The connecting end berms will require standard flood berm construction activities: clearing and grubbing, inspection trench – excavation, embankment placement and fill, aggregate base for the crown of the levee, hydroseeding for the slopes. The connecting berms that tie into the Sacramento River levee from the access road will require right-of-way acquisition and environmental permitting. Right-of-way costs are included in this application.

## 2.2 Purchase of Muscle Wall Flood Barrier System (optional)

Muscle Wall is similar to a plastic Jersey barrier containing a 4-8 feet minimum wide base. Muscle wall has been approved by an independent third party, FM Approval, for a flood control barrier at 4 feet high. Muscle Wall is also approved for use by the Corps

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of Engineers. The Muscle wall would be stored at the city corporation yard, allowing it to be transported, handled, and assembled quickly.

Muscle Wall is designed to use the weight of the flood water on the toe of the barrier coupled with the weight of the water-filled wall to anchor the system in place. A liner is deployed over the wall to help provide the most effective seal. Unlike sandbags and other temporary flood control systems, the integrity of the Muscle Wall system can sustain most over-topping. A 4-foot Muscle Wall section weighs only 121 lbs empty. This allows for a quick and easy deployment. Once the walls have been placed, they can be filled with a trash pump in a matter of seconds bumping the weight of the wall up to 1400 lbs.

Figure ?? shows the basic Muscle Wall components, the interlocking system, the drain opening where water is drained post deployment, and the transportation configuration. Because the Muscle Wall may be purchased through another state-wide procurement process the cost proposal includes the cost of Muscle Wall as an add-on cost and not part of the base proposal.

### 2.2.1 Sewer Trunk Line Relocation

There is a 10 to 12-inch sanitary sewer trunk line that runs down the center of the proposed all-weather flood barrier road on 5th and 6th streets (Services, 2021). The current sewer line is 10 to 14-feet deep. The peat soils have caused the existing sewer line to settle. It is anticipated that the weight of the access road will exacerbate the existing vertical alignment issues. This component of the project proposes to move the sewer line to the northern edge of the roadway right of way, where the height of the roadway will be less. The existing alignment of the sanitary sewer system is shown in ??

Because the work would be done in conjunction with the other roadway work, there would be significant cost savings.

### 2.3 Wastewater treatment site assessment and pad design

The scope of work includes the site assessment work and pad design to support the installation of an innovative wastewater treatment plant. It is anticipated that the weight of the system on the peat soils will require additional geotechnical analysis. Because the site assessment work for the wastewater treatment plant involves similar contracting activities and similar construction activities as the road work, this project will save

mobilization costs. Without this initial site assessment work, it will make it very difficult to project the cost of construction and to compete for other grants. This rather nominal additional work will allow the City to more effectively compete for grants to construct a new wastewater treatment plant.

The proposed new wastewater system would consist of a microscreen for fine solids filtration followed by a containerized treatment system relying on media filtration and a biological treatment process to deliver advanced primary and secondary treatment with a treatment capacity of approximately 360,000 gallons/day. The system would remove solids and provide a high-quality water upstream of the disposal ponds, freeing up capacity for treatment ponds to provide flow equalization during high flows. A previous iteration of this treatment concept was implemented at a permitted wastewater facility with highly variable flows in Fontana, CA. The media filters incorporated into the process have been individually approved for compliance with Title 22 requirements for producing water for non-potable reuse. The current containerized system is being designed for deployment in Mission Viejo, CA, under a grant from the California Energy Commission. This implementation grant would fund the site assessment, pad construction and customization of the concept for local conditions.

The system consists of cylinders that contain microscreens and filtration components. This innovative system is anticipated to cost between \$500,000 and \$1,000,000. Because Isleton is a disadvantaged community, and because the current system does not meet air quality, water quality or energy efficiency requirements it is anticipated that the system will be eligible for federal and state grants. Having the pad in place will make the project more competitive for federal and state grants.

## 2.4 Additional Eligibility Criteria

This project seeks to reduce the flood risk for the city of Isleton and thus complies with Executive Order B-39-72.

This project is one of a portfolio of projects that were examined in the *City of Isleton Flood Risk Reduction Feasibility Study (FRRFS)* funded by DWR. This proposed project is the smallest of the proposed projects. The FRRFS estimates that the Isleton Flood Fight Berm (referred to as Management Action 3) provides a net annual reduction in EAD value in the amount of \$5,762,00 (amortized over a 50-yr life and a discount rate of 2.75%). The FRRFS estimates a pay back period of approximately one year and a benefit-cost ratio (BCR) of 26.4.

It is a no regrets project in that if any of the other options are selected in the

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Estimated Costs, Reductions in Expected Annual Damages, and Benefit Cost Ratios for city of Isleton's Key Flood Risk Reduction Management Actions					
	Existing Conditions		Net Reduction in EAD	Flood Risk Reduction Payback Period	Benefit-cost Ratio
	Estimated Cost	Estimated Cost			
	(low)	(high)			
MA 1 - Flood fight berm only	\$5,898,000	\$5,898,000	\$1,931,760	3.1	8.9
MA 2 - Flood fight berm with Sac River repairs	\$25,175,000	\$25,945,999	\$5,761,800	4.5	6
MA 3a - Smaller cross levee system	\$104,221,000	\$108,116,000	\$6,072,600	17.8	1.5
MA 3b - Larger cross levee system	\$113,316,000	\$118,095,000	\$6,072,600	19.4	1.4
Future Conditions (with Climate Change and Sea Level Rise Sustainability)					
	Estimated Cost		Net Reduction in EAD	Flood Risk Redctuion Payback Period	Benefit-cost Ratio 1
	Estimated Cost	Estimated Cost			
	(low)	(high)			
MA 1 - Flood fight berm only	\$5,898,000	\$5,898,000	\$8,935,140	0.7	40.9
MA 2 - Flood fight berm with Sac River repairs	\$25,175,000	\$25,945,999	\$21,128,500	1.2	22
MA 3a - Smaller cross levee system	\$104,221,000	\$108,116,000	\$23,078,300	4.7	5.8
MA 3b - Larger cross levee system	\$113,316,000	\$118,095,000	\$23,078,300	5.1	5.3
Capital recovery factor = 0.037					

future, the fill material can be re-purposed as fill material for the other projects. It has a positive cost benefit ratio that increases with climate change. The following table presents the Estimated Costs, the Expected Annual Damages, and Benefit Cost Ratios.

By reducing flood risk, this project will contribute to promoting equity, strengthen the economy of Isleton, and promoting public health and safety. The city of Isleton has formed a Geologic Hazard Abatement District for the purposes of establishing a community based flood insurance program. This project will reduce the flood risk, and thus has the potential to lower flood insurance premiums. Residents are currently paying in excess of \$1,000 for NFIP flood insurance. The community based insurance program proposes to significantly reduce flood insurance premiums by partnering with private insurance companies. The flood barrier will reduce the uncertainty associated with potential flood losses. Uncertainty is a key component of private flood insurance pricing.

*The proposed solution provides multiple benefits.* The all-weather road will be designed as a Woonerf road. The term Woonerfs is commonly translated as "living streets". It is a type of street configuration used extensively in the Netherlands. Woonerfs are streets that actively accommodate pedestrian and bicycle traffic, blurring the distinction between pedestrian and vehicular space. By making the all-weather road a Woonerf road, Figure ?? shows that a trail around Isleton supports the Mokelumne to Coast Trail system, providing access to public recreation. It is also envisioned that there will be wayfaring and educational signage along the way that will educate pedestrians about their flood risk and the role that the road plays in protecting their community from flood risk.

*This is a long term sustainable solution.* The Muscle Wall components are designed to last a minimum of ten years. If the Muscle Wall is protected from UV rays

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the usable life is much longer. As climate change conditions change, the system can be deployed in other locations or in other configurations. The elevated all-weather road will require that fill material be brought in to build up the roadway. This fill material can be re-purposed should the city decide to expand the perimeter of the access road.

*The proposed system will result in a reduction in greenhouse gas emissions.* The process of hauling in fill material and constructing the road, berm and wastewater treatment pad will result in a short-term increase in greenhouse gas emissions. This increase will be mitigated when the new treatment plant comes on line. It will replace the antiquated and inefficient lift station and treatment pond pumps with an much more energy efficient system.

*This project complements other regional plans.* This project is located within the geographic area of the Central Valley Flood Protection Plan. This project complements efforts by the CVFPP to strength the State Plan of Flood Control levees and to lower the water surface elevation of the Sacramento River by expanding the Yolo Bypass.

*This project will support the local workforce.* It is anticipated that local contractors will be encouraged to bid on the projects. Once in place, local workforce will be used to deploy the Muscle Wall system when needed.

*This project is aligned with projects identified in the Sacramento County LHMP for Brannon Andrus Levee Maintenance District and the city of Isleton* The Brannon Andrus Levee Maintenance District and the city of Isleton are participants in the multi-jurisdictional Sacramento County Local Hazard Mitigation Plan (LHMP) (Sacramento County, 2016). The projects listed for the Brannon Andrus Levee Maintenance District include:

- Implement Bioengineered Bank Stabilization techniques
- Development of dredge stockpile site
- Georgiana Slough waterside erosion repair
- Hydrographic surveys and data collection
- Mokelumne River crown raising
- San Joaquin River waterside erosion repair
- Sevenmile Slough French Drain and seepage berm

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Thus, while this project is not specifically included in the Sacramento County LHMP is a interim project that increases the city's flood protection and works in tandem with other flood mitigation measures.

The LHMP projects listed for the city of Isleton include:

- Integrate LHMP into the Safety Element of the General Plan
- Storm Water Run off Rehabilitation Project
- Wastewater Treatment Plan Pond Levee Elevation Raise to 200-year Flood Standard

This project provides a innovative alternative to the raising of the wastewater treatment plan ponds. It will not only prevent untreated sewage from entering the slough in the event of a levee failure, it will provide a system that is resilient to a 200-year event.

This project is proposed to be implemented in two phases. Phase one consists of the design and permitting activities to get the project shovel ready and to purchase the Muscle Wall. Phase two will consist of the shovel ready. This is a no-regrets project, in that if the community wishes to expand the area protected by the flood barrier all-weather access road and two connecting flood barrier berms, the roadway fill material could be relocated to expand the flood barrier system.

This project does not include a stormwater resource plan as Isleton is a Dis-advantaged Community with a population of less than 20,000.

This project will include some right-of-way acquisition associated with the construction of the berms and the widening of the existing roadway. The city will retain ownership of any right-of-way acquisitions.

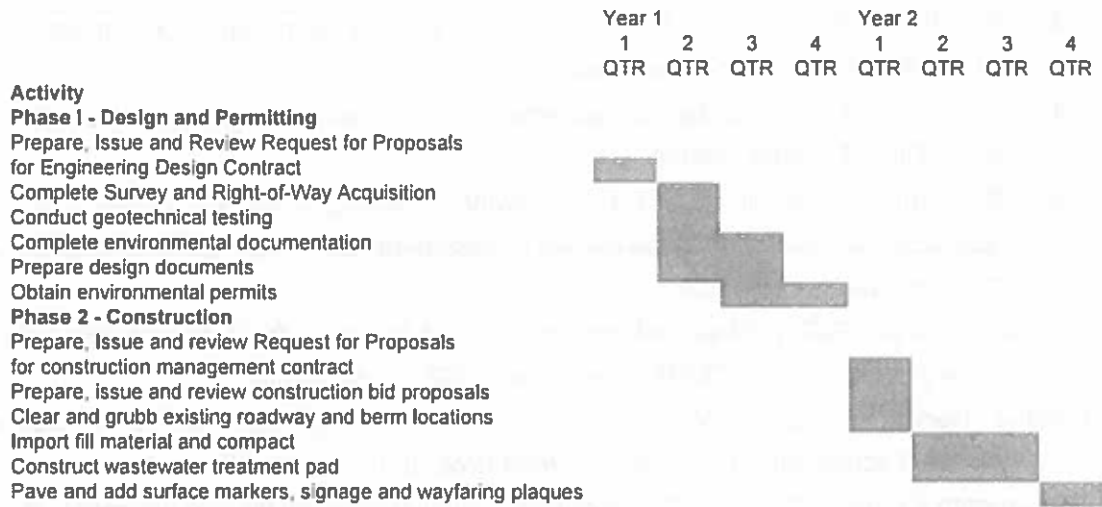
This project would cause the city to enter into the CRS program.

Phase 1 of this project is included in a Notice of Intent for the HMGP program.

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### 3 Schedule



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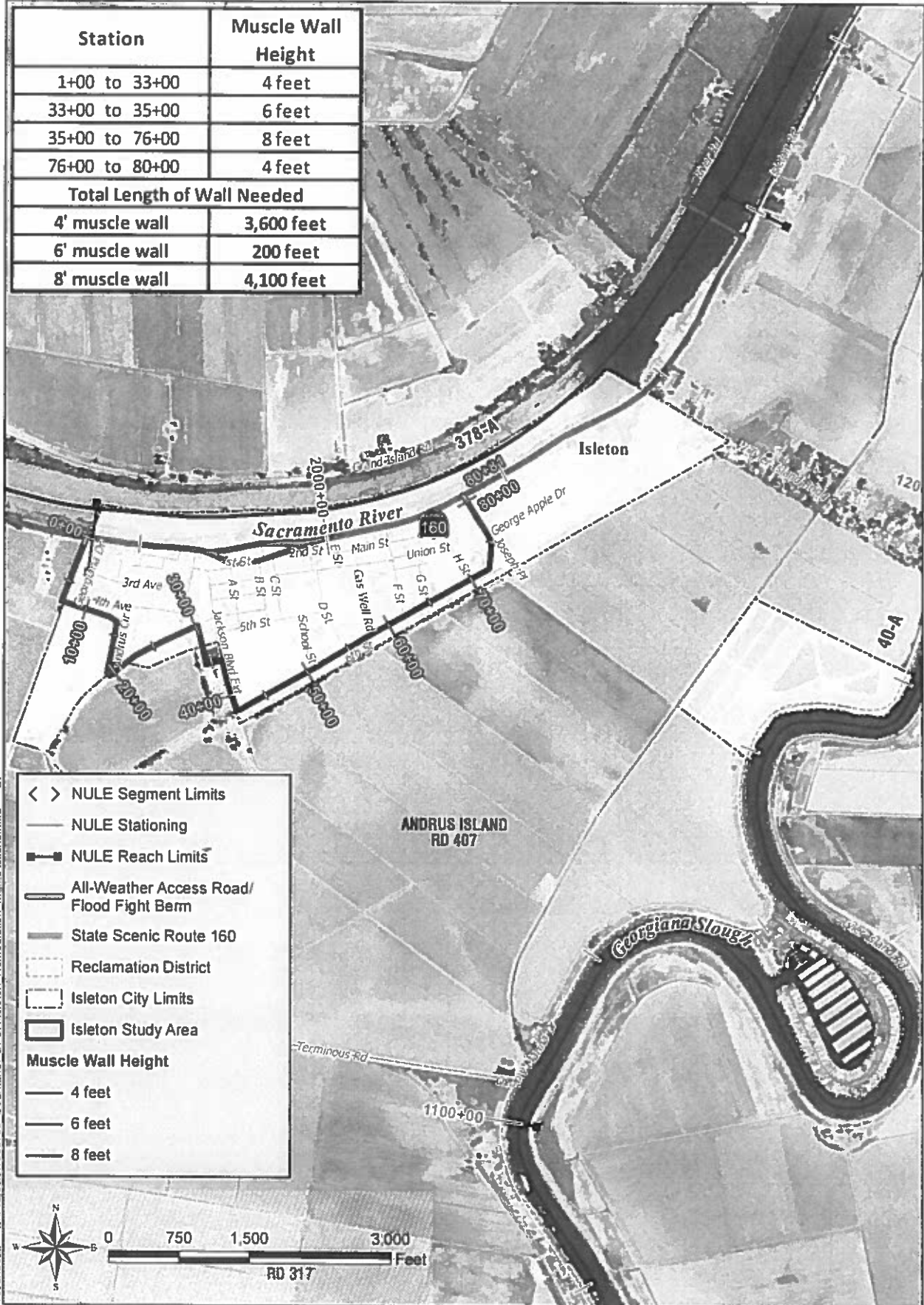
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Isleton Remediation - Management Action 3

Station	Muscle Wall Height
1+00 to 33+00	4 feet
33+00 to 35+00	6 feet
35+00 to 76+00	8 feet
76+00 to 80+00	4 feet
<b>Total Length of Wall Needed</b>	
4' muscle wall	3,600 feet
6' muscle wall	200 feet
8' muscle wall	4,100 feet



19-Jan-2022 Z:\Projects\1800758\_Courtland\DFSRI\Isleton\_Remediation\_Man\Action3.mxd SI

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**Attorney's Certification Form to Accompany Ca DWR Proposition 68 Grant Application**

*(The applicant's attorney shall answer the following questions regarding this proposal and where indicated, shall cite statutory authority or other references.)*

- Is the Applicant a political subdivision of the State of California? ( ) Yes ( ) No

Citation: \_\_\_\_\_

- Does the Applicant have legal authority to enter into a funding agreement with the State of California? ( ) Yes ( ) No

Citation: \_\_\_\_\_

- What steps are required by law for the Applicant to contract with the State?

\_\_\_\_\_

Citation: \_\_\_\_\_

- What is the statutory authority under which the Applicant may obtain funds for the purpose, amount, and duration requested?

Citation: \_\_\_\_\_

- What is the statutory authority under which the Applicant was formed and is authorized to operate?

Citation: \_\_\_\_\_

- Is the Applicant required to hold an election before entering into a funding contract with the State? ( ) Yes ( ) No

Citation: \_\_\_\_\_

- Will a funding agreement between the Applicant and the State be subject to review and approval by other governmental agencies? ( ) Yes ( ) No

Identify all such agencies: \_\_

Citation: \_\_\_\_\_

- Describe any pending litigation that impacts the financial condition of the Applicant or the operation of flood management facilities. If none is pending, state none.

\_\_\_\_\_

- Does the Applicant have legal authority and jurisdiction to implement a flood control program and the authority to make land use decisions at the Project site and in the protected area?

( ) Yes ( ) No

Citation:



I certify that I am a duly qualified and licensed attorney in California representing the applicant agency and that I have answered the questions on this page and the preceding page to the best of my knowledge.

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

*(Signature of Applicant Agency's Attorney)*

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*(Printed Name of Applicant Agency's Attorney) (Title) (Bar No.)*

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*(Name of Applicant Agency)*





**Appendix G**  
**Environmental Information Form**

Grantees are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (Department) and the Department has completed its CEQA compliance. Work that is subject to a CEQA shall not proceed until and unless approved by the Department. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, the Department will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

Grant Recipient: City of Isleton  
Project Manager: Charles Bernson  
Phone Number: \_\_\_\_\_ Agreement #: \_\_\_\_\_  
Address: \_\_\_\_\_

1. List the source of any other grants or funds received from the Department of Water Resources to implement a portion of this project.  
**Proposition 68**

\_\_\_\_\_

2. Is this a project as defined by CEQA? Yes  No  (if "yes", skip to #3) If "no", please explain below then skip to #8.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is this project exempt from CEQA compliance? Yes  No  (if "no", skip to #4) If "yes", provide reasons for exemption. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate. A partial list of the statutory exemptions is found in Cal. Code Regs., tit. 14, art. 18 (sections 15260 – 15285) and a list of categorical exemptions is found in Cal. Code Regs., tit. 14, art. 19 (sections 15300 – 15332). A copy of CEQA and the applicable regulations may be found at:  
[http://resources.ca.gov/ceqa/docs/2016\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf)

Check appropriate box below:

- Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. Attach copy of NOE and, if applicable, a copy of Board Resolution.
- Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: \_\_\_\_\_
- Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk.

*If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the Project Director, along with this form, to allow DWR to make its own determination that the project is exempt from CEQA.*

Reason for exemption:

\_\_\_\_\_  
\_\_\_\_\_

Approved by FAIR Committee for Interim Use  
**ENVIRONMENTAL INFORMATION FORM**

4. If the project will require CEQA compliance, identify the Lead Agency.  
CEQA Lead Agency: City of Isleton

5. Please check types of CEQA documents that have been or are to be prepared:

- Initial Study
- Negative Declaration / Mitigated Negative Declaration
- Environmental Impact Report

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: CEQA documents have not been initiated

Date of Completion: \_\_\_\_\_

Estimated Costs: 507,447

7. If the CEQA document has been completed, please provide the name of the document and the State Clearinghouse number, if available. Submit two copies to the Program Manager.

8. Please list all environmental permits you must obtain to complete the project: (attach additional pages, as necessary)

TYPE OF PERMIT REQUIRED

PERMITTING AGENCY

TYPE OF PERMIT REQUIRED	PERMITTING AGENCY

9. This form was completed by:

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please send the completed and signed form to DWR Project Manager.

For DWR internal use:

- DWR received environmental documents.
- DWR made findings.

- Will a funding agreement between the Applicant and the State be subject to review and approval by other governmental agencies? ( )Yes ( )No

Identify all such agencies:

\_\_\_\_\_

Citation:

\_\_\_\_\_

- Describe any pending litigation that impacts the financial condition of the Applicant or the operation of flood management facilities. If none is pending, state none.

\_\_\_\_\_

\_\_\_\_\_

- Does the Applicant have legal authority and jurisdiction to implement a flood control program and the authority to make land use decisions at the Project site and in the protected area?

( )Yes ( )No

Citation:

\_\_\_\_\_

I certify that I am a duly qualified and licensed attorney in California representing the applicant agency and that I have answered the questions on this page and the preceding page to the best of my knowledge.

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

*(Signature of Applicant Agency's Attorney)*

\_\_\_\_\_  
*(Printed Name of Applicant Agency's Attorney)* *(Title) (Bar No.)*

\_\_\_\_\_  
*(Name of Applicant Agency)*

## Appendix F

### Attorney's Certification Form

*(The applicant's attorney shall answer the following questions regarding this proposal and where indicated, shall cite statutory authority or other references.)*

- Is the Applicant a political subdivision of the State of California?     Yes  No  
Citation: \_\_\_\_\_
  
- Does the Applicant have legal authority to enter into a funding agreement with the State of California?     Yes         No  
Citation: \_\_\_\_\_
  
- What steps are required by law for the Applicant to contract with the State?  
\_\_\_\_\_  
Citation: \_\_\_\_\_
  
- What is the statutory authority under which the Applicant may obtain funds for the purpose, amount, and duration requested?  
Citation: \_\_\_\_\_
  
- What is the statutory authority under which the Applicant was formed and is authorized to operate?  
Citation: \_\_\_\_\_
  
- Is the Applicant required to hold an election before entering into a funding contract with the State?     Yes         No  
Citation: \_\_\_\_\_

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND****<FUNDING RECIPIENT NAME>****<SAP AGREEMENT NUMBER>****FLOODPLAIN MANAGEMENT, PROTECTION, AND RISK AWARENESS PROGRAM****PUBLIC RESOURCES CODE SECTION 80000, ET SEQ.**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources (DWR) of the State of California, herein referred to as the "State" and the <insert Funding Recipient Name>, a <select appropriate descriptor and delete others – public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 to Funding Recipient to assist in financing the <insert project title> (Project) pursuant to Public Resources Code section 80145.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by <Insert date based on schedule> and no funds may be requested after <Insert date work completed + 3 - 6 months>.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$<insert Project Cost>.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$<INSERT AMOUNT>.
5. **FUNDING RECIPIENT COST SHARE.** Funding Recipient agrees to fund the difference between the actual Total Project Cost, as estimated in Exhibit B, and the amount specified in Paragraph 4, if any. Cost Share consists of Funding Match and Other State Funds, as documented in Exhibit B; see Exhibit H for guidance. Funding Match is equivalent to Cost Share, when Other State Funds are not present. Funding Recipient is required to provide a Funding Match of <if applicable, Insert percentage – must be at least the minimum mandated by the Program Guidelines/authorizing legislation> of the Total Project Cost. Funding Recipient's required funding match is estimated to be \$<INSERT AMOUNT>. Costs incurred or in-kind services performed after <insert date> may be counted as Funding Match.
6. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Funding Recipient has satisfied the following conditions:
  - A. Funding Recipient demonstrates the availability of sufficient funds to complete the Project, as stated in the Award Letter, by submitting the most recent three (3) years of audited financial statements.
  - B. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports."
  - C. Funding Recipient submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
  - D. Prior to the commencement of construction or implementation activities, Funding Recipient shall submit the following to the State:

# Appendix H

Agreement Number 46000####

Page 1 of 40

## Grant Agreement Template

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

Agreement Number: 46000XXXXX

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND  
<INSERT FUNDING RECIPIENT NAME>

FOR A <PROJECT TYPE>  
FOR THE <PROJECT NAME>

A PART OF THE FLOODPLAIN MANAGEMENT, PROTECTION, AND RISK AWARENESS PROGRAM  
UNDER  
THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR  
ACCESS FOR ALL ACT OF 2018,  
PUBLIC RESOURCES CODE, SECTION 80000 ET SEQ.



# City of Isleton

101 Second Street, Isleton, California 95641

## CITY MANAGER REPORT

Date: 26 January 2022

To: Mayor & City Councilmembers

From: Charles Bergson, City Manager

Re: City Manager Report for 27 January 2022

### Covid 19 – City Operations

The City is still operating under the new County Order of January 2022, which includes masking in all indoor public settings and workplaces and no public meetings.

The City is in receipt of a second check from the State of California in an amount of approximately \$25,000 to reimburse the Fire Department for services fighting State fires this past summer.

The year to date financials from July to December are attached.

Respectfully,  
Charles Bergson, P.E.





**General Fund - City of Isleton**  
**Profit & Loss**  
 July through December 2021

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	TOTAL
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
4700013 · Parking Enforcement Charges for Services	0.00	0.00	57.50	0.00	288.50	107.50	453.50
	938.85	3,719.49	1,027.41	11,931.11	1,861.03	4,557.10	24,034.99
Fines and Forfeitures	0.00	0.00	0.00	0.00	2,712.27	0.00	2,712.27
Licenses and Permits	40.00	1,365.00	4,534.42	230.00	2,634.82	11,370.00	20,174.24
Other Revenues	1,865.97	0.00	0.00	45.00	50,935.65	0.00	52,846.62
4810112 · State of CA Covid Taxes and Assessments	100,951.00	0.00	0.00	0.00	0.00	0.00	100,951.00
	28,865.05	118,829.34	128,229.73	76,837.60	94,483.93	94,870.44	542,116.09
Use of Money	0.00	8.13	4.17	4.68	2.73	0.00	19.71
Grant Income - Other	4,322.45	10,500.00	17,208.75	0.00	0.00	0.00	32,031.20
6100122 · Returned Check Charges	0.00	0.00	0.00	0.00	25.00	0.00	25.00
<b>Total Income</b>	<u>136,983.32</u>	<u>134,421.96</u>	<u>151,061.98</u>	<u>89,048.39</u>	<u>152,943.93</u>	<u>110,905.04</u>	<u>775,364.62</u>
<b>Gross Profit</b>	136,983.32	134,421.96	151,061.98	89,048.39	152,943.93	110,905.04	775,364.62
<b>Expense</b>							
8811113 · Merchant Card Fee	0.00	0.00	0.00	0.00	162.25	134.93	297.18
9100033 · Credit Card Fees	0.00	0.00	0.00	199.78	0.00	0.00	199.78
SB1	664.89	0.00	0.00	0.00	0.00	201.10	865.99
8450054 · Weed Abatement - BILLABLE	512.40	0.00	0.00	0.00	0.00	0.00	512.40
8220412 · Parking Enforcement Expense	0.00	0.00	0.00	0.00	3,075.60	2,236.80	5,312.40
9100032 · Bank Service Charges	0.00	0.00	0.00	10.00	0.00	0.00	10.00
Indirect Overhead Expense	0.00	0.00	-790.88	0.00	0.00	0.00	-790.88
Grant Expense	0.00	0.00	9,193.47	6,709.95	638.86	15,361.81	31,904.09
10 · General Government	40,683.94	62,277.08	39,620.51	30,981.79	37,925.17	57,334.82	268,823.31
20 · Public Safety	30,847.11	33,070.57	25,412.58	24,065.91	28,332.90	77,944.83	219,673.90
30 · Parks & Recreation	500.20	499.72	812.79	674.36	849.87	656.78	3,993.72
52 · Public Ways and Facilities	20,754.20	11,889.55	13,387.33	5,980.33	6,604.49	10,986.48	69,602.38
53 · Community Development	761.05	1,398.03	762.29	1,249.95	436.49	798.15	5,405.96
56 · Non Departmental Expenses	56.91	0.00	0.00	0.00	0.00	0.00	56.91
66900 · Reconciliation Discrepancies	0.00	18.15	0.00	0.00	0.00	0.00	18.15
57 · Covid 19	2,230.12	2,032.44	509.82	1,722.68	29.41	327.05	6,851.52
83150SW · Repairs & Maintenance Sewer	864.00	0.00	0.00	0.00	0.00	0.00	864.00
8440000 · Professional Services	0.00	10,500.00	0.00	0.00	0.00	0.00	10,500.00
<b>Total Expense</b>	<u>97,874.82</u>	<u>121,685.54</u>	<u>88,907.91</u>	<u>71,594.75</u>	<u>78,055.04</u>	<u>165,982.75</u>	<u>624,100.81</u>
<b>Net Ordinary Income</b>	39,108.50	12,736.42	62,154.07	17,453.64	74,888.89	-55,077.71	151,263.81
<b>Other Income/Expense</b>							
<b>Other Income</b>							
Strike Fund - Fire	0.00	0.00	0.00	0.00	36,928.88	0.00	36,928.88
9200112 · Indirect cost allocation	1,874.80	3,259.34	934.56	1,638.89	2,108.80	1,890.69	11,707.08
<b>Total Other Income</b>	<u>1,874.80</u>	<u>3,259.34</u>	<u>934.56</u>	<u>1,638.89</u>	<u>39,037.68</u>	<u>1,890.69</u>	<u>48,635.96</u>
<b>Other Expense</b>							
Prior Period Adjustment	1,163.19	0.00	0.00	0.00	0.00	0.00	1,163.19
<b>Total Other Expense</b>	<u>1,163.19</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,163.19</u>
<b>Net Other Income</b>	711.61	3,259.34	934.56	1,638.89	39,037.68	1,890.69	47,472.77
<b>Net Income</b>	<u>39,820.11</u>	<u>15,995.76</u>	<u>63,088.63</u>	<u>19,092.53</u>	<u>113,926.57</u>	<u>-53,187.02</u>	<u>198,736.58</u>

**410 Sewer O&M - City of Isleton**  
**Profit & Loss Budget vs. Actual**  
 July through December 2021

	Jul - Dec 21	Budget
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
45100SW · Sewer - Single Family - City	108,936.32	
45101SW · Sewer - Multi Family City	60,039.78	
45102SW · Sewer - Commercial City	46,525.28	
45103SW · Sewer - Resident Outside City	47,392.16	
45104SW · Sewer - Commercial Outside City	12,513.84	
6100051 · Grant - State Water Resources	3,199.00	
<b>Total Income</b>	<u>278,606.38</u>	
<b>Gross Profit</b>	278,606.38	
<b>Expense</b>		
7000012 · Assess Fees (Tax Distribution)	21,696.98	
71100SW · Salaries & Wage - Sewer	46,571.45	45,000.00
72104SW · Social Security Contr - Sewer	3,641.27	
73200SW · Workers' Comp Ins - Sewer 410	6,450.80	
80100SW · Postage - Sewer	200.00	
80301SW · Recording Fee - Sewer	3,419.72	
8170000 · Uniforms	734.58	
82200SW · GAS - Sewer	3,163.20	
82201SW · Electricity - Sewer	1,783.85	
82203SW · WATER - SEWER	2,193.70	
83050SW · Protective Equip & Suppl Sewer	8,165.00	
83111SW · Computer Service- SEWER	1,046.25	
83150SW · Repairs & Maintenance Sewer	1,639.65	10,002.00
83151SW · Repairs & Maint - Sewer	471.59	
83152SW · LAB TESTING	6,569.26	
83153SW · Vehicle Parts/Repair Sewer	1,656.78	
83830SW · Supplies - Sewer	4,245.57	17,496.00
8383100 · Equipment REPLACEMENT / REPAIRS	499.68	
83831SW · Equipment - Sewer	2,731.09	5,002.00
83840SW · Copier Costs SEWER	475.64	
83910SW · Fuel - Sewer	2,596.78	
84300SW · Engineering Services Sewer	1,916.00	
84400SW · Prof Services Sewer	27,693.81	
84500SW · Pest Control	6,348.00	
84620SW · Waste Discharge Fee Sewer	27,109.00	
89900SW · Misc Exp - Sewer	0.00	
92101SW · Bank Service Charges - SW	5.00	
<b>Total Expense</b>	<u>183,024.65</u>	<u>77,500.00</u>
<b>Net Ordinary Income</b>	95,581.73	-77,500.00
<b>Other Income/Expense</b>		
<b>Other Income</b>		
1320512 · Interest US Bank Bond	3.23	
91100SW · Indirect Cost Allocation	-7,531.91	
<b>Total Other Income</b>	-7,528.68	
<b>Other Expense</b>		
90100SP · Interest Exp - USDA Sewer Proj	67,270.00	
92001SW · Transfer Out - Debt Service	31.25	
<b>Total Other Expense</b>	<u>67,301.25</u>	
<b>Net Other Income</b>	-74,829.93	
<b>Net Income</b>	<u>20,751.80</u>	<u>-77,500.00</u>

# December Checks

As of December 31, 2021

Type	Date	Num	Name	Credit
Bill Pmt -Check	12/01/2021	18004	California American Water-Combined	1,328.29
Bill Pmt -Check	12/01/2021	18005	Delta Computer Consultants	390.00
Bill Pmt -Check	12/01/2021	18006	Price Consulting Services	1,440.00
Bill Pmt -Check	12/01/2021	18007	RIO VISTA BEACON	195.00
Bill Pmt -Check	12/02/2021	18008	Ramos Oil Company	52.85
Bill Pmt -Check	12/02/2021	18009	US BANK	3,367.50
Bill Pmt -Check	12/02/2021	18011	SP Plus	4,194.00
Check	12/02/2021	ach	Credit Card Processing	134.93
Bill Pmt -Check	12/03/2021	18012	KS Statebank	46,190.07
Bill Pmt -Check	12/03/2021	18043	River Rats Septic & Plumbing	326.00
Bill Pmt -Check	12/07/2021	18021	Small Cities Organized Risk Effort	4,318.40
Bill Pmt -Check	12/07/2021	18014	Napa Auto Parts Stewart Ind. Suppl	46.26
Bill Pmt -Check	12/07/2021	18015	PG&E- WILSON BALLPARK	10.84
Bill Pmt -Check	12/07/2021	18016	Brookcrest by Culligan Water	20.90
Bill Pmt -Check	12/07/2021	18017	River Rats Tiolet	262.00
Bill Pmt -Check	12/07/2021	18018	Frontier Communications	671.29
Bill Pmt -Check	12/07/2021	18019	RADIAL TIRE OF WALNUT GROVE	111.76
Bill Pmt -Check	12/07/2021	18020	Price Consulting Services	2,240.00
Check	12/07/2021	18013	Tripple Threat Plumbing, LLC	20.00
Check	12/08/2021	ACH	Paychex	163.25
Bill Pmt -Check	12/09/2021	18022	Rentafence.com	32.33
Bill Pmt -Check	12/09/2021	18023	Rio Vista Ace Hardware	457.20
Bill Pmt -Check	12/09/2021	18024	Ramos Oil Company	195.39
Bill Pmt -Check	12/09/2021	18025	Kronick Moskovitz Tiedeman & Girar	10,000.00
Check	12/09/2021	18026	Clymer, Nancy	1,000.00
Bill Pmt -Check	12/13/2021	18029	Rio Vista Ace Hardware	269.33
Bill Pmt -Check	12/13/2021	18030	Rio Vista Ace Hardware	64.82
Bill Pmt -Check	12/13/2021	18028	Sacramento County Sheriff's Dept.	4,000.00
Bill Pmt -Check	12/13/2021	18033	State Compensation Insurance Fund	874.17
Bill Pmt -Check	12/13/2021	ACH	STANDARD INSURANCE CO.	50.25
Bill Pmt -Check	12/20/2021	18031	State Compensation Insurance Fund	2,621.00
Bill Pmt -Check	12/20/2021	18032	Delta Computer Consultants	390.00
Bill Pmt -Check	12/20/2021	18034	Kaiser Foundation Health Plan	6,575.00
Bill Pmt -Check	12/20/2021	18035	California American Water-Combined	945.05
Bill Pmt -Check	12/20/2021	18036	Rentafence.com	32.33
Bill Pmt -Check	12/22/2021	18037	Sacramento LAFCo	368.00
Bill Pmt -Check	12/22/2021	18038	Premier Access Insurance Co	606.97
Bill Pmt -Check	12/22/2021	18040	XEROX FINANCIAL SERVICES	298.84
Bill Pmt -Check	12/22/2021	18041	Bergson, Charles L.	8,483.33
Check	12/22/2021	18039	Sacramento County Clerk	50.00
				<b><u>102,817.35</u></b>

## December Checks

As of December 31, 2021

Type	Date	Num	Name	Credit
Bill Pmt -Check	12/01/2021	18004	California American Water-Combined	1,328.29
Bill Pmt -Check	12/01/2021	18005	Delta Computer Consultants	390.00
Bill Pmt -Check	12/01/2021	18006	Price Consulting Services	1,410.00
Bill Pmt -Check	12/01/2021	18007	RIO VISTA BEACON	195.00
Bill Pmt -Check	12/02/2021	18008	Ramos Oil Company	52.85
Bill Pmt -Check	12/02/2021	18009	US BANK	3,367.50
Bill Pmt -Check	12/02/2021	18011	SP Plus	4,194.00
Check	12/02/2021	ach	Credit Card Processing	134.93
Bill Pmt -Check	12/03/2021	18012	KS Statebank	46,190.07
Bill Pmt -Check	12/03/2021	18043	River Rats Septic & Plumbing	326.00
Bill Pmt -Check	12/07/2021	18021	Small Cities Organized Risk Effort	4,318.40
Bill Pmt -Check	12/07/2021	18014	Napa Auto Parts/Stewart Ind. Suppl	46.26
Bill Pmt -Check	12/07/2021	18015	PG&E- WILSON BALLPARK	10.84
Bill Pmt -Check	12/07/2021	18016	Brookcrest by Culligan Water	20.90
Bill Pmt -Check	12/07/2021	18017	River Rats Toilets	282.00
Bill Pmt -Check	12/07/2021	18018	Frontier Communications	671.29
Bill Pmt -Check	12/07/2021	18019	RADIAL TIRE OF WALNUT GROVE	111.76
Bill Pmt -Check	12/07/2021	18020	Price Consulting Services	2,240.00
Check	12/07/2021	18013	Tripple Threat Plumbing, LLC	20.00
Check	12/08/2021	ACH	Paychex	163.25
Bill Pmt -Check	12/09/2021	18022	Rentafence.com	32.33
Bill Pmt -Check	12/09/2021	18023	Rio Vista Ace Hardware	457.20
Bill Pmt -Check	12/09/2021	18024	Ramos Oil Company	195.39
Bill Pmt -Check	12/09/2021	18025	Kronick Moskowitz Tredeman & Girar	10,000.00
Check	12/09/2021	18026	Clymer, Nancy	1,000.00
Bill Pmt -Check	12/13/2021	18029	Rio Vista Ace Hardware	269.33
Bill Pmt -Check	12/13/2021	18030	Rio Vista Ace Hardware	64.82
Bill Pmt -Check	12/13/2021	18028	Sacramento County Sheriff's Dept.	4,000.00
Bill Pmt -Check	12/13/2021	18033	State Compensation Insurance Fund	874.17
Bill Pmt -Check	12/13/2021	ACH	STANDARD INSURANCE CO.	50.25
Bill Pmt -Check	12/20/2021	18031	State Compensation Insurance Fund	2,621.00
Bill Pmt -Check	12/20/2021	18032	Delta Computer Consultants	390.00
Bill Pmt -Check	12/20/2021	18034	Kaiser Foundation Health Plan	6,575.00
Bill Pmt -Check	12/20/2021	18035	California American Water-Combined	945.05
Bill Pmt -Check	12/20/2021	18036	Rentafence.com	32.33
Bill Pmt -Check	12/22/2021	18037	Sacramento LAFCo	368.00
Bill Pmt -Check	12/22/2021	18038	Premier Access Insurance Co.	606.97
Bill Pmt -Check	12/22/2021	18040	XEROX FINANCIAL SERVICES	298.84
Bill Pmt -Check	12/22/2021	18041	Bergson, Charles L.	8,433.33
Check	12/22/2021	18039	Sacramento County Clerk	50.00
				<b><u>102,817.35</u></b>

**410 Sewer O&M - City of Isleton**  
**Profit & Loss**  
 July through December 2021

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	TOTAL
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
45100SW · Sewer - Single Family - City	18,288.05	18,216.05	18,216.05	18,072.05	18,072.06	18,072.06	108,936.32
45101SW · Sewer - Multi Family City	9,376.63	10,132.63	10,132.63	10,132.63	10,132.63	10,132.63	60,039.78
45102SW · Sewer - Commercial City	7,790.21	7,790.21	7,718.21	7,790.21	7,718.22	7,718.22	46,525.28
45103SW · Sewer - Resident Outside City	7,900.01	7,892.11	7,900.01	7,900.01	7,900.01	7,900.01	47,392.16
45104SW · Sewer - Commercial Outside City	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	12,513.84
6100051 · Grant - State Water Resources	0.00	0.00	3,199.00	0.00	0.00	0.00	3,199.00
<b>Total Income</b>	<b>45,440.54</b>	<b>46,116.64</b>	<b>49,251.54</b>	<b>45,980.54</b>	<b>45,908.56</b>	<b>45,908.56</b>	<b>278,606.38</b>
<b>Gross Profit</b>	<b>45,440.54</b>	<b>46,116.64</b>	<b>49,251.54</b>	<b>45,980.54</b>	<b>45,908.56</b>	<b>45,908.56</b>	<b>278,606.38</b>
<b>Expense</b>							
7000012 · Assess Fees (Tax Distribution)	10,283.18	0.00	0.00	0.00	0.00	11,413.80	21,696.98
71100SW · Salaries & Wage - Sewer	7,584.57	11,896.27	7,827.54	8,278.48	8,164.70	2,819.89	46,571.45
72104SW · Social Security Contr - Sewer	613.12	948.51	606.00	633.31	624.60	215.73	3,641.27
73200SW · Workers' Comp Ins - Sewer 410	415.30	0.00	105.32	2,435.01	3,495.17	0.00	6,450.80
80100SW · Postage - Sewer	0.00	200.00	0.00	0.00	0.00	0.00	200.00
80301SW · Recording Fee - Sewer	0.00	0.00	0.00	0.00	0.00	3,419.72	3,419.72
8170000 · Uniforms	33.39	200.34	367.29	133.56	0.00	0.00	734.58
82200SW · GAS - Sewer	693.13	585.50	425.15	640.16	819.26	0.00	3,163.20
82201SW · Electricity - Sewer	475.93	437.60	446.87	423.45	0.00	0.00	1,783.85
82203SW · WATER - SEWER	503.91	426.98	499.27	380.95	382.59	0.00	2,193.70
83050SW · Protective Equip & Suppl Sewer	0.00	0.00	8,165.00	0.00	0.00	0.00	8,165.00
83111SW · Computer Service- SEWER	195.00	266.25	195.00	195.00	195.00	0.00	1,046.25
83150SW · Repairs & Maintenance Sewer	381.88	0.00	0.00	987.34	270.43	0.00	1,639.65
83151SW · Repairs & Maint - Sewer	0.00	471.59	0.00	0.00	0.00	0.00	471.59
83152SW · LAB TESTING	90.26	0.00	2,246.00	864.00	2,246.00	1,123.00	6,569.26
83153SW · Vehicle Parts/Repair Sewer	0.00	16.00	1,123.00	212.45	0.00	305.33	1,656.78
83830SW · Supplies - Sewer	1,364.06	1,146.01	479.62	243.18	684.54	328.16	4,245.57
8383100 · Equipment REPLACEMENT / REPAIRS	0.00	0.00	0.00	499.68	0.00	0.00	499.68
83831SW · Equipment - Sewer	0.00	0.00	2,731.09	0.00	0.00	0.00	2,731.09
83840SW · Copier Costs SEWER	75.05	163.11	163.06	74.42	0.00	0.00	475.64
83910SW · Fuel - Sewer	-778.11	392.99	816.18	690.78	517.45	957.49	2,596.78
84300SW · Engineering Services Sewer	0.00	1,916.00	0.00	0.00	0.00	0.00	1,916.00
84400SW · Prof Services Sewer	9,832.27	6,852.11	2,008.33	3,375.10	5,626.00	0.00	27,693.81
84500SW · Pest Control	2,169.00	1,005.00	2,169.00	1,005.00	0.00	0.00	6,348.00
84620SW · Waste Discharge Fee Sewer	0.00	0.00	0.00	0.00	0.00	27,109.00	27,109.00
89900SW · Misc Exp - Sewer	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92101SW · Bank Service Charges - SW	5.00	0.00	0.00	0.00	0.00	0.00	5.00
<b>Total Expense</b>	<b>33,936.94</b>	<b>26,924.26</b>	<b>30,373.72</b>	<b>21,071.87</b>	<b>23,025.74</b>	<b>47,692.12</b>	<b>183,024.65</b>
<b>Net Ordinary Income</b>	<b>11,503.60</b>	<b>19,192.38</b>	<b>18,877.82</b>	<b>24,908.67</b>	<b>22,882.82</b>	<b>-1,783.56</b>	<b>95,581.73</b>
<b>Other Income/Expense</b>							
<b>Other Income</b>							
1320512 · Interest US Bank Bond	0.65	0.65	0.65	0.63	0.65	0.00	3.23
91100SW · Indirect Cost Allocation	-1,229.65	-1,926.71	-1,265.03	-1,336.79	-1,318.39	-455.34	-7,531.91
<b>Total Other Income</b>	<b>-1,229.00</b>	<b>-1,926.06</b>	<b>-1,264.38</b>	<b>-1,336.16</b>	<b>-1,317.74</b>	<b>-455.34</b>	<b>-7,528.68</b>
<b>Other Expense</b>							
90100SP · Interest Exp - USDA Sewer Proj	47,650.00	0.00	0.00	0.00	19,620.00	0.00	67,270.00
92001SW · Transfer Out - Debt Service	0.00	0.00	31.25	0.00	0.00	0.00	31.25
<b>Total Other Expense</b>	<b>47,650.00</b>	<b>0.00</b>	<b>31.25</b>	<b>0.00</b>	<b>19,620.00</b>	<b>0.00</b>	<b>67,301.25</b>
<b>Net Other Income</b>	<b>-48,879.00</b>	<b>-1,926.06</b>	<b>-1,295.63</b>	<b>-1,336.16</b>	<b>-20,937.74</b>	<b>-455.34</b>	<b>-74,829.93</b>
<b>Net Income</b>	<b>-37,375.40</b>	<b>17,266.32</b>	<b>17,582.19</b>	<b>23,572.51</b>	<b>1,945.08</b>	<b>-2,238.90</b>	<b>20,751.80</b>

**410 Sewer O&M - City of Isleton**  
**Profit & Loss Budget vs. Actual**  
 July through December 2021

	Jul - Dec 21	Budget
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
45100SW · Sewer - Single Family - City	108,936.32	
45101SW · Sewer - Multi Family City	60,039.78	
45102SW · Sewer - Commercial City	46,525.28	
45103SW · Sewer - Resident Outside City	47,392.16	
45104SW · Sewer - Commercial Outside City	12,513.84	
6100051 · Grant - State Water Resources	3,199.00	
<b>Total Income</b>	<u>278,606.38</u>	
<b>Gross Profit</b>	278,606.38	
<b>Expense</b>		
7000012 · Assess Fees (Tax Distribution)	21,696.98	
71100SW · Salaries & Wage - Sewer	46,571.45	45,000.00
72104SW · Social Security Contr - Sewer	3,641.27	
73200SW · Workers' Comp Ins - Sewer 410	6,450.80	
80100SW · Postage - Sewer	200.00	
80301SW · Recording Fee - Sewer	3,419.72	
8170000 · Uniforms	734.58	
82200SW · GAS - Sewer	3,163.20	
82201SW · Electricity - Sewer	1,783.85	
82203SW · WATER - SEWER	2,193.70	
83050SW · Protective Equip & Suppl Sewer	8,165.00	
83111SW · Computer Service- SEWER	1,046.25	
83150SW · Repairs & Maintenance Sewer	1,639.65	10,002.00
83151SW · Repairs & Maint - Sewer	471.59	
83152SW · LAB TESTING	6,569.26	
83153SW · Vehicle Parts/Repair Sewer	1,656.78	
83830SW · Supplies - Sewer	4,245.57	17,496.00
8383100 · Equipment REPLACEMENT / REPAIRS	499.68	
83831SW · Equipment - Sewer	2,731.09	5,002.00
83840SW · Copier Costs SEWER	475.64	
83910SW · Fuel - Sewer	2,596.78	
84300SW · Engineering Services Sewer	1,916.00	
84400SW · Prof Services Sewer	27,693.81	
84500SW · Pest Control	6,348.00	
84620SW · Waste Discharge Fee Sewer	27,109.00	
89900SW · Misc Exp - Sewer	0.00	
92101SW · Bank Service Charges - SW	5.00	
<b>Total Expense</b>	<u>183,024.65</u>	<u>77,500.00</u>
<b>Net Ordinary Income</b>	95,581.73	-77,500.00
<b>Other Income/Expense</b>		
<b>Other Income</b>		
1320512 · Interest US Bank Bond	3.23	
91100SW · Indirect Cost Allocation	-7,531.91	
<b>Total Other Income</b>	<u>-7,528.68</u>	
<b>Other Expense</b>		
90100SP · Interest Exp - USDA Sewer Proj	67,270.00	
92001SW · Transfer Out - Debt Service	31.25	
<b>Total Other Expense</b>	<u>67,301.25</u>	
<b>Net Other Income</b>	-74,829.93	
<b>Net Income</b>	<u>20,751.80</u>	<u>-77,500.00</u>

# December Checks

As of December 31, 2021

Type	Date	Num	Name	Credit
Bill Pmt -Check	12 01 2021	2409	Cooper Controls, Inc.	547.32
Bill Pmt -Check	12 02 2021	2410	SRCSO	1,123.00
Bill Pmt -Check	12 09 2021	2411	Ramos Oil Company	590.20
Bill Pmt -Check	12 13 2021	2412	Rio Vista Ace Hardware	309.80
Bill Pmt -Check	12 13 2021	2413	Napa Auto Parts Stewart Ind. Suppl	305.33
Bill Pmt -Check	12 20 2021	2414	Reclamation District No 407	11,413.80
Bill Pmt -Check	12 20 2021	2415	SWRCB-State Water Resource Control Board	27,109.00
Bill Pmt -Check	12 20 2021	2416	Rio Vista Ace Hardware	130.46
Bill Pmt -Check	12 20 2021	2417	SRCSO	1,123.00
				<u>42,651.91</u>

Internal Report - UNAUDITED

**General Fund - City of Isleton**  
**Profit & Loss**  
 July through November 2021

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	TOTAL
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
4700013 · Parking Enforcement Charges for Services	0.00	0.00	57.50	0.00	288.50	346.00
	938.85	3,719.49	1,027.41	11,931.11	1,861.03	19,477.89
Fines and Forfeitures	0.00	0.00	0.00	0.00	2,712.27	2,712.27
Licenses and Permits	40.00	1,365.00	4,534.42	230.00	2,634.82	8,804.24
Other Revenues	1,865.97	0.00	0.00	45.00	50,935.65	52,846.62
4810112 · State of CA Covid Taxes and Assessments	100,951.00	0.00	0.00	0.00	0.00	100,951.00
	28,865.05	118,829.34	128,229.73	76,837.60	94,483.93	447,245.65
Use of Money	0.00	8.13	4.17	4.68	2.73	19.71
Grant Income - Other	4,322.45	10,500.00	17,208.75	0.00	0.00	32,031.20
6100122 · Returned Check Charges	0.00	0.00	0.00	0.00	25.00	25.00
<b>Total Income</b>	<b>136,983.32</b>	<b>134,421.96</b>	<b>151,061.98</b>	<b>89,048.39</b>	<b>152,943.93</b>	<b>664,459.58</b>
<b>Gross Profit</b>	<b>136,983.32</b>	<b>134,421.96</b>	<b>151,061.98</b>	<b>89,048.39</b>	<b>152,943.93</b>	<b>664,459.58</b>
<b>Expense</b>						
8811113 · Merchant Card Fee	0.00	0.00	0.00	0.00	162.25	162.25
9100033 · Credit Card Fees	0.00	0.00	0.00	199.78	0.00	199.78
SB1	664.89	0.00	0.00	0.00	0.00	664.89
8450054 · Weed Abatement - BILLABLE	512.40	0.00	0.00	0.00	0.00	512.40
8220412 · Parking Enforcement Expense	0.00	0.00	0.00	0.00	3,075.60	3,075.60
9100032 · Bank Service Charges	0.00	0.00	0.00	10.00	0.00	10.00
Indirect Overhead Expense	0.00	0.00	-790.88	0.00	0.00	-790.88
Grant Expense	0.00	0.00	9,193.47	6,709.95	638.86	16,542.28
10 · General Government	40,683.94	62,277.08	39,620.51	30,981.79	37,925.17	211,488.49
20 · Public Safety	30,847.11	33,070.57	25,412.58	24,065.91	28,332.90	141,729.07
30 · Parks & Recreation	500.20	499.72	812.79	674.36	849.87	3,336.94
52 · Public Ways and Facilities	20,754.20	11,889.55	13,387.33	5,980.33	6,604.49	58,615.90
53 · Community Development	761.05	1,398.03	762.29	1,249.95	436.49	4,607.81
56 · Non Departmental Expenses	56.91	0.00	0.00	0.00	0.00	56.91
66900 · Reconciliation Discrepancies	0.00	18.15	0.00	0.00	0.00	18.15
57 · Covid 19	2,230.12	2,032.44	509.82	1,722.68	29.41	6,524.47
83150SW · Repairs & Maintenance Sewer	864.00	0.00	0.00	0.00	0.00	864.00
8440000 · Professional Services	0.00	10,500.00	0.00	0.00	0.00	10,500.00
<b>Total Expense</b>	<b>97,874.82</b>	<b>121,685.54</b>	<b>88,907.91</b>	<b>71,594.75</b>	<b>78,055.04</b>	<b>458,118.06</b>
<b>Net Ordinary Income</b>	<b>39,108.50</b>	<b>12,736.42</b>	<b>62,154.07</b>	<b>17,453.64</b>	<b>74,888.89</b>	<b>206,341.52</b>
<b>Other Income/Expense</b>						
<b>Other Income</b>						
Strike Fund - Fire	0.00	0.00	0.00	0.00	36,928.88	36,928.88
9200112 · Indirect cost allocation	1,874.80	3,259.34	934.56	1,638.89	2,108.80	9,816.39
<b>Total Other Income</b>	<b>1,874.80</b>	<b>3,259.34</b>	<b>934.56</b>	<b>1,638.89</b>	<b>39,037.68</b>	<b>46,745.27</b>
<b>Other Expense</b>						
Prior Period Adjustment	1,163.19	0.00	0.00	0.00	0.00	1,163.19
<b>Total Other Expense</b>	<b>1,163.19</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,163.19</b>
<b>Net Other Income</b>	<b>711.61</b>	<b>3,259.34</b>	<b>934.56</b>	<b>1,638.89</b>	<b>39,037.68</b>	<b>45,582.08</b>
<b>Net Income</b>	<b>39,820.11</b>	<b>15,995.76</b>	<b>63,088.63</b>	<b>19,092.53</b>	<b>113,926.57</b>	<b>251,923.60</b>

Internal Report - UNAUDITED



**General Fund - City of Isleton**  
**Profit & Loss Budget vs. Actual 11 30 2021**  
 July through November 2021

	Jul - Nov 21	Budget
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
4700013 · Parking Enforcement Charges for Services	346.00	
	19,477.89	16,336.03
Fines and Forfeitures	2,712.27	0.00
Intergovernmental	0.00	0.00
Licenses and Permits	8,804.24	6,960.71
Other Revenues	52,846.62	773.75
4810112 · State of CA Covid Taxes and Assessments	100,951.00	
	447,245.65	372,419.87
Use of Money	19.71	13.38
40002SL · COPS Grant Received	0.00	0.00
Grant Income - Other	32,031.20	2,105.18
6100122 · Returned Check Charges	25.00	25.00
<b>Total Income</b>	664,459.58	398,633.92
<b>Gross Profit</b>	664,459.58	398,633.92
<b>Expense</b>		
8811113 · Merchant Card Fee	162.25	
9100033 · Credit Card Fees	199.78	
SB1	664.89	
8450054 · Weed Abatement - BILLABLE	512.40	
8220412 · Parking Enforcement Expense	3,075.60	
9100032 · Bank Service Charges	10.00	105.00
Indirect Overhead Expense	-790.88	0.00
Grant Expense	16,542.28	
10 · General Government	211,488.49	203,854.70
20 · Public Safety	141,729.07	96,003.96
30 · Parks & Recreation	3,336.94	4,519.64
52 · Public Ways and Facilities	58,615.90	128,447.33
53 · Community Development	4,607.81	8,702.97
56 · Non Departmental Expenses	56.91	6,397.30
66900 · Reconciliation Discrepancies	18.15	
57 · Covid 19	6,524.47	10,475.09
83150SW · Repairs & Maintenance Sewer	864.00	
8440000 · Professional Services	10,500.00	0.00
<b>Total Expense</b>	458,118.06	458,505.99
<b>Net Ordinary Income</b>	206,341.52	-59,872.07
<b>Other Income/Expense</b>		
<b>Other Income</b>		
Strike Fund - Fire	36,928.88	
4000312 · Transfer In From Other Account	0.00	0.00
9200112 · Indirect cost allocation	9,816.39	6,755.43
<b>Total Other Income</b>	46,745.27	6,755.43

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	<b>Jul - Nov 21</b>	<b>Budget</b>
<b>Other Expense</b>		
<b>Prior Period Adjustment</b>	1,163.19	
<b>Total Other Expense</b>	1,163.19	
<b>Net Other Income</b>	45,582.08	6,755.43
<b>Net Income</b>	<b>251,923.60</b>	<b>-53,116.64</b>

# November Checks

As of November 30, 2021

Type	Date	Num	Name	Credit
Bill Pmt -Check	11/01/2021	17972	SACRAMENTO COUNTY - TAXES	3,048.69
Bill Pmt -Check	11/02/2021	17973	Napa Auto Parts Stewart Ind. Suppl	238.75
Bill Pmt -Check	11/02/2021	ACH	STANDARD INSURANCE CO.	27.06
Check	11/02/2021			162.25
Check	11/04/2021	17974	Fidelity National Title	1,000.00
Bill Pmt -Check	11/08/2021	17975	Ramos Oil Company	354.26
Bill Pmt -Check	11/08/2021	17976	GEI Consultants Inc	1,400.60
Bill Pmt -Check	11/09/2021	17977	Steve O'Brien	178.68
Bill Pmt -Check	11/09/2021	17978	Bergson, Charles L.	8,438.33
Check	11/10/2021	ACH	Paychex	163.25
Bill Pmt -Check	11/12/2021	17973	Sacramento Fire Chiefs Assn	200.00
Bill Pmt -Check	11/12/2021	17980	Sacramento County Sheriff's Dept.	5,000.00
Bill Pmt -Check	11/12/2021	17981	PG&E- WILSON BALLPARK	9.59
Bill Pmt -Check	11/12/2021	17982	Brookcrest by Culligan Water	20.90
Bill Pmt -Check	11/12/2021	ACH	STANDARD INSURANCE CO.	529.74
Bill Pmt -Check	11/15/2021	17983	Price, Gary	1,440.00
Bill Pmt -Check	11/15/2021	17984	Small Cities Organized Risk Effort	4,318.40
Bill Pmt -Check	11/15/2021	17985	PCWR	1,000.00
Bill Pmt -Check	11/15/2021	17986	Rice Signs LLC	1,493.20
Bill Pmt -Check	11/15/2021	17987	Rio Vista Ace Hardware	214.55
Bill Pmt -Check	11/15/2021	17988	Frontier Communications	666.59
Bill Pmt -Check	11/15/2021	17989	Napa Auto Parts Stewart Ind. Suppl	66.58
Bill Pmt -Check	11/15/2021	17990	IMAGE SOURCE	219.28
Bill Pmt -Check	11/18/2021	17991	Robert W Nichelini, Esq	3,500.00
Bill Pmt -Check	11/18/2021	17992	4Leaf, Inc	1,064.02
Bill Pmt -Check	11/22/2021	17993	Price Consulting Services	0.00
Bill Pmt -Check	11/22/2021	17994	Home Depot	1,032.31
Bill Pmt -Check	11/22/2021	17995	Ramos Oil Company	497.47
Bill Pmt -Check	11/22/2021	17996	Kaiser Foundation Health Plan	6,938.00
Bill Pmt -Check	11/22/2021	17997	Premier Access Insurance Co	606.97
Bill Pmt -Check	11/22/2021	17998	State Compensation Insurance Fund	874.17
Bill Pmt -Check	11/23/2021	17999	DFK Solutions Group	260.00
Bill Pmt -Check	11/23/2021	18000	Bergson, Charles L.	8,123.33
Bill Pmt -Check	11/24/2021	18001	RIO VISTA BEACON	95.00
Bill Pmt -Check	11/24/2021	18002	Clark Pest Control Svs	2,169.00
Check	11/24/2021	ACH	Paychex	163.25
Bill Pmt -Check	11/29/2021	18003	PG&E- City of Isleton	3,368.64
				<b>58,931.96</b>

Internal Report - UNAUDITED

**410 Sewer O&M - City of Isleton**  
**Profit & Loss**  
 July through November 2021

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	TOTAL
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
45100SW · Sewer - Single Family - City	18,288.05	18,216.05	18,216.05	18,072.05	18,072.06	90,864.26
45101SW · Sewer - Multi Family City	9,376.63	10,132.63	10,132.63	10,132.63	10,132.63	49,907.15
45102SW · Sewer - Commercial City	7,790.21	7,790.21	7,718.21	7,790.21	7,718.22	38,807.06
45103SW · Sewer - Resident Outside City	7,900.01	7,892.11	7,900.01	7,900.01	7,900.01	39,492.15
45104SW · Sewer - Commercial Outside City	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	10,428.20
6100051 · Grant - State Water Resources	0.00	0.00	3,199.00	0.00	0.00	3,199.00
<b>Total Income</b>	<b>45,440.54</b>	<b>46,116.64</b>	<b>49,251.54</b>	<b>45,980.54</b>	<b>45,908.56</b>	<b>232,697.82</b>
<b>Gross Profit</b>	<b>45,440.54</b>	<b>46,116.64</b>	<b>49,251.54</b>	<b>45,980.54</b>	<b>45,908.56</b>	<b>232,697.82</b>
<b>Expense</b>						
7000012 · Assess Fees (Tax Distribution)	10,283.18	0.00	0.00	0.00	0.00	10,283.18
71100SW · Salaries & Wage - Sewer	7,584.57	11,896.27	7,827.54	8,278.48	8,164.70	43,751.56
72104SW · Social Security Contr - Sewer	613.12	948.51	606.00	633.31	624.60	3,425.54
73200SW · Workers' Comp Ins - Sewer 410	415.30	0.00	105.32	2,435.01	3,495.17	6,450.80
80100SW · Postage - Sewer	0.00	200.00	0.00	0.00	0.00	200.00
8170000 · Uniforms	33.39	200.34	367.29	133.56	0.00	734.58
82200SW · GAS - Sewer	693.13	585.50	425.15	640.16	819.26	3,163.20
82201SW · Electricity - Sewer	475.93	437.60	446.87	423.45	0.00	1,783.85
82203SW · WATER - SEWER	503.91	426.98	499.27	380.95	382.59	2,193.70
83050SW · Protective Equip & Suppl Sewer	0.00	0.00	8,165.00	0.00	0.00	8,165.00
83111SW · Computer Service- SEWER	195.00	266.25	195.00	195.00	195.00	1,046.25
83150SW · Repairs & Maintenance Sewer	381.88	0.00	0.00	987.34	270.43	1,639.65
83151SW · Repairs & Maint - Sewer	0.00	471.59	0.00	0.00	0.00	471.59
83152SW · LAB TESTING	90.26	0.00	2,246.00	864.00	2,246.00	5,446.26
83153SW · Vehicle Parts/Repair Sewer	0.00	16.00	1,123.00	212.45	0.00	1,351.45
83830SW · Supplies - Sewer	1,364.06	1,146.01	479.62	243.18	684.54	3,917.41
8383100 · Equipment REPLACEMENT / REPAI...	0.00	0.00	0.00	499.68	0.00	499.68
83831SW · Equipment - Sewer	0.00	0.00	2,731.09	0.00	0.00	2,731.09
83840SW · Copier Costs SEWER	75.05	163.11	163.06	74.42	0.00	475.64
83910SW · Fuel - Sewer	-778.11	392.99	816.18	690.78	517.45	1,639.29
84300SW · Engineering Services Sewer	0.00	1,916.00	0.00	0.00	0.00	1,916.00
84400SW · Prof Services Sewer	9,832.27	6,852.11	2,008.33	3,375.10	5,626.00	27,693.81
84500SW · Pest Control	2,169.00	1,005.00	2,169.00	1,005.00	0.00	6,348.00
89900SW · Misc Exp - Sewer	0.00	0.00	0.00	0.00	0.00	0.00
92101SW · Bank Service Charges - SW	5.00	0.00	0.00	0.00	0.00	5.00
<b>Total Expense</b>	<b>33,936.94</b>	<b>26,924.26</b>	<b>30,373.72</b>	<b>21,071.87</b>	<b>23,025.74</b>	<b>135,332.53</b>
<b>Net Ordinary Income</b>	<b>11,503.60</b>	<b>19,192.38</b>	<b>18,877.82</b>	<b>24,908.67</b>	<b>22,882.82</b>	<b>97,365.29</b>
<b>Other Income/Expense</b>						
<b>Other income</b>						
1320512 · Interest US Bank Bond	0.65	0.65	0.65	0.63	0.65	3.23
91100SW · Indirect Cost Allocation	-1,229.65	-1,926.71	-1,265.03	-1,336.79	-1,318.39	-7,076.57
<b>Total Other Income</b>	<b>-1,229.00</b>	<b>-1,926.06</b>	<b>-1,264.38</b>	<b>-1,336.16</b>	<b>-1,317.74</b>	<b>-7,073.34</b>
<b>Other Expense</b>						
90100SP · Interest Exp - USDA Sewer Proj	47,650.00	0.00	0.00	0.00	19,620.00	67,270.00
92001SW · Transfer Out - Debt Service	0.00	0.00	31.25	0.00	0.00	31.25
<b>Total Other Expense</b>	<b>47,650.00</b>	<b>0.00</b>	<b>31.25</b>	<b>0.00</b>	<b>19,620.00</b>	<b>67,301.25</b>
<b>Net Other Income</b>	<b>-48,879.00</b>	<b>-1,926.06</b>	<b>-1,295.63</b>	<b>-1,336.16</b>	<b>-20,937.74</b>	<b>-74,374.59</b>
<b>Net Income</b>	<b>-37,375.40</b>	<b>17,266.32</b>	<b>17,582.19</b>	<b>23,572.51</b>	<b>1,945.08</b>	<b>22,990.70</b>

**410 Sewer O&M - City of Isleton**  
**Profit & Loss Budget vs. Actual**  
 July through November 2021

	Jul - Nov 21	Budget
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
45100SW · Sewer - Single Family - City	90,864.26	
45101SW · Sewer - Multi Family City	49,907.15	
45102SW · Sewer - Commercial City	38,807.06	
45103SW · Sewer - Resident Outside City	39,492.15	
45104SW · Sewer - Commercial Outside City	10,428.20	
6100051 · Grant - State Water Resources	3,199.00	
<b>Total Income</b>	<b>232,697.82</b>	
<b>Gross Profit</b>	<b>232,697.82</b>	
<b>Expense</b>		
7000012 · Assess Fees (Tax Distribution)	10,283.18	
71100SW · Salaries & Wage - Sewer	43,751.56	37,500.00
72104SW · Social Security Contr - Sewer	3,425.54	
73200SW · Workers' Comp Ins - Sewer 410	6,450.80	
80100SW · Postage - Sewer	200.00	
8170000 · Uniforms	734.58	
82200SW · GAS - Sewer	3,163.20	
82201SW · Electricity - Sewer	1,783.85	
82203SW · WATER - SEWER	2,193.70	
83050SW · Protective Equip & Suppl Sewer	8,165.00	
83111SW · Computer Service- SEWER	1,046.25	
83150SW · Repairs & Maintenance Sewer	1,639.65	8,335.00
83151SW · Repairs & Maint - Sewer	471.59	
83152SW · LAB TESTING	5,446.26	
83153SW · Vehicle Parts/Repair Sewer	1,351.45	
83830SW · Supplies - Sewer	3,917.41	14,580.00
8383100 · Equipment REPLACEMENT / REPAIRS	499.68	
83831SW · Equipment - Sewer	2,731.09	4,169.00
83840SW · Copier Costs SEWER	475.64	
83910SW · Fuel - Sewer	1,639.29	
84300SW · Engineering Services Sewer	1,916.00	
84400SW · Prof Services Sewer	27,693.81	
84500SW · Pest Control	6,348.00	
89900SW · Misc Exp - Sewer	0.00	
92101SW · Bank Service Charges - SW	5.00	
<b>Total Expense</b>	<b>135,332.53</b>	<b>64,584.00</b>
<b>Net Ordinary Income</b>	<b>97,365.29</b>	<b>-64,584.00</b>
<b>Other Income/Expense</b>		
<b>Other Income</b>		
1320512 · Interest US Bank Bond	3.23	
91100SW · Indirect Cost Allocation	-7,076.57	
<b>Total Other Income</b>	<b>-7,073.34</b>	
<b>Other Expense</b>		
90100SP · Interest Exp - USDA Sewer Proj	67,270.00	
92001SW · Transfer Out - Debt Service	31.25	
<b>Total Other Expense</b>	<b>67,301.25</b>	
<b>Net Other Income</b>	<b>-74,374.59</b>	
<b>Net Income</b>	<b>22,990.70</b>	<b>-64,584.00</b>

## November Checks

As of November 30, 2021

Type	Date	Num	Name	Credit
Bill Pmt -Check	11/01/2021	2395	Napa Auto Parts Stewart Ind. Suppl	139.43
Bill Pmt -Check	11/01/2021	2396	SRCSO	864.00
Bill Pmt -Check	11/01/2021	2397	Clark Pest Control	1,005.00
Bill Pmt -Check	11/01/2021	2398	ARAMARK	33.39
Bill Pmt -Check	11/01/2021	2399	RIVER RATS PLUMBING & SEPTIC	282.00
Bill Pmt -Check	11/01/2021	2400	Ramos Oil Company	454.56
Bill Pmt -Check	11/01/2021	2401	SRCSO	1,123.00
Check	11/01/2021	ACH	USDA	19,620.00
Bill Pmt -Check	11/15/2021	2402	PG&E - SEWER PONDS	451.10
Bill Pmt -Check	11/15/2021	2403	Napa Auto Parts/Stewart Ind. Suppl	212.45
Bill Pmt -Check	11/15/2021	2404	Sonsray Machinery	0.00
Bill Pmt -Check	11/16/2021	2407	Ramos Oil Company	174.14
Bill Pmt -Check	11/18/2021	2405	Rio Vista Ace Hardware	466.93
Bill Pmt -Check	11/23/2021	2406	SRCSO	1,123.00
Bill Pmt -Check	11/24/2021	2408	Sonsray Machinery	499.68
				<u>26,478.68</u>

Internal Report - UNAUDITED