

City of Isleton

City Council
Staff Report

DATE: March 30, 2022

ITEM#: 4.A

CATEGORY: Communications

CITY COUNCIL COMMUNICATIONS

SUMMARY

City has received the following communications:

- A. County of Sacramento, Order of Health Officer, Rescission of face coverings, February 16, 2022 and County of Sacramento, Order of Health Officer, Rescission of public meetings, February 16, 2022.
- B. Email from Aleida Suarez.
- C. Citizens would like to rent the Isleton Community Center.
- D. Sacramento – San Joaquin Delta National Heritage Area Survey.

FISCAL IMPACT


None

RECOMMENDATION

Information only.

ATTACHMENT

- County of Sacramento, Order of Health Officer (2)
- Email from Aleida Suarez
- Flyer for Sacramento – San Joaquin Delta National Heritage Area Survey

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



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

DATE OF RESCISSION: February 16, 2022

Effective immediately, the Order of the Health Officer issued January 6, 2022 directing all public meetings in Sacramento County to occur virtually and encouraging workplaces to conduct meetings remotely is rescinded. Individuals should continue to follow all California Department of Public Health guidance and requirements.

In workplaces, employers are subject to the Cal/OSHA COVID-19 Emergency Temporary Standard (ETS) or for some workplaces the Cal/OSHA Aerosol Transmissible Diseases (ATD) Standard and should consult those regulations for additional applicable requirements.

The Health Officer will continue to assess COVID-19's evolving impact on our community and may re-issue a public meeting or workplace order as changing circumstances dictate.

IT IS SO ORDERED:

Olivia Kasirye MD

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

Dated: February 16, 2022



RESCISSION OF 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

DATE OF RESCISSION: February 16, 2022

Effective immediately, the Order of the Health Officer issued July 29, 2021 directing all individuals in Sacramento County to wear face coverings indoors in workplaces and public settings is rescinded. Individuals should continue to follow all California Department of Public Health (CDPH) guidance and requirements and are reminded that CDPH continues to require face coverings in specific settings throughout California, including public transit, indoors in K-12 schools and childcare, emergency shelters and cooling/heating centers, healthcare settings, State and local correctional facilities and detention centers, homeless shelters, and long term care setting and adult and senior care facilities (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>).

Under the CDPH Order, masks remain required for unvaccinated individuals in indoor public settings and businesses, such as retail, restaurants, theaters, family entertainment centers, meetings, and State and local government offices serving the public. Fully vaccinated individuals are recommended to continue indoor masking when the risk may be high. Surgical masks or high-level respirators (e.g. N95, KN95, KF94) with a good fit are highly recommended.

The Health Officer will continue to assess COVID-19's evolving impact on our community and may re-issue a face covering order as changing circumstances dictate.

IT IS SO ORDERED:

Olivia Kasirye MD

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

Dated: February 16, 2022

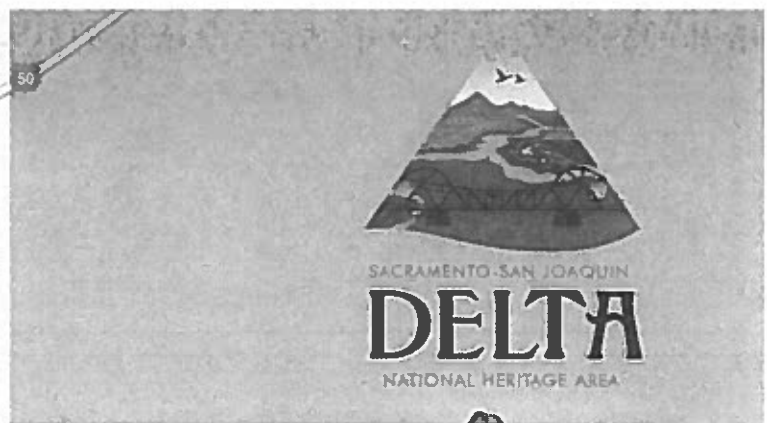
Charles Bergson

From: Ruby Fowler <rubyfowler@gmail.com>
Sent: Wednesday, March 09, 2022 12:37
To: epene@cityofisleton.com; pbulahan@cityofisleton.com; ivawalton@cityofisleton.com; paulsteele@cityofisleton.com; Charles Bergson; Yvonne
Subject: City Council Meeting of 3/8/2022

Dear Yvonne, Chuck, and members of the council, I wanted to thank you for last night's meeting, which reinforced my belief that the City of Isleton is on a forward path. Particularly, your demonstrated resolve to make law enforcement and the safety of all Isletonians a number-one priority.

Also, thank you for problem-solving as much as possible the issue of the \$7500 consultant fee in order to obtain a grant for the walking trail and other recreational amenities along 6th Street. Hopefully, we can have it all, but if we can't, I believe many of us are willing to make the sacrifices necessary to keep Isleton safe.

Thanks again for the good meeting.



SACRAMENTO-SAN JOAQUIN
DELTA
NATIONAL HERITAGE AREA

SURVEY



YOUR VOICE MATTERS!
Sacramento-San Joaquin Delta National Heritage Area
Management Plan Survey
Survey closes April 7

For more info visit:
www.delta.ca.gov/NHA

City of Isleton

City Council
Staff Report

DATE: March 30, 2022

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF FEBRUARY 22, 2022 AND MARCH 8, 2022

SUMMARY

A. Review of the Regular City Council Meetings of February 22, 2022 and March 8, 2022.

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 February 22, 2022 and March 8, 2022.

ATTACHMENTS

- Minutes of February 22, 2022 and March 8, 2022

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, Deputy City Clerk _____

CITY OF ISLETON

Regular City Council Meeting Minutes

Tuesday, February 22, 2022 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

TELECONFERENCE OR IN PERSON MEETING

1. OPENING CEREMONIES

A. Welcome & Call to Order – Mayor Eric Pene called to order 6:30pm.

B. Pledge of Allegiance

C. Roll Call

PRESENT: Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. City Manager Charles Bergson, Andreas Booher-City Attorney, Deputy City Clerk Yvonne Zepeda.

2. AGENDA CHANGES OR DELETIONS

ACTION: 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: Jean Yokatobi regarding crosswalk at Main/F St. and Chamber of Commerce Isleton open house 3-5-2022, 1:00-5:00.

4. COMMUNICATION

A. County of Sacramento, Order of Health Officer, Rescission of face coverings. February 16, 2022.

B. County of Sacramento, Order of Health Officer, Rescission of virtual public meetings, February 16, 2022.

C. Isleton Lions Club "reinstating" the annual Easter Egg Hunt.

D. Quong Wo Sing Building, Certified Historic Structure – 23 Main Street.

E. Grand Jury Report – Sacramento County Board of Supervisors abandoned responsibility for COVID-19 Cares Act Spending.

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 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.

ACTION: Information only.

5. CONSENT CALENDAR

- A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of January 25, 2022.

RECOMMENDATION: City Council review and approve draft minutes of the Regular City Council meeting of January 25, 2022. (Should state 1-11-22 and 1-27-22)

ACTION: Councilmember Iva Walton motion to approve draft minutes of the Regular City Council meeting of January 11, 2022 and the Special Meeting minutes of January 27, 2022. Vice Mayor Pamela Bulahan second the motion. PASSED 4-0. AYES: Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None.

6. OLD BUSINESS

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

RECOMMENDATION: Staff recommends City Council adopt the Draft Final City of Isleton LRSP Report February 2022.

ACTION: Council directed City Manager to meet with sub-committee.

- B. **SUBJECT:** Ordinance No. 2022-011, Cal-Recycle SB 1383 Implementation Tools Model Mandatory Organic Waste Disposal Reduction.

RECOMMENDATION: Staff is requesting City Council adopt Ordinance 2022-001 to comply with SB 1383 non-exempt components and to receive funding for the Edible Food Recovery Program and any future grant funds.

ACTION: Tabled.

- C. **SUBJECT:** 4th and A Street, 4-Way stop sign.

RECOMMENDATION: Staff recommends City Council to review and approve 4th and A Street, 4-Way Stop Sign.

ACTION: Councilmember Paul Steele motion to approve 4th and A Street, 4-Way Stop Sign. Mayor Eric Pene second the motion. PASSED 4-0. AYES:

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Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None.

- D. SUBJECT:** The Boat Launch Projects, Department of Boating and Waterways Design Grant.

RECOMMENDATION: Information only.

ACTION: Received Boat Launch Report, bring back to City Council.

7. NEW BUSINESS

- A. SUBJECT:** Grand Jury Report, Fifth Councilmember.

RECOMMENDATION: Review and direction.

ACTION: Tabled.

8. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Vacant
- B. Councilmember Paul Steele – Delta PC meeting; March 12, 2022. Spam Festival went well.
- C. Councilmember Iva Walton – None.
- D. Vice Mayor Pamela Bulahan – SACOG meeting last Thursday. Isleton on consent calendar.
- E. Mayor Eric Pene – Law Enforcement in the works. Meeting in two weeks.

9. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – None.
- B. Fire Chief Report – Had an emergency.

10. CLOSED SESSION

A. Personnel appointment

Code Enforcement Officer Review-Gov't Code§54957

ACTION: Report from closed session; appointed Dean Dockery Code Enforcement Office.

11. ADJOURNMENT

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AYES:
NOES:
ABSTAIN:
ABSENT:

MAYOR, Eric Pence

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

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CITY OF ISLETON

Regular City Council Meeting Minutes

Tuesday, March 8, 2022 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

TELECONFERENCE OR IN PERSON MEETING

1. OPENING CEREMONIES

A. Welcome & Call to Order – Mayor Eric Pene called to order 6:30pm.

B. Pledge of Allegiance

C. Roll Call

PRESENT: Councilmember's Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, Via zoom Mayor Eric Pene, City Manager Charles Bergson, Via Zoom City Attorney Andreas Booher and Deputy City Clerk Yvonne Zepeda.

2. AGENDA CHANGES OR DELETIONS

ACTION: 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: Don Cain – Law Enforcement.

4. COMMUNICATION

A. County of Sacramento, Order of Health Officer, Rescission of face coverings, February 16, 2022.

B. Consideration of the use of lifesaving PulsePoint app in our community.

C. Apportioned Cost Recovery for New Property Tax System.

ACTION: A & C information only. Item B – Don Cain gave presentation on letter of PulsePoint.

5. CONSENT CALENDAR

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 at least 48 hours prior to the meeting.

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- A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of February 8, 2022.

RECOMMENDATION: City Council review and approve draft minutes of the Regular City Council meeting of February 8, 2022.

ACTION: Councilmember Paul Steele motion to approve draft minutes of the Regular City Council meeting of February 8, 2022. 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.**

6. OLD BUSINESS

- A. **SUBJECT:** Resolution No. 08-22, Sacramento Housing and Redevelopment Agency (SHRA) Community Development Block Grant (CDBG) Funding for Isleton Street Lighting.

RECOMMENDATION: Staff is requesting City Council to approve contract with Sacramento Housing and Redevelopment Agency (SHRA) for \$100,000. Community Development Block Grant (CDBG) funds for the Main Street Pedestrian Lights Project.

ACTION: Councilmember Paul Steele motion to approve contract with Sacramento Housing and Redevelopment Agency (SHRA) for \$100,000. Community Development Block Grant (CDBG) funds for the Main Street Pedestrian Lights Project. Vice Mayor Pamela Bulahan 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:** City Council Vacancy – Sacramento County Grand Jury Report, February 7, 2022.

RECOMMENDATION: Staff recommends that City Council direct the solicitation of applications for the Fifth Councilmember and direct Staff to prepare a response to the Sacramento County Grand Jury letter of February 7, 2022.

ACTION: Council directed staff to post council vacancy March 11, 2022 to April 7, 2022.

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7. NEW BUSINESS

- A. **SUBJECT:** Draft Ordinance No. 2022-002, Title VIII Public Places, Chapter 8.01 Encroachments.

RECOMMENDATION: That City Council receive report and provide direction.

ACTION: No Action.

- B. **SUBJECT:** Arbor Pro - City of Isleton, California Tree Inventory Summary Report, February 2022.

RECOMMENDATION: That City Council review report and give direction.

ACTION: Received Tree Inventory and report. Needs to go to Planning Commission and then back to City Council.

- C. **SUBJECT:** City of Isleton Records Review, and Destruction Policy.

RECOMMENDATION: Staff recommends that City Council review and comment on City of Isleton Records Review, and Destruction Policy.

ACTION: Received Records Review, and Destruction Policy and to bring back to City Council on 5-10-22.

- D. **SUBJECT:** Resolution No. 08-22 of the City Council of City of Isleton, Sacramento County approving the Application for Grant Funds form the Recreational Trails Program.

RECOMMENDATION: Staff recommends City Council approve Resolution No. 08-22 for submission of grant application.

ACTION: Councilmember Paul Steele motion to approve Resolution No. 08-22 for submission on grant application with no consulting fees and with City Staff only. Vice Mayor Pamela Bulahan 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:** Resolution No. 06-22, a Resolution of the City Council of the City of Isleton Authorizing the City Manager, City Accountant, and City Clerk to deposit and withdrawal money in the Local Agency Investment Fund (LAIF) in the State Treasury.

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 at least 48 hours prior to the meeting.

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RECOMMENDATION: That City Council adopt Resolution No. 06-22 of the City Council of the City of Isleton Authorizing the City Manager and City Accountant to deposit and withdrawal money in the Local Agency Investment Fund (LAIF) in the State Treasury.

ACTION: Councilmember Paul Steele motion to adopt Resolution No. 06-22 of the City Council of the City of Isleton Authorizing the City Manager and City Accountant to deposit and withdrawal money in the Local Agency Investment Fund (LAIF) in the State Treasury. 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.

8. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Vacant
- B. Councilmember Paul Steele – Delta Protection meeting. Stop sign at 4th and A St.?
- C. Councilmember Iva Walton – Glad to see crosswalk patched.
- D. Vice Mayor Pamela Bulahan – SACOG-remotely; hope to meet in person.
- E. Mayor Eric Pene – Law Enforcement; 3rd meeting coming up.

9. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – Code Enforcement-Dean Dockery. GHAD;1/2 mill in grant funds.
- B. Fire Chief Report – Weed abatements, working with Code Enforcement. 57 Main St. is Red Tagged. Please put on next agenda. We are committed to take care of it. Dean Dockery – Thank you. Plan to educate and communicate and safety. Currently working on Commercial Businesses and ongoing pre-existing violations.

10. CLOSED SESSION

- A. None.

11. ADJOURNMENT

AYES:

NOES:

ABSTAIN:

ABSENT:

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MAYOR, Eric Pene

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

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City of Isleton

City Council
Staff Report

DATE: March 30, 2022

ITEM#: 7.A

CATEGORY: Old Business

ORDINANCE 2022-001 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISLETON COMPLIANCE WITH MANDATORY SB1383 NON-EXEMPT COMPONENTS EDIBLE FOOD PROGRAM REQUIREMENTS, CALGREEN RECYCLING REQUIREMENTS AND REPORTING REQUIREMENTS

SUMMARY

Resolution 2022-001 was adopted on October 12, 2021 to affirm an exemption from the requirements of mandatory organics collection services associated with SB 1383. The California Climate Pollutant Reduction law, Senate Bill 1383 is to reduce disposal of organic wastes in landfills, including edible foods. This Bill also is to reduce greenhouse gas emissions.

The City is exempt from the food collection requirements; however other components of SB 1383 are still applicable to the City beyond the solid waste arena. The State is requiring all agencies comply with implementing a food recovery program. To that end various City and County departments are moving forward with steps to be in compliance with the non-exempt components of the law that fall in their area of responsibility, including:

- Edible Food Recovery Program
- CalGreen Building Standards and Model Water Efficient Landscaping Ordinance (Community Development)
- Recycled Paper Product Procurement (Administration)
- Records maintenance and submittal of reports to CalRecycle (Public Works/Compliance)

DISCUSSION

The Department of Resources Recycling and Recovery (CalRecycle) requires the Cities to adopt an Ordinance to be in compliance with the non-exempt components of the law that fall in their area of responsibility.

CalRecycle administers a program to provide opportunities for the support of new and expanded edible food recovery and food waste prevention projects (food recovered for people or source reduction) in California. Projects must reduce the amount of food being disposed in landfills, thereby helping to achieve the state's short-lived climate pollutant goals.

CalRecycle estimates Isleton is eligible for an estimated \$20,000 funds to implement, maintain and regulate generators for the Edible Food Recovery Program. Staff is requesting City Council

adopt Ordinance 2022-001 to comply with SB 1383 non-exempt components and to receive funding for the Edible Food Recovery Program and any future grant funds.

FISCAL IMPACT

The City will receive \$20,000 to implement, regulate, inspect and maintain an Edible Food Recovery Program.

State of California Recovery		Department of Resources Recycling and Recovery	
SB 1383 Local Assistance Grant Program FY 2021-22 - Funding Estimates			
Jurisdiction Name	Estimated Funding Amount		
Sacramento			
Citrus Heights	\$		116,192
Elk Grove	\$		234,644
Folsom	\$		108,968
Galt	\$		35,275
Isleton	\$		20,000
Rancho Cordova	\$		105,504
Sacramento	\$		677,363
Sacramento County	\$		775,495

RECOMMENDATION

Staff is recommending that the City Council adopt Ordinance 2022-001 to comply with SB 1383 non-exempt components and to receive funding for the Edible Food Recovery Program and any future grant funds.

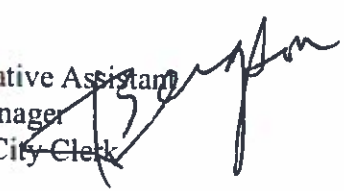
ATTACHMENTS

1. Ordinance 2022-001 An Ordinance of the City Council of the City of Isleton Compliance with Mandatory SB 1383 Non-Exempt Components Edible Food Program Requirements, CalGreen Recycling and Reporting Requirements
2. Calrecycle Jurisdiction Food Recovery Programs

Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, Deputy City Clerk



ORDINANCE 2022-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISLETON
COMPLIANCE WITH MANDATORY SB1383 NON-EXEMPT COMPONENTS
EDIBLE FOOD PROGRAM REQUIREMENTS, CALGREEN RECYCLING
REQUIREMENTS AND REPORTING REQUIREMENTS**

WHEREAS, the City of ISLETON, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets, and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, and

WHEREAS, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA, DOES
HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 5.04 of the of the ISLETON Municipal Code:

Definitions

For the purposes of this Chapter, the following words, terms, phrases, and their derivations have the meanings given herein. Terms defined elsewhere in Title 7 shall have the same meanings herein unless expressly defined in this Chapter. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

- A. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities (and others).
- B. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Article are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- C. "City Enforcement Official" means the city manager, or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing the ordinance.
- D. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.
- E. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 7-1B-1(OOO) and 7-1B-1(PPP) of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- F. "Compliance Review" means a review of records by the City to determine compliance with this Chapter.
- G. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

- H. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Article, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- I. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- J. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- K. "C&D" means construction and demolition debris.
- L. "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Article as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- M. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).
- N. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- O. "Enforcement Action" means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- P. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City

and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, electronic waste, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

- Q. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- R. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- S. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- T. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - a) A food bank as defined in Section 113783 of the Health and Safety Code;
 - b) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and
 - c) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

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

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization

differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

- U. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- V. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, fats, oils, grease, and eggshells.
- W. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- X. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- Y. "Food Waste" means Food Scraps.
- Z. "Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. The body and lid of the 'Gray Container' is black in color for 35, 64, or 95-gallon residential and commercial Solid Waste carts. The body of the 'Gray Container' is blue in color and the lid of the container is black in color for commercial 2, 3, 4, and 6 cubic yard Solid Waste bins.
- (AA) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (BB) "Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (CC) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and

serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

- (DD) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.
- (EE) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (FF) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (GG) "MWELo" refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.
- (HH) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (II) "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
1. Federal facilities located within the boundaries of the City, including the ISLETON Post Office building.
 2. State agencies located within the boundaries of the City, including all Public school locations.
- (JJ) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable

wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

- (KK) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (LL) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (MM) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited.
- (NN) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (OO) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (PP) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (QQ) "Prohibited Container Contaminants" means the following: (a) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (b) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic

Waste for the City's Green Container; (c) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (d) Excluded Waste placed in any container.

- (RR) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (SS) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (TT) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (WW) "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.
- (XX) "Regional or County Agency Enforcement Official" means a regional or county agency enforcement official, designated by the City with responsibility for enforcing the ordinance in conjunction or consultation with City Enforcement Official.
- (YY) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (ZZ) "Route Review" means a visual inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (AAA) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (BBB) "SB 1383 Eligible Mulch" means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Produced at one of the following facilities:

- (a) A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
- (b) A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
- (c) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3, as enforced by Section 6-3-708(a).

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

(DDD) "State" means the State of California.

(EEE) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(FFF) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

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

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

(GGG) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- 1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

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

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

(HHH) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

Requirements for Commercial Edible Food Generators

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 7-1B-5 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 2. Contract with, or enter into a written agreement with, Food Recovery Organizations or Food Recovery Services for: (a) the collection of Edible Food for Food Recovery; or, (b) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 5. Keep records that include the following information, or as otherwise specified in 14 CCR

Section 18991.4:

- (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (1) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (2) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (3) The established frequency that food will be collected or self-hauled.
 - (4) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. No later than March 31st of each year, commencing no later than February 1, 2023 for Tier One Commercial Edible Food Generators and February 1, 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information:
- (a) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (b) The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
 - (c) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (d) Nothing in this Article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code,

relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Requirements for Food Recovery Organizations and Services

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

- C. No later than March 31st of each year, commencing March 31, 2023 Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

A. Food Recovery Capacity Planning

- 1. Food Recovery Services and Food Recovery Organizations. In order

to support Edible Food Recovery capacity planning assessments or other studies conducted by the City or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

Requirements for Haulers and Facility Operators

A. Requirements for Haulers

1. Exclusive franchised hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (a) Through written notice to the City annually on or before March 15TH identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
 - (b) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (c) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, this Article, and City's C&D ordinance.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning.

including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

Procurement Requirements for City Departments, Direct Service Providers, and Vendors

A. Direct Service Providers of landscaping maintenance, renovation, and construction shall:

1. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
2. Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to City, upon completion of projects. Information to be provided shall include:
 - (a) Through written notice to the City annually on or before March 15TH identify the facilities to which they will transport Organic Waste incl
 - (b) General description of how and where the product was used and if applicable, applied;
 - (c) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - (d) Type of product;
 - (e) (d) Quantity of each product, and
 - (f) Invoice or other record demonstrating purchase or procurement.

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

1. If fitness and quality are equal, provide Recycled-Content Paper Products and

Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 10% of the total cost for non-recycled items.

2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
5. Provide records to the City's Recovered Organic Waste Product procurement recordkeeping staff, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 6-3-708(b)(3) and 6-3-708(b)(4) of this Article for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

Compliance with CALGreen Recycling Requirements

- A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.
- B. Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

- C. For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:
1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City's franchise waste hauler, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's C&D regulations, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

Model Water Efficient Landscaping Ordinance Requirements

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new Single-Family, Multi-Family, public, institutional, or Commercial project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section.

The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this Chapter.

Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in 6-3-710(a) above shall:

1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which

requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

- (a) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
- (b) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding

applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

- (c) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in this Section shall consult the full MWELO for all requirements.

- B. If, after the adoption of this Article, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires the City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23CCR, Division 2, Chapter 2.7 shall be enforced.

Inspections and Investigations by City

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

exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Article described herein. Failure to provide or arrange for: (a) access to an entity's premises; or (b) access to records for any Inspection or investigation is a violation of this Article and may result in penalties described.

- C. Any records obtained by a City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Article, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Enforcement

- A. Violation of any provision of this Article shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines set forth in Title 1, Chapter 4 through Chapter 4 B are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- C. Responsible Entity for Enforcement
 - 1. Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official, which may be the city manager, the development services director, or their designated entity, legal counsel, or combination thereof.
 - 2. Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the City, in consultation with City Enforcement Official.
 - (a) City Enforcement Official(s) and Regional or County Agency Enforcement Official will interpret ordinance; determine the

applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

- (b) City Enforcement Official(s) and Regional or County Agency Enforcement Official may issue Notices of Violation(s).

D. Process for Enforcement

1. City Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 7-1B-12 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's Administrative Citation ordinance in Title 1, Chapter 4 through Chapter 4 B.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

5. Penalty Amounts for Types of Violations

Consistent with Section 1-4-5, the penalty levels are as follows:

- (a) For a first violation, the amount of the base penalty shall be \$100 per violation.
- (b) For a second violation, the amount of the base penalty shall be \$200 per violation.
- (c) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

6. Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 7-1B-13 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- Delays in obtaining discretionary permits or other government agency approvals; or,
- Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

E. Appeals Process

Consistent with Section 1-4A-30 through 1-4A-48, persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

F. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City or its Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Article and a notice that

compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

G. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Article, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 7-1B-13, as needed.

Effective Date

This Chapter shall be effective 30-days from the date of its passage.”

SECTION 2. Chapter 5.04 adding Compliance with CalGreen Recycling Requirements Persons applying for a permit from the City for new construction and building additions and alternations shall also comply with the requirements of Section 7-1B-10 (Compliance with CALGreen Recycling Requirements) found in Chapter 1B (Organic Waste Disposal Reduction) of Title 7 (Health and Sanitation).”

SECTION 3. Chapter 5.04 the Isleton Municipal Code is hereby amended to add Section Compost and Mulch Use Requirements.

Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new Single-Family, Multi-Family, public, institutional, or Commercial project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet shall comply with the requirements of Section 7-1B-11 (Model Water Efficient Landscaping Ordinance Requirements) found in Chapter 1B (Organic Waste Disposal Reduction) of Title 7 (Health and Sanitation).”

SECTION 4. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect and be in force thirty (30) days after its passage.

SECTION 7. Publication. The Deputy City Clerk shall certify to the adoption of this Ordinance and shall post or publish this Ordinance as required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of ISLETON this _____ day of _____, 2021, by the following vote:

Ayes:

Noes:

Absent:

Eric Penc, Mayor

ATTEST:

Yvonne Zepeda, Deputy City Clerk

City of Isleton

City Council Staff Report

DATE: March 30, 2022

ITEM#: 7.B

CATEGORY: Old Business

PROPERTY AT 57 MAIN STREET, ISLETON, CALIFORNIA 95641 DIRECT ABATEMENT OF NUISANCE PURSUANT TO CITY OF ISLETON ORDINANCE NO. 309.

SUMMARY

The building addressed at 57 Main Street, APN# 157-0032-027, has been declared a nuisance pursuant to the Isleton Municipal Code. The building has been noticed pursuant to Ordinance 309 pertaining to public nuisances and subsequently cited and fined pursuant to Ordinance 2016-03.

The building owner, has not responded to the eight (8) total notices and citations sent as part of the nuisance abatement process started in 2017. City Staff is now pursuing nuisance abatement procedures pursuant to the Municipal Code which requires Planning Commission to concur that the conditions at 57 Main Street constitute a public nuisance and to give direction to file an order to abate upon the building owner.

The Building Official red tagged building on March 8, 2022. As unsafe and to not enter or occupy.

DISCUSSION

The following conditions at 57 Main Street constitute violations of the Ordinance 309 and have been declared public nuisances:

- Building siding deteriorating, showing rust, and falling off. (Section 2.b)
- Broken or missing windows (Section 2.c)
- Miscellaneous debris viewable from public right of way (Section 2.f)
- General state of abandonment, appears uninhabitable (Section 2.k)
- Building walls are leaning (Section 2.q)
- Squatters, people living in uninhabitable building
- Unsafe fire place does not meet code

City Council is being requested to direct the abatement of this nuisance conditions. Failure to abate within the specified time will cause City Staff to abate the conditions at cost to the property owner. This action includes making the necessary administrative corrections to IMC Chapter 10. (Building and construction) and the necessary legal proceedings.

FISCAL IMPACT

There is no fiscal impact associated with this action.

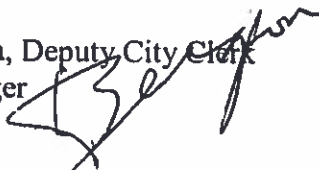
RECOMMENDATION

Staff recommends that City Council direct the abatement of 57 Main Street.

ATTACHMENTS

1. Ordinance 309
2. Notice of Public Nuisance, date March 22, 2022

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

A handwritten signature in black ink, appearing to read "C. Bergson", is written over the printed name of the City Manager.



City of Isleton

101 Second Street P.O. Box 716 Isleton, California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Email: ceo@cityofisleton.com

Date: 03/08/2022

Address: 57 Main Street
Isleton, Ca, 95641

Sacramento County APN: 157-0032-027-0000

In accordance with the City of Isleton Ordinance 309, section 10.16.020 A, B, D, F, K, M, N, O, and U, your property listed above has been declared a nuisance by the City of Isleton. This building has been deemed unsafe to occupy by the city building official and deemed a fire hazard by the fire chief due to the building posing high fire risk potential for both your building and surrounding buildings. This property has been 'Red tagged' as of 03/08/2022 by the building official and the city will be working to have utilities shut off to this address. The City of Isleton will be placing this nuisance on the next available city council meeting agenda to be addressed by the city council. A representative from the city will contact you once a date for this meeting has been set. If you have any questions regarding this nuisance abatement please contact Isleton City Hall at (916)777-7770.

Respectfully,

Dean Dockery

Dean Dockery
Code Enforcement Officer
City of Isleton

CITY OF ISLETON
DEPARTMENT OF BUILDING INSPECTION
REQUEST FOR INSPECTION

Name 3/8/02

Address 57 MAIL ST.

Cross Street W 42

Resid. Comm. Inspector

Phone POSTED AS DWGAPL Rec'd by _____

Date Received _____ Ready for Inspection _____ A.M. P.M.

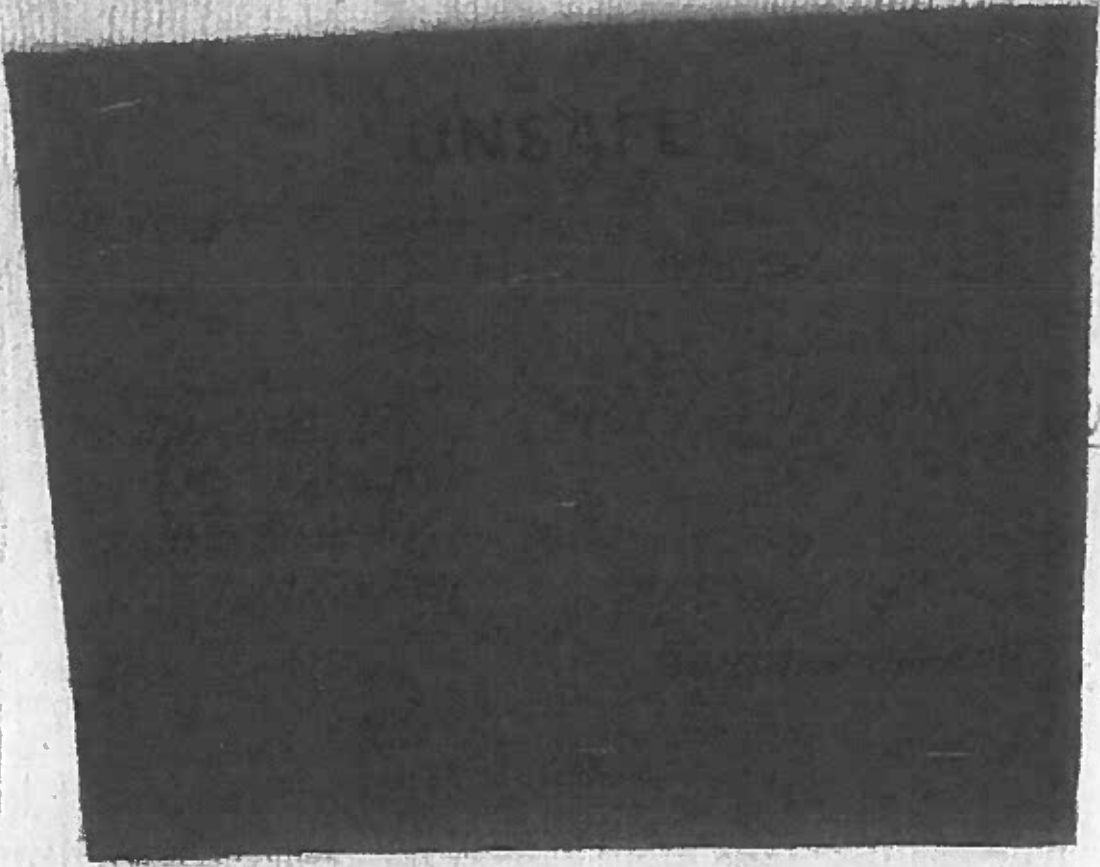
- BUILDING:**
- ___ Foundation / Footing / Form
 - ___ Underfloor Frame
 - ___ Frame / Shearwall
 - ___ Block wall
 - ___ Insulation
 - ___ Exterior Lath
 - ___ Drywall / Sheetrock
 - ___ Fireplace
 - ___ Reinf. Steel
 - ___ Roof Nail
 - ___ MHI
 - ___ MHU
 - ___ Final

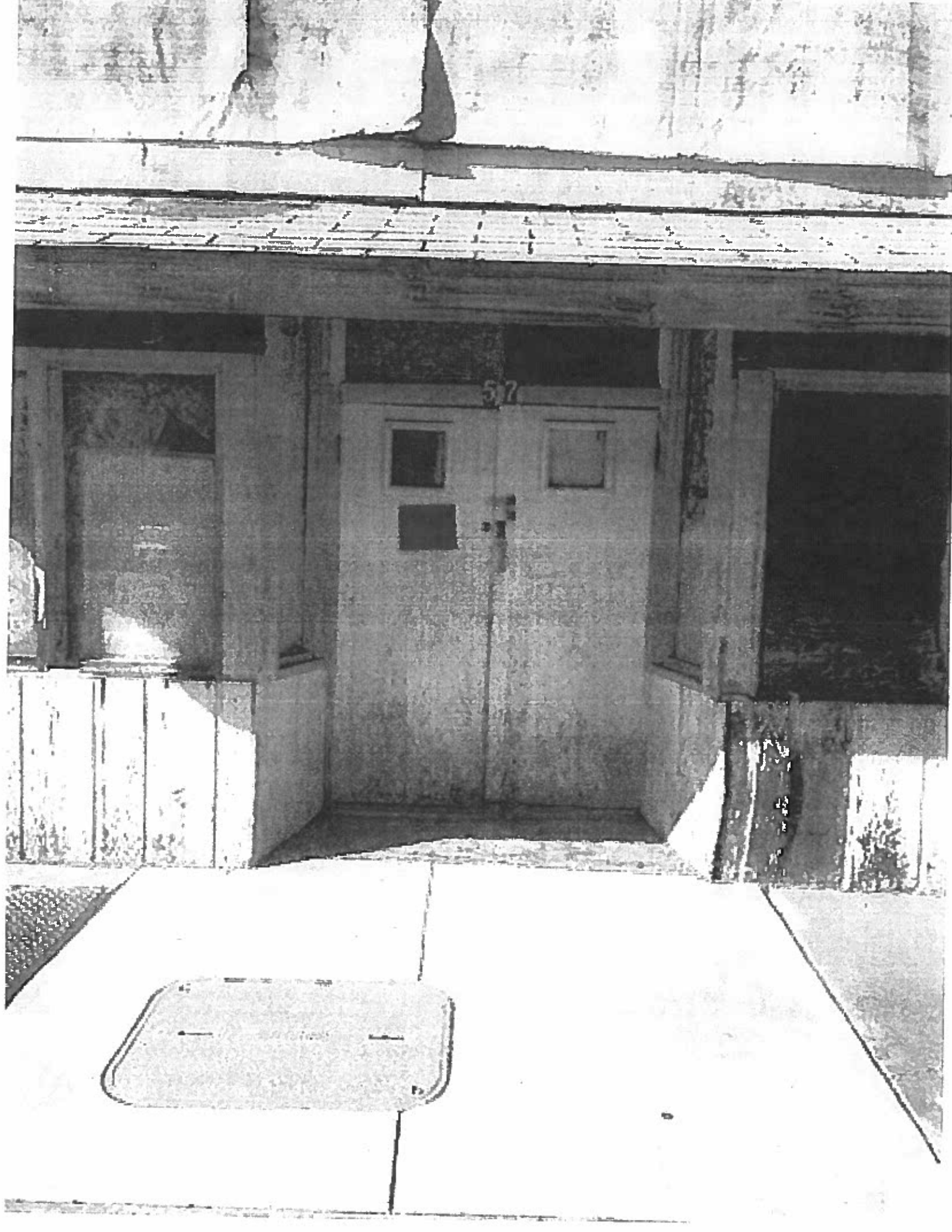
- PLUMBING:**
- ___ Underground
 - ___ Underfloor
 - ___ Rough / Topout
 - ___ Gas Test
 - ___ Water Heater
 - ___ Service
 - ___ Sewer Line
 - ___ Final

- HEAT. & VENT.:**
- ___ Underground
 - ___ Underfloor
 - ___ Rough / Ducts
 - ___ Gas Test
 - ___ Final

- ELECTRIC:**
- ___ Underground
 - ___ Rough
 - ___ T. Pole
 - ___ Power Pole
 - ___ Service
 - ___ Final
 - ___ Cancel B P M E

- MISCELLANEOUS:**
- ___ Information
 - ___ Termite
 - ___ Swimming Pool
 - ___ - Pregunite
 - ___ - Pre Deck
 - ___ - Pre Plaster
 - ___ Solar
 - ___ Wood Stove
 - ___ Final







City of Isleton

101 Second Street

P.O. Box 716

Isleton, California 95641

Tel: 916-777-7770

NOTICE OF HEARING TO ABATE NUISANCE

Samuel G. Sandoval
P. O. Box 206
Isleton, CA 95641

Notice is hereby given that on July 2, 2019 at 6:30, at **101 Second Street**, Isleton, California, the City of Isleton Planning Commission will hold a public hearing to ascertain whether certain property situated in the City of Isleton, State of California, known as 57 Main Street, Isleton, California 95641 ("Property") and particularly described as Sacramento County Assessor's Parcel No. 157-0032-027-0000, constitutes a public nuisance subject to abatement pursuant to City of Isleton Ordinance 309.

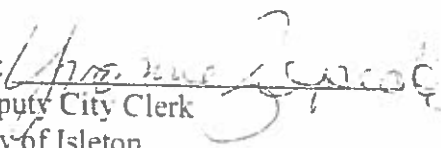
If the Property, in whole or in part, is found to constitute a nuisance as defined in Ordinance 309, and if the same is not properly and timely abated by the owner, the nuisance may be abated by the City, in which case the expenses of such abatement will be assessed upon such Property and such expenses will constitute a lien upon the Property until paid.

The alleged conditions constituting a nuisance consist of the following: the Property shows clear signs of disrepair; the siding is falling off, multiple windows are broken or missing altogether, and the building is leaning towards another structure, endangering neighbors. There are chicken coups in the rear of the Property made of rotting wood and rusting wire which is visibly crumbling. Trash and rotten building materials are stacked behind the building, covering the entirety of the backyard and abutting the Property fence line. All conditions are plainly visible from public rights of way and are fire hazards. These conditions constitute a nuisance under City Ordinance 309, section 2, subsections (b), (c), (d), (f), (k), and (q).

The appropriate methods of abatement are demolishing the building and removing all of the debris.

All persons having an interest in these matters may attend the hearing, when their testimony and evidence will be heard and given due consideration.

Dated this 12th day of June, 2019.

By: 
Deputy City Clerk
City of Isleton



City of Isleton

101 Second Street P.O. Box 716 Isleton, Sacramento Co., California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Email: community@cityofisleton.ca.gov

April 5, 2017

Sandoval, Manuel
P.O. Box 206
Isleton, Ca. 95641


WARNING NOTICE

RE: Property at 57 Main Street, Isleton, Ca. 95641 with Garbage and Debris on Property,
Sec. 2, Sub Sec. D, F, K and Sec. 6, Ordinance No. 309 and Ordinance No. 2016-03

To Mr. Sandoval,

This letter is to inform you that your property located at 57 Main St, Isleton Ca. 95641 has been designated a nuisance. There is debris and a fire hazard on property, pursuant to Section 2, Sub Sec. D, F, K and Section 6, per Ordinance No. 309 and Administrative Citation Ordinance No. 2016-03. You are directed to eliminate this debris and fire hazards within 30 days of this notice on or before May 5, 2017. Should you not correct this violation, you will be subject to further municipal actions and fines. If you have any questions please contact the City of Isleton at 916-777-7770.

Sincerely,


Yvonne Zepeda
Enforcement Officer



City of Isleton

PARCEL # 157-0032-027

4-1-17

ST MAIN

ST MAIN ST. ISLETON, CA

X X

X

HAZARD TO PUBLIC ON SIDEWALK, METAL ON FRONT OF BUILDING TEARING OFF, ROTTEN WOODEN STRUCTURES & DEBRIS BEHIND BUILDING DEVALUING PROPERTY AROUND

Letter sent out on 3/31/17



City of Isleton

-101 Second Street P.O. Box 716 Isleton, Sacramento Co., California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Email: yvonne.zepeda@cityofisleton.com

May 15, 2017

Sandoval, Manuel
P.O. Box 206
Isleton, Ca. 95641

SECOND WARNING NOTICE

RE: Property at 57 Main Street, Isleton, Ca. 95641 with Garbage and Debris on Property,
Sec. 2, Sub Sec. D, F, K and Sec. 6, Ordinance No. 309 and Ordinance No. 2016-03

To Mr. Sandoval.

This letter is to inform you that your property located at 57 Main St. Isleton Ca. 95641 has been designated a nuisance. There is debris and a fire hazard on property, pursuant to Section 2, Sub Sec. D, F, K and Section 6, per Ordinance No. 309 and Administrative Citation Ordinance No. 2016-03. You are directed to eliminate this debris and fire hazards within 30 days of this notice on or before June 15, 2017. Should you not correct this violation, you will be subject to further municipal actions and fines. If you have any questions please contact our office at 916-777-7770.

Sincerely,


Yvonne Zepeda
Enforcement Officer



City of Isleton

101 Second Street / P.O. Box 716 Isleton, Sacramento Co., California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Info: yvonne.zepeda@cityofisleton.com

August 14th, 2017

Manuel Sandoval
P.O. Box 206
Isleton, Ca. 95641

57 Main Street
APN: 157-0032-027
Citation No. 17-01

ADMINISTRATIVE CITATION AND NOTICE TO ABATE

This notice is to inform you that the conditions described below are considered violations of the City of Isleton Municipal Ordinance No. 309 and constitute public nuisance, and are subject to penalties pursuant to City of Isleton Municipal Ordinance No. 2016-03 (Administrative Citation). The City issued warning notices in relation to the violations noted below on 6/6/2017. However, you have failed to abate conditions giving rise to the violations.

Applicable Code	Applicable Code Summary	Violation(s)	Date and Time Violation Observed	Corrective Action Required
Section 2, Sub Sec. D, F, K and Section 6, per Ordinance No. 309	Deterioration of building exterior. Debris noticeable from street. diminution of adjacent property values	Failed to clear debris and Fire hazards—Metal on front of building tearing off, rotten wood debris behind building	3/31/2017 5/16/2017 6/16/2017	Remove stated hazards

You are hereby assessed a fine of \$100 pursuant to Isleton Municipal Code Ordinance No. 2016-03, Chapter 6 for the violations noted above. Payment must be made within thirty (30) days of the date of service of this Administrative Citation and Notice to Abate, to: City of Isleton, Attn: Yvonne Zepeda, 101 2nd Street, Isleton, CA 95641.

Please note that pursuant to Municipal Ordinance No. 2016-03, the fine for a second administrative citation for the same violation within a one-year period is \$500.00 and fine

for a third and subsequent administrative citations for the same violation within a one year period is \$1000.00

We will re-inspect your property on or after 9/14/2017 to verify compliance with this Administrative Citation and Notice to Abate. If the violations are not corrected by the above date, the City will proceed with abatement as authorized in Municipal Ordinance No. 309, Section 6.

FEES FOR NUISANCE ABATEMENT (Isleton Municipal Ordinance No. 309, Section 12)

Expenses for nuisance abatement will be assessed as a lien against the property, and will be made a personal obligation and collected via civil action with local courts.

APPEAL OF ADMINISTRATIVE CITATION

Any recipient of an administrative citation may contest that there was a violation of the City's Ordinances or that he or she is the responsible person by submitting a written request for hearing to the City within ten (10) days from the date of service of this administrative citation, together with hearing fee (\$50 for first citation) to: City of Isleton, Attn: Yvonne Zepeda, 101 2nd Street, Isleton, CA 95641.

A written request for an appeal shall contain the following information:

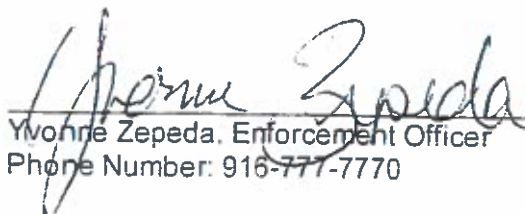
1. Name, address and telephone number of each responsible party who is appealing the Administrative Citation (hereinafter, "appellant").
2. Address and description of real property subject to the administrative citation.
3. Date of administrative citation being appealed.
4. Specific finding of violation being appealed.
5. Grounds for appeal in sufficient detail to enable the Planning Commission to understand the nature of the controversy.
6. The signature of at least one appellant.

The appeal hearing will be held before the Planning Commission and the outcome may be appealed to the City Council. If the City Council reverses the penalty, the hearing fee will be refunded. Please note you may only appeal this Administrative Citation, not any previously issued citations in this matter.

Upon receipt of your appeal request and the hearing fee, the City will schedule an administrative hearing and will send you notice of the hearing date and time at least five (5) days before the hearing. At the hearing, you will have an opportunity to present relevant facts, applicable laws, evidence and analysis demonstrating the merits of your claim or appeal.

If you fail to appeal this Administrative Citation and Notice to Abate as set forth herein, you will have waived the opportunity to contest the imposition of the penalty for the administrative citation. However, if the City proceeds with abatement, you will still have an opportunity to contest the abatement proceedings at a hearing before the Planning commission.

Dated: This 14th day of August, 2017


Yvonne Zepeda, Enforcement Officer
Phone Number: 916-777-7770



City of Isleton

101 Second Street / P.O. Box 716 Isleton, Sacramento Co., California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Info: yvonne.zepeda@cityofisleton.com

October 17th, 2017

Manuel Sandoval
P.O. Box 206
Isleton, Ca. 95641

57 Main Street
APN: 157-0032-027
Citation No. 17-01

SECOND ADMINISTRATIVE CITATION AND NOTICE TO ABATE

This notice is to inform you that the conditions described below are considered violations of the City of Isleton Municipal Ordinance No. 309 and constitute public nuisance, and are subject to penalties pursuant to City of Isleton Municipal Ordinance No. 2016-03 (Administrative Citation). The City issued warning notices in relation to the violations noted below on 6/6/2017. However, you have failed to abate conditions giving rise to the violations.

Applicable Code	Applicable Code Summary	Violation(s)	Date and Time Violation Observed	Corrective Action Required
Section 2. Sub Sec. D, F, K and Section 6. per Ordinance No. 309	Deterioration of building exterior. Debris noticeable from street. diminution of adjacent property values	Failed to clear debris and Fire hazards—Metal on front of building tearing off, rotten wood debris behind building	3/31/2017	Remove stated hazards
			5/16/2017	
			6/16/2017	
			10/16/2017	

You are hereby assessed a fine of \$500 pursuant to Isleton Municipal Code Ordinance No. 2016-03, Chapter 6 for the violations noted above. Payment must be made within thirty (30) days of the date of service of this Administrative Citation and Notice to Abate, to: City of Isleton, Attn: Yvonne Zepeda, 101 2nd Street, Isleton, CA 95641.

Please note that pursuant to Municipal Ordinance No. 2016-03, the fine for a second administrative citation for the same violation within a one-year period is \$500.00 and fine

for a third and subsequent administrative citations for the same violation within a one year period is \$1000.00

We will re-inspect your property on or after 11/18/2017 to verify compliance with this Administrative Citation and Notice to Abate. If the violations are not corrected by the above date, the City will proceed with abatement as authorized in Municipal Ordinance No. 309, Section 6.

FEES FOR NUISANCE ABATEMENT (Isleton Municipal Ordinance No. 309, Section 12)

Expenses for nuisance abatement will be assessed as a lien against the property, and will be made a personal obligation and collected via civil action with local courts.

APPEAL OF ADMINISTRATIVE CITATION

Any recipient of an administrative citation may contest that there was a violation of the City's Ordinances or that he or she is the responsible person by submitting a written request for hearing to the City within ten (10) days from the date of service of this administrative citation, together with hearing fee (\$50 for first citation) to: City of Isleton, Attn: Yvonne Zepeda, 101 2nd Street, Isleton, CA 95641.

A written request for an appeal shall contain the following information:


1. Name, address and telephone number of each responsible party who is appealing the Administrative Citation (hereinafter, "appellant").
2. Address and description of real property subject to the administrative citation.
3. Date of administrative citation being appealed.
4. Specific finding of violation being appealed.
5. Grounds for appeal in sufficient detail to enable the Planning Commission to understand the nature of the controversy.
6. The signature of at least one appellant.

The appeal hearing will be held before the Planning Commission and the outcome may be appealed to the City Council. If the City Council reverses the penalty, the hearing fee will be refunded. Please note you may only appeal this Administrative Citation, not any previously issued citations in this matter.

Upon receipt of your appeal request and the hearing fee, the City will schedule an administrative hearing and will send you notice of the hearing date and time at least five (5) days before the hearing. At the hearing, you will have an opportunity to present relevant facts, applicable laws, evidence and analysis demonstrating the merits of your claim or appeal.

If you fail to appeal this Administrative Citation and Notice to Abate as set forth herein, you will have waived the opportunity to contest the imposition of the penalty for the administrative citation. However, if the City proceeds with abatement, you will still have an opportunity to contest the abatement proceedings at a hearing before the Planning commission.

Dated: This 17th day of October, 2017



Yvonne Zepeda, Enforcement Officer
Phone Number: 916-777-7770



City of Isleton

101 Second Street / P.O. Box 716 Isleton, Sacramento Co., California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Info: yvonne.zepeda@cityofisleton.com

December 27th, 2017

Manuel Sandoval
P.O. Box 206
Isleton, Ca. 95641

57 Main Street
APN: 157-0032-027
Citation No. 17-01

THIRD ADMINISTRATIVE CITATION AND NOTICE TO ABATE

This notice is to inform you that the conditions described below are considered violations of the City of Isleton Municipal Ordinance No. 309 and constitute public nuisance, and are subject to penalties pursuant to City of Isleton Municipal Ordinance No. 2016-03 (Administrative Citation). The City issued warning notices in relation to the violations noted below on 6/6/2017. However, you have failed to abate conditions giving rise to the violations.

Applicable Code	Applicable Code Summary	Violation(s)	Date and Time Violation Observed	Corrective Action Required
Section 2. Sub Sec. D. F. K and Section 6 per Ordinance No. 309	Deterioration of building exterior. Debris noticeable from street. diminution of adjacent property values	Failed to clear debris and Fire hazards--Metal on front of building tearing off rotten wood debris behind building	3/31/2017 5/16/2017 6/16/2017 10/16/2017	Remove stated hazards

You are hereby assessed a fine of \$1000 pursuant to Isleton Municipal Code Ordinance No. 2016-03, Chapter 6 for the violations noted above. Payment must be made within thirty (30) days of the date of service of this Administrative Citation and Notice to Abate to City of Isleton. Attn: Yvonne Zepeda, 101 2nd Street, Isleton, CA 95641.

Failure to pay fine with thirty (30) days of notice will result in payment being considered late. If payment is late, the amount of the fine will be doubled. (Ordinance No. 2016-03 Chapter 8)

We will re-inspect your property on or after 1/28/2018 to verify compliance with this Administrative Citation and Notice to Abate. If the violations are not corrected by the above date the City will proceed with abatement as authorized in Municipal Ordinance No. 309, Section 6.

FEES FOR NUISANCE ABATEMENT (Isleton Municipal Ordinance No. 309, Section 12)

Expenses for nuisance abatement will be assessed as a lien against the property, and will be made a personal obligation and collected via civil action with local courts.

APPEAL OF ADMINISTRATIVE CITATION

Any recipient of an administrative citation may contest that there was a violation of the City's Ordinances or that he or she is the responsible person by submitting a written request for hearing to the City within ten (10) days from the date of service of this administrative citation, together with hearing fee (\$50 for first citation) to: City of Isleton, Attn: Yvonne Zepeda, 101 2nd Street, Isleton, CA 95641.

A written request for an appeal shall contain the following information:

1. Name, address and telephone number of each responsible party who is appealing the Administrative Citation (hereinafter, "appellant").
2. Address and description of real property subject to the administrative citation.
3. Date of administrative citation being appealed.
4. Specific finding of violation being appealed.
5. Grounds for appeal in sufficient detail to enable the Planning Commission to understand the nature of the controversy.
6. The signature of at least one appellant.

The appeal hearing will be held before the Planning Commission and the outcome may be appealed to the City Council. If the City Council reverses the penalty, the hearing fee will be refunded. Please note you may only appeal this Administrative Citation, not any previously issued citations in this matter.

Upon receipt of your appeal request and the hearing fee, the City will schedule an administrative hearing and will send you notice of the hearing date and time at least five (5) days before the hearing. At the hearing, you will have an opportunity to present relevant facts, applicable laws, evidence and analysis demonstrating the merits of your claim or appeal.

If you fail to appeal this Administrative Citation and Notice to Abate as set forth herein, you will have waived the opportunity to contest the imposition of the penalty for the administrative citation. However, if the City proceeds with abatement, you will still have an opportunity to contest the abatement proceedings at a hearing before the Planning commission.

Dated: This 27th day of December, 2017


Yvonne Zepeda, Enforcement Officer



City of Isleton

101 Second Street

P.O. Box 716

Isleton, California 95641

Tel: 916-777-7770

FINAL NOTICE

June 12, 2019

Samuel Sandoval
P. O. Box 206
Isleton, CA 95641

Re: Property at 57 Main Street, Isleton, California 95641 deemed Nuisance Pursuant to City of Isleton Ordinance 309

To Mr. Sandoval.

This letter is your final notice that your property located at 57 Main Street, Isleton, California 95641 ("Property") has been deemed a nuisance pursuant to City of Isleton Ordinance 309 ("Ordinance 309"). The Property conditions, including the deterioration of the building exterior and debris piles noticeable from the street, exist in violation of Ordinance 309 section 2, subsections (b), (c), (d), (f), (k), and (q) and section 6, as detailed in the table below.

Applicable Code Section	Applicable Code Summary	Violations	Corrective Action Required
Ord. 309, § 2, subd. (b)	Deterioration of Building Exterior	Building siding falling off, showing rust	Repair and or remove building siding or otherwise remove the stated hazard
Ord. 309, § 2, subd. (c)	Broken windows constituting hazards	Windows are broken or missing altogether	Repair and or replace windows or otherwise remove the stated hazard
Ord. 309, § 2, subd. (d)	Deterioration of Building	Building siding falling off, showing rust	Repair and or remove building siding or otherwise remove the stated hazard
Ord. 309, § 2, subd. (f)	Noticeable Debris	Trash and rotting building materials stacked, covering the entire backyard; chicken coops in disrepair, made of rotting wood and rusted wire	Remove building debris and chicken coop or otherwise remove the stated hazard
Ord. 309, § 2, subd. (k)	Property Maintenance Depreciating	Property appears abandoned and uninhabitable	Remove the stated hazards

	Other Property Values		
Ord. 309, § 2, subd. (q)	Walls Constitute a Hazard	Building walls are leaning. threatening collapse	Reinforce building walls or otherwise remove the stated hazard

Notice has been provided to you at least at the following dates via mail:

- April 5, 2017
- May 15, 2017
- June 16, 2017
- August 14, 2017
- October 17, 2017
- December 27, 2017

A copy of each of these notices is attached to this letter.

Pursuant to Ordinance 309 section 5, the City directs that you abate this nuisance by securing the building and removing the debris with 15 days of this notice or before June 27, 2019.

In the event that you do not abate the nuisance in this timeframe, the City will take action to abate the nuisance, the expenses for which will be assessed upon the Property and constitute a lien upon the Property until paid. In accordance with Ordinance 309, section 6, the City Planning Commission will hold a Hearing to Abate Nuisance July 2, 2019, A notice for this meeting is also attached.

Sincerely,



Yvonne Zepeda
Enforcement Officer
City of Isleton



City of Isleton

101 Second Street / P.O. Box 716 Isleton, California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Info: yvonne.zepeda@cityofisleton.com

CITY OF ISLETON PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City of Isleton City Council will hold a public hearing on Tuesday, January 28, 2020, at 6:30 p.m. at Isleton City Hall, 101 Second St., to consider the following:

1. PROPERTY AT 57 MAIN STREET, ISLETON, CALIFORNIA 95641, DEEMED NUISANCE PURSUANT TO CITY OF ISLETON ORDINANCE NO. 309.

All interested persons are invited to present testimony on the matter at the meeting, and or submit written comments prior to the meeting. Submit any written comments to Yvonne Zepeda, City of Isleton, 101 Second St., Isleton, CA 95641 or by e-mail at yvonne.zepeda@cityofisleton.com. Copies of the staff report are available for review at City Hall.

If you require special accommodations in order for you to attend or participate in this public meeting process, please contact the City Clerk at (916) 777-7770 or by e-mail at yvonne.zepeda@cityofisleton.com well in advance of the public hearing so that we may make every reasonable effort to accommodate you.

POSTED: January 21, 2020
By: Yvonne Zepeda
Deputy City Clerk

City of Isleton

City Council
Staff Report

DATE: March 30, 2022

ITEM#: 7.C

CATEGORY: Old Business

CITY COUNCIL VACANCY – SACRAMENTO COUNTY GRAND JURY REPORT FEBRUARY 7, 2022

STATUS REPORT:

1. SOLICITING APPLICATIONS FOR VACANT SEAT UNTIL APRIL 7, 2022.
2. REVIEW AND COMMENT ON DRAFT RESPONSE TO SACRAMENTO COUNTY GRAND JURY.

SUMMARY

The City is in receipt of a Grand Jury Report from the Sacramento County Superior Court dated February 7, 2022 regarding the vacant City Councilmember seat. The Grand Jury is directing that the City fill the vacancy or call a special election by June 30, 2022. The Grand Jury is also directing that the Council respond to this report within ninety days.

DISCUSSION

At its June 22, 2021 the Council declined to appoint a fifth councilmember to fill the vacant Council seat. This Grand Jury report was received February 14, 2022.

The Grand Jury report calls for the Council to a) respond to each grand jury finding (there are five), b) response to each grand jury recommendation (there are two), and c) address the budgeting or personal impacts associated with the findings and recommendations.

Attached for background is the City Attorney's report from last June on the matter of filling the Council vacancy (attachment 1). The options presented in their June 2021 report are, in general, relevant today and continue to be available to the City. These are:

- 1 - Conduct an application/appointment process as a full Council.
- 2 - Conduct an application/appointment process with the subcommittee recommending an appointee.
- 3 - Hold a special election by all-mail ballot.
- 4 - Hold a special election by regular balloting on November 8, 2022
- 5 - Take no action.

Staff is recommending that Council pursue Option 1. It is recommended that the Council can direct the solicitation of applicants, and that applications be submitted to the City no later than May 31, 2022. This is directed to happen prior to June 30th, 2022. The appointee would hold the seat until the next municipal election on November 8, 2022.

Separately, Staff and the City Attorney are preparing the City response for the Grand Jury. A draft of this response will be presented to Council within the next thirty days and in advance of the ninety day deadline.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

That the City Council direct letter response to Sacramento County Grand Jury.

ATTACHMENTS

- 1 – Superior Court of California, County of Sacramento, Grand Jury Report of February 7, 2022
- Isleton City Council Violates State Election Laws
- 2 - Draft letter from City of Isleton to Sacramento County Superior Court regarding its Grand Jury Report of June 7, 2022.

Submitted by: Yvonne Zepeda, Deputy City Clerk __

Reviewed by: Charles Bergson, City Manager __



02/14/22

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
Grand Jury

Deanna Hanson
Foreperson

Tina Bonilla

February 7, 2022

Francis Bremson

Christina Budwine

Isleton City Council
City of Isleton
P.O. Box 716
Isleton, CA 95641

Jeannine English

Stephen Holland

Dear Members

Rachel Kaldor

Re: Grand Jury Report – Isleton City Council Violates State Election Laws

Gregg Magaziner

Barbara Marquez

On behalf of the 2021-2022 Sacramento County Grand Jury, I am providing to members of the Isleton City Council, the enclosed report. This report will be released to the public on February 10, 2022 and is being provided to you in advance of its general release pursuant to Penal Code section 933.05, subdivision (1), which provides:

Douglas Scott
McDonald

*A grand jury shall provide to the affected agency a copy of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.*** It is very important that you comply with this confidentiality requirement.

Brian McElroy

Patricia Murray-Turner

James Parvis

The Penal Code also prescribes the obligations of a governing board or elected county official with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to those recommendations and to the supporting findings, as directed in the report.

Marc Remis

Jill Sherrill

Ken Smith

Olivia Washington

The time within which to respond is prescribed by subdivision (c) of Penal Code section 933, which states in relevant part:

Norval Wellsfry

Gregory Williams

No later than 90 days after the grand jury submits a final report on the operations of any public agency, the governing body of the public agency, shall comment to the presiding judge of the superior court on the findings

and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All such comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury.

The Penal Code also prescribes the content of your responses. Subdivisions (a) through (c) of the Penal Code 93305 state:

- (a) For purposes of subdivision (b) of Section 933, as to **each grand jury finding**, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed **and shall include an explanation of the reasons therefor.**
- (b) For purposes of subdivision (b) of Section 933, as to **each grand jury recommendation**, the responding person or entity shall report on of the following:
 - (1) The recommendation has been implemented, **with a summary regarding the implemented action.**
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, **with a time frame for implementation.**
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, **and a time frame for the matter to be prepared for discussion** by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation therefor.**
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the department head and the board of supervisors shall respond if requested by the grand jury, but the response to the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

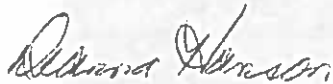
Please be aware that your responses will be a matter of public record and widely read by both community members and local media. Therefore, it is important that your responses be as clear and specific as possible. A response that is vague, does not provide a clear explanation of any action that has or will be taken, or that does not include a specific time frame for implementation, is either helpful nor legally sufficient. Furthermore, if a response does not comply with the applicable provisions of the California Penal Code, you may be directed by the presiding judge to provide an amended response.

Please send your response addressed to Honorable Michael Bowman, Presiding Judge, Sacramento County Superior Court, 720 9th Street, Sacramento, CA 95814, with a copy to Ms. Erendira Tapia-Bouthillier, Grand jury within the time period provided in subdivision (c) of Penal Code section 933 (see above).

This Grand Jury report and the responses will be posted on the Grand Jury's website ([Grand Jury Reports: Sacramento Superior Court \(ca.gov\)](#)). We would appreciate receiving an electronic copy, as well as a signed hard copy, of your response. You may email a copy to TapiaE@saccourt.ca.gov.

Thank you for your cooperation in providing a meaningful and timely response.

Sincerely,



Deanna Hanson- Foreperson
2021-2022 Sacramento County Grand Jury

ISLETON CITY COUNCIL VIOLATES STATE ELECTION LAWS



City of Isleton
Photo credit: Sarah Stierch (CC BY 4.0)

SUMMARY

A Sacramento County Grand Jury investigation, prompted by a citizen complaint, has found that the Isleton City Council violated State of California law and ignored voter concerns by failing to properly fill a council seat following the death of one of its members in April 2021. The position remains empty at the start of 2022 and could potentially go unfilled for the entire year, diluting the public's representation in government.

The Isleton City Council is comprised of five council members elected by voters to four-year staggered terms. The City of Isleton also employs a City Manager and a City Attorney. On April 23, 2021, one of the Isleton City Council members unexpectedly passed away leaving a vacancy. Government Code section 36512(b) requires that a vacancy on a city council be filled by either appointment or by calling for a Special Election within 60 days from the date of the vacancy. The City of Isleton posted to its website a "Notice of Appointment" instructing applicants to submit a Letter of Interest. The Notice specifically stated that an appointment would be made at the city council meeting on June 22, 2021.

The Isleton City Council subsequently received Letters of Interest from three applicants. While no mention was made regarding their individual qualifications during the June 22, 2021 council meeting, the four remaining council members stated that they did not want to appoint anyone to the vacant position. At this same meeting, the Council was given two critical pieces of information:

1. It would cost \$32,000 to hold a mail-in Special Election.
2. Failure to fill the vacancy by either Special Election or appointment would be a violation of state law.

Even in the face of these requirements, the Council voted unanimously to leave the seat vacant.

The Sacramento County Grand Jury finds that while the City of Isleton did initially appear to work toward meeting the requirements set forth in the Government Code, they violated state law and did not adequately explore options available to them to remedy the situation; a disservice to the residents of Isleton. Further, if an appointment is not made or a Special Election held, the opportunity for Isleton voters to fill the position will not occur until its next election in November 2022.

The Sacramento County Grand Jury recommends that the Isleton City Council appoint a person to fill the vacancy on the Isleton City Council by June 30, 2022. If the City Council fails to make an appointment, a Special Election should be held.

BACKGROUND

The Sacramento County Grand Jury received a citizen complaint on August 15, 2021, alleging that the Isleton City Council, at its June 22, 2021, meeting, unanimously agreed not to fill a vacant city council seat. An investigation was approved by the Sacramento County Grand Jury on September 23, 2021.

Isleton City Council Member Barbara Dockery passed away on April 23, 2021. On June 3, 2021, the City of Isleton posted on its website a "Notice of Appointment to the City Council of the City of Isleton." The Notice instructed potential applicants to submit a Letter of Interest to Isleton City Hall by June 18, 2021, at noon. The Notice specifically stated, "Appointments will be made at the City Council Meeting of Tuesday, June 22, 2021, at 6:30 P.M." This notice was posted 20 days prior to the city council meeting.

During the June 22, 2021 Isleton City Council meeting, the City Council members were advised for the first time by the City Manager and the City Attorney that the County Registrar of Voters estimated the cost of holding a Special Election to be \$32,000 for an all-mail ballot election on November 2, 2021. Although there was no estimate made for a precinct election with in-person polling places as well as mail-in ballots, it was presumed that the cost would be even greater than conducting a mail-in ballot election. The elected person would serve out deceased Council Member Dockery's term to November 2024. Since there was no state election occurring on November 2, 2021, the City of Isleton would bear the entire \$32,000 cost to run the election. The \$32,000 would have come from Isleton's general fund. With 367 registered voters, the cost for the Special Election would be nearly \$100 per voter.

METHODOLOGY

During its investigation, the Sacramento County Grand Jury conducted several interviews and reviewed numerous documents, websites, and recordings including, but not limited to:

- Notice of Appointment to the City Council of the City of Isleton dated June 3, 2021
- Letters of Interest to the City Council of the City of Isleton from three candidates
- City of Isleton Staff Reports dated May 25, 2021, June 8, 2021, and June 22, 2021
- City of Isleton Regular City Council Meeting Minutes dated Tuesday, June 22, 2021
- Audio tape of the City of Isleton City Council Meeting dated Tuesday, June 22, 2021
- City of Isleton Press Release dated April 28, 2021

DISCUSSION

Both a City of Isleton Staff Report, dated June 22, 2021, and the Isleton City Attorney recommended that the City Council appoint a new council member to fill its vacant seat. At its council meeting on that same date, the Isleton City Attorney was asked specifically by a council member if the Council could leave the position vacant until the scheduled general election in November 2022. The City Attorney specifically stated that he would not give that advice, because “it was not supported by the Elections Code.” The City Attorney further advised the Council that by having only four votes on the City Council, it could yield split decisions and open the Council up to legal challenges.

Four citizens spoke during the public comment period at the meeting. All four citizens recommended that the City Council appoint a replacement to fill the vacancy. All four of the Isleton citizens voiced concerns about the cost of a \$32,000 Special Election which had not been anticipated. They preferred to be represented by a City Council consisting of five members rather than only four members.

During its probe into the Isleton City Council’s unanimous vote, the Sacramento County Grand Jury learned that Government Code section 36512 does not provide any penalty for a city council ignoring its mandate to either appoint or call for a Special Election to fill a vacancy. The Sacramento County Grand Jury also reviewed an analogous provision in Government Code section 1780(f)(1). It provides that if a vacancy occurs to a governing board of a special district (such as an energy district, water district, school district, etc.), and the vacancy is not filled by appointment or by calling for a Special Election within 60 days of the vacancy, then the City Council or the County Board of Supervisors may appoint a person to fill the vacancy. The California State legislature, however, did not provide a similar remedy in Government Code section 36512. There is no comparable provision in Government Code section 36512 allowing the Sacramento County Board of Supervisors to make an appointment to fill the Isleton City Council vacancy.

During the June 22, 2021, Council meeting, the Isleton City Attorney explained the fact that there was no penalty for doing nothing. Consequently, the Isleton City Manager ignored the recommendation of the Staff Report dated June 22, 2021, the advice of the City Attorney, and the input from four concerned citizens and proposed that the City Council “do not appoint” anyone to fill the vacancy.

The Grand Jury determined that this lack of a penalty appeared to be a major factor in the Council's decision to ignore the law and violate the requirements of Government Code section 36512. The City Council voted unanimously (4 to 0) to not call for a Special Election and to not appoint a new member to the vacant board seat.

The following discussion identifies the laws, and codes under which the Isleton City Council must operate, as well as an accounting of the steps taken by the City Council in addressing the vacant City Council seat.

Government Code sections 36512(b) and (d)

California Government Code section 36512 states:

“(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. . . (Emphasis added.)

(d) (1) Notwithstanding subdivision (b) and Section 34902, an appointment shall not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. The vacancy shall be filled in the manner provided by this subdivision.

(2) The city council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call.

(3) If the city council does not call an election pursuant to paragraph (2), the vacancy shall be filled at the next regularly established election date.”

The City of Isleton Code of Conduct

The City of Isleton Code of Conduct for Isleton City Council Members, effective January 24, 2008, states:

“2. Dedicated Service in Compliance with the Law:

City Council members will not exceed their authority, breach the law or City policy, nor ask others to do so. They will work in cooperation with each other, other public officials, and staff.”

Isleton City Council Membership

The Isleton City Council is comprised of five City Council members who are each elected by the voters for four-year staggered terms. Elections are held every two years for Council seats whose terms have expired.

The present Isleton City Council consists of the following individuals:

Isleton Mayor
Isleton Vice Mayor
City Council Member
City Council Member
City Council Member

Eric Pene (re-elected in 2018)
Pamela Bulahan (elected in 2018)
Paul Steele (elected in 2020)
Iva Walton (elected in 2018)
Vacant

Another relevant city employee is Charles Bergson, the Isleton City Manager. The City is represented by the law firm of Kronick Moskovitz Tiedemann and Girard.

FINDINGS

- F1.** The Isleton City Council violated Government Code section 36512(b) by failing to appoint and/or failing to call for a Special Election to replace a vacancy on the Isleton City Council.
- F2.** The Isleton City Council disregarded Government Code section 36512(b), the advice of its City Attorney, the advice contained in the Staff Report dated June 22, 2021, and recommendations of several citizens during the June 22, 2021 City Council Meeting when it failed to appoint and/or failed to call for a Special Election to fill a vacancy on the City Council.
- F3.** Failure of the Isleton City Council to follow the mandate of Government Code section 36512(b) was a breach of the City of Isleton Code of Conduct for City Council Members.
- F4.** Failure to appoint a person to fill the vacancy on the Isleton City Council dilutes the public's representation in government since there is one fewer Council Member to express views, opinions, ideas, and diverse opinions as well as potentially resulting in split decisions which would inhibit the Council from making appropriate decisions.
- F5.** The lack of a penalty provision for failure to comply with Government Code section 36512(b) motivated the Isleton City Council to ignore the mandatory requirement to either appoint or call for a Special Election to fill the vacancy on the City Council and leave its constituency with no redress.

RECOMMENDATIONS

- R1. The Isleton City Council should appoint a person to fill the vacancy on the Isleton City Council by June 30, 2022.
- R2. If the Isleton City Council fails to appoint a replacement by June 30, 2022, a Special Election should be held.

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

From the following elected county officials within 60 days:

- Isleton City Council
City of Isleton
P.O. Box 716
Isleton, CA 95641

Mail or deliver a hard copy response to:

- Hon. Michael Bowman
Presiding Judge
Sacramento County Superior Court
720 9th St.
Sacramento, CA 95814

Please email a copy of this response to:

- Ginger Durham
Jury Commissioner
DurhamG@saccourt.ca.gov
- Ms. Erendira Tapia-Bouthillier
Grand Jury
TapiaE@saccourt.ca.gov

INVITED RESPONSES

- Charles Bergson, Isleton City Manager
City of Isleton
P.O. Box 716
Isleton, CA 95641
- Bill Dodd, State Senator
Senate District 3
1021 O Street, Suite 6620
Sacramento, CA 95814-4900
- Vacant, State Assemblymember
Assembly District 11
1021 O Street, Suite 5150
Sacramento, CA 95814-4900
- California State Senate Committee on Elections and Constitutional Amendments
State Capitol, Room 409/410
Sacramento, CA 95814
- California State Assembly Committee on Elections
1020 N Street, Room 365
Sacramento, California 95814
- Kronick Moskovitz Tiedemann and Girard
1331 Garden Hwy, 2nd Floor
Sacramento, CA 95833

Mail or deliver a hard copy response to:

- Hon. Michael Bowman
Presiding Judge
Sacramento County Superior Court
720 9th St.
Sacramento, CA 95814

Please email a copy of this response to:

- Ginger Durham
Jury Commissioner
DurhamG@saccourt.ca.gov
- Ms. Erendira Tapia-Bouthillier
Grand Jury
TapiaE@saccourt.ca.gov

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.



CITY OF ISLETON

101 2nd Street
Isleton, CA 95641
916-777-7770

[date], 2022

VIA E-MAIL AND U.S. MAIL

Honorable Michael Bowman
Presiding Judge
Sacramento County Superior Court
709 9th Street
Sacramento, CA 95814

Copy to:
Sacramento County Board of Supervisors
BoardClerk@saccounty.net

Ginger Durham
Jury Commission, County of Sacramento
DurhamG@saccourt.ca.gov

Erendira Tapia-Bouthillier
Grand Jury, County of Sacramento
TapiaE@saccourt.ca.gov

**Re: Grand Jury Report – Isleton City Council Violates State Election Laws dated
February 7, 2022**

Dear Judge Bowman,

On February 7, 2022, the City of Isleton ("City") received a report from the 2021-2022 Sacramento County Grand Jury ("Grand Jury") entitled *Grand Jury Report – Isleton City Council Violates State Election Laws* ("Grand Jury Report"). Pursuant to California Penal code section 933 and 933.05, the Grand Jury required that the Isleton City Council respond to the Grand Jury Report and invited Isleton City Manager, Charles Bergson, to respond.

The attached response is drafted in compliance with Penal Code sections 933 and 933.05 on behalf of both the Isleton City Council and City Manager Charles Bergson.

Sincerely,

Eric Pene
Mayor

Pamala Bulahan
Councilmember

Paul Steele
Councilmember

Iva Walton
Councilmember

A. RESPONSE TO FINDINGS

1. **F1 – The Isleton City Council violated Government Code section 36512(b) by failing to appoint and/or failing to call for a Special Election to replace a vacancy on the Isleton City Council.**
 - (a) The City Council **AGREES** with this finding.

2. **F2 – The Isleton City Council disregarded Government Code section 36512(b), the advice of its City Attorney, the advice contained in the Staff Report dated June 22, 2021, and recommendations of several citizens during the June 22, 2021 City Council Meeting when it failed to appoint and/or failed to call for a Special Election to fill a vacancy on the City Council.**
 - (a) The City Council **AGREES** with this finding.

3. **F3 – Failure of the Isleton City Council to follow the mandate of Government Code section 36512(b) was a breach of the City of Isleton Code of Conduct for City Council Members.**
 - (a) The City Council **AGREES** with this finding. Pursuant to the City of Isleton Code of Conduct for City Council Members, effective January 24, 2008, each City Council member is obliged to comply with the mandates of law.

4. **F4 – Failure to appoint a person to fill the vacancy on the Isleton City Council dilutes the public's representation in government since there is one fewer Council Member to express views, opinions, ideas, and diverse opinions as well as potentially resulting in split decisions which would inhibit the Council from making appropriate decisions.**
 - (a) The City Council **AGREES** with this finding.

5. **F5 – The lack of a penalty provision for failure to comply with Government Code section 36512(b) motivated the Isleton City Council to ignore the mandatory requirement to either appoint or call for a Special Election to fill the vacancy on the City Council and leave its constituency with no redress.**
 - (a) The City Council **AGREES** with this finding.

B. RESPONSE TO RECOMMENDATIONS

1. **R1 – The Isleton City Council should appoint a person to fill the vacancy on the Isleton City Council by June 30, 2022.**
 - (a) The City Council **HAS NOT IMPLEMENTED** this recommendation, but will within the timeline allowed. The City Council anticipates appointing a person to fill the vacancy before June 30, 2022. To do so, on or before June 30, 2022, the City

Council will identify eligible and interested candidates by application. Then, on or before June 30, 2022, the City Council will select a person to fill the vacancy from that pool of eligible and interested candidates. The candidate who receives a majority of votes from City Council members will be the person chosen to fill the vacancy. If no candidate receives a majority, the decision will be made by a coin toss between the two candidates with the most votes.

2. **R2 – If the Isleton City fails to appoint a replacement by June 30, 2022, a Special Election should be held.**
 - (a) The City Council **HAS NOT IMPLEMENTED** this recommendation. If the City Council fails to appoint a person to fill the vacancy on the Isleton City Council on or before June 30, 2022 in the manner described above, the City Council will call for a Special Election in compliance with the Government Code and Elections Code at the regular City Council meeting in July 2022.

City of Isleton

City Council Staff Report

DATE: March 30, 2022

ITEM#: 7.D

CATEGORY: Old Business

ISLETON BOAT LAUNCHING FACILITY PROJECT CONTRACT- DIVISION OF BOATING AND WATERWAYS DESIGN GRANT; APPROVE

SUMMARY

Last year the City Council adopted Resolution 001-21 of the City of Isleton in Sacramento County Authorizing City Manager to submit application for Funding from the Division of Boating and Waterways (DBW), Harbors and Watercraft Revolving Fund for the Boat Launch Facility Grant.

On Thursday February 10, 2022 the DBW Commission approved a \$200,000 grant to provide funding to develop a final concept design for a Boat Launching Facility. If this is confirmed, the proposed grant would provide planning funds for design for the Isleton Boat Launching Facility and obtain permits that would be necessary prior to construction.

DISCUSSION

Proposed DBW Scope of Work

DBW will contribute up to \$200,000 for design, engineering, and permitting for the future construction of the following scope items:

Boat ramp – Construct a new single-lane V-grooved concrete ramp.

Pile Guided Boarding Floats – An 80-foot pile guided boarding float would be added.

Driveway modifications – Improve and modify roadways and driveways as necessary for construction and functionality.

Parking improvements – Modify Recreation Area parking for ADA access for vehicle-boat trailer and single-vehicle parking and regular vehicle-boat trailer access. Slurry/seal and/or restripe auxiliary lot as necessary to ensure an adequate number of spaces is provided for the boat ramp.

ADA path of travel – Provide ADA-compliant path of travel between BLF components.

Lighting – Lighting at the top of the boat ramp.

Signage – Add directional, monument, and designation signage.

Payment kiosk – Add payment stations for payment of parking and launching fees.

FISCAL IMPACT

The Department of Boating and Waterways has awarded \$200,000 Boat Launch Design Grant to the City. There is no City requirement for matching funds.

Upon completion of design, the City will apply for construction funding from several available funding sources including Division of Boating and Waterways and State Parks.

RECOMMENDATION

Staff recommends that Council approve Department of Boating and Waterways contract agreement for the Isleton Boat Launching Facility.

ATTACHMENTS

1. Contract Agreement

Prepared by: Diana O'Brien, Administrative Assistant
Reviewed by: Charles Bergson, City Manager
Submitted by: Yvonne Zepeda, Deputy City Clerk



Diana O'brien

From: Holmes, Deborah@Parks <Deborah.Holmes@parks.ca.gov>
Sent: Wednesday, March 16, 2022 12:48 PM
To: Charles Bergson
Cc: Diana O'brien; Caldwell, Casey@Parks
Subject: C4133066 Isleton BLF Grant Agreement
Attachments: Letter_TRANSMITTAL.docx.pdf; C4133066 Isleton BLF grant agreement.pdf

Dear Mr. Bergson:

Attached are the transmittal letter and grant agreement between the City of Isleton and the Department of Parks and Recreation, Division of Boating and Waterways (DBW) for the above listed project.

Please complete the following item(s) and return to my attention at the address stated above. **This Agreement is not binding on either party until approved by the appropriate authorized state agencies.** Grant Performance Period and Grant Agreement Term begin the date the face-page is signed by DBW. DBW will write this date on the blank lines at execution. The State will not make payments for any work done or purchases made prior to the agreement being fully executed.

 X Grant Agreement face-page, sign in blue ink or e-sign, date, and return one original electronic copy to deborah.holmes@parks.ca.gov or one hardcopy to my attention at the address above

 X CCC 04/2017, Enclosed as Exhibit D, have the proper individual complete, sign in blue ink or e-sign, date, and return copy to deborah.holmes@parks.ca.gov or one hardcopy to the address above. The CCC 04/2017 package contains clauses and conditions that may apply to your Agreement. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. The "Contractor" as referred to in the forms is the "Grantee" to this Agreement.

For inquiries regarding the implementation of this Grant Agreement, please contact Casey Caldwell at (916) 902-8824 or by email at casey.caldwell@parks.ca.gov.

For inquiries regarding the processing of this Grant Agreement, please contact me at (916) 516-6067 or by email at deborah.holmes@parks.ca.gov.

Deborah Holmes
Manager, Grants & Loans
California State Parks
Division of Boating & Waterways
C: 916-516-6067
<http://dbw.parks.ca.gov>



CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient. Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws including, but not limited to, the Electronic Communications Privacy Act. If you are not the intended recipient, please immediately contact the sender and destroy all copies of the communication.



State of California • Natural Resources Agency

Gavin Newsom, Governor

DEPARTMENT OF PARKS AND RECREATION

Division of Boating and Waterways

P.O. Box 942896

Sacramento, California 94296-0001

Armando Quintero, Director

Charles Bergson, City Manager
City of Isleton
PO Box 716
Isleton, CA 95641
Email: cbergson@cityofisleton.com

Subject: Isleton Boat Launching Facility
(Agreement # C4133066) (Project #1186)

Dear Mr. Bergson:

Enclosed is the grant agreement between the City of Isleton and the Department of Parks and Recreation, Division of Boating and Waterways (DBW) for the above listed project.

Please complete the following item(s) and return to my attention at the address stated above. **This Agreement is not binding on either party until approved by the appropriate authorized state agencies.** Grant Performance Period and Grant Agreement Term begin the date the face-page is signed by DBW. DBW will write this date on the blank lines at execution. The State will not make payments for any work done or purchases made prior to the agreement being fully executed.

X Grant Agreement face-page, sign in blue ink or e-sign, date, and return one original electronic copy to deborah.holmes@parks.ca.gov or one hardcopy to my attention at the address above

X CCC 04/2017, Enclosed as Exhibit D, have the proper individual complete, sign in blue ink or e-sign, date, and return copy to deborah.holmes@parks.ca.gov or one hardcopy to the address above. The CCC 04/2017 package contains clauses and conditions that may apply to your Agreement. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. **The "Contractor" as referred to in the forms is the "Grantee" to this Agreement.**

For inquiries regarding the implementation of this Grant Agreement, please contact Casey Caldwell at (916) 902-8824 or by email at casey.caldwell@parks.ca.gov.

For inquiries regarding the processing of this Grant Agreement, please contact me at (916) 516-6067 or by email at deborah.holmes@parks.ca.gov.

Sincerely,

DocuSigned by:

42D148F3398942D
Deborah Holmes
Grants and Loans Unit

Enclosures

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: City of Isleton

GRANT PERFORMANCE PERIOD is from: _____ through February 1, 2024.

GRANT AGREEMENT TERM is from: _____ through February 1, 2044.

PROJECT TITLE: Isleton BLF (1186)

GRANT NUMBER: C4133066

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, agrees to fund the total grant amount indicated below for the project identified in the Feasibility Report which is a part of the Agreement consisting of: Exhibit A "Small Craft Launching Facility Construction Grant and Operating Agreement", pages 1-17. Exhibit A, Attachment 1 "Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines", pages 1-4. Exhibit B "Isleton BLF Feasibility Report", pages 1-8. Exhibit C "General Terms and Conditions", pages 1-4. Exhibit D "Contractor Certification Clauses", pages 1-4.

Grantee: City of Isleton

Agency: Department of Parks and Recreation
Division of Boating and Waterways

Address: PO Box 716
Isleton, CA 95641

Address: P.O. Box 942896
Sacramento, CA 94296-0001

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

CHARLES BERGSON, CITY MANAGER
(Printed Name and Title of Authorized Representative)

KEREN DILL, STAFF SERVICES MANAGER II
(Printed Name and Title of Authorized Representative)

Date _____

Date _____

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANT C4133066	AMENDMENT NO	FISCAL SUPPLIER NO 0000070973		PROGRAM 2855019
AMOUNT ENCUMBERED BY THIS DOCUMENT \$200,000.00	FUND TITLE HARBORS AND WATERCRAFT REVOLVING FUND			AGENCY BILLING CODE NO 053709
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	GL / APPROP REF / FUND 3790-101-051600001	CHAPTER 6	STATUTE (ENV) 2020	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$200,000.00	RPTG STRUCTURE 37900709	ACCOUNT / ALT ACCOUNT 5432000/ 5432000000	ACTIVITY 61066	PROJECT 3790OTHER

**SMALL CRAFT LAUNCHING FACILITY
CONSTRUCTION GRANT AND OPERATING AGREEMENT**

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ARTICLE 1 - DEFINITIONS

- A. "Account": An interest-bearing account to be established by the Grantee for the deposit of grant funds when grant funds are disbursed in advance (see Article 5); such account is to be designated the "Boating Grant – Isleton Launching Facility Construction Development Fund" which shall reflect all receipts and expenditures of grant funds.
- B. "Budget Act": The Legislature enactment of a budget in support of on-going programs (appropriations) in accordance with the provisions of Section 12 of Article IV of the Constitution of the State of California.
- C. "CEQA": The California Environmental Quality Act.
- D. "Commission": The Boating and Waterways Commission.
- E. "Date of Acceptance": The date specified on the Project Completion Certification, and which denotes the beginning of the twenty (20) year portion of the Grant term in accordance with Article 3, Subpart A of this Exhibit.
- F. "Department": The Department of Parks and Recreation, Division of Boating and Waterways.
- G. "Exhibit B": The feasibility report exhibit presents the proposed Project in "concept" form only. The actual Project layout shall be determined by the Grantee and the engineer of record (to be determined) during the design process taking actual site conditions and public safety into account. The Project must meet the scope, cost and intent of this report and shall conform to Department guidelines.
- H. "Grant": Funds provided pursuant to Harbors and Navigation Code section 72.5 to finance all or part of the Project Costs.
- I. "Grant Performance Period": The time during which the grantee may carry out the work authorized by the Grant Agreement.
- J. "Grantee": The Entity identified as Grantee on the face page of the Grant Agreement.
- K. "Project": The construction, improvement or development of a recreational small craft boat launching facility as described in Exhibit B.
- L. "Project Area": The real property, and improvements thereto, identified in Exhibit B, within which the Project will be undertaken.
- M. "Project Completion Certification": A fully executed Notice of Completion, or equivalent, which states the Grantee has accepted the Project as complete on a specific date (Date of Acceptance).

- N. "Project Costs": Engineering, permitting, material and construction costs that are incurred by the Grantee for the purpose of completing the Project. However, Project costs incurred:
1. Shall not include any indirect or overhead charges,
 2. For engineering, permitting and inspection shall be no greater than the combined maximum budget allocation for *Engineering, Inspection* and *Permit Costs* as identified in Exhibit B (Feasibility Report – Cost Estimate Table),
 3. For engineering, inspection, and construction management services provided by Grantee or Grantee's personnel may only be reimbursed with prior written approval of Department, and
 4. Shall not include any expenses incurred prior to the start date of this Agreement.

ARTICLE 2 - GRANTEE'S WARRANTIES

- A. Grantee warrants that the obligation created by this Agreement will not create an indebtedness or liability contrary to the provisions of Section 18 of Article XVI of the Constitution of the State of California.
- B. Grantee warrants that it has title to, or adequate interests in, the Project Area. Adequate interests include, but are not limited to, the following:
1. Access to the Project Area by a maintained public way,
 2. A right of passage over a waterway, open to the public, between the Project Area and navigable waters, and
 3. Easements or other rights of way outside the Project Area sufficient to provide utilities and services to the Project.
- C. Grantee warrants that there is no encumbrance, lien, easement, license, title, cloud or other interest that may interfere with the Project Area or use thereof by the public.

ARTICLE 3 - TERM OF AGREEMENT

- A. This Agreement, subject to any provision for prior termination, shall begin on the first date of the Grant Performance Period and shall continue for twenty (20) years from the Date of Acceptance by the Grantee. If the Date of Acceptance occurs before or after the stated Grant Performance Period end date, the Agreement will be amended to reflect the revised 20-year term.

- B. This Agreement may be extended, amended or cancelled upon the written agreement of the parties.

ARTICLE 4 - BUDGET CONTINGENCY

- A. Only funds that have been appropriated by the Legislature and approved for expenditure on the Project by the Department, on or before the first date of the Grant Performance Period of this Agreement, are authorized for disbursement through this Agreement.
- B. In the event that the Legislature or Department, for any reason, does not approve sufficient funding for this Project, or should the Grantee be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and provided that Grantee has not accepted any grant funds, Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to perform any provision of this Agreement; this Agreement shall be of no further force and effect.
- C. In the event that the Legislature or Department does not approve sufficient funds to complete the Project, or should the Grantee be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and Grantee has drawn grant funds:
 - 1. Grantee shall repay all drawn grant funds within ninety (90) days of the end of the fiscal year that such approval is denied, or
 - 2. Grantee shall complete the Project within the scheduled timeline using Grantee's own funds, or
 - 3. Department and Grantee may agree upon a reduced scope version of the Project to be completed within the scheduled timeline and all funds in excess of those previously appropriated necessary to complete the Project shall come from Grantee, or
 - 4. Department and Grantee may, within ninety (90) days of knowledge of such denial, agree that the expenditure of such funds toward the Project constitutes construction completion. The date of such agreement shall become the Date of Acceptance of the Project and Grantee shall be obligated to perform all non-construction provisions of this Agreement for twenty (20) years beyond the Date of Acceptance.

ARTICLE 5 - DISBURSEMENT OF GRANT

The Department shall provide a Grant to the Grantee in the maximum amount stated on the face page of the Grant Agreement, however:

- A. No funds shall be disbursed for work performed prior to the first date of the Grant Performance Period of this Agreement.
- B. The Department shall have no obligation to disburse any of the Grant for construction activities unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project.
- C. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee provides the Department with copies of fully executed contracts for which it seeks reimbursement.
- D. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has satisfactorily complied with the California Environmental Quality Act (CEQA) for the Project.
- E. Grant disbursements to cover Project Costs shall be made in arrears as follows:
 - 1. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests.
 - 2. Grant disbursement requests shall be submitted in duplicate hardcopy to the Department in a form satisfactory to the Department.
 - 3. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department of any progress made on the Project, or explanation of no progress made on the Project, at least quarterly, but not more frequently than monthly.
 - 4. The Department shall withhold from each Grant disbursement an amount equal to ten percent (10%) of each disbursement until the Department has accepted the Project as complete and has approved all Project Costs and all stop notices or other liens have been released.

5. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.

F. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.

ARTICLE 6 - DESIGN AND CONSTRUCTION OF PROJECT

- A. The Grantee shall obtain from the Department advance written approval of the following:
1. All bid documents prior to advertisement including plans and specifications,
 2. All contracts prior to award,
 3. All change orders of \$5,000 or more, for any work performed under this Agreement, and
 4. All changes to Project schedule discussed in Subpart D of this Article, of thirty (30) days or more.
- B. All architectural and engineering contracts for plans and specifications shall require that the plans and specifications:
1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the Project (engineer's/architect's certificate number to appear on construction contract design documents),
 2. Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*,
 3. Be submitted to the Department and Grantee in 11" X 17" hardcopy and on CD or DVD in full sized and 11" X 17" PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
 4. Become the property of the Grantee,
 5. Provide for all Project facilities set forth in Exhibit B, and
 6. Provide for shore side facilities for removing waste from vessel holding tanks in accordance with the Harbors and Navigation Code section 654.1.
- C. All construction contracts for the Project shall:
1. Be awarded in accordance with all applicable laws and regulations,
 2. Contain the following clause: "The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times

during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area.”

3. Contain a clause stating that the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship,
 4. Contain a clause that the construction contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement,
 5. Require that the Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed, and compliance with specifications shall be verified, by qualified professionals selected by the Grantee or Grantee's representative, and
 6. Require the preparation of a concrete test panel as specified in Subpart F of this Article.
 7. Shall contain the requirements of Article 10 Liability and Fire Insurance and Article 20 Liability of this Agreement.
- D. The Grantee shall, within sixty (60) days of approval of this Agreement, provide the Department with a Project schedule showing the proposed dates of the following Project phases or milestones:
1. Beginning and ending dates of Project design consultant selection by Grantee,
 2. Submission of the consultant services agreement to the Department for approval,
 3. Beginning and ending of Project design,
 4. Submission of plans and specifications to the Department for approval at 30%, 60%, 90% and 100% completion,
 5. Beginning and ending dates of Grantee advertising of Project for bids,
 6. Project bid opening date,

7. Submission of the construction Agreement to the Department for approval,
 8. Beginning and ending dates of Project construction,
 9. Acceptance of Project by the Grantee, and
 10. Submission of a Project Completion Certification to the Department.
- E. The Grantee shall provide the Department with a Construction Schedule showing all construction milestones, including the date the v-grooving test panel will be prepared and ready for Department inspection as required by Subpart F below.
- F. No placement or v-grooving of concrete for boat launching ramps on the Project shall be allowed until the construction contractor demonstrates proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a Department representative prior to placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by Department. Contractor may incorporate test panel into other concrete work (i.e. trash enclosure, etc.).
- G. Prior to the commencement of the construction of the Project, the Grantee shall cause the contractor and a corporate surety acceptable to the Department to furnish in favor of the Grantee and the Department, as their interests may appear, bonds or other security interests as allowed pursuant to Public Contract Code sections 10263 and 22300 in the minimum amounts indicated below:
1. Faithful performance – one-hundred percent (100%) of the total contract bid price.
 2. Labor and materials – one-hundred percent (100%) of the total contract bid price.
- H. The Grantee shall provide at least quarterly written reporting to the Department as to the progress and status of the Project using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing.

ARTICLE 7 - COMPLETION OF PROJECT

- A. The Grantee shall complete the Project no later than February 1, 2024.

- B. The Grantee shall provide the following to the Department within sixty (60) days of the Date of Acceptance:
1. A Project Completion Certification (or equivalent)
 2. An accounting of all Grant funds
 3. As-built plans and specifications on CD or DVD

ARTICLE 8 - OPERATION AND MAINTENANCE OF PROJECT

- A. The Grantee shall not transfer its interest in the Project Area without the written approval of the Department.
- B. The Project and all other improvements constructed or placed in the Project Area shall be operated solely as a recreational small craft boat launching facility. Other uses of the facility such as for craft fairs, festivals, SNO-PARKS, special events, storage, transient parking, camping, etc., are not allowed without the prior written permission of the Department.
- C. The Project Area shall be open to all recreational vessels, including vessels powered by 2-stroke and 4-stroke gasoline engines, at all times during the term of this Agreement except as approved by the Department. Notwithstanding Harbors and Navigation Code section 660, any non-emergency restrictions related to time-of-day use, speed zones, special-use areas, or pollution control measures in the Project Area which result in closure or partial closure of waterways in the Project Area to any recreational vessel shall be subject to prior approval by the Department. Failure to obtain prior approval of the Department for such restrictions shall constitute a breach of this Agreement and may result in penalties set forth in Article 9 of this Exhibit.
- D. The Grantee (or any lessee or concessionaire operating under the authority of the Grantee) shall not charge any fee or combination of fees totaling more than \$13.00 to include but not limited to fees for: vessel launch and retrieval, parking, entry, day-use, and water-use. Such funds may be collected and used only to make repairs, renewals, and replacements necessary for the efficient operation of the recreational small craft boat launching facility and to keep the facility in good repair at all times. The total fee charged may be adjusted annually in accordance with percentage changes in the *United States Bureau of Labor Statistics Consumer Price Index (CPI) using the U.S. City Average, All Items, 1982-84 = 100*, as of the first date of the Grant Performance Period of this

Agreement. Any adjustment exceeding the annual percentage change in the CPI shall be made only after the Grantee obtains the written approval of the Department. Such rates and fees shall be maintained at a level comparable to those charged at State owned boat launching facilities in the region.

- E. The Grantee shall maintain the Project Area and all improvements funded by this Agreement in accordance with the Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines (Guidelines), a copy of which is attached to and made a part of this Agreement. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area to determine if the facility is being maintained according to the Guidelines.
1. The Grantee shall provide to the Department, within sixty (60) days of the first date of the Grant Performance Period of this Agreement, a maintenance schedule for approval detailing how each objective of the attached Guidelines will be addressed within the Project Area over the term of this Agreement. Each objective of the Guidelines must be considered; any objectives that are not applicable to a Grantee shall be included in the schedule with notation that such objective does not apply to this Project Area. The Department shall not unreasonably withhold its approval; however, it is the Grantee's responsibility to ensure that such maintenance schedule adequately addresses Grantee's responsibilities and each objective. The Department's written approval of the maintenance schedule shall be required before any funds are disbursed.
 2. The Grantee shall comply with the approved maintenance schedule throughout the term of this Agreement. Failure to maintain the facility according to the maintenance schedule is a breach of this Agreement and shall preclude the Grantee from receiving any future grants.
 3. Any changes to the maintenance schedule must be approved in writing by the Department.
- F. The Department shall not be liable for any costs of maintenance, management, control or operation of the Project Area.
- G. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.

- H. All Project Area facilities shall be maintained and operated with due regard to public safety and in accordance with all applicable laws, ordinances, and regulations. All contracts relating to the operation of the Project shall include a nondiscrimination and compliance clause as referenced in Article 6, Subpart C of this Exhibit.
- I. All concession agreements for the operation and maintenance of the Project Area must have the written approval of the Department prior to award. The Department will approve such concession agreements only when the Grantee can demonstrate that private sector operation is the best available alternative. Concession agreements of a short-term duration (five years or less) are preferred, with renewal based upon performance reviews by both the local governmental agency and the Department. Any concession agreement for operation and maintenance of greater than five (5) years shall require the concessionaire to make a capital investment, acceptable to the Department, in the Project Area.
- J. All concession agreements for operation of the Project shall provide the following:
1. Fees paid to the Grantee by the concessionaire for the operation and maintenance of the Project (usually a percentage of gross receipts) may only be for "reasonable administrative charges" so as not to motivate the Grantee to turn over the operation and maintenance of the Project for purely profit considerations.
 2. Fees paid to the concessionaire for use of the facility shall be no greater than those allowed in this Agreement.
 3. The concessionaire shall operate the Project and all other improvements placed in the Project Area solely as a recreational small craft boat launching facility unless receiving written permission from the Grantee and the Department for other permanent or special event uses.
 4. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
 5. All Department signs shall be kept permanently in place.

ARTICLE 9 - BREACH OF AGREEMENT

The Department through written notice may require the Grantee to remedy to Department's satisfaction any breach of this Agreement within ninety (90) days of the date of such notice. The Department may extend the time permitting remedy of the breach if the Grantee begins such

remedy within the said period; however, if the Grantee fails to proceed with or complete any remedial action within the time allowed, then the Department may take one or more of the following steps:

- A. The Department may take any action to correct the breach. The Grantee shall be liable for all costs, including administrative costs, incurred in the course of correcting the breach.
- B. The Department may require the Grantee to repay the Department for all Project Costs funded by the Grant. Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which Department demands repayment. Repayment shall be determined by the Department on a prorated unexpired term basis (the remainder of the twenty (20) year term as determined in Article 3, Subpart A).
- C. In the event the Grantee adopts time-of-day, speed zones, special-use area, pollution control measures, or any other restrictions which restrict any or all of the Project Area, or result in its closure or partial closure to any form of recreational vessel, the Department may determine the percentage of boaters affected and may require the Grantee to repay the Grant on a prorated unexpired term basis for that percentage of all Project Costs funded by the Grant. The Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which a Department demands repayment. Repayment shall be made according to a schedule determined by the Department after consultation with Grantee.

ARTICLE 10 - LIABILITY AND FIRE INSURANCE

- A. The Grantee shall, at a minimum, maintain in full force and effect during the term of this Agreement the following insurance:

Bodily Injury or Death:	\$1,000,000 each person \$1,000,000 each occurrence
Property and Product Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the Project.

- B. All policy or policies shall contain the following endorsement:
The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of

- both the Grantee and the Department in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department.
- C. The Grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the Project shall contain a clause which requires the contractor(s) to obtain insurance in the minimum amounts and kinds specified above in Article 10, Subpart A.
 - D. The insurance requirements specified above in Article 10, Subpart A, may be satisfied to the extent that the Grantee can provide comparable protection for the Grantee and the Department by virtue of the Grantee's participation in any "risk management" plan, self insurance program, insurance pooling arrangement, or any combination of these, provided that the protection plan has been approved by the Department.
 - E. The Grantee agrees that all contracts between it and the designer (or designers) responsible for design and preparation of plans and specifications of the Project shall contain a clause requiring said designer(s) to obtain Architect's Professional Liability (errors and omissions) Insurance in the amount of \$1,000,000.
 - F. Copies of any policy or policies, including any new or renewal policy, shall be in a form satisfactory to the Department. Copies of such policy or policies shall be submitted to the Department at least twenty (20) days prior to the effective date or dates thereof.
 - G. Loss under any fire insurance policy shall be payable to the Department for deposit in an appropriate trust fund with the State of California. The proceeds may be paid to the Grantee upon the Grantee's application for the reconstruction of the destroyed facilities.
 - H. The Department shall not be responsible for the payment of any premiums or assessments on Grantee's insurance policies.
 - I. Grantee shall provide proof of insurance to the Department annually and upon written request by the Department.

ARTICLE 11 - INSTALLATION OF OTHER FACILITIES

- A. The Grantee may at its own expense place or cause to be placed within the Project Area any structure, alteration, and/or improvement in addition to those set forth and described in Exhibit B, provided that such facilities:
 - 1. Are constructed, maintained and operated for the use, enjoyment, protection and service of the public,

2. Are in compliance with Article 8 of this Exhibit,
 3. Do not directly or indirectly reduce the service capabilities for the boating public called for in Exhibit B including the sanitary and parking facilities, and
 4. Have the prior written approval of the Department. Approvals shall not be unreasonably withheld.
- B. The Department shall not be obligated to make or cause to be made any alteration, improvement, or repair to any facilities within the Project Area in addition to the original construction to the Project as provided for herein.

ARTICLE 12 - SIGN REFERRING TO DEPARTMENT FINANCING

The Grantee shall cause a permanent sign to be installed within the Project Area, which shall include the Department's logo (to be provided by Department) and a statement that the Department financed the Project. The sign may contain additional statements, which recognize the participation of other government agencies in the Project. The sign shall be installed before the Project is made available to the public. The standard Department precast concrete sign shall be used unless the Grantee is required to use a different sign style or motif. An electronic drawing of the standard Department Project credit sign shall be furnished by the Department to the Grantee for inclusion in the plans and specifications. The location of the Project credit sign and make-up of a non-standard sign, including the dimensions, materials and lettering, requires the prior approval of the Department.

ARTICLE 13 - DIRECTIONAL SIGNS

The Grantee shall at the direction of the Department cause permanent directional signs to be installed, which shall provide adequate directions for reaching the Project Area. The signs shall be installed on major roads in the area and in as close proximity as possible to freeway exits in conformance with the provisions of the Local Agency's Development Code and the State Department of Transportation (Cal Trans) policy. The locations and make-up of the signs, including the dimensions, materials, and lettering, require the prior approval of the Department.

ARTICLE 14 - WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.

ARTICLE 15 - PROJECT REPRESENTATIVES

The Grantee and the Department shall each designate specific staff representatives for the purposes of communication between parties. Grantee's representative shall be by delegation of authority, signed by the person designated by Resolution to sign the Agreement or any amendments, and to make decisions concerning the Agreement.

ARTICLE 16 - REMEDIES NOT EXCLUSIVE

The use by either the Department or the Grantee of any remedy specified in this Agreement for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 17 - OPINIONS AND DETERMINATIONS

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

ARTICLE 18 - ASSIGNMENT

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department in writing. The Department's approval shall be granted at its sole discretion and may be made subject to such reasonable terms and conditions as the Department may impose.

ARTICLE 19 - SUCCESSORS AND ASSIGNS OBLIGATED

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

ARTICLE 20 - LIABILITY

- A. The Grantee waives all claims and recourse against the Department, including the right to contribution for any losses or damages arising from, growing out of, or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.
- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

ARTICLE 21 - TERMINATION

- A. Prior Termination. This Agreement shall terminate on the date specified in Article 7, Subpart A of this Exhibit if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement, or (2) the Department has disbursed no part of the Grant funds.

- B. Termination. In addition to the Department's right to terminate pursuant to Exhibit C, and as otherwise provided in this Agreement, the Department may terminate this Agreement without cause upon a thirty (30) calendar days advance written notice to the Grantee.
- C. The Grantee shall promptly return all advanced funds to the Department.

ARTICLE 22 - SUPERSEDING GENERAL TERMS AND CONDITIONS (GTC)

- A. The reference to the Contractor in Exhibit C is the Grantee in this Agreement.
- B. Notwithstanding Paragraph 13 in Exhibit C, payment to Grantee for expenses shall be limited as provided for in Article 5 of this Exhibit.
- C. Paragraph 5 in Exhibit C is replaced by Article 20 of this Exhibit.

Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines

Introduction

This document presents guidelines for meeting the minimum maintenance standards for the operation and maintenance of publicly owned boat launching facilities that are funded by the California Department of Parks and Recreation, Division of Boating and Waterways (DBW).

Because DBW funds these publicly owned facilities, the State has a financial stake in their success. The attached guidelines, developed by DBW, are intended to ensure that DBW funded boat launch facilities are managed and maintained in a manner compatible with DBW's mission – *to provide safe and convenient boating access* – and that the public entity owning the facility (the "Agency") is fulfilling its responsibilities. The Agency's primary responsibility in this context is maintaining the value of the property, including both tangible site improvements and the intangible value of the boat launch facility's reputation with the boating public.

Scope

The scope of these guidelines is limited to those items that reflect the quality of the boat launch facility (BLF) and its operations. The seven categories that are addressed are: (1) regular maintenance, (2) major maintenance, (3) boat launch facility staff, (4) boat launch facility operations and administration, (5) boat launch facility regulations, (6) security, and (7) amenities.

The scope does not include financial measures and other items that would be covered separately when a Memorandum of Understanding (MOU), Operating Agreement, Concession Agreement or Lease Agreement occurred between an Agency and an operator. In addition, these guidelines are separate from, and complementary to, the conditions and expectations set forth in any contractual agreement that might exist between the Agency and an operator. These guidelines were developed under the assumption that any contractual obligations, such as financial performance, reporting, and lease payments from an operator to an Agency, would be monitored separately. However, in the event that an Agency contracts out the operation of a BLF to an operator, any agreement between the Agency and the operator must specify that the operator must apply these guidelines and operate and maintain the BLF to at least the minimum condition that would be achieved by following these guidelines.

These guidelines should be applied within the context of the existing maintenance conditions of the boat launch facility. Likewise, they should reflect long-term goals for the boat launch facility.

The three key long-term goals that apply to most publicly owned boat launch facilities are as follows:

- Maintain the boat launch facility to a standard that attracts boaters to the boat launch facility.
- Meet current and long-range needs of the community and of boaters in the region.
- Produce, or set aside, boat launch or parking revenues sufficient to maintain the boat launch facility infrastructure, such as regular slurry sealing and striping of the parking lot, replacement of boarding float flotations as needed, or restroom roof repairs.

The following guidelines represent the minimum that shall be required of an Agency to operate and maintain a DBW funded BLF.

Guidelines

The following table documents, in categories, the minimum outcomes that must be met in a properly maintained DBW funded BLF. The Agency is responsible for preparing, and updating, a maintenance schedule describing, in detail, how each of the objective/outcomes will be addressed by the Agency during the term of the BLF contract. During the grant term, the maintenance schedule shall be updated every five years, and whenever there are changes to the property, expected or unexpected, that might normally require changes in maintenance levels (examples include, but are not limited to, new construction or other major physical and non-physical changes including storm damage, faster than anticipated erosion, or higher than expected usage). In the event that such a change will not require a change in maintenance levels an updated maintenance schedule is still required; and, the Agency must clearly document why no change in service is required.

In order to verify that Agencies are maintaining facilities as required, DBW will make periodic and random inspections of funded BLFs. After an inspection, Agencies will be provided with DBW's inspection results. In the event that facilities are not being maintained to DBW's guidelines, the Agency will be required to respond and take corrective action immediately. Agencies that do not maintain their facilities to at least these guidelines will not be considered for future DBW funding.

Category	Objectives/Outcomes
A. Regular Maintenance	Maintenance of existing and new structures and facilities is conducted on a regular basis to maintain viability of the boat launch facility. Taking into account the initial condition of the boat launch facility, the facilities, including ramps, boarding floats, restrooms, lighting, and landscaping are maintained in a safe, neat, sanitary, and orderly condition.
B. Major Maintenance	Inspections for possible major maintenance problems are conducted to prevent the need for premature replacement of facilities. The boat launch facility structures are maintained in an acceptable manner, enhancing the long-term viability of the boat launch facility and reducing risk to users, the Agency, and DBW. The facility is maintained in an insurable condition and is free of defects caused by neglect. Major maintenance of necessary items is scheduled and completed in a timely manner and minimizes degradation of the boat launch facility.
C. Staff	Boat launch facility staff, where provided, are qualified, competent, and experienced. Staff are (1) knowledgeable about boats and boating, (2) available every day including peak season holidays, (3) friendly, (4) professional in appearance, and (5) proactive in meeting the needs of customers.

Category	Objectives/Outcomes
C. Staff (cont.)	Boat launch facility staff, where provided, are responsive to customers and maintain a service orientation. A mechanism to reach staff or other personnel in off-hours or emergencies is in place.
D. Operations and Administration	<p>The Operator has a long-range plan to maintain viability of the boat launch facility that is realistic and reflective of DBW's mission.</p> <hr/> <p>The staff management plan specifies staffing levels and availability of staff, and procedures for responses to complaints. All facilities and services are operated in accordance with hours authorized in the contract/operating agreement.</p>
E. Regulations	The boat launch facility is in compliance with applicable federal, state, and local laws, rules, regulations, contracts, and restrictions.
F. Security	Boat launch facility security is maintained to appropriate guidelines for the region. The Boat launch facility security system is in place and operational and law enforcement incidents at the boat launch facility are at levels similar to other boat launch facilities in the region.
G. Amenities	Amenities provided are in good condition, and help draw customers to the facility.

ISLETON BOAT LAUNCHING FACILITY FEASIBILITY REPORT



Proposed boat launch ramp location



Parking area near proposed ramp

**City of Isleton
\$200,000 Grant**

SUMMARY

The Boating and Waterways Commission (Commission) is being asked to provide Advice and Comment on the City of Isleton's (City) request for a \$200,000 planning grant from the Harbors and Watercraft Revolving Fund (HWRF) for improvements to the Isleton Boat Launching Facility (BLF).

The proposed grant will fund design, engineering, and permitting for construction for a new boat launching facility. This facility will consist of a new boat ramp, ADA path of travel, modified driveways and parking lots, signage, utilities, lighting, and payment stations. Planning activities will include development of a cost estimate for construction of the facility.

Although there are potential challenges associated with this project, staff believes this project is feasible. If approved, the proposed construction improvements are expected to be completed by December 2023.

The Department of Parks and Recreation, Division of Boating and Waterways seeks Commission Advice and Comment on this proposed \$200,000 HWRF planning grant to the City of Isleton for the proposed improvements to Isleton BLF described in this February 10, 2022 Feasibility Report.

GRANT APPLICANT AND PREVIOUS COMMISSION ACTION

Grant Applicant

The grant applicant for the proposed project is the City of Isleton. The City owns part of the land where BLF amenities would be situated, and controls the remainder under a lease from the State Lands Commission.

Commission Site Visit

Due to the COVID-19 pandemic, site tours are not currently feasible. Boating and Waterways Commission members are scheduled to receive a virtual tour of the BLF site on February 10, 2022, during the Commission meeting.

Previous Commission Action

There is no previous Commission action for this location.

GENERAL LOCATION AND AREA

Location

The City of Isleton is on the southern shore of Sacramento River in Northern California. Isleton is located 50 miles south of Sacramento, and 60 miles east of San Francisco.

Directions

If you are using GPS to navigate to the facility, enter "William Ramos Public Park and Recreation Area, Isleton" as your destination.

To reach Isleton from Sacramento International Airport, take Interstate 5 South 48 miles to Exit 498 for Twin Cities Road. Turn right onto Twin Cities Road, continue for four miles, then turn left onto River Road and continue for two miles. Turn right onto Walnut Grove Bridge, then in 500 feet turn left onto CA-160 S / River Road. In nine miles, the project area will be on your right.



Source: Google Maps

Area

The City of Isleton (pop. 800) is located in far southwestern Sacramento County. The majority of communities around Isleton are small, rural townships. The City of Rio Vista (pop. 7,360) is located about six miles west of Isleton. The unincorporated community of Walnut Grove (pop. 1,533) is located about 10 miles northeast of Isleton. The City is also located in the Sacramento-San Joaquin Delta National Heritage Area.

The City of Isleton was founded in 1874. It is one of the oldest historical towns along the Sacramento River and is known for boating, fishing, camping, historic tours, farming, wine tasting, and bike riding. Since 2008 the City has been working on the revitalization of its historic downtown and reestablishment of the City as a tourist destination. Music, arts, and cultural events are increasing tourism to the downtown historical business district. These events include the annual Spam Festival, Chinese New Year's Celebration, Wine Tasting Events, and Second Saturdays. The City is also working to start up a summer weekend festival similar to the formerly popular Isleton Crawdad Festival.

The City acquired a Community Development Block Grant in 2001 to provide public water access and recreational opportunities. The City constructed a 100-foot long floating dock for tie-ups and bathroom facilities through this grant. Fishing is available year-round on the Sacramento River.

History

There has never been a public boat launching facility at this location.

The proposed construction site was donated to the City of Isleton by the local Ramos family. It is located along the southern shore of the Sacramento River. The site was dedicated as the William Ramos Public Park and Recreation Area.

The City has received funding for a Tier 1 Boating Infrastructure Grant (BIG) project. The City will use these federal funds to design improvements to the public docking facilities. The City would like to construct the BIG project and the BLF project at the Recreation Area, which has limited shoreline available.

Usage

There is currently no public boat launch facility in Isleton.

However, there are three existing publicly-accessible boat launch facilities on the Sacramento River within ten miles of the proposed project location. The Vieira's Resort Boat Launch is a privately-owned facility located two miles west of the proposed project site, on the south side of the river. The City of Rio Vista Boat Launch Facility is a publicly-owned facility located six miles west of the proposed project site, on the west side of the river. The Ko-Ket Resort Boat Launch is a privately-owned facility located seven miles northeast of the project site, on the south side of the river. A fourth nearby facility, the privately-owned B&W Resort Boat Launch, is four miles south of the proposed project site and provides access to the San Joaquin and Mokelumne Rivers.

Existing Conditions

There is an existing boating and fishing dock near the project site, as well as an ADA-compliant restroom. Over the past 10 years, the dock has deteriorated due to exposure to water currents and other natural elements.

There is limited space for parking at the site as currently constructed. The William Ramos Park and Recreation Area does not have enough room to accommodate twenty vehicle-trailer parking stalls, which is the minimum DBW normally requires for the investment to construct a single-

lane launch ramp. The City is exploring the possibility of leasing part of a school lot at C Street and 5th Street to make up for any parking deficiencies at the proposed ramp site. In the alternative, the City will provide parking at the City owned Tower Parking Lot on 2nd Street. DBW expects all necessary parking will be identified and property rights secured (if necessary) during concept design development. This will be a condition of the grant, which must be fulfilled before the remainder of funds for engineering and permitting will be available.



Source: Google Maps

Vehicle access to the ramp would be provided directly from First Street. Vehicles trailering boats would exit the ramp and drive on City streets to park. Both proposed offsite parking lots are less than a quarter mile drive from the head of the proposed ramp.

PROJECT DESCRIPTION

The proposed grant would provide funding to develop a final concept design, which would confirm that both the Boat Launching Facility and the BIG project can be accommodated at the proposed site. If this is confirmed, the proposed grant would provide planning funding to at least the 60% level of project designs for the future construction of the Isleton Boat Launching Facility and obtain permits that would be necessary prior to construction.

Proposed DBW Scope

DBW will contribute up to \$200,000 for design, engineering, and permitting for the future construction of the following scope items:

Boat ramp – Construct a new single-lane V-grooved concrete ramp.

Pile Guided Boarding Floats – An 80-foot pile guided boarding float would be added.

Driveway modifications – Improve and modify roadways and driveways as necessary for BLF construction and functionality.

Parking improvements – Modify Recreation Area parking for ADA access for vehicle-boat trailer and single-vehicle parking and regular vehicle-boat trailer access. Slurry/seal and/or restripe auxiliary lot as necessary to ensure an adequate number of spaces is provided for the boat ramp.

ADA path of travel – Provide ADA-compliant path of travel between BLF components.

Lighting – Lighting at the top of the boat ramp.

Signage – Add directional, monument, and designation signage.

Payment kiosk – Add payment stations for payment of parking and launching fees.

Cost Estimate

The estimated total project cost for design, engineering, and permitting is \$200,000. This cost estimate includes \$27,000 for developing the preliminary concept designs, \$98,000 for engineering to at least the 60% design stage, and \$75,000 for permitting once the 60% designs are complete.

Project Status

The proposed project has been planned to the concept level, although additional concept development is necessary to ensure feasibility of both BLF and BIG construction at the Recreation Area. See Exhibits A and B on pages 7 and 8.

Timeline

The City estimates that engineering, design, and permitting would be completed approximately two years from execution of the proposed grant agreement.

Engineering Feasibility

An assessment of engineering feasibility will be part of this project. The project area's size is physically constrained by the Sacramento River, location of the proposed BIG dock, roadways, and private ownership of nearby parcels.

Environmental Impact and Permits

Site environmental reviews required under the California Environmental Quality Act and the National Environmental Protection Act are currently underway. Permitting has not yet begun.

PROJECT METRICS

Annual Launches

According to the City of Isleton's grant application, the annual number of motorized boat launches at the proposed facility is forecasted to be 4,500. The number of non-motorized boat launches is forecasted to be 500.

Annual User Days

Based on the California Boating Needs Assessment study published in 2002, the area average for numbers of users per boat (motorized) at Sacramento River is 2.88. Therefore, the estimated annual number of user days is 12,960 motorized and 500 non-motorized for a combined 13,460 (annual launches * users per boat)

User Day Value

The 2019 Boating Needs Assessment Study estimated a base user day value. This value, adjusted for CPI is \$33.51 per user. The total forecasted annual user day value for this facility is \$451,000 (user day value * current annual user days).

Benefit-Cost Ratio

A common method in the analysis of investments is to establish net present value of the benefits and costs associated with a project. If the Benefit-Cost ratio exceeds "1" then the investment, weighed against available investment alternatives, is worthy of consideration from a financial perspective.

A construction cost estimate will be developed during the grant period. However, the maximum DBW would expect construction to cost is \$2 million. If construction costs did reach that maximum, the benefit-cost ratio inclusive of both this grant and construction would be 2.13.

User Fees

The City intends to charge \$10 to launch a boat and \$3 to park at this facility.

CONCLUSION

The Department's analysis indicates that this project, as proposed, makes needed improvements and improves public access. Further planning is necessary to determine whether this project is feasible from an engineering perspective and will be cost-effective.

COMMISSION ADVICE AND COMMENT

The Department of Parks and Recreation, Division of Boating and Waterways seeks Commission Advice and Comment on the proposed \$200,000 Harbors and Watercraft Revolving Fund construction grant with a condition to the City of Isleton for improvements described in this February 10, 2022 Feasibility Report.

CONDITION

Before any grant funds shall be made available for engineering and permitting, DBW must accept the City's plan for providing parking for at least twenty vehicle-trailers.

Exhibit A – Concept Design for facility

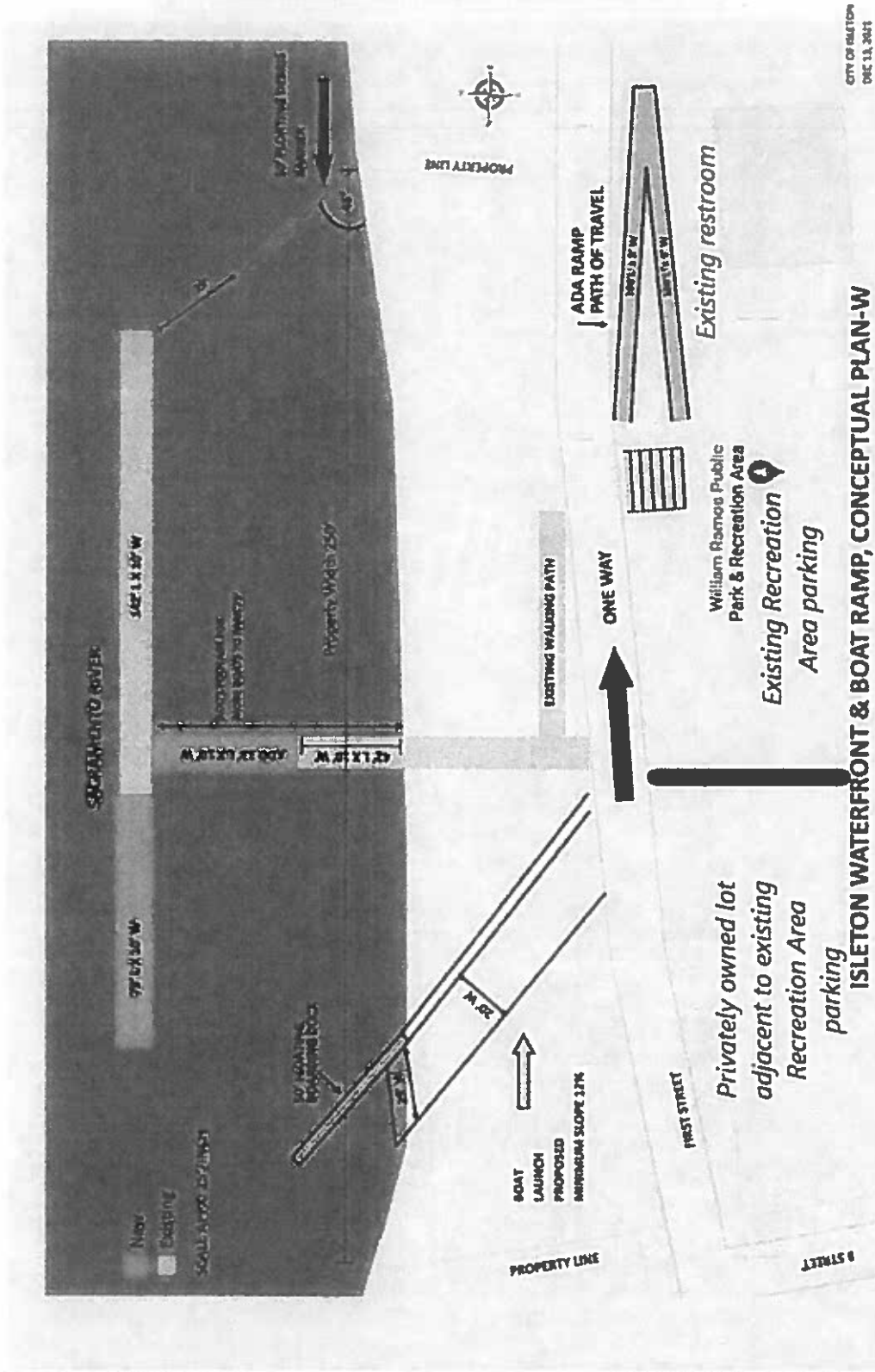
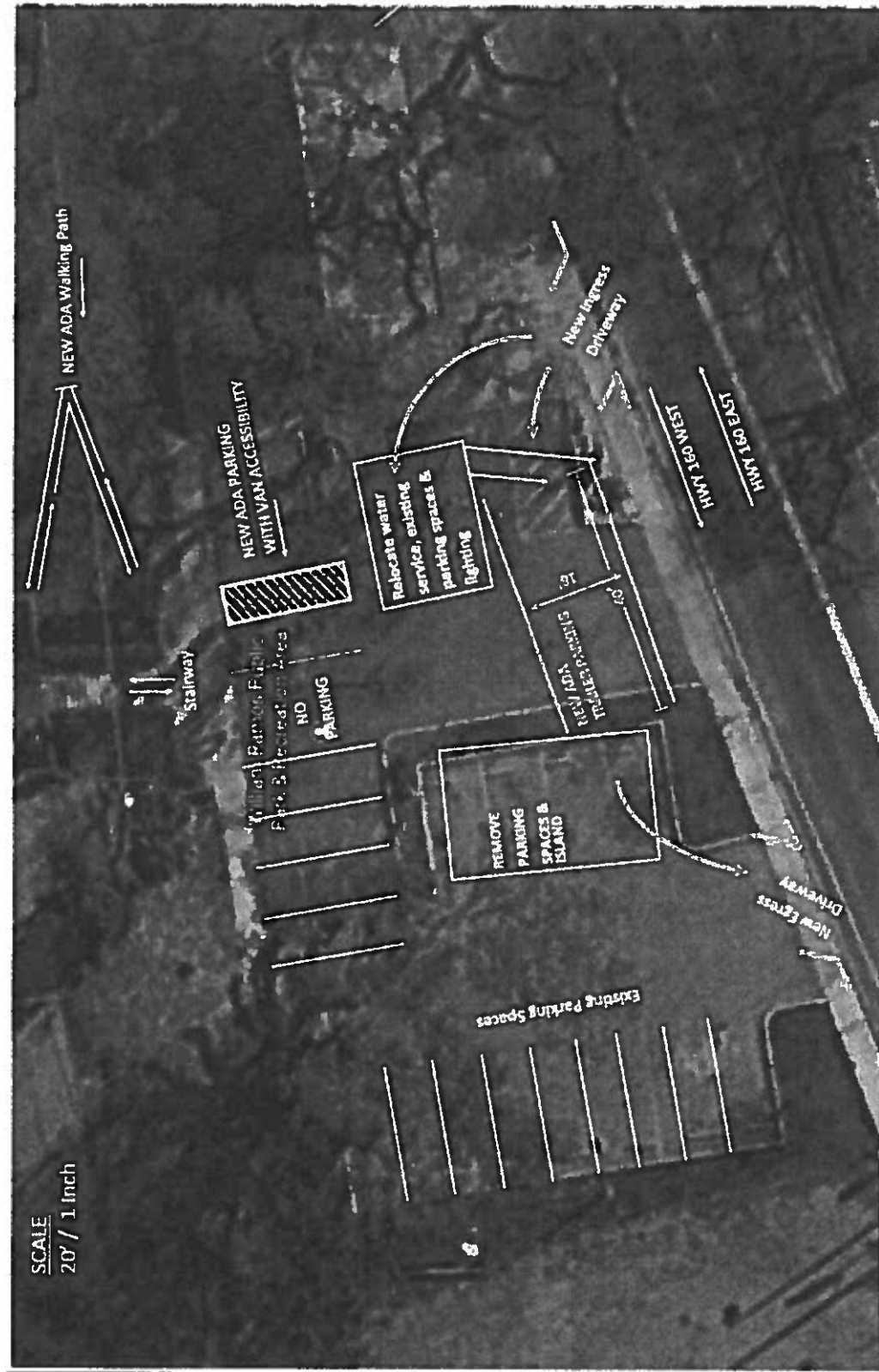


Exhibit B – Concept design for parking near ramp



General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, 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. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective GRANTEE to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>GRANTEE/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** GRANTEE has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** GRANTEE will comply with the requirements of the Drug-Free Workplace Act of 1990 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 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 who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and GRANTEE may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the GRANTEE has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: GRANTEE certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against GRANTEE within the immediately preceding two-year period because of GRANTEE's failure to comply with an order of a Federal court, which orders GRANTEE to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: GRANTEE hereby certifies that GRANTEE will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

GRANTEE agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: GRANTEE hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The GRANTEE agrees to cooperate fully in providing reasonable access to the GRANTEE's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial

Relations, or the Department of Justice to determine the GRANTEE's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** GRANTEE needs to be aware of the following provisions regarding current or former state employees. If GRANTEE has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent GRANTEE with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If GRANTEE violates any provisions of above paragraphs, such action by GRANTEE shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: GRANTEE needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and GRANTEE affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: GRANTEE assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE: An amendment is required to change the GRANTEE's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the GRANTEE shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

City of Isleton

City Council
Staff Report

DATE: March 30, 2022

ITEM#: 8.A

CATEGORY: New Business

RESOLUTION 12-22 AUTHORIZING THE CITY TO SUBMIT A SUB-APPLICANT GRANT APPLICATION FOR THE CALOES HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE CITY OF ISLETON PERIMETER FLOOD BARRIER ALL-WEATHER ACCESS ROAD AND BERM; APPROVE

SUMMARY

When a Federal Disaster Declaration is issued in the State of California, a percentage of dollars are set aside to provide funding for hazard mitigation projects, through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). These funds are administered by the California's Governor's Office of Emergency Services (CALOES) HMGP Unit.

The City has applied to HMGP Notice of Interest (NOI) for the Isleton Perimeter Flood Barrier All-Weather Access Road and Berm. CALOES reviewed the NOI and the City was approved to submit a sub-applicant grant application to request funding for this project.

This project's total cost is estimated to be approximately \$13 million. A quarter of which \$3.25 million is to be provided from a DWR Proposition 68 grant (for which the City has already applied). The complement portion, \$9.75 million is to come from the Federal Hazard Mitigation Grant Program, which is the subject of this resolution.

DISCUSSION

City of Isleton Perimeter Flood Barrier All-weather Access Road and Berm flood mitigation project will reduce or prevent an estimated \$2 million in damages resulting from flooding by providing a flood-fight access road around most of the City, preventing flooding from a levee breach like the flooding that occurred in June 1972.

The project consists of constructing an all-weather road that supports the deployment of a 4-to 8-ft high interlocking Muscle Wall system.

The solution consists of constructing a flood barrier all-weather access road and two connecting flood barrier berms along the perimeter of the city of Isleton, purchasing the Muscle Wall Flood barrier to place on top of the all-weather access road, and installing sensors to alert for the need to deploy the Muscle Wall. 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 levee. The road would be high enough and strong enough to support the temporary

placement of an interlocking Muscle Wall flood barrier system. Muscle Wall is similar to a plastic Jersey barrier containing a 4-8 feet minimum wide base.

This project is proposed to be implemented in two phases. Phase one consists of the design and permitting activities to get the project ready for construction and to purchase the Muscle Wall. Phase two will consist of the construction of the project.

FISCAL IMPACT

Total cost of project: \$13,097,282.00

Department of Water Resources Proposition 68 will cover the 25% Match \$3,274,320.50

HMGP grant application request amount \$9,822,961.50

RECOMMENDATION

Staff recommends City Council approve Resolution #12-22 authorizing the City to submit a sub-applicant grant application for the CALOES Hazard Mitigation Grant Program (HMGP) for the City of Isleton Perimeter Flood Barrier All-Weather Access Road and Berm

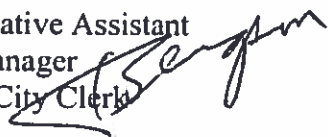
ATTACHMENTS

1. Resolution 12-22 authorizing the City to submit a sub-applicant grant application for the CALOES Hazard Mitigation Grant Program (HMGP) for the City of Isleton Perimeter Flood Barrier All-Weather Access Road and Berm

Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

Approved by: Yvonne Zepeda, Deputy City Clerk



RESOLUTION NO. 12-22

RESOLUTION 12-22 AUTHORIZING THE CITY TO SUBMIT A SUB-APPLICANT GRANT APPLICATION FOR THE CALOES HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE CITY OF ISLETON PERIMETER FLOOD BARRIER ALL-WEATHER ACCESS ROAD AND BERM

WHEREAS, the City of Isleton submitted Notice of Intent for the CALOES 404 Mitigation Grant Program for the Isleton Perimeter Flood Barrier Road and Berm Project and was approved to submit a sub-application to determine further review by FEMA.

WHEREAS, staff recommends authorizing the submittal of necessary paper and backup document to meet the HMGP funding criteria.

WHEREAS, staff recommends designating the City Manager or designee as agents of the City for the purposes of submitting all necessary documents for the HMGP application and to otherwise secure funding.

WHEREAS, the total project amount for the Isleton Perimeter Flood Barrier Road and Berm Project is \$13,097,282. The match of 25% will be funded through the Department of Water Resources Grant of \$3,274,320.50. Grant application request \$9,822,961.50

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

1. The City staff is hereby authorized and directed to submit an application for the Hazard Mitigation Grant Program (HMGP) for Isleton Perimeter Flood Barrier Road and Berm Project to
2. The City Manager, or designee, are hereby designated as agents of the City for purposes to submitting the necessary documents for the HMGP application and to otherwise secure funding.
3. The City of Isleton certifies that the City will maintain the improvements.

PASSED AND ADOPTED by the City Council of the City of Isleton on the 22nd day of March 2022 by the following vote:

AYES:

NOES: None:

ABSTAIN: None:

ABSENT:

Mayor, Eric Pene

ATTEST:

City Clerk, Yvonne Zepeda

City of Isleton

City Council
Staff Report

DATE: March 30, 2022

ITEM#: 8.B

CATEGORY: New Business

RESOLUTION NO. 11-22 AUTHORIZING THE CITY TO SUBMIT GRANT APPLICATION FOR THE DEPARTMENT OF WATER RESOURCES (DWR) DELTA FLOOD EMERGENCY RESPONSE GRANT PROGRAM FOR THE ISLETON FLOOD EMERGENCY RESPONSE PLAN; APPROVE

SUMMARY

Pursuant to California Proposition 1E, Section 5096.821 of Chapter 1.699 of Division 5 of the Public Resources Code and Proposition 1, Water Quality, Supply, and Infrastructure Improvement Act of 2014 application by this Agency to the California Department of Water Resources to obtain a grant for the **Isleton Flood Emergency Response Plan**.

DISCUSSION

City has opportunity to enhance its flood protection facilities and operations. Obtaining this grant can provide the City a Flood Emergency Response Plan. The Plan will consist of the following elements:

Flood Preparedness; Preparing or updating the local flood emergency plan, incorporating the plan into the local multi-hazard emergency response plan and ensuring coordination between the local flood emergency plan and the multi-hazard emergency response plan. ii. Developing processes to effectively communicate and coordinate response to flood emergencies through DWR's Flood Operation Center, Cal OES, local operational areas and levee maintaining agencies. This includes adoption and deployment of tools for collecting and exchanging of flood information

Training and Exercises Coordinating, conducting and participating in flood emergency response training, drills and exercises with DWR, neighboring jurisdictions, State agencies and/or Federal agencies, including regional exercises. ii. Coordinating, conducting and participating in flood emergency communication drills and exercises.

Facilities, Equipment, and Supplies Acquiring or enhancing local and regional flood fight materials and supplies such as flood fight material stockpiles to protect critical infrastructure by purchasing three mobile flood pumps and developing staging areas for use during high water or flood event based on flood emergency action plan.

Operations and Maintenance Provide a description of how the completed project will be operated and maintained.

FISCAL IMPACT

Estimated grant amount is \$250,000.00. 100% Funding from the Department of Water Resources. There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends City Council approve Resolution No. 11-22 authorizing the City to submit grant application for the Department of Water Resources Delta Flood Emergency Response Grant Program for the Isleton Flood Emergency Response Plan.

ATTACHMENTS

1. Resolution No. 11-22 authorizing the City to submit grant application for the Department of Water Resources Delta Flood Emergency Response Grant Program for the Isleton Flood Emergency Response Plan.

Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, Deputy City Clerk



RESOLUTION NO. 11-22

RESOLUTION NO. 11-22 AUTHORIZING THE CITY TO SUBMIT GRANT APPLICATION FOR THE DEPARTMENT OF WATER RESOURCES (DWR) DELTA FLOOD EMERGENCY RESPONSE GRANT PROGRAM FOR THE ISLETON FLOOD EMERGENCY RESPONSE PLAN

WHEREAS, The City of Isleton proposes to implement the **Isleton Flood Emergency Response Plan**; and

WHEREAS, The City of Isleton intends to accept grant funding from the California Department of Water Resources for the project costs;

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

1. Pursuant to California Proposition 1E, Section 5096.821 of Chapter 1.699 of Division 5 of the Public Resources Code and Proposition 1, Water Quality, Supply, and Infrastructure Improvement Act of 2014 application by this Agency to the California Department of Water Resources to obtain a grant for the **Isleton Flood Emergency Response Plan**.
2. The **City of Isleton** approves the **City Manager** or designee is hereby authorized and directed to prepare the necessary data, make investigations, sign, and file such project documentation with the California Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding for \$250,000.00 for the **Isleton Flood Emergency Response Plan**.
3. The **City of Isleton** authorizes the **City Manager**, or designee is hereby authorized to execute a funding agreement and any amendments thereto using written or electronic means pursuant to the Uniform Electronic Transactions Act to obtain the grant funding.

PASSED AND ADOPTED by the City Council of the City of Isleton on the 22nd day of March 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, Eric Pene

ATTEST:

Yvonne Zepeda, Deputy City Clerk



City of Isleton

101 Second Street, Isleton, California 95641

CITY MANAGER REPORT

Date: 18 March 2022

To: Mayor & City Councilmembers

From: Charles Bergson, City Manager

Re: City Manager Report for 22 March 2022

Covid 19 – City Operations

The City is still operating under County Order of February 2022.

Developments – The Delta Queen Lodge at 34 Main Street opens on 19 March. The Card Club at Second and A Streets is under renovation in advance of opening. 402 Jackson Street has applied to enlarge its operations. The Meadows RV Park is under environmental review and will be submitted to the Planning Commission. The Building Official “red-tags” have placed on 57 Main Street and 501 Sixth Street.

The City is in receipt of the following grants - \$100,000 from SHRA for Main Street Pedestrian Lighting, \$40,000 from SACOG for the rental housing inspection program, \$100,000 from SACOG to final the General Plan Update, \$178,000 from Prop 68 for the Wilson Park upgrade, \$200,000 from State Boating & Waterways for a Boat Launching Facility plan.

The year to date financials from July 2021 to January 2022 are attached along with the check register; General Fund and the Wastewater fund.

Respectfully,

Charles Bergson, P.E.

General Fund - City of Isleton
Profit & Loss
 July 2021 through January 2022

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	TOTAL
Ordinary Income/Expense								
Income								
4700013 · Parking Enforcement Charges for Services	0.00	0.00	57.50	0.00	288.50	107.50	0.00	453.50
Fines and Forfeitures	938.85	3,719.49	1,027.41	11,931.11	1,861.03	4,587.10	841.12	24,906.11
Licenses and Permits	0.00	0.00	0.00	0.00	2,712.27	0.00	-80.32	2,631.95
Other Revenues	40.00	1,365.00	4,534.42	3,517.53	2,634.82	12,861.28	6,931.75	31,884.80
4810112 · State of CA Covid Taxes and Assessments	1,865.97	0.00	0.00	45.00	40,935.65	0.00	1,450.28	44,296.90
Use of Money	100,951.00	0.00	0.00	0.00	0.00	0.00	0.00	100,951.00
Grant Income - Other	28,865.05	118,829.34	128,229.73	76,837.60	94,483.93	94,870.44	89,674.33	631,790.42
6100122 · Returned Check Charges	0.00	8.13	4.17	4.68	2.73	2.78	20.87	43.36
Grant Income - Other	4,322.45	10,500.00	17,208.75	0.00	10,000.00	0.00	2,445.30	44,476.50
6100122 · Returned Check Charges	0.00	0.00	0.00	0.00	25.00	0.00	0.00	25.00
Total Income	136,983.32	134,421.96	151,061.98	92,335.92	152,943.93	112,429.10	101,283.33	881,459.54
Gross Profit	136,983.32	134,421.96	151,061.98	92,335.92	152,943.93	112,429.10	101,283.33	881,459.54
Expense								
8811113 · Merchant Card Fee	0.00	0.00	0.00	0.00	162.25	134.93	0.00	297.18
9100033 · Credit Card Fees SB1	0.00	0.00	0.00	199.78	0.00	0.00	121.09	320.87
8450054 · Weed Abatement - BILLABLE	664.89	0.00	0.00	0.00	0.00	201.10	0.00	865.99
8220412 · Parking Enforcement Expense	512.40	0.00	0.00	0.00	0.00	0.00	0.00	512.40
9100032 · Bank Service Charges	0.00	0.00	0.00	0.00	3,075.60	2,236.80	1,677.60	6,990.00
Indirect Overhead Expense	0.00	0.00	0.00	10.00	0.00	0.00	35.00	45.00
Grant Expense	0.00	0.00	-790.88	0.00	0.00	0.00	0.00	-790.88
8220512 · Housekeeping	133.67	0.00	9,619.71	6,709.95	638.86	15,361.81	678.72	33,142.72
10 · General Government	0.00	0.00	0.00	0.00	0.00	0.00	650.00	650.00
20 · Public Safety	40,808.94	62,277.08	39,745.51	31,105.83	36,692.40	56,775.87	48,102.90	315,508.53
30 · Parks & Recreation	30,847.11	33,070.57	25,412.58	24,034.10	28,332.90	77,880.17	53,871.35	273,448.78
52 · Public Ways and Facilities	500.20	499.72	812.79	674.36	849.87	656.78	674.16	4,667.88
53 · Community Development	20,696.87	10,932.50	12,961.09	5,980.33	6,866.60	11,151.30	11,448.22	80,036.91
56 · Non Departmental Expenses	761.05	1,398.03	762.29	1,249.95	436.49	798.15	602.19	6,008.15
66900 · Reconciliation Discrepancies	56.91	0.00	0.00	0.00	0.00	0.00	-4,791.11	-4,734.20
57 · Covid 19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
83150SW · Repairs & Maintenance Sewer	2,091.87	2,032.44	509.82	1,722.68	29.41	327.05	464.33	7,177.60
8440000 · Professional Services	864.00	0.00	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	0.00	10,500.00
Total Expense	97,937.91	120,710.34	89,032.91	71,686.98	77,084.38	165,523.96	113,534.45	735,510.93
Net Ordinary Income	39,045.41	13,711.62	62,029.07	20,648.94	75,859.55	-53,094.86	-12,251.12	145,948.61
Other Income/Expense								
Other Income								
92200 · Strike Fund - Fire	0.00	0.00	0.00	0.00	36,928.88	0.00	-26,726.55	10,202.33
9200112 · Indirect cost allocation	1,874.80	3,259.34	1,013.32	1,638.89	2,108.80	1,890.69	1,534.88	13,320.72
Total Other Income	1,874.80	3,259.34	1,013.32	1,638.89	39,037.68	1,890.69	-25,191.67	23,523.05
Other Expense								
Prior Period Adjustment	1,163.19	0.00	0.00	0.00	0.00	0.00	0.00	1,163.19
Total Other Expense	1,163.19	0.00	0.00	0.00	0.00	0.00	0.00	1,163.19
Net Other Income	711.61	3,259.34	1,013.32	1,638.89	39,037.68	1,890.69	-25,191.67	22,359.86
Net Income	39,757.02	16,970.96	63,042.39	22,287.83	114,897.23	-51,204.17	-37,442.79	168,308.47

**410 Sewer O&M - City of Isleton
Profit & Loss**

July 2021 through January 2022

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	TOTAL
Ordinary Income/Expense								
Income								
4007612 · Delinquent Sewer	0.00	0.00	0.00	0.00	0.00	35,422.15	0.00	35,422.15
45100SW · Sewer - Single Family - City	18,288.05	18,216.05	18,216.05	18,072.05	18,072.06	18,072.06	18,069.56	127,005.88
45101SW · Sewer - Multi Family City	9,376.63	10,132.63	10,132.63	10,132.63	10,132.63	10,132.63	10,132.63	70,172.41
45102SW · Sewer - Commercial City	7,790.21	7,790.21	7,718.21	7,790.21	7,718.22	7,718.22	8,111.27	54,636.55
45103SW · Sewer - Resident Outside City	7,900.01	7,892.11	7,900.01	7,900.01	7,900.01	7,900.01	7,900.01	55,292.17
45104SW · Sewer - Commercial Outside City	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	14,599.48
6100051 · Grant - State Water Resources	0.00	0.00	3,199.00	0.00	0.00	0.00	0.00	3,199.00
Total Income	45,440.54	46,116.64	49,251.54	45,980.54	45,908.56	81,330.71	46,299.11	360,327.64
Gross Profit	45,440.54	46,116.64	49,251.54	45,980.54	45,908.56	81,330.71	46,299.11	360,327.64
Expense								
7000012 · Assess Fees (Tax Distribution)	10,283.18	0.00	0.00	0.00	0.00	11,413.80	0.00	21,696.98
71100SW · Salaries & Wage - Sewer	7,584.57	11,896.27	7,827.54	8,278.48	8,164.70	6,410.78	5,461.76	55,624.10
72104SW · Social Security Contr - Sewer	613.12	948.51	606.00	633.31	624.60	490.43	577.36	4,493.33
73200SW · Workers' Comp Ins - Sewer 410	415.30	0.00	105.32	2,435.01	3,495.17	874.17	874.17	8,199.14
80100SW · Postage - Sewer	0.00	200.00	0.00	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	0.00	3,419.72
8170000 · Uniforms	33.39	200.34	333.90	133.56	66.78	100.17	166.95	1,035.09
82200SW · GAS - Sewer	693.13	585.50	425.15	640.16	819.26	437.81	0.00	3,601.01
82201SW · Electricity - Sewer	475.93	437.60	446.87	423.45	0.00	0.00	0.00	1,783.85
82203SW · WATER - SEWER	503.91	426.98	499.27	380.95	382.59	132.68	127.98	2,454.36
83050SW · Protective Equip & Suppl Sewer	0.00	0.00	8,165.00	0.00	0.00	0.00	0.00	8,165.00
83100SW · Office & Comp Supplies Sewer	0.00	0.00	0.00	0.00	0.00	0.00	341.50	341.50
83111SW · Computer Service- SEWER	195.00	266.25	195.00	195.00	195.00	195.00	0.00	1,241.25
83150SW · Repairs & Maintenance Sewer	381.88	0.00	0.00	987.34	270.43	0.00	0.00	1,639.65
83151SW · Repairs & Maint - Sewer	0.00	471.59	0.00	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	1,123.00	7,692.26
83153SW · Vehicle Parts/Repair Sewer	0.00	16.00	1,123.00	212.45	0.00	305.33	0.00	1,656.78
83154SW · Vehicle Maint - Sewer	0.00	0.00	0.00	0.00	0.00	3,013.23	0.00	3,013.23
83830SW · Supplies - Sewer	1,364.06	1,146.01	479.62	243.18	684.54	739.63	0.00	4,657.04
8383100 · Equipment REPLACEMENT / REPAIRS	0.00	0.00	0.00	499.68	0.00	0.00	520.00	1,019.68
83831SW · Equipment - Sewer	0.00	0.00	2,731.09	0.00	0.00	0.00	0.00	2,731.09
83840SW · Copier Costs SEWER	75.05	163.11	163.06	74.42	0.00	148.84	87.00	711.48
83910SW · Fuel - Sewer	1,116.65	392.99	816.18	690.78	517.45	1,274.61	0.00	4,808.66
84300SW · Engineering Services Sewer	0.00	1,916.00	0.00	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	2,120.83	4,296.66	34,111.30
84500SW · Pest Control	2,169.00	1,005.00	2,169.00	1,005.00	0.00	0.00	1,005.00	7,353.00
84620SW · Waste Discharge Fee Sewer	0.00	0.00	0.00	0.00	0.00	27,109.00	362.97	27,471.97
89900SW · Misc Exp - Sewer	0.00	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	0.00	5.00
Total Expense	35,831.70	26,924.26	30,340.33	21,071.87	23,092.52	59,309.03	14,944.35	211,514.06
Net Ordinary Income	9,608.84	19,192.38	18,911.21	24,908.67	22,816.04	22,021.68	31,354.76	148,813.58
Other Income/Expense								
Other Income								
1320512 · Interest US Bank Bond	0.65	0.65	0.65	0.63	0.65	0.00	0.00	3.23
91100SW · Indirect Cost Allocation	-1,229.65	-1,926.71	-1,265.03	-1,336.79	-1,318.39	-1,035.18	-905.88	-9,017.63
Total Other Income	-1,229.00	-1,926.06	-1,264.38	-1,336.16	-1,317.74	-1,035.18	-905.88	-9,014.40
Other Expense								
90100SP · Interest Exp - USDA Sewer Proj	47,650.00	0.00	0.00	0.00	19,620.00	0.00	0.00	67,270.00
92001SW · Transfer Out - Debt Service	0.00	0.00	31.25	0.00	0.00	0.00	0.00	31.25
Total Other Expense	47,650.00	0.00	31.25	0.00	19,620.00	0.00	0.00	67,301.25
Net Other Income	-48,879.00	-1,926.06	-1,295.63	-1,336.16	-20,937.74	-1,035.18	-905.88	-76,315.65
Net Income	-39,270.16	17,266.32	17,615.58	23,572.51	1,878.30	20,986.50	30,448.88	72,497.93

January 2021 Checks

Type	Date	Num	Name	Clr	Debit	Credit
Bill Pmt -Check	01/05/2021	17439	Sacramento County -Voter Registration	✓		2,486.66
Bill Pmt -Check	01/05/2021	17440	Frontier Communications	✓		653.68
Bill Pmt -Check	01/05/2021	17441	A. PLESCIA & CO.	✓		13,483.30
Bill Pmt -Check	01/05/2021	17442	KS Statebank	✓		687.00
Bill Pmt -Check	01/05/2021	17443	Underground Svc. Alert of Northern CA	✓	0.00	0.00
Bill Pmt -Check	01/08/2021	17444	US BANK	✓	0.00	0.00
Bill Pmt -Check	01/12/2021	17445	Bergson, Charles L.	✓		57.47
Bill Pmt -Check	01/14/2021	17446	Advantage Gear	✓		21.68
Bill Pmt -Check	01/14/2021	17447	Certified Employment	✓		883.58
Bill Pmt -Check	01/14/2021	17448	IMAGE SOURCE	✓		146.38
Bill Pmt -Check	01/14/2021	17449	Ramos Oil Company	✓		913.96
Bill Pmt -Check	01/14/2021	17450	Rio Vista Ace Hardware	✓		29.37
Bill Pmt -Check	01/14/2021	17451	Small Cities Organized Risk Effort	✓		1,811.52
Bill Pmt -Check	01/14/2021	17452	GEI Consultants, Inc.	✓		4,000.00
Bill Pmt -Check	01/20/2021	17453	California American Water- 409 2ND			35.30
Bill Pmt -Check	01/20/2021	17454	California American Water-30 1/2 Andrus			902.07
Bill Pmt -Check	01/20/2021	17455	California Clear Bottled Water Co			11.20
Bill Pmt -Check	01/20/2021	17456	Home Depot			1,752.42
Bill Pmt -Check	01/20/2021	17457	Certified Employment			1,158.98
Bill Pmt -Check	01/20/2021	17458	RADIAL TIRE OF WALNUT GROVE	✓	0.00	0.00
Bill Pmt -Check	01/20/2021	17459	Underground Svc. Alert of Northern CA	✓	0.00	0.00
Bill Pmt -Check	01/20/2021	17461	Delta Computer Consultants			95.00
Bill Pmt -Check	01/20/2021	17462	River Rats Septic & Plumbing			425.00
Bill Pmt -Check	01/20/2021	17463	State Compensation Insurance Fund			1,251.58
Bill Pmt -Check	01/20/2021	17464	Sacramento Regional Fire			844.35
Bill Pmt -Check	01/20/2021	17465	DYNAMIC PLANNING + SCIENCE			3,949.97
Bill Pmt -Check	01/20/2021	17466	Aramark			64.30
Bill Pmt -Check	01/20/2021	17467	Rio Vista Ace Hardware			55.35
Bill Pmt -Check	01/20/2021	17468	Ramos Oil Company			86.40
Bill Pmt -Check	01/22/2021	17470	IMAGE SOURCE			276.98
Bill Pmt -Check	01/22/2021	17471	GEI Consultants, Inc.	✓		26,672.36
Bill Pmt -Check	01/20/2021	17494	PG&E- WILSON BALLPARK			9.85
						62,765.71

Internal Report - UNAUDITED

