

# City of Isleton

City Council  
Staff Report

DATE: December 13, 2022

ITEM#: 4.A

CATEGORY: Communication

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## LETTER OF RESIGNATION FROM ISLETON HISTORIC PRESERVATION BOARD FROM ALEIDA SUAREZ

### SUBJECT:

Letter of resignation from the Isleton Historic Preservation Board, Aleida Suarez

### FISCAL IMPACT

There is no fiscal impact.

### RECOMMENDATION

City Council receive communication.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda 

Reviewed by: City Manager, Charles Bergson 



25 November 2022

Dear Fellow Isleton Historic Preservation Board Members, Isleton City Council, and Isleton City Staff,

I'm writing to inform you of my resignation from my position as Chair/Member of the Isleton Historic Preservation Review Board.

I apologize for the inconvenience this may cause and I thank you for the learning experience.

I wish the Isleton Historic Preservation Review Board the best and hope the Board's efforts will be consistently supported and valued going forward.

Sincerely,

A handwritten signature in black ink, appearing to read "Aleida Suárez". The signature is written in a cursive, somewhat stylized font.

Aleida Suárez



# City of Isleton

DATE: December 13, 2022

Special City Council  
Staff Report

ITEM#: 4.B

CATEGORY: Communication

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## CITY OF ISLETON 2024 BLUEPRINT OUTLINE FROM SACRAMENTO AREA COUNCIL OF GOVERNMENT

### SUBJECT

#### Background on SACOG

The Sacramento Area Council of Governments is where local government currently undergoing an update of its "Blueprint" this plan, titled Blueprint, and anticipates adoption of the plan in 2024.

### SUMMARY

The 2024 Blueprint will outline recommendations for public land use policy and transportation investment strategies for the Sacramento region for the next 30 years. This plan is provided in advance for Council information.

At the Isleton City Council meeting, James Coreless will provide a short presentation and answer any council questions on the 2024 Blueprint.

### FISCAL IMPACT

There is no fiscal impact at this time.

### RECOMMENDATION

Information, no recommendation.

### ATTACHMENTS

- Sacramento Area Council of Governments Staff Report

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk



### **Background on SACOG**

The Sacramento Area Council of Governments is where local government leaders across the region come together to advance the goals of economic prosperity, connected communities, and vibrant places. SACOG works with the 6 counties and 22 cities in the region to solve challenges that are too big for any one jurisdiction to solve on its own. SACOG plays a central role in transportation infrastructure planning and funding assistance for cities, counties, transit operators, and other entities responsible for providing for the mobility needs of the region's residents. One of SACOG's main roles as the state and federally recognized Metropolitan Planning Organization for the region, is to maintain the region's long range, fiscally constrained, transportation plan and accompanying land use strategy. This plan must be updated every four years in coordination with local government agencies and demonstrate how the region is working to advance local, regional, state, and federal policy priorities. SACOG is currently undergoing an update of this plan, titled Blueprint, and anticipates adoption of the plan in 2024.

### **Background on Blueprint**

The 2024 Blueprint will outline recommendations for public land use policy and transportation investment strategies for the Sacramento region for the next 30 years. This plan will lay out a set of strategies for an integrated, multimodal transportation system and a regional land use development pattern that can create a more thriving region that works for all residents. The plan aims to connect housing to jobs, education, goods and services, and recreational opportunities while protecting and enhancing our region's natural and working landscapes.

Aside from this plan being a federal and state requirement, SACOG will use the 2024 Blueprint update to help local agencies coordinate and prioritize efforts to attract greater investment in the region through grants, private investment, and economic growth while protecting our region's natural environment, existing economies, and improving quality of life for all residents.

At the Isleton City Council meeting, James Coreless will provide a short presentation and answer any council questions on the 2024 Blueprint. The presentation will highlight how a Triple Bottom Line approach that strives to advance coequal goals in equity, economy, and environment is imperative to prepare the region to meet the complex growth and mobility challenges we all face in the coming decades. The presentation will also provide an overview of the opportunities SACOG is creating to allow for public and stakeholder involvement in the regional planning process and a glimpse into the many programs SACOG has available or is developing to support public agencies in the implementation of the region's vision for the future.





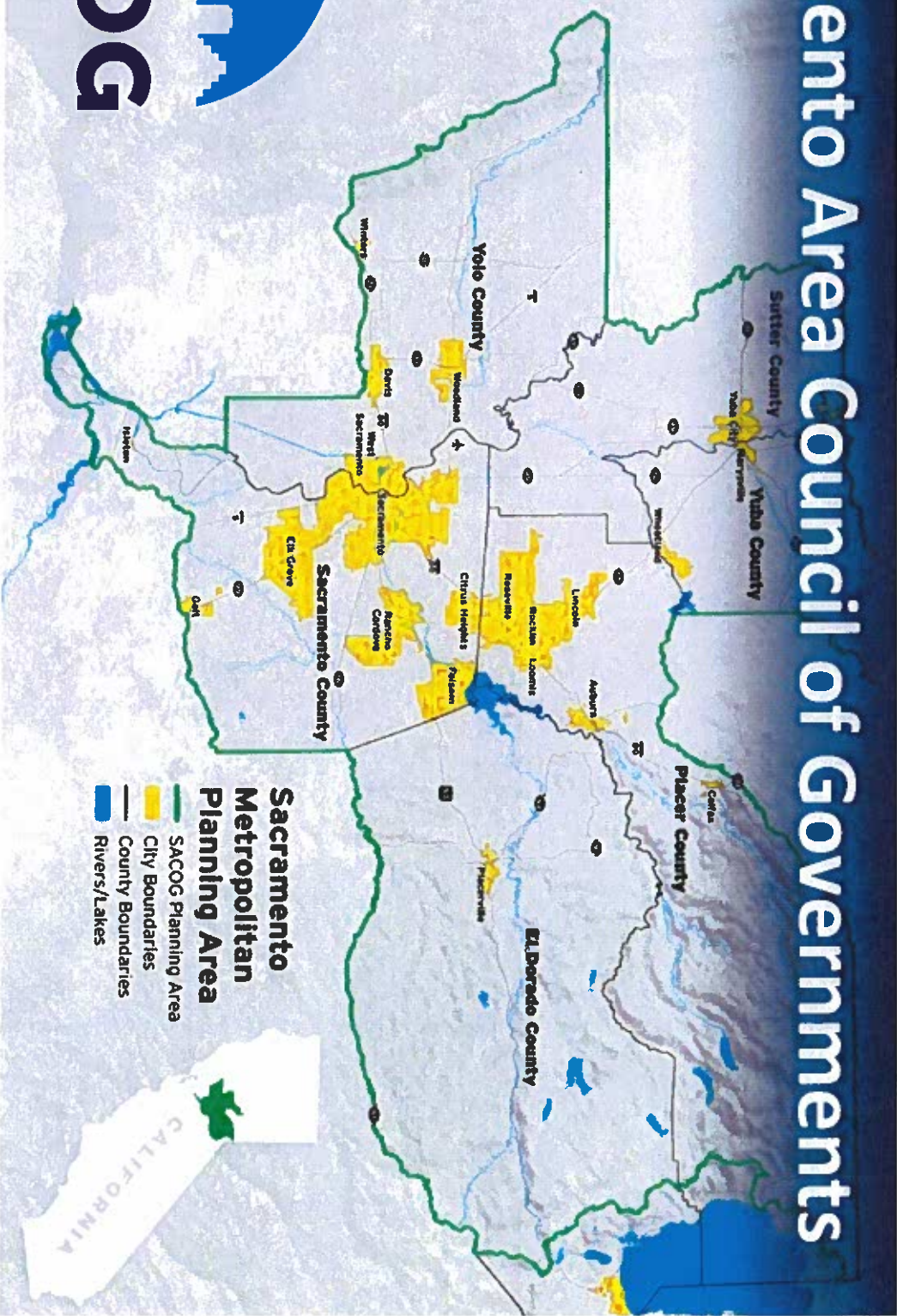


**BLUEPRINT**

**The Big Picture:  
Long Range Regional Planning**

**Winter 2023**

# Sacramento Area Council of Governments



**Sacramento Metropolitan Planning Area**

- SACOG Planning Area
- City Boundaries
- County Boundaries
- Rivers/Lakes



**SACOG**





# **BLUEPRINT**

METROPOLITAN TRANSPORTATION PLAN  
SUSTAINABLE COMMUNITIES STRATEGY

# Regional Planning



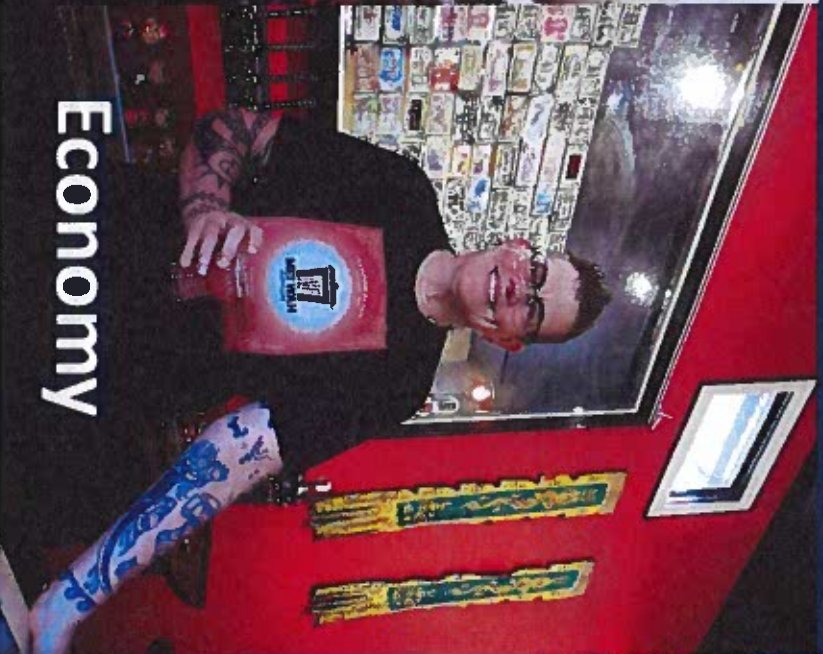
# Balancing Needs



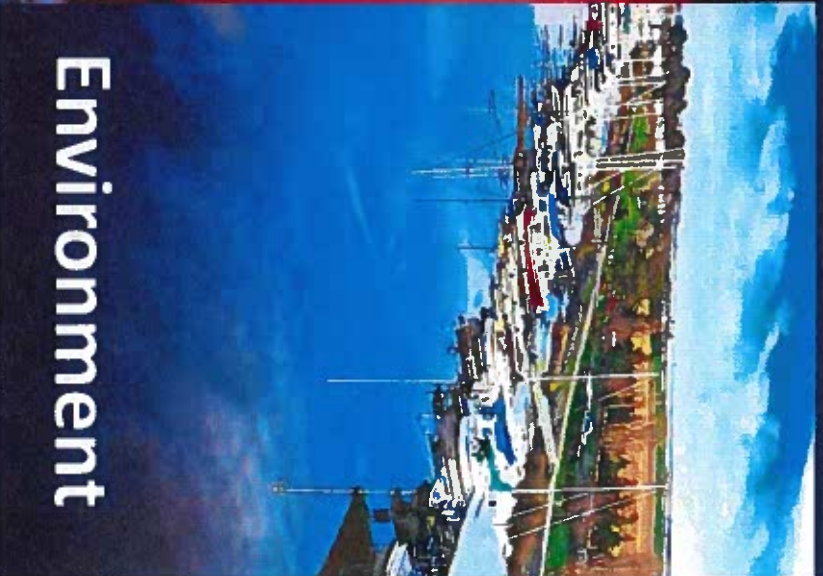
# Triple Bottom Line Framework



Equity

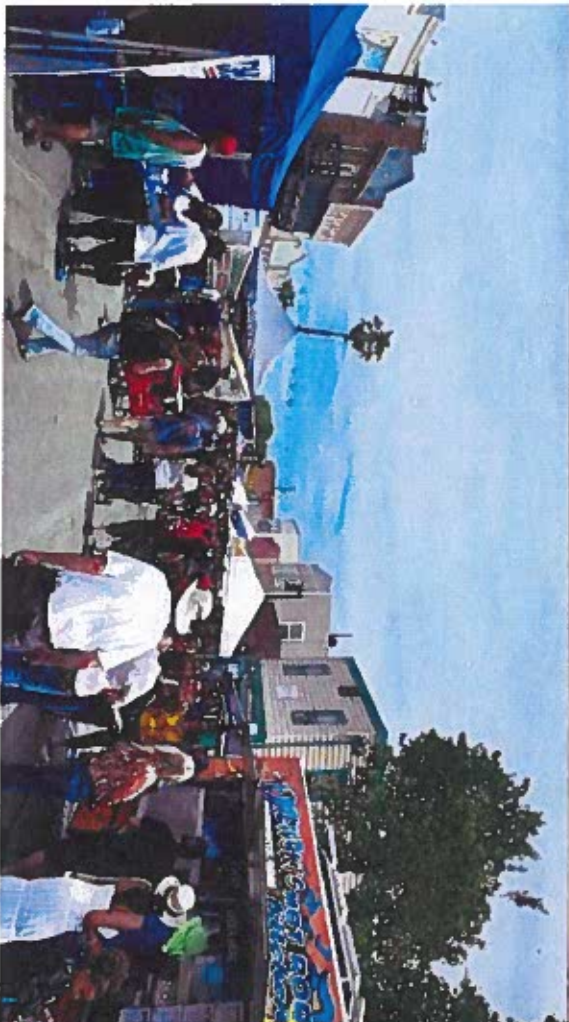
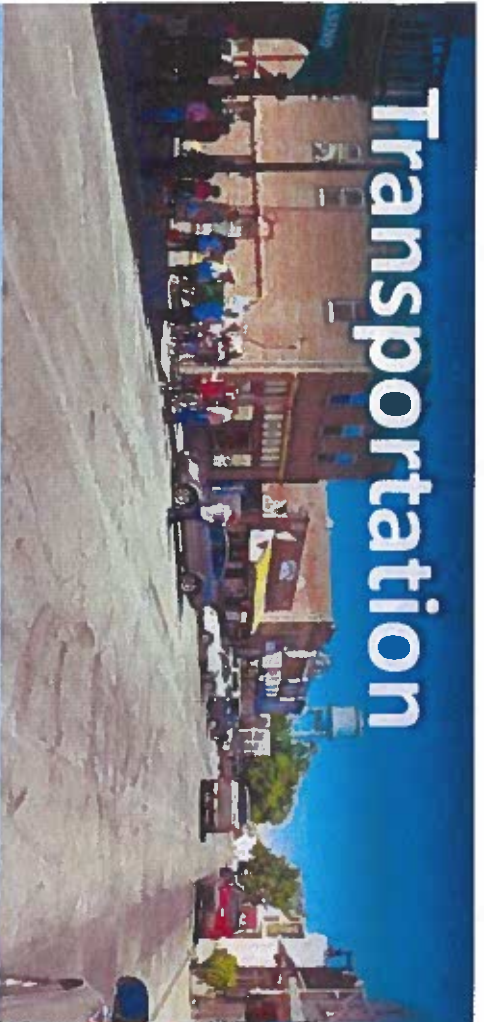


Economy



Environment

# Transportation







# City of Isleton

City Council  
Staff Report

DATE: December 13, 2022

ITEM#: 5.A

CATEGORY: Consent Calendar

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## MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 22, 2022

### SUMMARY

A. Review of the Regular City Council Meeting minutes of November 22, 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 of November 22, 2022.

### ATTACHMENTS

- Minutes of the Regular City Council Meeting of November 22, 2022.

Reviewed by: Charles Bergson, City Manager 

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk



**CITY OF ISLETON**

**Regular City Council Meeting Minutes**

Tuesday, November 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**

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This meeting will be held via teleconference or in person, pursuant to Executive Order N-29-20 issued by the State of California Executive Order by Governor Gavin Newsom on March 17, 2020. All members of the public interested in participating in this Zoom meeting can dial in by phone at 408-638-0968 (do not put a 1 before the number), Personal Meeting ID 337-903-7904# (for Personal ID just hit #) and then Passcode 123456#. For computer log-in, follow the link below.

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Join Zoom Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGRlMlBpajcwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

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**1. OPENING CEREMONIES**

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

B. Pledge of Allegiance

C. Roll Call

PRESENT: Councilmember’s Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene.

**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.

**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:** Joe Kessner – Update on the animals that attacked the alpacas and dogs were surrendered.

**4. COMMUNICATION**

**A. Save the Date-Supervisor Don Nottoli’s Open House, Saturday, January 7, 2023.**

**ACTION:** Information only.

**5. CONSENT CALENDAR**

**A. SUBJECT:** Approval of Minutes of the Special City Council Meeting of November 9, 2022.

**RECOMMENDATION:** City Council review and approve the draft minutes of the Special City Council meeting of November 9, 2022.

**ACTION:** Councilmember Paul Steele motion to approve the draft minutes of the Special City Council meeting of November 9, 2022. Councilmember Kelly Hutson second the motion. **AYES:** Councilmember’s Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

**B. SUBJECT:** Teleconference City Public Meeting Policy.

**RECOMMENDATION:** That the City Council review and provide direction on the proposed public meeting teleconferencing policy.

**ACTION:** Council gave direction to broadcast and receive comments prior to meetings.

**6. PUBLIC HEARING**

**A. SUBJECT:** None.

**7. OLD BUSINESS**

**A. SUBJECT:** City of Isleton 100<sup>th</sup> Anniversary Celebration, permit application.

**RECOMMENDATION:** Status report on the event permit application for the Isleton 100<sup>th</sup> Anniversary-Crawdad Festival for 17-18 June 2023.

**ACTION:** December 5, 2022 is the next meeting with Hollis. The 100 Year Anniversary is being held on Mother’s Day and the Crawdad Festival is June 17-18, 2023.

**8. NEW BUSINESS**

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- A. **SUBJECT:** A Resolution No. 36-22, Isleton Fire Department, Department of Forestry and Fire Protection.

**RECOMMENDATION:** It is recommended that City Council adopt Resolution No. 36-22, approving agreement and authorizing City Manager to sign and execute said agreement and any amendments on behalf of the Isleton Fire Department.

**ACTION:** Councilmember Iva Walton motion to adopt Resolution No. 36-22, approving agreement and authorizing City Manager to sign and execute said agreement and any amendments on behalf of the Isleton Fire Department. Councilmember Kelly Hutson second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

- B. **SUBJECT:** Sacramento County request Return of Funds.

**RECOMMENDATION:** That City Council request confirmation of County disbursement error and give direction.

**ACTION:** City Manager said, he'd take the direction of waiting to hear back from Don Notolli.

## 9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson- Holding City Council meetings at City Hall.
- B. Councilmember Paul Steele- Holiday Tree. Dec. 4, 2022 Holiday Party at Peter's Steak House.
- C. Councilmember Iva Walton- Delta Traffic Meeting across from F&M Bank.
- D. Vice Mayor Pamela Bulahan – Delta Traffic Meeting in Rio Vista. Helped the Litter Clean up.
- E. Mayor Eric Pene- Solano County on paper for 911 dispatch and work with new Sheriff Cooper. Meeting next month.

## 10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – Received. Provided monthly reports. Ask to purchase Christmas decorations for \$200.00.
- B. Fire Chief Report – Arson Fire at Wilson Ball Park. Press release and called Sheriff's and District Attorney Office and no assistance. Insurance is covering the cost of the park.
- C. Code Enforcement Report – Willdan to start on December 15, 2022.

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## 11. CLOSED SESSION

11.1 None.

## 12. ADJOURNMENT

AYES:

NOES:

ABSTAIN:

ABSENT:

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MAYOR, Eric Pene

ATTEST:

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DEPUTY CITY CLERK, Yvonne Zepeda

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# City of Isleton

## City Council Staff Report

DATE: December 13, 2022

ITEM#: 7.A

CATEGORY: Old Business

### CONTINUATION

### CITY OF ISLETON 100<sup>th</sup> ANNIVERSARY CELEBRATION, PERMIT APPLICATION

#### SUMMARY

The City has received an application from Michael Goldstein for staging of Isleton's 100<sup>th</sup> Anniversary - Crawdad Festival for the second weekend of June 2023.

The special permit application has been made to stage the City's 100th Anniversary and Crawdad Festival for Father's Day weekend in 2023. Mr. Goldstein has submitted a special events application for this event. This application includes plans for parking, fire and emergency medical staging plan, security that is to include 30 security officers and 10 Sacramento County Sheriffs, a trash clean up schedule, insurance coverage, hold harmless agreement, state liquor license, food vendors, and entertainment and sponsors. Copy is attached.

Mr. Goldstein has produce themed events in various locales in involving retail vendors, sponsors, music and entertainment in a size that the range of 700 to 10000 people. Some of these events include Rubrik Sales Kickoff in Las Vegas, Zscaler SKO Games in Chicago, Connect in Dana Point, California.

It is anticipated that this event will be of moderate size and limited activities after such a long absence. Reestablishing Isleton's Father's day weekend event after a hiatus has been an objective of the City since the prior festival closed several years ago. The local cannabis industry did a good job re-initiating this event in 2019 on a smaller scale. However the continuation of this event was halted by the coronavirus pandemic for the past three years. Mr. Goldstein's plan is comprehensive, has the experience and resources to engage the range of services needed - security, finance, sponsor, beverage, vendors, food, parking, trash - to bring this event to the fore. The size of this event is expected to be similar to the event of 2019.

Staff has put Mr. Goldstein in touch with the City's insurance broker to put in place the proper amount of liability and insurance protection to the City. The insurance minimum limits have been adjusted upward to \$2 million for occurrence, automobile and liquor liability and \$4 million for aggregate; up from \$1 million for all categories.

Update – Mr. Goldstein has contacted the City's insurance carrier (SCORE) and familiarized with insurance requirements. He will retain the insurance closer to the event date.

The amount of time it takes to stage such an event takes months to a year. This plan provides the schedule and necessary resources to stage this event. Issuing the permit at this time will give Mr. Goldstein and staff at this time to address and secure the many details and resources needed in advance. This action allows the applicant the authority to determine and secure these details at

least a half a year ahead of the event. Should there be obstacles to preparing this event or that may prevent the event from being staged, the City needs to know early. Staff will report to and so advise Council in early January of 2023.

Staff recommends that this application be approved.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action

### **RECOMMENDATION**

Status report on the event permit application for the Isleton 100<sup>th</sup> Anniversary-Crawdad Festival for 17-18 June 2023.

### **ATTACHMENT**

- Permit Application, Isleton 100<sup>th</sup> Anniversary – Crawdad Festival, June 2023

Reviewed by: Charles Bergson, City Manager



Submitted by: Yvonne Zepeda, City Clerk





# CITY OF ISLETON

RECREATION AND COMMUNITY SERVICES

101 2nd Street • Isleton, CA 95641

(916)-777-7770 • FAX: (916) 777-7775

## TEMPORARY USE APPLICATION: SPECIAL EVENT QUESTIONNAIRE

Please complete all information; do not leave any spaces blank. Write N/A in spaces that do not pertain to your event. **Incomplete Applications will not be processed.** Please use dark blue or black ink. A non-refundable Application Fee is due upon submittal of this proposal.

### Event Information

Name of Event: THE Crawdad Festival

Description of Event: Seafood Festival With Food: music, Alcohol

Set-up Date(s): June 13, 2023  
List each set-up date

Set-up Time(s): 10:00 AM 7:00 PM  
List hours for each date indicated above (e.g., 9 a.m. – 10 a.m.)

Event Date(s): June 17, 18, 2023  
List each event date

Event Time(s): 9:00 AM 9:00 PM  
List hours for each date indicated above (e.g., 10 a.m. – 5 p.m.)

Tear-down Date(s): June 19-21, 2023  
List each tear-down date

Tear-down Time(s): 8:00 AM 5:00 PM  
List hours for each date indicated above (e.g., 10 a.m. – 5 p.m.)

Proposed Location of Event: Please list all facilities to be used, including buildings, parking lots, streets, parks, etc.

Facility \_\_\_\_\_ Location(s) Main Street

Facility \_\_\_\_\_ Location(s) " "

Facility \_\_\_\_\_ Location(s) " "

Facility \_\_\_\_\_ Location(s) " "

Name of property owner where event is to be held: \_\_\_\_\_

Has this event ever been held at other location(s)?

Yes  No

If yes, where and when? \_\_\_\_\_

Will there be an admission charge?

No  Yes

Amount: \$23.00 - \$18.00 EB

Expected daily attendance: 1K Peak attendance: 10K

Time of Day: \_\_\_\_\_ Qty: \_\_\_\_\_

Describe audience and anticipated demographics: Multi-Cultural Attendees / All Ages

Will there be amplified entertainment or speeches?

Yes  No

If yes, describe:

Live Music Performance

Will there be any items sold?

Yes  No

If yes, describe:

Food, Alcoholic Beverages, Souvenirs

Will there be contracted concessionaires?

Yes  No

If yes, describe:

Food Vendors

How close are the nearest residences? 200 Ft

Garbage receptacles are mandatory.

City services will be needed for garbage receptacles (fees apply).

Garbage receptacles will be provided, maintained, and emptied by the applicant.

Recycling containers are mandatory.

City services will be needed for recycling containers (fees apply).

Recycling containers will be provided, maintained, and emptied by the applicant.

Will you need City water connections (fees apply)?

Yes  No

If yes, describe: Will Need Water For Vendors

What time will water need to be supplied? 8:00 AM - 9:00 PM

Will you need City electrical connections (fees apply)?

Yes  No

If yes, describe (Include voltage; 110v or 220v, and number of amps used by each item of equipment, and a total amperage). Submit an Electrical Service Plan:

TBD

Please indicate whether any of the following will be at the event.

Tents?	<input checked="" type="checkbox"/> YES	NO	Size(s)/Quantity: <u>TBD</u>
Canopies?	<input checked="" type="checkbox"/> YES	NO	Size(s)/Quantity: <u>10x10 : 50 qty</u>
Open Flames/Cooking?	<input checked="" type="checkbox"/> YES	NO	Explain: <u>Crowded Cookers</u>
Self-Contained Cooking Trailers?	<input checked="" type="checkbox"/> YES	NO	Explain: <u>TBD</u>
Fireworks?	<input checked="" type="checkbox"/> YES	NO	Explain: <u>TBD</u>
Temporary Fencing?	<input checked="" type="checkbox"/> YES	NO	Height: <u>6ft</u>
First Aid Stations?	<input checked="" type="checkbox"/> YES	NO	Quantity: <u>2</u>
Portable Toilets?	<input checked="" type="checkbox"/> YES	NO	Quantity: <u>50</u>
Electric Generators?*	<input checked="" type="checkbox"/> YES	NO	Quantity: <u>TBD</u>
Carnival/Amusements?	<input checked="" type="checkbox"/> YES	NO	Quantity: <u>1</u>
Spotlights?	<input checked="" type="checkbox"/> YES	NO	Explain: <u>TBD</u>

\*If generators are required, an electrical permit must be obtained from Community Development (fees apply).

Description of any other activities at the event: Live Music & Dancing

List sponsor(s) of the event: TBD

What type of advertising/promotion will you be doing prior to the event?

<input checked="" type="checkbox"/> Radio	What Stations? <u>TBD</u>	# of spots?
<input checked="" type="checkbox"/> Television	What Stations? <u>TBD</u>	# of spots?
<input checked="" type="checkbox"/> Newspaper Ads	Which ones? <u>TBD</u>	# of ads?
<input checked="" type="checkbox"/> Press Releases	Where Distributed? <u>TBD</u>	
<input checked="" type="checkbox"/> Flyers/Posters	Where Posted? <u>TBD</u>	

By checking this box, I certify that no advertising/promotional materials will have information that conflicts with the information provided in this questionnaire. Copies of all event flyers, posters, and advertisements to be used for the event are attached.

What type of advertising/promotion will be displayed during the event?

	Describe:	Size?
<input checked="" type="checkbox"/> Banners	3 ACROSS the street BANNERS	20' X 20 - 5' X 10
<input checked="" type="checkbox"/> Inflatables	4 Festival INFLATABLES	20 FT High
<input type="checkbox"/> Other		

**Alcohol Information**

- Will there be alcohol?  Yes  No  
If No, skip to Security Information Section.
- Will alcohol be sold at the event?  Yes  No
- Will alcohol be given away at the event?  Yes  No
- Will alcohol be brought into the event by attendees?  Yes  No
- Will alcohol be included in ticket/admission price?  Yes  No
- Is event within 300' of a church or school property line?  Yes  No
- Will 50% or more of the gross revenues from the event be derived from alcohol sales?  Yes  No
- Has the applicant/organization ever had a liquor license or event permit denied, revoked, or suspended?  Yes  No

If yes, explain: \_\_\_\_\_

How will event attendees of legal drinking age (21) be identified?

By Color Waistband checked by security

**Attach a copy of approved Special Event Liquor License Application or Permit.**

**Security Information**

Name of Responsible Person to be present at event: Arthur Battle / Bryan Martin  
Tiger Security

Home Address: \_\_\_\_\_

Business Address: 3925 Power INN Rd Sacto, CA 95826

Home Phone: \_\_\_\_\_ Business Phone: 916-720-1229

Pager Number/Cell Phone No. of Person at event: 916-743-4366

Type of Private Security Personnel/Company Name: Tiger Security

Number of Security Personnel: 60

How will they be identified? UNIFORM

***\*After reviewing the permit application, the City may require the use of off duty Sacramento County Sheriffs, paid for by the applicant.***

Parades, Motorcades, Running/Walking/Cycling/Skating Events (if applicable)

Location of Assembly Area: N/A Assembly Time: \_\_\_\_\_

Location of Disassembly Area: \_\_\_\_\_ Disassembly Time: \_\_\_\_\_

Description of Participating Units (motorized, animals, floats): \_\_\_\_\_

Number of Participating Units: \_\_\_\_\_

**Illustrative Site Plans**

**Site Plan - A Site Plan of the event area indicating the location(s) of equipment and activities must be submitted with this Application. Please include location of:**

Stage(s)/Amplified sound equipment	Controlled access/Admission areas	Water service
Merchandise/Food vendors	Open flames/Cooking areas	Tents/Canopies
First aide/Emergency stations	Carnival/Amusement rides	Fencing
Activity/Amusement area	Handicap parking/Access areas	Emergency access
Recycling/Trash receptacles	Liquor distribution/Control areas	Portable restrooms

**Street Closures and Public Access - A Traffic Control Plan indicating vehicle/pedestrian traffic control, detour routes, directional signs and barricades, and street closures must be submitted for the proposed closure of any street, sidewalk, alley, right-of-way, parking lot or similar public access area. Include/indicate the proposed parade/race route, if applicable. Street closures are primarily intended for parades, races, and events that must take place within the street. Applicant must notify merchants and/or residents affected by the street closure no later than 14 business days prior to the event. Copies of the notification letters or flyers with a list of recipients must be submitted to the Recreation and Community Services office no less than 14 business days prior to the event.**

Electrical Service Plan - An additional plan must be submitted for electrical service usage showing layout of extension cords, spider boxes, generators and anticipated amperage draw.

Note: Please submit all plans on 8 1/2 x 11" paper and attach to Application.

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**Vendor Information**

Applicant/Organizer is required to provide a list of all individuals scheduled to sell merchandise, food, or other items. The information must include company names, contact persons, addresses, phone numbers and city Business License numbers if applicable. Vendors must have a current Isleton Business License or obtain a one-day Business License.

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**Applicant Information**

Name of Primary Contact (first, middle, last): Michael I Goldstein

Street Address: 1791 Tribute Rd Suite C/D

City: Sacramento State: CA Zip: 95815

Home Phone: \_\_\_\_\_ Work Phone: 800-298-1950 FAX #:

Cell Phone: \_\_\_\_\_ Email Address: Goldsteinm29@yahoo.com

Driver's License Number/State

Name of Corporation/Organization (include D.B.A. name if applicable): \_\_\_\_\_

THE CROWD Festival LLC

State of Incorporation: CA Tax I.D. No.: 88-3936854

Sales Tax No.: \_\_\_\_\_

Business Street Address: 1791 Tribute Rd Suite C/D

City: Sacto State: CA Zip: 95815

Mailing Address (if different than above): 11762 De Palmar Rd

City: Corona State: CA Zip: 92883

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**Insurance**

For events occurring on City-owned property, the applicant must provide evidence of insurance for commercial general liability, auto liability, and liquor liability (if applicable) naming the City of Isleton as additional insured. The endorsement must indicate the dates, times, and location of the event. The person/organization listed on the endorsement must be the applicant. Please have your insurance provider address the insurance documents to the attention of Parks and Recreation, no later than 2 business days prior to the event date. Minimum limits are as follows:



**APPLICATION FOR SPECIAL EVENT LICENSE**

**CITY OF ISLETON**

PO Box 716, 101 Second Street, Isleton, CA 95641

Telephone (916) 777-7770 Fax (916) 777-7775

DATE: 10 / 16 / 23 FIRST DAY OF BUSINESS: 6 / 13 / 23

NAME OF EVENT THE Crawdad Festival

OWNER(S) (Last, First, MI) OR CORPORATION Goldstein Michael I

MAILING ADDRESS 11762 DE Palma RD Suite 1C-216

NAME OF BUSINESS (D.B.A.) THE Crawdad Festival LLC

BUSINESS MAILING ADDRESS 11762 DE Palma RD Suite 1C-216

PHONE NUMBER 800-298-1950 EMERGENCY PHONE \_\_\_\_\_

OWNER(S) SOCIAL SECURITY NUMBER(S) \_\_\_\_\_

FEDERAL EMPLOYER I.D. # (FEIN) 88-3936954

STATE EMPLOYER I.D. # (SEIN) \_\_\_\_\_

STATE BOARD OF EQUALIZATION RESALE PERMIT # \_\_\_\_\_

TYPE OF OWNERSHIP: Sole Ownership \_\_\_ Partnership \_\_\_ Husband/Wife \_\_\_ Corporation X Joint Venture \_\_\_

TYPE OF BUSINESS YOU INTEND TO OPERATE Festival / Event

Describe the activities of your business (include type of product, services, etc.) Seafood Festival with

Food & Music

Will the following materials be dispensed, stored, distributed, or used in the normal course of your business activity?

- 1. Food or drink intended for human consumption Yes X No \_\_\_\_\_
- 2. Alcoholic Beverages Yes X No \_\_\_\_\_
- 3. Do you anticipate the use, storage, or handling of hazardous materials, (solvents, fuels, paint, Etc) in your business, which at any one time will exceed the following amounts?  
(The listed amounts apply regardless of the individual container size)  
55 Gallons (Liquids) 500 Pounds (Solids) 200 cubic Feet (Gases) Yes \_\_\_\_\_ No X
- 4. Will your business operations result in the generation of any hazardous wastes? Yes \_\_\_\_\_ No X

\*\*\*IMPORTANT - - - PLEASE READ THE INFORMATION BELOW\*\*\*

BUSINESS LICENSES ARE ISSUED SUBJECT IN PART TO THE INFORMATION PROVIDED BY APPLICANTS. ANY CHANGE IN THE INFORMATION PROVIDED MAY INVALIDATE THE BUSINESS LICENSE. THE GENERAL BUSINESS LICENSE IS NOT TRANSFERABLE TO A NEW OWNER, NEW TYPE OF BUSINESS ACTIVITY, OR LOCATION.

IT IS THE RESPONSIBILITY OF ALL BUSINESS LICENSE APPLICANTS TO IDENTIFY AND OBTAIN ALL SPECIAL PERMITS AND APPROVALS REQUIRED BY FEDERAL, STATE, OR COUNTY REGULATION. IT IS ALSO THE RESPONSIBILITY OF THE APPLICANTS TO COMPLY WITH ALL CITY BUILDING AND ZONING REGULATIONS AND ORDINANCES. FAILURE TO DO SO MAY INVALIDATE YOUR RIGHT TO DO BUSINESS IN THIS CITY AND IN ADDITION MAY SUBJECT YOU TO PENALTIES AND LEGAL SANCTIONS. ALL OTHER LICENSE AND/OR PERMIT FEES ARE NON-REFUNDABLE.

**THIS APPLICATION IS PUBLIC RECORD.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:



Signature of Applicant

10/6/22

Date



## FIRE CHIEF ANSWERS.

1. Parking site agreements will be provided 90 days prior to event. All lots to be cleared and mowed within a week of the event.
2. Fire and EMT equipment to be set outside event zones at the direction of the Fire Chief.
3. Ambulance services to be provided by Applicant.
4. Beer Garden will be monitored by security people in the Garden. All persons in the Garden will be identified by wrist bands.
5. Site cleanliness will be monitored throughout the event with frequent removals. The event site will be cleaned at the end of event day. A security deposit of \$5000 to be placed with the City to assure trash removal.
6. Shuttles to be provided for remote parking lots.
7. Applicant to retain insurance to meet minimum limits as set by the City's insurance carrier, Small Cities Combined Risk Effort.

  
\_\_\_\_\_  
Michael Goldstein

10/6/2022







# City of Isleton

## City Council Staff Report

DATE: December 13, 2022

ITEM 7.B

CATEGORY: Old Business

### FISCAL YEAR 2022-23 BUDGET, CITY OF ISLETON

#### SUMMARY

The Fiscal Year 2022-2023 Budget is presented to City Council for its second review and for adoption.

#### DISCUSSION

The City's revenues over the last three years have been trending upwards. The City experienced a downturn in revenue at the start of the pandemic in late 2020 and early 2021, this drop was mitigated somewhat by the Coronavirus Aid, Relief and Economic Security Act (CARES) disbursement and the Federal American Recovery Plan Funds and higher Cannabis revenue. Nonetheless, over a five (5) year period the city has seen a steady growth in sales taxes, property taxes, revenues from building and from new business.

It is noted that over the recent three (3) year period the City posted positive numbers after nearly thirty years of negative cash flow and mounting debts. This array of debt includes the following:

- CA Employment Development Department
- SCIF (State Workers' Compensation Insurance Fund)
- Isleton Redevelopment Agency
- Sacramento County Sheriffs
- SCORE (Insurance)
- Sewer Fund
- Levee District
- Capital Impact Fund
- Waste Collection Fund

These negative balances were accumulated over a long period from the mid 1990's to about 2014. The City will continue its approach to debt relief through payment over time. The City expects to be able to continue to build on the positive results of the recent three year period. This path will allow the City to continue growing a reserve and address past debts.

The increases from Fiscal Year 22 to Fiscal Year 23 are, in general;

Police Reserve - \$58,000 Funds set aside to prepare to find an improved level of police services.

Code Enforcement - \$60,000 establishing the new code enforcement function. (The first year Of operation is being funded by SACOG's Regional Early Action Planning grant – REAP.)

Fire Operations and Equipment - \$50,000 for adequate staffing and equipment.

Finance Supervisor - \$32,000 Supplemental funds to bring the part time finance/accounting to full time.

Salaries - \$30,000 This is approximately a 4% increase in salaries and benefits.

Employer Matching for 401K - \$20,000 This is the City's matching portion to meet the employee's contribution to the retirement Program. The City committed to a retirement plan in 2020 for more than this amount.

The Budget is balanced and provides for discretionary Council funds in the event of unexpected issues. Also included is a Budget Chart of Distribution by Function showing specific funds for a designated municipal function.

Notes:

1. Revenue Account – There are funds from the CARES, ARP and County Permanent Housing that are not annual funds and, while income, are not operational and have been subtracted from FY 2022.
2. The property taxes are lower on the Revenue table because the RDA funds have been segregated as separate income. Accounting for this segregation Of the property taxes are actually higher by about \$10,000 over the past year.

### **FISCAL IMPACT**

There is no fiscal impact associated with this report.

### **RECOMMENDATION**

That the City Council review and approve the City's Fiscal Year 2022- 2023 Budget.

### **ATTACHMENT:**

- a) Budget FY 2022 – 2023

Prepared by: Nancy Clymer, Finance/Accounting  
Submitted by: Charles Bergson, City Manager



# CITY OF ISLETON BUDGET FY 2022-2023

Isleton, Calif. May 28th, 1923.

The first meeting of the Board of Trustees of the Town of Isleton, was held in the Directors' Room in the Bank of Isleton, on Monday, May 28th, 1923, at 8 P.M.

The meeting was called to order by the Clerk, Mr. W. S. Martin, after which he administered the oath of the other Trustees and Officers elect, and had each subscribed to.

The Clerk then announced that nominations were in order for President of the Board of Trustees.

Nominations were L. F. Gardiner and Mrs. I. P. Gardiner. Mrs. I. P. Gardiner asked that her nomination not be considered whereupon by unanimous affirmative vote L. F. Gardiner was elected President and the chair was relinquished to him, the Clerk retiring to his own station.

Ordinances Nos. 1 to 3 inclusive, as they appear in the Ordinance Register were adopted by unanimous affirmative vote upon motion duly made and seconded after the presenting of each and every ordinance.

Ordinances Nos. 4 to 25 inclusive were presented and discussed and ordered held over to be acted upon at the first regular meeting.

Motion was made by Dr. Leibach, seconded by Mr. Dickey that the Clerk ascertain from the County the amount of money due the Municipality after becoming incorporated and the mode of procedure necessary to have same refunded to the Town.

Signed L. F. Gardiner  
President of the Board of Trustees

ATTEST:

W. S. Martin  
Clerk.

868

# CITY OF ISLETON BUDGET FY 2022-2023

# DRAFT

**FISCAL YEAR 2022-2023**

**DRAFT BUDGET, CITY OF ISLETON**

**MAYOR ERIC PENE**

**VICE MAYOR PAMELA BULAHAN**

**COUNCILMEMBER IVA WALTON**

**COUNCILMEMBER PAUL STEELE**

**COUNCILMEMBER KELLY HUTSON**

**City Manager Charles Bergson**

**City Clerk Yvonne Zepeda**

**Finance Division Nancy Clymer**

**Administrative Assistant Diana O'Brien**

**Fire Chief Scott Baroni**

**Cover – Minutes of First Board of Trustee's Meeting, Town of Isleton, 28 May 1923**

***DRAFT***



City of Isleton - budget FY 2022-23

FY2022-23

REVENUES

DRAFT

FY22

FY23

Annual

Annual

Lic perm fees, admn,bldg		\$ 15,000	\$ 40,000
Develp Aggrmnt fees		\$ 175,000	\$ 270,000
Property taxes		\$ 270,000	\$ 220,000
Sales and Use tx		\$ 110,000	\$ 400,000
SLEF-1 (COPS)		\$ 100,000	\$ 100,000
Program Income		\$ 65,000	\$ 90,000
(Bldg, Pking, Rec, Biz)			
LLAD - Village on Delta		\$ 23,000	\$ 25,000
Co.Meas A - new		\$ 50,000	\$ 50,000
Co.Meas B - old	to capital		
		\$ -	\$ -
Measure L (prev C)		\$ 90,000	\$ 100,000
Frachise fees, pge,CalWste		\$ 40,000	\$ 45,000
Sewer Enterprise Fund		\$ 550,000	\$ 570,000
LTF (Local Transp Fund)		\$ 80,000	\$ 80,000
TDA		\$ 10,000	\$ 10,000
HUTA		\$ 25,000	\$ 25,000
CIP overhead		\$ 20,000	\$ 40,000
City rda	incld propty		\$ 100,000
Fire , 2021, Ms-B		\$ 90,000	\$ 100,000
SB-1, roads		\$ 50,000	\$ 50,000
SB-2, Planning		\$ 20,000	\$ 20,000
Prop 172		\$ 15,000	\$ 15,000
SB 1383 (FY23 only)			\$ 20,000
Strike Force, Fire			\$ 30,000
Parking Enforcment			\$ 50,000
CARES Act rev		\$ -	\$ -
ARP		\$ 201,000	\$ -
Perm Local Housing Alloc		\$ 138,000	\$ -
	total	\$ 2,137,000	\$ 2,450,000

DRAFT

# City of Isleton - budget FY 2022-23

**FY 2022-23**

**DRAFT**

## EXPENSES

<i>Dept</i>		<b>FY22 Annual</b>	<b>FY23 Annual</b>
1	Administration	\$ 270,000	\$ 330,000
2	City Council	\$ 100,000	\$ 105,000
3	Sheriff/Police	\$ 212,100	\$ 270,000
4	Fire	\$ 290,000	\$ 350,000
5	Public Works	\$ 190,000	\$ 225,000
6	Planning	\$ 76,650	\$ 85,000
7	Debt Service & paydowns	\$ 300,000	\$ 325,000
8	Parks & Recreation	\$ 22,000	\$ 14,000
9	Building	\$ 40,000	\$ 70,000
10	Finance	\$ 90,000	\$ 121,000
11	Wastewater	\$ 225,000	\$ 260,000
12	Veh Internal Services Fund	\$ 25,000	\$ 35,000
13	Fac Internal Services Fund	\$ 25,000	\$ 20,000
14	Adm Internal Serv. Fund	\$ 75,000	\$ 240,000
15	CARES - programs	\$ 26,250	\$ -
16	American Recovery PI	\$ 170,000	
	<b>total</b>	<b>\$ 2,137,000</b>	<b>\$ 2,450,000</b>

**DRAFT**

*City of Isleton - budget FY 2022-23*

	by function			
	General	Safety	Roads	Sewer
Administration	\$ 150,000	\$ 100,000	\$ 50,000	\$30,000
City Council	\$ 71,000			\$34,000
Sheriff/Police	\$ 155,000	\$ 115,000		
Fire	\$ 229,000	\$ 116,000		\$5,000
Public Works	\$ 30,000	\$ 31,750	\$ 163,250	
Planning	\$ 85,000			
Debt Service & p	\$ 115,000			\$210,000
Parks & Recreatio	\$ 14,000			
Building	\$ 70,000			
Finance	\$ 92,500			\$ 28,500
Wastewater	\$ 40,000			\$ 220,000
Veh Internal Serv	\$ 35,000			
Fac Internal Servi	\$ 13,000			\$ 7,000
Adm Internal Ser	\$ 150,000	\$ 40,000	\$ 30,000	\$ 20,000
	\$ -			
	\$ 1,249,500	\$ 402,750	\$ 243,250	\$ 554,500

**DRAFT**

FY 2022-23 Budget				DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022	FY 2023
				\$0	\$0	
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>	\$260,000	\$260,000	\$298,000
			Dep City Clerk	\$66,000		
			City Manager	\$140,000		
			Admin Assistant	\$52,000		
			Code Enforcement	\$40,000		
			<b>OPERATING EXPENSES</b>			
			<b>Contracts</b>			
			maint bldgs			
			computers			
			<b>Equipment</b>			\$20,000
			<b>Supplies</b>	\$10,000	\$10,000	\$12,000
			<b>Mileage</b>	\$0		
			<b>TOTAL OPERATING EXPENSES</b>	\$270,000	\$270,000	\$330,000
			<b>Administration</b>	\$270,000	\$270,000	\$330,000

**DRAFT**

**CITY COUNCIL**

2

FY 2022-23 Budget					DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022	FY 2023
			<b>EXPENDITURES</b>				
			<b>SALARIES &amp; WAGES</b>				
			Council	\$0	\$0	\$0	
			<b>OPERATING EXPENSES</b>				
			Contract		\$0	\$0	
			Attorney		\$75,000	\$92,650	\$95,000.00
			Equipment		\$2,000	\$2,100	\$2,000.00
			Supplies		\$3,000	\$3,150	\$5,000.00
			Mileage		\$2,000	\$2,100	\$3,000.00
			<b>TOTAL OPERATING EXPENSES</b>		\$82,000	\$100,000	\$105,000
			<b>CITY COUNCIL BUDGET</b>		\$82,000	\$100,000	\$105,000

**DRAFT**

**Sheriff - - Police**

3

FY 2022-23 Budget				DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022	FY 2023
				\$0		
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>			
				\$0		
			<b>OPERATING EXPENSES</b>			
			<b>Sheriffs</b>	\$202,000	\$212,100	\$212,100
			<b>City Safety Reserve</b>	\$0		\$57,900
			<b>Equipment</b>			
			<b>Supplies</b>	\$0		
			<b>Mileage</b>	\$0		
			<b>TOTAL OPERATING EXPENSES</b>	\$202,000	\$212,100	\$270,000
			<b>Sheriff</b>	\$202,000	\$212,100	\$270,000

**DRAFT**

Fire Department				4		
FY 2022-23 Budget				DRAFT		
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2021	FY 2022	FY 2023
ACCT#						
			\$0	\$0		
		<b>EXPENDITURES</b>				
		<b>SALARIES &amp; WAGES</b>		\$163,000	\$182,500	\$275,000
		Fire Chief	\$120,000			
		Engineers, 2	\$125,000			
		3rd Engineer	\$30,000			
		<b>OPERATING EXPENSES</b>				
		Contracts		\$10,000	\$10,500	\$5,000
		Equipment		\$37,000	\$40,000	\$30,000
		Equip Reserve		\$40,000	\$42,000	\$25,000
		Supplies		\$10,000	\$15,000	\$15,000
		<b>TOTAL OPERATING EXPENSES</b>		\$260,000	\$290,000	\$350,000
		Fire		\$260,000	\$290,000	\$350,000

**DRAFT**

**Public Works Department**

5

**FY 2022-23 Budget**

**DRAFT**

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022	FY 2023
			<b>EXPENDITURES</b>				
			<b>SALARIES &amp; WAGES</b>		\$120,000	\$104,000	\$140,000
			PW Maint 1	\$40,000			
			PW Maint 2	\$40,000			
			Superintendent	\$60,000			
			<b>OPERATING EXPENSES</b>				
			Contracts/Services (major prjx to CIP)		\$20,000	\$31,000	\$20,000
					\$0		
			Equipment		\$10,000	\$18,250	\$30,000
					\$0		
			Supplies		\$35,000	\$36,750	\$35,000
			Mileage		\$0		
			<b>TOTAL OPERATING EXPENSES</b>		\$185,000	\$190,000	\$225,000
			<b>Public Works</b>		\$185,000	\$190,000	\$225,000

**DRAFT**



Planning Division				6		
FY 2022-23 Budget				DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022	FY 2023
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>	\$45,000	\$47,250.00	\$15,000.00
			Planner			
			<b>OPERATING EXPENSES</b>			
			<b>Services</b>	\$25,000	\$26,250.00	\$69,500.00
			Plannning Services			
			<b>Equipment</b>			
			<b>Supplies</b>	\$3,000	\$3,150.00	\$500.00
			Mileage	\$0		
			<b>TOTAL OPERATING EXPENSES</b>	\$73,000	\$76,650.00	\$85,000.00
			<b>Planning Div</b>	\$73,000	\$76,650	\$85,000

**DRAFT**

**Debt Service**

7

FY 2022-23 Budget				DRAFT		
DEPT#				FY 2021	FY 2022	FY 2023
	<b>EXPENDITURES</b>					
				\$0		
				\$0		
	<b>OPERATING EXPENSES</b>					
	Sewer Debts	was	225k	\$200,000	\$200,000	\$200,000
	Pay Downs			\$30,000	\$100,000	\$15,000
	SCORE, Sheriff, RD					\$52,000
	EDD, BALMD					\$12,000
	092322 add fire truck = 46k					\$46,000
				\$0		
	<b>TOTAL OPERATING EXPENSES</b>			<b>\$230,000</b>	<b>\$300,000</b>	<b>\$325,000</b>

**DRAFT**

**Parks and Recreation Div**

8

**FY 2022-23 Budget**

**DRAFT**

<b>DEPT#</b>	<b>FUND#</b>	<b>ACCT#</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>			
				\$0		
				\$0		
			<b>OPERATING EXPENSES</b>			
			<b>Contracts</b>	\$0		
			<b>Equipment</b>			
			<b>Supplies</b>	\$6,000	\$21,700	\$14,000
			<b>Mileage</b>	\$0	\$300	\$0
			<b>TOTAL OPERATING EXPENSES</b>	\$6,000	\$22,000	\$14,000
			<b>Parks &amp; Rec Div</b>	\$6,000	\$22,000	\$14,000

**DRAFT**

**Building Department**

9

**FY 2022-23 Budget**

**DRAFT**

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022	FY 2023
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>		\$0	
			Building Official			
			Admin Asst			
			<b>OPERATING EXPENSES</b>			
			<b>Contracts</b>	\$7,000	\$39,000.00	\$69,000.00
			weekly starting May2022			
			<b>Equipment</b>			
			<b>Supplies</b>	\$1,000	\$1,000.00	\$1,000.00
			<b>Mileage</b>	\$0		
			<b>TOTAL OPERATING EXPENSES</b>	<b>\$8,000</b>	<b>\$40,000.00</b>	<b>\$70,000.00</b>
			<b>Building</b>	<b>\$8,000</b>	<b>\$40,000</b>	<b>\$70,000</b>

**DRAFT**

<b>Finance</b>				<b>10</b>		
<b>FY 2022-23 Budget</b>				<b>DRAFT</b>		
<b>DEPT#</b>	<b>FUND#</b>	<b>ACCT#</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>		\$0	
			<b>OPERATING EXPENSES</b>			
			<b>Contracts</b>			
			Audit	\$15,000	\$20,000.00	\$21,000.00
			Fiscal clerk A&P	\$35,000	\$45,000.00	\$20,000.00
			Finance Mgr, priv	\$20,000	\$25,000.00	\$80,000.00
			<b>Equipment</b>			
			<b>Supplies</b>		\$0	
			<b>Mileage</b>		\$0	
			<b>TOTAL OPERATING EXPENSES</b>	\$70,000	\$90,000.00	\$121,000.00
			<b>Finance</b>	\$70,000	\$90,000	\$121,000

**DRAFT**

Wastewater Division				11		
FY 2022-23 Budget				DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022	FY 2023
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>			
			Director	\$20,000		
			PW Maint 1	\$30,000		
			PW Maint 2	\$20,000		
			<b>OPERATING EXPENSES</b>			
			<b>Contracts</b>	\$30,000	\$31,500	\$33,500
			<b>Repairs</b>	\$30,000	\$33,500	\$53,500
			<b>Debt Service in \$7</b>		\$0	\$0
			<b>Equipment</b>	\$20,000	\$28,000	\$28,000
			<b>Mech Capital</b>	\$20,000	\$20,000	\$20,000
			<b>Supplies</b>	\$30,000	\$30,000	\$30,000
			<b>Mileage</b>	\$0		
			<b>TOTAL OPERATING EXPENSES</b>	<b>\$200,000</b>	<b>\$225,000</b>	<b>\$260,000</b>

**DRAFT**

Vehicle Internal Services Fund					12		
FY 2022-23 Budget					DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022	FY 2023
			<b>EXPENDITURES</b>				
			<b>OPERATING EXPENSES</b>				
			<b>Contracts</b>		\$0		
			Vehicle annual		\$10,000	\$25,000	\$46,000
			<b>Equipment</b>				
			<b>Supplies</b>		\$0		
			<b>Mileage</b>		\$0		
			<b>TOTAL OPERATING EXPENSES</b>		\$10,000	\$25,000	\$35,000
			<b>VISF</b>		\$10,000	\$25,000	\$35,000

**DRAFT**

**Facilities Internal Services Fund**

13

FY 2022-23 Budget				DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022	FY 2023
			<b>EXPENDITURES</b>			
			FISF	\$12,000	\$25,000	\$12,000
			Facility Imprvm-maintc			
			computers	\$2,000	\$0	
			Comm Ctr - repairs	\$5,000		
			Audio CC support	\$5,000	\$0	
			Supplies	\$0		
			Mileage	\$0		
			<b>TOTAL OPERATING EXPENSES</b>	\$12,000	\$25,000	\$20,000
			FISF	\$12,000	\$25,000	\$20,000

**DRAFT**



## Admin Internal Services Fund

## FY 2022-23 Budget

## DRAFT

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022	FY 2023
			<b>EXPENDITURES</b>				
			Insurance		\$50,000	\$64,500.00	\$65,000
			CC contingency		\$10,000	\$10,500.00	\$5,000
			Retirement-401K	\$20,000			\$20,000
			medical+vision	\$82,000			\$82,000
			<b>OPERATING EXPENSES</b>				
			<b>Contracts</b>				
			dental	\$10,000	\$0		\$10,000
			fica,ssa, fsla,edd	\$58,000			\$58,000
			<b>Equipment</b>				
			<b>Supplies</b>		\$0		
			<b>Mileage</b>		\$0		
			<b>AdISF</b>		\$60,000	\$75,000	\$240,000
			<b>Insurance</b>				

DRAFT



# City of Isleton

## City Council Staff Report

DATE: December 13, 2022

ITEM#: 7.C

CATEGORY: Old Business

---

### SACRAMENTO COUNTY REQUEST, RETURN OF FUNDS

#### SUMMARY

The County is requesting the return of \$703,375.07 of public safety funds that were disbursed to the City in August.

#### DISCUSSION

**UPDATE** - Supervisor Nottoli reported that after speaking with the County Treasurer and the County Administrative Officer he recommends that the County unfortunately did make a mistake and all the funds are due to the city of Sacramento.

#### PREVIOUS REPORT FROM NOVEMBER 22, 2022 MEETING.

The City is in receipt of funds deposited to the City's General Fund on August 30, 2022 by the County of Sacramento in the amount of \$703,375.07 to fund Public Safety activities. Within a week of deposit, staff called a representative of the County and requested they confirm the purpose of funding while requesting any additional detail available for Public Safety. The County representative confirmed that funds were earmarked for Public Safety. No additional information was provided.

On November 9, 2022 the Deputy Director of Finance for Sacramento County called informing the City that this disbursement was in error and that the County request its return. The City asked that this request be put in writing. This was followed by a letter from the County Finance Deputy Director requesting return of these funds and explaining that this was an incorrect payment (see attached letter). The Deputy Director also informed the City that there are funds within this disbursement identified for Isleton public safety.

Question of concern for the City are; what is the origination of these funds and how much of these funds are designated for the City. Additionally, how will those designated City funds be rendered to the City?

This level of funding was not planned and is unbudgeted. There are many public safety needs in the City and, after querying the County about the funds, Staff's belief was that this disbursement was to address the City's myriad public safety needs. Provided this disbursement is established as an error, the return of these funds is recommended. Staff requests direction from City Council.

#### FISCAL IMPACT

There is no fiscal impact associated with this report.

#### RECOMMENDATION - UPDATE

It is recommended City Council direct the return of Sacramento County's disbursement in the amount of \$703,375.07.

Prepared and Reviewed by: City Manager, Charles Bergson

Submitted by: Deputy City Clerk, Yvonne Zepeda





**Department of Finance**  
Ben Lamera, Director  
Joyce Renison, Deputy Director



**County of Sacramento**

**Divisions**  
Administration  
Auditor-Controller  
Consolidated Utilities Billing & Service  
Investments  
Revenue Recovery  
Tax Collection & Business Licensing  
Treasury

November 9, 2022

Charles Bergson, City Manager  
City of Isleton  
101 2<sup>nd</sup> Street  
Isleton, CA 95641

Re: Incorrect Payment Issuance

Dear Mr. Bergson,

As a follow-up to our phone conversation this morning November 9, 2022, I am writing a letter as you requested to return an incorrect payment made to the City of Isleton in August 2022 for Prop 172 Allocation. The ACH payment of \$703,375.07 was incorrectly paid to the City of Isleton and cleared our bank on August 30, 2022.

We are requesting the funds be returned as soon as possible, allowing us to pay the correct recipient of these funds. The monthly allocation of Prop 172 funds to the City of Isleton is \$1,568.42; these funds are transferred annually to Sacramento County Sheriff's Office on behalf of the City of Isleton as agreed. Please see the Attachment 1, Agreement between Sacramento County Sheriff's Office and the City of Isleton Fiscal Year (FY) 2017-18, Attachment 2 Second Renewal to Agreement between Sacramento County Sheriff's Office and the City of Isleton FY 2022-23 regarding this arrangement.

Please process the return of funds as soon as possible and advise when the payment will be initiated to the County. As the payment was an ACH, attached is the County's banking information for ACH or wire payments to initiate the return of funds (Attachment 3).

Sincerely,

A handwritten signature in blue ink that reads "Joyce Renison".

Joyce Renison  
Deputy Director

cc: Eric Pene, Mayor, City of Isleton  
David Villanueva, Deputy County Executive  
Ben Lamera, Director of Finance

Attachment 1 Letter of Agreement with the County and the City of Isleton FY 2017-18  
Attachment 2 Renewal of Agreement with the County and the City of Isleton FY 2022-23  
Attachment 3 County of Sacramento Banking information for ACH or Wire



# City of Isleton

## City Council Staff Report

DATE: December 13, 2022

ITEM#: 7.D

CATEGORY: Old Business

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### CITY PUBLIC MEETING TELECONFERENCING POLICY

#### **SUMMARY:**

Council is considering a policy for public participation in teleconference meetings.

#### **DISCUSSION:**

Due to the Corona virus the State passed Assembly Bill 361 and the governor's order N-29-20 allowing for public meetings via teleconferencing. The City has been broadcasting its Council meetings via internet teleconferencing since 2020 (primarily via the zoom teleconferencing application). This kept public agencies in compliance with the national and county health directives while allowing the continuance of public government work. This practice allowed the City to conduct public participation in Council meetings via teleconferencing and not have to assemble in public.

The City Council recommenced assembling in public this past summer. At its Council meeting of October 25 the Council elected not to enact AB 361, to no longer be obliged to teleconference its public meetings. However Council expressed its interest in the continued use of teleconferencing to both produce its public meetings and allow, but not be obliged, to receive comment both in person and via the teleconference. In November the City Council approved of the policy with a modification. The modification is to require those wishing to speak via teleconferencing to register with the City Clerk prior to the meeting.

#### Infrastructure Reliability

In the Delta region the internet service and electrical power are not reliable causing intermittent failure from either the internet or power service. This policy needs to be adaptable to the infrastructure realities of the Delta region and still allow the City Council to conduct business. In the event of such a failure during a public meeting, the meeting will continue without teleconferencing Presenters or person referenced in the meeting agenda (directly or indirectly) will be allowed to participate in the meeting via telephone. The absence of teleconference comments will not affect the validity of the meeting.

The proposed **Public Meeting Teleconferencing Policy** is:

The City Council will conduct its public meetings both in public assembly and via teleconferencing and allow public participation via both mediums, subject to these provisions:

1 – Remote Participation: To participate via teleconference, a public participant is to submit a request with the City Clerk 24 hours in advance of the public meeting,

2- Infrastructure Failure: In the event of an infrastructure failure, the teleconference portion of the meeting will end without affecting the validity or conduct of the public meeting.

**FISCAL IMPACT**

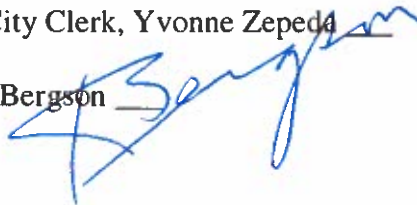
There is no fiscal impact associated with this action.

**RECOMMENDATION**

That City Council approve the Public Meeting Teleconferencing Policy.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda

Reviewed by: City Manager, Charles Bergson





# City of Isleton

## City Council Staff Report

DATE: December 13, 2022

ITEM#: 8.A

CATEGORY: New Business

### FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND THE CITY OF ISLETON AGREEMENT NUMBER PROPOSITION 1 ROUND 3 DELTA FLOOD EMERGENCY RESPONSE GRANT; APPROVE

#### SUMMARY

The City has applied for and awarded the California Department of Water Resources for Proposition 1 Delta Flood Emergency Response Grant Agreement for the amount of \$250,000. The funds will be used to prepare the Isleton Flood Emergency Response Plan.

#### DISCUSSION

Staff recommends City Council review and approve the funding agreement between the State of California (Department of Water Resources) and the City of Isleton and Commitment Letter for the Proposition 1 Round 3 Delta Flood Emergency Response Grant.

The scope of work includes: Planning & Coordination: Procure contractor to prepare Isleton Flood Emergency Response Plan, map development and upgrade notification system; Training and Exercises: Provide ongoing flood emergency training for staff and volunteers; Facilities & Materials: Flood fight materials which includes two mobile pumps and plan staging areas; Operations and Maintenance: Fire Department and local emergency logistics planning; Grant Administration: Grant reimbursements, RFP management, assist in meetings, procurement and schedule meetings.

#### FISCAL IMPACT

The total amount of funding is \$250,000. There is no match requirement for this grant.

Grant Award Breakdown by Tasks/Subtasks for City of Isleton

TASK	DESCRIPTION	REQUESTED BUDGET	RECOMMENDED FUNDING
1.0	PLANNING & COORDINATION	\$ 60,000	
1.1	Local Flood Emergency Plans		\$ 40,000
1.2	Map Development		\$ 15,000
1.3	Upgrade Notification System		\$ 5,000
2.0	TRAINING & EXERCISES	\$ 20,000	
2.1	Training		\$ 5,000
2.2	Tabletop Exercise		\$ 5,000
2.3	Field Exercise		\$ 10,000
3.0	FACILITIES & MATERIALS	\$ 150,000	
3.1	Flood Fight Materials		\$ 120,000
3.3	Staging Area		\$ 30,000
4.0	OPERATIONS & MAINTENANCE	\$ 10,000	
4.1	Logistics Planning		\$ 10,000
5.0	PROJECT MANAGEMENT	\$ 10,000	
5.1	Grant Administration		\$ 10,000
		\$ 250,000	\$ 250,000

## RECOMMENDATION

Staff recommends City Council review and approve the funding agreement between the State of California (Department of Water Resources) and the City of Isleton and Commitment Letter for the Proposition 1 Round 3 Delta Flood Emergency Response Grant.

## ATTACHMENT

1. California Department of Water Resources Award Notification for Proposition 1 Delta Flood Emergency Response Grant, Round 3, City of Isleton
2. Funding Agreement Between the State of California (Department of Water Resources) and the City of Isleton for the Proposition 1 Round 3 Delta Flood Emergency Response Grant
3. Letter of Commitment

Written by: Diana O'Brien

Reviewed by: Charles Bergson, City Manager

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



**DEPARTMENT OF WATER RESOURCES**

DIVISION OF FLOOD MANAGEMENT  
P.O. BOX 219000  
SACRAMENTO, CA 95821-9000



November 22, 2022

Diana O'Brien  
Administrative Assistant  
City of Isleton  
P.O. Box 716  
Isleton, CA 95641

**Award Notification for Proposition 1 Delta Flood Emergency Response Grant, Round 3, City of Isleton**

Ms. O'Brien,

**Congratulations!** The Department of Water Resources (DWR) is pleased to inform you that your grant application for the Proposition 1 Delta Flood Emergency Response Round 3 Grant Solicitation has been selected for funding in the amount of **\$250,000** (see enclosed Grant Award Breakdown by Tasks/Subtasks). Costs incurred after November 2, 2022, will be eligible for grant reimbursement. However, approved preliminary project costs will not be reimbursed until a funding agreement is fully executed between DWR and your agency.

The first step in finalizing commitment of the grant funding is to execute a funding agreement between DWR and your agency. This agreement defines the budget, schedule, detailed scope of work, and list of deliverables to be funded by the grant. The funding agreement will specify conditions which must be fulfilled before payment is released. Additionally, reimbursement for costs incurred will be subject to a 10 percent retention until the project is completed and all deliverables are received by DWR. The work approved in your application will undoubtedly contribute to enhanced flood emergency response and preparedness within the Sacramento – San Joaquin Delta. DWR looks forward to working closely with you throughout the course of the project.

**Please submit the following items within 30 days to Maks Khashchuk by email listed below:**

- A letter on your organization's official letterhead signed by the authorized representative providing:
  - assurance of your agency's commitment
  - consent to the use of DocuSign for all transactions related to this award. DWR uses DocuSign to process signatures electronically to expedite agreements, amendments, invoices, and various other documents requiring a signature.
- A detailed scope of work including the specifics of how tasks will be carried out and by whom, specifications for any equipment that will be purchased, deliverables that will be submitted as proof of completion for each task, and project schedule, budget, and maintenance plan. (Templates will be forwarded to you in a follow-up email.)

Once the requested items have been received by DWR, a draft funding agreement will be prepared for your review and approval. Please note that if a Department-approved agreement is not signed by the your agency within six months of the date of this letter, the grant may be withdrawn.

If you have any questions or need additional information regarding this award or the funding agreement, please contact Maks Khashchuk by email at [maksim.khashchuk@water.ca.gov](mailto:maksim.khashchuk@water.ca.gov) or by phone at (916) 820-7721.

Sincerely,



Elizabeth Bryson, P.E.  
Manager, Flood Operations Section  
Hydrology and Flood Operations Branch  
Division of Flood Management

Enclosure

## Grant Award Breakdown by Tasks/Subtasks for City of Isleton

TASK	DESCRIPTION	REQUESTED BUDGET	RECOMMENDED FUNDING
1.0	PLANNING & COORDINATION	\$ 60,000	
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5.0	PROJECT MANAGEMENT	\$ 10,000	
5.1	Grant Administration		\$ 10,000
		\$ 250,000	\$ 250,000



**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
THE CITY OF ISLETON**

**AGREEMENT NUMBER <SAP AGREEMENT NUMBER>**

**PROPOSITION 1 ROUND 3 DELTA FLOOD EMERGENCY RESPONSE GRANT**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the City of Isleton, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Proposition 1, Water Quality, Supply, and Infrastructure Improvement Act of 2014 to the Grantee to assist in financing the Round 3 Delta Flood Emergency Response Grant Project (Project) pursuant to Water Code section 79781(d).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Funding Agreement. However, all work shall be completed by <Insert date based on schedule> and no funds may be requested after <Insert date work completed (from schedule) +6 months>.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Funding Agreement shall not exceed \$250,000. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for a project under this Funding Agreement until the Grantee has satisfied the following conditions:
  - A. For the term of this Funding Agreement, the Grantee submits timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports."
  - B. The Grantee submits all deliverables as specified in Paragraph 11 of this Funding Agreement and in Exhibit A.
  - C. Prior to the commencement of construction or implementation activities, the Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Funding Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
      - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and
      - d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and the State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations, or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant

Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A maintenance plan as required by Paragraph 13, "Maintenance Plan Requirements."

5. **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed to the Grantee under this Funding Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
6. **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Funding Agreement. Work performed on the Project after November 2, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs, other than those noted above, incurred prior to the Award Notification Letter date.
  - B. Operation and maintenance costs, including post construction performance and monitoring costs.
  - C. Purchase of equipment not integral to any part of the Project.
  - D. Establishing a reserve fund.
  - E. Purchase of water supply.
  - F. Monitoring and assessment costs for efforts required after project construction is complete.
  - G. Replacement of existing funding sources (e.g., bridge loans).
  - H. Per diem costs.
  - I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
  - K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded Project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Funding Agreement.
  - L. Payment of federal and state taxes.
  - M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
7. **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 4 "Basic Conditions" are met, the State will disburse the whole or portions of the State funding to the Grantee, following receipt from the



Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Funding Amount".
  - v. Original signature of the Grantee's Project Representative and date. Submit an electronic invoice, certified and transmitted via DocuSign electronic/digital signature, from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the following address: 3310 El Camino Ave., Room 200, Sacramento, CA 95821.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Funding Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible. Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Funding Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

8. **WITHHOLDING OF DISBURSEMENTS BY STATE.** If the State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions", the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach

subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

9. DEFAULT PROVISIONS. The Grantee will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing Grantee's obligations.
  - B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement.
  - C. Failure to operate or maintain project in accordance with this Funding Agreement.
  - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
  - E. Failure to submit timely progress reports.
  - F. Failure to routinely invoice the State.
  - G. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - B. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - C. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq.
  - D. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions

with sanctioned individuals or entities, that shall be grounds for termination of this Funding Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. The reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of the Project Completion Report is a requirement for the release of any funds retained for such project.
- A. **Quarterly Progress Reports:** Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than the first full quarter after the execution of this Funding Agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.
- B. **Project Completion (Final) Report:** Upon project completion or termination, the Grantee shall submit a "Final Report," describing project activities, and a "Final Financial Report," summarizing expenditures, for the State's review and comment. The Final Report and Final Financial Report shall both be submitted within ninety (90) days of the project completion or termination. The Final Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and copies of any final documents or reports generated or utilized during the Project. If applicable, the report may also include photographs of pre-project conditions and of the work completed. The Final Financial Report documenting total project expenditures shall be submitted by the Grantee at the same time as the Final Report.
- C. For any construction activity undertaken pursuant to and funded by this Funding Agreement, upon completion of the project the Grantee shall provide for a final inspection and a written certification by a California Registered Civil Engineer that the project has been completed in accordance with final plans and specifications and any modifications thereto. Such certification shall be submitted to the State. The Grantee shall keep on file, for the useful life of the project, as-built plans and specifications for the project. Such documents shall be made available for inspection by the State upon reasonable notice
12. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses; and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 9, "Default Provisions."

- 13. MAINTENANCE PLAN REQUIREMENTS. A Maintenance Plan shall be submitted to the State prior to disbursement of State funds. Follow the guidance provided in Exhibit J, "Project Maintenance Plan Guidance".
- 14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, schedule, or work performed under this Funding Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. The Grantee shall make such notification at least 14 calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
- 15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources  
 Elizabeth Bryson, Manager  
 Flood Operations Section  
 3310 El Camino Ave., Room 200  
 Sacramento, CA 95821  
 (916) 574-1358  
 Elizabeth.Bryson@water.ca.gov

Agency Name  
 Agency Representative Title  
 Organizational Unit  
 Address  
 Address  
 (XXX) XXX-XXXX  
 Email address

Direct all inquiries to the Grant Manager:

Department of Water Resources  
 Name Staff Engineer  
 Regional Flood Preparedness Unit

Agency Name  
 Grant Manager Title  
 Organizational Unit

3310 El Camino Ave, Room 200  
Sacramento, CA 95821

(916) XXX-XXXX  
name@water.ca.gov

Address  
Address  
(XXX) XXX-XXX  
email address

Either party may change its Project Representative or Project Manager upon written notice to the other party.

17. **STANDARD PROVISIONS.** This Funding Agreement is complete and is the final agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit H – State Audit Document Requirements for the Grantee
- Exhibit I – Project Location and Participating Agencies
- Exhibit J – Project Maintenance Plan Guidance

IN WITNESS HEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

[Grantee]

\_\_\_\_\_  
Jeremy Arrich, Manager  
Division of Flood Management

\_\_\_\_\_  
[Name],  
[Title i.e. Director]

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

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

Approved as to Legal Form  
and Sufficiency

Approved as to Legal Form  
and Sufficiency

\_\_\_\_\_  
Robin Brewer  
Assistant General Counsel

\_\_\_\_\_  
[Name],  
[Title i.e. Legal Counsel]

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

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

**EXHIBIT A****WORK PLAN (or copy their work plan into this item)**

**NOTE: These are instructions – not to be included in final agreement:**

The Work Plan shall contain the following items:

- For each project, a concise description of each task needed to complete the project and the status of each task (including estimated % complete for those tasks already completed or underway prior to the execution of this Funding Agreement). Also include a brief overview of work already completed and work to be performed.
- Grant reporting tasks including the submittal of Quarterly Progress Reports, Invoices, and Final Reports.
- Procedures for coordinating with its partner agencies and organizations that may receive funding from the grant including any contracts, memorandums of understanding (MOUs), and other formal agreements.
- A brief overview of standards, such as construction standards, health and safety standards, laboratory analysis, or accepted classifications methods that will be used in implementation.
- A discussion of the status of acquisition of land or rights-of-way. If a funded project requires land to be purchased and/or an easement to be acquired, include a list of needed parcels for each project and the status of the acquisition. If land and/or easement acquisition is not applicable, state as such.
- A listing of all necessary permits and the status of securing such permits, if applicable.
- A plan for the preparation and completion of requirements to comply with CEQA, NEPA, and other environmental laws, if applicable. If environmental compliance efforts have not been completed, include tasks for environmental compliance. Include any environmental mitigation or enhancement actions or tasks necessary to comply with recommended mitigation measures.
- A description of the required tribal notification, if applicable, requirement (PRC §75102). If deemed not applicable, describe the basis for that conclusion. See Appendix C of the 2019 Guidelines for further information.
- Necessary plans and specifications.
- The capital P “Project” is used to refer to the full suite of projects and “project” refers to a single project. If the Funding Agreement has one Project, then Project should be used throughout the Funding Agreement.

**PROJECT:** <Awarded Project Name>

**IMPLEMENTING AGENCY:** <Agency Name / Local Project Sponsor Name>

**PROJECT DESCRIPTION:** <Description of work that will be done, where, and benefits that will be provided.>

**Budget Category (a): Project Administration**

Task 1: Project Management

Manage Funding Agreement including compliance with grant requirements, and preparation and submission of amendments and supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation

Task 2: Reporting

The Grantee will be responsible for compiling quarterly progress reports detailing work completed during the reporting period for submittal to DWR and retain consultants as needed to prepare and submit progress reports and the final project completion report. Prepare a Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. Reports will meet generally accepted professional standards for technical reporting and the requirements and terms of the contract with DWR outlined in Exhibit F of this Funding Agreement.

**Deliverables:**

- Quarterly Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Planning / Coordination / Communication** (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 3: Local Flood Emergency Plans

[Description of task]

**Deliverables:**

- [Deliverables should be clear, concise, and quantifiable]
- 10 Local Flood Emergency Plans will be developed

Task 4: Map Development

[Description of task]

**Deliverables:**

- 10 Local Flood Emergency Maps will be developed to accompany each plan

Task 5: Notification System Upgrade

[Description of task]

**Deliverables:**

- User access to agency notification system
- User manual for notification system
- Memo summarizing improvements to upgrade system

**Budget Category (c): Training / Exercises** Instruction: If not applicable, it should say "Not applicable"

Task 6: Training

[Description of task]

**Deliverables:**

- Training overview and/or handbook
- Training sign in sheet and participant list

**Task 7: Tabletop Exercise**

[Description of task]

**Deliverables:**

- Exercise overview and/or players handbook
- Exercise sign in sheet and/or participant list
- Exercise after action report

**Task 8: Field Exercise**

[Description of task]

**Deliverables:**

- Exercise overview and/or players handbook
- Exercise sign in sheet and/or participant list
- Exercise after action report

**Budget Category (d): Facilities / Equipment / Supplies****Task 9: Design**

&lt;Insert description.&gt;

**Deliverables:**

- 100% Design Plans and Specifications

**Task 10: CEQA Documentation**

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 11: Permitting**

&lt;Insert description&gt;

**Deliverables:**

- Permits as required

**Task 12: Flood Fight Materials**

[Description of task]

**Deliverables:**

- Inventory list of material type and quantities
- Photographic documentation of materials
- Location(s) of materials



**EXHIBIT B**  
**BUDGET**

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program. The budget shall be consistent with the work plan and schedule.]

**PROJECT: <Project Name>**

Implementing Agency: <Insert agency Name>

<b>BUDGET CATEGORY</b>	<b>Grant Amount</b>	<b>Other Cost *</b>	<b>Total Cost</b>
(a) Project Administration	\$0	\$0	<b>\$0</b>
(b) Planning / Coordination / Communication	\$0	\$0	<b>\$0</b>
(c) Training / Exercises	\$0	\$0	<b>\$0</b>
(d) Facilities / Equipment / Supplies	\$0	\$0	<b>\$0</b>
<b>TOTAL COSTS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**NOTES:**

Eligible costs for each Budget Category will only be approved for reimbursement for the work completed within the date ranges listed in Exhibit C.

\*List sources of Other Cost, including other State Fund Sources.

**EXHIBIT C**  
**SCHEDULE**

[Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule shall be consistent with the work plan and budget.]

**PROJECT: <Project Name>**

<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
(a) Project Administration	MM/DD/YYYY	MM/DD/YYYY
(b) Planning / Coordination / Communication	MM/DD/YYYY	MM/DD/YYYY
(c) Training / Exercises	MM/DD/YYYY	MM/DD/YYYY
(d) Facilities / Equipment / Supplies	MM/DD/YYYY	MM/DD/YYYY

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Proposition 1, Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

**D.4. AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 9 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall

be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Wat. Code, § 79708, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee 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 Family Code section 5200 et seq.; and
  - B. The Grantee, 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.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State 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. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** 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. 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 twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i. The dangers of drug abuse in the workplace,
    - ii. Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
  - A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.18. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.20. **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. The Grantee shall

require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.21. **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.23. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with the State.
- D.24. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. A Labor Compliance Program (LCP) is not required for this Agreement. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- D.27. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, 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.
- D.28. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.31. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.33. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding 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.
- D.34. **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.35. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. **SEVERABILITY:** Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.



- D.37. **SUSPENSION OF PAYMENTS:** This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. **SUCCESSORS AND ASSIGNS:** This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9.
- D.41. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. **TIMELINESS:** Time is of the essence in this Funding Agreement.
- D.44. **TRAVEL:** Travel includes the reasonable and necessary costs of transportation and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.45. **UNION ORGANIZING:** The Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, the Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. The Grantee shall account for the State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. The Grantee shall, where the State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.46. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

*In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.*

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

**PROGRESS REPORTS:** Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. Discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

Discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

**PROJECT COMPLETION REPORT:** The Project Completion Report shall generally use the following format provided below for the Project after completion.

**Executive Summary:** The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Funding Agreement, with a short description of the amendment.
- Benefits derived from the Project, with quantification of such benefits provided.

**Reports and/or Products:** The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

**Cost & Disposition of Funds:** A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

**Additional Information**

- If applicable, Certification from a California Registered Professional Civil Engineer consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A.

**EXHIBIT H****STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

**State Audit Document Requirements****Internal Controls**

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

**State Funding:**

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

**Contracts:**

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

**Invoices:**

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

**Cash Documents:**

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

**Accounting Records:**

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

**Administration Costs:**

1. Supporting documents showing the calculation of administration costs.

**Personnel:**

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

**Project Files:**

1. All supporting documentation maintained in the project files and all related correspondence.

**EXHIBIT I**  
**PROJECT LOCATION AND PARTICIPATING AGENCIES**

The Grantee and the participating agencies for the Project are identified below:

**Agency Designation**

**Sponsored Project:** <Title>

**Sponsor Agency:**

**Agency Address:**

**Project Location:** Town/City, California (38.1234456, -121.123456)

*Project Location/Sites/Vicinities Map – Provide a map and/or diagrams depicting the project locations and project features (in adequate detail) with respect to project service area (may represent the area covered by a project); the region/funding area boundary, facilities of the project (if applicable); and any other project features that may apply.*

*Include a list of participating agencies if applicable.*

## EXHIBIT L

### PROJECT MAINTENANCE PLAN GUIDANCE

The Department of Water Resources is not responsible for the funding or execution of any scheduled maintenance, emergency repair activities, or product updates related to equipment, plans, maps, or committees purchased, created, and/or updated under this grant project.

#### Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responses to the requirements listed below.

#### Resources & Procedure for Maintenance Plan

- A. Personnel allocated to perform maintenance
- B. Required equipment for maintenance
- C. Procedure
  - a. Description of maintenance procedures
  - b. Frequency of maintenance procedures

#### Funding

- A. Approximate funding amount required for regular maintenance
- B. Reference budget location that accounts for cost of maintenance







# City of Isleton

101 Second Street

P.O. Box 716  
Tel: 916-777-7770

Isleton, California 95641

December 13, 2022

Ms. Elizabeth Bryson, Chief  
Flood Operations Branch  
Division of Flood Management  
Department of Water Resources  
3310 El Camino Avenue Suite 200  
Sacramento, CA 95821

Re: Letter of Commitment for Flood Emergency Response Projects – Delta Grant

Dear Ms. Bryson:

This letter is in reference to the City of Isleton's application for the Isleton Flood Emergency Response Plan to receive funding under the Flood Emergency Response Projects – Delta Grant.

With this letter of commitment, the Isleton City Council and the Planning Commission of the City of Isleton supports the project and commits to participating in the project by participating in meetings and workshops, providing available existing information, producing and/or reviewing deliverables to support the development and implementation of the project.

For this project, our contact information is as follows:

Diana O'Brien  
Administrative Assistant/Grants Manager  
101 2<sup>nd</sup> Street  
Isleton, CA 95641-0716  
Tel: 916-777-7770  
Email: [dianaobrien@cityofisleton.com](mailto:dianaobrien@cityofisleton.com)

The City looks forward to working with the California Department of Water Resources and the other local entities that will be part of the Isleton Flood Emergency Response Plan.

Yours truly,

Charles Bergson, P.E.  
City Manager



# City of Isleton

## City Council Staff Report

DATE: December 13, 2022

ITEM#: 8.B

CATEGORY: New Business

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### **FIRST READING OF ORDINANCE 2022-007, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISELTON ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE TITLE 24, 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE, AND THE 1997 UNIFORM CODE FOR ABATEMENT OF DANGEROUS BUILDINGS.**

#### **SUMMARY**

The City of Isleton has not yet adopted the most current state standards for construction. The 2021 California Building Standard Codes (California Code of Regulations, Title 24)

- 2022 California Administrative Code – CCR Title 24 Part 1
- 2022 California Building Code volume 1 & 2 – CCR Title 24 Part 2
- 2022 California Residential Code – CCR Title 24 Part 2.5
- 2022 California Electrical Code – CCR Title 24 Part 3
- 2022 California Mechanical Code – CCR Title 24 Part 4
- 2022 California Plumbing Code – CCR Title 24 Part 5
- 2022 California Energy Code – CCR Title 24 Part 6
- 2022 California Historical Building Code – CCR Title 24 Part 8
- 2022 California Existing Building Code – CCR Title 24 Part 10
- 2022 California Green Building Standards Code – CCR Title 24 Part 11
- 2022 California Reference Standards Code – CCR Title 24 Part 12
- 2022 International Property Maintenance Code – Published by the International Code Council
- 1997 Uniform Code for Abatement of Dangerous Buildings – Published by the International Code Council

#### **DISCUSSION**

The 2022 California Building Standards Code (California Code of Regulations, Title 24) Parts 1-12 represents the most current construction best practices and is widely adopted by cities throughout the state. In order to enforce the City's Historical District ordinance, it needs to adopt the California Historical Building Code, part of this action.

Approval and adoption of this ordinance is exempt from compliance with the California Environmental Quality Act as it is self-evident that it will not result in an adverse impact to the environment.

The 2022 California Building Standards Code Title 24, 2021 can be found online at <http://www.bsc.ca.gov/Codes.aspx>

2021 International Property Maintenance Code: <https://codes.iccsafe.org/content/IPMC2018>

1997 Uniform Code for Abatement of Dangerous Buildings:

<https://www.codepublishing.com/WA/Leavenworth/html/Leavenworth15/Leavenworth1510.html>

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**RECOMMENDATION**

Staff recommends that City Council hold first reading and motion to adopt Ordinance 2022-007, an Ordinance of the City Council of the City of Isleton adopting the California Building Standards Code Title 24.

Reviewed by: Charles Bergson, City Manager

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk



**ORDINANCE NO. 2022-007****ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISLETON ADOPTING THE  
2022 CALIFORNIA BUILDING STANDARDS CODE TITLE 24, 2021  
INTERNATIONAL PROPERTY MAINTENANCE CODE AND 1997 UNIFORM CODE  
FOR ABATEMENT OF DANGEROUS BUILDINGS**

**WHEREAS**, the City Council has previously adopted the California Building Standards Code; and

**WHEREAS**, the State of California, Building Standards Commission adopts model codes pertaining to the construction, alteration, and maintenance of buildings on a three year cycle; and

**WHEREAS**, 2022 California Building Standards Code, 2021 International Property Maintenance Code and 1997 Uniform Code for Abatement of Dangerous Building Code:

2022 California Administrative Code – CCR Title 24 Part 1  
2022 California Building Code Volume 1 & 2– CCR Title 24 Part 2  
2022 California Residential Code – CCR Title 24 Part 2.5  
2022 California Electrical Code – CCR Title 24 Part 3  
2022 California Mechanical Code – CCR Title 24 Part 4  
2022 California Plumbing Code – CCR Title 24 Part 5  
2022 California Energy Code – CCR Title 24 Part 6  
2022 California Historical Building Code – CCR Title 24 Part 8  
2022 California Existing Building Code – CCR Title 24 Part 10  
2022 California Green Building Standards Code – CCR Title 24 Part 11  
2022 California Reference Standards Code – CCR Title 24 Part 12  
2021 International Property Maintenance Code – Published by the International Code Council  
1997 Uniform Code for Abatement of Dangerous Buildings – Published by the International Code Council

**WHEREAS**, City Council wishes to adopt the 2022 California Building Code Title 24, 2021 International Property Maintenance Code and 1997 Uniform Code for Abatement of Dangerous Building Code; and

**NOW, THEREFORE**, the City Council of the City of Isleton does ordain as follows:

Section 1. All previous resolutions or ordinances that propose to adopt any version of the California Building Standards Code are hereby superseded by this Ordinance.

Section 2. The 2022 California Building Standards Code Title 24 as amended by the State of California, 2021 International Property Maintenance Code and 1997 Uniform Code for Abatement of Dangerous Building Code is hereby adopted and incorporated by this reference as though set forth in full, as part of the municipal rules and regulations of the City of Isleton.

Section 3. Approval and adoption of this ordinance is exempt from compliance with the California Environmental Quality Act as it is self-evident that it will not result in an adverse impact to the environment.

The City Clerk shall cause this Ordinance to be posted at the following three (3) locations within the City within (15) days after it is certified to be entered into the Book of Ordinances:

- Isleton City Hall, 101 Second Street
- Isleton Post Office, 202-205 Second and C Street
- The market at 106-107 Second Street.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Isleton duly held on the 13th day of December, 2022, and was approved and enacted at a duly held regular meeting of the City Council held on 13<sup>th</sup> day of December, 2022 by the following roll call vote:

**AYES:** Councilmember's  
**NOES:** None.  
**ABSTAIN:** None.  
**ABSENT:** None.

\_\_\_\_\_  
Mayor, Eric Pene

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Clerk, Yvonne Zepeda

\_\_\_\_\_  
//s//  
City Attorney