



# City of Isleton

101 Second Street

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

Isleton, California 95641

October 4, 2023

I am resigning from my position on the Planning Commission effective this date – October 4, 2023.

Respectfully,

Joe Kessner

#### ATTACHMENTS:

- See Resignation letter



RECEIVED

OCT 04 2023

10/04/23.

I am resigning from my  
position on the planning commission  
effective this date - October 4<sup>th</sup> 2023.

Dee Kinner

CONV. 1954

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# City of Isleton

## City Council Staff Report

DATE: October 10, 2023

ITEM#: 5.A

CATEGORY: Consent Calendar

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### MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 26, 2023.

#### SUMMARY

A. Review of the Regular City Council Meeting minutes of September 26, 2023.

#### 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 September 26, 2023.

#### ATTACHMENTS

- Minutes of the Regular City Council Meeting of September 26, 2023.

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



## CITY OF ISLETON

### City Council Meeting Minutes

Tuesday, September 26, 2023 at 6:30pm  
208 Jackson Boulevard  
Isleton, California 95641  
You can call in to join our public 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.

Join Zoom Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGRIMlBpajcwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

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#### 1. OPENING CEREMONIES

A. Welcome & Call to Order – Mayor Pamela Bulahan called to order 6:30pm.

B. Pledge of Allegiance

C. Roll Call

ACTION: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan, City Manager Charles Bergson.

#### 2. AGENDA CHANGES OR DELETIONS

ACTION: City Manager asked to take 8.C after 5.A.

#### 3. PUBLIC COMMENT

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

ACTION: Jean Yokotobi reminded us that the Rotary Club annual 100 mile cycling with be happening this Saturday in Isleton, with 1,000 people attending and it all goes to charity. Jose M. Concern about the committee meeting and no mention of volunteer

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**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.

position and how long. Vice Mayor stated October 2 is when we meet here at the Isleton Community Center and that's when we figure perimeters and rules. City Manager said, it was posted in 3 public places and on internet and sewer bills.

**4. COMMUNICATION**

- A. City's First State Department of Transportation Funding Authorization "E76"
- B. Photos from Reno Rib Festival, Mr. Yandow.
- C. Assembly Constitutional Amendment 13, update from LCC.
- D. Request for Isleton Community Center meeting, Sacramento-San Joaquin Delta Conservancy.
- E. Letter to US Secretary of Transportation.

**ACTION:** Advise of Hume Community Meeting. Provide Yandow photos to the Festival Committee Meeting. Okay for sac. San Joaquin Delta Conservancy to use ICC for meeting.

**5. CONSENT CALENDAR**

- A. **SUBJECT:** Approval of Minutes of the Regular City Council meeting of September 12, 2023.

**RECOMMENDATION:** City Council review and approve draft minutes of the Regular City Council meeting of September 12, 2023.

**ACTION:** Vice Mayor Paul Steele motion to approve minutes of the Regular City Council meeting of September 12, 2023. Councilmember Kelly Hutson second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

**6. PUBLIC HEARING**

- A. **SUBJECT:** None.

**7. OLD BUSINESS**

- A. **SUBJECT:** Wastewater Master Plan 2023 completed by Bennett Engineering (Capital Improvement Project 23-08).

**RECOMMENDATION:** It is recommended that the City Council accept the City's Wastewater Master Plan.

**ACTION:** Vice Mayor Paul Steele motion to accept the City's Wastewater Master Plan. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly

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Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan.  
NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

**B. SUBJECT:** Public Utilities Element/General Plan.

**RECOMMENDATION:** Accept the Draft Public Utilities Element.

**ACTION:** Ethan Mobley from Dynamic Planning and Science gave a brief description of the Draft Public Utilities Element. This is not the last time you will see it. This is the first time and the Element is like a chapter. Dynamic has a drafted an in-depth report and guide and maps and graphics as its part of the General Plan and is required. We have to make sure we plan for growth in the future. Councilmember Iva Walton motion to accept the Draft Public Utilities Element. Councilmember David Kent second the motion. AYES: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

**8. NEW BUSINESS**

**A. SUBJECT:** Automatic aid agreement between Isleton Fire department and Montezuma Fire Protection District.

**RECOMMENDATION:** It is recommended that City Council approve the agreement between the City and Montezuma Fire District and allow the Fire Chief to execute it between both agencies and dispatch centers.

**ACTION:** Fire Chief Scott Baroni said this will save us 8-10 minutes on time. This is about safety. Now Montezuma will be on our auto dispatch line. Councilmember David Kent motion to approve the agreement between the City and Montezuma Fire District and allow the Fire Chief to execute it between both agencies and dispatch centers. Vice Mayor Paul Steele second the motion. AYES: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

**B. SUBJECT:** Utility Tractor, Compact-Authorize Purchase.

**RECOMMENDATION:** It is recommended City Council authorize City Manager to purchase a compact utility tractor from Dolk Tractor Company.

**ACTION:** Vice Mayor Paul Steele motion that City Council authorize City Manager to purchase a compact utility tractor from Dolk Tractor Company. Councilmember Iva Walton second the motion. AYES: Councilmember's Kelly Hutson, David Kent,

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Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

- C. **SUBJECT:** UnWired Broadband, LLC Land Use Agreement for Cell Tower at Corporation Yard.

**RECOMMENDATION:** It is recommended City Council receive presentation, discuss lease agreement and give staff direction regarding Unwired Broadband proposal.

**ACTION:** Council gave direction to negotiate with Unwired Broadband with Mr. Kent on land use agreement and set meeting with Mark Peterson.

- D. **SUBJECT:** Delta Queen Lodge, 34 Main Street-Historic Preservation, Violation.

**RECOMMENDATION:** It is recommended that City Council find that 34 Main Street is in violation of Ordinance. No. 05-2011 and set a hearing date.

**ACTION:** Tabled until next meeting as owner stated they were not notified.

## 9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson- None.
- B. Councilmember David Kent-I have a seat on the League of California and voting. I like the saying Isleton first, residents first, all of us first.
- C. Councilmember Iva Walton-GHAD meeting tomorrow night at 6:30pm. Public Safety Committee meeting and more progress and movement. Like number 10 future agenda items.
- D. Vice Mayor Paul Steele- Very hard winter and storage capacity. Reservoirs are full at no capacity. STA meeting with Galt regarding our seat. We want a seat at the table. Galt has seat and Isleton will be alternate until we take seat in 2025. Galt vote in invalid right now and seat went to voters.
- E. Mayor Pamela Bulahan-Sacramento County and Sherman Island and Rio Vista are all interested in this STA.

## 10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – First festival meeting is October 2 at Isleton Community Center. Code Enforcement report is attached. Councilmember Kent this is crucial for me and how to make progress. What is the next step to 57 Main Street? City Manager said, 30-40 days, general process.
- B. Fire Chief Report – None.
- C. Planning Commission – None.

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- D. Code Enforcement-Report attached.
- E. Future Agenda Items – None.

**11. CLOSED SESSION**

11.1 None.

**12. ADJOURNMENT**

AYES:

NOES:

ABSTAIN:

ABSENT:

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MAYOR, Pamela Bulahan

ATTEST:

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DEPUTY CITY CLERK, Yvonne Zepeda

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# City of Isleton

DATE: October 10, 2023

Special City Council

ITEM#: 7.A

Staff Report

CATEGORY: Old Business

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## **WAIVE COMMUNITY RENTAL FEES FOR COUNTY SUPERVISOR PAT HUME AND CITY OF ISLTON CO-HOSTING**

### **SUBJECT**

Sacramento County

### **SUMMARY**

The October 18, 2023 Supervisor Pat Hume will be holding a community meeting for the general public. Sacramento County Supervisor Hume's office will provide insurance listing City of Isleton as certificate holder

This is one of a series of community meetings Supervisor Hume is hosting with the cities within District 5 which include Isleton, Galt, Elk Grove and Rancho Cordova.

### **FISCAL IMPACT**

There is no fiscal impact with this action.

### **RECOMMENDATION**

Recommends City Council waive Isleton Community Center rental fees. Sacramento County Supervisor Hume's office will provide insurance listing City of Isleton as certificate holder.

### **ATTACHMENTS**

- Event information

Written By: Diana O'Brien, Grants Manager/Admin Asst.

Reviewed by: Charles Bergson, City Manager

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





# City of Isleton

-101 Second Street P.O. Box 716 Isleton, California 95641  
Tel: 916-777-7770 Fax: 916-777-7775 Email: [yvonne.zepeda@cityofisleton.com](mailto:yvonne.zepeda@cityofisleton.com)  
After hours/Weekend Phone Number: (209) 503-0823

## Application for Rental of the Community Center

Security Deposit/Cleaning \$500.00  
Residence: \$160.00  
Non-Residence: \$200.00  
Non-Profit Organization: \$80.00  
Cancellation Fee \$50.00

Rental Date: 10/18/23 Key Pick-up: \_\_\_\_\_ Key Returned: \_\_\_\_\_

**IF YOU BLOCK/PARK IN FRONT OF THE FIRE DEPARTMENT YOUR SECURITY DEPOSIT IS NON-REFUNDABLE AND YOUR VEHICLE WILL BE TOWED!**

**There will be a \$50.00 cancellation fee! NO PUSH PINS!!**

**\*\*\*\*\*ALL TRASH IS TO BE REMOVED BY THE INDIVIDUAL RENTING HALL\*\*\*\*\***

### Person/Organization (Contractor)

(Contact information)

Organization: Sac County Sup. Pat Hume  
Name: \_\_\_\_\_ Phone: 916-874-5465  
Mailing Address: 700 H St. Suite 2450, Sacramento, CA 95814  
Physical Address: \_\_\_\_\_  
Email Address: sloan@saccounty.gov

Please attach a 'Certificate of Insurance' for \$1,000,000 in general liability with this application. The City of Isleton must be named as an additional insured under description of operations and cancellation date of no less than 30 days. A \$50.00 fee will be due, if cancelled less than 30 days from Event date. A copy of the endorsement to the above certificate must accompany the 'Certificate of Insurance.'

In consideration of the rental of the Community Center Meeting Hall, contractor agrees to indemnify and hold harmless City and its officers, employees, and agents from and against all claims, damages, losses, and expenses including attorney fees arising out of the use of this facility caused in whole or in part by any negligent act or omission of the leasing person/organization, any person associated with the leasing person/organization. Anyone directly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Isleton.

No noise after 10 pm or you will lose your deposit. All clean up must be completed by 12 Midnight on the date of the event.

Signature: R Sloan Date: 10/2/23

THANK YOU FOR RENTING THE ISLETON COMMUNITY CENTER!

## Yvonne Zepeda

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**From:** Charles Bergson <cbergson@cityofisleton.com>  
**Sent:** Thursday, September 28, 2023 3:20 PM  
**To:** 'Yvonne Zepeda'  
**Subject:** FW: Supervisor Pat Hume Community Meeting - Isleton

Yvonne, Please place on schedule and in Newsletter. Need to put on ICC set up schedule.

Thx, Chuck B

---

**From:** Sloan. Rebecca [mailto:SloanR@saccounty.gov]  
**Sent:** Thursday, September 28, 2023 12:01  
**To:** Charles Bergson <cbergson@cityofisleton.com>  
**Cc:** Pat Hume <pathume@saccounty.gov>; Howick. Ashleigh <howicka@saccounty.gov>  
**Subject:** RE: Supervisor Pat Hume Community Meeting - Isleton

Yes, this date and time still works for us. Thanks for confirming!

All the best,

*Rebecca*

**Rebecca Thornton Sloan**

Chief of Staff to Supervisor Pat Hume  
700 H Street, Suite 2450  
Sacramento, CA 95814  
(916) 874-5465



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**From:** Charles Bergson <cbergson@cityofisleton.com>  
**Sent:** Thursday, September 28, 2023 11:55 AM  
**To:** Sloan. Rebecca <SloanR@saccounty.gov>  
**Subject:** RE: Supervisor Pat Hume Community Meeting - Isleton

**EXTERNAL EMAIL:** If unknown sender, do not click links/attachments.  
If you have concerns about this email, please report it via the Phish Alert button.

Hi Rebecca,

This past Tuesday Council selected Wed October 18<sup>th</sup> from 5:30 to 6:30 pm. That was from the times offered in the email from your office on Sept 21.

R, Chuck B

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**From:** Sloan. Rebecca [mailto:SloanR@saccounty.gov]  
**Sent:** Thursday, September 28, 2023 11:30



**To:** [cbergson@cityofisleton.com](mailto:cbergson@cityofisleton.com)

**Cc:** Howick. Ashleigh <[howicka@saccounty.gov](mailto:howicka@saccounty.gov)>; Pat Hume <[pathume@saccounty.gov](mailto:pathume@saccounty.gov)>; Diana Obrien <[DianaObrien@cityofisleton.com](mailto:DianaObrien@cityofisleton.com)>

**Subject:** RE: Supervisor Pat Hume Community Meeting - Isleton

Hi Chuck,

Hope this finds you well! Is it possible Thursday, November 9 from 6-7 pm might work for you and any of your Councilmembers who may wish to attend the community meeting? We are coordinating with department staff and the Supervisor's schedule, so thought possibly further out might be easier for everyone's calendars.

Look forward to hearing what may work best for you all.

Thank you!

*Rebecca*

**Rebecca Thornton Sloan**

Chief of Staff to Supervisor Pat Hume

700 H Street, Suite 2450

Sacramento, CA 95814

(916) 874-5465



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**From:** Howick. Ashleigh <[howicka@saccounty.gov](mailto:howicka@saccounty.gov)>  
**Sent:** Monday, September 25, 2023 4:56 PM  
**To:** Sloan. Rebecca <[SloanR@saccounty.gov](mailto:SloanR@saccounty.gov)>  
**Subject:** FW: Supervisor Pat Hume Community Meeting - Isleton

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**From:** Charles Bergson <[cbergson@cityofisleton.com](mailto:cbergson@cityofisleton.com)>  
**Sent:** Thursday, September 21, 2023 3:47 PM  
**To:** Howick. Ashleigh <[howicka@saccounty.gov](mailto:howicka@saccounty.gov)>  
**Cc:** Pat Hume <[pathume@saccounty.gov](mailto:pathume@saccounty.gov)>  
**Subject:** RE: Supervisor Pat Hume Community Meeting - Isleton

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Ms Howick,

Thank you for this communication and to Supervisor Hume for hosting a meeting in Isleton. Will have a response for the best date to you by next week.

Regards,  
CHUCK BERGSON, City Manager  
City of Isleton

**From:** Howick, Ashleigh [mailto:howicka@saccounty.gov]  
**Sent:** Thursday, September 21, 2023 13:46  
**To:** cbergson@cityofisleton.com  
**Cc:** Pat Hume <pathume@saccounty.gov>  
**Subject:** Supervisor Pat Hume Community Meeting - Isleton

Hello Charles,

Supervisor Pat Hume is interested in hosting community meetings in each of the cities within his supervisory district. I wanted to reach out to you to see if Isleton would have a community room available for us to use.

These are the dates and times we are currently looking at:

Monday, Oct 16 – 5:30-6:30  
Wednesday, Oct 18 – 5:30-6:30 pm  
Thursday, Oct 26 – 6-7 pm  
Monday, Oct 30 – 6-7 pm  
Thursday, Nov 2 – 6-7 pm  
Tuesday, Nov 6 – 6-7 pm

Thank you for your consideration of this request.

Best,  
**Ashleigh Howick**  
Special Assistant to Supervisor Hume  
(916) 874-3107  
700 H Street, Suite 2450  
Sacramento, CA 95814



# City of Isleton

## Special City Council Staff Report

DATE: October 10, 2023

ITEM#: 7.B

CATEGORY: Old Business

### **DELTA QUEEN LODGE, 34 MAIN STREET – HISTORIC PRESERVATION, VIOLATION**

#### **SUMMARY**

The Isleton Historic Preservation Board (IHRB) is reporting that the subject building has violated the City's Historic Preservation Ordinance (Ord 05-2011) and recommending sanctions.

#### **SUBJECT**

The IHRB is reporting to Council a violation of the City's Preservation Code and recommending sanctions on the subject property; see attached IHRB letter.

This Ordinance requires buildings to obtain a certificate of appropriateness (COA) prior to conducting any work on a building in the Historic District (Sect 1.09). The subject property did not obtain a COA for recent work (see attached IHRB report). The Delta Queen conducted alterations to the building exterior and new construction without a Certificate.

Staff is recommending that Council find the building owner in violation of Ordinance 05-2011, and set a hearing for this matter. Upon determination of a date, the owner will be notified and invited to discuss this finding.

#### **FISCAL IMPACT**


There is no fiscal impact with this action.

#### **RECOMMENDATION**

It is recommended that City Council find 34 Main Street in violation of Ordinance No. 05-2011 and set a hearing.

#### **ATTACHMENTS**

- Report from the IHRB, June 2023
- Isleton Ordinance 05-2011, Historic Preservation

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



## IHPRB REVIEW FINDINGS

COA for 34 Main Street, Isleton CA: Dated 30 MAY 2023, HVAC Installation

Approved

Disapproved

Pending

## COMMENTS

Note1: This COA is "Disapproved" because the owner proceeded with work without applying for proper building permits and COA. This COA was submitted after the Isleton Ordinance Officer red tagged work being performed on 34 Main Street.

Note 2: The Isleton Building Inspector has "first look" at submitted COA's. This is done so the scope of work can be determined to be either "major" or "minor". If the project is determined to be major, a meeting is triggered with the building department and the IHPRB as a minimum. If needed, other city departments can be included such as the fire department, and other city staff. This meeting is done to clarify the needs of the owner, as well as the requirements of the city, so that all work can then proceed in a safe and compliant manner. In this instance, this was not done, with the owner completing the majority of the work before being red tagged. Numerous perforations were made in load bearing walls to install HVAC systems, no structural plans were reviewed because the permitting process was disregarded. The potential for safety and liability issues are now in question. Can the city and those who allowed the work to be executed, be held liable for allowing unsafe, and unpermitted work? The answer is yes. For this reason, the IHPRB will not be complicit in allowing such work to proceed, and is thus the main reason for COA disapproval.

Note 3: In the belated COA, submitted by the owner, the Building Inspector does state that this project is categorized as "major" with the following quote, "...penetrations through exterior wall on a commercial building usually requires structural plans to be submitted to Building department."

Note 4: Per paragraph 1.21 of Ordinance 05-2011 "Unsafe or Dangerous Conditions", if the question of public safety can be rectified in the professional opinion of the building official, then the unpermitted work can continue.

**Note 5: The IHPRB does recommend to the City Council that civil penalties be enacted against the owner of 34 Main Street as per Ordinance 05-2011. Reason; the COA permitting process was disregarded creating potential liabilities for all parties involved, as well as altering the visual structure of the building without obtaining prior approval.**

**Penalties per Ordinance 05-2011:**

**1.23 A. Misdemeanor – Violation of any provision in this chapter shall constitute a misdemeanor.**

**C. Civil Penalties – Any person which causes substantial alteration of a structure, shall be liable for a civil penalty...In the case of alteration, the civil penalty shall be one-half the cost of restoration of the altered portion of the landmark or structure.**

**D. Moratorium – Alteration of a structure in violation of this chapter shall authorize the city to issue a temporary moratorium for the development of the subject property for a period not to exceed 24 months from the date the city becomes aware of the unauthorized alteration. The purpose of the moratorium is to provide the city an opportunity to study and determine appropriate mitigation measures for the alteration, and to insure measures are incorporated into any future development plans and approvals for the subject property.**

**Note 6: Regarding 34 Main Street, as being a "non-contributor", and therefore the work in question "should be allowed" is a hypothetical. The fact is, unpermitted work was conducted in disregard to city compliance. The irony being, the probability that such alteration could have been allowed was likely, with maybe minor provisions, but we will never now know. Being a "non-contributor" does not allow for a building to stand apart, it contributes to the integrity of the district. It is the district that allows for all buildings, historically significant or not, to take part in the benefits that the historic district allows (tax credits, grant monies via CLG status, etc). The historic district can lose its status and benefits if the "integrity" of the district comes under question.**

**Note 7: The owner of 34 Main Street has the right to appeal any decisions made by the building official and or IHPRB per paragraph 1.15 of Ordinance 05-2011.**

**Note 8: No further COA's submitted by 34 Main Street will be approved by the IHPRB pending final decision and outcome by the city council.**

COA reviewed (IHPRB)

Signature:



Date of Review:

6-2-2023

**APPLICATION FOR  
CERTIFICATE OF APPROPRIATENESS (COA)  
PRESERVATION CHECKLIST**

This checklist is based upon the Federal Department of the Secretary of Interior's Standards which the City of Isleton has adopted for preservation, and is to be used as a guide to insure work done on properties within the Isleton Asian-American District are in compliance. Refer to the Isleton Asian American National Register District Design Guidelines to determine the extent of requirements.

Upon completion of this Preservation Checklist please return it to Isleton City Hall for review. Upon completion of review of your COA you will be notified by mail as to the results. Note: Review your information to insure it is correct and complete. Depending on the scope of work to be performed, you could be required to attend a preconstruction meeting (as determined by the Isleton Building Department) and or, to attend an Isleton Historic Preservation Review Board (IHPRB) meeting to discuss your COA plans.

**NOTE: COA will not be accepted without photographs**

Photos of your structure are required; photos must be current to date, all sides of the structure will be photographed annotated with orientation of view (i.e. North, South, East, West)

Contact Information of person applying for COA (Name/Address/Phone/Email)

MARK YANOW  
\_\_\_\_\_  
\_\_\_\_\_

Address of property that the COA is being applied for:

34 MAIN STREET  
\_\_\_\_\_  
\_\_\_\_\_

Is Property within the boundaries of the Isleton Asian-American District?

Yes  
 No

If yes COA must be reviewed by Isleton Historic Preservation Review Board (IHPRB).

Is the property listed as historically contributing within the National Register District?

Yes  
 No

Description of work to be performed (i.e. attach drawings, photos, material samples etc).

INSTALL INDIVIDUAL HVAC UNIT INTO 10 UPSTAIRS ROOM  
HVAC will go thru wall and extend outside.

**ITEMS A THRU D FOR ISLETON BUILDING DEPARTMENT USE ONLY - DO NOT FILL IN**

A. Requested work to be performed is:

MAJOR; if major, a preconstruction meeting is triggered.

Time / date, other info concerning the preconstruction meeting.

~~(N) PENETRATIONS through exterior wall on a commercial building. usually requires structural plans to be submitted to Bldg. Dept.~~

MINOR

Comment:

B.  Current condition / configuration of building documented with photographs, all sides of the building have been photo-documented with current date, time, and orientation (N-E-S-W).

Not Completed

C.  Area where work is to be completed has been specified and detailed.

Not Completed.

D.  Specifications and images for materials to be utilized are documented.

Not Completed

\* Missy 5/30/2023



**PRESERVATION**

1. Property requires stabilization until additional work may be undertaken.

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Structural work will not alter the features, spaces and spatial relationships that characterize the property.

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Distinctive materials, features, finishes and construction techniques that characterize the property are preserved.

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. New materials match the old in composition, design, color and texture.

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Work methods will not damage historic materials.

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Archeological controls required.

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REHABILITATION**

1 Does the planned use of the property affect distinctive materials, textures, spaces and spatial relationships?

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2 Will distinctive materials have to be removed or altered including features, spaces and spatial relationships?

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3 Conjectural, historic developmental features or elements will not be undertaken.

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4 Distinctive materials, features, finishes and construction techniques are preserved.

Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5 New work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment (Note: If such new work is removed in the future, the essential form and integrity of the historic property and its environment will be unimpaired).

Yes  
 No

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESTORATION** *NA*

1 Will the properties new use reflect the restoration period?

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2 Removal of materials, alterations of features, spaces, and spatial relationships that characterize the period will not be undertaken.

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Documentation of work is required. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Project design is historically accurate for time period

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECONSTRUCTION** *NA*

1. Is reconstruction of vanished or non-surviving portions of project required?  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Is there documentary / physical evidence to permit accurate reconstruction?  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Has a thorough archeological investigation been conducted to identify features which are essential for an accurate reconstruction?  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Will measures be used to preserve any remaining historic materials, features, and spatial relationships? If yes, please briefly describe  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. A reconstruction will be clearly identified as a contemporary re-creation.

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Designs that were never executed historically will not be constructed

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant: *M. J. [Signature]*

Date Submitted: 5-30-23

**OFFICE USE**

COA submitted for review (Received by City Hall)

Signature: *Yvonne [Signature]*

Date Submitted: May 30, 2023

COA received for review (Received by IHPRB)

Signature: *W.C. [Signature]*

Date received: 5-31-2023

COA reviewed (IHPRB)

Signature: *W.C. [Signature]*

Date of review: 6-2-2023

**IHPRB REVIEW FINDINGS**

     **Approved**  
     **Disapproved**

**COMMENTS**

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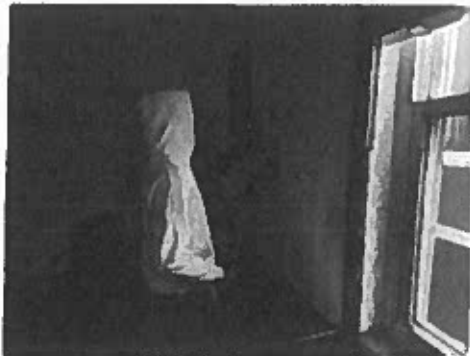
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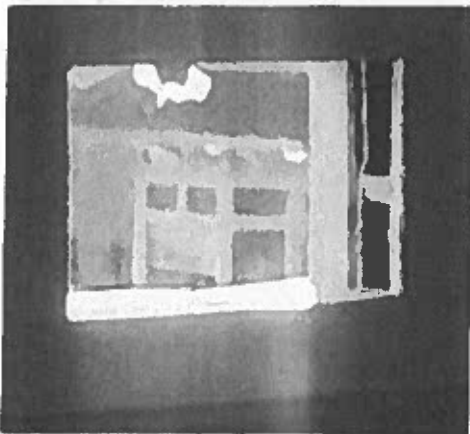
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34 Main Street, Isleton HVAC Photos



Each unit was individually surveyed and placed after scanning the walls.



The photo on the left is the opening in Room 29, note the numerous layers of exterior walls.

The 3 photos below are Room 29, one of the rooms that front main street. Room entrance, wall cut, mounted unit.



34 Main Street, Isleton HVAC Photos



Wall hvacs mounted



note mounted swamp cooler



# City of Isleton

## City Council Staff Report

DATE: October 10, 2023

ITEM#: 7.C

CATEGORY: Old Business

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### **UNWIRED BROADBAND, LLC LAND LEASE AGREEMENT FOR CELL TOWER AT CORPORATION YARD; PRESENTATION ... Report from September 26, 2023**

**UPDATE: Staff report subsequent to meeting with Unwired Broadband.**

#### **SUMMARY**

Unwired Broadband LLC has submitted a draft lease agreement for a proposed installation of a communications pole to improve the availability of high-speed broadband services to Isleton and surrounding area.

#### **DISCUSSION**

Mark Peterson, Strategic Projects Representative with Unwired Broadband, LLC will present the Unwired proposal. The lease agreement includes an installation of an 80 foot communication pole and transmission devices, space for equipment cabinet, compensation for access and usage of electrical service, 5-year term and renewal options and ready access to the facility for maintenance. Mr Peterson has had preliminary discussions with staff the representatives of the Council Finance subcommittee. Unwired Broadband is an internet provider in Central and Northern California headquartered in Fresno.

Unwired is also offering to provide the internet access to City facilities for no charge. The rates of web service-data download and upload rates-are significant better than those of the current provider.

#### **FISCAL IMPACT**

Unwired is proposing a nominal amount for this lease. Staff is recommending a monthly rent to be more than nominal.

#### **RECOMMENDATION**

It is recommended City Council receive presentation, discuss the proposal and provide direction.

#### **ATTACHMENTS**

1. Communications Site Lease Agreement between unWired Broadband, LLC and City of Isleton.

Written By: Diana O'Brien, Administrative Assistant  
Reviewed by: Charles Bergson, City Manager  
Submitted and prepared by: Yvonne Zepeda, City Clerk



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# City of Isleton

City Council  
Staff Report

DATE: September 26, 2023

ITEM#: 8.C

CATEGORY: New Business

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## **UNWIRED BROADBAND, LLC LAND LEASE AGREEMENT FOR CELL TOWER AT CORPORATION YARD; PRESENTATION**

### **SUMMARY**

Unwired Broadband LLC has submitted a draft lease agreement for a proposed installation of a communications pole to improve the availability of high-speed broadband services to Isleton and surrounding area.

### **DISCUSSION**

Mark Peterson, Strategic Projects Representative with Unwired Broadband, LLC will present the Unwired proposal. The lease agreement includes an installation of an 80 foot communication pole and transmission devices, space for equipment cabinet, compensation for access and usage of electrical service, 5-year term and renewal options and ready access to the facility for maintenance. Mr Peterson has had preliminary discussions with staff the representatives of the Council Finance subcommittee. Unwired Broadband is an internet provider in Central and Northern California headquartered in Fresno.

Unwired is also offering to provide the internet access to City facilities for no charge. The rates of web service-data download and upload rates-are significant better than those of the current provider.

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### **ATTACHMENTS**

1. Communications Site Lease Agreement between unWired Broadband, LLC and City of Isleton.

Written By: Diana O'Brien, Administrative Assistant  
Reviewed by: Charles Bergson, City Manager  
Submitted and prepared by: Yvonne Zepeda, City Clerk



## **Charles Bergson**

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**From:** Mark Peterson <mpeterson@getunwired.com>  
**Sent:** Wednesday, September 20, 2023 10:27 AM  
**To:** cbergson@cityofisleton.com; paulsteele@cityofisleton.com  
**Subject:** unWired Broadband Proposed Lease Agreement to City of Isleton to Expand Broadband Services in the Community  
**Attachments:** Lease Agreement Template 03.29.22.docx

Hi Chuck and Paul:

Thank you both for the opportunity yesterday to further discuss unWired Broadband's interest in improving the availability of high-speed Internet broadband services to the residents and businesses in the Isleton community. We would like the City to consider and approve a lease agreement allowing unWired Broadband access to the City of Isleton's service yard on 6<sup>th</sup> St. for the purpose of installing a communications tower that will enable us to deploy transmission equipment to provide low cost, high-speed Internet services.

unWired Broadband has been operating in the Central Valley since 2002 and is one of the 10 largest fixed wireless Internet service providers in the US. Our mission is to provide reliable high-speed Internet services to rural and underserved business and residential customers throughout our coverage area ranging from the base of the Tehachapi's in the south to north of Sacramento.

unWired has made similar arrangements with several owners of properties and tall structures in the Central Valley where we have installed transmission equipment in exchange for no-cost high speed Internet services and/or rents. The city's service yard location and the installation of an 80' communication tower(15 ft. below ground) at considerable expense to unWired will provide an excellent vantage to provide high speed Internet services to the residents and businesses in the area.

Below is the outline of our proposed lease agreement to access the city's yard:

### ***Outline of Proposed Lease Agreement:***

- Ground lease allowing installation of an 80' communication pole (15' of which will be underground), transmission devices (radio antennae) on the pole, and ground space for an equipment cabinet in exchange for high-speed Internet services for City offices, rents, and improved Internet services available to residents and businesses in the Isleton community
- Compensation for access will include the following:
  - Services: 3-high speed Internet connections (50Mb/12.5Mb) provided at no charge to serve City offices
  - Rents: \$200 in cash rents per mo.
  - Power Access: \$150 per mo. flat rate stipend to compensate for access and usage of 120v electrical service (usage estimated at 3-4 amps per mo.)
- 5-year term with renewal options
- Ready access to the facility for network equipment maintenance as necessary (most activity—though infrequent--between 6AM and 5PM)

We plan to attend the Council meeting on Sept. 26 when this is an agenda item for review and discussion by the full City Council. We are prepared to move quickly and estimate that we can begin providing services to the community in

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approximately 30 days after Council approval. Please let me know if you have any additional questions at this stage regarding our proposal.

Many thanks,

Mark

**Mark Peterson**

**Strategic Projects**

(559) 260-0625 (direct)

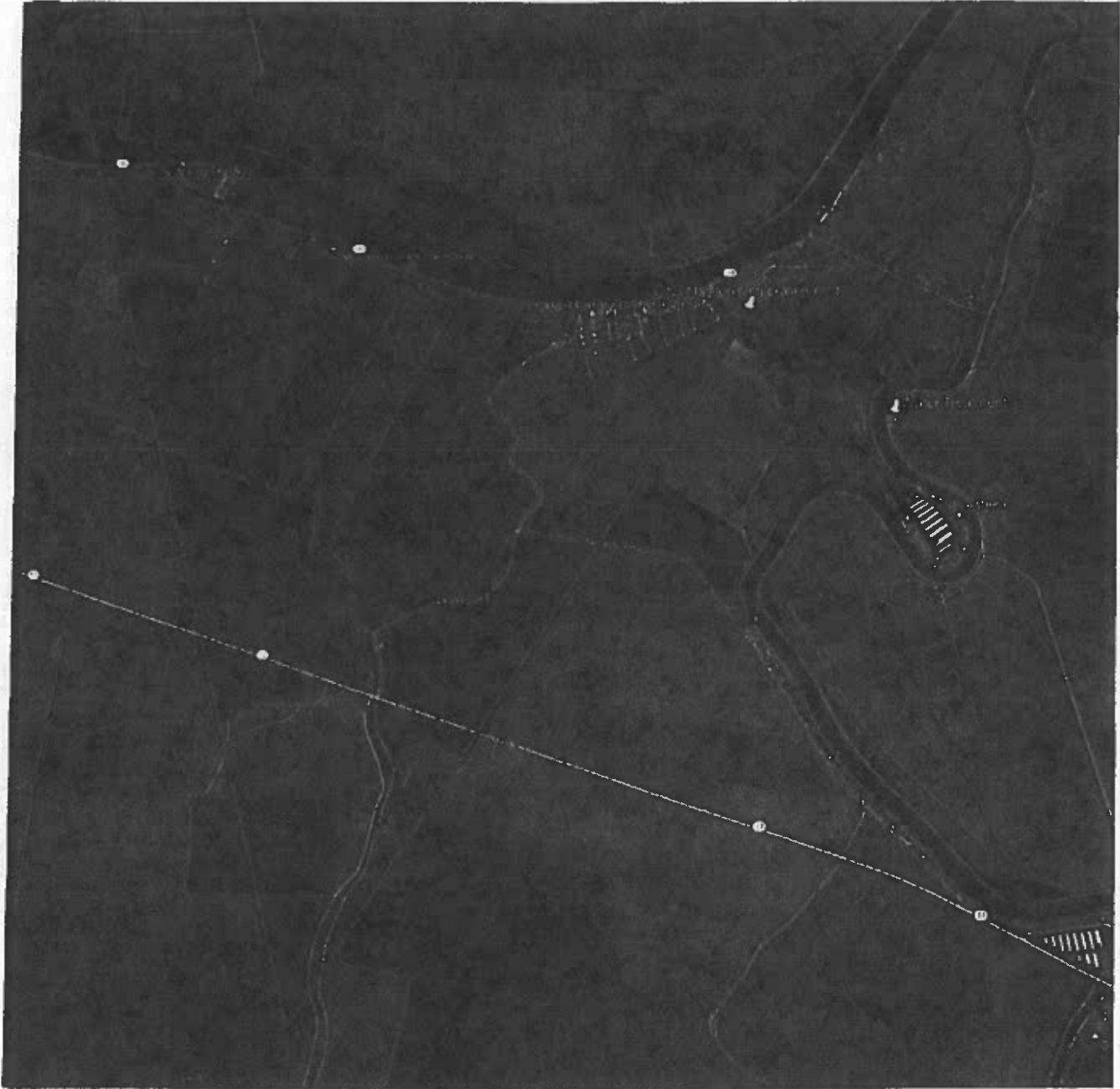
Tech Support: 559.261.4444 Option 2

Cust. Service/Billing: 559.261.4444 Option 3

[www.getunwired.com](http://www.getunwired.com)



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**Charles Bergson**

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**From:** Mark Peterson <mpeterson@getunwired.com>  
**Sent:** Thursday, August 24, 2023 2:09 PM  
**To:** cbergson@cityofisleton.com  
**Subject:** FW: unWired Broadband Installation of Communication Pole In Isleton to Improve Access to High Speed Internet Service for the Local Community  
**Attachments:** Lease Agreement Template 03.29.22.docx

Hi Chuck: This image shows our coverage area from the proposed communications site encompassing all of the city and includes coverage in other areas as identified by the arrows.  
Thanks. --Mark



**From:** Mark Peterson  
**Sent:** Thursday, August 24, 2023 8:45 AM  
**To:** 'cbergson@cityofisleton.com' <cbergson@cityofisleton.com>  
**Subject:** unWired Broadband Installation of Communication Pole In Isleton to Improve Access to High Speed Internet Service for the Local Community

Hi Chuck:

Thanks again for your consideration of a lease agreement allowing unWired Broadband access to the City of Isleton's service yard on 6<sup>th</sup> St. for the purpose of installing a communications pole. ***Our interest in installing the pole is to improve the availability of high-speed broadband services to families and businesses in the surrounding Isleton community.***

unWired Broadband has been operating in the Central Valley since 2002 and is one of the 10 largest fixed wireless Internet service providers in the US. Our mission is to provide reliable high speed Internet services to rural and underserved business and residential customers throughout our coverage area ranging from the base of the Tehachapi's in the south to north of Sacramento.

unWired has made similar arrangements with several owners of properties and tall structures in the Central Valley where we have installed transmission equipment in exchange for no-cost high speed Internet services and/or rents. The city's service yard location and the installation of an 80' communication pole (15 ft. below ground) will provide an excellent vantage to provide high speed Internet services to the residential and business customers in the area.

Below is the outline of a potential agreement to access the city's yard:

***Outline of Deployment***

- Ground lease allowing installation of an 80' communication pole and transmission devices (radio antennae) on the pole in exchange for high-speed Internet services/rents
- The combined value of any internet services provided by unWired to the city and any additional rents would have a value approximating "market rates" for access to the cities property
- Ground space for equipment cabinet or space in an existing conditioned area
- Compensation for access and usage of 120v electrical service (usage of 3-4 amps per mo.)
- 5-year term with renewal options
- Ready access to the facility for network equipment maintenance as necessary (most activity—through infrequent--between 6AM and 5PM)

Chuck, I have listed below an example of our current rates for the services that we would be able to extend to more residents of Isleton with the installation of a communication pole in the cities service yard. Additionally, unWired anticipates soon becoming a certified provider under the Affordable Connectivity Program (ACP) offering additional \$30 discounts to eligible customers.

**What we offer:**

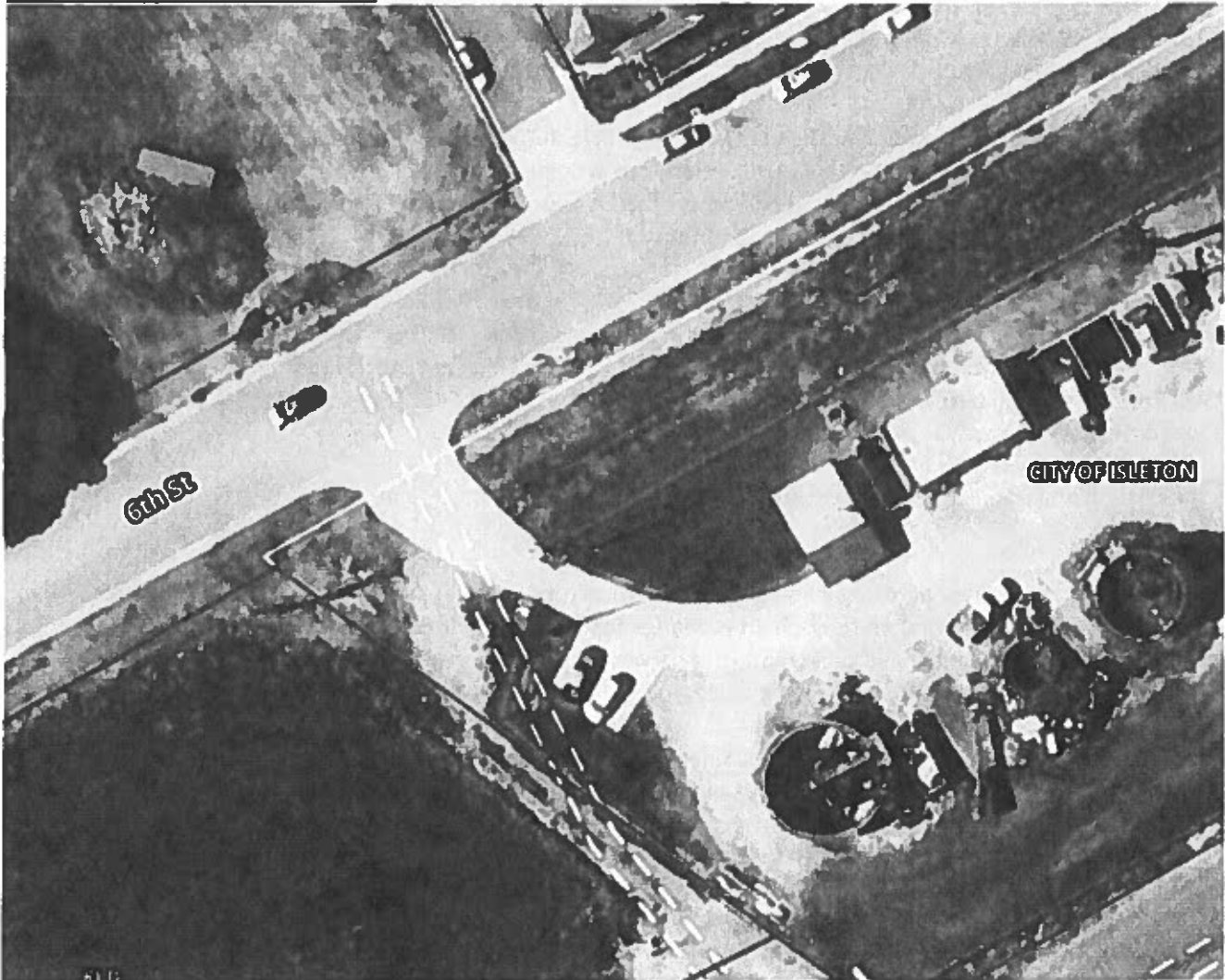
- Unlimited data
- Guaranteed speeds: (75%-100% of speed contracted for)

- Flat rated: no usage charges, taxes, fees or other charges

**New unWired Broadband NextGen Rates (available in select service areas):**

- 25Mb/6/25b \$69.99 per mo.
- 50Mb/12.5Mb \$49.99 per mo. (Special Limited Time Promo Price In New Service Area!!! Mo. To Mo contract. No installation fee!!!)
- 75Mb/18.75Mb \$149.99 per mo.
- 100Mb/20Mb \$199.99 per mo.
- 150Mb/20Mb \$299.99 per mo.
- 200Mb/25Mb \$349.99 per mo.

**City of Isleton 6<sup>th</sup> St. Service Yard**



Chuck, unWired would like to take next steps in moving forward with an agreement enabling us to offer our services to more residents of Isleton as quickly as possible. Please let me know if you have any questions and please advise if any additional information you may need from unWired at this time.

Many thanks,

Mark

**Mark Peterson**

**Strategic Projects**

(559) 260-0625 (direct)

*Tech Support: 559.261.4444 Option 2*

*Cust. Service/Billing: 559.261.4444 Option 3*

[www.getunwired.com](http://www.getunwired.com)



[www.getunwired.com](http://www.getunwired.com)



## COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated with an effective date of \_\_\_\_\_, is between **unWired Broadband, LLC.**, a California Limited Liability Company ("Lessee") whose address is 215 W Fallbrook Ave., Suite 203 Fresno, CA 93711, and \_\_\_\_\_ ("Lessor") with mailing address of \_\_\_\_\_

1. **Premises:** Lessor leases the real property located in City, County, California, legally described in Exhibit "A" attached hereto and made a part hereof and having Assessor's Parcel Number \_\_\_\_\_ and commonly known as \_\_\_\_\_ at \_\_\_\_\_ (address), coordinates \_\_\_\_\_ ("Lessor's Property"). Subject to the terms and conditions outlined in this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a portion of the Silo/Tower as depicted on Exhibit "B" attached hereto and made a part hereof ("Premises").
2. **Use:** The Premises may be used by Lessee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission, and the reception of radio communication signals on various frequencies.
3. **Term:** Except as otherwise agreed in writing via Amendment, the initial term of this Lease ("Term") shall be five (5) years commencing on \_\_\_\_\_ ("Commencement Date") and ending at midnight, Pacific Time on \_\_\_\_\_. The Term shall automatically extend for five (5) renewal period(s) of five (5) year(s) each unless either party provides written notice to the other of its election not to renew the Term, at least Three Hundred Sixty-Five (365) days prior to the end of the current Term. Each renewal term shall be the same terms and conditions. This Lease shall continue on a month-to-month basis with either party having the right to terminate this Lease with three hundred sixty-five days (365) days prior written notice in the event of a holdover by Lessee on the same terms and conditions as outlined in this Lease.
4. **Rent/Consideration:**
  - a. Upon the Commencement Date, (Date), Lessee shall pay Lessor, as rent, the sum of (Rent amount) (\$0.00) ("Rent") per month, which shall be considered compensation for the installation of up to (# of antennae) (#) radio transmitting and receiving antennae and associated cable, wiring, equipment upon Silo/Tower and equipment rack within the structure at the location. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor's address specified in Paragraph 17 of this Lease.
  - b. In the event any rental installment is not received by Lessor by the tenth (10th) day of any month, a delinquency charge, equal to Ten Percent (10%) of the outstanding amount due shall be paid by Lessee to Lessor concurrently with payment of the delinquent rental installment.
  - c. **Consideration:**

1. Lessee shall provide Lessor with trade connections, listed in this agreement, which shall be considered compensation for the installation of up to (# of antennae) (#) radio transmitting and receiving antennae and associated cable, wiring, equipment upon Silo/Tower, and equipment rack within the structure at the location.
  2. Should Lessee request the installation of any additional antennae on the Tower, starting with antennae #(), Lessee and Lessor shall negotiate an upgrade of the current connections in good faith. Lessee shall notify Lessor via email or mail or by phone at least 24 hours prior to installation.
  3. As consideration for the License granted by Lessor pursuant to this Agreement, Lessee shall provide Lessor, at Lessee's sole expense, with the following:
    - ii. Wireless broadband internet access as specified at locations listed in Exhibit C.
5. **Electrical Power:** Lessor will continue to provide one dedicated 30 amp/120-volt electrical circuit at the base of the building, to furnish electrical power to Lessee's equipment.
6. **Improvements & Access:**
- a. Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as outlined in Paragraph 11, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of the same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate effective immediately upon that notice.
  - b. Lessee has the right to install, upgrade, modify, service, repair, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting, and receiving antennas, and including mounting equipment ("Lessee's Facilities"). In connection therewith, Lessee has the right to install utility lines and transmission lines connecting antennas to transmitters and receivers. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures.
  - c. Lessor shall provide access to Lessee, Lessee's employees, agents, contractors, and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install, and operate Lessee's Facilities on the Premises. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

- d. Lessor grants Lessee the license to use the existing road to access Lessee's leased premises during their tenancy.
  - e. At Lessee's expense, Lessee shall have the right to install or improve utilities on Lessors' property or premises (including, but not limited to the installation of emergency backup power or to bring utilities across the property) in order to service the premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.
  - f. Lessee shall remove all Lessee's Facilities at its sole expense within ninety (90) calendar days of the cancellation, expiration, or termination of this Lease. Lessee shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed on the Commencement Date, except for reasonable wear and tear and damages beyond the control of Lessee.
7. **Interference with Communications:** Lessor shall not permit the use of or any activity upon any portion of Lessor's Property in a way that interferes with the communications operations of Lessee. If such interference occurs due to a new Lessee, Lessor will cooperate to every extent possible to resolve the interference with Lessee's communications. Such interference of Lessee's operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable harm to Lessee's operation and equipment, and therefore, Lessee shall have the right to terminate the Lease immediately upon notice to Lessor and seek monetary compensation equal to the loss of business and relocation of antennae.
8. **Termination:** This Lease may be terminated without further liability on three hundred sixty-five (365) days prior written notice: (i) by either party upon default of any covenant, condition, or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default; or (ii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take-back of channels or change in frequencies. In addition to the remedies described herein, in the event of a default by Lessee under (i) above, the Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue to lease in effect after Lessee's breach and abandonment and recover rent as it becomes due.).
9. **Damage to or Destruction of Premises:**
- a. If the Premises or any building comprising the Premises are damaged or destroyed by fire or other casualty and is deemed unsafe, Lessor may terminate this Lease upon written notice to Lessee. In such case, Lessor will refund to Lessee the unearned rent for the then-current month if Lessee or its officers, directors, shareholders, agents, contractors, employees, or equipment are not the cause of the fire or other casualty, Lessor may elect to repair or construct the Premises and continue this Lease in effect, in which event the monthly rent paid by Lessee shall be reduced for the part of the

Premises of which Lessee is deprived; Lessee shall pay the full rental amounts required once the premises are repaired and Lessee's ability to utilize the Premises is fully restored.

- b. Lessee shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week to make repairs that may be necessary or advisable on account of fire or other casualty or for the maintenance of the Premises and lessee's facilities.

**10. Condemnation:** If a condemning authority takes all of Lessor's Property or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain (e.g., the threat of condemnation), shall be treated as taking by a condemning authority. Any award for the taking of all or any part of the Premises under condemnation or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for the diminution in value of the leasehold, for taking the property owned by Lessor, or as severance damages; provided, however, Lessee shall be entitled to any award for loss of or damage to Lessee's equipment, trade fixtures, and other personal property and, if applicable, the right to be relocated by the condemner. Notwithstanding any provision hereof to the contrary, Lessee shall have the right to assert with the condemning authority an independent claim for the value of its leasehold interest and its improvements to the Premises.

**11. Insurance:** Lessee shall maintain throughout the Term and any extension thereof the following insurance: (1) Commercial General Liability with limits of \$2,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. All insurance carried by Lessee shall be primary and on contributory and Lessor shall be named as an additional insured. Proof of insurance will be provided to Lessor upon request.

**12. Lessee's Indemnity:** Except as otherwise provided, Lessee shall indemnify, defend, and hold Lessor, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees) ("Claims"): (i) incurred or suffered by Lessee or Lessee's officers, directors, shareholders, contractors, employees, agents, or equipment while on the Premises; (ii) incurred or suffered by parties who are not a party to this Lease and which are caused by any acts or omissions of the Lessee under the terms of this Lease; and (iii) incurred or suffered by any party as a result of the equipment installed and/or constructed on the



Premises by Lessee. Lessee's duty to indemnify will not apply to Claims arising out of the gross negligence or willful misconduct of Lessor or any violation of law by Lessor or their agents or contractors.

a. **Survival:** The foregoing indemnity in (12) will survive the termination, cancellation or expiration of this Lease.

**13. Assignment:** Lessee shall have the right to assign its interest hereunder to any entity that owns or acquires all or substantially all of Licensee's assets or shares of ownership without the consent of Licensor. Lessee shall issue at least ninety (90) day notice to Lessor for sublease or to assign its interest in this Agreement, either directly or indirectly. Lessor may assign this Lease at any time upon ninety (90) days' prior notice to Lessee. All the terms and conditions listed in this agreement shall stay the same and in full effect in the event of such assignment.

**14. Title:** The signor warrants that it has full right, power, and authority to execute this Lease as a Lessor. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

**15. Quiet Enjoyment and Unlawful Activity:** Lessor, lessee, and any affiliates shall not engage in acts of violence or threats of violence, including but not limited to, commit waste or nuisance, annoy, molest, harass, or interfere with anyone on the site. Violations of any of the above provisions shall be a violation of the lease agreement and good cause for immediate termination of the lease. Lessor further warrants that Lessee shall have quiet enjoyment of the premises during the Term of this Lease or any extension of the Term.

**16. Repairs:** Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors, or subcontractors.

**17. Miscellaneous:**

- a. If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- b. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties subject to the terms of this Lease.
- c. All notices under this Agreement shall be in writing and shall be given by personal delivery; or by registered or certified U.S. mail, postage prepaid, return receipt requested; or by email; or by facsimile if transmitted by a machine that produces a transmission report verifying the date and time of transmission and the telephone

number to which transmitted, and a confirming hard copy is mailed to the recipient; or by overnight delivery service that issues a receipt and addressed to the appropriate party at the address set forth below. Notice given: (a) by personal delivery will be effective upon delivery or refusal of delivery, whichever is earlier; (b) by mail will be effective upon receipt or three (3) calendar days after the postmark date, whichever is earlier; (c) by facsimile will be effective on the date shown on the transmission receipt; (d) by email will be effective the next business day; and (e) by overnight service will be effective upon delivery or refusal of delivery, whichever is earlier. The consent, denial, or response for all requests must be provided within 3 business days.

Lessor: (Lessor's Name)  
(Lessor's Address)  
(City, State, Zip)  
Phone:  
Fax:  
E-mail:  
(Site POC Name)  
Phone:  
Email:

Lessee: unWired Broadband, LLC  
ATTN: Ravipal Singh  
215 W Fallbrook Ave Suite 121  
Fresno, CA 93711  
Phone: (559) 261-4444  
Fax: (559) 261-4445  
Email: [Leasing@getunwired.com](mailto:Leasing@getunwired.com)

The Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

- d. This Lease shall be governed under the laws of the State of California. The parties agree that the property venue for any lawsuit involving this Lease shall be the Fresno County Superior Court, if in state court, or the United States District Court, Eastern District of California, if in federal court. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees, litigation expenses, and court costs, including appeals if any.
- e. The Parties agree that (i) a digital or electronic signature on this Agreement and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence hereof notwithstanding the failure or inability to produce or tender an original,

manually executed counterpart of this Agreement and without the requirement that the unavailability of such original, manually executed counterpart of this Agreement first be proven.

**18. Entire Agreement:** This agreement which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified unless all parties come to a mutual agreement and submit said Agreement in writing, signed by all parties, except as permitted by applicable law. Neither party has made any representations or promises other than those set forth herein. By signing below, both parties also agree that any prior agreement signed pertaining to (Lessor's Name) shall be null and void and superseded by this agreement.

*Signatures on the following page...*

IN WITNESS WHEREOF, the parties have executed this lease as of this date first above written.

Dated: \_\_\_\_\_

**LESSEE:**

**unWired Broadband, LLC**  
a California Limited Liability Company

By: \_\_\_\_\_  
PETER L. SORENSEN, President

Dated: \_\_\_\_\_

**LESSOR:**

**(Lessor's Name)**

By: \_\_\_\_\_  
(Name & Title)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LESSORS PROPERTY**

Lessor's property of which Premises are a part is legally described as follows:

ABC Family Farms Fresno Silo Fresno, CA

Assessor's Parcel Number: (#)

## **EXHIBIT B**

### **DESCRIPTION OF PREMISES**

The location of the Premises within Lessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

1. Easements necessary to supply adequate power, telephone, and grounding of the equipment and access to and from Lessee's facilities from the nearest public right-of-way.

A final drawing or copy of a property survey or site plan depicting the above shall be initialed by Lessor and will replace this Exhibit B.

#### **Notes:**

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land boundaries shall be the distance required by the applicable governmental authorities.
3. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

**EXHIBIT C**  
**Trade Connections**

	<b>Opportunity Number</b>	<b>Plan</b>	<b>Address</b>	<b>Cost</b>
<b>1</b>				





# City of Isleton

## City Council Staff Report

DATE: October 10, 2023

ITEM#: 7.D

CATEGORY: Old Business

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### **PREPARE CALIFORNIA JUMPSTART INITIATIVE - ISLETON SUSTAINABLE / RESILIENCE PROGRAM. #JS22-016; APPROVE GRANT, AUTHORIZE CERTIFICATIONS**

#### **SUMMARY**

The City has been awarded a Prepare California Jumpstart Initiative from the State Office of Emergency Services (CalOES). This Program is to build community resilience among areas of the State most susceptible to natural disasters. The Program is to reduce long-term risks from natural disaster such as flooding earthquakes, wildfires, landslide, extreme heat, and drought by investing in local capacity building and mitigation projects designed to protect communities. The City applied for this grant last fall and was notified of the award this past July (exhibit 1).

This action requests that Council authorize the City Manager to execute the agreement and associated certifications.

#### **DISCUSSION**

The Jumpstart program funding can go to support projects addressing concerns in one or more of the following focus areas: local capacity building, whole community risk reduction, whole community approach, protection of life and property, public education and awareness, nature-based solution to hazard risk. The intent of the project is to assist socially vulnerable and high hazard risk communities. This Grant will augment staffing by funding a resilience program allowing the City to develop programs and projects that “foster resilience, mitigation, preparedness and recovery” in advance of disasters. A CalOES description of the program is attached as exhibit 2.

The Program is to provide staff augmentation for five years that will support and develop City efforts to build community resilience. This includes improving several of the current City activities, safety of City facilities, enhancing current municipal functions, and preparation and information programs for the community.

This action requests that Council approve the Grant and authorize City Manager to submit: the Designation of Applicant’s Agent Resolution for Non-State Agencies (exhibit 3), Grant Subaward Certification of Assurance of Compliance (exhibit 4), and Grant Subaward Face Sheet (exhibit 5) for grant requirements.

## FISCAL IMPACT

The Grant amount is \$895,343. The approximate use of funds is shown in schedule A. This schedule is subject to approval of the State Office of Emergency Services.

### Schedule A

<u>Function</u>	<u>Five Year Budget</u>	<u>Annual cost</u>
Professional Sustainable/Resilience Consultant <sup>1</sup>	\$400,343	\$80,068
Staff Grant Management, Admin, Coordination	\$145,000	\$29,000
Sustainability/Resilience Admin Asst, part time <sup>2</sup>	\$200,000	\$40,000
City facilities, office, logistical support	\$150,000	\$30,000
Total	\$895,343	\$ 179,068

1-The Sustainable Consultant is to assess, identify, locate insurance and post disaster recovery need, collaborate with the State OES, State office of Insurance, develop and implement climate, resilience, sustainability and recovery goals. Researches, analyzes, identifies funding resources, prepare reports. 2-The S/R Administrative Assistant is to support the research, development, promotion, and administration of the range of programs and project emanating from this Program.

## RECOMMENDATION

It is recommended City Council approve the Prepare California – Isleton Sustainability/Resilience Program Grant #JS22-016 and direct City Manager to execute agreement.

## ATTACHMENTS

1. California Office of Emergency Service Award letter, July 25, 2023
2. CalOES Prepare California Program description (cal.oes.ca.gov)
3. Designation of Applicant's Agent Resolution for Non-State Agencies
4. Grant Subaward Certification of Assurance of Compliance
5. Grant Subaward Face Sheet

Written By: Diana O'Brien, Administrative Assistant/Grants Manager

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk

GAVIN NEWSOM  
GOVERNOR

NANCY WARD  
DIRECTOR



7/25/2023

Charles Bergson  
City Manager  
City of Isleton  
101 2nd St.  
City of Isleton, Ca 95641

Reference: Application Approval, PrepareCA JumpStart # JS22-016  
City of Isleton  
Sacramento County, California  
Prepare California JumStart City of Isleton Sustainability  
Officer  
**DELIVERED VIA E-MAIL:** CBergson@cityofisleton.com

Dear Charles Bergson:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has selected your application referenced above, to receive funding under the Prepare California Jumpstart Initiative.

Pending completion and submittal of all required post obligation forms, your agency will be awarded the amount of \$895,343.00 for the grant performance period beginning August 1, 2023 and ending June 30, 2028.

Cal OES will be contacting you soon to assist in finalizing the approval process and to set up a kick-off meeting to discuss funding conditions, program reporting, reimbursement, and other grant logistics.

If you have any questions please contact your assigned Program Specialist Westley Dunkin at (916) 539-3468 or via e-mail at Westley.Dunkin@caloes.ca.gov We look forward to the successful implementation of this project.

Sincerely,

DocuSigned by:

FA9FF190CC19445  
Ron Miller

Acting State Hazard Mitigation Officer



3650 SCHRIEVER AVENUE • MATHER, CA 95655  
RECOVERY SECTION • HAZARD MITIGATION ASSISTANCE BRANCH  
PHONE: (916) 328-7450 • EMAIL: PREPARECAJUMPSTART@caloes.ca.gov  
www.CalOES.ca.gov

Exh 1

# Prepare California

The California Governor's Office of Emergency Services (Cal OES) is pleased to announce a grant program focused on building community resilience amongst vulnerable individuals living in the areas of the state most susceptible to natural disasters. The Prepare California Initiative is aimed at reducing long-term risks from natural disasters, such as flooding, earthquakes, wildfires, landslides, extreme heat, and drought by investing in local capacity building and mitigation projects designed to protect communities.

Prepare California leverages funds approved in Governor Gavin Newsom's 2021-22 State Budget and is designed to unlock federal matching funds for community mitigation projects that vulnerable communities would otherwise be unable to access. This program is intended for communities that are the most socially vulnerable and at the highest risk for future natural hazard events. The state identified communities by prioritizing California census tracts according to their estimated hazard exposures and social vulnerability.



We know that our vulnerable communities are disproportionately impacted when a disaster strikes. Prepare California targets funds to areas where they are needed most to improve infrastructure, mitigate disasters, and save lives.

**Ryan Buras**  
Deputy Director of Recovery, Cal OES

## Program Focus Areas

Funding under the program may go to support projects addressing concerns in one or more of the following focus areas:

- **Local Capacity Building** – Actions that will improve local capacity building to mitigate and recover from natural disasters including enhancing local resilience staffing support, scoping for future mitigation projects, and community outreach.
- **Whole Community Risk Reduction** – Mitigation plans and actions that integrate a whole community risk reduction approach. Activities should protect significant portions of the community by addressing entire neighborhoods, districts, or populations.
- **Whole Community Approach** – Engaging the full capacity of the private and nonprofit sectors in conjunction with the participation of local, tribal, state, territorial and federal government partners while ensuring the inclusion of children, individuals with disabilities and others with access and functional needs, those from religious, racial, and ethnically diverse backgrounds, and people with limited English proficiency.
- **Protection of Life and Property** – Actions taken to reduce or eliminate long-term risk to life and property from natural hazards and their effects such as retrofits of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, establishment of defensible space, and structural and non-structural retrofit.
- **Public Education and Awareness** – Actions to inform citizens and elected officials about disaster preparedness or individual and community actions to mitigate natural hazards.
- **Nature-Based Solutions to Hazard Risk** – Actions that minimize hazard loss by preserving, mimicking, or restoring the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, natural coastal protection, green stormwater management, and wetland restoration and preservation.

## Prepare CA Funding Programs



Funding under this program is intended to enhance whole community resilience and hazard mitigation capacity building at the local level:

### JumpStart

Allocates \$15 million in state funding dedicated to help jumpstart eligible communities in their development and implementation of resilience planning and activities.

Provides support to augment resiliency staff at the local level to develop local initiatives that directly and primarily benefit eligible socially vulnerable and high hazard risk communities. Resiliency staff should focus on mitigation planning and implementation, community education on mitigation, recovery planning, and/or future mitigation project scoping.

### Match

Allocates \$85 million in state funding to cover the required non-federal cost share for eligible communities and projects applying for FEMA's Hazard Mitigation Grants Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA).

Provides enhanced technical assistance and match funding to qualified entities applying for the FEMA Hazard Mitigation Assistance programs to develop projects and activities that directly and primarily benefit eligible socially vulnerable and high hazard risk communities and reduce risk to loss of life and property from natural disasters within the FEMA HMGP requirements.

## Timeline for Funding Opportunities

<b>Summer 2023</b>	FEMA announces 2022 BRIC and FMA projects selected for further review
<b>March 1, 2023</b>	Cal OES releases HMGP DR-4683 & DR-4699 NOFO with PrepareCA Match
<b>March 2023</b>	Project Scoping Calls (Programmatic and BCA)
<b>March 31, 2023</b>	HMGP Notice of Interest (NOI open via the Engage Cal OES Portal)
<b>May 10, 2023</b>	HMPG NOIs due to Cal OES via the Engage Cal OES Portal
<b>June 10, 2023</b>	Early Subapplication due date for planning (LHMP) <i>Planning Subapplications submitted on or before June 10, 2023, may be submitted to FEMA on an expedited timeline</i>
<b>August 4, 2023</b>	HMGP Subapplications (with PrepareCA Match) due to Cal OES via the Engage Cal OES Portal
<b>January 14, 2023</b>	Cal OES submits HMGP (with PrepareCA Match) selections to FEMA for further review
<b>Late 2023 onward</b>	FEMA awards 2022 BRIC and FMA projects after completing programmatic and Environment and Historic Preservation (EHP) reviews

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR  
NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Isleton  
(Governing Body) (Name of Applicant)

THAT Charles Bergson, OR  
(Title of Authorized Agent)

\_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Isleton,  
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Isleton, a public entity established under the  
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
Cal OES 130

Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
(Name) (Title)

City of Isleton \_\_\_\_\_, do hereby certify that the above is a true and  
(Name of Applicant)

City Council

correct copy of a resolution passed and approved by the \_\_\_\_\_  
City of Isleton (Governing Body)

of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
(Name of Applicant)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



**Cal OES**

GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

## **Grant Subaward Certification of Assurance of Compliance** Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that the Subrecipient will comply with the requirements and restrictions outlined in this document and the FY2021 State Grant Assurances.

**The Official Designee and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form.** For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name

*Exh 4*





**Cal OES**

GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

## Grant Subaward Certification of Assurance of Compliance

Subrecipient: City of Isleton

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	JumpStart		
2			
3			
4			
5			
6			

I, \_\_\_\_\_ (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the all documents and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

**I. Proof of Authority**

The Subrecipient certifies it has written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (same person as Section 15 of the Grant Subaward Face Sheet) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

**II. Civil Rights Compliance**

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class.

**III. Equal Employment Opportunity**

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law.



# Cal OES

GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

#### IV. Drug-Free Workplace Act of 1990

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990.

#### V. California Environmental Quality Act (CEQA)

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA.

#### VI. Lobbying

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities.

**All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.**

#### CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: \_\_\_\_\_

Official Designee's Typed Name: \_\_\_\_\_

Official Designee's Title: \_\_\_\_\_

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

#### AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

City Financial Officer

County Financial Officer

City Manager

County Manager

Governing Board Chair

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

(Cal OES Use Only)

Cal OES #	JS22-016	FIPS #	067-36882	VS#		Subaward #	
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- Subrecipient: City of Isleton 1a. UEI#: \_\_\_\_\_
- Implementing Agency: City of Isleton 2a. UEI#: \_\_\_\_\_
- Implementing Agency Address: 101 2nd St Isleton (City) (Zip+4)  
(Street)
- Location of Project: \_\_\_\_\_ (City) \_\_\_\_\_ (County) \_\_\_\_\_ (Zip+4)
- Disaster/Program Title: Prepare California Jumpstart 6. Performance/Budget Period: 8/1/23 to 3/31/26  
(Start Date) (End Date)
- Indirect Cost Rate: Select Federally Approved ICR (if applicable): \_\_\_\_\_ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2021	JUMP	\$895,343						\$895,343
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
<b>Total</b>	<b>Project</b>	<b>Cost</b>	<b>\$895,343</b>		<b>\$895,343</b>				<b>\$895,343</b>

**13. Certification:** This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

**14. CA Public Records Act:** Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

**15. Official Authorized to Sign for Subrecipient:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Payment Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code+4: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**16. Federal Employer ID Number:** \_\_\_\_\_

**(FOR Cal OES USE ONLY)**

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer)

(Date)

(Cal OES Director or Designee)

(Date)

*e.l.c*

