

City of Isleton

City Council
Staff Report

DATE: October 8, 2024

ITEM#: 4.A

CATEGORY: Communications

NOTICE OF PACIFIC AND GAS AND ELECTRIC COMPANY'S AMENDMENT TO IT'S HELMS UPRATE COST APPLICATION (A.23-12-014)

SUBJECT

On September 6, 2024, PG&E filed an amended version of its Helms Uprate Cost application with the CPUC with the primary purpose of removing Pacific Generation LLC as a joint application from the application. The original application's request for up to \$462 million to increase the generation and pumping capacity of the Helms hydroelectric facility is unchanged by the amendment.

FISCAL IMPACT

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

RECOMMENDATION

City Council receive communication.

ATTACHMENT:

- PG&E Amendment to its Helms uprate cost application (A.23-12-014).

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda ____

Reviewed by: City Manager, Uyiosa F. Oviawe ____

DATE: September 23, 2024

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S AMENDMENT TO ITS HELMS
UPRATE COST APPLICATION (A.23-12-014)**

Acronyms you need to know

PG&E: Pacific Gas and Electric Company

CPUC: California Public Utilities Commission

RECEIVED

Why am I receiving this notice?

On September 6, 2024, PG&E filed an amended version of its Helms Uprate Cost application with the CPUC with the primary purpose of removing Pacific Generation LLC as a joint applicant from the application. The original application's request for up to \$462 million to increase the generation and pumping capacity of the Helms hydroelectric facility is unchanged by the amendment.

Why is PG&E requesting this rate increase?

Increasing the capacity of this facility will expand the availability of clean energy and increase electric reliability for all customers. It will also increase long-duration energy storage in California, which is needed to continue ensuring reliability as the demand for electricity increases.

In order to keep the impact to customers as low as possible, PG&E proposes to make the upgrades when much of the equipment is due for replacement. In addition, PG&E proposes to claim federal tax incentives under the federal Inflation Reduction Act and pass the savings on to customers.

The application proposes a cap of \$462 million for the project, meaning the costs are not to exceed this amount. If PG&E needs to modify the cap, PG&E will update its proposal and seek further approval from the CPUC.

How could this affect my monthly electric rates?

The amendment to the application does not change the costs proposed or the rate and bill impacts from the original application. As originally filed, PG&E is currently expecting to begin recovering the costs of the project **beginning in 2029 through 2034**. In 2035, the remaining costs will be included in the company's General Rate Case process.

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. In 2033, which is the year of the highest impact, the bill for a typical residential customer using 500 kWh per month would increase from \$190.84 to \$191.04, or 0.1% compared to current bills.

Direct Access (DA) and Community Choice Aggregation (CCA) customers receive electric transmission and distribution services and select Commission-ordered services from PG&E. In the year of the highest impact, rates for services provided by PG&E to these customers would increase by 0.3% compared to current rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is other Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. In the year of the highest impact, rates would increase by 0.2% compared to current rates.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How does the rest of this process work?

This application has been assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process, the amendment does not change this. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: **PublicAdvocatesOffice@cpuc.ca.gov** or visit **PublicAdvocates.cpuc.ca.gov**.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY, call **711**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555**.

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
Helms Uprate Cost Application (A.23-12-014)
P.O. Box 1018
Oakland, CA 94604-1018

CONTACT CPUC

Please visit **apps.cpuc.ca.gov/c/A2312014** to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: Public.Advisor@cpuc.ca.gov

Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Call: 1-866-849-8390 (toll-free) or **1-415-703-2074**

Please reference **PG&E's Helms Uprate Cost Application A.23-12-014** in any communications you have with the CPUC regarding this matter.

City of Isleton

City Council Staff Report

DATE: October 8, 2024

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 24, 2024

SUMMARY

A. Review and approval of the Regular City Council Meeting minutes of September 24, 2024.

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 24, 2024.

ATTACHMENTS

- Minutes of the Regular City Council Meeting of September 24, 2024.

Reviewed by: Uyiosa Oviawe, City Manager__

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk __

CITY OF ISLETON

City Council Meeting Agenda Minutes

Tuesday, September 24, 2024 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

VIA ZOOM AND OR TELEPHONE

PAUL STEELE

9 BEACH ROAD

BANG LAMUNG DISTRICT, CHON BURI 20150, ROOM 208

The public may participate and provide public comments in person. Please be advised that teleconferencing option is provided as a courtesy to the public. If, for any reason, there are technical difficulties, the City Council meeting will continue in person.

How to Listen to the City Council Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGR1M1BpajcwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order – Mayor Pamela Bulahan called to order 6:30pm.
- B. Pledge of Allegiance
- C. Roll Call: Councilmember’s Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan.
- D. Staff Reports: City Manager read his staff report. Informing Council of the hire of City Engineer Scott Lanphier, Bldg. Inspector Nathaniel Anderson and City Clerk and City Treasurer are elected positions and are unpaid. He provided council with Finance Report-Preliminary only that Cristina Garcia developed. Workshop for the General Plan will be on October 19. Scott Baroni is a great asset to the City and will work 24 hours or less and he has stepped up and wears many hats. He is available for the city. Also, the City Manager is in charge of hiring and firing. Fire Chief Dean Dockery provided his incident report on the calls they ran, 24 total incidents for all zones. Treasury report was given by Pamela Bulahan, GF 16,144.31, Grant Fund 1,210.28, LTF 7,401.33, Measure A 4,696.32, Sewer O & M 47,292.28, Storm Acct. 106.81.
- E. Council Reports: Kelly Hutson will fill in for David Kent Q&A 3-5, until Mayor Pamela Bulahan shows up. Issues came up about me personally and city and I have not benefited. David Kent Thank you Mayor and Mr. Hutson for covering the Q&A. Iva Walton said, she restarted the Jumpstart Grant of 800, 000 that benefited the city. What money did the city receive from Crawdad Festival? She brought up concerns regarding staff running for council and people running for office without a COA. Paul Steele spoke in regards to finance and the information we received was unreadable and made no sense. Pam Bulahan had a SACOG

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.

meeting in Placerville-we went to apple hill, California Preservation Board.

2. AGENDA CHANGES OR DELETIONS

ACTION: Councilmember Kent motion to move 6.A and 8.C after public comment.

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: Sebastian M. discussed cost of the Isleton Crawdad Festival and that he sold all the crawdads. Michelle Burke spoke about the lighting and LED light is blue tone and Keldon Lights and FEMA denied?

4. COMMUNICATION

A. A very nice thank you email from a visitor regarding our Public Works worker.

B. League of California Cities Sacramento Valley Division Cornhole Tournament.

ACTION: Information only but Thank you Robert McGahey.

5. CONSENT CALENDAR

A. SUBJECT: Approval of the Regular City Council Meeting Minutes of August 27, 2024.

RECOMMENDATION: City Council review and approve the draft minutes of the Regular City Council Meeting of August 27, 2024.

ACTION: Councilmember Kelly Hutson motion to approve the minutes of the Regular Meeting of August 27, 2024. Vice Mayor Paul Steele second the motion. **AYES:** Councilmember's Kelly Hutson, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** Councilmember's David Kent and Iva Walton. **ABSTAIN:** None. **ABSENT:** None. Passed 3-2.

6. PUBLIC HEARING

A. SUBJECT: Tentative Subdivision Map 2022-01; One Year Extension Alexander Kushner, applicant.

RECOMMENDATION: Open public hearing, consider comments from the public, closed public hearing and Adopt City Council Resolution No. 18-24, approving a one-year extension to Tentative Map 2022-01.

ACTION: Councilmember Iva Walton motion to open public hearing, consider comments from the public, closed public hearing and Adopt City Council Resolution No. 18-24, approving a one-year extension to Tentative Map 2022-02. Councilmember David Kent second

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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.

COMMENTS: Councilmember Kelly Hutson asked if the map was the same. Gary Price said, yes, it is. Comments closed.

7. OLD BUSINESS

- A. **SUBJECT:** Housing and Community Development (HCD), Interim Policy Housing Element.

RECOMMENDATION: That City Council adopt Resolution No. 19-24 and approve Interim Housing Policy.

ACTION: Tabled due to map locations of low-income housing.

- B. **SUBJECT:** City of Isleton Draft Budget 2021/2022.

RECOMMENDATION: It is recommended that the City Council adopt Fiscal Year 2021-2022 budget.

ACTION: Tabled as meeting got late.

- C. **SUBJECT:** City of Isleton Draft Budget 2023/2024.

RECOMMENDATION: It is recommended that the City Council adopt Fiscal Year 2023-2024 Budget.

ACTION: Tabled as meeting got late.

- D. **SUBJECT:** City of Isleton Employee Handbook

RECOMMENDATION: It is recommended that the City Council review the proposed cap for City of Isleton Employees/Staff.

ACTION: Tabled as meeting got late.

8. NEW BUSINESS

- A. **SUBJECT:** City Council approve to sell City Property, 204 A Street.

RECOMMENDATION: It is recommended that the City Council discuss and give direction on the sale of 204 A Street property which should include administration and realtor fees.

ACTION: Councilmember David Kent motion that the City Council direct staff to sell 204 a St. Councilmember Iva Walton 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.

COMMENTS: Dean Dockery stated we only own half the lot, due to set backs. Closed.

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- B. SUBJECT:** City Council to approve PGE/ECO-Green Local Agency and District Customers On-Bill financing loan agreement and set public hearing.

RECOMMENDATION: Authorize the City Manager to Execute a PG&E Agreement for an Energy Efficiency Retrofit Program Upgrade of Building Lighting Subject to Approval of Form by District Legal Counsel and set public hearing.

ACTION: Tabled due to meeting got late.

- C. SUBJECT:** City Request Isleton Historic Preservation Review Board (IHPRB); to fully comply to the Brown Act or Suspend.

RECOMMENDATION: It is recommended City Council assist in mediation between the City and IHPRB. The City wishes the IHPRB to fully comply with the Brown Act or Suspend by City Attorney.

ACTION: Tabled to meeting as IHPRB wants to talk to City Attorney for direction and come back with a plan.

- D. SUBJECT:** Resolution No.20 -24, A Resolution Authorizing entering into a Funding Agreement with the California Department of Fish and Wildlife (CDFW) and Authorizing and Designating Isleton Fire Department Fire Chief for the (Oil Spill Response Equipment Staging) Project.

RECOMMENDATION: It is recommended that City Council approve Resolution No.20 -24, Authorizing entering into a Funding Agreement with the California Department of Fish and Wildlife (CDFW) and Authorizing and Designating Isleton Fire Department Fire Chief for the (Oil Spill Response Equipment Staging) Project.

ACTION: Vice Mayor Paul Steele motion that City Council approve Resolution No.20 -24, Authorizing entering into a Funding Agreement with the California Department of Fish and Wildlife (CDFW) and Authorizing and Designating Isleton Fire Department Fire Chief for the (Oil Spill Response Equipment Staging) Project. 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.

COMMENTS: Councilmember Walton asked is there room in Fire House? River Delta has one. Dean Dockery said there's more than one situation and also stated this would be an asset and its fully funded. Vice Mayor Paul Steele asked is it portable? Cristina Garcia spoke in regards to the Oxbow Marina boats catching fire and had to have five agencies respond as well as the River Boat emergency and Tower Park had to let burn out. It takes more than one response team to assist in these emergency spills.

9. FUTURE AGENDA ITEMS

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A. Future Agenda Items – Hotel Del Rio.

10. CLOSED SESSION

11.1 Public Employee Performance Evaluation Pursuant to Government Section §54957,
position: City Manager.
ACTION: No reportable action.

11. ADJOURNMENT

AYES:
NOES:
ABSTAIN:
ABSENT:

MAYOR, Pamela Bulahan

ATTEST: _____
DEPUTY CITY CLERK, Yvonne Zepeda

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City of Isleton

City Council Staff Report

DATE: October 08, 2024

ITEM#: 7.A

CATEGORY: Old Business

HOTEL DEL RIO CLOSED ESCROW WITH NEW OWNER; PAID CITY \$80K FOR TOT AND BACK NUISANCE ABATEMENT FEES; Information only

SUMMARY

The sale of Hotel Del Rio Closed today and the City negotiated a cost of \$80K for the back TOT and nuisance abatement fees.

DISCUSSION

City Council received the \$80K from the sale of the Hotel Del Rio. Staff negotiated this amount with the new owner. The sale of Hotel Del Rio will bring income by permits and TOT fees to the City in the future.

FISCAL IMPACT

No fiscal impact for this approval.

RECOMMENDATION

This is for City Council information only.

ATTACHMENTS

None

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

Reviewed by: Uyiosa Felix Oviawe, City Manager __

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk __

City of Isleton

City Council Staff Report

DATE: October 8, 2024

ITEM#: 7.B

CATEGORY: Old Business

CC 2021-2022 BUDGET

SUMMARY

On June 25, 2021 City Council and citizens discussed budget and was to set hearing on Fiscal Year 2021-2022 budget and adopt budget. However, the budget was not brought back to Council to adopt.

DISCUSSION

Staff is requesting City Council adopt FY 2021-2022 budget.

FISCAL IMPACT

There is no fiscal impact to the City funds to adopt this budget.

RECOMMENDATION

It is recommended the City Council adopt Fiscal Year 2021-2022 Budget.

ATTACHMENTS

- A. City of Isleton 2021-2022 Budget

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

Reviewed by: Uyiosa Felix Oviawe, City Manager __

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk __

City of Isleton - budget FY 2021-22

FY21-22

REVENUES

DRAFT

		FY21 Annual		FY22 Annual
Lic perm fees, admn, bldg		\$ 15,000		\$ 15,000
Develp Aggrmnt fees		\$ 100,000		\$ 175,000
Property taxes		\$ 270,000		\$ 270,000
Sales and Use tx		\$ 100,000		\$ 110,000
SLEF-1 (COPS)		\$ 100,000		\$ 100,000
Program Income		\$ 5,000		\$ 65,000
(Bldg, Pking, Rec, Biz)				
LLAD - Village on Delta		\$ 24,000		\$ 23,000
Meas A - new		\$ 40,000		\$ 50,000
Meas B - old	to capital			
		\$ -		\$ -
Measure C		\$ 90,000		\$ 90,000
Frachise fees, pge, CalWste		\$ 35,000		\$ 40,000
Sewer Enterprise Fund		\$ 530,000		\$ 550,000
LTF (Local Transp Fund)		\$ 80,000		\$ 80,000
TDA		\$ 10,000		\$ 10,000
HUTA		\$ 25,000		\$ 25,000
CIP overhead		\$ 20,000		\$ 20,000
City rda		incld propty		incld propty
Fire , 2016, Ms-B		\$ 90,000		\$ 90,000
SB-1, roads				\$ 50,000
SB-2, Planning		\$ 20,000		\$ 20,000
Prop 172		\$ 15,000		\$ 15,000
CARES Act rev		\$ 50,000		\$ -
ARP				\$ 201,000
Perm Local Housing Alloc				\$ 138,000
	total	\$ 1,619,000		\$ 2,137,000

RECEIVED
JUN 24 2021

City of Isleton - budget FY 2021-22

**FY 2021-22
EXPENSES**

DRAFT

		FY21 Annual	FY22 Annual
1	Administration	\$ 228,000	\$ 270,000
2	City Council	\$ 82,000	\$ 100,000
3	Sheriff/Police	\$ 202,000	\$ 212,100
4	Fire	\$ 260,000	\$ 290,000
5	Public Works	\$ 155,000	\$ 190,000
6	Planning	\$ 73,000	\$ 76,650
7	Debt Service & paydowns	\$ 230,000	\$ 300,000
8	Parks & Recreation	\$ 6,000	\$ 22,000
9	Building	\$ 8,000	\$ 40,000
10	Finance	\$ 70,000	\$ 90,000
11	Wastewater	\$ 200,000	\$ 225,000
12	Veh Internal Services Fund	\$ 10,000	\$ 25,000
13	Fac Internal Services Fund	\$ 10,000	\$ 25,000
14	Adm Internal Serv. Fund	\$ 60,000	\$ 75,000
15	CARES - programs	\$ 25,000	\$ 26,250
16	American Recovery Pl		\$ 170,000
	total	\$ 1,619,000	\$ 2,137,000

RECEIVED
JUN 24 2021

Administration				1	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
				\$0	\$0
			EXPENDITURES		
			SALARIES & WAGES		
			Dep City Clerk	\$68,000	
			City Manager	\$120,000	
			Admin Assistant	\$50,000	
			Retirement-PERS	\$22,000	
			OPERATING EXPENSES		
			Contracts		
			Equipment		
			Supplies	\$10,000	\$10,000
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$270,000	\$270,000
			Administration	\$270,000	\$270,000

CITY COUNCIL				2	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
			Council	\$0	\$0
			OPERATING EXPENSES		
			Contract		
				\$0	\$0
			Attorney	\$75,000	\$92,650
			Equipment	\$2,000	\$2,100
			Supplies	\$3,000	\$3,150
			Mileage	\$2,000	\$2,100
			TOTAL OPERATING EXPENSES	\$82,000	\$100,000
			CITY COUNCIL BUDGET	\$82,000	\$100,000

Sheriff - - Police				3	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
				\$0	
			EXPENDITURES		
			SALARIES & WAGES		
				\$0	
			OPERATING EXPENSES		
			Sheriffs	\$202,000	\$212,100
				\$0	
			Equipment		
			Supplies	\$0	
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$202,000	\$212,100
			Sheriff	\$202,000	\$212,100

6/24/2021

Fire Department				4	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
				\$0	\$0
			EXPENDITURES		
			SALARIES & WAGES		
			Fire Chief	\$163,000	\$182,500
			Engineers, 2	\$56,000	
			OPERATING EXPENSES		
			Contracts	\$10,000	\$10,500
			Equipment	\$37,000	\$40,000
			Equip Reserve	\$40,000	\$42,000
			Supplies	\$10,000	\$15,000
			TOTAL OPERATING EXPENSES	\$260,000	\$290,000
			Fire	\$260,000	\$290,000

Public Works Department				5	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
				\$90,000	\$104,000
			PW Maint 1	\$30,000	
			PW Maint 2	\$30,000	
			Superintendent	\$30,000	
			OPERATING EXPENSES		
			Contracts/Services (major prjx to CIP)	\$20,000	\$31,000
				\$0	
			Equipment	\$10,000	\$18,250
				\$0	
			Supplies	\$35,000	\$36,750
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$155,000	\$190,000
			Public Works	\$155,000	\$190,000

Planning Division				6	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2021	FY 2022
ACCT#					
		EXPENDITURES			
		SALARIES & WAGES			
		Planner		\$45,000	\$47,250.00
		OPERATING EXPENSES			
		Services		\$25,000	\$26,250.00
		Equipment			
		Supplies		\$3,000	\$3,150.00
		Mileage		\$0	
		TOTAL OPERATING EXPENSES		\$73,000	\$76,650.00
		Planning Div		\$73,000	\$76,650

Debt Service

7

DEPT#		FY 2021-22 Budget			DRAFT	
					FY 2021	FY 2022
		EXPENDITURES				
					\$0	
					\$0	
		OPERATING EXPENSES				
		Sewer Debts	was	225k	\$200,000	\$200,000
		Pay Downs			\$30,000	\$100,000
		SCORE, Sheriff, RD				
		EDD, BALMD				
					\$0	
		TOTAL OPERATING EXPENSES			\$230,000	\$300,000

Parks and Recreation Div				8	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
				\$0	
				\$0	
			OPERATING EXPENSES		
			Contracts	\$0	
			Equipment		
			Supplies	\$6,000	\$21,700
			Mileage	\$0	\$300
			TOTAL OPERATING EXPENSES	\$6,000	\$22,000
			Parks & Rec Div	\$6,000	\$22,000

Building Department

9

FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
			Building Official	\$0	
			Admin Asst		
			OPERATING EXPENSES		
			Contracts	\$7,000	\$39,000.00
			Equipment		
			Supplies	\$1,000	\$1,000.00
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$8,000	\$40,000.00
			Building	\$8,000	\$40,000

		Finance		10	
		FY 2021-22 Budget		DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
				\$0	
			OPERATING EXPENSES		
			Contracts		
			Audit	\$15,000	\$20,000.00
			Fiscal clerk A&P	\$35,000	\$45,000.00
			Finance Mgr. priv	\$20,000	\$25,000.00
			Equipment		
			Supplies		
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$70,000	\$90,000.00
			Finance	\$70,000	\$90,000

Wastewater Division

11

FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
			Director	\$70,000	\$82,000
			PW Maint 1	\$30,000	
			PW Maint 2	\$20,000	
			OPERATING EXPENSES		
71302			Contracts	\$30,000	\$31,500
80400			Repairs	\$30,000	\$33,500
81100					
81400			Equipment		
83100			Mech Capital	\$20,000	\$28,000
83830			Supplies	\$20,000	\$20,000
89900			Mileage	\$30,000	\$30,000
				\$0	
			TOTAL OPERATING EXPENSES	\$200,000	\$225,000

Vehicle Internal Services Fund					12	
FY 2021-22 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022
			EXPENDITURES			
			OPERATING EXPENSES			
			Contracts		\$0	
				Vehicle annual	\$10,000	\$25,000
			Equipment			
			Supplies		\$0	
			Mileage		\$0	
			TOTAL OPERATING EXPENSES		\$10,000	\$25,000
			VISF		\$10,000	\$25,000

Facilities Internal Services Fund					13	
FY 2021-22 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022
			EXPENDITURES			
				FISF	\$10,000	\$25,000
			Facility Imprvm-maintc			
			computers	\$1,000	\$0	
			Comm Ctr - repairs	\$5,000		
			Facilities cleaning	\$4,000	\$0	
			Supplies		\$0	
			Mileage		\$0	
			TOTAL OPERATING EXPENSES		\$10,000	\$25,000
			FISF		\$10,000	\$25,000

001511

Admin Internal Services Fund				14	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			Insurance	\$50,000	\$64,500.00
			CC contingency	\$10,000	\$10,500.00
			OPERATING EXPENSES		
			Contracts	\$0	
			Equipment		
			Supplies		
			Mileage	\$0	
			Ad&P	\$0	
			Insurance	\$60,000	\$75,000
			Funding Sources, \$1000s	\$0	\$0
			<i>see funding STD</i>	\$0	\$0
			City rda	\$0	
			Road Fd	\$0	
			LLAD	\$0	
			TDA	\$0	
			General	\$0	
			CM-gh	\$0	
			SewerEp	\$0	
			OnBos	\$0	
			T&U	\$0	
			FireAssn	\$0	
			Fines	\$0	
				fundng bal	
				\$0	

CARES Expenses

15

FY 2021-22 Budget

DRAFT

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES	\$25,000	\$26,250
			OPERATING EXPENSES	\$25,000	\$26,250

Economic Support

16

FY 2021-22 Budget		DRAFT	
DEPT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
	EXPENDITURES		
	Rent Support		\$45,000.00
	Housing Program		\$125,000
		\$0	\$170,000
	OPERATING EXPENSES	\$0	\$170,000

City of Isleton

City Council Staff Report

DATE: October 8, 2024

ITEM#: 7.C

CATEGORY: Old Business

CC APPROVE 2023-2024 BUDGET

SUMMARY

On June 25, 2021 City Council and citizens discussed budget and was to set hearing on Fiscal Year 2023-2023 budget and adopt budget. However, the budget was not brought back to Council to adopt.

DISCUSSION

Staff is requesting City Council adopt FY 2023-2024 budget.

FISCAL IMPACT

There is no fiscal impact to the City funds to adopt this budget.

RECOMMENDATION

It is recommended that the City Council adopt Fiscal Year 2023-2024 Budget.

ATTACHMENTS

- A. City of Isleton 2023-2024 Budget

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

Reviewed by: Uyiosa Felix Oviawe, City Manager __

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk __

Draft Budget Fiscal Year 2023-2024

City of Isleton

June 2023

Mayor Pam Bulahan

Vice Mayor Paul Steele

Councilmember Iva Walton

Councilmember Kelly Hutson

Councilmember David Kent

City Manager Charles Bergson

Fire Chief Scott Baroni

Public Works Superintendent Dean Dockery

Deputy City Clerk Yvonne Zepeda

Finance Division Nancy Clymer

Administrative Assistant Diana O'Brien

City of Isleton - budget FY 2023-24

FY23-24

REVENUES

DRAFT

		FY23		FY24
		Annual		Annual
Lic perm fees, admn,bldg		\$ 40,000		\$ 50,000
Develp Aggrmnt fees		\$ 270,000		\$ 140,000
Property taxes		\$ 220,000		\$ 240,000
Sales and Use tx		\$ 400,000		\$ 420,000
SLEF-1 (COPS)		\$ 100,000		\$ 100,000
Program Income		\$ 90,000		\$ 60,000
(Bldg, Pking, Rec, Biz)				
LLAD - Village on Delta		\$ 25,000		\$ 16,000
Co.Meas A - new		\$ 50,000		\$ 69,000
Co.Meas B - old	to capital			
		\$ -		\$ -
Measure L (prev C)		\$ 100,000		\$ 100,150
Frachise fees, pge,CaIWste		\$ 45,000		\$ 70,000
Sewer Enterprise Fund		\$ 570,000		\$ 600,000
LTF (Local Transp Fund)		\$ 80,000		\$ 87,000
TDA		\$ 10,000		\$ 10,000
HUTA		\$ 25,000		\$ 25,000
CIP overhead		\$ 40,000		\$ 50,000
City rda		\$ 100,000		\$ 100,000
Fire , 2021, Ms-B		\$ 100,000		\$ 100,000
SB-1, roads		\$ 50,000		\$ 50,000
SB-2, Planning		\$ 20,000		\$ 120,000
Prop 172		\$ 15,000		\$ 15,000
SB 1383 (FY23 only)		\$ 20,000		\$ -
Strike Force, Fire		\$ 30,000		\$ 20,000
Parking Enforcment		\$ 50,000		\$ 20,000
CARES Act rev	total	\$ -		\$ -
ARP, SacCo		\$ -		\$ 120,000
		\$ -		
		\$ 2,450,000		\$ 2,582,150

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City of Isleton - budget FY 2023-4

FY 2023-24

DRAFT

EXPENSES

			FY23 Annual	FY24 Annual
1	Administration		\$ 330,000	\$ 353,400
2	City Council		\$ 105,000	\$ 100,750
3	Sheriff/Police		\$ 270,000	\$ 230,000
4	Fire		\$ 350,000	\$ 360,000
5	Public Works		\$ 225,000	\$ 230,000
6	Planning		\$ 85,000	\$ 90,000
7	Debt Service & paydowns		\$ 325,000	\$ 325,000
8	Parks & Recreation		\$ 14,000	\$ 20,000
9	Building		\$ 70,000	\$ 70,000
10	Finance		\$ 121,000	\$ 128,000
11	Wastewater		\$ 260,000	\$ 290,000
12	Veh Internal Services Fund		\$ 35,000	\$ 50,000
13	Fac Internal Services Fund		\$ 20,000	\$ 40,000
14	Adm Internal Serv. Fund		\$ 240,000	\$ 295,000
15	CARES - programs		\$ -	
16	American Recovery PI			
		total	\$ 2,450,000	\$ 2,582,150

DRAFT

Administration					1	DRAFT	
FY 2023-24 Budget							
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2023	FY 2024
				2023			
				Actual ++			
			EXPENDITURES				
			SALARIES & WAGES			\$320,000	\$266,400.00
			Dep City Clerk	\$72,000			
			City Manager	\$130,000			
			GrantManager	\$50,000			
			Office Asst	\$14,400			
			OPERATING EXPENSES				
			Contracts	maint bldgs			\$7,000.00
			Code Enforcement				\$45,000.00
				computers			\$20,000.00
			Equipment				
			Supplies			\$10,000	\$15,000.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$330,000	\$353,400.00
			Administration			\$330,000	\$353,400

DRAFT

CITY COUNCIL					2	DRAFT	
FY 2023-24 Budget						FY 2023	FY 2024
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION				
			EXPENDITURES				
			SALARIES & WAGES				
			Council	\$0		\$0	\$6,000.00
			OPERATING EXPENSES				
			Contract			\$0	
				Attorney		\$102,900	\$92,650
				Equipment		\$2,100	\$2,100.00
			Supplies			\$0	
			Mileage			\$0	
			TOTAL OPERATING EXPENSES			\$105,000	\$100,750
			CITY COUNCIL BUDGET			\$105,000	\$100,750

DRAFT

Sheriff - - Police

3

FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION	ACCT#	FY 2023	FY 2024
		EXPENDITURES			
		SALARIES & WAGES			
		OPERATING EXPENSES			
		Law Enforcement		\$210,000	\$200,000
		Reserve		\$20,000	\$30,000.00
		Code Enforcement		\$40,000	\$0.00
		Equipment			
		Supplies			
		Mileage			
		TOTAL OPERATING EXPENSES		\$270,000	\$230,000.00
		Sheriff		\$270,000	\$230,000

DRAFT

5/23/2023

Fire Department				4	
FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			\$0		
			EXPENDITURES		
			SALARIES & WAGES	\$242,500	\$252,500.00
			Fire Chief	TRUE	
			Engineers, 2		
			OPERATING EXPENSES		
			Contracts	\$10,500	\$10,500.00
			Equipment	\$40,000	\$40,000
			Equip Reserve	\$42,000	\$42,000
			Supplies	\$15,000	\$15,000
			TOTAL OPERATING EXPENSES	\$350,000	\$360,000.00
			Fire	\$350,000	\$360,000

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Public Works Department

5

FY 2023-24 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2023	FY 2024
			EXPENDITURES			
			SALARIES & WAGES		\$157,500	\$188,500
			PW Maint 1	\$70,000		
			PW Maint 2	\$43,500		
			Superintendent	\$75,000		
			OPERATING EXPENSES			
			Contracts/Services (major prjx to CIP)		\$31,000	\$5,000.00
			Equipment		\$18,250	\$18,250.00
			Supplies		\$18,250	\$18,250.00
			Mileage			
			TOTAL OPERATING EXPENSES		\$225,000	\$41,500.00
			Public Works		\$225,000	\$230,000

DRAFT

Planning Division						6	DRAFT
FY 2023-24 Budget							
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2023	FY 2024
			EXPENDITURES				
			SALARIES & WAGES			\$55,600.00	\$90,000.00
			Planner				
			OPERATING EXPENSES				
			Services			\$26,250.00	\$0.00
			Equipment				
			Supplies			\$3,150.00	\$0.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$85,000.00	\$90,000.00
			Planning Div			\$85,000	\$90,000

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Debt Service **7**

FY 2023-24 Budget					DRAFT	
DEPT#					FY 2023	FY 2024
		EXPENDITURES				
		OPERATING EXPENSES				
		Sewer Debts	was	225k	\$225,000.00	\$200,000.00
		Pay Downs			\$100,000.00	\$125,000.00
		SCORE, Sheriff, RD				
		EDD, BALMD				
		TOTAL OPERATING EXPENSES			\$325,000.00	\$325,000.00

DRAFT

Parks and Recreation Div

8

FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			SALARIES & WAGES		
			OPERATING EXPENSES		
			Contracts		
			Equipment		
			Supplies	\$13,700	\$19,700
			Mileage	\$300	\$300
			TOTAL OPERATING EXPENSES	\$14,000	\$20,000
			Parks & Rec Div	\$14,000	\$20,000

DRAFT

Building Department

9

DRAFT

DEPT#		FY 2023-24 Budget			FY 2023	FY 2024
FUND#	ACCT#	ACCOUNT DESCRIPTION				
		EXPENDITURES				
		SALARIES & WAGES				
		Building Official				
		Admin Asst				
		OPERATING EXPENSES				
		Contracts			\$69,000.00	\$68,000.00
		Equipment				
		Supplies			\$1,000.00	\$2,000.00
		Mileage				
		TOTAL OPERATING EXPENSES			\$70,000.00	\$70,000.00
		Building			\$70,000	\$70,000

DRAFT

		Finance			10	DRAFT	
		FY 2023-24 Budget				FY 2023	FY 2024
DEPT#	FUND#	ACCOUNT DESCRIPTION					
		EXPENDITURES					
		SALARIES & WAGES					
		OPERATING EXPENSES					
		Contracts	Audit			\$20,000.00	\$20,000.00
			Consultant Finance			\$45,000.00	\$20,000.00
			Finance Mgr, priv			\$56,000.00	\$85,000.00
		Equipment	Quickbooks				\$3,000.00
		Supplies					
		Mileage					
		TOTAL OPERATING EXPENSES				\$121,000.00	\$128,000.00
		Finance				\$121,000	

DRAFT

Wastewater Division				11	DRAFT	
FY 2023-24 Budget					FY 2023	FY 2024
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			
			EXPENDITURES			
			SALARIES & WAGES		\$82,000	\$0
			Director	\$20,000		
			PW Maint 1	\$30,000		
			PW Maint 2	\$20,000		
			Consulting Sewer Operator			\$128,500
			OPERATING EXPENSES			
			Contracts		\$66,500	\$50,000
			Repairs		\$33,500	\$33,500
			Debt Service in §7		\$0	
			Equipment		\$28,000	\$28,000
			Mech Capital		\$20,000	\$20,000
			Supplies		\$30,000	\$30,000
			Mileage			
			TOTAL OPERATING EXPENSES		\$260,000	\$290,000

DRAFT

Vehicle Internal Services Fund				12	
FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			OPERATING EXPENSES		
			Contracts	\$0	
			Vehicle annual	\$35,000	\$50,000
			Equipment		
			Supplies	\$0	
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$35,000	\$50,000
			VISF	\$35,000	\$50,000

DRAFT

Facilities Internal Services Fund				13	
FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			FISF	\$20,000	
			Facility Imprvm-maintc		
			computers	\$1,000	\$0
			Comm Ctr - repairs	\$5,000	\$33,000
			Facilities cleaning	\$4,000	\$0
			Supplies	\$0	\$1,000
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$20,000	\$40,000
			FISF	\$20,000	\$40,000

DRAFT

Admin Internal Services Fund				14	
FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			Insurance	\$50,000	\$110,000.00
			CC contingency	\$10,000	\$72,000.00
			OPERATING EXPENSES		
			(Insurance, Payroll Tax, Etc.)	\$180,000	\$90,000.00
			Reserve		
			Equipment		\$23,000.00
			Supplies	\$0	
			Mileage	\$0	
			AdISF	\$240,000	\$295,000
			Insurance		

DRAFT

City of Isleton

City Council

Staff Report

DATE: September 24, 2024

ITEM#: 7.D

CATEGORY: Old Business

CITY COUNCIL APPROVE VERTICAL PACIFIC DESIGN CONTRACT FOR THE MAIN STREET ADA PROJECT FUNDED BY SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG)

SUMMARY

A Design Request for Proposal was advertised on May 5, 2024 for the Main Street ADA project through SACOG Projects Management Consultant Green Dot. Vertical Pacific Design was the only company that submitted a bid.

DISCUSSION

Due to the "Surveying" task is considered construction due to prevailing wage compliance, the contract must go through the City of Isleton. Staff is requesting City Council approve contract with Vertical Pacific for the design of the Main Street ADA project.

FISCAL IMPACT

There is no fiscal impact for this item.

RECOMMENDATION

It is recommended City Council approve contract with Vertical Pacific for the design of the Main Street ADA project.

ATTACHMENTS

1. Vertical Pacific Contract

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

Reviewed by: Uyiosa Felix Oviawe, City Manager __

Submitted by: Yvonne Zepeda, Deputy City Clerk __

**CONTRACT FOR SERVICES
For
ENGINEERING DESIGN SERVICES
01 MAIN STREET ADA PROJECT**

THIS CONTRACT is made on XX, 2024, by and between the CITY OF ISLETON ("City"), and Vertical Pacific, Inc. ("Contractor") for the 01 Main Street ADA Project

WITNESSETH:

WHEREAS, the City of Isleton has a requirement for Engineering services; and

WHEREAS, the Contractor has presented a proposal for such services to the City, dated June 28, 2024, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services; and

WHEREAS, on October 8, 2024, the City approved a Notice of Award to Contractor for the services described in **Exhibit "A"**.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in [**Exhibit "A"**]. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Contractor are to commence upon receipt of written notice to proceed from the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "A."**

B. Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Chapter 8.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Contractor shall be paid progressively for the amount of work completed, but in no event shall total compensation exceed **\$29,820.55** without City's prior written approval. Contractor's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "A"**.

B. Said amount shall be paid upon submittal of a monthly billing. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Contractor shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

D. In the event of termination, the Contractor shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to

all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

8. COMPLIANCE WITH ALL LAWS:

A. Contractor shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Contractor warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

FOR WORK SUBJECT TO PREVAILING WAGES

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. The work under this Contract is a public work for the purpose of Labor Code 1720 and is subject to the payment of prevailing wages.

9. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR:

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor shall be liable for any expenses thereby incurred.]

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

11. ASSIGNABILITY:

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Contractor covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by

Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONTRACTOR-NEGLIGENCE:

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

City shall indemnify and hold harmless Contractor from any expenses, costs, losses, claims, demands, causes of action, direct damages, judgment liens, encumbrances, orders, awards or other legal liability attributable to or in connection with third party claims brought against Contractor to the extent arising out of City's use of drawings, specifications, studies, plans, models and other documents prepared by Contractor, when such use was other than on this Project.

City agrees, to the fullest extent permitted by law, the Contractor's total liability to the City and all construction contractors and subcontractors involved in the project for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement shall not exceed the total aggregate liability in the total contract sum listed in this agreement This includes, but is not limited to, claims arising from Contractor's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty.

16. CONTRACTOR TO PROVIDE INSURANCE:

A. Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Contractor shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Contractor.

2. Commercial General Liability Insurance

a. The insurance shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and sub-Contractor's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance

and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

C. In addition to any other remedy the City may have, if Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Contractor under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Contractor has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances,

regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Isleton
P.O. Box 716
101 Second Street
Isleton, California 95641

Contractor: Vertical Pacific
1202 j Street, STE 200, Office 308
Sacramento, CA 95814
360-689-1600

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Sacramento County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney’s fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

CITY OF ISLETON

By: _____
Uyiosa Felix Oviawe, City Manager

Date: _____

ATTEST:

By: _____
Yvonne Zepeda, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Andreas Booher, City Attorney

CONTRACTOR

By: _____

Title: _____

Date: _____

EXHIBITS

EXHIBIT A

[Contractor Proposal/Scope of Work]

ATTACHED AS EXHIBIT A

EXHIBIT B

Schedule of Performance

EXHIBIT C

Schedule of Fees

ATTACHED AS EXHIBIT A

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTORS

By: _____
[Title]

EXHIBIT E

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor

employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

Contractor Questionnaire

Definition of a Contractor is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Contractors, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Contractor Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name _____ (Agreement Date) _____

Name of Contractor* _____
(First Name) (Middle Initial) (Last Name)

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

A. Will Contractor make governmental decision whether to

- | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 1. | Approve a rate, rule, or regulation? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2. | Adopt or enforce a law? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 3. | Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4. | Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. | Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6. | Grant agency approval to a plan, design, report, study, or similar item? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7. | Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

B. Will the Contractor serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No

Will Contractor manage public investments? Yes No

Name of Person Completing Questionnaire

Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation*

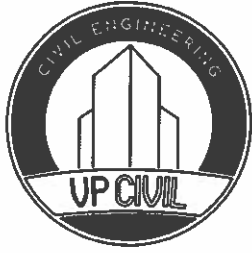


Table of Contents

June 26, 2024

SACOG Project ID| RFP-FY23-24-12

Subject: Table of Contents for Electronic Documents

Vertical Pacific Inc has included the following electronic files in our RFP response for City of Isleton Main Street ADA Intersection Improvements:

- 1.0_Table_of_Contents.pdf
- 2.0_Transmittal_Letter_&_Statement_of_Acceptance.pdf
- 3.0_SACOG Isleton_Project Proposal.pdf
- 4.0_Consultant_Qualifications,_References,_and_Staffing.pdf
- 5.0_Standard_Agmt_Budget_Form.pdf
- 6.0_Contractor,_Subcontractor,_and_Subcontractor_Letter.pdf
- 7.0_Affirm_Action_Stmt
- 8.0_Conflict_of_Interest.pdf
- 9.0_Levine_Act_Disclosure_Statement_8-4-22.pdf

We thank you for your consideration of our proposal.

Sincerely,

Katherine Hanten
Founder & Principal



Letter of Transmittal

June 26, 2024

SACOG Project ID| RFP-FY23-24-12

Subject: Transmittal Letter & Statement of Acceptance

Enclosed is Vertical Pacific Inc's RFP response and proposal for the City of Isleton Main Street ADA Intersection Improvements project. Below is the full contact information for the main point of contact and signatory on behalf of Vertical Pacific Inc:

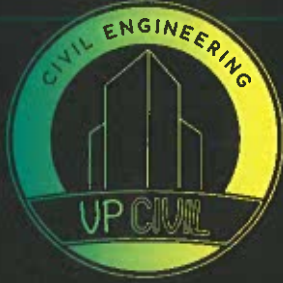
Katherine Hanten, P.E.
Founder & Principal
(360)-689-1600
Katie@VP-Civil.com
1201 J Street, Suite 200, Office 308, Sacramento, CA 95814

Statement of Acceptance: Vertical Pacific Inc has reviewed and accepts SACOG's Standard Agreement with the following proposed exceptions:

- **Section 14. Indemnity:**
Total liability to SACOG and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability in the amount of the total contract sum listed in the executed Agreement. Such causes include but are not limited to Vertical Pacific, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
- **Section 15. Insurance Requirements:**
 - (3) General Liability limited to \$1,000,000 (given the small scale of this project)
 - (4) Errors and Omissions limited to \$1,000,000 (given the small scale of this project)

Sincerely,

Katherine Hanten
Founder & Principal



PROFESSIONAL SERVICES

City of Isleton | Main Street ADA Intersection Improvements Proposal

June 2024



Vertical Pacific Inc.

1201 J Street, Ste 200, Office 308
Sacramento, Ca 95814

(360) 689-1600

www.Vp-Civil.com

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Project Understanding & Scope of Work	3, 4
Technical Approach & Project Management	4, 5
Schedule & Deliverables	6



1.0 Project Understanding & Scope of Work

The project has identified three (3) intersections along Main Street in the City of Isleton for improvements to comply with current Americans with Disabilities Act (ADA) requirements. Consultant shall be contracted under SACOG and design work will be performed under the direction of the City of Isleton. The project will require survey & civil engineering services. Environmental and geotechnical evaluation is excluded from this proposal and is not anticipated to be required based on the limited scope of improvements. The intersection locations and anticipated scope of design work is as follows:

Main Street & E Street

- a. Topographic survey of existing intersection improvements
 - i. Includes identifiable utilities, existing ADA ramps, adjacent pavement, sidewalk, curb, and gutter up to 5-feet beyond adjacent curb return, or, 5-feet beyond existing crosswalk striping.
- b. Civil Engineering Design Plans for:
 - i. Reconstruction of four (4) ADA ramps, and associated reconstruction of adjacent sidewalks, curb & gutter, asphalt within 2' sawcut limit for new curb ramps, and adjustment/relocation of signs, fire hydrants, and existing wet utilities structures in conflict with the proposed curb ramp locations.
 - ii. Potential street light pole relocation at southeast ADA ramp.
 - iii. Excludes reconstruction of intersection pavement, pedestrian crosswalks & striping adjacent to proposed curb ramps.
 - iv. Plans may identify dry utilities for relocation, however, scope excludes design work associated with any required relocation work of dry utilities (i.e. communications, gas, streetlighting, electrical conduit).

Main Street & F Street

- a. Topographic survey of existing intersection improvements
 - i. Includes identifiable utilities, existing ADA ramps and adjacent pavement, sidewalk, curb, and gutter up to 5-feet beyond adjacent curb return, or, 5-feet beyond existing crosswalk striping.
- b. Civil Engineering Design Plans for:
 - i. Reconstruction of four (4) ADA ramps, and associated reconstruction of adjacent sidewalks, curb & gutter, asphalt within 2' sawcut limit for new curb ramps, and adjustment/relocation of existing utility structure which are in conflict with the proposed curb ramp locations.
 - ii. Potential fire hydrant relocation at northeast ADA ramp.
 - iii. Potential street light pole relocation at southeast ADA ramp.
 - iv. Excludes design/ reconstruction of intersection pavement, pedestrian crosswalks & striping adjacent to proposed curb ramps.
 - v. Plans may identify dry utilities for relocation, however, scope excludes design work associated with any required relocation work of dry utilities (i.e. communications, gas, streetlighting, electrical conduit).

Main Street & H Street

- a. Topographic survey of existing intersection improvements
 - i. Includes identifiable utilities, existing ADA ramps, street/pavement, sidewalk, curb, and gutter up to 5-feet beyond adjacent curb return, or, 5-feet beyond existing crosswalk striping.
- b. Civil Engineering Design Plans for:
 - i. Reconstruction of two (2) ADA ramps, and associated reconstruction of adjacent sidewalks, curb & gutter, asphalt within 2' sawcut limit for new curb ramps, and adjustment/relocation of signs, fire hydrants, and existing wet utilities structures in conflict with the proposed curb ramp locations.
 - ii. Potential street light pole relocation at south ADA ramp.
 - iii. Excludes design/ reconstruction of intersection pavement, pedestrian crosswalks & striping adjacent to proposed curb ramps.
 - iv. Plans may identify dry utilities for relocation, however, scope excludes design work associated with any required relocation work of dry utilities (i.e. communications, gas, streetlighting, electrical conduit).

2.0 Technical Approach

Technical Approach & Scope

The project will require survey & civil engineering services for ADA curb ramp construction. Environmental services and geotechnical site investigation are excluded from this proposal as they are not anticipated to be required based on the limited scope of improvements. The survey & civil engineering scope is limited to ADA curb ramps and associated sidewalk improvements. In lieu of securing a geotechnical investigation report with pavement section recommendations for the curb ramps and associated sidewalk improvements, construction drawings may specify “match existing pavement section” for any pavement reconstruction (i.e. street & sidewalk pavement), or, reference approved City/County standard drawings & details. If the City proposes to perform more extensive roadway improvements (i.e. removal/replacement of existing intersection asphalt pavement), a geotechnical investigation is recommended and additional funding will likely be required.

Project Management Approach

Vertical Pacific, Inc. shall act as main point of contact for SACOG and City of Isleton and shall be responsible for leading coordination efforts, hosting bi-monthly virtual team meetings, managing the design team schedule and submitting deliverables in conformance with the project schedule. Vertical Pacific Inc. shall act as Project Manger on behalf of the design team, which will include:

- Vertical Pacific, Inc. as the project Civil Engineer
- Morrow Surveying as the project Surveyor

Upon completion of an on-site kick-off meeting between Vertical Pacific, Inc. and City and SACOG staff to review project requirements and limits of work, Vertical Pacific, Inc. shall provide detailed "limits of work" exhibits to Morrow Surveying and release sub-contractor to conduct their field work for site topography surveying for each of the three (3) intersections. Morrow Surveying will provide both .pdf and .dwg files to Vertical Pacific, Inc. for use in civil engineering design effort.

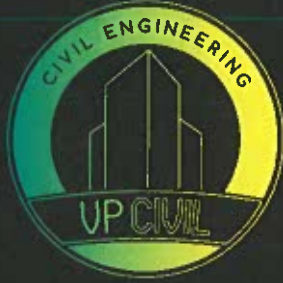
Upon receipt of survey deliverables, Vertical Pacific Inc. will review site surveys and identify any apparent site constraints and limits to the proposed improvements and discuss with City and SACOG staff ahead of beginning design work. Following receipt of site surveys, Vertical Pacific will schedule and host bi-weekly team meetings with City and SACOG staff and distribute meeting notes following each team meeting.

Vertical Pacific Inc. will prepare one (1) set of 65% Construction Drawings for internal review by City of Isleton and SACOG. Vertical Pacific will incorporate any comments on the 65% plan set into one (1) 100% Construction Drawings plan set package, to be submitted for formal Agency plan check. Vertical Pacific Inc. will continue coordination with internal team and Agency review staff during plan check to ensure approval of construction drawings for permit (Consultant's fee anticipates up to two (2) plan check cycles maximum for approval).

Schedule & Deliverables

The proposed milestone schedule and deliverables are outlined below:

- July 03, 2024** ● **Contractor Selected/ Contract Awarded**
 Deliverables: Executed Prime Contract
- July 08, 2024** ● **Kick-Off Meeting & Site Visit**
 Vertical Pacific Inc, City of Isleton & SACOG meet for on-site team introductions and to confirm limits of work, project requirements and schedule.
 Deliverables: Meeting Minutes
- July 16, 2024** ● **Complete Survey Field Work**
 Morrow Survey to complete topographic field surveying.
 Deliverables: None
- July 23, 2024** ● **Site Surveys Provided to Team**
 Morrow Survey to provide survey documents to Vertical Pacific Inc.
 Deliverables: Survey drawings in .pdf and .dwg format
- August 05, 2024** ● **65% Construction Drawings Review**
 Vertical Pacific Inc. to provide 65% construction drawings to SACOG and City of Isleton internal teams for review & coordination.
 Deliverables: 65% Construction Drawings
- August 12, 2024** ● **65% CD Comments Due**
 SACOG and City of Isleton teams to provide comments on 65% CD set ahead of permit submittal for agency plan check.
 Deliverables: Redlined plans and/or compiled comments
- August 19, 2024** ● **100% Construction Drawings- Permit Submittal**
 Vertical Pacific Inc. to submit 100% plans and application materials for City plan check.
 Deliverables: 100% Construction Drawings
- August 30, 2024** ● **City Permit Approval or 1st Round Comments**
 City comments and/or permit approval to be issued by City of Isleton.
 Deliverables: Permit Drawings



FIRM QUALIFICATIONS

City of Isleton | Main Street ADA Intersection Improvements Proposal

June 2024



Vertical Pacific Inc.

1201 J Street, Ste 200, Office 308
Sacramento, Ca 95814

(360) 689-1600

www.Vp-Civil.com

List of Documents

- 1) Consultant Firm Information, Staffing, & Project Org Chart
- 2) Consultant Leadership Resume
- 3) Consultant Samples of Work & References
- 4) Sub-Contractor Firm Information, Resume & Samples of Work



ABOUT

Vertical Pacific is a woman-owned, full-service design and development firm headquartered in Sacramento, CA. VP provides Civil Engineering & Landscape Architecture design services in addition to Construction & Development Management consulting.

VP collaborates with public & private entities, market rate and affordable developers, non-profits and CBO's to create impactful community developments.

Vertical Pacific's portfolio includes ADA improvements, public parks and bike trail developments, rehabilitation & revitalization projects, workforce and market-rate infill housing developments, and mixed-use residential/commercial projects across California.

FIRM INFORMATION

LOCATION

1201 J Street, Suite 308
Sacramento, Ca 95814

FIRM SIZE

1 full-time employee
2 independent contractors

YEAR INCORPORATED

January 2022

DBE STATUS

Non-DBE (pending application)

ANNUAL GROSS RECEIPTS

< \$500k

LEADERSHIP

Katherine Hanten | Founder &
Principal in Charge

PROJECT STAFFING & ORG CHART



PRIME CONTRACTOR
PROJECT MANAGEMENT
CIVIL ENGINEERING



KATIE HANTEN, P.E.
CIVIL ENGINEER / PROJECT MANAGER
LEVEL OF EFFORT: 75%



SUB-CONTRACTOR
SURVEYING



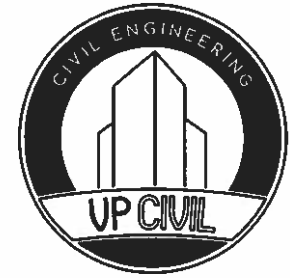
MATT MORROW
PROJECT SURVEYOR
LEVEL OF EFFORT: 25%

Exhibit B

FIRM LEADERSHIP



KATHERINE HANTEN, P.E.
FOUNDER | PARTNER



Katie Hanten is a licensed Civil Engineer and Real Estate Development professional based in Sacramento, California. Born and raised in the Pacific Northwest, Hanten attended Pacific Lutheran University in Tacoma, WA and obtained a Bachelors degree in Physics before moving to Las Vegas to complete her Civil Engineering Degree at the University of Nevada.

Since relocating to Sacramento in 2015, Hanten has completed the engineering site design on dozens of ground-up and redevelopment projects across California. In 2021, Hanten founded Vertical Pacific, aiming to merge her passions for urban engineering, design, and real estate development to focus more heavily on community impact projects, including corridor revitalization, community centers, senior living facilities, affordable housing, and attainable workforce housing developments.

Vertical Pacific is recognized as one of the few woman-owned firms in Sacramento's AEC industry. Under the Vertical Pacific umbrella, VP's design affiliates, VP Civil and VP Landscape, offer professional Civil Engineering and Landscape Architecture services. VP's design affiliates have completed the site design for numerous local development projects.

Outside of her professional endeavors, Hanten actively engages with the community, serving as the Chair of Urban Land Institute's local Sacramento chapter for the 35 & Under age group as well as Housing Committee Co-Chair. Hanten was also honored by Comstock's Magazine in 2024 as one of the Sacramento Regions Top 10 Professionals under 40.

EDUCATION

B.S. CIVIL ENGINEERING, 2014

University of Las Vegas, Nevada

B.A. PHYSICS, 2012

Pacific Lutheran University

LICENSES/CERTIFICATIONS

- CA P.E License (#C89555)
- PSMJ Project Management Course
- AutoCAD Civil 3D | WaterCAD | SewerCAD
- Procore | PlanGrid | Bluebeam
- Microsoft Office Suite

POSITIONS HELD

PRINCIPAL

Vertical Pacific Inc. | December 2021 - Current

DEVELOPMENT ASSOCIATE

Northpoint Development | January 2021 - July 2022

PROJECT MANAGER, P.E.

Wood Rodgers, Inc. | September 2020 - January 2021

PROJECT ENGINEER, P.E.

Cunningham Engineering | January 2016 - March 2020

STAFF ENGINEER, E.I.T.

KPFF Consulting Engineers | January 2015- January 2016

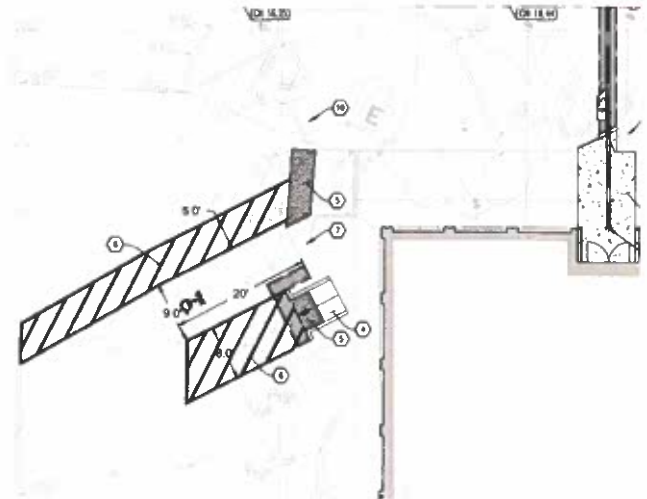
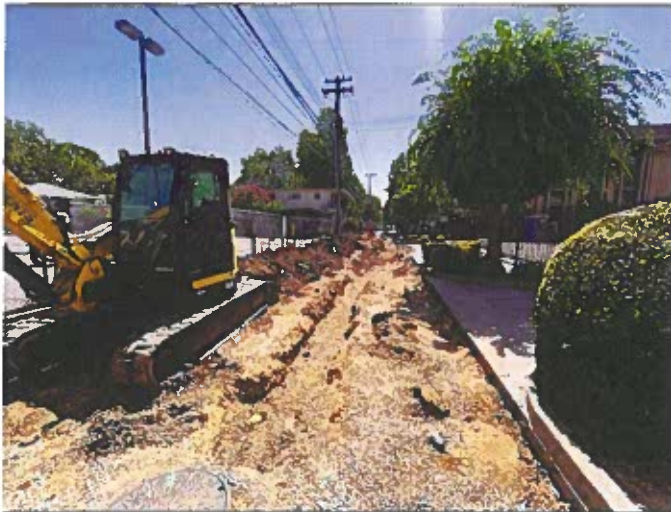
ASSISTANT ENGINEER

G.C. Wallace | February 2013 - December 2014

AFFILIATIONS & ACCOLADES

- Urban Land Institute Board Member,
- ULI Programs Chair 2017-2021
- ULI YLG Chair 2023-2024
- ULI Housing Committee Chair 2024-2026
- Comstock's Magazine Top 10 Young Professionals

FEATURED PROJECT | LITTLE WHALE SWIM REHAB



LITTLE WHALE SWIM REHAB

A renovation project by Pappas Investments which includes the renovation of an existing bank building into a new swim school for children. Improvements included a significant interior renovation, utility relocations, and on-site ADA and accessible pathway improvements to meet current code.

Swim school rehabilitation project with on-site ADA walkway, ramp, and parking redesign.

SITE PROGRAMMING

- Swim School
- Office Space
- Locker Rooms & Restrooms
- On-site Parking
- ADA walkways & ramps

Project Information

Client | Pappas Investments
Location | Sacramento, CA
Completion | 2024
Size | 0.5 acres
Contractor | TI Builders

ENGINEERING SERVICES

- Parking & ADA Evaluation
- ADA Parking, Walkway & Ramp Improvements
- Sewer Relocation
- Grading & Drainage Design
- Permit Processing

Owner Contact

Matthew Lundbeck
Pappas Investments
mlundbeck@pappasinvestments.com
(916) 396-6200

GC Contact

Sean McKune
Project Manager
TI Builders
SeanM@tibuilders.biz
(916) 812-6443

FEATURED PROJECT | CBHS CAFETERIA EXPANSION



CBHS Cafeteria Expansion

The project's primary scope includes the expansion of the existing Cafeteria Dining Room & Kitchen at Christian Brother's High School campus. The total building area is 10,500 SF with an expansion area of 3,250 SF and includes a significant redesign of the exterior courtyard area to make room for outdoor dining, seating, trash enclosures, ADA ramp reconfigurations, ADA walkway improvements, and landscaping features.

Expansion of the existing cafeteria dining room, kitchen & exterior courtyard area to accommodate CBHS' growing capacity.

SITE PROGRAMMING

- 3,250 SF Dining Hall Expansion
- ADA Walkway & Parking Upgrades
- Updated Exterior Paving/Courtyard

Project Information

Client | DLR Group
Location | Sacramento, CA
Completion | 2025
Size | 10,500 SF Building
Contractor | Hurley Construction

ENGINEERING SERVICES

- Site Plan Layout & Calculation
- Fire & Domestic Water Design & Calculations
- Sewer and Storm Drain Design & Calculations
- Stormwater Management
- ADA Improvements
- Grading & Drainage Design

Owner / GC Contact

Graham Haro
Project Manager
Jackson Properties / Jackson Construction
GHaro@JacksonProp.com
(916) 848-1745



FEATURED PROJECT | STUDIO30 APARTMENTS



Studio30 Apartments

Studio30 is a workforce housing development consisting of a 3-story walk-up building with twenty (20) 325 square foot micro studio units and ten (10) 430 square foot micro studio loft units. The project required full site design, including underground utility, grading, drainage, and ADA accessibility design. Construction will be completed August 2024.

3-story workforce housing project in Sacramento's Urban Core, featuring 30-micro unit studios and one-bedroom lofts.

SITE PROGRAMMING

- 30 attainable housing units
- Community Deck on Floor 2
- Transit-oriented with no parking
- Bike Parking

Project Information

Client | Urban Capital
Location | Sacramento, CA
Completion | Q3 2024
Size | 13,500 SF Building
Contractor | J Vila Builders

ENGINEERING SERVICES

- Site Plan Layout & Calculation
- Fire & Domestic Water Design & Calculations
- Sewer and Storm Drain Design & Calculations
- Grading & Drainage Design
- ADA & Public Frontage Improvements
- Permitting & Construction Management

Owner Contact

John Vignocchi
Founder/Partner
Urban Capital LLC
John@UrbanCapitalCA.com
(415) 735-6228

GC Contact

Joe Vila
Owner
J Vila Builders
Joe@JVBuildersLLC.com
(925) 586-1477



FEATURED GRANT FUNDED PROJECTS



Conversion of an existing commercial building into a community kitchen & maker space with outdoor stage, food trucks and seating.

SERVICES PROVIDED

- Assist with Grant Funding Applications
- Project Budget & Schedule Management
- Design Team Management
- General Contractor Procurement
- Construction Management

Grand Gathering

Grand Gathering is a community impact project by Greater Sacramento Urban League (GSUL) located in North Sacramento. Vertical Pacific was contracted by GSUL to provide full project and construction management services along with civil engineering and landscape architecture design services.

Owner Contact

Dwayne Crenshaw
CEO | GSUL
dcrenshaw@gsul.org
(916) 286-8600

Architect Contact

Joanna Mack
Salazar Architects
jmack@salazararch.com
(757) 814-7476



CLTRE House

CLTRE House is a mixed-use development concept in North Sacramento combining workforce housing with ground floor commercial space catered to local artists and BIPOC creators. The project is a partnership between CLTRE and Vertical Pacific. VP is providing full development, construction management and design services for the project.

Acquisition of City owned parcels for a mixed-use workforce housing project with ground floor creator space.

Partner Contact

Roshaun Davis
CEO | CLTRE
ros Shaun@unseen-heroes.com>

SERVICES PROVIDED

- Act as Lead Developer
- Assist with Grant Funding Applications
- Project Budget & Schedule Management
- Design Team Management
- General Contractor Procurement
- Construction Management

ADDITIONAL PROJECT EXPERIENCE



ESPERANZA

Location: Sacramento, CA
Description: 3-story, 132-unit workforce housing product in the Mansion Flats neighborhood of Sacramento.



BLOK49

Location: Sacramento, CA
Description: Downtown Infill 4-story mixed-use multifamily building with 49 units, 1 retail space, and activated pedestrian courtyard.



DELTA BUNGALOWS

Location: Sacramento, CA
Description: 9 detached duplexes along W Street with onsite pedestrian courtyard.



H16 APARTMENTS*

Location: Sacramento, CA
Description: Midtown Infill 5-story, 95-unit apartment building with ground floor retail.



MANSION APARTMENTS*

Location: Sacramento, CA
Description: Midtown Infill 186-unit, 5-story apartment building with ground floor retail, community pool, activated courtyard, and rooftop deck space.



EASTERN OAK PARK*

Location: Carmichael, CA
Description: Full Civil site improvements for park renovation project for the Parks Department. Included challenging stormwater treatment design.

PROJECT LOCATIONS:

- Sacramento, CA
- Winters, CA
- Davis, CA
- Woodland, CA
- Carmichael, CA
- Rancho Cordova, CA
- Auburn, CA
- Los Angeles, CA
- San Dimas, CA
- San Diego, CA

WALNUT PARK*

Location: Winters, CA
Description: Full Civil site & ADA improvements for park renovation project for the Parks Department.

GIBSON ELEMENTARY*

Location: Woodland, CA
Description: ADA improvements, pavement resurfacing, and grading & drainage upgrades as part of the elementary school rehab project. Provided services through construction.

BROOKSIDE SENIOR LIVING*

Location: Auburn, CA
Project Type: ADA upgrades to existing senior living facility with very challenging hillside topography. Provided services from construction drawings through construction.

RIVER BEND PARK RESTROOM*

Location: Rancho Cordova, CA
Description: ADA improvements, site grading, drainage & septic system design for new restroom building as part of the American River Parkway Foundation's field trip program.

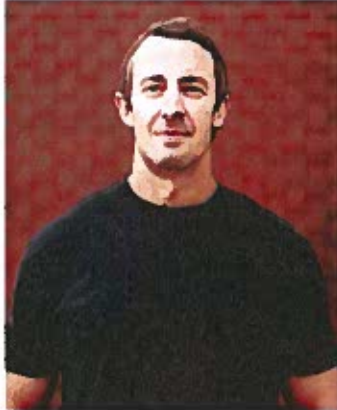
J STREET CO-LIVING

Location: Sacramento, CA
Description: 3-story, 30-unit co-living concept in East Sacramento.

THE FREDERIC*

Location: Sacramento, CA
Description: 8-story apartment building with ground floor retail ground floor retail and underground stormwater storage system along on Capitol Mall.

* Featured projects include work with past firms



MATT MORROW

CEO and Owner

Firm Name
Morrow Surveying Inc

Location
3601 Taylor Road
Loomis, CA 95650

DBE Status
Non-DBE

Age of Firm
41 Years

Annual Gross Receipts
\$2M - \$5M

Education
B.S. Geomatics Engineering
California State University, Fresno

License
Land Surveyor L.S.
8501-California P.L.S.
19911-Nevada

Contact
matt@morrowsurveying.com
916-372-8124

Additional References
Matthew Lundbeck
mlundbeck@pappasinvestments.com
(916) 396-6200

John Vignocchi
John@UrbanCapitalCA.com
(415) 735-6228

BACKGROUND

Matt Morrow, a third-generation land surveyor, brings field expertise for coordinating Surveying services. Matt supervises and directs crews during Surveying projects, in addition to preparing the crew's work schedules and mentoring the field staff. His leadership attributes to the firm's low turnover rate and high quality of excellence in customer service. Matt specializes in Surveying services for civil engineers, architects, and developers on private and public developments.

SELECTED PROJECT EXPERIENCE

Teichert Energy & Utilities Group – Statewide January 2020 - Present

Matt Morrow is responsible for overseeing the Topographic Survey and Construction Staking of solar array and canopy layouts for city and county facilities across the State of California. Project deliverables were to be used to aid in the design of future solar arrays. Deliverables were provided in Civil 3D and PDF forms.

Cal-Trans Middle Mile – Northern California January 2023-Present

Matt Morrow was responsible for overseeing the Topographic Survey, of proposed broadband layout for sections across Northern California. Scope included pre and post demo topographic Scope included tying into Cal-Trans control and adopting standard Cal- Tran deliverable procedures. Deliverables were provided in Civil 3D.

Fresno State Hydronic Loop Upgrade – Fresno, CA March 2021

Matt Morrow was responsible for overseeing the Project Control, Aerial Topographic Survey, Design Level Topographic Survey, and Utility Locate for then new campus hydronic loop. Scope included the entire campus footprint. Project deliverables were to be used to aid in the design of the new campus wide hydronic loop. Deliverables were provided in Civil 3D

Sacramento Area Council of Governments
Standard Agreement Task-Based Budget

EXHIBIT A - ATTACHMENT

Consultant:		Vertical Pacific Inc		RFP #:	2023-09
Project Title:		City of Isleton Main Street ADA Intersection Improvements		Contract #:	n/a
Budget Term:	Start Date:	7/3/24	End Date:	12/22/24	
				Budget Total:	\$ 29,820.55

PART 1 - TOTAL BUDGET			
SECTION 1.1: DIRECT LABOR COSTS			
A) Staffing Allocation (Attach additional pages if needed)			
<i>Classification/Job Title</i>	<i>Total # Hours</i>	<i>Hourly Rate</i>	<i>Total Cost</i>
Civil Engineer/Project Manager	125	\$ 160.00	\$ 20,000.00
Total Staffing Allocation Costs			\$ 20,000.00

B) Salary Increases	
Anticipated Salary Increases Cost (see tab 2 for sample calculation)	\$ -
Total Direct Labor Costs (Staffing Allocation + Salary Increases)	\$ -

SECTION 1.2: INDIRECT COSTS*			
C) Indirect Costs	Rate (%)		Cost
Fringe		x Direct Costs	\$ -
Overhead	5.00%	x Direct Costs	\$ 1,000.00
General Administrative	5.00%	x Direct Costs	\$ 1,000.00
Total Indirect Costs			\$ 2,000.00

* Attach letter from Cognizant Agency authorizing indirect rate, LAPM Exhibit 10-K, or Safe Harbors document.

SECTION 1.3: FIXED FEES			
	Rate(%)		
D) Total Fixed Fees	0%	x (Direct Costs + Indirect Costs)	0%
Total Fixed Fees			\$ -

SECTION 1.4: OTHER DIRECT COSTS				
E) Itemized Direct Costs				
Description of Cost	Quantity	Unit	Unit Cost	Total Cost
Mileage (Federal Rate)	165	Miles	\$ 0.67	\$ 110.55
Office Supplies (Prints)	30	Sheets	\$ 7.00	\$ 210.00
Other (enter):				
Other (enter):				
Total Itemized Direct Costs				\$ 320.55

F) Subcontractor Costs				
Subcontractor	Description of Work	DBE	% of Work	Cost
Morrow Surveying	Field Topographic Survey	<input type="checkbox"/>	25%	\$ 7,500.00
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
Total Subcontractor Costs				\$ 7,500.00

SECTION 1.5: TOTAL PROJECT BUDGET	
Total Project Budget	\$ 29,820.55

PART 2 - PROJECT BUDGET BY TASK		
Task	Description of Costs	Cost
Task 0: Project Management		\$ 1,950
Task 1: Existing Conditions and Data		\$ 8,740
Task 2: Public and Partner Engagement		\$ 1,170
Task 3: Performance Measures and Project		\$ 3,881
Task 4: Draft and Final Plan		\$ 14,080
Total Project Budget (Must match total budget amount in section 1.5)		\$ 29,820.55

City of Isleton

City Council Staff Report

DATE: October 8, 2024

ITEM#: 8.A

CATEGORY: New Business

CITY COUNCIL TO APPROVE PG&E/ECO-GREEN LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT AND SET PUBLIC HEARING.

SUBJECT:

Authorize the City Manager to Execute a PG&E Agreement for an Energy Efficiency Retrofit Program Upgrade of Building Lighting Subject to Approval of Form by City Legal Counsel and set public hearing.

DISCUSSION

The findings of the recent energy efficiency audit indicate that much of the interior building lighting and some of the exterior building lighting qualifies for replacement under the retrofit program requirements. The City's lighting retrofit would consist of both light bulb replacement and in some cases, the light fixture replacement. Eco Green Solutions' audit findings estimate the cost of the lighting retrofit to be between \$22,794.73. The PG&E energy efficiency program would cover that cost in the form of a no interest (0%) loan to the City and repayment of the principal cost thru an "on utility bill" charge equal to the estimated energy cost savings of the City's building lighting retrofit. The "on utility bill" charge equal to the estimated energy cost savings of the City's building lighting retrofit. The "on utility bill" charge is estimated to be about \$310.24. Per month. This charge would be billed monthly until the principal loan amount is paid off. That charge essentially reverses the energy savings of the retrofit and results in the utility bill remaining at current amounts until the loan principal is paid off (80-84 months).

FISCAL IMPACT

Participation in the PG&E Energy Efficiency Retrofit Program will require that the City enter into a "Local Agency and District Customers On-Bill Financing Loan Agreement" (attached). The loan agreement generally defines a no interest (0%) loan principal equal to the amount of the District's building lighting retrofit costs which are estimated to be on the order of \$22,794.73, and repayment of that loan principal thru a monthly "on utility bill" charge associated with the predicted energy savings which are estimated to be on the order of \$308.04 per month. Therefore, it is predicted that 80 to 84 months of an "on utility bill" charge of about \$308.04 per month would be required to repay the costs to retrofit the City's buildings lighting. In other words, the "on utility bill" charge will offset the energy savings until such time that the loan principal is paid off. Thus, the City will begin to realize the energy cost savings of about \$310.24 per month after the loan principal is paid off some 80 to 84 months after accomplishing the retrofit. Staff estimates that the lighting retrofit would have a 10 to 15-year useful life. Thus, the City could realize after 5 years of cost savings which is estimated to be \$20,985.88 and over 10 years \$49,069.73.

RECOMMENDATION

Authorize the City Manager to Execute a PG&E Agreement for an Energy Efficiency Retrofit Program Upgrade of Building Lighting Subject to Approval of Form by District Legal Counsel and set public hearing.

ATTACHMENTS

1. PG&E Local Agency and District Customers On-Bill Financing Loan Agreement
2. City of Isleton Energy Audit
3. ECO-GREEN PG&E Program Application Packet

Prepared by: Diana O'Brien, Admin. Asst/Grants Manager

Submitted by: Deputy City Clerk, Yvonne Zepeda ____

Reviewed by: City Manager, Uyiosa Felix Oviawe ____

PG&E

Energy Efficiency OBF Program

PG&E's Energy Efficiency OBF Program allows for the upgrading of facilities with older lighting, fixtures, motors/pumps, refrigeration, HVAC, etc. to be upgraded and/or replaced with new High Efficiency fixtures and equipment.

PG&E's Program is actually a very simple program to work within, and will require minimal time on your company's part through the entire process. PG&E will have their finger on the pulse of your project as well, from inspection to completion, to ensure all the right things are being done.

FOUR IMPORTANT POINTS –

- 1) There is no obligation to the OBF Program or cost for authorizing an Energy Savings Assessment to be completed.
- 2) The PG&E OBF Program is designed to have the savings cover the cost of upgrades and is very easy to work within. The up front cost of these upgrades for each location are covered by PG&E at 0% through the ROI.
- 3) The OBF Program is also designed to have little to no impact on your monthly bill/budget.
- 4) The tax incentives for using this program can be extensive and typically range from 50% to 100% of the cost of the total energy saving project. This is on top of the monthly energy savings.

Eco Green Solutions is a Trade Partner with PG&E and have been for over 17 years. Through this Program, we complete over 75% of the upgrades and renovations for PG&E within this Program for many large and small Businesses, Churches, Schools, Colleges, Fire Stations and Public Buildings for Counties and Cities throughout CA.

Setting up an Assessment of your facility is easy, and the Program covers the costs of this as well. All PG&E needs for an Assessment to be scheduled for your facility is -

- * The PG&E Energy Efficiency OBF Packet to be filled out & signed (5 mins to complete, need Tax ID #).
- * A full copy of a recent PG&E bill.

Eco Green Solutions

Tim O'Connor

PG&E Trade Pro

(916) 749-6880, c (949) 364-6800

Tim.O@ecogreen-solutions.net

27671 La Paz Rd. #100, Laguna Niguel, CA

Assembly Bill 2208

Mercury Lamp Pollution Prevention Act

Assembly Member Ash Kalra

SUMMARY

AB 2208 would phase out fluorescent lamps in general lighting applications by banning the sale of screw or bayonet base type compact fluorescent lamps starting on January 1st, 2024, and the sale of pin-base type compact fluorescent lamps and linear fluorescent lamps starting on January 1st, 2025. By ushering out fluorescent lamps, this bill will allow better alternatives to light the way to a safer, more energy-efficient future.

BACKGROUND

For many years, fluorescent lamps have been used as an energy-efficient alternative to incandescent bulbs. Unfortunately, these lamps contain mercury, a potent toxin that can cause permanent damage to the central nervous system. This effect is especially pronounced in children, as prenatal exposure to mercury is tied to decreased cognitive ability after birth.ⁱ

Despite the severe effects of mercury upon human health, the state's attempts to mitigate contamination from fluorescent lamps have been insufficient. Even though California is one of seven states that have either banned mercury-added lamps from being disposed in the regular trash or enacted Extended Producer Responsibility laws, low lamp recycling rates and accidental breakage still cause significant mercury release. Therefore, each fluorescent lamp must be viewed as a potentially serious health risk to consumers, their families, and the solid waste management workers who encounter them in the trash.

Compared to fluorescent lamps, light-emitting diode bulbs (LEDs) are a much safer and more effective lighting option. LEDs do not contain mercury and are therefore safe to handle even when broken. They also only use about half the electricity as a fluorescent lamp while lasting 2-3 times longer, reducing greenhouse gas emissions and saving consumers money. Best of all, LEDs can be readily installed in 100% of compact fluorescent outlets and 93% of linear fluorescent outlets. The remaining outlets can also support LEDs if the bulb bypasses the outlet's ballast.

The Appliance Standards Awareness Project (ASAP) estimates that by 2030, California's residential, commercial, and industrial consumers could save

about \$1 billion annually on their utility bills if they transition from the most common fluorescent lamps to LEDs. ASAP also projects that by 2030, California could see annual electricity savings of about 5,600 gigawatt hours, preventing the release of 950,000 metric tons of CO₂ per year.

The state of Vermont has already recognized the need to phase out fluorescent lamps. Specifically, a 2011 Vermont law only permits the sale of fluorescent lamps until there is a mercury-free alternative that performs just as well for an equal or lower cost.ⁱⁱ The law has already led to a statewide ban on the sale of compact fluorescent lamps. The European Union has even gone a step further and ruled that it will phase out all general-use fluorescent lamps by August 2023.

SOLUTION

AB 2208 would prohibit the sale and distribution as a new manufactured product of screw or bayonet base type compact fluorescent lamps starting on January 1st, 2024, and pin-base type compact fluorescent lamps and linear fluorescent lamps starting on January 1st, 2025. However, this bill would exempt certain specialty fluorescent lamps, including those used in image capture, image projection, and disinfection.

SPONSORS

National Stewardship Action Council

CONTACT

Marissa Plante, Legislative Assistant
Marissa.Plante@asm.ca.gov
(916) 319-2027

ⁱ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3096006/>

ⁱⁱ <https://legislature.vermont.gov/statutes/section/10/164A/07152>



27871 Le Paz Rd, Suite 100
 Laguna Niguel, CA, 92677
info@ecogreen-solutions.net
 (949) 364 - 6800

Quote

Quote # 200402
 DATE 8/1/2023

City of Isleton
 City of Isleton - Fire Department
 100 2ND ST
 Isleton, CA 95641
 Acct: 7782177950; SAID: 7782177248

Quotes are valid for 30 days from the above date.

Light EPN	INT/ EXT	DESCRIPTION	QTY*	Unit Price	Amount
EGLN-TC20-2R-4000-UNV	Int	LED 2' Linear Fixture, 4000K, UNV	20 w 4	\$97.00	\$388.00
EG22-SF18-4000-UNV-REC	Int	LED Troffer 2x2, Retrofit KR 4000K, UNV, REC	16 w 4	\$145.00	\$580.00
EG24-SF21-4000-UNV-REC	Int	LED Troffer 2x4 Retrofit KR, 4000K, UNV, REC	21 w 9	\$148.00	\$1,341.00
EGLN-ML23.86-4R-CS-UNV-SMT-WRP	Int	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9 w 8	\$179.00	\$1,432.00
EGLN-TC38-8R-5000-UNV-SMT-D	Int	LED 8' Linear Fixture, 5000K, UNV, SMT	38 w 9	\$149.00	\$1,341.00
EGWP-IKIO15-5000-UNV	ext	LED Wallpack, 35K, 4K, 5K, UNV, PH	15 w 2	\$119.00	\$238.00
EGCL-ML13-6"-CS-UNV-REC	Int	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w 2	\$120.00	\$240.00
EGFL-HL100-CS-UNV-YK	ext	LED Flood Light, 3K, 4K, 5K, UNV, Yoke Mount	100 w 2	\$225.00	\$450.00
EG-ML20-CCT-UNV-JJ	Int	LED Jelly Jar, 4K, 41K, 3K, 5K, UNV	20 w 2	\$118.00	\$238.00
EGLN-SP11-4000K-UNV	ext	LED Decorative Outdoor Lantern Wallmount Round, 3000K, 3500K	11 w 2	\$51.80	\$103.80

TERMS AND CONDITIONS

WHEN SIGNED OR APPROVED BY CLIENT, THIS FORM BECOMES AN OFFICIAL ORDER AND A LEGALLY BINDING COMMITMENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS FORM. BY ACCEPTING THIS PROJECT AND MOVING FORWARD, CUSTOMER AGREES TO HAVE ECOGREEN SOLUTIONS PURCHASE AND INSTALL THE PRODUCTS LISTED ABOVE. All returned checks are subject to a \$20 service charge. If customer is utilizing a utility program where they default or get disqualified post install and the pre approved utility funding is canceled, the customer is liable for the project amount in full and the terms and conditions above will need to be met. Subject to collections and or litigation. If this invoice is not paid in full when due, a 1.5% per month late charge will be imposed. In this event, customer will be liable to pay reasonable collection charge, attorney fee and court cost. Warranty to be serviced by factory (see EcoGreen Scope of Work and warranty statement provided by the factory).

SUBTOTAL	\$6,349.60
LABOR	\$10,641.40
SALES TAX	Included
ADMINISTRATION & INSURANCE	\$222.24
(Brackets, Wiring, Sockets, Travel, Ties, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.) MISC. CHARGES	\$1,586.63
ICP Developer/Engineering Cost	\$3,994.87
TOTAL PROJECT COST	\$22,794.73
* All quantities to be verified by owner	Estimated k/w Power Saved Rebate Total:
	\$0.00
	IRS Tax Cert, Inspection, Report:
	\$0.00
	Estimated IRS Federal Tax Deduction per 179D:
	\$4,416.00
	Estimated Annual Energy Savings:
	\$3,722.82



**LOCAL AGENCY AND DISTRICT
CUSTOMERS**
ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District¹ Customer ("Customer") has contracted for the provision of energy efficiency/demand response equipment and services (the "Work") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("PG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "Schedule").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "Application"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("Contractor"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

¹ Local Agency or District as defined in California Government Code §50001 and §58004.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("Check") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below ("Account")), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

16. Loan Particulars.

This table is to be completed by PG&E						
Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 22,794.73	\$ -	\$ -	\$ 22,794.73	\$ 308.04	74	74

Check Made Payable to Customer or Contractor
 [customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000349	80-0196823

PG&E Account # / Service Agreement #
7762177950 / 7762177345

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF ISLETON - 101 2ND ST Project ID: Population Non-Res OBF - 54589 (Fire Station)	ECOGREEN SOLUTIONS, COREY BROPHY

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 LA PAZ RD STE 100
	LAGUNA NIGUEL CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	COREY BROPHY, ECOGREEN SOLUTIONS

Full Name & Title →

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: CITY OF ISLETON - 101 2ND ST
Project Number: FA ID 014401
Calculations from: Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 22,794.73	\$ -	\$ -	\$ 0.32	\$ -	11,534.70	-	\$ 3,722.82	6.12

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
73	74	\$ 308.04	\$ 310.24

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)
(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



Energy Efficiency Retrofit Loan Program Application Financing Supplement

The Energy Efficiency Retrofit Loan Program (the "Program") is funded by California utility customers and administered by Pacific Gas and Electric Company (PG&E) under the auspices of the California Public Utilities Commission (CPUC). The Program provides qualified PG&E customers with a means to finance energy-efficient (EE) retrofit projects implemented under select PG&E EE Programs (the "Qualified Program").

The loans issued under the Program are interest-free, unsecured loans to fully or partially reimburse qualified PG&E customers for the costs they incur in connection with a qualified retrofit project (the "Retrofit Project"), which term shall mean the energy efficiency retrofit project described in Customer's relevant Energy Efficiency Program Application.

1. Conditions for Eligibility: Participation in the Program is limited to PG&E customers that meet the following conditions and satisfy these conditions throughout the duration of the Retrofit Project up to and including the date of Final Verification (defined below in Section 8): (a) the PG&E customer must be a business ("Commercial Customer") or a federal, state, county or local government agency ("Government Customer").* Commercial Customers and Government Customers are collectively referred to as "Customer;" (b) Customer currently receives service from PG&E at the location of the Retrofit Project (the "Location"); (c) Customer has continually maintained an active PG&E account for the previous 24 months and has a minimum of 12 months of historical metered energy usage at Customer's current Location; (d) at the time the Customer's Program Application is Approved and Customer's Loan Agreement is executed, and at the time the loan is to be funded following completion of the Retrofit Project and satisfaction of all other requirements of the Loan Agreement, Customer must be in good credit standing, as determined by PG&E through credit review which may include a commercial credit check and a bill history review, which may be based upon the following and other criteria:

- a. No 24-hour disconnection notices in the last 12 months;
- b. No returned payments within the last 12 months;
- c. No more than 1 payment arrangement in the last 12 months;
- d. No broken payment arrangements within the last 12 months;
- e. No deposit assessed within the last 12 months; and
- f. The Retrofit Project qualifies, and Customer is eligible for an incentive under the Qualified Program.

2. Loan Features: The loans offered under the Program are interest-free (0%) and free of any fees, late payment penalties or other charges. The loan terms and conditions are set to provide simple payback from energy savings during the maximum allowed loan term and are calculated by dividing the loan amount (eligible project cost less Qualified Program Incentives) by the estimated monthly energy savings resulting from the Retrofit Project. The ensuing number of monthly payments must not exceed the Maximum Loan Term set forth in chart below ("Loan Amount and Term Limitations").

Loan Amount and Term Limitations	
Interest	0%, with no additional fees or charges
Minimum Loan Amount	\$5,000
Maximum Loan Amount	\$250,000 (up to \$4,000,000 per premises with approved exception)
Maximum Loan Term, not to exceed the Expected Useful Life (EUL) of the measures	120 months

*Residential customers are ineligible.

- 3. Eligibility:** Prior to purchasing and installing any energy efficient measures or equipment under the Qualified Program, Customer must satisfy the eligibility requirements of both the Program and Qualified Program.
- 4. Project Review:** PG&E will assist Customers in understanding the energy efficiency measures available under the Qualified Program and will answer their questions concerning this Program. After Customer has decided upon the measures that comprise the Retrofit Project, PG&E will request that project engineering documentation is developed on behalf of the customer by their installer, and that the package is reviewed by an independent engineer prior to submission to PG&E. Projects costs and energy savings from this documentation are required in order to calculate the Loan Terms and prepare the Loan Documents. Thereafter, PG&E will provide Customer with a Loan Agreement, the Application, the applicable On-Bill Financing (OBF) Gas and/or Electric Rate Schedule and Loan Calculation Summary Sheet (collectively, the "Loan Documents").
- 5. Loan Documents:** If the terms of the loan are acceptable, Customer shall execute the Loan Documents and return them to PG&E prior to the commencement of the Retrofit Project. Incomplete or incorrect applications cannot be processed and may result in the delay of PG&E's approval and possible disqualification from the Program. Customer may withdraw this Application for any reason without penalty by sending written notice to PG&E.
- 6. Changes to Project Scope and/or Cost:** It is common for a project's scope and/or cost to alter during the installation phase. Refer to "Changes to Project Scope and/or Cost" section of the OBF Customer and Contractor Handbook for requirements if the project scope and/or cost changes after the loan agreement is executed.
- 7. Customer's Responsibilities for Contractor and Vendor:** Upon execution of the loan agreement between the Customer and PG&E, Customer may begin the Retrofit Project pursuant to the contract agreed upon by Customer, its contractor or vendor. PG&E does not endorse or recommend any particular contractor or vendor nor does PG&E review any contractor or vendor proposals. Rather, Customer shall be solely responsible for reviewing the feasibility of the contractor's and vendor's proposal(s) and verifying their respective qualifications, pricing, energy savings, warranties and the terms and conditions of the contractor's and/or vendor's contract with Customer.
- 8. PG&E Disclaimers:** Customer's design of the retrofit project and selection and use of energy efficiency equipment, measures and selection of contractors and vendors is at customer's sole discretion and at customer's sole risk. To the extent permitted by applicable law, PG&E expressly and specifically disclaims any liability in respect of any advice, information or other instruction provided by or on behalf of PG&E to customer in connection with the qualified program, program or retrofit project. PG&E does not warrant or bear any responsibility for any of the following:
 - a. The work performed by customer's contractor(s) or vendor(s), that the retrofit project is appropriate for the location;
 - b. The retrofit will result in or yield any energy efficiency savings or a specific amount of energy efficiency savings or other reduction in customer's PG&E utility bill after completion of the retrofit project;
 - c. The contractor's or vendor's services will be timely, complete or error-free, or that defects in the retrofit project will be corrected by such individuals;
 - d. Any errors, omissions, defects or delays in the design or construction of the retrofit project or the operation of any energy efficiency measures installed at the location.
- 9. Verification:** Upon completion of the Retrofit Project, Customer shall request PG&E's post-install project review (submission may be provided by the customers installer) and final verification that the Retrofit Project has been completed in conformity with the requirements of the Qualified Program and that customer remains eligible (the "Final Verification").
 - a. If there has been any change to the Retrofit Project's scope, cost and/or incentives available under the Qualified Program or energy savings, Customer will be required to enter into a Loan Modification Agreement with PG&E, which may include new contract terms reflecting the changes in the Retrofit Project. (If a Loan Modification Agreement is required, it shall be deemed part of the "Loan Documents".) See "Changes to Project Scope and/or Cost" section of the OBF Customer and Contractor Handbook for further information.
 - b. If the changes to the Retrofit Project are such that it no longer meets the Program's payback criteria or other conditions, the Retrofit Project will be considered ineligible, the Loan Agreement will be terminated, and no loan proceeds will be disbursed.
 - c. If PG&E determines, in its absolute discretion, that customer's credit has deteriorated or has otherwise placed customer's repayment of the loan at risk, the loan proceeds shall not be issued, even though the retrofit project may have been satisfactorily completed at customer's expense.

10. Disbursements: Subject to and following PG&E's satisfactory Final Verification, an incentive check and the loan proceeds will be issued to Customer or, at Customer's written direction, to Customer's contractor or vendor.

11. General Provisions:

- a. Applications for loans under the Program will be accepted from qualified Customers on a first-come, first-served basis until the funds allocated by PG&E for the Program are no longer available. The Program may be modified or terminated by the CPUC or PG&E at any time and without prior notice. However, termination of the Program following execution of a Loan Agreement by Customer will not affect that Loan Agreement, or, if Customer thereafter satisfies all Program conditions, the disbursement.
- b. The loan proceeds may only be used to pay or reimburse Customer for implementing or installing energy-efficient measures or equipment through the Qualified Program.
- c. If there is any conflict between the terms of any document relating to the Program, the Loan Documents shall control.
- d. For all retrofit projects, including but not limited to streetlight, HVAC and lighting retrofits, Customer acknowledges and understands that Customer is able to use the installation vendor or contractor of their choice.
- e. The customer confirms that the OBF loan funds are required for the project to be completed, and that without the loan funds the project would not otherwise be able to be completed with the same scope or within the same time-frame.
- f. Energy Efficiency funds, including On-Bill Finance loan funds, are public funds. Depending on the project that receives Energy Efficiency or On-Bill Finance loan funds may be considered a public work (as defined under Labor Code section 1720 et. seq.). For information on the rules and regulations that apply to public works, including payment of prevailing wages, see the [Department of Industrial Relations](#).

I have read, understand and agree to all of the Energy Efficiency Retrofit Loan Program requirements and terms and conditions set forth in this Program description.

I understand that loan calculations will be based on pre-inspection results and on the applicable program documentation, and that my agency/company must meet all eligibility criteria and requirements in order to participate in the Program. Any unapproved changes to project scope, costs or run hours, or to my agency's/company's creditworthiness, between the time the Loan Documents are accepted and signed, and the Retrofit Project is completed and the project's and my agency's/company's continued eligibility are verified, could result in loan ineligibility.

CITY OF ISLETON

Legal Name of Business (i.e., the formal name on your tax return) Authorized Representative's Signature

Authorized Representative's Printed Name

Title

Date

Tax identification information (select one):

94-6000349

Federal Tax ID Number

Social Security Number

FOR PG&E USE ONLY:

PG&E OBF Administrator

Printed Name

Date

Retrofit Program Application Number

OBF Application Number



Statement of Work

1. SCOPE OF WORK: EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don't exactly match existing fixtures, ceiling tiles, etc...

a. VFD/VSD installation: If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

2. PROJECT COST: The amount due for material and labor to be performed is \$22,794.73, subject to additions and deductions pursuant to authorized change orders/adjustment letters.

3. PAYMENT & UTILITY FINANCING: EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 14401.

Payment of the project shall be paid in the manner following:

Project Cost	\$22,794.73
Estimated Tax Benefit	\$0
Estimated Utility OBF	\$22,794.73
SUBTOTAL	\$0
Estimated Customer Out of Pocket Contribution	\$0

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be

issued due to customer's credit standing or has otherwise placed customer's repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren't returned to EcoGreen Solutions.

c. Notice to Proceed: Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

5. HAZARDOUS CONDITIONS: In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

6. WARRANTIES:

a. MANUFACTURER WARRANTIES. Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. LIMITED WARRANTY. EcoGreen Solutions provides a limited warranty of 90 days (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. OBTAIN WARRANTY SERVICE. To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at repairs@ecogreen-solutions.net of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to repairs@ecogreen-solutions.net, and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 3 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

IMPORTANT EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

7. MAINTENANCE AND REPAIR: If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.

City of Isleton

City Council Staff Report

DATE: October 8, 2024

ITEM#: 8.B

CATEGORY: New Business

RESOLUTION 19-24 OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING CITY STAFF TO PAY BILLS UNTIL FY 2021/2022, 2023/2024 & 2024/2025 ARE PASSED

SUMMARY

The City of Isleton annual budgets for fiscal years 2021/2022, 2023/2024 & 2024/2025 will not be approved by July 1, 2025.

DISCUSSION

The auditor requires a continuing resolution to pay the bills.

Staff requests City Council approve Resolution 19-24 to resolve, declare and determine the City staff is authorized to pay bills until the budgets are established and, the City Manager will present the approved draft budgets FY 2021-2022 and FY 2023/2024.

FISCAL IMPACT

There is no fiscal impact to the City funds to adopt this budget.

RECOMMENDATION

It is recommended that the City Council adopt Resolution 19-24 to resolve, declare and determine the City staff is authorized to pay bills until the budgets are established

ATTACHMENTS

- A. Resolution 19-24 Authorizing City Staff to Pay Bills until FY 2021/2022, 2023/2024 & 2024/2025 ARE PASSED

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

Reviewed by: Uyiosa Felix Oviawe, City Manager ___

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk ___

RESOLUTION NO. 19-24

RESOLUTION 19-24 OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING CITY STAFF TO PAY BILLS UNTIL FY 2021/2022, 2023/2024 & 2024/2025 ARE PASSED

WHEREAS, the City of Isleton annual budgets for fiscal years 2021/2022, 2023/2024 & 2024/2025 will not be approved by July 1, 2025; and

WHEREAS, the auditor requires a continuing resolution to pay the bills; and

NOW, THEREFORE, Staff requests City Council approve Resolution 19-24 to resolve, declare and determine the City staff is authorized to pay bills until the budgets are established and, the City Manager will present the approved draft budgets FY 2021-2022 and FY 2023/2024.

PASSED AND ADOPTED, by the **CITY COUNCIL of THE CITY OF ISLETON, COUNTY OF SACRAMENTO**, of the **STATE OF CALIFORNIA** on this 8th day of October, 2024:

VOTE:

Ayes: City Councilmember's Iva Walton, Kelly Hutson, David Kent, Mayor Pamela Bulahan, Vice-Mayor Paul Steele

Noes: None

Abstained: None

Absent: None

MAYOR, Pamela Bulahan

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

City of Isleton

City Council Staff Report

DATE: October 08, 2024

ITEM#: 8.C

CATEGORY: New Business

RESOLUTION 21-24 OF THE CITY COUNCIL OF THE CITY OF ISLETON DECLARING A FISCAL EMERGENCY DECLARING A LACK OF FUNDS FOR KEY ESSENTIAL SERVICES PROVIDED FOR THE BENEFIT OF OUR CITIZENS AND COMMUNITY AT LARGE

SUMMARY

The City Council received the updated financial report at the City Council Meeting on September 24, 2024. The report provided long term debt at \$5m and short-term at \$503k. Due to the Winter Storm 22-23, the City used over \$250K of general fund money to mitigate the ponds sewer spill and citywide damages. The City has been unable to keep pace with both long term and short term expenditures. In the next 90 days the short-term of \$503k is due and the Red Tower Loan in the amount of \$465k is due in full on January 31, 2025.

City Council needs to show that the City has taken reasonable steps to address the problem prior to invoking this emergency. The declaration that will be voted on, for example, would show the efforts of the budget and finance committee, what they did to have department heads reduce the budget considerably so that there would be less expense. For example: the City canceled CSG contract, temporary laid-off code enforcement officer, hired less expensive building inspector, and City Engineer. If City Council takes action based on that, City Council will need to have the linkage between the emergency and the action such as renegotiating employee contracts and the like. This type of action that cities have done before when they declare a fiscal emergency. These actions/efforts show City Council can take for these that is connected to the elements that make up the emergency in the declaration.

DISCUSSION

The City Council directed staff to prepare a Resolution of Declaration of Fiscal Emergency. This resolution does not call for a special election, but is general in nature, and the declaration alone can be used to highlight to the community the economic straits the City is facing.

ENVIRONMENTAL REVIEW: The proposed action is not under CEQA.

GOALS: This Action supports the following City Council Goals and General Plan Actions:

1. Maintain the long term financial stability and sustainability of the City of Isleton and operate City government in responsive manner.
2. Develop and implement sound financial management policies and procedures.
3. Maintain a stable and self-sustaining fiscal base in order to generate the resources necessary to provide desired City services and support new growth that is consistent with the City's values and goals.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE: This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to this special meeting.

FISCAL IMPACT

No fiscal impact at this time in approving the Resolution 21-24

RECOMMENDATION

It is recommended City Council of the City of Isleton consider and approve Resolution 21-24 Resolution of Declaration of Fiscal Emergency

ATTACHMENTS

1. Resolution 21-24 of the City Council of the City of Isleton Declaring a Fiscal Emergency Declaring a Lack of Funds for Key Essential Services Provided for the Benefit of Our Citizens and Community at Large

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

Reviewed by: Uyiosa Felix Oviawe, City Manager __

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk __

RESOLUTION NO. 21-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON DECLARING A FISCAL EMERGENCY DECLARING A LACK OF FUNDS FOR KEY ESSENTIAL SERVICES PROVIDED FOR THE BENEFIT OF OUR CITIZENS AND COMMUNITY AT LARGE

WHEREAS, like many other cities, the City has undergone a financial crisis due to the Winter Storm 2022/2023, and has been unable to keep pace with expenditures; and

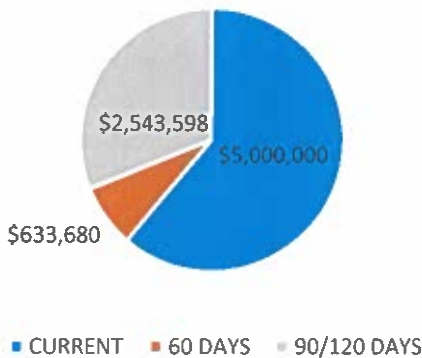
WHEREAS, in Fiscal Year 2024-2025 Budget review, staff identified \$5m long term debt in which Red Tower Loan \$465K due on January 2025 and short-term debt at 60-90 at \$503k, that City is unable to pay; and

WHEREAS, the City has worked diligently to make all possible cuts to its budget; and

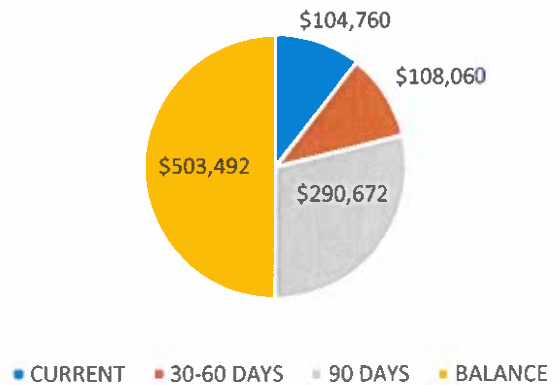
WHEREAS, the City has evaluated the impacts of financial constraints on the City’s ability to provide vital services to the public, including evaluation and implementation of measures to reduce costs, as well as measures to increase revenue; and

WHEREAS, because operating costs continue to outpace City revenues and as show in table below which is a condensed financial forecast through fiscal year 2024-2025 and is a dire picture of the City’s finances if no new revenue streams are in place. Fiscal Year 2024-2025 Budget review, staff identified \$5m long term debt in which Red Tower Loan \$465K due on January 2025 and short-term debt at 60-90 at \$503k, that City is unable to pay.

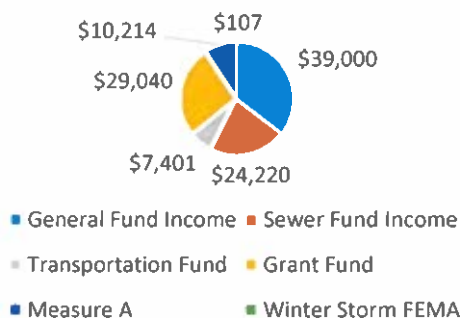
Long Term Debt



Short Term Debt



CURRENT BANK ACCOUNTS BALANCES



NOW, THEREFORE, be it resolved and ordered, that the City Council of the City of Isleton:

FISCAL EMERGENCY. Pursuant to California Constitution, Article XIII C, Section 2(b), the City Council, by a unanimous vote, hereby declares the existence of an emergency in that there are imminent financial risks and dangers, as described above, to the public welfare and the City's financial ability to provide municipal services at current levels and without disruption. The Council finds that unless it takes urgent action, the City will lack the necessary funding for key essential services provide for the benefit of our citizens such as: Personnel Overhead, Capital Improvement Projects, Infrastructure Needs; emergency services and other necessary expenditures over the next several years, including but to limited to: replacements to the City's vehicle fleet and building upgrades; technology replacements and upgrades; and personnel; and accordingly, the City Council hereby declares an emergency pursuant to the California Constitution, article XIII C, section 2, subdivision (b). CEQA. The adoption of this Resolution is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq. ("CEQA") and 14 Cal. Code Reg. §§ 15000 et seq. ("CEQA Guidelines").

CERTIFICATION: The City Clerk of the City of City of Isleton shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The City Council of the City of Isleton hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

PASSED AND ADOPTED, by the **CITY COUNCIL of THE CITY OF ISLETON, COUNTY OF SACRAMENTO**, of the **STATE OF CALIFORNIA** on this 8th day of October, 2024.

VOTE:

Ayes: City Councilmember's Iva Walton, Kelly Hutson, David Kent, Mayor Pamela Bulahan, Vice-Mayor Paul Steele

Noes: None

Abstained: None

Absent: None

MAYOR, Pamela Bulahan

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

City of Isleton

City Council Staff Report

DATE: October 08, 2024

ITEM#: 8.D

CATEGORY: New Business

CITY COUNCIL TO APPROVE CHAMBER OF COMMERCE END OF YEAR DONATION

SUMMARY

Chamber of Commerce would like to discuss a year-end donation by the Chamber to the City of Isleton for the following items:

1. For the benefit of the community, two picnic tables, one trash/recycle receptacle, and possibly a sun shade structure to be installed on the grassy lot at the foot of the water tower by the public parking lot; and
2. For the benefit of the community, an automatic door locking system for the public restrooms so that the comfort facility can remain open during reasonable hours (7am to 5pm) seven days a week without the city having to commit badly-needed overtime dollars to locking and unlocking the restrooms on an ongoing basis, particularly on the weekends.

The Chamber would donate park amenities to the City including the cost of installation, provided the City would assume possession, maintenance, and repair as needed of these items thereafter.

DISCUSSION

Staff is requesting City Council discuss and give direction to staff to work with the Chamber of commerce with their donation:

Regarding the public restroom: Staff discussed with the Chamber member advising that the door locking system would not be recommended as it would cause liability for the City. Code enforcement officer suggested he could lock the restrooms on his way out at 4pm during weekdays.

Tower Park benches, picnic tables & shade structure: For the success of this project staff recommends Chamber of Commerce work with public works, provide the City with a design of the project which will include cement pad and ADA pathway, and hire a contractor to install the pad and pathway. Public works would be able to assist contractor. City would assume possession, maintenance, and repair as needed.

FISCAL IMPACT

No fiscal impact for this approval and direction.

RECOMMENDATION

It is recommended City Council approve Chamber of Commerce end of year donation with staff recommendations.

ATTACHMENTS

1. Draft Plans for Bench and Picnic Table Area

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

Reviewed by: Uyiosa Felix Oviawe, City Manager __

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk __

