

**SUBJECT**

Community Service/Code Enforcement Division Report

**SUMMARY**

The City of Isleton Community Service/Code Enforcement Division is committed to enhancing public safety, maintaining general code compliance, fostering community service initiatives, and revitalizing Downtown Main Street. This monthly report highlights the ongoing efforts.

**DISCUSSION**

**Public Safety:**

Community Service is working alongside the Sacramento County Sheriff’s Office on recent narcotic complaints and suspicious activities.

**General Code Enforcement/Parking Enforcement:**

Code Enforcement is working closely with the building official to ensure proper permits are pulled and enforced.

Code Enforcement is completing onsite spot inspections of properties that are performing work and checking on their permit status and ensuring all sites are complying with regulations regarding posting and displaying of approved permits.

**On-Going/Open Complaints/Cases:**

- 58 Main Street Municipal Code Violations have proceeded and are in the Administrative Citation Phase
- Del Rio Project was inspected and violations noted and documented, verbal warnings were issued
- Pallet Yard case has been forwarded to the County Fire Marshal and awaiting secondary reinspection
- Sacramento County District Attorney’s Office has been updated and asked to assist with several properties within the City Limits that have become a neighborhood nuisance and the owners have failed to communicate and/or comply with Code Enforcement.

**Future Projects:**

NONE

**FISCAL IMPACT**

NONE

**ATTACHMENTS**

NONE

Reviewed by: **Scott Baroni**, Interim City Manager

Submitted and prepared by: **Scott Baroni**, Interim City Manager \_\_\_\_\_

# City of Isleton

DATE: January 7, 2025

City Council  
Staff Report

ITEM#:

CATEGORY: City Engineer

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## CITY ENGINEER'S REPORT

### SUMMARY

#### City Engineer's Update

This staff report provides a history of work completed to date, the status of the current City Engineer's contract, as well as current critical projects, grants, and other City Engineer-related items as the new year begins. Finally, a list of the city's current Capital Improvement Program is provided. This list was being maintained by former City staff and will require updating as soon as possible.

It should be noted that the current contract for City Engineering services has been exhausted as of December 13<sup>th</sup>, 2024 and requires either an amendment or a new agreement altogether.

#### Work Completed To Date

Table 1 on the following page provides a summary of the projects worked on since September 2024. Specific projects were provided by the City Manager along with priority consideration for certain projects.

The status of the Kushner Site development project is not known currently. The last correspondence with the owner's Civil Engineer was that they were not able to fund the necessary Geotechnical Study that is required based on the conditions of approval of the Tentative Map.

Several other projects have been completed such as the Unwired Cell Tower, drilling for the Vega site monitoring (in between 2<sup>nd</sup> and 3<sup>rd</sup> Streets), and the T Mobil Tower upgrades. Work continued many of the projects listed in Table 1. One critical effort includes the required ADA, DBE, and Title VI programs necessary to receive federal aid funding from Caltrans/FHWA. Two specific projects that require these programs are funded by the

Highway Safety Improvement Program. It is expected that requests for federal reimbursement will commence in 2025 for these projects, and the programs need to be in place prior to requesting reimbursement.

Every effort has been made to provide the maximum possible effort and time to the highest

priority projects and tasks for the City Engineer position per direction by the city. However, with the limited amount of funding available on the existing contract, it became apparent that there was not sufficient funding available for all the tasks. Thus, only the high priority projects were addressed until such a time that an agreement amendment or subsequent contract could be executed.

<p style="text-align: center;">Table 1 Summary of Accomplishments September 2024 – December 2024</p>		
Project Name	Action	Notes
Kushner Subdivision	Subdivision Agreement in Progress	Need to finalize map, identify all fees, add signature blocks, circulate for review
Unwired Cell Tower	Encroachment Permit Signed	Completed
Vega Drilling	Encroachment Permit Signed	Monitoring wells placement
704 F Street	Submitted hours estimate to building inspector.	Pending owner approval of estimate
Bernadette St, 3 new homes	Letter submitted 10/15/24	Approval letter submitted to City
T Mobile Tower	Building Permit Only	Sent to Building Inspector and CM
Cannabis Cultivation	Staff Report Review and Comment	Submitted email to Gary with comments
Wilson Park	Prelim plans, env info to SHRA	Reviewed project app, developed prelim plans, submitted to SHRA
Sewer System Repairs	Developed schematic plans, identified costs	Confirm funding source, submit staff report
HSIP (Federal)	Meeting with GreenDot	Attended meeting, reviewed file
HSIP (State)	Meeting with GreenDot	Attended meeting, reviewed file
ADAD/DBE/Title VIMtgs	Meet with Caltrans Staff/Fed Projects	Attended three separate meetings, prepared binders for each program
Hotel Del Rio Letter	Letter regarding hotel structural items	Provided comment letter to applicant
Sewer Rate Study	Meeting to discuss sewer rate study	Reviewed sewer rate study, provided comments
PER for Sewer Repairs	Prelim Engineering Report for SS	Prepared and revised PER, submitted to USDA
California Pallets	Application submittal	Provide comment letter to Planning
ADAD/DBE/Title VI Programs	Met with Caltrans staff for each program to identify critical steps moving forward. Develop and implement necessary programs to receive federal funding from FHWA.	Attended three separate meetings, prepared binders for each program, binders prepared, preliminary programs established, requires Council approval once complete.

### Status of current City Engineer's Contract

The initial contract for on-call City Engineering services was executed on September 9<sup>th</sup>, 2024 for an amount of \$15,000, after a competitive advertisement for on-call City Engineering services. A Statement of Qualifications was submitted to the City Manager in response to this advertisement for review and consideration. Upon selection of Scott Lanphier, LLC as the preferred on-call City Engineer, a scope of work was submitted to be attached to the City's agreement for execution. The initial agreement was to use periodic work orders to add additional tasks to the agreement, up to the maximum amount of the contract.

The scope of work submitted and attached to the original agreement included immediate work on two specific projects totaling \$9,750 including:

- Kushner Site Development (Corner of 6<sup>th</sup> & D Street)
- Unwired Cell Tower Project

In early October, it was apparent that the owner of the Kushner Site was unprepared to continue to fund the technical studies needed for the development of the site. Unfortunately, a significant number of hours were spent preparing the Subdivision Improvement Agreement, as well as mark-ups on the Final Map. As such, directions were provided to halt all work on the Kushner Site and proceed with various other duties as they arose. These projects and tasks are outlined in Table 1 and include many of the normal duties required of the City Engineer, as well as additional project-specific duties such as assuming the role of DBE Coordinator, ADA Coordinator, and Title VI Coordinator. It should be noted that these roles were not included in the original contract.

### Current Critical Projects

Table 2 provides a summary of projects that are currently underway and require additional effort. The Flood Emergency Plan is ready to be advertised for an RFP to have a consultant prepare the plan. The Wilson Park Rehab project is scheduled for design in early 2025 and construction later in the year. The Main Street Rehab Pedestrian Improvement projects, as well as the two HSIP Projects are either underway or ready to go to RFP for additional work. The Sewer Rate Study is in its final draft and should be presented to City Council in early 2025 for review and approval. It is unclear exactly what action needs to be taken on the China/Main Street Park RR. This should be addressed with the new City Manager. Finally, the JumpStart project should be awarded in early 2025.

<p style="text-align: center;">Table 2 High Priority CIP Projects Underway As of December 2024</p>			
Project Name	Cost in \$1,000's	Status	Notes
Flood Emergency Plan	\$250	In Process	DWR - Contract Signed - Need to do RFP for Consultant and Start Project
Wilson Park Rehab Prop 68	\$353	Partial Completed	PROP 68/ARPA-SAC COUNTY/SAC COUNTY PARKS/SHRA
Main Street Rehab & Pedestrian Improvements Project	\$472	Design contract to be signed	SACCOG/SHRA 2023 FUNDS
H11-03-010 Traffic (HSIP-1)	\$110	Ready to go RFP	CALTRANS - CITY 11.47% / SACOG DESIGN GRANT
H11-03-011 Pedestrian (HSIP-2)	\$268	Ready to go RFP	CALTRANS - CITY 11.47% / SACOG DESIGN GRANT
Sewer Rate Study		In Progress	RCAC - ETA Review in Jan 2025
China/Main Street Park RR	\$100	TBD	SHRA 2024 ACTION PLAN
JumpStart Grant Project	\$895	In Process	Pending award of contract

**Status of Current CIP**

Attachment A provides a summary of all of the CIP projects from the year 2020 through 2028. As the new year commences, this list should be updated and moved forward to years 2024 – 2030 after the new City Manager is on board. Discussions between existing city staff, the City Engineer, and the new City Manager will help identify which projects should remain on the CIP list, and which can be omitted.

**FISCAL IMPACT**

As this is just an update, there is no direct fiscal impact from this report. Each project, grant, or specific item will be brought before City Council prior to expending any city funds. The cost of the new City Engineer’s contract will depend on negotiations between the City and the City Engineer (current or prospective).

**RECOMMENDATION**

Review the City Engineer’s Report and provide direction to staff regarding an updated City Engineer’s contract, or the advertising and hiring of a new City Engineer.

**ATTACHMENTS:**

Attachment A: Copy of City’s Capital Improvement Program

PASSED AND ADOPTED by the City Council of the City of Isleton this 7<sup>th</sup> day of January, 2025, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Iva Walton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Baroni, Interim City Manager

\_\_\_\_\_  
, City Attorney

## ATTACHMENT A

## CITY OF ISLETON CAPITAL IMPROVEMENT PLAN FY20 - FY28

NO.	PROJECT	Cost in \$1000	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	STATUS	FUNDS
23-01	6th St. Walking & Biking Trail	\$400					\$400						NONE
23-02	Flood Emergency Plan	\$250				\$250						In Process	DWR - Contract Signed - Need to do RFP for Consultant and Start Project
23-03	Marina Rehab Planning	\$200				\$200						Canceled	DBW - Grant & Project Canceled
23-04	Boat Launch Planning	\$200			\$200							Canceled	DBW - Signed Feasibility Study completed - Grant & Project Canceled
23-05	Wilson Park Skate Park	\$40				\$40						Completed	ARPA-SAC COUNTY - PAID Completed - Signage under Attorney Review
23-06	Records Backup	\$50				\$50							NONE
23-07	ADA Ramps	\$100				\$100							NONE
23-08	Sewer Maintenance Plan	\$35				\$35							HCD SB2 Completed
23-09	City Hall Repairs	\$60				\$60							NONE
23-10	Storm Drain Master Plan	\$50				\$50						Completed	HCD SB2 Completed
23-11	Zoning Code Update	\$65										Completed	HCD LEAP
23-12	Delta Avenue Humps												NONE
24-01	Delta West Street Rehab	\$700		\$700								Completed	MEASURE A - Completed
24-02	Wilson Park Rehab Prop 68	\$353				\$353						Partial Completed	PROP 68/ARPA-SAC COUNTY/SAC COUNTY PARKS/SHRA
24-03	Main Street Rehab & Pedestrian Improvements Project	\$472				\$472						Design contract to be signed	SACCOG/SHRA 2023 FUNDS
24-04	EV Charging Station	\$100							\$100				NONE
24-05	Tower Park Landscaping	\$140								\$140			NONE
24-06	Sludge Removal	\$300		\$150		\$150							NONE
24-07	Transit Study	\$50				\$50							NONE
24-08	Water Tower Acquisition	\$30				\$50							USDA-TBD
24-09	Community Center Renovation	\$40											NONE
24-10	H11-03-010 Traffic (HSIP-1)	\$110					\$109,800					Ready to go RFP	CALTRANS - CITY 11.47% / SACOG DESIGN GRANT
24-11	H11-03-011 Pedestrian (HSIP-2)	\$268					\$267,500					Ready to go RFP	CALTRANS - CITY 11.47% / SACOG DESIGN GRANT
24-12	Sewer Rate Study											In Progress	RCAC - ETA Review in Jan 2025
25-01	6th Street Rehab	\$1,500						\$1,500					NONE
25-02	China/Main Street Park RR	\$100					\$100					TBD	SHRA 2024 ACTION PLAN
25-03	IT & Broadband	\$700						\$700					NONE *Unwired Tower
25-04	Delta East Paving	\$1,000					\$1,000						NONE
25-05	Mid Town Paving	\$1,000						\$1,000					NONE
26-01	Boat Launch Construction	\$2,500							\$2,500			Canceled	Canceled
26-02	WWTP San Sewer Upgrade	\$7,000							\$7,000			App In Progress	CA STATE WATERBOARD *Application Process No Match Required
27-01	New City Hall	\$7,000					\$1,000	\$1,000	\$5,000				NONE
27-02	Fire Station Upgrade	\$2,000							\$2,000				NONE
28-01	Main Street Redesign Project and Waterfront	\$240,357				\$241						Canceled	CALTRANS/SACOG - Isleton Match \$27,569 - Grant & Project Canceled
24-XX	JumpStart Grant Project	\$895,000						\$495	\$400			Underway	Pending Council Award
TOTALS		\$1,162,170	\$0	\$850	\$200	\$1,851	\$380,050	\$4,695	\$17,000	\$140	\$0		





**CITY OF ISLETON**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA ADOPTING THE MUNICIPAL BUDGETS FOR FISCAL YEAR 2024-2025, SUBJECT TO FURTHER INFORMATION AND CORRECTIONS AS REQUIRED**

**WHEREAS**, the City of Isleton (“City”) is required to appropriate and expend funds to conduct its business activities on a daily basis; and

**WHEREAS**, the City is required by California Government Code Sections 53891 and 53901 to prepare a listing of its anticipated revenues, together with its expenditures and expenses for the fiscal year in progress; and

**WHEREAS**, it has been determined that the adoption of an annual operating budget is an effective and prudent management tool; and

**WHEREAS**, California Government Code Section 37208 provides that expenditures conforming to a budget approved by ordinance or resolution need not be audited by City Council; and

**WHEREAS**, the former city managers, as the finance officers of the city, prepared, and interim city manager has and brought back and submitted a proposed budget for fiscal year 2024-2025 in accordance with California Law; and

**WHEREAS**, the City Council reviewed the budgets at a regularly scheduled public meeting held on October 22, 2024 and January 7, 2025,

**WHEREAS**, the proposed budgets include appropriations for administration, city council, emergency, public works, planning, debt, building, finance, and other expenses, as detailed in the related budget documents.

**WHEREAS**, the expenditures provided in said budgets, together with any revisions to it, shall be within the expenditure limitations imposed by Article XIII B of the California Constitution.

**WHEREAS**, the City Council acknowledges the need for additional information, revisions, and potential corrections to certain budget components, as identified during the budget review process or in subsequent discussions.

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

**SECTION 1. Conditional Adoption of Budgets.** The budgets for the City of Isleton for fiscal year 2024-2025, as presented and attached hereto as Exhibit A, are conditionally adopted, subject to further review and corrections as deemed necessary by City Council.

**SECTION 2. Return for Further Review.** The City Manager is directed to return to the City Council with the following:

1. Additional information or clarifications regarding specific budget items identified during the public meeting or subsequent review.
2. Revised budget documents reflecting corrections, adjustments, or updates as necessary to address Council concerns or align with evolving fiscal priorities.
3. Recommendations for addressing unresolved budget issues or unforeseen developments that may impact the City's financial position.

**SECTION 3. Temporary Implementation Authority.** The City Manager is authorized to implement the conditionally adopted budgets to maintain essential City operations, subject to the following limitations:

1. Expenditures must align with the budget as conditionally adopted and may not exceed appropriated amounts.
2. No new capital improvement projects or major initiatives shall proceed without further Council approval.

**SECTION 4. Final Adoption Requirement.** A final, updated version of the budgets, incorporating all necessary corrections and additional information, must be presented to the City Council for formal adoption as soon as is practicable, but no later than 90 days from the date of this resolution.

**SECTION 5. Reporting Requirement.** The City Manager shall provide regular updates to the City Council on the progress of addressing identified budget concerns and corrections.

**SECTION 6. Effective Date.** This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of Isleton at a regular meeting held on January 7, 2025, by the following vote:

**Ayes: Councilmembers**

**NOES: Councilmembers**

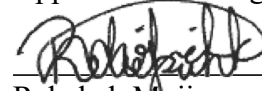
**ABSENT: Councilmembers**

**ABSTAIN: Councilmembers**

\_\_\_\_\_  
Iva Walton  
Mayor of the City of Isleton

Attest:

Approved as to Legal Form:



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

\_\_\_\_\_  
Rebekah Mojica

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

\_\_\_\_\_  
City Attorney, City of Isleton

*City of Isleton - Budget Fiscal Year 2024-25*

*Budget FY25*

*Budget Review, draft*

Charles Bergson    City Manager  
Nancy Clymer      Finance Manager

*City Hall, 101 Second Street, Isleton, California 95641*

*City of Isleton - budget FY 2024-25*

**FY24-25**

**REVENUES**

**DRAFT**

		<b>FY24</b>		<b>FY25</b>
		<b>Annual</b>		<b>Annual</b>
Lic perm fees, admn,bldg		\$ 50,000		\$ 60,000
Develp Aggrmnt fees		\$ 140,000		\$ 220,000
Property taxes		\$ 240,000		\$ 250,000
Sales and Use tx		\$ 420,000		\$ 540,000
SLEF-1 (COPS)		\$ 100,000		\$ 100,000
Program Income		\$ 60,000		\$ 90,000
(Bldg, Pking, Rec, Biz)				
LLAD - Village on Delta		\$ 16,000		\$ 21,000
Co.Meas A - new		\$ 69,000		\$ 69,000
Co.Meas B - old	to capital			
		\$ -		\$ -
Measure L (prev C)		\$ 100,150		\$ 100,150
Frachise fees, pge,CaWste		\$ 70,000		\$ 70,000
Sewer Enterprise Fund		\$ 600,000		\$ 600,000
LTF (Local Transp Fund)		\$ 87,000		\$ 87,000
TDA		\$ 10,000		\$ 10,000
HUTA		\$ 25,000		\$ 25,000
CIP overhead		\$ 50,000		\$ 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		\$ 120,000		\$ 120,000
Prop 172		\$ 15,000		\$ 15,000
SB 1383 (FY23 only)		\$ -		\$ -
Strike Force, Fire		\$ 20,000		\$ 20,000
Parking Enforcment		\$ 20,000		\$ 20,000
CARES Act rev	total	\$ -		\$ -
ARP, SacCo		\$ 120,000		\$ 120,000
		<b>\$ 2,582,150</b>		<b>\$ 2,837,150</b>

*City of Isleton - budget FY 2024-25*

**FY 2024-25**

**DRAFT**

**EXPENSES**

		<b>FY24</b>	<b>FY25</b>
		<b>Annual</b>	<b>Annual</b>
1	Administration	\$ 353,400	\$ 353,400
2	City Council	\$ 100,750	\$ 100,750
3	Sheriff/Police	\$ -	\$ 320,000
4	Fire	\$ 360,000	\$ 430,000
5	Public Works	\$ 230,000	\$ 253,000
6	Planning	\$ 90,000	\$ 120,000
7	Debt Service & paydowns	\$ 325,000	\$ 325,000
8	Parks & Recreation	\$ 20,000	\$ 20,000
9	Building	\$ 70,000	\$ 75,000
10	Finance	\$ 128,000	\$ 150,000
11	Wastewater	\$ 290,000	\$ 290,000
12	Veh Internal Services Fund	\$ 50,000	\$ 50,000
13	Fac Internal Services Fund	\$ 40,000	\$ 40,000
14	Adm Internal Serv. Fund	\$ -	\$ 310,000
15	CARES - programs		
16	American Recovery Pl		
	<b>total</b>	<b>\$ 2,057,150</b>	<b>\$ 2,837,150</b>

Administration				1	DRAFT	
FY 2024-25 Budget						
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
				2023		
				Actual ++		
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>		\$266,400	\$266,400.00
			Dep City Clerk	\$72,000		
			City Manager	\$130,000		
			GrantManager	\$50,000		
			Office Asst	\$14,400		
			<b>OPERATING EXPENSES</b>			
			Contracts	maint bldgs	\$7,000	\$7,000.00
			Code Enforcement		\$45,000	\$45,000.00
			Equipment	computers	\$20,000	\$20,000.00
			Supplies		\$15,000	\$15,000.00
			Mileage			
			<b>TOTAL OPERATING EXPENSES</b>		\$353,400.00	\$353,400.00
			<b>Administration</b>		\$353,400	\$353,400

**CITY COUNCIL**

2

FY 2024-25 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
ACCT#					
		<b>EXPENDITURES</b>			
		<b>SALARIES &amp; WAGES</b>			
		Council	\$0	\$6,000	\$6,000.00
		<b>OPERATING EXPENSES</b>			
		<b>Contract</b>		\$0	
		Attorney		\$92,650	\$92,650
		Equipment		\$2,100	\$2,100.00
		Supplies		\$0	
		Mileage		\$0	
		<b>TOTAL OPERATING EXPENSES</b>		\$100,750	\$100,750
		<b>CITY COUNCIL BUDGET</b>		\$100,750	\$100,750
					\$0



**Sheriff - - Police**

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		FY 2024-25 Budget			DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION			FY 2024	FY 2025
ACCT#						
		<b>EXPENDITURES</b>				
		<b>SALARIES &amp; WAGES</b>				
		<b>OPERATING EXPENSES</b>				
		Law Enforcement			\$200,000	\$280,000
		Reserve			\$30,000.00	\$40,000.00
		Code Enforcement			\$0.00	\$0.00
		Equipment				
		Supplies				
		Mileage				
		<b>TOTAL OPERATING EXPENSES</b>			<b>\$230,000.00</b>	<b>\$320,000.00</b>
		<b>Sheriff</b>			<b>\$230,000</b>	<b>\$320,000</b>

2/9/2024

Fire Department				4	DRAFT	
FY 2024-25 Budget					FY 2024	FY 2025
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			
				\$0		
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>		\$252,500	\$310,000.00
			Fire Chief	\$110,000		
			Engineers, 3	\$85,000		
			<b>OPERATING EXPENSES</b>			
			Contracts		\$10,500	\$18,000.00
			Equipment		\$40,000	\$40,000
			Equip Reserve		\$42,000	\$42,000
			Supplies		\$15,000	\$20,000
			<b>TOTAL OPERATING EXPENSES</b>		\$360,000	\$430,000.00
			<b>Fire</b>		<b>\$360,000</b>	<b>\$430,000</b>

**Public Works Department**

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FY 2024-25 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
			<b>EXPENDITURES</b>			
			<b>SALARIES &amp; WAGES</b>		<b>\$188,500</b>	<b>\$208,500</b>
			PW Maint 1	\$70,000		
			PW Maint 2	\$50,000		
			Superintendent	\$85,000		
			<b>OPERATING EXPENSES</b>			
			Contracts/Services (major prjx to CIP)		<b>\$5,000.00</b>	<b>\$8,000.00</b>
			Equipment		<b>\$18,250.00</b>	<b>\$18,250.00</b>
			Supplies		<b>\$18,250.00</b>	<b>\$18,250.00</b>
			Mileage			
			<b>TOTAL OPERATING EXPENSES</b>		<b>\$41,500.00</b>	<b>\$44,500.00</b>
			<b>Public Works</b>		<b>\$230,000</b>	<b>\$253,000</b>

Planning Division					6	DRAFT	
FY 2024-25 Budget						FY 2024	FY 2025
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION				
			<b>EXPENDITURES</b>				
			<b>SALARIES &amp; WAGES</b>			<b>\$90,000.00</b>	<b>\$0.00</b>
			Planner				
			<b>OPERATING EXPENSES</b>				
			Services-contract Planner			<b>\$0.00</b>	<b>\$120,000.00</b>
			Equipment				
			Supplies			<b>\$0.00</b>	<b>\$0.00</b>
			Mileage				
			<b>TOTAL OPERATING EXPENSES</b>			<b>\$90,000.00</b>	<b>\$120,000.00</b>
			Planning Div			<b>\$90,000</b>	<b>\$120,000</b>

**Debt Service**

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		FY 2023-24 Budget			DRAFT		
DEPT#					FY 2023	FY 2025	
		<b>EXPENDITURES</b>					
		<b>OPERATING EXPENSES</b>					
		Sewer Debts	was	225k	\$225,000.00	\$200,000.00	
		Pay Downs			\$100,000.00	\$125,000.00	
		SCORE, Sheriff, RD					
		EDD, BALMD					
		<b>TOTAL OPERATING EXPENSES</b>			\$325,000.00	\$325,000.00	

**Parks and Recreation Div**

8

FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2024	FY 2025
			<b>EXPENDITURES</b>		
			<b>SALARIES &amp; WAGES</b>		
			<b>OPERATING EXPENSES</b>		
			Contracts		
			Equipment		
			Supplies	\$19,700	\$19,700
			Mileage	\$300	\$300
			<b>TOTAL OPERATING EXPENSES</b>	<b>\$20,000</b>	<b>\$20,000</b>
			<b>Parks &amp; Rec Div</b>	<b>\$20,000</b>	<b>\$20,000</b>

**Building Department**

9

**FY24-25 Budget**

**DRAFT**

<b>DEPT#</b>	<b>FUND#</b>	<b>ACCT#</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 2024</b>	<b>FY 2025</b>
			<b>EXPENDITURES</b>		
			<b>SALARIES &amp; WAGES</b>		
			Building Official		
			Admin Asst		
			<b>OPERATING EXPENSES</b>		
			<b>Contracts</b>	\$68,000.00	\$72,000.00
			<b>Equipment</b>		
			<b>Supplies</b>	\$2,000.00	\$3,000.00
			<b>Mileage</b>		
			<b>TOTAL OPERATING EXPENSES</b>	\$70,000.00	\$75,000.00
			<b>Building</b>	\$70,000	\$75,000

		<b>Finance</b>			<b>10</b>	<b>DRAFT</b>	
		<b>FY 24-25 Budget</b>					
<b>DEPT#</b>	<b>FUND#</b>	<b>ACCT#</b>	<b>ACCOUNT DESCRIPTION</b>		<b>FY 2024</b>	<b>FY 2025</b>	
			<b>EXPENDITURES</b>				
			<b>SALARIES &amp; WAGES</b>				
			<b>OPERATING EXPENSES</b>				
			<b>Contracts</b>	<b>Audit</b>	\$20,000.00	\$20,000.00	
				<b>Consultant Finance</b>	\$20,000.00	\$22,000.00	
				<b>Finance Mgr,</b>	\$85,000.00	\$90,000.00	
			<b>Equipment</b>	<b>Quickbooks</b>	\$3,000.00	\$3,000.00	
				<b>Clerk</b>		\$15,000.00	
			<b>Supplies</b>				
			<b>Mileage</b>				
			<b>TOTAL OPERATING EXPENSES</b>		\$128,000.00	\$150,000.00	
			<b>Finance</b>		\$128,000	\$150,000	



**Wastewater Division**

11

FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
ACCT#					
		<b>EXPENDITURES</b>			
		<b>SALARIES &amp; WAGES</b>		\$0	\$0
		Director	\$20,000		
		PW Maint 1	\$30,000		
		PW Maint 2	\$20,000		
		Consulting Sewer Operator		\$128,500	\$128,500
		<b>OPERATING EXPENSES</b>			
		Contracts		\$50,000	\$96,000
		Repairs		\$33,500	\$20,000
		Debt Service In §7		\$28,000	\$20,000
		Equipment		\$20,000	\$5,000
		Mech Capital		\$30,000	\$10,000
		Supplies		\$0	\$10,500
		Mileage			
		<b>TOTAL OPERATING EXPENSES</b>		<b>\$290,000</b>	<b>\$290,000</b>

<b>Vehicle Internal Services Fund</b>				<b>12</b>	
<b>FY24-25 Budget</b>				<b>DRAFT</b>	
<b>DEPT#</b>	<b>FUND#</b>	<b>ACCOUNT DESCRIPTION</b>		<b>FY 2024</b>	<b>FY 2025</b>
<b>ACCT#</b>					
		<b>EXPENDITURES</b>			
		<b>OPERATING EXPENSES</b>			
		<b>Contracts</b>			
			Vehicle annual	\$50,000	\$50,000
		<b>Equipment</b>			
		<b>Supplies</b>			
		<b>Mileage</b>			
		<b>TOTAL OPERATING EXPENSES</b>		\$50,000	\$50,000
		<b>VISF</b>		\$50,000	\$50,000



**Admin Internal Services Fund**

14

**FY24-25 Budget**

**DRAFT**

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
			<b>EXPENDITURES</b>			
				Insurance	\$110,000.00	\$140,000.00
				CC contingency	\$72,000.00	\$50,000.00
			<b>OPERATING EXPENSES</b>			
			( Insurance, Payroll Tax, Etc.)		\$90,000.00	\$110,000.00
			Reserve			
			Equipment		\$23,000.00	\$10,000.00
			Supplies			
			Mileage			
			AdISF		\$295,000	\$310,000
			Insurance			

**CITY OF ISLETON**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA ADOPTING ROSENBERG'S RULES OF ORDER TO GOVERN MEETING PROCEDURES**

**WHEREAS**, the City of Isleton seeks to conduct its meetings in an orderly, efficient, and transparent manner that encourages public participation and facilitates decision-making; and

**WHEREAS**, Rosenberg's Rules of Order provide a simplified, effective and accessible framework for parliamentary procedure that is particularly suited for local government bodies; and

**WHEREAS**, The City Council desires to formally adopt Rosenberg's Rules of Order as its primary procedural guidelines for conducting meetings, while complying with applicable state laws, including the Brown Act; and

**WHEREAS**, adopting Rosenberg's Rules of Order will ensure consistency and clarify in meeting procedures for the City Council, as well as for its boards, commissions, and committees as applicable;

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

**SECTION 1. Adoption of Rosenberg's Rules of Order:** The City Council hereby adopts Rosenberg's Rules of Order as the procedural guidelines for conducting its meetings.

**SECTION 2. Application:** Rosenberg's Rules of Order shall apply to all meetings of the City Council and may also be used by other city boards, commissions, and committees unless otherwise directed by the City Council or required by law.

**SECTION 3. Conflict with Law or City Policy:** In the event of a conflict between Rosenberg's Rules of Order and any applicable state or federal law, city ordinance, or policy, such laws or policies shall govern.

**SECTION 4. Supersession of Prior Rules:** All prior rules, policies, or resolutions governing meeting procedures that are inconsistent with this resolution are hereby repealed or superseded.

**SECTION 5. Effective Date:** This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of Isleton at a regular meeting held on January 7, 2025, by the following vote:

**Ayes: Councilmembers**

**NOES: Councilmembers**

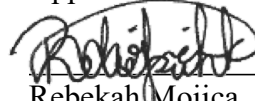
**ABSENT: Councilmembers**

**ABSTAIN: Councilmembers**

\_\_\_\_\_  
Iva Walton  
Mayor of the City of Isleton

Attest:

Approved as to Legal Form:



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

\_\_\_\_\_  
Rebekah Mojica

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

\_\_\_\_\_  
Attorney for the City of Isleton

**CITY OF ISLETON**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA AUTHORIZING EMPLOYEE FURLOUGHS**

**WHEREAS**, the City of Isleton is committed to providing efficient and effective municipal services to its residents while maintaining fiscal responsibility; and

**WHEREAS**, due to economic downturn, financial constraints, reduced revenues, and other unforeseen circumstances, the City is facing financial challenges amounting to insolvency, and require temporary reductions in expenditures; and

**WHEREAS**, the City has attempted mitigating measures including reduced hours, but is unable to reduce expenditures to necessary levels for continued operation at current levels; and

**WHEREAS**, the City Council recognizes that a temporary furlough of certain employees is necessary to reduce labor costs while preserving essential services to the community; and

**WHEREAS**, The City Council wishes to implement a furlough program in compliance with applicable state and federal laws, including the California Fair Employment and Housing Act (FEHA), the California Labor Code, and any relevant collective bargaining agreements;

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

**SECTION 1. Authorization of Employee Furloughs:** The City Manager, or their designee, is hereby expressly authorized to implement a furlough program for employees of the City of Isleton, effective January 10, 2025, as deemed necessary to address the City's financial situation.

**SECTION 2. Furlough Duration and Conditions:**

1. The furlough shall remain in effect until such time as can be reduced or amended by management and shall be reevaluated at least twice per month.
2. The furloughs may apply to all non-essential City employees.
3. Employees subject to furlough shall not work during furloughed hours, and no compensation shall be provided for furlough periods, except as required by law.
4. The furlough may include but is not limited to reduced or work hours, unpaid leave days, and periodic closures.
5. The City will maintain specific benefits during the furlough period, in accordance with applicable laws and collective bargaining agreements or other contracts.

**SECTION 3. Compliance with Laws:**

1. The City will comply with all applicable federal, state, and local labor laws and regulations, including the California Family Rights Act (CFRA), the Fair Labor

Standards Act (FLSA), and any applicable provisions of memoranda of understanding (MOUs) with labor unions, if applicable.

2. Furloughed employees will be notified in writing in advance and will be provided with information about the impact on their benefits, seniority, and any other rights during the furlough period.

**SECTION 4. Review and Monitoring:**

1. The furlough program shall be reviewed on a weekly basis to assess its effectiveness and determine if further adjustments are necessary.
2. The City Manager shall report to the City Council or an appointed ad-hoc at regular intervals on the status of furlough program and the City's financial situation.

**SECTION 5. Communication with Employees:** The City Manager, or their designee, shall communicate the furlough program to all affected employees, ensuring they are informed of the terms, conditions, and the duration of the furlough, and will provide assistance with any questions or concerns regarding the furlough process.

**SECTION 6. Effective Date:** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of Isleton at a regular meeting held on January 7, 2025, by the following vote:

**Ayes: Councilmembers**

**NOES: Councilmembers**

**ABSENT: Councilmembers**


**ABSTAIN: Councilmembers**

\_\_\_\_\_  
Iva Walton  
Mayor of the City of Isleton

Attest:

Approved as to Legal Form:

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

  
\_\_\_\_\_  
Rebekah Mojica

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

\_\_\_\_\_  
Attorney for the City of Isleton



**CITY OF ISLETON**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA APPROVING THE ENGAGEMENT OF PRENTICE | LONG, PC AS CITY ATTORNEYS AND FOR CPA SERVICES**

**WHEREAS**, the City of Isleton requires professional legal services to effectively manage its municipal operations, including representation, advice, and assistance in all legal matters;

**WHEREAS**, Prentice | Long, PC, has demonstrated expertise in municipal law and offers CPA services essential for compliance, financial oversight, and related matters;

**WHEREAS**, the City Council has reviewed the proposals from Prentice | Long, PC, and finds their qualifications, experience, and service structure meet the City's needs;

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

**SECTION 1. Engagement of Prentice | Long, PC:** The City Council approves the engagement of Prentice | Long, PC, as City Attorneys to provide comprehensive legal services to the City of Isleton, as outlined in the scope of work provided by Prentice | Long, PC.

**SECTION 2. Inclusion of CPA Services:** The City Council further approves the engagement of Prentice | Long, PC, through Jessica Bigby, to provide comprehensive financial services to the City of Isleton, as outlined in the scope of work provided by Prentice | Long, PC.

**SECTION 3. Authorization for Execution:** The City Mayor is authorized to execute the contracts with Prentice | Long, PC, substantially in the form presented to Council, and to take all necessary actions to implement this resolution.

**SECTION 4. Funding:** Payment for services rendered under these contracts shall be sourced from the City's budget allocations for legal, financial, or professional services, or other approved allocations.

**PASSED AND ADOPTED** by the City Council of Isleton at a regular meeting held on January 7, 2025, by the following vote:

**Ayes: Councilmembers**

**NOES: Councilmembers**

**ABSENT: Councilmembers**

**ABSTAIN: Councilmembers**

Attest:

\_\_\_\_\_  
Iva Walton  
Mayor of the City of Isleton

Approved as to Legal Form:



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

\_\_\_\_\_  
Rebekah Mojica, Esq.

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

\_\_\_\_\_  
Attorney for the City of Isleton

**LEGAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF ISLETON  
AND  
PRENTICE|LONG, PC**

THIS AGREEMENT for legal services (“Agreement”) is entered into by and between the City of Isleton, a municipal corporation (“City”), and Prentice|Long, PC (“Law Firm”), effective January 7, 2025 (“Effective Date”).

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A.

**1.1 Term.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025, unless the term of the Agreement is otherwise terminated as provided for herein.

**1.2 Standard of Performance.** Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm’s profession.

**1.3 Assignment of Personnel.** Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. **Rebekah Mochica** will be assigned as City Attorney. Amanda Uhrhammer will be assigned as Assistant City Attorney for Human Resources and Margaret Long and Sean Cameron shall be assigned as Assistant City Attorneys. These positions may be amended with approval of the City Council.

**1.4 Time.** Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary and prudent to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm’s obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Law Firm the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Law Firm’s proposal, for services described in this Agreement and for reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Law Firm’s proposal regarding the amount of compensation, this Agreement shall prevail. City shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to City in the manner specified

herein. Except as specifically authorized by City, Law Firm shall not bill City for duplicate services performed by more than one person.

Law Firm and City acknowledge and agree that compensation paid by the City to Law Firm under this Agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the cost of contributions to any pensions and/or annuities to which the Law Firm and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Law Firm shall submit invoices monthly during the term of this Agreement based on the amount specified in Exhibit B and for reimbursable costs incurred. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A copy of the applicable time entries or time sheets showing the name of the person performing the work, the hours spent by each person, a brief description of the work;
- The total number of hours of work performed under the Agreement by Law Firm; and
- Reimbursable expenses as applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services to be performed for the following month and for authorized reimbursable costs incurred, as described in Exhibit B.

**2.3 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to the City.

**2.4 Payment of Taxes.** Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.5 Payment upon Termination.** In the event that the City or Law Firm terminates this Agreement, the City shall compensate Law Firm for all outstanding costs and reimbursable expenses incurred prior to termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**SECTION 3. FACILITIES AND EQUIPMENT.** Law Firm shall provide all equipment and facilities necessary to perform the services described in this Agreement.

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to City of such insurance that meets

the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**4.1 Variation.** The City may approve a variation in the insurance requirements upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available or that the City's interests are otherwise fully protected.

**4.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to City at Law Firm's earliest possible opportunity and in no case later than five days after Law Firm is notified of the change in coverage.

**4.3 Remedies.** In addition to any other remedies City may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Law Firm's breach:

**4.3.1** Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

**4.3.2** Terminate this Agreement.

## **SECTION 5. STATUS OF LAW FIRM.**

**5.1 Independent Contractor.** At all times during the term of this Agreement, Law Firm and all assigned personnel shall be an independent contractor(s) and shall not be an employee of City. City shall have the right to control Law Firm insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to this Agreement; however, otherwise City shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City of employer contributions and/or employee contributions for PERS benefits. City understands and agrees that Law Firm and assigned personnel will serve other clients.

**5.2 California Tort Claims Act.** Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceedings brought by any third party, based on advice the Law Firm or such individuals have given to City or actions they have taken on behalf of the City, the City shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend City Employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the City shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

## **SECTION 6. LEGAL REQUIREMENTS**

**6.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**6.2 Compliance with Applicable Law.** Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**6.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**6.4 Licenses and Permits.** Law Firm represents and warrants to City that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to City that Law Firm and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

**6.5 Nondiscrimination and Equal Opportunity.** Law Firm shall not discriminate on the basis of a person's race, religion, color, national origin age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **SECTION 7. TERMINATION AND MODIFICATION.**

**7.1 Termination.** Either party may cancel this Agreement at any time and without cause upon ninety (90) days prior written notification to the other party.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Law Firm delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the City in connection with this Agreement.

**7.2 Amendments.** The parties may amend this Agreement only by a writing signed by both parties.

**7.3 Assignment and Subcontracting.** City and Law Firm acknowledge and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign the Agreement or any interest therein without the prior written approval of the Board of Supervisors. Law Firm shall not subcontract any portion of the performance contemplated and provided herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**7.4 Options Upon Breach by Law Firm.** If Law Firm materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**7.4.1** Immediately terminate the Agreement;

**7.4.2** Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Law Firm pursuant to this Agreement; and

**7.4.3** Retain a different law firm to complete the work described in Exhibit A not finished by Law Firm.

## **SECTION 8. KEEPING AND STATUS OF RECORDS.**

**8.1 Records Created as Part of Law Firm's Performance.** All reports, data, maps, models, charts, studies, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Law Firm hereby agrees to deliver those documents to City upon termination of the Agreement, or earlier as may be requested by City. It is understood and agreed that the documents and other materials, including, but not limited to, those described above or prepared pursuant to this Agreement, are prepared specifically for the City and are not necessarily suitable for any further or other use. City and Law Firm agree that, until final approval by City, all data, plans, specifications, reports, memorandums, and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**8.2 Law Firm's Books and Records.** Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm pursuant to this Agreement.

**8.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during normal business hours, upon oral or written request of the City.

## **SECTION 9. MISCELLANEOUS PROVISIONS.**

**9.1 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the City of Sacramento.

**9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The individuality in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**9.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**9.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**9.6 Law Firm Clients and Conflict of Interest.** It is acknowledged by City that Law Firm may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's professionalism, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

Law Firm shall not employ any City official in the work performed to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

**9.7 Solicitation.** Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement either orally or through any written materials.

**9.8 Notices.**

Any written notices to Law Firm shall be sent to:

Prentice|Long, PC  
Margaret Long  
2240 Court Street  
Redding, CA 96001

Any written notices to City shall be sent to:

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

**9.9 Integration.** This Agreement, including the attachments, represents the entire and integrated agreement between City and Law Firm and supersedes all prior negotiations representations, or agreements, either written or oral.

**9.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**9.11 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

[signature page to follow]



The parties have executed this Agreement as of the Effective Date.

**CITY**

**LAW FIRM**

City of Isleton

Prentice|Long, PC

By: \_\_\_\_\_  
Iva Walton, Chair

By: \_\_\_\_\_  
Margaret E. Long, Partner

**EXHIBIT A**  
**Scope of Work**

The following services shall be provided under this Agreement:

- Provide City Council services as assigned.
- Attend Council meetings.
- Assist and provide legal guidance to City departments and agencies.
- Provide legal opinions and memorandum regarding legal issues.
- Responding to routine Public Records Act requests.

**Exhibit B**

**COMPENSATION**

City shall compensate Law Firm as follows:

**Flat Fee for City Counsel Work at Approximately 25 Hours a Month:**

Flat Fee of \$5000.00 per month.

General legal services are included within the monthly flat fee. This includes attendance at all Council meetings, being regularly available for office hours in the City, and providing legal guidance as necessary to support the City and satisfy the requirements of this Agreement. The flat rate amount may be reevaluated and raised six (6) months after the Effective Date and amended with Council approval.

The flat fee does not include legal work outside of the general legal services to be provided, including, but not limited to, litigation, mediation, arbitration, investigations, labor negotiations, in-depth California Environmental Quality Act (CEQA) work, or large-scale Public Records Act (PRA) work. Should these legal services be deemed necessary by the City, these services may be provided by the Law Firm under a separate contract.

In addition to the above, a 2% administrative fee shall be paid based on the amount of monthly fees billed during the month to cover phone, fax and copying charges, in lieu of these being billed separately. This 2% administrative charge shall also include charges such as computerized legal research, postage, or other incidental service fees.

**Reimbursable Costs and Expenses**

- |   |   |
|---|---|
| 1. Travel expenses for trips and appointments   | Best available rate for overnight stays, meals, per diem at City/IRS policies |
| 2. Extraordinary postage or overnight delivery costs when expedited delivery is necessary   | Actual Cost   |
| 3. Necessary costs incurred for the following: <ul style="list-style-type: none"><li>• Court filing fees</li><li>• Court-call expenses</li><li>• Attorney services (includes services of process fees)</li><li>• Messenger services</li></ul> | Actual Cost   |

- Westlaw research outside of our prepaid service fee
- Fed-ex, OnTrac Overnight, or other one-day delivery services
- Reasonable travel expenses and parking fees for court appearances, depositions, arbitrations, mediations, and other necessary appointments
- Any other expenses not listed above that become necessary for the successful resolution of a particular matter (upon written authorization)

The reimbursable costs and expenses shall be paid by City within thirty (30) days of receipt of an invoice from Law Firm which includes such costs and/or expenses.

**FINANCIAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF ISLETON  
AND  
PRENTICE|LONG, PC**

THIS AGREEMENT for financial services (“Agreement”) is entered into by and between the City of Isleton, a municipal corporation (“City”), and Prentice|Long, PC through Jessica Bigby, Chief Financial Officer (“CPA”), effective January 3, 2025 (“Effective Date”).

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, CPA shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A.

**1.1 Term.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025, unless the term of the Agreement is otherwise terminated as provided for herein.

**1.2 Standard of Performance.** CPA shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession Certified Public Accountant (CPA) in the geographical area in which CPA practices its profession. CPA shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in CPA’s profession.

**1.3 Time.** CPA shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary and prudent to meet the standard of performance provided in Section 1.2 above and to satisfy CPA’s obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay CPA the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in CPA’s proposal, for services described in this Agreement and for reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and CPA’s proposal regarding the amount of compensation, this Agreement shall prevail. City shall pay CPA for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to CPA for services rendered pursuant to this Agreement. CPA shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, CPA shall not bill City for duplicate services performed by more than one person.

CPA and City acknowledge and agree that compensation paid by the City to CPA under this Agreement is based upon CPA’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of CPA. Consequently, the parties further agree that compensation hereunder is intended to include the cost of contributions to any pensions and/or annuities to which the CPA and its employees, agents, and subcontractors may be

eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** CPA shall submit invoices monthly during the term of this Agreement based on the amount specified in Exhibit B and for reimbursable costs incurred. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A copy of the applicable time entries or time sheets showing the name of the person performing the work, the hours spent by each person, a brief description of the work;
- The total number of hours of work performed under the Agreement by CPA; and
- Reimbursable expenses as applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services to be performed for the following month and for authorized reimbursable costs incurred, as described in Exhibit B.

**2.3 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to the City.

**2.4 Payment of Taxes.** CPA is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.5 Payment upon Termination.** In the event that the City or CPA terminates this Agreement, the City shall compensate CPA for all outstanding costs and reimbursable expenses incurred prior to termination. CPA shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**SECTION 3. FACILITIES AND EQUIPMENT.** CPA shall provide all equipment and facilities necessary to perform the services described in this Agreement.

**SECTION 4 STATUS OF CPA.**

**4.1 Independent Contractor.** At all times during the term of this Agreement, CPA and all assigned personnel shall be an independent contractor(s) and shall not be an employee of City. City shall have the right to control CPA insofar as the results of CPA's services rendered pursuant to this Agreement and assignment of personnel pursuant to this Agreement; however, otherwise City shall not have the right to control the means by which CPA accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CPA and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS)

as an employee of City and entitlement to any contribution to be paid by City of employer contributions and/or employee contributions for PERS benefits. City understands and agrees that CPA and assigned personnel will serve other clients.

**4.2 California Tort Claims Act.** Notwithstanding the foregoing provisions, should CPA or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceedings brought by any third party, based on advice the CPA or such individuals have given to City or actions they have taken on behalf of the City, the City shall defend and indemnify CPA and such individuals in the same manner in which it must defend City Employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the City shall have no duty to defend or indemnify CPA or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

## **SECTION 5. LEGAL REQUIREMENTS**

**5.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**5.2 Compliance with Applicable Law.** CPA and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**5.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, CPA and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**5.4 Licenses and Permits.** CPA represents and warrants to City that CPA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. CPA represents and warrants to City that CPA and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

**5.5 Nondiscrimination and Equal Opportunity.** CPA shall not discriminate on the basis of a person's race, religion, color, national origin age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by CPA under this Agreement. CPA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **SECTION 6. TERMINATION AND MODIFICATION.**

**6.1 Termination.** Either party may cancel this Agreement at any time and without cause upon thirty (30) days prior written notification to the other party.

In the event of termination, CPA shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon CPA delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CPA or prepared by or for CPA or the City in connection with this Agreement.

**6.2 Amendments.** The parties may amend this Agreement only by a writing signed by both parties.

**6.3 Assignment and Subcontracting.** City and CPA acknowledge and agree that this Agreement contemplates personal performance by CPA and is based upon a determination of CPA's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of CPA. CPA may not assign the Agreement or any interest therein without the prior written approval of the Board of Supervisors. CPA shall not subcontract any portion of the performance contemplated and provided herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**6.4 Options Upon Breach by CPA.** If CPA materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**6.4.1** Immediately terminate the Agreement;

**6.4.2** Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by CPA pursuant to this Agreement; and

**6.4.3** Retain a different CPA to complete the work described in Exhibit A not finished by CPA.

## **SECTION 7. KEEPING AND STATUS OF RECORDS.**

**7.1 Records Created as Part of CPA's Performance.** All reports, data, maps, models, charts, studies, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that CPA prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. CPA hereby agrees to deliver those documents to City upon termination of the Agreement, or earlier as may be requested by City. It is understood and agreed that the documents and other materials, including, but not limited to, those described above or prepared pursuant to this Agreement, are



prepared specifically for the City and are not necessarily suitable for any further or other use. City and CPA agree that, until final approval by City, all data, plans, specifications, reports, memorandums, and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**7.2 CPA's Books and Records.** CPA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the CPA pursuant to this Agreement.

**7.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires CPA to maintain shall be made available for inspection, audit, and/or copying at any time during normal business hours, upon oral or written request of the City.

## **SECTION 8. MISCELLANEOUS PROVISIONS.**

**8.1 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**8.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Sacramento.

**8.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The individuality in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**8.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**8.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**8.6 CPA Clients and Conflict of Interest.** It is acknowledged by City that CPA may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place CPA in a "conflict of interest," as that term is defined in the rules

of professional responsibility governing CPA's professionalism, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

CPA shall not employ any City official in the work performed to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

**8.7 Solicitation.** CPA agrees not to solicit business at any meeting, focus group, or interview related to this Agreement either orally or through any written materials.

**8.8 Notices.**

Any written notices to CPA shall be sent to:

Prentice|Long, PC  
Margaret Long  
2240 Court Street  
Redding, CA 96001

Any written notices to City shall be sent to:

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

**8.9 Integration.** This Agreement, including the attachments, represents the entire and integrated agreement between City and CPA and supersedes all prior negotiations representations, or agreements, either written or oral.

**8.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**8.11 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

[signature page to follow]

The parties have executed this Agreement as of the Effective Date.

**CITY**

**CPA**

City of Isleton

Prentice|Long, PC

By: \_\_\_\_\_  
Iva Walton, Chair

By: \_\_\_\_\_  
Margaret E. Long, Partner

**EXHIBIT A**  
**Scope of Work**

The following services shall be provided under this Agreement:

- Provide City Council services as assigned.
- Assist and provide financial guidance to City departments and agencies.
- Assist in Chapter 9 bankruptcy proceedings as necessary.

**Exhibit B**

**COMPENSATION**

City shall compensate CPA as follows:

CPA shall bill the City for all services provided at the hourly rate of \$195.00.

Initially, the hourly rate will be discounted to \$125 for the months of January, 2025 through March, 2025.

Additional services provided for the City by Prentice Long’s clerical staff will be provided at an hourly rate of \$30.00 to \$55.00 depending on the level of services provided. Services will be discussed and approved by city management prior to subcontracting.

In addition to the above, a 2% administrative fee shall be paid based on the amount of monthly fees billed during the month to cover phone, fax and copying charges, in lieu of these being billed separately. This 2% administrative charge shall also include charges such as computerized legal research, postage, or other incidental service fees.

**Reimbursable Costs and Expenses**

- |  |   |
|--|---|
| 1. Travel expenses for trips and appointments  | Best available rate for overnight stays, meals, per diem at City/IRS policies |
| 2. Extraordinary postage or overnight delivery costs when expedited delivery is necessary. | Actual Cost   |

The reimbursable costs and expenses shall be paid by City within thirty (30) days of receipt of an invoice from CPA which includes such costs and/or expenses.