

City of Isleton

City Council Staff Report

DATE: April 26, 2022

ITEM#: 7.D

CATEGORY: Old Business

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION'S OFFICE OF GRANTS AND LOCATION SERVICES (OGALS) PROP 68 PER CAPITA PROGRAM CONTRACT; APPROVE CONTRACTS

SUMMARY

The California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is announcing the allocations for the Per Capita program, funded through the Parks and Water Bond Act of 2018 (Proposition 68).

The two 2018 Parks Bond Act Per Capita Contracts for the CITY OF ISLETON, are:

Contract No.	Project No.	Amount
C9801522	18-34-044	\$177,952.00
C9802229	18-34-045	\$491.00
Total Grant Funds		\$178,443.00

In addition to the above allocation, the CITY OF ISLETON is also receiving \$491.39 in Urban County Per Capita funds. These additional funds are allocated at a rate of \$.61 per capita to cities and districts in urbanized counties (a county with a population of 500,000 or more) providing park and recreation services within jurisdictions of 200,000 or less in population.

Grant Performance Period: July 1, 2018 – June 30, 2024

DISCUSSION

The City Council of the City of Isleton approved Resolution No. 15-19 on August 13, 2019 approving the application for the \$200,000 awarded from the Per Capita Grant Funds Prop 68 for park project.

On January 14, 2020 City Council approved the park projects that staff recommended. However, City staff has been working with an administrative project officer with OGALS and it was recommended that it would be easier for the funds to be used on one park project. Staff is requesting City Council approve the Prop 68 Per Capita Program funds to the Wilson Park Improvements Project. Attached is the design concept and cost estimate for the project. The Wilson Park Improvements Project will offer opportunities for exercise and enjoyment that are available to all. The benefits will provide social interaction for families and the community gathering place.

The City will use the public bid process for the project. The estimated cost and design submitted to OGALS will be reviewed at Public hearings and community design meetings for public input. A contract will be prepared this spring and work is expected for late summer.

FISCAL IMPACT

The City will receive \$178,443.00 for improvements. There is no match. This is a reimbursement grant. As soon as the contract is signed the City can apply for a payment 50% of grant allocation advance to begin project.


RECOMMENDATION

Staff is recommending City Council approve the 2018 Park Bond Act Per Capita Program Contracts C9801522 and C980229.

ATTACHMENTS

1. Grant Allocation Letters
2. Contract C9801522
3. Contract C9802229
4. Project Estimate
5. Design Concept

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





DEPARTMENT OF PARKS AND RECREATION
P.O. Box 942896 • Sacramento, CA 94296-0001
(916) 653-7423

Armando Quintero, Director

April 7, 2022

Charles Bergson
City Manager
City of Isleton
P.O. Box 716
Isleton, CA 95641

Re: 2018 Parks Bond Act Per Capita
Contract Number: C9802229

Dear Charles Bergson:

Enclosed is a contract for the above-referenced program. Please sign and return it within 30 days. We will send you a copy after it is signed by the State. Please remember that any projects funded by this contract must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

If you have any questions, please contact me at (916) 902-8764 or email me at Mary.Baum@parks.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Mary Baum".

Mary Baum
Project Officer

Enclosure(s)

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Isleton

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2038

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Isleton

By _____
(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title City Manager

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9802229	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000070973			PROJECT NO. 18-34-045
AMOUNT ENCUMBERED BY THIS DOCUMENT \$491.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 23	STATUTE 19	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$491.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69803	PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Isleton (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$491, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Isleton
GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____



DEPARTMENT OF PARKS AND RECREATION
P.O. Box 942896 • Sacramento, CA 94296-0001
(916) 653-7423

Armando Quintero, Director

April 7, 2022

Charles Bergson
City Manager
City of Isleton
P.O. Box 716
Isleton, CA 95641

Re: 2018 Parks Bond Act Per Capita
Contract Number: C9801522

Dear Charles Bergson:

Enclosed is a contract for the above-referenced program. Please sign and return it within 30 days. We will send you a copy after it is signed by the State. Please remember that any projects funded by this contract must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

If you have any questions, please contact me at (916) 902-8764 or email me at Mary.Baum@parks.ca.gov.

Sincerely,

Mary Baum
Project Officer

Enclosure(s)

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Isleton

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Isleton

Grantee

By _____
(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title City Manager

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801522	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000070973			PROJECT NO. 18-34-044
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$ 177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Isleton (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Isleton
GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

WILSON REHABILITATION PROJECT

1 Andrus Circle, Isleton, CA 95641

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST	
1	Signage				\$600	
2	Parking Lot					
a	Asphalt Installation - Grade 14,200 S.F. lot in existing grass field, rip and compact soil. import 4" of base rock grade and compact. asphalt Pave 3" parking lot 14,200 S.F. in total with 1/2" HMA	EA	1	\$63,940.00	\$63,940	
b	Parking Striping / ADA				\$2,000	
c	RDA Ramps (1 @ playground)				\$6,000	
3	Ball Field Rehab					
a	Outfield New irrigation lines	EA	1	\$6,000.00	\$6,000	
b	Ditch Witch Rental	EA	1	\$1,000.00	\$1,000	
c	Outfield Reseeding (estimated acres close to 2)	ACRE	2	\$1,000.00	\$2,000	
d	Infield Rehab Clay and Shell DG		1	\$4,080.00	\$4,080	
e	Infield Rehab Clay and Shell DG Installation		1	\$2,000.00	\$2,000	
f	Public Stands/seating - Shade, reseeding, paint	EA	1	\$5,200.00	\$6,623	
g	Concession Stand/New Door and Rollup Door	EA	1	\$1,000.00	\$1,000	
h	Dug Outs - Painting and Mesh for Shading	EA	1	\$1,500.00	\$1,500	
i	Equipment Shed (Re-paint and new door & locks	EA	1	\$1,500.00	\$1,500	
j	Announcer Box Paint	EA	1	\$800.00	\$800	
4	Restroom Rehab					
	Hardie Siding	EA	10	\$39.98	\$400	Completed
	10' X 1 X 4 Trim	EA	10	\$9.71	\$97	Completed
	8' X 1 x 4" Trim	EA	12	\$6.79	\$81	Completed
	Nails	Box	1	\$84.98	\$85	Completed
	Caulk	EA	1	\$30.98	\$31	Completed
	Paint	EA	1	\$155.98	\$156	Completed
	Security Screens	EA	2	\$226.89	\$454	Completed
	Door Knobs and Deadbolts	EA	1	\$49.97	\$50	Completed
	Labor Supervisor	HRS	10	\$36.72	\$367	Completed
	Labor 1 Maintenance Work	HRS	16	\$25.42	\$407	Completed
	Labor 1 Maintenance Work	HRS	16	\$24.01	\$384	Completed
4a	New Bathroom ADA Amenities	EACH	1	\$2,500.00	\$2,500.00	
5	Parking Lot and Park Lighting and Installation				\$10,000.00	

WILSON REHABILITATION PROJECT

1 Andrus Circle, Isleton, CA 95641

ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
6	Park Area Rehabilitation and Amenities				
a	DG installation				\$8,000
b	Irrigation				\$2,000
c	Water Fountain				\$4,500
d	Gazebo 20'W x 18'L				\$12,000
e	Fit Stations				\$5,000
f	Benches				\$800
g	Picnic Tables				\$1,500
h	Barbeque Pits				\$1,500
i	Basketball Court 35'W x 50'L				\$12,000
j	Basketball Court benches/stands and shading				\$7,200
k	Putting Green Grass (Grass and Installation)				\$3,500
l	Reseeding Park				\$500
7	LANDSCAPING				
a	Irrigation	LS	1	\$1,800.00	\$1,800
b	Chinese Elm Tree (includes delivery) 5 Gal	EA	7	\$300.00	\$2,100
c	Japanese Maple 5 Gal	EA	6	\$125.00	\$750
d	Shrubs 15 gallon	EA	26	\$38.00	\$988
e	Landscape Bulk Mulch (10 cu. Yd.)	Cu. Yd.	10	\$25.00	\$250
	TOTAL				\$178,443

estimated

Wilson Park Improvements Site Plan (ALL NEW AND IMPROVED WILL BE ADA ACCESSIBLE)

1. Signage
2. Parking Lot Rehabilitation
3. Ball Field Rehabilitation
4. Restroom Rehabilitation
5. Install New Lights
6. Park Rehabilitation and New Amenities
7. New Trees and Landscaping

NOT TO SCALE



March 2022

City of Isleton

City Council Staff Report

DATE: April 26, 2022

ITEM# 7.E

CATEGORY: New Business

CC RESOLUTION 13-22 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017; ADOPTION

SUMMARY

Senate Bill 1 (SB 1), the Road Maintenance Repair and Accountability (RMRA) Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the transportation funding shortfalls statewide. The City of Isleton in Sacramento County, will receive an estimated \$18,965.00 in RMRA funding in Fiscal Year 2022-2023 from SB 1.

DISCUSSION

City Council to adopt Resolution 13-22 Adopting a List of Projects for Fiscal Year 2022-2023 funded by SB 1 the Road Repair and Accountability Act of 2017:

The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2022-2023 Road Maintenance and Rehabilitation Account revenues:

Description	Location	Estimated Useful Life	Anticipated Start Date	Anticipated End Date
Remove and replace five(5) Speed Bumps	Andrus Circle (2) Delta Ave (1) F Street (2)	30	06/01/2022	08/01/2022

The following previously proposed and adopted projects may also utilize Fiscal Year 2022-2023 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Isleton in Sacramento County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Description	Location	Estimated Useful Life	Anticipated Start Date	Anticipated End Date
Caltrans Highway Safety Improvement Plan	Hwy 160	30 years	2021	2022
Street Name Signs	Citywide	10-20 Years	2021	2021
Grind & Overlay 561'x34' (5882 ft. are in county) 3 manholes	Jackson Blvd. From 2 nd Street to 4 th Street	15-20 Years	2020	2022
Grind & Overlay 561'x34' (5882 ft. are in county) 3 manholes	Jackson Blvd. From 4 th Street to 6 th Street	15-20 Years	2020	2022

Full Depth Reclamation	Everything West of Delta Avenue: Delta Ave, 3 rd & 4 th Ave, Miner Ct Georgiana Court Andrus Circle	15-20 Years	2022	2022
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Review of the City's RMRA budget is done annually.

FISCAL IMPACT

The City will maintain its SB1 eligibility and for other state transportation funding. The City accountant reports a total amount of funds received since inception of SB1 is \$51,161.03. The total amount funds used for street maintenance is \$5,400 for street signs and striping.

The City will use SB1 funds for five speed bumps will cost an estimated \$15,000 for FY 2022-2023 as a new project. The City will also use SB1 funds for the 10% match estimated \$7,476 for the Caltrans Local Road and Safety Plan which was submitted as a SB1 project FY 2021-2022.

RECOMMENDATION

City Council approve Resolution 13-22 Adopting a List of Projects for Fiscal Year 2022-2023 Funded By SB 1 the Road Repair and Accountability Act of 2017

ATTACHMENT:

- A. Resolution 13-22 Adopting a List of Projects for Fiscal Year 2022-2023 Funded By SB 1 the Road Repair and Accountability Act of 2017
- B. Local Streets and Roads – Projected Revenues

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

RESOLUTION NO. 13-22

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Isleton/Sacramento are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the Isleton/Sacramento must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Isleton/Sacramento, will receive an estimated \$18,965 in RMRA funding in Fiscal Year 2022-2023 from SB 1; and

WHEREAS, this is the 6th year in which the Isleton/Sacramento is receiving SB 1 funding and will enable the Isleton/Sacramento to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Isleton/Sacramento has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the Isleton/Sacramento used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the Isleton/Sacramento maintain and rehabilitate 2 streets/roads and add active transportation infrastructure throughout the Isleton/Sacramento this year and 2023 of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the Isleton/Sacramento streets and roads are in an "poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the Isleton/Sacramento, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2022-2023 Road Maintenance and Rehabilitation Account revenues:

Description	Location	Estimated Useful Life	Anticipated Start Date	Anticipated End Date
Remove and replace five(5) Speed Bumps	Andrus Circle (2) Delta Ave (1) F Street (2)	30	06/01/2022	08/01/2022

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2022-2023 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the Isleton/Sacramento is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Description	Location	Estimated Useful Life	Anticipated Start Date	Anticipated End Date
Caltrans Highway Safety Improvement Plan	Hwy 160	30 years	2021	2022
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Grind & Overlay 561'x34' (5882 ft. are in county) 3 manholes	Jackson Blvd. From 2 nd Street to 4 th Street	15-20 Years	2020	2022
Grind & Overlay 561'x34' (5882 ft. are in county) 3 manholes	Jackson Blvd. From 4 th Street to 6 th Street	15-20 Years	2020	2022
Full Depth Reclamation	Everything West of Delta Avenue: Delta Ave, 3 rd & 4 th Ave, Miner Ct Georgiana Court Andrus Circle	15-20 Years	2021	2021

PASSED AND ADOPTED by the Board of City Council of the City of Isleton in Sacramento County, State of California this 26th day of April, 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Eric Pene, Mayor

ATTEST:

Yvonne Zepeda, Deputy City Clerk

Local Streets and Roads - Projected Revenues

Estimated January 2022

	2021-22		2022-23		TOTAL
	Hwy Users Tax Account	Road Mntrc Rehab Acct	Hwy Users Tax Account	Road Mntrc Rehab Acct	
PALM SPRINGS	1,251,959	989,105	1,394,632	1,088,536	2,483,168
PERRIS	2,064,966	1,635,811	2,300,923	1,800,254	4,101,177
RANCHO MIRAGE	497,399	389,374	553,564	428,517	982,081
RIVERSIDE	8,443,629	6,717,105	9,412,537	7,392,354	16,804,892
SAN JACINTO	1,344,816	1,061,909	1,497,991	1,168,660	2,666,651
TEMECULA	2,945,795	2,335,769	3,282,718	2,570,577	5,853,294
WILDOMAR	972,793	766,632	1,083,376	843,699	1,927,075
County of Riverside	50,310,952	37,631,490	56,069,577	41,414,467	97,484,044
Total Cities & County: Riverside	104,380,966	80,460,069	104,380,966	80,460,069	184,841,035
SACRAMENTO COUNTY					
CITRUS HEIGHTS	2,317,835	1,818,785	2,582,341	2,001,622	4,583,963
ELK GROVE	4,691,561	3,689,393	5,228,111	4,060,276	9,288,387
FOLSOM	2,173,219	1,704,701	2,421,134	1,876,069	4,297,203
GALT	696,492	540,928	775,160	595,305	1,370,465
ISLETON	27,645	17,233	30,151	18,965	49,116
RANCHO CORDOVA	2,103,877	1,649,999	2,343,837	1,815,868	4,159,706
SACRAMENTO	13,564,128	10,680,876	15,117,452	11,754,592	26,872,043
County of Sacramento	35,205,374	26,608,109	39,248,230	29,282,939	68,531,169
Total Cities & County: Sacramento	60,780,131	46,710,024	60,780,131	46,710,024	107,490,155
SAN BENITO COUNTY					
HOLLISTER	1,080,112	857,207	1,203,173	943,380	2,146,553
SAN JUAN BAUTISTA	61,377	44,553	67,772	49,031	116,804
County of San Benito	2,447,899	2,245,556	2,734,343	2,471,294	5,205,637
Total Cities & County: San Benito	3,589,388	3,147,316	3,589,388	3,147,316	6,736,704

City of Isleton

Special City Council
Staff Report

DATE: April 26, 2022

ITEM#: 7.F

CATEGORY: Old Business

CITY OF ISLETON RETIREMENT 401K PLAN FOR CITY EMPLOYEES

SUBJECT

The City's payroll operator has offered an employee retirement program using the "Employer 401(k) plan". Council is being provided information on an employee retirement program.

SUMMARY

A 401 (k) plan is an alternative plan offering a retirement program for employees that can be engaged by the employee with or without an employer contribution. A 401(k) plan is an employer-sponsored defined -contribution pension account defined in subsection 401 (k) of the Internal Revenue Code. Employee funding comes directly off the employee's paycheck, and may be matched by the employer.

The City has discussed offering an amount, outright or matching, to facilitate an employee retirement system. The contributory amount will be presented in the upcoming FY 2022-23 budget and after the Finance Subcommittee review.

FISCAL IMPACT

Beyond the initial starting fee of \$2,000, there is no fiscal impact associated with this report. The amount placed in the program is selected by the employee. Fiscal impact on the City will be provided after review by the Council Finance Subcommittee on an a proposed city-contributory amount .

RECOMMENDATION

Staff is providing information on a 401(k) retirement plan for city staff.

Reviewed by: Charles Bergson, City Manager



Submitted and prepared by: Yvonne Zepeda, City Clerk _____

City of Isleton

City Council Staff Report

DATE: April 26, 2022

ITEM#: 8.A

CATEGORY: New Business

ANNUAL PROGRESS REPORTS 2018-21 GENERAL PLAN HOUSING ELEMENT

SUMMARY

California Government Code Section 65400 ("Section 65400") requires cities and counties to submit an Annual Progress Report (APR) to the State each year. The Code requires the City Council to conduct public review of the report, consider public comments, and approve the report prior to submittal. APRs must be submitted to two State agencies: the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The APRs describe each jurisdiction's progress in implementing the housing elements of their General Plans and shows the City's accomplishments toward meeting its Regional Housing Needs Allocation (RHNA)¹. Filing these reports also qualifies the City for various State grants, such as the Housing Related Parks (HRP) program and Building Homes and Jobs Act funds.

The RHNA is a State guideline/objective directed to local governments to help improve housing production to accommodate various family income levels based on local housing needs/characteristics. However, since the City is not a housing developer, the City is not obligated to produce these units.

Since the City has never filed these reports, we prepared all required reports from 2018 to 2021 to bring the City up to date. These reports, which are electronically formatted for filing on-line with HCD provides an update on the City's progress in implementing the Housing Element. The reports describe the City's accomplishments through the end of calendar years. They also can help track and plan to meet certain City housing objectives and follow through with the many programs.

DISCUSSION

Each annual report has a variety tables with required information regarding whether dwelling unit production resulted in income levels of housing, such as very-low, low, moderate, or above moderate income housing units. The most important part of the report is Table D which lists all programs and accomplishments from the housing elements. Complete reports of each year are available for review electronically upon request of staff.

Two housing elements are recognized in the reports; 2013-2021 and 2021-29. The more critical APR is for the year 2021 which shows accomplishments from the recently adopted 2021-29 Housing Element (September, 2021). Between 2018 and 2021, only five market-rate dwelling units were constructed in Isleton; all completed in 2018. These were the remaining townhouse

¹ RHNA (Regional Housing Needs Allocation) The Regional Housing Needs Assessment (RHNA) is mandated by State Housing Law as part of the periodic process of updating local housing elements of the General Plan. It includes housing production objectives according to income level for each jurisdiction.

units on Joseph Place. These units are selling in excess of \$500,000 and are considered above moderate income housing units. For the current 6th Housing Cycle (2021-29) a few programs have been achieved, such as establishing the Rental Housing Inspection Program (under the most recently updated Housing Element).

Although the City has experienced very limited housing production in the recent past, there have been significant accomplishments made in the last year to improve housing production opportunities, such as update of the Housing Element. Other efforts being made to reduce constraints to housing production in the City include preparing sewer and drainage master plans and conducting a comprehensive update of the General Plan. Other programs identified in the Housing Element that the City needs to be looking at for future implementation include updating the City's Website for housing concerns, such as information on accessory dwelling units, resources for housing rehabilitation, and fair housing choice. The most significant housing program identified in the Housing Element is the Zoning Code Update scheduled for 2023, which should bring the City into compliance with a number of more recent housing laws, such as accessory dwellings, density bonus, reasonable accommodation, to name a few.

As the City files future Annual Progress Reports, Table 1 below will need to be updated and monitored to see progress over this 8-year housing planning period through 2029 (from the 2021-29 Housing Element).

Table 0. Quantified Objectives for the 2021-29 Planning Period (2021)

Income Level	New Construction/ RIINA	Rehab	Cons/ Pres	Totals	Completed to Date
Extremely Low-Income	0	1	1	1	0
Very Low-Income	1	2	1	4	0
Low-Income	1	2	2	5	0
Moderate-Income	3	1	2	6	0
Above-Moderate	5	0	0	5	0
Total	10	6	6	21	0

FISCAL IMPACT

There is no fiscal impact associated with this review and action.

RECOMMENDATION

Open this item up for public review and comment and then approve submittal of reports to the State.

ATTACHMENTS

Tables D for 2018 to 2021 APRs

Submitted by: Charles Bergson, City Manager



Copy To: Planning Commission

City of Isleton
2018-21 Annual Progress Reports
Tables D
Attachment to City Council Staff Report

Jurisdiction	Isleton			
Reporting Year	2021		(Jan. 1 - Dec. 31)	
Table D				
Program Implementation Status pursuant to GC Section 65583				
Housing Programs Progress Report				
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.				
1	2	3	4	
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation	
Maintain Sites Inventory	Objective	Annual site inventory of site availability	Ongoing	
Coordinate with Local and Regional Partners for Affordable Housing	The City work with local and regional agencies (e.g., SACOG, Sacramento Housing and Redevelopment Agency, non-profit and for-profit developers) to pursue grant funding and/or technical assistance to facilitate affordable housing development for lower-income households, including extremely low-income households.	Ongoing	Ongoing	

<p>Collaboration with Affordable Housing Providers</p>	<p>Continue to seek out affordable housing partners. Initiate one-on-one discussions about how to access funding and support such providers</p>	<p>Annually</p>	<p>Ongoing</p>
<p>Purse State and Federal Funding</p>	<p>Actively pursue appropriate federal and state funding sources, including HOME, CDBG, AHSC, and CalHome funds, to support the efforts of nonprofit and for-profit developers to meet new construction and rehabilitation needs of extremely low-, very low-, low-, and moderate-income households.</p>	<p>Ongoing</p>	<p>Ongoing</p>
<p>Homebuyer Assistance</p>	<p>Alert residents to assist low-income and first time homebuyers by linking to the Sacramento Housing and Redevelopment Agency's Homebuyer Resources and weekly funding updates via the City's website.</p>	<p>Annually</p>	<p>Ongoing</p>
<p>Code Enforcement</p>	<p>The City will pursue funding or technical assistance to continue to implement a Code Enforcement program operating primarily on a complaint basis.</p>	<p>Ongoing</p>	<p>Ongoing</p>

<p>Zoning Code Amendments</p>	<p>Make the necessary Zoning Code amendments to maintain internal consistency and comply with State law requirements for housing</p>	<p>GP update adopted 2022, zoning code amendments to follow (estimated 2023 adoption)</p>	<p>To prepare and adopt Zoning Code Amendments in 2023 subject to available resources</p>
<p>General Plan Update</p>	<p>Update the 2000 General Plan, including analysis of the “disadvantaged community” state designation, new environmental justice policies, and the potential ways to address associated challenges.</p>	<p>2022</p>	<p>Completed as part of the Housing Element Update</p>
<p>Update Enforcement Provisions</p>	<p>Update enforcement provisions of municipal code to require administrative citations to include a list of potential resources available to property owners to correct violations.</p>	<p>Estimated 2023</p>	<p>Rental Housing Inspection Program established in 2021 and is active with code enforcement staff hired and several rental units undergoing enforcement process</p>
<p>Address Housing Opportunities and Constraints</p>	<p>Evaluate the municipal code to determine what standards may need revision in order to encourage housing production, especially in areas with the lowest base flood elevations.</p>	<p>Annually</p>	<p>Ongoing</p>

<p>Update Fee Schedule</p>	<p>Conduct a study and develop a new fee schedule for both single-family and multi-family development that reflects the cost of processing development applications and providing services to new development.</p>	<p>After zoning code update. Expected 2025</p>	<p>Pending</p>
<p>Assist Development Community in Affordable Housing Projects</p>	<p>Contact and encourage non-profit and for-profit developers and agencies that have had success in constructing housing for extremely low, very low, and low income households within Isleton's housing market area to consider new projects in Isleton</p>	<p>Annually</p>	<p>Ongoing</p>
<p>Affirmatively Further Fair Housing</p>	<p>Administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.</p>	<p>Ongoing</p>	<p>Ongoing</p>

<p>Regional Fair Housing, Mobility Enhancement, and Place-Based Access</p>	<p>Implement solutions developed in the Regional Analysis of Impediments to Fair Housing Choice (AI) to mitigate and/or remove fair housing impediments and enhance mobility, including through coordination with Sacramento County, SACOG, and other regional non-profits.</p>	<p>Provide resources on website by 2023</p>	<p>To complete subject to resource availability</p>
<p>Disseminate Fair Housing Information</p>	<p>Display fair housing information from the HCD and State Fair Employment and Housing Commission's enforcement program at City offices and provide links on its website to these entities and their fair housing discrimination references, contacts, and compliance procedures</p>	<p>Initial website update before January 2022; ongoing.</p>	<p>Pending for 2022</p>
<p>Resources for Fair Housing</p>	<p>Serve as the local contact point for fair housing complaints and refer interested persons to the California Department of Fair Employment and Housing (DFEH) and the U.S. Department of Housing and Urban Development (for federally subsidized units) as complaints are received.</p>	<p>Ongoing</p>	<p>Ongoing</p>

<p>Housing Transparency</p>	<p>Update the City website to include all development and impact fees, resources for homebuyers and special needs populations, and other housing-related resources as applicable.</p>	<p>2022</p>	<p>Pending for 2022</p>
<p>Density Bonus Compliance</p>	<p>Ensure the City's current density bonus is compliant with current state law.</p>	<p>Annual Updates</p>	<p>To be completed as part of the Zoning Ordinance Update in 2023 subject to resource availability</p>
<p>Adopt ADU Ordinance.</p>	<p>Adopt an accessory dwelling unit ordinance in compliance with the California ADU statute and ensure ongoing compliance with state law.</p>	<p>2023</p>	<p>To be completed as part of the Zoning Ordinance Update in 2023 subject to resource availability</p>
<p>Incentivize Accessory Dwelling Units Above Base Flood Elevation.</p>	<p>Develop a program or update the municipal code to promote ADU development prioritizing very low-, low-, and moderate-income households, with a focus on ADUs above garages or utilizing other techniques to stay above base flood elevation</p>	<p>2023-2024</p>	<p>Pending</p>
<p>Assistance for Special Needs Populations.</p>	<p>Engage with housing advocates, encourage housing providers to designate a portion of new affordable housing developments for special needs populations, and pursue funding sources</p>	<p>Website updates by March 2022</p>	<p>Pending</p>

	designed for housing needs of special needs populations		
Reasonable Accommodation	Continue to provide reasonable accommodations through a formal procedure by reviewing and approving requests for modifications to building or zoning requirements in order to ensure accommodations for persons with disabilities.	Ongoing	Ongoing
Coordination with Alta California Regional Center	Coordinate with the Alta California Regional Center to better serve the housing needs of residents with developmental disabilities.	Ongoing	Ongoing
Housing Rehabilitation	To conserve existing housing stock that currently needs substantial rehabilitation, review the Housing Stock Inventory to assess potential rehabilitation needs, identify potential loan applicants, and initiate a program to serve those needs	2024	Pending

Municipal Code Review	Review historic preservation ordinance and multi-family zoning provisions for consistency with General Plan policies; incorporate updates as needed	Annually	Ongoing
Improve Sewer Capacity	Continue to work to improve the sewer system to ensure adequate capacity is available to serve existing and future development. Monitor sewer issues in the city	Completion of sewer study, 2024	Pending
Affordable Housing Prioritized for Sewer	Establish written policies and procedures that grant priority for sewer to proposed development that includes housing affordable to lower-income households	2023	Pending
Local, State, and Federal Funding for Infrastructure	Pursue funding for infrastructure that will support infill properties that can be used for residential development	Ongoing	Ongoing
Coordinate to Improve Flood Protection	Coordinate with other agencies and the private sector to seek funding and technical assistance to repair and improve the Sacramento River levee and the Slough levee around the City in an effort to achieve FEMA/National Flood	Long-term	Ongoing and pending

	Insurance Program approval status.		
Broadband and Cellular Funding	Pursue funding for infrastructure that will attract broadband projects to achieve goal-minimum download speeds of 100 Mbps and cellular coverage throughout the City	Ongoing	Ongoing
Encourage Participation in Energy Efficiency Programs	Work with PG&E to encourage existing residents to participate in energy efficiency retrofit and weatherization programs.	Ongoing	Ongoing
Enforce Standards for Energy Efficiency	Require all new construction to demonstrate compliance with Title 24 mandates during the planning and design process using energy efficiency calculations approved by the State.	Ongoing	Ongoing

Jurisdiction	Isleton		
Reporting Year	2020	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Maintain Sites Inventory	Maintain an updated map of sites available for low and low-moderate income housing, plus information on ownership, availability of utility services, density of development allowed by the General Plan, density bonuses or equivalent incentives available to prospective developers, applicable fees, and procedures involved in the City's development review and entitlement process.	Annual site inventory of site availability	Ongoing

<p>Reach Out to Development Community</p>	<p>The City will contact and encourage non-profit and for-profit developers and agencies that have had success in constructing housing for extremely low, very low, and low income households within Isleton's housing market area to consider new projects in Isleton.</p>	<p>Outreach will be conducted annually.</p>	<p>Ongoing</p>
<p>Coordinate with Local and Regional Partners for Affordable Housing</p>	<p>The City work with local and regional agencies (e.g., SACOG, Sacramento Housing and Redevelopment Agency, non-profit and for-profit developers) to pursue grant funding and/or technical assistance to facilitate affordable housing development for lower-income households, including extremely low-income households.</p>	<p>Ongoing</p>	<p>Ongoing</p>
<p>Code Enforcement</p>	<p>The City will seek funding or technical assistance to continue to implement a Code Enforcement program</p>	<p>Initiate search for technical assistance by December 2014</p>	<p>While the City continues to need additional support, the City is committed to stepping up its enforcement and recently adopted a habitability ordinance that</p>

	operating primarily on a complaint basis.		requires inspection of rental properties.
Seek Funding for Housing Rehabilitation	Seek technical assistance from Sacramento County, SACOG, local non-profits and/or volunteers to apply for CDBG, HOME, and/or other State and Federal funding for the purpose of establishing a rehabilitation loan and/or grant program to rehabilitate deteriorating owner-occupied and rental housing.	Initiate search for technical assistance by July 2014, and annually thereafter	Ongoing
Disseminate Fair Housing Information	Obtain information on fair housing laws from the Department of Housing and Community Development and State Fair Employment and Housing Commission's enforcement program and make it available at City Hall and other community facilities.	Annually beginning July 2014	Ongoing

<p>Coordination with Alta California Regional Center</p>	<p>Coordinate with the Alta California Regional Center to better serve the housing needs of residents with developmental disabilities.</p>	<p>Initiate coordination by December 2015</p>	<p>Ongoing</p>
<p>Zoning Code Amendments</p>	<p>Make the necessary Zoning Code amendments to maintain internal consistency and comply with State law requirements for housing</p>	<p>Adopt amendments for emergency shelters and transitional housing by January 2014.</p>	<p>Not completed</p>
<p>Update Density Bonus Ordinance</p>	<p>Update the density bonus provisions of the Zoning Ordinance consistent with State law (California Government Code Section 65915).</p>	<p>December, 2015</p>	<p>Completed. City updated this requirement in 2015.</p>
<p>Improve Sewer Capacity</p>	<p>Improve the sewer system to ensure adequate capacity is available to serve existing and future development.</p>	<p>Ongoing work to improve the sewer system. Evaluation of the strategy in 2017.</p>	<p>The City has been tracking an ongoing levee integrity study that may produce some implementable next steps for Isleton to address floodplain issues.</p>

<p>Coordinate to Improve Flood Protection</p>	<p>Coordinate with other agencies and the private sector to seek funding and technical assistance to repair and improve the Sacramento River levee and the Slough levee around the City in an effort to achieve FEMA/National Flood Insurance Program approval status.</p>	<p>Ongoing coordination. Evaluation of flood risk in 2017.</p>	<p>The City has been tracking an ongoing levee integrity study that may produce some implementable next steps for Isleton to address floodplain issues. Regardless, floodplain issues continue to be a constraint to housing development in Isleton and this program is still relevant.</p>
<p>Monitor the PUD Procedure</p>	<p>Monitor the use of Planned Unit Development (PUD) procedures for multi-family projects involving 10 or more units to ensure that it does not become a constraint to the development of multi-family housing, does not force the creation of higher cost housing at the expense of low-income households, and results in innovative housing types that increase affordability.</p>	<p>As development occurs</p>	<p>Completed. The City overhauled its PUD procedures during its 2015 zoning ordinance update, which included much more flexibilities which allows for affordability of housing considerations to be taken into effect to a much greater degree</p>

<p>Update Fee Schedule</p>	<p>Conduct a study and develop a new fee schedule for both single-family and multi-family development that reflects the cost of processing development applications and providing services to new development.</p>	<p>July, 2016</p>	<p>Not completed</p>
<p>Encourage Participation in Energy Efficiency Programs</p>	<p>Enforce State construction standards for new housing when applications are filed with the City for building permits to ensure new development meets energy efficiency standards.</p>	<p>Adopt 2013 California Building Code by January 2014.</p>	<p>Ongoing</p>

Jurisdiction	Isleton		
Reporting Year	2019	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
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Name of Program Maintain Sites Inventory	Objective Maintain an updated map of sites available for low and low-moderate income housing, plus information on ownership, availability of utility services, density of development allowed by the General Plan, density bonuses or equivalent incentives available to prospective developers, applicable fees, and procedures involved in the City's development review and entitlement process.	Timeframe in H.E Annual site inventory of site availability	Status of Program Implementation Ongoing

<p>Reach Out to Development Community</p>	<p>The City will contact and encourage non-profit and for-profit developers and agencies that have had success in constructing housing for extremely low, very low, and low income households within Isleton's housing market area to consider new projects in Isleton.</p>	<p>Outreach will be conducted annually.</p>	<p>Ongoing</p>
<p>Coordinate with Local and Regional Partners for Affordable Housing</p>	<p>Work with local and regional agencies (e.g., SACOG, Sacramento Housing and Redevelopment Agency, non-profit and for-profit developers) to pursue grant funding and/or technical assistance to facilitate affordable housing development for lower-income households, including extremely low-income households.</p>	<p>Ongoing</p>	<p>Ongoing</p>
<p>Code Enforcement</p>	<p>shall seek funding or technical assistance to continue to implement a Code Enforcement program operating</p>	<p>Initiate search for technical assistance by December 2014</p>	<p>While the City continues to need additional support, the City is committed to stepping up its enforcement and recently adopted a habitability ordinance that</p>

	primarily on a complaint basis.		requires inspection of rental properties.
Seek Funding for Housing Rehabilitation	Seek technical assistance from Sacramento County, SACOG, local non-profits and/or volunteers to apply for CDBG, HOME, and/or other State and Federal funding for the purpose of establishing a rehabilitation loan and/or grant program to rehabilitate deteriorating owner-occupied and rental housing.	Initiate search for technical assistance by July 2014, and annually thereafter	Ongoing
Disseminate Fair Housing Information	Obtain information on fair housing laws from the Department of Housing and Community Development and State Fair Employment and Housing Commission's enforcement program and make it available at City Hall and other community facilities.	Annually beginning July 2014	Ongoing

<p>Coordination with Alta California Regional Center</p>	<p>Coordinate with the Alta California Regional Center to better serve the housing needs of residents with developmental disabilities.</p>	<p>Initiate coordination by December 2015</p>	<p>Ongoing</p>
<p>Zoning Code Amendments</p>	<p>Make the necessary Zoning Code amendments to maintain internal consistency and comply with State law requirements for housing</p>	<p>Adopt amendments for emergency shelters and transitional housing by January 2014.</p>	<p>Not completed</p>
<p>Update Density Bonus Ordinance</p>	<p>Update the density bonus provisions of the Zoning Ordinance consistent with State law (California Government Code Section 65915).</p>	<p>December, 2015</p>	<p>Completed. City updated this requirement in 2015.</p>
<p>Improve Sewer Capacity</p>	<p>Improve the sewer system to ensure adequate capacity is available to serve existing and future development.</p>	<p>Ongoing work to improve the sewer system. Evaluation of the strategy in 2017.</p>	<p>The City has been tracking an ongoing levee integrity study that may produce some implementable next steps for Isleton to address floodplain issues.</p>

<p>Coordinate to Improve Flood Protection</p>	<p>Coordinate with other agencies and the private sector to seek funding and technical assistance to repair and improve the Sacramento River levee and the Slough levee around the City in an effort to achieve FEMA/National Flood Insurance Program approval status.</p>	<p>Ongoing coordination. Evaluation of flood risk in 2017.</p>	<p>The City has been tracking an ongoing levee integrity study that may produce some implementable next steps for Isleton to address floodplain issues. Regardless, floodplain issues continue to be a constraint to housing development in Isleton and this program is still relevant.</p>
<p>Monitor the PUD Procedure</p>	<p>Monitor the use of Planned Unit Development (PUD) procedures for multi-family projects involving 10 or more units to ensure that it does not become a constraint to the development of multi-family housing, does not force the creation of higher cost housing at the expense of low-income households, and results in innovative housing types that increase affordability.</p>	<p>As development occurs</p>	<p>Completed. The City overhauled its PUD procedures during its 2015 zoning ordinance update, which included much more flexibilities which allows for affordability of housing considerations to be taken into effect to a much greater degree</p>

<p>Update Fee Schedule</p>	<p>Conduct a study and develop a new fee schedule for both single-family and multi-family development that reflects the cost of processing development applications and providing services to new development.</p>	<p>July, 2016</p>	<p>Not completed</p>
<p>Encourage Participation in Energy Efficiency Programs</p>	<p>Enforce State construction standards for new housing when applications are filed with the City for building permits to ensure new development meets energy efficiency standards.</p>	<p>Adopt 2013 California Building Code by January 2014.</p>	<p>Ongoing</p>

<p>Reach Out to Development Community</p>	<p>The City will contact and encourage non-profit and for-profit developers and agencies that have had success in constructing housing for extremely low, very low, and low income households within Isleton's housing market area to consider new projects in Isleton.</p>	<p>Outreach will be conducted annually.</p>	<p>Ongoing</p>
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<p>Code Enforcement</p>	<p>shall seek funding or technical assistance to continue to implement a Code Enforcement program operating</p>	<p>Initiate search for technical assistance by December 2014</p>	<p>While the City continues to need additional support, the City is committed to stepping up its enforcement and recently adopted a habitability ordinance that</p>

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<p>Disseminate Fair Housing Information</p>	<p>Obtain information on fair housing laws from the Department of Housing and Community Development and State Fair Employment and Housing Commission's enforcement program and make it available at City Hall and other community facilities.</p>	<p>Annually beginning July 2014</p>	<p>Ongoing</p>

<p>Coordination with Alta California Regional Center</p>	<p>Coordinate with the Alta California Regional Center to better serve the housing needs of residents with developmental disabilities.</p>	<p>Initiate coordination by December 2015</p>	<p>Ongoing</p>
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<p>Update Fee Schedule</p>	<p>Conduct a study and develop a new fee schedule for both single-family and multi-family development that reflects the cost of processing development applications and providing services to new development.</p>	<p>July, 2016</p>	<p>Not completed</p>
<p>Encourage Participation in Energy Efficiency Programs</p>	<p>Enforce State construction standards for new housing when applications are filed with the City for building permits to ensure new development meets energy efficiency standards.</p>	<p>Adopt 2013 California Building Code by January 2014.</p>	<p>Ongoing</p>

City of Isleton

City Council Staff Report

DATE: April 26, 2022

ITEM#: 8.B

CATEGORY: New Business

CONDITIONAL USE PERMIT APPLICATION CUP 01-22 AND DEVELOPMENT AGREEMENT DA 2022-01, 402 JACKSON BLVD, WTO ESSENTIALS, INC., APPLICANT

SUMMARY

WTO Essentials, Inc. dba Friendly Farms (Charles Smith and Darrin Gatto, Owners), have submitted an application for a conditional use permit ("CUP") to occupy a 4,200 square foot section of an existing 6,800 square foot commercial building located at 402 Jackson Boulevard to operate a cannabis manufacturing and distribution business. The property is owned by Delta Boyz Enterprises, LLC, who has a lease agreement with applicant. The remaining 2,600 square foot portion of the building (Building Unit 1) is being used by Delta Agricultural Holdings, LLC, as another cannabis manufacturing and distribution business (previously approved by the City in 2019 under Conditional Use Permit CUP 10-18 and Development Agreement DA 2018-08).

The City's regulations and state law require that the City Council consider both the conditional use permit and the ordinance only after conducting a public hearing. Therefore, if the Council wishes to consider this project, a public hearing to review the conditional use permit and conduct a first reading of the ordinance is required to approve the application for the conditional use permit and adopt the ordinance approving the development agreement.

DISCUSSION

Conditional Use Permit: City regulations require a conditional use permit for any commercial cannabis facilities operating within the City, such as the operations proposed by the Applicant. The City has the authority to require the operations to meet various performance standards through the conditional use permit. The City's regulations further require Planning Commission and City Council approval of applications for conditional use permits. The applicant has submitted Cannabis Conditional Use Permit CUP 2022-01 for consideration by the City.

Development Agreement: City regulations require a development agreement for commercial cannabis operations such as those proposed by the Applicant. Furthermore, an approved development agreement is one of the conditions contained in the conditional use permit. The applicant submitted Development Agreement DA 2022-01 for consideration by the City. The City's regulations further require Planning Commission and City Council approval of development agreement.

Planning Commission Review: The Planning Commission reviewed the planning applications on April 6, 2022, and continued due to lack of some information in the staff report. The Commission, then, at the continued public hearing on April 13, 2022, adopted Resolution PC 01-

22, recommending that the City Council approve the planning applications. Attachment C consists to the entire Planning Commission staff report for both the Conditional Use Permit and Development Agreement which provides a more complete project description and analysis of the project. Attachment D consist of the Resolution of the Planning Commission. Specific comments made by various commissioners included the impact the project could have on nearby residents, such as lighting glare from new exterior lighting, parking and traffic impacts. Attachment E includes a statement from the applicant addressing some of these concerns.

Environmental Determination: The project qualifies as categorically exempt from the California Environmental Quality Act (CEQA) Guidelines under Section 15301 for Existing Facilities. Similar to other commercial cannabis projects in the City, this project is not expected to result in any significant adverse environmental impacts, such as traffic, air quality, or biology, since the project is a re-occupancy of an existing building and the proposed use is not expected to increase impacts as compared to current and previous industrial and commercial of the building and grounds. The Planning Commission has concurred with this determination. Prior to approving the project, the Council will need to concur with this determination of environmental exemption.

FISCAL IMPACT

There is no fiscal impact associated with this review and action.

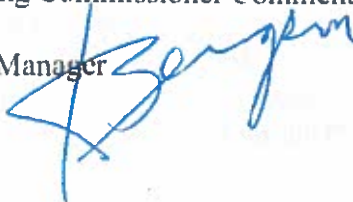
RECOMMENDATION

1. Adopt City Council Resolution 14-22 approving Conditional Use Permit Application CUP 01-22 (Attachment A); and
2. Conduct First Reading in title only of Ordinance 2022-004 approving Development Agreement DA 2022-01 (Attachment B).
3. Direct Staff to agendize second reading of ordinance for the next regular meeting of the City Council for May 10, 2022.

ATTACHMENTS

- A. City Council Resolution 2022-14-22 Approving Use Permit CUP 01-22
- B. Ordinance 2022-004 Adopting Development Agreement DA 2022-01
- C. Planning Commission Staff Report
- D. Planning Commission Resolution PC 01-22
- E. Applicants Response to Planning Commissioner Comments

Submitted by: Charles Bergson, City Manager



**Attachment A
RESOLUTION 14-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON
APPROVING CONDITIONAL USE PERMIT CUP 01-22**

The City Council of the City of Isleton hereby finds as follows:

WHEREAS, on June of 2018, the City Council adopted Ordinances 2018-02, 03, and 08 which provide standards to regulate the use of land for commercial cannabis activities within the City of Isleton; and

WHEREAS, on January 3, 2022, WTO Essentials, INC., submitted an application for Conditional Use Permit CUP 01-22 ("WTO Essentials, INC., Application") and proposed Development Agreement DA 2022-01 for cannabis manufacturing and distribution at 402 Jackson Blvd., Unit 2, Isleton, California ("Project"); and

WHEREAS, the WTO Essentials, INC., Application was submitted, in accordance with the municipal code, for 1) manufacturing (Type 7) and 2) distribution (Type 11) at 402 Jackson Boulevard, Unit 2, Isleton, CA, owned by Delta Boyz Enterprises, LLC, APN# 157-0073-031 ("Project"); and

WHEREAS, in accordance with Section 2307 of Ordinance 2018-08, the Project location, size, and other development standards of the Project are consistent with state law and Chapter 23 of the Municipal Code; and

WHEREAS, the conditions set forth in Ordinance 2018-08, Section 2306(B)-(D) have been satisfied; and

WHEREAS, the WTO Essentials, INC., Application includes the required information to demonstrate that the Project is consistent with state law and City ordinances; and

WHEREAS, the City's General Plan designates the Project site as Industrial and residential, and as conditioned, the proposed use would be consistent with the General Plan; and

WHEREAS, as conditioned below, the Project complies with the City's Zoning Code; and

WHEREAS, in accordance with Section 1407 of the Zoning Code, the Project's proposed land use as conditioned below is consistent with the following:

- A. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right;
- B. That the proposed location is in accordance with the objectives of the zoning ordinance and the purposes of the district in which the site is located; and
- C. That the proposed use will comply with each of the applicable provisions of the zoning ordinance.

WHEREAS, adequate public noticing was made for the Project in accordance with the Municipal Code; and

WHEREAS, the WTO Essentials, INC., Application satisfies all public safety information requirements in accordance with Ordinances 2306 and 2307, subject to specific conditions of approval; and

WHEREAS, the Project is exempt from California Environmental Quality Act (CEQA) review pursuant to section 15301 of the CEQA Guidelines, as the Project would be located on an existing developed property with minor tenant improvements proposed; and

WHEREAS, a development agreement has been prepared and will be executed upon final approval by the City Council; and

WHEREAS, the Planning Commission has found and the City Council concurs that the proposed Development Agreement furthers the public health, safety, and general welfare of the City; and

WHEREAS, Conditional Use Permit 10-18 and Development Agreement DA 2018-08 for cannabis manufacturing by Delta Agricultural Holdings, LLC was granted by the City Council within a portion of the same premises at 402 Jackson Blvd, Unit 1, so the project proposes cannabis manufacturing and distribution operation by the applicant in Unit 2; and

WHEREAS, on April 13, 2022 , the Planning Commission conducted a continued public hearing regarding Conditional Use Permit CUP 01-22 and Development Agreement DA 2022-01, and has recommended, among other actions, that the City Council approve Use Permit CUP 01-22 and Development Agreement DA 2022-01.

NOW, THEREFORE, BE IT RESOLVED that the City of Isleton City Council that:

Section 1. The City Council adopts the above Recitals as its findings with respect to the Project; and

Section 2. The City Council finds that the Project is exempt from CEQA review pursuant to Section 15301 of the CEQA Guidelines, as the Project would be located in an existing developed property with minor tenant improvements proposed.

Section 3. The City Council hereby approves Conditional Use Permit CUP 01-22 for 1) cannabis manufacturing, and 2) cannabis distribution at 402 Jackson Blvd, Unit 2, Isleton, California subject to the following conditions of approval:

Conditions of Approval for Conditional Use Permit CUP 01-22

1. This application for Conditional Use Permit CUP 01-22 was submitted, in accordance with the Municipal Code, for a cannabis manufacturing and distribution facility, shared with Delta Agricultural Holdings, LLC (under the same conditions of approval granted under Conditional Use Permit CUP 10-18) at 402 Jackson Boulevard, in the PDI-Planned Industrial District and the R-M-3 Multi-Family Residential Zoning District, APN 157-0073-031.

2. The applicant/developer/operator shall agree to indemnify, defend, and hold harmless the City or its agents, officers and employees from and against any and all claims, actions, demands

or proceeding (including damage, attorney fees, and court cost awards) against the City or its agents, officers, or employees to attach, set aside, void, or annul an approval of the City, advisory agency, appeal board, or legislative body arising from the applicant/developer/operator's operations. In providing any defense under this Paragraph, the applicant, business operator, property owner, developer shall use counsel reasonably acceptable to the City. The City shall promptly notify the applicant, business operator, property owner, developer of any claim, action, demands or proceeding and the City shall cooperate fully in the defense. The City may require that the developer/operator to post a bond, in an amount determined to be sufficient, to satisfy the above indemnification and defense obligation. Developer/operator understands and acknowledges that City is under no obligation to defend any claim, action, demand or proceeding challenging the City's actions with respect to the permit or entitlement.

3. The applicant/developer/operator shall be responsible to pay all sales, use, business and other applicable taxes, and all license, registration, and other fees and permits required under federal, state and local law and pursuant to the Development Agreement for the project.

4. The applicant/developer/operator shall cooperate with the City with respect to any reasonable request to audit the business' books and records for the purpose of verifying compliance with the Municipal Code and this Use Permit and related Development Agreement, including but not limited to a verification of the amount of taxes required to be paid during any period.

5. This Conditional Use Permit CUP 01-22 shall not be operational unless or until a Development Agreement is fully executed by the City and the Development Agreement remains valid.

6. Conditional Use Permit CUP 01-22 shall expire and be of no further force and effect if the developer/operator does not obtain a valid cannabis business regulatory permit for this location within 12 months from issuance of this use (refer to City Ordinance 2018-07, Section 2307).

7. Secure any required permits from the City Building Department, Fire Department, Police Department, Sacramento County Air Quality Management District, and/or Sacramento County Health Department (as applicable) prior to building occupancy or operation.

8. All improvements to the building and project site, per Exhibit A (attached hereto) shall be completed to the satisfaction of the City within six months or by November 6, 2022 and prior to issuance of a permanent occupancy permit.

9. Conditional Use Permit CUP 01-22 shall be reviewed by the City after 5-years at which point a determination of extension will be made (refer to City Ordinance 2018-08, Section 2307).

10. Conditional Use Permit CUP 01-22 shall be subjected to an annual planning review to ensure that the business practices have stayed within the bounds of the Conditional Use Permit or other Permitted Uses use (refer to City Ordinance 2018-07, Section 2307).

11. Conditional Use Permit CUP 01-22 shall be subject to termination, notwithstanding any other provision in the City's Municipal Code, if (refer to City Ordinance 2018-07, Section 2307):

- a. The owner of the commercial cannabis facility transfers the commercial cannabis facility to another individual not named in the conditional use permit application as

an owner or person in charge unless prior approval is authorized by the City Manager or his/her designee;

- b. The commercial cannabis facility ceases to operate at the premises described in the conditional use permit application; or
- c. The commercial cannabis facility ceases to operate for sixty (60) consecutive calendar days.

12. Any amendments to this use permit application, or changes in to the business plan, will require the applicant to submit an amended use permit application for approval by the City.

13. All conditions of Conditional Use Permit CUP 01-22 are necessary to protect the general health, safety and welfare of the public. If any condition of this entitlement is held to be invalid by a court, then the whole entitlement shall be invalid. The City Council specifically declares that it would not have approved this entitlement unless all of the conditions herein are held as valid.

PASSED AND ADOPTED by the City Council of the City of Isleton this 26th day of April, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Eric Pena, Mayor

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, City Clerk

Andreas Booher, City Attorney

**Attachment B
ORDINANCE NO. 2022-004**

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISLETON APPROVING
DEVELOPMENT AGREEMENT DA 2022-01 WITH
WTO ESSENTIALS, INC., FOR PROPERTY LOCATED AT
402 JACKSON BLVD., ISLETON, CA 95641**

WHEREAS, the State of California enacted California Government Code section 65864, et seq. to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within its jurisdiction; and

WHEREAS, WTO Essentials, Inc. ("Developer") leases the real property located at 402 Jackson Blvd., City of Isleton, County of Sacramento ("Subject Property"); and

WHEREAS, Developer intends to develop commercial cannabis operations on the Subject Property in a manner consistent with the California cannabis laws, the City's municipal code, and Project Approvals ("Project"); and

WHEREAS, the Planning Commission of the City of Isleton recommends approval of Conditional Use Permit CUP 01-22 and Development Agreement DA 2022-01 (attached hereto as Exhibit A) by Resolution PC 01-22 on April 13, 2022 to allow Developer to engage in commercial cannabis operations at the Subject Property; and

WHEREAS, this Ordinance shall be effective upon the City Council's approval of the Conditional Use Permit CUP 01-22, which has been scheduled for public hearing at the City Council's regular meeting on April 26, 2022.

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

Section 1. Purpose. The purpose of this ordinance is to approve execution of the Development Agreement between the City and Developer following the City Council's independent review and consideration.

Section 2. Authority. This ordinance is authorized pursuant to Government Code section 65864, et seq.

Section 3. Findings. In adopting this ordinance, the City Council makes the following findings:

- (a) The proposed Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area or detrimental to the general welfare of the residents of the City as a whole; and
- (b) The proposed Development Agreement will not adversely affect the orderly development of property or preservation of property values; and
- (c) The proposed Development Agreement is consistent with the provisions of Government Code section 65864, et seq.; and
- (d) The Planning Commission has recommended approval of the Development Agreement.

Section 4. Enactment. The City Council hereby approves the Development Agreement between the City and the Developer which is attached hereto as Attachment 1, and authorizes the Mayor to execute the Development Agreement on behalf of the City.

Section 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 6. Execution. The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance.

Section 7. Effective Date and Publication. This ordinance shall take effect thirty (30) days after its adoption. The City Clerk is hereby directed to publish this ordinance within fifteen (15) days after its passage in a newspaper of general circulation published in the City of Isleton or to post it in at least three (3) public locations in the City of Isleton.

PASSED AND ADOPTED by the City Council of the City of Isleton this 26th day of April 2022, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Eric Pene, Mayor

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, City Clerk

Andreas Booher, City Attorney

Attachment 1 – Proposed Development Agreement

Attachment B
ORDINANCE NO. 2022-004

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISLETON APPROVING
DEVELOPMENT AGREEMENT DA 2022-01 WITH
WTO ESSENTIALS, INC., FOR PROPERTY LOCATED AT
402 JACKSON BLVD., ISLETON, CA 95641**

WHEREAS, the State of California enacted California Government Code section 65864, et seq. to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within its jurisdiction; and

WHEREAS, WTO Essentials, Inc. ("Developer") leases the real property located at 402 Jackson Blvd., City of Isleton, County of Sacramento ("Subject Property"); and

WHEREAS, Developer intends to develop commercial cannabis operations on the Subject Property in a manner consistent with the California cannabis laws, the City's municipal code, and Project Approvals ("Project"); and

WHEREAS, the Planning Commission of the City of Isleton recommends approval of Conditional Use Permit CUP 01-22 and Development Agreement DA 2022-01 (attached hereto as Exhibit A) by Resolution PC 01-22 on April 13, 2022 to allow Developer to engage in commercial cannabis operations at the Subject Property; and

WHEREAS, this Ordinance shall be effective upon the City Council's approval of the Conditional Use Permit CUP 01-22, which has been scheduled for public hearing at the City Council's regular meeting on April 26, 2022.

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Section 3. Findings. In adopting this ordinance, the City Council makes the following findings:

- (a) The proposed Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area or detrimental to the general welfare of the residents of the City as a whole; and
- (b) The proposed Development Agreement will not adversely affect the orderly development of property or preservation of property values; and
- (c) The proposed Development Agreement is consistent with the provisions of Government Code section 65864, et seq.; and
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Section 4. Enactment. The City Council hereby approves the Development Agreement between the City and the Developer which is attached hereto as Attachment 1, and authorizes the Mayor to execute the Development Agreement on behalf of the City.

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PASSED AND ADOPTED by the City Council of the City of Isleton this 26th day of April 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Eric Pene, Mayor

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, City Clerk

Andreas Booher, City Attorney

Attachment 1 – Proposed Development Agreement

Attachment 1

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Isleton
101 2nd St.
Isleton, CA 95641
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ISLETON
AND WTO ESSENTIALS, INC.
402 JACKSON BLVD

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into between the CITY OF ISLETON, a municipal corporation ("City"), and WTO Essentials, Inc. ("Developer"). City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

- A. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65864 et seq. (the "Development Agreement Law"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property, which is the subject of the development project application.
- B. **Public Hearing.** On April 13, 2022, the City's Planning Commission, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.
- C. **Environmental Review.** On April 26, 2022, the City Council determined that the Project (as defined herein) is exempt from environmental review in accordance with Section 15301 of Existing Facilities of the California Environmental Quality Act, Guidelines.
- D. **Need for Services and Facilities.** Development and operation of the Project will result in a need for municipal services and facilities, including police and fire protection services.
- E. **Contribution to Costs of Facilities and Services.** Developer agrees to make the quarterly payments set forth herein, which payment may be used by the City for any legal purpose. City and Developer recognize and agree that but for Developer's quarterly payments City would not and could not approve use of the Property for the Project as provided by this Agreement. City's approval of this Agreement is in reliance upon and in consideration of Developer's agreement to make the payments required hereunder.
- F. **Public Benefits.** Development of the Project will result in significant public benefits, as more fully described hereinafter, including, without limitation:
 1. The provision of opportunities for employment;
 2. Implementation of Crime Prevention Through Environmental Design ("CPTED") development principles during the operation and maintenance of the Property; and
 3. The furtherance of the economic development goals and objectives of the City.
- G. **Developer Assurances.** In exchange for the benefits to the City in the preceding Recitals, together with the other public benefits that will result from the development of the Property, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the items set forth herein.

H. **Consistency with General Plan.** Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. 2018-02, the City found that this Agreement satisfies the Government Code Section 65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the above Recitals and mutual promises, conditions and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Definitions.** In this Agreement, unless the context otherwise requires, terms have the following meaning. Capitalized terms within the Exhibits not defined below have the meaning set out in the Exhibits.
 - 1.1. "Adopting Ordinance" means Ordinance No. 19-05, adopted by the City Council March 12, 2019, which approves this Development Agreement as required by the Development Agreement Law.
 - 1.2. "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.
 - 1.3. "Authorized Operator" means a fully-licensed operator engaged by the Developer and approved by the City to operate portions of the Project on behalf of the Developer.
 - 1.4. "CEQA" means the California Environmental Quality Act, as set forth at California Public Resources Code, Division 13, commencing at Section 21000 and the CEQA Guidelines as set forth in Title 14 of the California Code of Regulations commencing at Section 15000.
 - 1.5. "City" means the City of Isleton, including its agents, officers, employees, representatives and elected and appointed officials.
 - 1.6. "City Manager" means the City Manager of the City of Isleton, or his or her designee.
 - 1.7. "Conditional Use Permit" means the Conditional Use Permit for the Project approved by the Planning Commission on __, 2019, as that Conditional Use Permit may be modified or amended from time-to-time.
 - 1.8. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.
 - 1.9. "Development Agreement Law" means Government Code section 65864 et seq. and the procedures and requirements for the consideration of development agreements contained in Ordinance No. 2018-02. In the event of a conflict, the requirements of Government Code Section 65864 et seq. shall control.

- 1.10. "Developer" means WTO Essentials, Inc. , together with any Successor duly approved by the City in accordance with the terms of this Agreement.
- 1.11. "Effective Date" means that day on which the Adopting Ordinance shall be effective. The Adopting Ordinance shall be effective thirty (30) days after its adoption by the City Council, unless the Adopting Ordinance becomes subject to a qualified referendum, in which case, the Effective Date shall be the day after the referendum election, if the Adopting Ordinance is approved by a majority of the voters. Litigation filed to challenge the Adopting Ordinance or this Agreement shall not affect the Effective Date, absent a court order or judgment overturning or setting aside the Adopting Ordinance, or staying the Effective Date, or remanding the Adopting Ordinance to the City. Notwithstanding the foregoing, this Agreement shall not become effective until fully executed.
- 1.12. "Facility" has the meaning of the term "commercial cannabis facility" set forth in Section 2301, Subsection G of the Municipal Code and includes the physical improvements to the Property used by Developer to conduct its operations.
- 1.13. "Fees" means all charges, expenses, costs, monetary exactions and any other monetary obligations imposed on Developer by the City, other than assessments or regular or special taxes and shall not be limited to fees paid pursuant to this Agreement.
- 1.14. "General Plan" means the General Plan of the City including the text and maps, as approved and updated by the City in 2014, plus any other General Plan amendments approved by the City on or before the Effective Date.
- 1.15. "Gross Receipts from Operations" means total revenue derived, directly or indirectly, or actually received or receivable from operation of the Facility, including: all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, or the fair market value thereof, for which a charge is made or credit allowed, whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:
- 1.15.1. Cash discounts allowed and taken on sales;
- 1.15.2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as "gross receipts";
- 1.15.3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

1.15.4. Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit; and

1.15.5. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded. Interorganizational sales or transfers between or among the units of a parent-subsidiary controlled group of corporations or other related legal entities as defined by 26 U.S.C. 1563(a)(1) or otherwise, or between or among the units of a brother-sister controlled group of corporations or other related legal entities as defined by 26 U.S.C. 1563(a)(2) or otherwise, whereby no Gross Receipts are generated or exchanged, directly or indirectly, pursuant to the interorganizational sales or transfers, discounted or otherwise.

The intent of this definition is to ensure that in calculating the payment required under Section 10.1, all sales of cannabis products shipped through or from the Facility are captured, regardless of whether the product is sold and/or shipped directly from the Facility to a consumer, retailer, or wholesaler within or outside the City limits of Isleton, or to another cannabis facility that then distributes the product to the consumer, retailer, or wholesaler within or outside the City of Isleton. This definition shall therefore be given the broadest possible interpretation consistent with this intent, as it does not pertain to a definition of "gross receipts" for purposes of a tax, subject to rules of apportionment under the Constitution of United States, Art. I, § 8, cl. 3, or the California Constitution. It is hereby recognized that the fee herein required to be paid by the Developer to the City of Isleton is in exchange for and pursuant to this Development Agreement, and not for the privilege of doing business within the City of Isleton or legally incident on those engaged in such business within the City of Isleton.

1.16. "Commercial Property" means that certain real property located at 402 Jackson Blvd, in the City of Isleton, County of Sacramento. A legal description of the Commercial Property is contained in Exhibit B.

1.17. "Law" means the case law, ordinances, statutes, rules, regulations, or any order, decree or directive of any court or any local, regional, state or federal government agency, unless the context suggests a different meaning.

1.18. "Municipal Code" means the Municipal Code of the City of Isleton. As of May 1, 2018, the Isleton Municipal Code is in the process of being codified. Until such time as the City Council adopts the codified version of the Municipal Code, the draft Municipal Code, which is a compilation of the City's adopted ordinances shall be used as reference to the City's laws.

1.19. "Planning Commission" means the City of Isleton Planning Commission.

1.20. "Project" means the physical improvement and use of the Property as a cannabis manufacturing facility. The "Project" is further defined in Exhibit A to this Agreement, and supplemented by the provisions of this Agreement and the Public Safety and Security Plan.

- 1.21. "Project Approvals" means the entitlements that are the subject of this Agreement, consisting of the following land use approvals:
 - 1.21.1. A Conditional Use Permit; and
 - 1.21.2. This Development Agreement, as adopted on April 26, 2022, by City Ordinance No. 2022-004 (the "Adopting Ordinance").
- 1.22. "Property" means 402 Jackson Blvd. of the Commercial Property consisting of 3,500 square feet. A site plan showing the Property occupied by the Facility is contained in Exhibit C.
- 1.23. "Property Lease" means that certain Commercial Real Property Lease dated _____, between Delta Boyz Enterprises, LLC, as owner and WTO Essentials, Inc., lessor of the Property, and Developer, as lessee of the Property.
- 1.24. "Public Safety and Security Plan" has the meaning set forth in Section 10.2.1.
- 1.25. "Successor" or "Successor in Interest" means any subsequent entity or individual that acquires all or any portion of Developer's interest in the Property; provided, however, that no Successor shall acquire any rights pursuant to this Agreement unless and until that Successor is approved by the City and complies with all applicable requirements of Section 15 of this Agreement.
2. **Incorporation of Recitals.** The Recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.
3. **Description of the Project.** The Project consists of occupying an existing industrial building to operate a cannabis manufacturing business, producing cannabis cartridges and concentrates. Developer's operations are more fully described in Exhibit A. Developer shall ensure that the Project is operated in accordance with Exhibit A at all times. In the course of operating the Project, Developer may enter into an agreement with an Authorized Operator to operate the Project. The engagement of any Authorized Operator shall be reviewed by the City and require the prior written consent of the City. Any such agreement between the Developer and any Authorized Operator shall provide that:
 - 3.1. The Authorized Operator shall make payments in accordance with Section 10.1.1 of this Agreement; and
 - 3.2. The Authorized Operator shall be subject to the record keeping, reporting, and audit requirements described in Section 10.1.2 of this Agreement; and
 - 3.3. The Authorized Operator shall maintain all licensing necessary to operate those portions of the Project that the Authorized Operator has been engaged to operate.
4. **Description of Property.** The Property, which is the subject of this Agreement, is defined in Section 1.21.

5. **Relationship of City and Developer.** This Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. It is agreed among the parties that the Project is a private development and that the relationship of the Developer and City is and at all times shall remain solely that of the City as a regulatory body and the Developer as the property owner. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer undertaking a joint venture or partnership.
6. **Representations, Warranties and Acknowledgments.**
- 6.1. **Interest in Property.** Developer represents and warrants that as of the Effective Date, Developer is the lessee of the Property under the Property Lease, and as such holds a leasehold interest in and to the Property. Developer further represents that all persons holding legal or equitable interest in the Property have consented to the Agreement. Application says lease agreement is in file; didn't see.
- 6.2. **Authority.** The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.
- 6.3. **Brokers.** The Parties agree that the City has had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this Agreement, Developer shall indemnify, defend and hold harmless the City in accordance with Section 14.1.
- 6.4. **Procedures and Requirements.** The Parties acknowledge that this Agreement is subject to the procedures for approval, amendment and administration set forth in the Development Agreement Law.
7. **Effective Date and Term.**
- 7.1. **Effective Date.** The Effective Date of this Agreement means the date defined at Section 1.10 of this Agreement.
- 7.2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in force until the first to occur of the following events: 1) this Agreement is terminated in accordance with terms set forth herein; or 2) Developer no longer has a legal interest in the Property or has ceased all operations on the Property.
- 7.3. **Termination by Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties.

- 7.4. **Termination for Failure to Obtain or Maintain Required State or Local Licenses.** If Developer fails to obtain or maintain in effect all state and local licenses required for the Project in accordance with Section 9.3.1, City may terminate this Agreement.
- 7.5. **Termination Resulting from Governmental Action.** In the event legal action is initiated or threatened by any governmental jurisdiction other than the City on the grounds that approval or implementation of this Agreement (or any part) constitutes a violation of state or federal law, and the parties are unable to reach agreement between themselves and the governmental jurisdiction on amendments to this Agreement that will resolve the dispute and still preserve the material terms of this Agreement, then either party may terminate this Agreement without compliance with the Default Procedures set forth in Section 13. If this Agreement is terminated pursuant to this section, Developer shall immediately cease operations at the Facility, the Conditional Use Permit shall be automatically terminated, and the Parties shall have no further rights or obligations under this Agreement (other than the rights under Section 14, which survive termination).
- 7.6. **Termination Upon Surrender or Revocation of Conditional Use Permit.** If the Developer voluntarily surrenders the Conditional Use Permit, or if the Conditional Use Permit is revoked by the City, then Developer shall immediately cease operations at the Property and this Development Agreement shall terminate automatically, without further action required by either party. In such an event, Developer waives the default procedures set forth in Section 13 of this Agreement, including the notice and cure rights contained therein, and the Parties shall have no further rights or obligations under this Agreement (other than the rights under Section 14, which survive termination).
- 7.7. **Effect of Termination.** This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms and conditions concerning the proposed development and operation of the Project in a manner that is consistent with the Project Approvals. Accordingly, nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development or operations of the Property, except for those rights set forth in this Agreement.

8. **Development of the Project.**

- 8.1. **Development Rights.** This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms concerning the development and use of the Property by Developer. Accordingly:
- 8.1.1. Developer acknowledges that it has no existing "vested rights" (as that term is used in California land use law) concerning the Property or the Project.
- 8.1.2. Nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development or use of the Property, and the Parties agree that development and use of the Property shall be governed by the land use and other regulations in effect at the time of development and operation.

8.1.3. Except as expressly provided herein, nothing contained in this Agreement is intended or shall be construed to affect in any way the permitted uses of the Property, the density and intensity of use, the maximum height and size of buildings, or the reservation or dedication of land for public purposes which shall continue to be governed by the City's General Plan, the City's zoning code, and all other entitlements and ordinances now existing or which may be amended or enacted in the future.

8.1.4. The City expressly reserves the right to adopt and apply regulations to protect the City and its citizens from immediate risks to health and safety. The Developer hereby agrees that any regulation imposed by the City with respect to flood protection adopted in response to federal, state, or local guidelines, regulations, or directives, including without limitation the implementation of a moratorium on development activities, shall be deemed necessary to protect the public health and safety.

8.2. **Referendum.** Developer acknowledges that the Adopting Ordinance, which is a legislative land use approval, is potentially subject to referendum. Notwithstanding anything in this Agreement to the contrary, Developer shall not acquire a vested right to any legislative land use approval (or to any amendment thereto): (1) while such approval or amendment is still potentially subject to referendum or (2) in the event that such approval or amendment is reversed by referendum.

9. **Applicable Rules, Regulations, Fees and Official Policies.**

9.1. **Rules Regarding Design and Construction.** Unless otherwise expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications, applicable to the Project and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted.

9.2. **Uniform Codes Applicable.** Unless otherwise expressly provided in this Agreement, any improvements to the Property undertaken by Developer shall comply with the California Building Standards Codes, Title 24 of the California Code of Regulations, as adopted and amended by the City, as the same shall be in effect as of the time of approval of the permit in question. Such improvements shall also comply with the provisions of the California Mechanical, Plumbing, Electrical and Fire Codes, and City construction specifications, in effect at the time of approval of the appropriate permits for the improvements. If no permit is required for a given improvement, such improvement will be constructed in accordance with said Codes in effect in the City as of the commencement of construction of such improvement.

9.3. **Laws and Regulations Applicable to Cannabis Activities; Obtaining and Maintaining Required Licenses.**

9.3.1. **General.** Developer shall at all times comply fully with all existing and future state and local rules applicable to Developer's activities on the Property and shall

ensure such compliance by all of Developer's employees, contractors, vendors, customers, and members of the public invited or allowed access to the Property.

- 9.3.2. Licensure of Operations.** Developer shall promptly apply for and obtain all State licenses required for the operations described in Exhibit A, as well as any local licenses required in the future by the City. Failure to obtain required state licenses within twelve (12) months following the date when the relevant state agencies begin accepting applications for such licenses, and failure to maintain required state or city licenses during the term of this Agreement, shall constitute a default under this Agreement and shall be grounds for termination.

9.4. Fees, Dedications, Assessments and Taxes.

- 9.4.1. Payment of Development Impact and Other City Fees, Taxes, and Assessments.** Developer shall pay all impact and other City fees, taxes and assessments when due.
- 9.4.2. Other Public Agencies.** Nothing in this Agreement is intended to govern the authority of other public agencies to impose fees.
- 9.4.3. Public Works and Community Development.** Any public improvements and work performed by Developer in connection with the Project shall be to the satisfaction of the City Engineer and acceptance by the City Council (or by the City Engineer, if the City Council delegates authority to accept public improvements to the City Engineer).

10. Additional Developer Obligations.

10.1. Payments to City.

- 10.1.1. Required Payment.** Developer and any Authorized Operator shall make quarterly payments to the City equal to two percent (2%) of Developer's and any Authorized Operator's Gross Receipts from Operations. Payments shall be made by the last day of the month following the end of each quarter (i.e., April 30th for the quarter running from January 1 through March 31). Payments shall be accompanied by such documentation as may be reasonably required by the City. The 2% fee on Developer's and any Authorized Operator's Gross Receipts is not a tax and is particularly not an indirect tax on any consumer such as a sales and use tax, but is rather a direct fee levied on the Gross Receipts of the Developer and any Authorized Operator as a condition of this Development Agreement that is not to be passed along to the ultimate consumer. If the Developer or any Authorized Operator chooses to pass the 2% fee along to any consumer, it shall be required to include such amounts collected from any consumer as Gross Receipts. This documentation will include (but may not be limited to) the transportation manifests for cannabis products received at or transported from the Facility, and an accounting of Gross Receipts from Operations during the previous quarter. Late payments shall include interest at a rate of ten percent (10%) per annum. Failure to make any payment required by this Agreement when

due shall be a material breach of the Agreement subject to Cure under the provisions of Section 13.3. Payments to the City shall be made by check, direct deposit, wire transfer or other electronic form of payment that originates from a legal financial channel that has been agreed to in advance by both parties. Upon request and with a minimum of ten (10) business days' notice prior to payment due date, alternative forms of payment, including cash, may be authorized at the City's discretion.

10.1.2. Reporting of Gross Receipts from Operations.

- (a) Quarterly Receipts. No later than the last day of the month following the end of each quarter, Developer shall deliver to City a report (the "Quarterly Report") showing (i) Gross Receipts from Operations for the immediate prior quarter received by Developer, and a cumulative total of all amounts of Gross Receipts from Operations received by Developer for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior quarter, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.
- (b) Statements of Receipts. Developer shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles. For purposes herein "books and records" shall mean all bookkeeping or accounting documents Developer utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as City shall reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If, at any time during the Term, such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from Operations as herein required, Developer shall, upon the written request of City, procure and maintain such books and records as shall be of a character and form adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Developer, but only to the extent necessary for a proper determination of Gross Receipts from Operations, and all such books, records, documents and other items shall be held available for such audit and examination. Upon request by the City, Developer shall make all such books, records and documents available to the City, and provide removable copies thereof, within thirty (30) of the date of the City's request. The cost for any audit shall be shared equally by the Parties. Developer shall preserve such books, records, documents, and other items in Isleton for a period of not less than seven (7) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Developer claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are

resolved. City shall keep strictly confidential all statements of revenue furnished by Developer and all other information concerning Developer's operation of the Premises obtained by City as a result of the inspection, audit and examination privileges of City hereunder, except as otherwise required by law. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250 et seq.), City shall provide Developer notice of any such request prior to disclosing any such information. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable. If such statement of revenue for the relevant year shall be found to have understated receipts by more than two percent and City is entitled to any additional payment as a result of said understatement, then Developer shall, in addition, pay all of City's reasonable costs and expenses connected with such audit, including the expense incurred in retaining such agent; otherwise City shall bear the cost and expense of such audit.

- (c) **Copies of Tax Filings.** Developer shall provide City with copies of any reports Developer is required to provide to the County of Sacramento or the State of California for sales, use or other tax purposes.

10.1.3. Applicability of Future Revenue Mechanisms. During the term of this Agreement, if the City imposes an alternative revenue mechanism specifically related to cannabis operations (e.g. a cannabis tax), developer agrees to pay to City the greater of the payment required under such alternative revenue mechanism or the payment required by this Section. As used in this Section, "alternative revenue mechanisms" do not include taxes, fees, or assessments levied on or collected from both cannabis and non-cannabis operations. Payments required by revenue mechanisms that are not limited to cannabis operations shall be in addition to, and not in lieu of, payments under this Section.

10.2. Public Safety and Security.

10.2.1. Public Safety and Security Plan. Prior to acceptance of any cannabis product at the Facility, and prior to any manufacturing activities at the Facility, Developer shall have prepared and submitted to City a Public Safety and Security Plan ("Plan") acceptable to the City in the reasonable exercise of City's discretion. The Plan shall include and address all aspects of public safety and security, including but not limited to the following interior and exterior security and fire/life safety issues:

- (a) Physical security measures, including perimeter fencing, security cameras and other monitoring equipment, and internal security controls.

- (b) Implementation of CPTED (Crime Prevention Through Environmental Design) measures.
- (c) Protocols for loading and unloading, storage, and transportation of cannabis products.

At least annually, and at other times upon request by either party, Developer and City staff shall meet to review the Plan and operations of the Facility. Developer shall promptly revise the Plan to address deficiencies identified by Developer or the City (e.g. major incidents, high volume of calls for service, etc.) so that the Facility is operated at all times in a manner that ensures the safety and security of the public and Developer's employees, and the physical security of the Facility and products stored therein.

10.2.2. Signage. Signage for the Project and Facility shall conform to the requirements of the City's Sign Ordinance (Article 12, Section 1204 of the Municipal Code).

10.2.3. Reporting of Incidents. Developer shall promptly report to the police department breaches of security and criminal activities occurring at the Facility.

10.3. Notification to City of Intent to Relocate. Developer shall provide City with ninety (90) days written notice prior to relocating operations within or outside of the City. For relocations within the City, delays in notice may result in delays in issuing a new conditional use permit for the proposed new location.

11. Amendment. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures required by the Development Agreement Law.

12. Annual Review of Agreement.

12.1. Review Date. The annual review date of this Agreement (the "Review Date") as required by Development Agreement Law shall be approximately twelve (12) months from the Effective Date and every twelve (12) months thereafter.

12.2. Procedures. The procedures for annual review shall be as set forth in the Development Agreement Law.

12.3. Fee for Annual Review. The reasonable cost for the City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by the City in connection with the review.

13. Default.

13.1. Default. The failure of either party to perform any obligation or duty under this Agreement within the time required by this Agreement shall constitute an event of default. For purposes of this Agreement, a Party asserting that the other Party is in default

shall be referred to as the "Complaining Party" and the other Party shall be referred to as the "Defaulting Party."

- 13.2. **Notice.** The Complaining Party may not place the Defaulting Party in default unless it has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.
- 13.3. **Cure.** The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. In the case of monetary defaults (e.g. failure to make the payments required by Section 9.1.1), any default must be cured completely within this thirty (30) day period. In the case of non-monetary defaults, if the default cannot be reasonably cured within such time, the default shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than one hundred twenty (120) days after receipt of the first notice of default.
- 13.4. **Remedies.** If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to terminate this Agreement upon notice to the Defaulting Party and the Complaining Party may pursue all remedies available by law or in equity, including specific performance and injunctive relief.
- 13.5. **Additional Procedures and Remedies.** The Parties acknowledge that the foregoing default procedures and remedies are in addition to, and not in lieu of, the procedures and remedies set forth in Article 14, Section 1414 of the Municipal Code, and Developer waives the argument that any default taken against Developer is not valid for failing to comply with the procedures and remedies set forth in Article 14, Section 1414.
- 13.6. **Waiver of Damages.** Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for damages from Developer, and that therefore, Developer hereby waives all claims for damages against the City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Law, land use approvals (including development agreements) must be approved by the City Council and that under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against the City in the event that this Agreement or any Project Approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions or deletions to which Developer is opposed. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be

constrained by contract, and Developer waives all claims for damages against the City in this regard.

- 13.7. **Effect of Termination of Agreement on Conditional Use Permit.** Developer agrees that termination of this Agreement in accordance with this Section 12 shall also result in the automatic termination of the Conditional Use Permit.

14. **Insurance and Indemnity.**

- 14.1. **Indemnification, Defense and Hold Harmless.** Developer shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City and its officer, officials, consultants and employees ("Indemnitees") from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Project, the Project Approvals or the Property (including any challenge to the validity of any provision of this Agreement or the Project Approvals, or Developer's failure to comply with any of its obligations in this Agreement, or Developer's failure to comply with any current or prospective Law); provided, however, that Developer shall have no obligations under this section for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

14.2. **Insurance.**

14.2.1. **Public Liability and Property Damage Insurance.** At all times that Developer is constructing any improvements to the Property, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of one million dollars (\$1,000,000) and a deductible of not more than fifty thousand dollars (\$50,000) per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

14.2.2. **Workers' Compensation Insurance.** At all times that Developer is constructing any improvements, Developer shall maintain workers' compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

14.2.3. **Evidence of Insurance.** Prior to commencement of construction of any improvements, Developer shall furnish City satisfactory evidence of the insurance required by this Sections 14 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project. Developer shall additionally furnish City satisfactory evidence of the insurance coverage required under this

Section whenever a policy is renewed, changed without impact to coverage, or at City's request.

15. **Assignment and Transfers of Rights and Interest; Binding Effect on Successors.**

15.1. **Assignment.**

15.1.1. **Assignment of Rights Under Agreement.** Developer may not transfer or assign its interests under this Agreement, in whole or in part, without the prior written consent of the City, which may be withheld for any reason. No such assignment shall be effective until execution and delivery by Developer and the assignee of an assignment substantially in the form attached hereto as Exhibit D.

15.1.2. **Subsequent Assignments.** Any Successor may assign its rights under this Agreement by complying with the procedures set forth in this Agreement.

15.2. **Transfer of Control.** No change in Developer's leasehold interest or in the composition of Developer's leasehold interest shall be made, and no transfer of the Property Lease or any sublease of the Property shall be made, without providing the City with prior written notice. If the change, transfer or sublease changes Control over the use of the Property, the operations of Developer, or the actions or activities of Developer, then the prior written consent of the City must be obtained before the change, transfer or sublease, which consent may be withheld for any reason.

15.3. **Transferability to New Location.** In the event Developer moves operations from the Property to another location within the City, Developer agrees that the City may require that the rights and obligations set forth in this Agreement transfer to the new location. Developer and City agree to work cooperatively and collaboratively on any amendments to this Agreement that may be necessary in view of the transfer of Developer's operations to the new location.

15.4. **Runs with the Land.** Except as otherwise provided in this Agreement, and for so long as this Agreement remains in effect, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, sub-lessees, and all other persons acquiring the Developer's interest in the Property, whether by operation of law or in any manner whatsoever; provided that no successor or assignee of Developer may obtain the benefits hereunder unless the City has consented to assignment of those rights as set forth in Section 14.1. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1466 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any leasehold interest in the Property: (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each Party and each successive owner during its ownership of such leasehold interest in the Property or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

16. **Miscellaneous.**

- 16.1. **Estoppel Certificate.** Either Party may at any time request the other Party to certify in writing that: (1) this Agreement is in full force and effect; (2) this Agreement has not been amended except as identified by the other Party; and (3) to the best knowledge of the other Party, the requesting Party is not in default, or if in default, the other Party shall describe the nature and any amount of any such default. The other Party shall use its best efforts to execute and return the estoppel certificate to the requesting Party within thirty (30) days of the request. The City Manager shall have authority to execute such certificates on behalf of the City.
- 16.2. **Recordation.** This Agreement shall not be operative until recorded with the Sacramento County Recorder's office. Developer shall record this Agreement against the Property at its expense with the County Recorder's office within ten (10) days of the Effective Date and shall cause any amendment to this Agreement or any instrument affecting the term of this Agreement to be recorded within ten (10) days from date on which the same become effective. Any amendment to this Agreement or any instrument affecting the term of this Agreement which affect less than all of the Property shall contain a legal description of the portion thereof that is the subject of such amendment or instrument. Alternatively, Developer and City may execute the instrument entitled "Memorandum of Development Agreement" attached hereto as Exhibit E, which shall be recorded against the Property, in lieu of recording the entire Agreement.
- 16.3. **Notices.** All notices required by this Agreement or the Development Agreement Law shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested.

Notice required to be given to the City shall be addressed as follows:

CITY OF ISLETON
101 2nd St.
Isleton, CA 95641
Attn: Charles Bergson, City Manager
(916) 777-7770

with copies to:

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
400 Capitol Mall, 27th Floor
Sacramento, CA 95814
Attn: Andreas Booher, City Attorney
(916) 321-4500

Notice required to be given to the Developer shall be addressed as follows:

WTO Essentials, Inc.
Attn: Charles Smith
7889 Lichen Drive #104

Citrus Heights, CA 95621
(916) 390-2982

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date of personal delivery or the date shown on the return receipt.

- 16.4. **References to Municipal Code.** This Agreement contains references to articles and sections of the City's Municipal Code. If, after the Effective Date, the City amends or renumbers its Municipal Code, then the references in this Agreement shall be understood to apply to the amended or renumbered Municipal Code.
- 16.5. **Construction of Agreement.** The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives and purpose of the parties hereunder. The captions preceding the text of each Article, Section, and subsection hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders and vice versa.
- 16.6. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties and any Successors. No other party shall have any cause of action or the standing to assert any rights under this Agreement.
- 16.7. **Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement.** Should any legal action be brought by either Party for breach of this Agreement or to enforce any provisions herein, each Party shall bear its own costs (including attorneys' fees) and neither Party shall be entitled to recover such costs from the other Party.
- 16.8. **Liability of City Officials.** No City official or employee shall be personally liable under this Agreement.
- 16.9. **Delegation.** Any reference to any City body, official or employee in this Agreement shall include the designee of that body, official or employee, except where delegation is prohibited by law.
- 16.10. **Severability.** Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
- 16.11. **Integration.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by all of the Parties.

- 16.12. **Counterparts.** This Agreement may be signed in one (1) or more counterparts, and will be effective when the Parties have affixed their signatures to counterparts, at which time the counterparts together shall be deemed one (1) original document; provided, however, that all executed counterparts are provided to the City Clerk.
- 16.13. **Interpretation.** The Parties acknowledge that this Agreement has been negotiated by both Parties and their legal counsel and agree that this Agreement shall be interpreted as if drafted by both Parties.
- 16.14. **Inconsistency.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals or Exhibits, this Agreement shall prevail.
- 16.15. **Incorporation.** The Recitals, Exhibits, and all defined terms in this Agreement are part of this Agreement.
- 16.16. **Applicable Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Sacramento or, in the event of federal litigation, the Eastern District of California.
- 16.17. **Time of the Essence.** Time is of the essence of this Agreement.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties hereto are executing this Agreement on the dates set forth below, to be effective as of the Effective Date.

"CITY"

CITY OF ISLETON,
Municipal corporation

By: _____

Name: [Eric Pene]

Its: Mayor

Dated: [date]

"DEVELOPER"

WTO Essentials, Inc.

By: _____

Name: _____

Its: _____

Dated: [date]

ATTEST:

Yvonne Zepeda, City Clerk

APPROVED AS TO FORM:

Andreas Booher, City Attorney

List of Exhibits:

- Exhibit A: Project Description
- Exhibit B: Legal Description of the Property
- Exhibit C: Site Plan Showing Location of the Facility on the Property
- Exhibit D: Form of Assignment and Assumption Agreement
- Exhibit E: Memorandum of Development Agreement

Exhibit A

Project Description

WTO Essentials, Inc. ("Developer") proposes to develop and operate a legal cannabis manufacturing and distribution facility within 4,200 portion, Unit B, of an existing 6,800 square foot commercial building at 402 Jackson Blvd, in Isleton, California (APN 157-0073-031 pursuant to a City-issued Conditional Use Permit 01-22.

Exhibit A

Exhibit B

Legal Description of the Property

Real property in the City of Isleton, County of Sacramento, State of California, described as follows:

Lots 1 and 2 Block 17, Lots 6,7,8,9, and 10, Block 16, City of Isleton, Containing 35,630 square feet (M/L). AP# 157-0073-031.

Exhibit D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[Add Assignee Address]

Attn: _____

(SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT
WTO Essentials, Inc. Development Agreement)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between WTO Essentials, Inc. (the "Developer"), and _____, a _____ (the "Assignee").

RECITALS

A. The City of Isleton and Developer entered into that certain Development Agreement recorded in the Official Records of Sacramento County, California, on _____, 20____, as Instrument No. 20____-_____ (the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop [property description], which real property is more particularly described in the Development Agreement and legally described in Exhibit A, attached hereto and incorporated herein (the "[Industrial/Commercial] Property"), subject to certain conditions and obligations as set forth in the Development Agreement.

B. Developer intends to convey its interest in the Subject Property to Assignee along with Developer's rights, title, interest, burdens and obligations under the Development Agreement.

C. Developer desires to assign and Assignee desires to assume all of Developer's rights, title, interest, burdens and obligations under the Development Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement.
2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement. The parties intend hereby that,

upon the execution of this Agreement, Assignee shall become the "Successor" (as defined in the Development Agreement) to Developer under the Development Agreement solely with respect to the Subject Property.

- 3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- 4. The Notice Address described in Section 15.3 of the Development Agreement for Assignee, as the Successor solely with respect to the Subject Property shall be:



- 5. As provided in Section 14.1, this Assignment shall not be effective unless and until written consent of the City has been obtained.
- 6. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of Sacramento County, California.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"CITY" "DEVELOPER"

"ASSIGNEE"

WTO Essentials, Inc.

By: _____

By: _____

Name: Charles Smith _____

Name: _____

Its: _____

Its: _____

Dated: [date]

Dated: [date]

Exhibits:

A - Legal Description of the Property

RECORDATION OF THIS CERTIFICATE IS THE RESPONSIBILITY OF THE REQUESTING PARTY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Acknowledgment

State of California }
County of Sacramento }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

_____, Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Acknowledgment

State of California }
County of Sacramento }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

_____, Notary Public

Exhibit A to Assignment and Assumption Agreement

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Isleton, County of Sacramento, State of California, described as follows:

Lots 1 and 2 Block 17, Lots 6,7,8,9, and 10, Block 16, City of Isleton, Containing 35,630 square feet (M/L). AP# 157-0073-031.

Exhibit A to Assignment and Assumption Agreement



Exhibit A to Assignment and Assumption Agreement (continued)

Site Plan Showing Location of the Facility and the Property

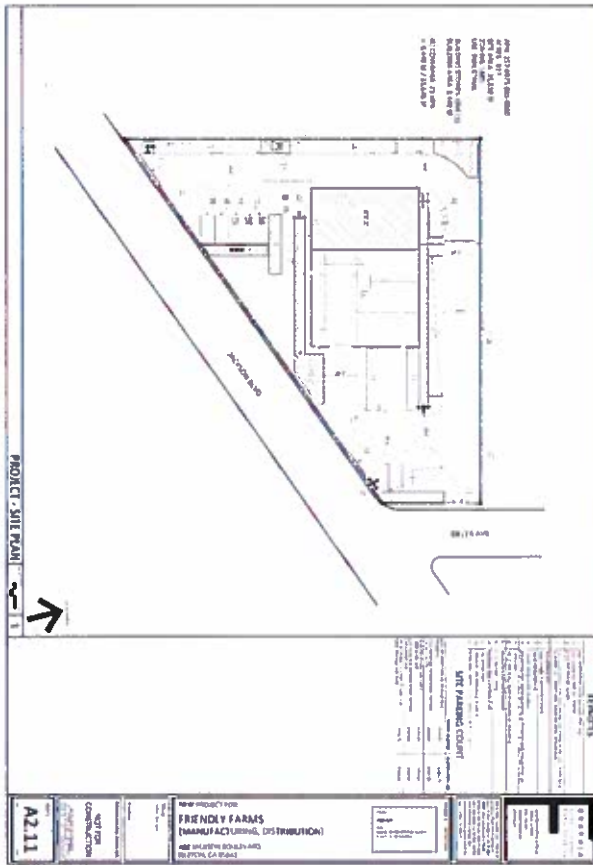


Exhibit E

Memorandum of Development Agreement



Recording Requested by and

When Recorded Return to:

City of Isleton
101 2nd St.
Isleton, CA 95641

No recording fee required pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF DEVELOPMENT AGREEMENT
[developer's name]

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made this ___ day of _____, 2022, by and between the CITY OF ISLETON, a municipal corporation ("City"), WTO Essentials, Inc. ("Developer"), and [owner's name] ("Owner"), collectively referred to as the "Parties." [Developer is the lessee under the terms of that certain unrecorded lease dated _____ 2022, by and between Developer and Owner. OR Developer is the owner of the of the real property described below.]

Commented [A1]:
remove if Developer owns building where business is to be located

City and Developer are Parties to that certain "Development Agreement" approved by Ordinance 2022-004 (the "Development Agreement"), the terms and conditions of which are hereby incorporated by this reference as if set forth in full herein. The Development Agreement applies to the development and operation of a "Facility" (as defined in the Development Agreement) that is located on certain real property situated in the County of Sacramento, State of California, and legally described as follows (the "Property"):

[See Exhibit A]

"CITY"

CITY OF ISLETON,
a municipal corporation

By: _____
Name: [Eric Pene]
Its: Mayor
Dated: [date]

"DEVELOPER"

WTO Essentials, Inc.

By: _____
Name: Charles Smith
Its: _____
Dated: [date]

"OWNER"

By: _____
Name: _____
Its: _____
Dated: [date]

Exhibit E

RECORDATION OF THIS CERTIFICATE IS THE RESPONSIBILITY OF THE REQUESTING PARTY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Acknowledgment

State of California)
County of Sacramento)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

_____, Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Acknowledgment

State of California)
County of Sacramento)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

_____, Notary Public

Exhibit A to Memorandum of Agreement

Legal Description

Real property in the City of Isleton, County of Sacramento, State of California, described as follows:

Lots 1 and 2 Block 17, Lots 6,7,8,9, and 10, Block 16, City of Isleton, Containing 35,630 square feet (M/L). AP# 157-0073-031.

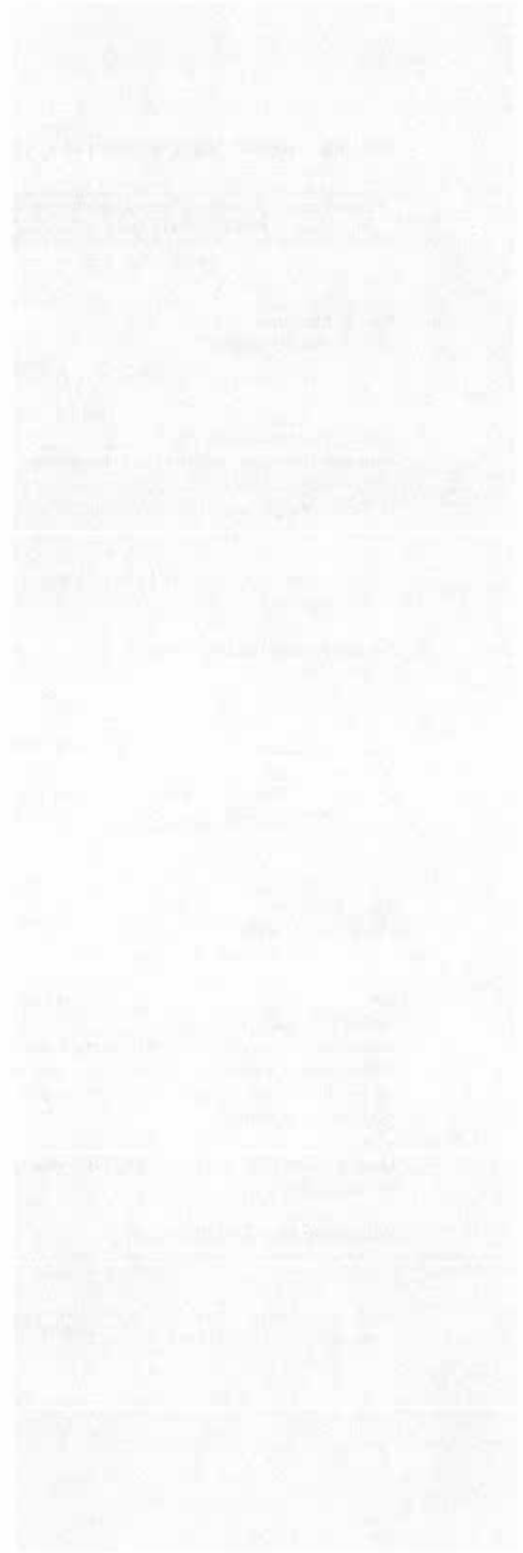
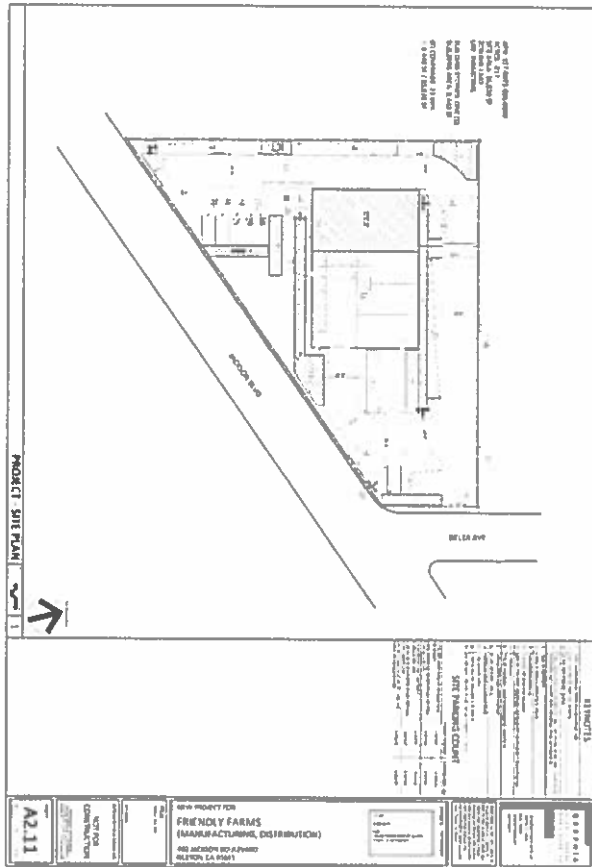


Exhibit A to Memorandum of Agreement (continued)



Attachment 1

DEVELOPMENT AGREEMENT TO BE ADDED HERE

**Attachment C
Planning Commission Staff Report Package**

City of Isleton

DATE: April 13, 2022

**Planning Commission
Staff Report**

ITEM#:

CATEGORY: New Business

CANNABIS CONDITIONAL USE PERMIT APPLICATION CUP 01-22 AND DEVELOPMENT AGREEMENT DA 2022-01, 402 JACKSON BLVD. UNIT 2, WTO ESSENTIALS, INC, APPLICANT

CONTINUED REVIEW

This item was continued from the April 5, 2022, Planning Commission meeting due to lack of providing the Commission sufficient information to review the applications.

BACKGROUND

WTO Essentials, INC LLC (Charles Smith, owner/contact), has submitted an application for conditional use to occupy a 4,200 square foot section of an existing 6,800 square foot commercial building located at 402 Jackson Boulevard to operate a cannabis manufacturing and distribution business. The property is owned by Delta Boyz Enterprises, LLC, who has signed a letter of consent to lease the property for commercial cannabis building to the applicant. The remaining 2,600 square foot portion of the building (Building Unit 1) is being used by Delta Agricultural Holdings, LLC, as another cannabis manufacturing and distribution business (previously approved by the City in 2019 under Conditional Use Permit CUP 10-18 and Development Agreement DA 2018-08).

In addition to using Unit 2 of the building, WTO, the applicant, proposes installation of two manufacturing control units located outside the building. The manufacturing facility proposes to operate from 4:00 a.m. through 9:00 p.m., seven days a week. The facility will eventually expand operations to 24 hours a day. Both WTO and Delta plan to use the common areas, including driveways, parking, fencing, trash enclosure, lighting, and landscaping. As referenced in the Business Plan, WTO, would be the primary manager of on-site operations (refer to Attachment 2).

A use permit application has been filed with the City to allow commercial cannabis (manufacturing and distribution) in accordance with Section 2307 of the City of Isleton Municipal Code. In addition, a development agreement has been proposed in conjunction with the use permit. Both the use permit and development agreement are subject to review by the Planning Commission for recommendation to the City Council for final adoption to permit the proposed commercial cannabis operations.

PROJECT SITE SETTING

The property is located at 402 Jackson Boulevard, which is in the western portion of Isleton, just south of Fourth Avenue. The lot size is 0.82 acre and contains an existing industrial/commercial

building, totaling 6,800 square feet. The building was built in 1935 and has been used for warehousing and industrial uses.

The property is located within two zoning districts: the majority of the property that contains the building and parking is within the PDI – Planned Industrial Zoning District. A lower triangular piece of the property, containing area for six parking spaces is within the RM3- Multi-family Residential Zoning District. Please refer to Attachment 6, General Plan Consistency Report which includes a zoning map in relation to the project site. The property is surrounded by residentially zoned areas to the north and west, and industrial/commercial areas to the south and east (refer to Attachment 3, Vicinity Map and Site Photos).

CANNABIS REGULATIONS

Ordinance 2018-02, Section 2306 states cannabis operations can be established within the C-Commercial and PDI-Planned Industrial Districts in the City, and provides several conditions to which cannabis operations must comply, including:

1. An executed Development Agreement (refer to Attachment 5); and
2. An approved public safety and security plan (refer to Attachment 2); and
3. An approved ventilation and odor control plan (refer to Attachment 2); and
4. No signage advertising the proposed use are to be posted at the Property; and
5. No access to anyone under 21 years of age (18 years in certain state-mandated cases).

Section 2305 further requires all cannabis operations to be sited at least 600 feet from any school, child care center, or youth center. The project is located at over 600 feet from these activities (refer to Attachment 7).

ENVIRONMENTAL REVIEW

The project qualifies as categorically exempt from the California Environmental Quality Act (CEQA) Guidelines under Section 15301 for Existing Facilities. Similar to other commercial cannabis projects which are located within the downtown, this project is not expected to result in any significant adverse environmental impacts, such as traffic, air quality, or biology, since the project is a re-occupancy of an existing building and the proposed use is not expected to increase impacts as compared to current and previous industrial and commercial of the building and grounds. Prior to approving the project, the Commission will need to concur with this determination of environmental exemption.

LAND USE COMPATIBILITY AND ZONING CODE COMPLIANCE

In accordance with Section 1407 of the Zoning Code, the Planning Commission must make the following findings to approve this conditional use permit:

- A. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.
- B. That the proposed location of the conditional use is in accordance with the objectives of the zoning ordinance and the purposes of the district in which the site is located.
- C. That the proposed use will comply with each of the applicable provisions of the Zoning Code.

This conditional use permit involves cannabis manufacturing processes (production of cartridges and concentrates) and distribution of product to licensed cannabis dispensaries. The current operation, on a smaller scale over the last few years has not resulted in any complaints from the neighborhood, such as odor or noise. The proposed operation plan does address this, including no outdoor operations, such as vehicle loading between 10 pm and 7 am, consistent with the City's noise regulations and odor control. A detailed lighting plan with photo-metric diagram, shows the addition of some exterior lighting to be installed within the parking lot and behind the building. Lighting has been designed to avoid any significant light glare onto adjacent properties. This plan also includes maintaining a maximum employee occupancy of 20 to comply with the City's off-street parking regulations of one space per employee (refer to Attachment 2).

DESIGN REVIEW

This application proposes some improvements to the common areas, such as landscaping, lighting, fence screening, that are expected to enhance the site's appearance. Proposed changes appear to comply with the City's related design requirements.

DEVELOPMENT AGREEMENT

Development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project. In accordance with City Ordinance 2018-02, Section 2306-A, a Development Agreement has been submitted for the proposed commercial cannabis operations (refer to Attachment 4). Terms of this agreement were developed between the City Manager and the applicant. Highlights of the development agreement include:

- A. Maintaining appropriate security on the site.
- B. Maintaining financial records and payment to the City from gross receipts.
- C. Insurance, indemnification, and operational requirements.
- D. Transferability of business.

Although a development agreement is subject to final adoption by the City Council as a legislative act that shall be approved by ordinance. (Gov. Code § 65867.5(a). The development agreement shall not be approved unless the City Council makes a finding that the provisions of the agreement are consistent with the general plan. (*Id.*) The Planning Commission is requested to review the agreement to determine whether it is consistent with the objectives policies, and general land use plans for the City, and forward its recommendation to the City Council.

The Development Agreement consisting of Attachment 4 is in draft form and still required further review and amendments by the City Attorney.

As previously considered in this report, the proposed commercial cannabis operations appear to be consistent with the General Plan and in compliance with the Zoning Code, so the Planning Commission may find that the subject development agreement should be adopted by the City Council (subject to final legal review).

PUBLIC COMMENTS

The City received an email from Terri Hupfer on March 29, 2022, noting concerns with the proposed project (see Attachment 7). Concerns including pedestrian access and children safety, traffic impacts, noise, smell and light pollution, signage, and taxes. As provided in the project business plan/project description, most of these concerns have been addressed. Staff finds traffic impacts would be negligible as compared to previous occupancies of the building with the limitation of 20 employees on the site and normal operations of the commercial building.

FINDINGS AND CONDITIONS

Attachment 1 of this staff report consists of Planning Commission Resolution PC 01-22 which includes a number of findings and conditions necessary for the Commission's recommendation of approval to the City Council. These conditions are summarized as follows:

- A. 1 and 2 related to project description and indemnity.
- B. 3-5 and 9 relate to the Development Agreement.
- C. 6 requires cannabis licensing from the State.
- D. 7 requires obtaining permits from City and others prior to occupancy.
- E. 8 allows for temporary building occupancy but requires all improvements from the project plans, such as parking, landscaping and lighting, be completed within 6 months.
- F. 9-13 related to periodic reviews and entitlement acknowledgement.

RECOMMENDATION

The Planning Commission should hold further continued public review of this project by this public hearing, consider the applicant's, staffs and public comments and approve Planning Commission Resolution PC01-22 (based on findings and subject to conditions) and recommend this item to the City Council. Or the Commission may continue this item with further direction to staff. Please note that any continuance of the project must be agreeable to the applicant. Should the Commission choose to recommend denial of the project, the item should be continued with direction to staff to prepare findings for this action.

ATTACHMENTS:

- 1. Business Plan (Amendment No. 1 Approved by the Planning Commission on April 13, 2022)
- 2. Public Comments
- 3. Traffic and Lighting Impacts Details

ATTACHMENT 2
WTO ESSENTIALS, INC. CONDITIONAL USE PERMIT APPLICATION CUP 01-22
BUSINESS AND IMPROVEMENT PLANS
AMENDMENT NO. 1

Approved by Planning Commission on April 13, 2022

BACKGROUND

WTO Essentials, Inc is organized as a California Corporation in the State of California. The articles of incorporation were filed with the Secretary of State. Our ownership team includes cannabis entrepreneurs with expertise in cannabis extraction and agriculture. WTO Essentials produces the Friendly Farms brand.

Friendly Farms manufactures preeminent quality cannabis cartridges and concentrates. The award winning brand plans to operate a state of the art manufacturing facility at 402 Jackson Blvd, Isleton, CA 95641. WTO will operate out of Building Unit 2, consisting of a 4,200 square foot section of the building. Manufacturing will be conducted within two separate extraction units next to Building Unit 2 and within the 4,200 square foot portion of the building. Distribution will be conducted within a separate distribution space within a designated 1,150 sq ft area of Building Unit 2. Manufacturing and distribution operations will be completed separated from operations of Delta Agriculture, LLC, who currently operates out of Building Unit 1 (see attached site plan and floor plan). An interior wall will be installed between the building units as shown on the floor plan.

EXISTING OPERATION

Delta Agriculture, LLC, received previous conditional use permit and development agreement approval from the City in 2019, and has since been operating within a part of the existing building and part of the existing site. Manufacturing will continue to be conducted from one extraction unit, located next to Building Unit 1 and within a 2,600 square foot portion of the building. Distribution operations will occur within Building Unit 1 and in a separate cargo container located next to Unit 1. Distribution and manufacturing operations of Delta will be conducted completely separate from proposed operations of WTO Essentials under the original Conditional Use Permit and Development Agreement.

SHARED MANAGEMENT

Between the two owner operators a maximum of 20 employees will utilize the 6,800 square foot building. Multiple shifts will be conducted by both Delta Agriculture, LLC and WTO Essentials, Inc. which will reduce the amount of parking needed and to comply with the City's off-street parking regulations with a maximum 20 employees on site at any one time. Both companies will operate as separate businesses under the same development agreement for this property. Charles Smith, the owner of WTO Essentials, Will be the party responsible for managing and addressing operational conditions on the site, including waste management, noise and odor control, maintenance of the exterior building and outdoor common spaces, such as fencing, landscaping, and lighting.

PROPERTY OWNER RELATIONSHIP

The project site is located at 402 Jackson Blvd, Isleton, CA and is currently owned by Delta Boyz Retail Ventures, LLC, Delta Agricultural Holdings, LLC has a lease for using the property for commercial cannabis operations by Delta Boyz Retail Ventures, LLC. Delta Boyz Retail Ventures, LLC, is currently operating a cannabis manufacturing operation under City approved Conditional Use Permit CUP 10-18 and Development Agreement DA 2019. Delta Agricultural Holdings, LLC has signed a letter of consent to lease the building to the applicant, WTO Essentials, Inc, for commercial cannabis operations. The City will need to consider each business as having a separate location (premises) being Delta Agriculture at 402 Jackson Blvd, Unit 1, and WTO Essentials, Inc, at 402 Jackson Blvd, Unit 2. Prior to establishing operations, WTO Essentials, Inc, will need to secure a conditional use permit and development agreement from the City and commercial cannabis licensing from the State.

HOURS OF OPERATION (WTO)

The manufacturing facility proposes to operate from 4:00 a.m. through 9:00 p.m., seven days a week. The facility will eventually expand operations to 24 hours a day.

NOISE CONTROL

In accordance to the City's Noise regulations, outdoor activity, including any loading or unloading of vehicles, will be restricted to 7 am to 10 pm.

EXTERIOR LIGHTING DESIGN AND MAINTENANCE

In accordance with the project improvements plans new freestanding lighting will be installed within the parking lot and around the building. This lighting shall be designed to cut off excess light glare to levels not exceeding those shown on the photo-metric diagram. If the operator or City receives complaints from the neighborhood from excess lighting glare, lighting shall be repaired, reoriented, and/or replaced to reduce off-site light bleed to an acceptable level as determined by the City Manager.

DESCRIPTION OF ON-SITE MACHINERY (WTO)

- Odor control System, UV Ultra Violet Ozone 8 Units UVONAIR CD -1200 X 20 Units, 18-to 48" Inch collection HVAC upper wall fans, pull out air flow inside vent exhaust fans
- HVAC Systems, 12 GMP Mini split AC/Heat units
- Security Systems Cameras, Surveillance compliant 120-day backup system with 24-hour battery backup and 72 Camera's, walkie talkies, WIFI system, monitors
- Generator 120/208V 3 Phase NG (Natural Gas 45KW Generac/Zoro/Stand by Generator
- 2 Fork lifts- cat v18-188
- Extraction Equipment, 2 Extraction Booths – C1D1 labs custom booth; 2 Extractors- C1D1 Labs custom closed loop (certified); LP Recovery Pump - Master Vapor Pump - MVP; Purging Oven - Across International - Vacuum Oven 7.5 Cu Ft; 40Purging Ovens – 10 Across International - Vacuum Oven 1.9 Cu Ft; Oven Vacuum/Pump- Atlas Copco - GVD 28; 4 Air Compressor- Central Pneumatic - 125 psi; 4 Freezers – Mr. Winter 20x20; Water Heater, 2 Icon hash washers

EXTRACTION PROCESS

Butane closed loop extraction

Mechanical Separation (hash production with ice and water)

CANNABIS PRODUCTS PRODUCED

- Concentrates
- Vape Cartridges
- Infused/ non infused pre-rolls
- Cannabis edibles
- Packaged flower
- Lotions, ointments

DESCRIPTION OF STORED CHEMICALS

Reagent	Quantity Stored on Site
Acetone 99% Technical Grade UN:1090	10 gal
IsoPrOH 99% UN:1219	50 gal
Nitrogen (Gas) UN:1066	1000 Cu Ft
Nitrogen (Liquid) UN:1977	0 lbs
Butane/Propane (70/30) UN:1965	1200 lbs
CO2 (Solid) UN:1845	10000 lbs

ODOR CONTROL

The Manufacturing facility will ensure that it does not emit a detectable odor. Specifically, odor control at the manufacturing facility will be handled by mechanical air cleaning within the building. The FILTR revolution 115 and Object Disinfection System will feature a state-of-the-art powered air scrubber that will remove the odors associated with cannabis manufacturing. Utilizing a combination of charcoal filters and ultraviolet (UV) lighting, the scrubber will filter air that is then exhausted, at a rate of approximately 45 pascals of air, through the normal HVAC system to the outside.

This system has been proven to effectively filter objectionable odors from a wide variety of facilities, including hospitals, smoking environments, and garbage rooms. It features roof-top units that are designed to maximize energy efficiencies through smart technology and a powerful, easy to use unit controller.

Each unit treats approximately 1,500 square feet of space; therefore, our proposed structure will require a minimum of 3 units for manufacturing. This system will control odors that may be emitted during the manufacturing of cannabis extracts.

SECURITY PLAN

Intrusion Detection System

- All points will be tested at the local level.
- All points will be inspected for damage.
- Connection to the Central Station will be verified.
- A report will be created covering all services per quarter.

Access Control System

- All access points will be tested.
- The access control server will be inspected.
- Software update if available will be applied.
- Batteries will be verified in proper working order.

A report will be created providing covering all services per quarter.

Electronic Video Surveillance

- All cameras will be cleaned.
- All cameras' views will be verified and adjusted if needed.
- Recording servers and drive integrity will be inspected.
- Software updates if available will be applied.
- ADT communication connections to the Police department will be verified.

ACCESS CONTROL SYSTEM DESCRIPTION

The proposed access control system will be a non-proprietary, LTS door access controller. LTS components are used for many access control uses within many cannabis companies. In the event the access control software company's service falls inadequate, the entire system can be reset and have all user access revoked. This will create a secure system to depend on for cannabis activity containment.

Movement within each area of the facility will be tightly controlled. All main access doors and doors to the manufacturing areas will require card readers with keypads. Card reader doors shall be monitored by a DPDT balanced magnetic switches. These contacts will allow the door to be monitored by both the access control system and the intrusion system from a single balanced magnetic switch. Single doors will require (1) balanced magnetic switch. The doors will also be equipped with a request to exit by integrated hardware. All locking hardware leading into the building and secure areas shall be commercial grade. (*The locksets will not require power to unlock*). In the event of a power loss or failure of the system, the door will remain secure through deadbolt locks. Free egress will always be allowed. All perimeter doors shall be monitored and will alarm at the access control workstation to provide an immediate notification of a breach by text message or audible alarm.

CREDENTIALS AND ACCESS LEVELS

Only permitted employees will be allowed into respective areas of the facility in which their access levels are assigned. All card reader equipped doors will require the employee or respective personnel to present the proper credential and enter their unique pin code to gain access. If an employee was to lose a card, it shall be reported immediately to the Security Manager. The card shall be deactivated from the system and the employee will be provided a new credential with a new unique pin code. The main purpose of dual authentication, is to

prevent an individual from gaining access to areas if a credential is lost or stolen. All access levels shall be created unique, named logically, and shall not share common access areas with restricted access areas. Proximity cards shall not be used as technology has surpassed the credential and can easily be copied.

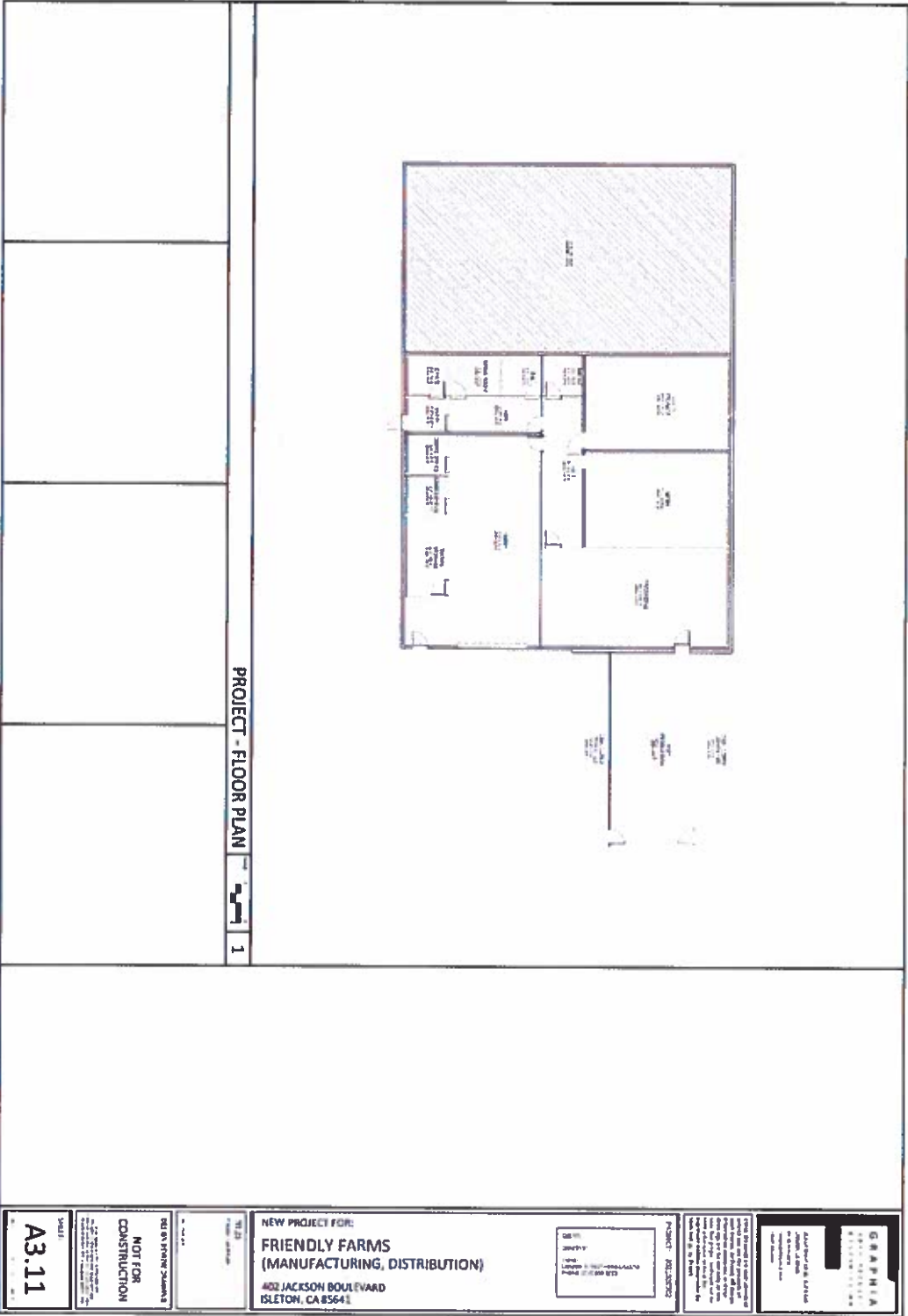
ACCESS CONTROL BADGING SYSTEM

Security personnel issuing badges shall be equipped with a badge printer. Each employee will have their picture taken behind a yellow back drop. Each badge will require a unique template created for the premises. Credentials shall not be handed out without the proper badge template and portrait of the employee.

INTRUSION DETECTION SYSTEM

The selected security systems integrator will install, maintain, and use a professionally monitored intrusion detection system to meet the following requirements:

- The system shall report to a UL listed central monitoring station at the Signal transmission will be via dedicated telephone line with cellular backup module.
- The control panel shall be an enterprise level burglar alarm control panel;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls, roof hatches, skylights, and storage room(s) the contain safe(s).
- The system shall have an estimated (3) duress buttons installed for personnel in common areas.
- The duress button shall be *silent* not to aggravate the individual causing the duress situation.



NEW PROJECT FOR:
FRIENDLY FARMS
 (MANUFACTURING, DISTRIBUTION)
 402 JACKSON BOULEVARD
 ISLETON, CA 85641

GRAPHIA
 ARCHITECTURAL
 402 JACKSON BOULEVARD
 ISLETON, CA 85641
 TEL: (916) 438-1111
 WWW.GRAPHIA.COM

PROJECT REVISIONS

NO.	DESCRIPTION	DATE
01	ISSUE FOR PERMITS	08/11/11
02	ISSUE FOR CONSTRUCTION	08/11/11

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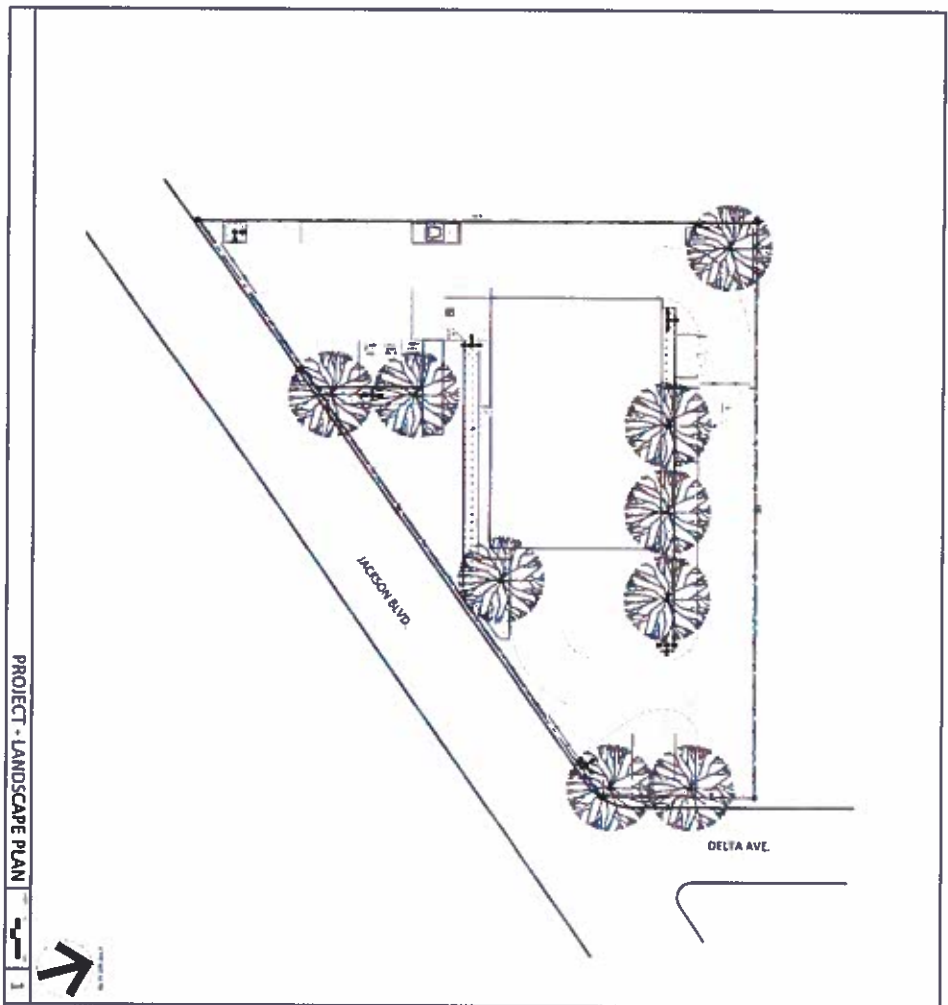
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DATE: 08/11/2011
 TIME: 10:00 AM
 PROJECT: FRIENDLY FARMS (MANUFACTURING, DISTRIBUTION)
 SHEET: A9.22

NEW PROJECT FOR:
FRIENDLY FARMS
 (MANUFACTURING, DISTRIBUTION)
 402 JACKSON BOULEVARD
 ISLETON, CA 85641

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A9.22



PROJECT - LANDSCAPE PLAN

1



KEYNOTES

1. ALL TREE PLANTINGS SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY LANDSCAPE DESIGN MANUAL.

2. ALL TREE PLANTINGS SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY LANDSCAPE DESIGN MANUAL.

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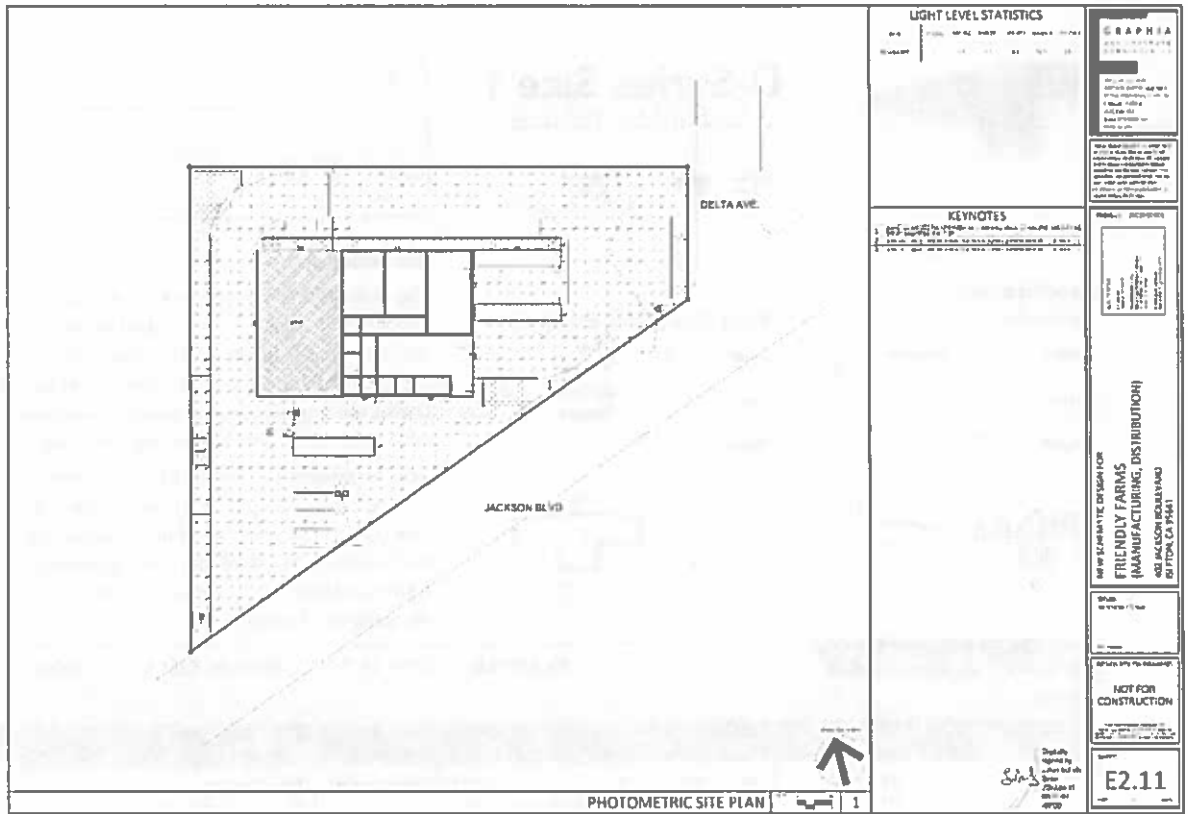
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<p>G R A P H I A 1000 N. 1000 W. SUITE 100 SALT LAKE CITY, UT 84119 (801) 487-1111 www.graphia.com</p>	<p>LANDSCAPE AREA QTY.</p> <p>SHADE TREE COUNT</p> <p>1. 1.00</p> <p>2. 1.00</p> <p>3. 1.00</p> <p>4. 1.00</p> <p>5. 1.00</p> <p>6. 1.00</p> <p>7. 1.00</p> <p>8. 1.00</p> <p>9. 1.00</p> <p>10. 1.00</p> <p>11. 1.00</p> <p>12. 1.00</p> <p>13. 1.00</p> <p>14. 1.00</p> <p>15. 1.00</p> <p>16. 1.00</p> <p>17. 1.00</p> <p>18. 1.00</p> <p>19. 1.00</p> <p>20. 1.00</p> <p>21. 1.00</p> <p>22. 1.00</p> <p>23. 1.00</p> <p>24. 1.00</p> <p>25. 1.00</p> <p>26. 1.00</p> <p>27. 1.00</p> <p>28. 1.00</p> <p>29. 1.00</p> <p>30. 1.00</p>	<p>NEW PROJECT FOR: FRIENDLY FARMS (MANUFACTURING, DISTRIBUTION) 482 JACKSON BOULEVARD SALT LAKE CITY, UT 84143</p>	<p>DATE: 10/11/11</p> <p>SCALE: 1" = 10'-0"</p>	<p>FORM THESE DRAWINGS NOT FOR CONSTRUCTION</p>	<p>A2.11</p>
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LIGHT LEVEL STATISTICS

AVG	MIN	MAX	STDEV	UNIFORMITY	COEFF OF VAR
100	50	150	20	0.8	0.2

KEYNOTES

1. ALL LIGHT FIXTURES TO BE SHIELDED TO PREVENT DIRECT LIGHT ON ADJACENT PROPERTIES.

2. ALL LIGHT FIXTURES TO BE SHIELDED TO PREVENT DIRECT LIGHT ON PUBLIC HIGHWAYS.

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PROJECT INFORMATION

PROJECT NO.	2023-001
DATE	10/20/23
CLIENT	FRIENDLY FARMS
LOCATION	1000 JACKSON BOULEVARD, COSTA MESA, CA 92626

PREPARED BY: GRAPHIA
DESIGNED BY: GRAPHIA
CHECKED BY: GRAPHIA
DATE: 10/20/23

PREPARED FOR:
FRIENDLY FARMS
(MANUFACTURING, DISTRIBUTION)
1000 JACKSON BOULEVARD
COSTA MESA, CA 92626

SCALE:
1" = 10'-0"

NOT FOR CONSTRUCTION

E2.11



D-Series Size 1 LED Wall Luminaire



Buy American

d^{series}

Specifications Luminaire

Width:	13-3/4" (34.9 cm)	Weight:	12 lbs (5.4 kg)
Depth:	10" (25.4 cm)		
Height:	6-3/8" (16.2 cm)		

Back Box (BBW, E20WC)

Width:	13-3/4" (34.9 cm)	BBW Weight:	5 lbs (2.3 kg)
Depth:	4" (10.2 cm)	E20WC Weight:	10 lbs (4.5 kg)
Height:	6-3/8" (16.2 cm)		



Catalog Number	
Notes	
Type	

Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSWX1 LED 20C 1000 40K T3M MVOLT DDBTXD

Series	LEDs	Drive Current	Color Temperature	Distribution	Voltage	Mounting	Control Options
DSWX1 LED	10C 10 LEDs (one engine) 20C 20 LEDs (two engines)	350 350mA	30K 3000K	T2S Type II Short	MVOLT ¹	Shipped included (Mark 1) Surface mounting bracket BBW Surface-mounted back box (for product entry) ⁵	Shipped installed PE Photoelectric (no time delay) DMG 0-10V dimming (no pull-out dimmer; use with remote dimmer or, order separately) PIR 180° motion/ambient light sensor (5-15 ft range) ¹² PIRH 180° motion/ambient light sensor (5-30 ft range) ¹² PIRHFC3V Motion/ambient sensor, 8-15 min. range, light ambient sensor (no pull-out dimmer) PIRHFC3V Motion/ambient sensor, 15-30 min. range, light ambient sensor (no pull-out dimmer) E20WC Emergency battery back-up (includes external component enclosure, CA Title 20 compliant) ¹¹
		530 530mA	40K 4000K	T2M Type II Medium	120 ¹		
		700 700mA	50K 5000K	T3S Type III Short	208 ¹		
		1000 1000mA (1 A) ¹	AMBPC Amber light output compliant	T3M Type III Medium	240 ¹		
				T4H Type IV Medium	277 ¹		
				TFTM Forward Throw Medium	347 ¹		
					480 ¹		

Other Options	Finish
Shipped installed SF Single fuse (120, 277 or 347V) ^{2,3} DF Double fuse (208, 240 or 480V) ^{2,3} HS Hot-swap design ⁴ SPD Separate surge protector ¹⁰	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Satin stainless DDBTXD Textured cast aluminum DBLBXD Textured black DNATXD Textured natural aluminum
Shipped separately¹¹ BSW Back-screwed surface VG Venca guard DDL Diffused lens (only)	DWHGXD Textured white DSSTXD Textured stainless

Accessories

Ordered and shipped separately.

DJLMSU	Micro-size shield (surface light engine)
DSXNDYU	Ball detector spikes
DJLWTVU	Vandal glass accessory

NOTES

- 20C 1000 is not available with PIR, PIRH, PIRHFC3V or PIRHFC3V.
- ANYOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
- Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
- Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
- Photocell (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensor (PIR or PIRH).
- Reference Motion Sensor table on page 3.
- Same as old ELCW. Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com.
- Not available with SPD.
- Not available with E20WC.
- Also available as a separate accessory; see Accessories information.
- Not available with E20WC.



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DSWX1 LED
 Rev. 3/02/22

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	LM7	Lumen Multiplier
0°C	32°F	1.07
10°C	50°F	1.07
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	1.00
40°C	104°F	0.98

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the DSXW1 LED 20C 1000 platform in a 25°C ambient, based on 10,000 hours of LED testing (based per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LMF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.93	0.88

Electrical Load

LEDs	Drive Current (mA)	Square Watts	Current (A)					
			120V	208V	240V	277V	347V	480V
10K	350	14W	0.13	0.07	0.06	0.06	-	-
	530	20W	0.19	0.11	0.09	0.08	-	-
	700	27W	0.25	0.14	0.13	0.11	-	-
	1000	40W	0.32	0.21	0.19	0.16	-	-
20K	350	24W	0.23	0.13	0.12	0.10	-	-
	530	36W	0.33	0.19	0.17	0.14	-	-
	700	47W	0.44	0.25	0.22	0.19	0.15	0.11
	1000	74W	0.69	0.40	0.35	0.30	0.23	0.17

Motion Sensor Default Settings

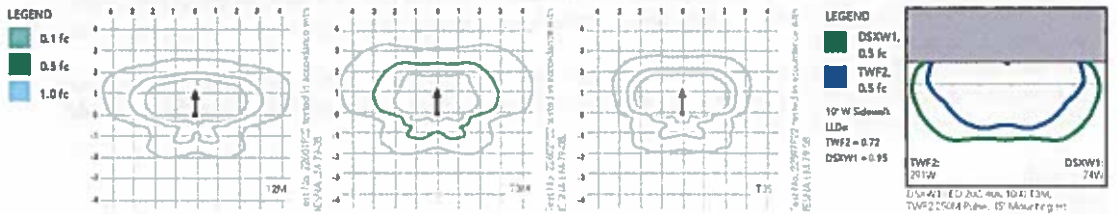
Option	Dimmed State	High Level (when triggered)	Threshold Operation	Dwell Time	Ramp up Time	Ramp down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*For use when motion sensor is used as dusk to dawn control

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Wall Size 1 homepage.

Footcandle plots for the DSXW1 LED 20C 1000 40K. Distances are in units of mounting height (15').



Options and Accessories



FEATURES & SPECIFICATIONS

INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building exterior doorway and pathway illumination for nearly any facility.

CONSTRUCTION

Two-piece die cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is recessed to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH

Exterior parts are protected by a reinforced Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mil thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000K (70 mm CR), 4000K (70 mm CR) or 5000K (70 mm CR) configurations.

ELECTRICAL

Light engine(s) consist of 10 high-efficiency LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L80/10,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5kV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low per ANSI/IEEE C62.41.2.

INSTALLATION

Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket window and attaches to the mounting bracket via corrosion resistant screws.

LISTINGS

CSA certified to US and Canadian standards. Rated for -40°C minimum ambient.

Design lights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products list at www.dcl.com to confirm which versions are qualified.

BUY AMERICAN

This product is assembled in the USA and meets the Buy American (B) government procurement requirements under FAR, DFARS and DOT. Please refer to www.buyusa.gov, www.defense.gov for additional information.

WARRANTY

Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at www.lithonia.com.

Note: Actual performance may differ as a result of end user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.



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DSXW1 LED
 Rev. 3/07/22

Yvonne Zepeda

From: Terri Hupfer <hupferteri@gmail.com>
Sent: Tuesday, March 29, 2022 5:43 PM
To: yvonne.zepeda@cityofisleton.com
Subject: Re:Public hearing 4/5/22 re Conditional use permit for 402 Jackson Blvd.

"We, Isleton residents, and close neighbors of this business are writing to express the following concerns:

- 1. We are very worried about increased traffic to our streets. The current fence at the property extends to the street and there is not even a sidewalk. Many of us, our neighbors, their children and pets walk in this neighborhood. There would be a great deal more traffic here, especially since our speed bumps have not been replaced on Delta Ave.*
- 2. Would sales be to the public or only wholesale? This would affect traffic volume as well.*
- 3. What sort of provisions have been made for noise, smell and increased light pollution from the facility?*
- 4. Will there be increased signage to divert commercial traffic away from our residential area?*
- 5. We have been told that the taxes paid by cannabis businesses benefit the City, but we have yet to see results of said taxes. We feel that in addition to taxes there should be an expectation of upgrading the property, as we have done with our own homes.*
- 6. We have also heard that a large complex has been approved at the former site of the Meadows. This will also add to noise and traffic. We do not object to the City courting new businesses, but want to insure that they add rather than take away from our town.*

*Sincerely,
Terri Hupfer
Nolan Kelly
Andi Martinez
Jesus Marez
Dan Mclean
Paul Touris
Jay Arter*

Memo

April 12, 2022

To: City of Isleton Planning Commission

From: Chuck Bergson, City Manager

Subject: Environmental Review for WTO Use Permit for Commercial Cannabis

At the April 4, 2022, Planning Commission meeting, Commissioner Jones noted some concerns for the project's environmental determination for this project. Commissioner Jones followed up with our Planning Consultant, to further consider more specific concerns. Commissioner Jones more specifically noted the following concerns from the project:

1. The potential for traffic impacts from occupying the vacant portion of the building with a commercial cannabis operation and particularly the expanded schedule of 24 hours, seven days a week; and
2. Lighting impacts from exterior lighting particularly light glare onto adjoining residents.

We. Price conducted further research on these impacts and concluded that although the project will result in some increased traffic and lighting impacts, these impacts would not be significant.

Traffic Impact Analysis: We reached out to licensed traffic engineers, W-Trans, who conducted an analysis of the project using the 11th edition Institute of Traffic Engineer's Rate Schedule for "Manufacturing". W-Trans indicated that due to the small scale of the project, traffic generation rates should be about 50 new vehicle trips per day. Based on the draft traffic analysis conducted by Gandini, Traffic Consultants, in December 2021, for the Draft 2040 General Plan Circulation element, existing traffic levels on Jackson Blvd. are about 1,000 vehicle trips daily operating at A Level of Service. At General Plan build-out with the project, operations remain at least at a B Level of Service (see attached tables from traffic study). With a 0.04 percent increase in overall traffic volumes, the project would result in negligible traffic impacts.

Lighting Impacts: We noted concerns to the applicant regarding concerns of the use of freestanding lighting fixtures at the back of the building (originally shown in Attachment 2). These 18-foot-tall fixtures would have potentially resulted in light glare into the back yards of many adjoining residential properties. In response the lighting plan was revised. A new lighting design has been submitted removing those freestanding light standards with wall mounted lighting. As shown on Attachment 2, Amendment No. 1, the results are reduced illumination levels along the back to further minimize light glare onto adjoining residents.

Attachments:

1. W-Trans Email and Traffic Tables from Ganddini Traffic Impact Study
2. Lighting Details
3. Attachment 2, Amendment No. 1-Business Plan

Email from W-Trans

April 11, 2022

I did a quick analysis for you using the 11th edition rates for “Manufacturing”. The problem with using standard rates based on floor area for such a small project is that the trip count doesn’t align with expectations for employees. I would suggest using rates with the total employment count as the independent variable (the third row below); this seems more reasonable to me. 20 employees would be expected to result in 50 daily trips. I’ve also attached an expert from the Manual if you want to dig into the rates a little more.

Number of Units	Units	Land Use Number	Land Use No./Type	Setting/Location	Trip Rate per Unit	Total Trips	Trip Rate per Unit	Number of Trips	In (%)	In (Rate)	In (Trips)	Out (%)	Out (Rate)	Out (Trips)	Trip Rate per Unit	Number of Trips	In (%)	In (Rate)	In (Trips)	Out (%)	Out (Rate)	Out (Trips)
4.2	Inf	140	Manufacturing	General Urban/Suburban	4.75	70	0.88	3	76	0.52	2	24	0.16	1	0.74	3	31	0.23	1	0.66	0.51	2
6.6	Inf	140	Manufacturing	General Urban/Suburban	4.75	32	0.88	5	76	0.52	4	24	0.16	1	0.74	5	31	0.23	2	0.66	0.51	3
20	Employees	140	Manufacturing	General Urban/Suburban	2.51	50	0.32	6	73	0.73	5	27	0.69	3	0.31	6	37	0.11	2	0.51	0.20	4

You might also want to consider a totally custom trip generation assessment considering employees and deliveries/shipments. This might be the most accurate option.

**Table 3
Existing Intersection Levels of Service**

Study Intersection	Jurisdiction ¹	Traffic Control ²	AM Peak Hour		PM Peak Hour	
			Delay ²	LOS ³	Delay ²	LOS ³
1. A St (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	13.20	B	13.76	B
2. C St (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	12.03	B	13.86	B
3. 2nd St (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	14.25	B	15.06	C
4. H St (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	10.23	B	12.23	B
5. Tyler Island Bridge Rd (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	11.44	B	12.82	B
6. Tyler Island Bridge Rd (NS) at 6th St (EW)	Isleton	CSS	8.56	A	8.59	A

Notes:

- (1) TS = Traffic Signal; CSS = Cross Street Stop; AWS = All-Way Stop
- (2) Delay is shown in seconds/vehicle. For intersections with traffic signal, overall average intersection delay and LOS are shown. For intersections with cross street stop control, LOS is based on average delay of the worst approach.
- (3) LOS = Level of Service

**Table 5
General Plan Buildout 2040 Intersection Levels of Service**

Study Intersection	Jurisdiction ¹	Traffic Control ²	AM Peak Hour		PM Peak Hour	
			Delay ²	LOS ³	Delay ²	LOS ³
1. A St (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	15.90	C	20.88	C
2. C St (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	18.33	C	21.43	C
3. 2nd St (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	26.59	D	26.16	D
4. H St (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	11.82	B	16.60	C
5. Tyler Island Bridge Rd (NS) at River Rd/SR-160 (EW)	Isleton/Caltrans	CSS	14.31	B	17.67	C
6. Tyler Island Bridge Rd (NS) at 6th St (EW)	Isleton	CSS	8.64	A	8.69	A

Notes:

- (1) CSS = Cross Street Stop
- (2) Delay is shown in seconds/vehicle. For intersections with traffic signal, overall average intersection delay and LOS are shown. For intersections with cross street stop control, LOS is based on average delay of the worst approach.
- (3) LOS = Level of Service

**Table 10
General Plan Buildout 2040 With Project Conditions Roadway Segment Level of Service**

Roadway Segment			2040 With Project Traffic ¹	Roadway Classification ²	Roadway Capacity ²	Volume/Capacity Ratio	Level of Service
ID	Name	Link					
1	River Rd/SR-160	West of A St	11,221	Rural, 24' pavement, 6' paved shoulder	20,000	0.56	D
2	Jackson Slough Rd	West of Jackson Blvd	1,998	Rural, <24' pavement, <6' paved shoulder	12,800	0.16	B
3	H Street	River Rd/SR-160 to 6th St	483	Rural, <24' pavement, <6' paved shoulder	12,800	0.04	A
4	Tyler Island Bridge Rd	River Rd/SR-160 to 6th St	1,198	Rural, <24' pavement, <6' paved shoulder	12,800	0.09	B

Notes:

- (1) Roadway Link Average Daily Traffic Traffic (see Table 1).
- (2) Source: [County of Sacramento Transportation Analysis Guidelines](#) (September 10, 2020).

**Table 7
Existing Conditions Roadway Segment Level of Service**

Roadway Segment			Existing Traffic ¹	Roadway Classification ²	Roadway Capacity ²	Volume/Capacity Ratio	Level of Service
ID	Name	Link					
1	River Rd/SR-160	West of A St	6,668	Rural, 24' pavement, 6' paved shoulder	20,000	0.33	C
2	Jackson Slough Rd	West of Jackson Blvd	1,033	Rural, <24' pavement, <6' paved shoulder	12,800	0.08	B
3	H Street	River Rd/SR-160 to 6th St	174	Rural, <24' pavement, <6' paved shoulder	12,800	0.01	A
4	Tyler Island Bridge Rd	River Rd/SR-160 to 6th St	507	Rural, <24' pavement, <6' paved shoulder	12,800	0.04	A

Notes:

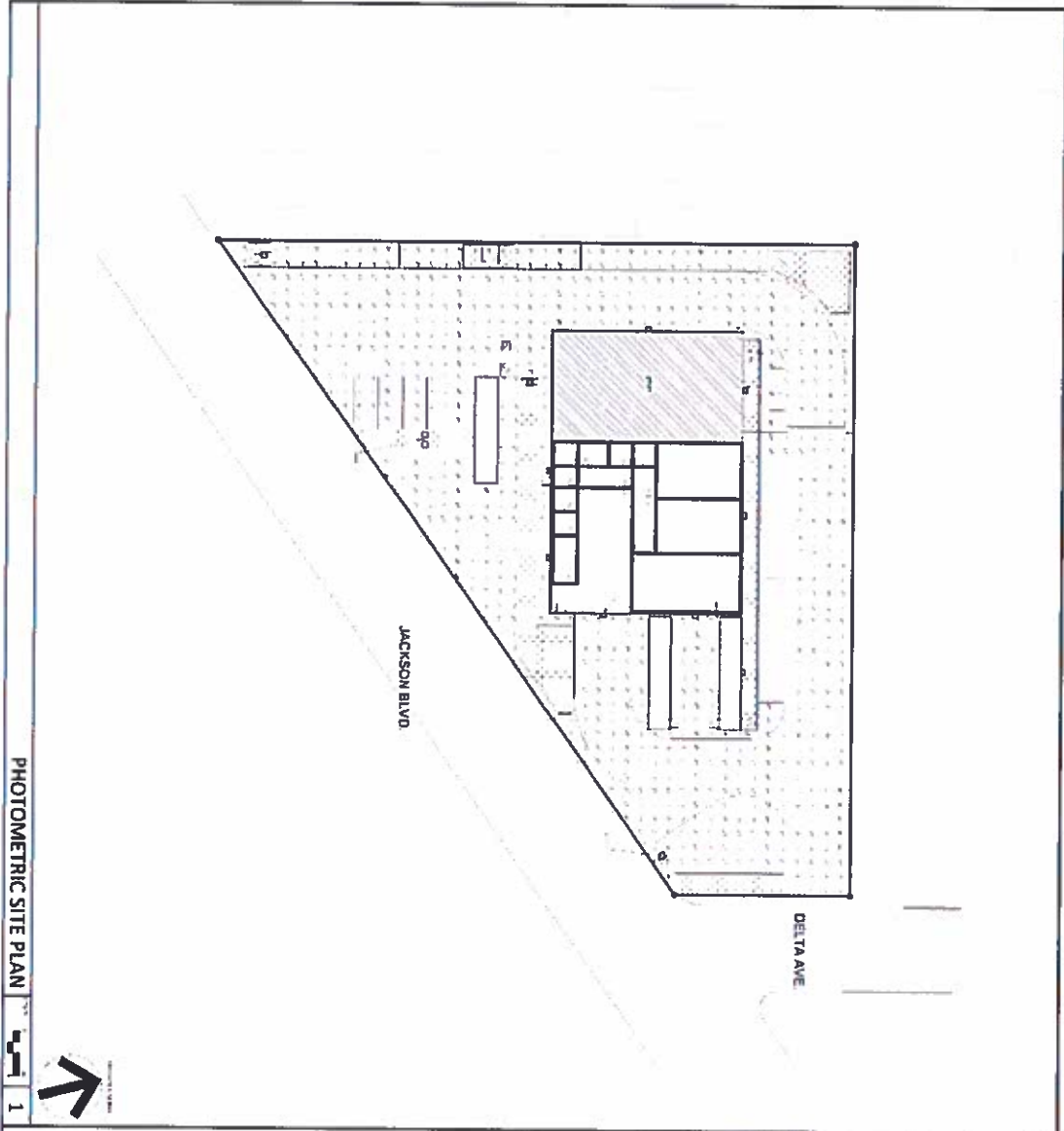
- (1) Roadway Link Average Daily Traffic (see Table 1).
- (2) Source: [County of Sacramento Transportation Analysis Guidelines](#) (September 10, 2020).

**Table 10
General Plan Bulldout 2040 With Project Conditions Roadway Segment Level of Service**

Roadway Segment			2040 With Project Traffic ¹	Roadway Classification ²	Roadway Capacity ²	Volume/Capacity Ratio	Level of Service
ID	Name	Link					
1	River Rd/SR-160	West of A St	11,221	Rural, 24' pavement, 6' paved shoulder	20,000	0.56	D
2	Jackson Slough Rd	West of Jackson Blvd	1,998	Rural, <24' pavement, <6' paved shoulder	12,800	0.16	B
3	H Street	River Rd/SR-160 to 6th St	483	Rural, <24' pavement, <6' paved shoulder	12,800	0.04	A
4	Tyler Island Bridge Rd	River Rd/SR-160 to 6th St	1,198	Rural, <24' pavement, <6' paved shoulder	12,800	0.09	B

Notes

- (1) Roadway Link Average Daily Traffic Traffic (see Table 1).
- (2) Source: County of Sacramento Transportation Analysis Guidelines (September 10, 2020).



PHOTOMETRIC SITE PLAN



1

LIGHT LEVEL STATISTICS

AREA	FLOOR	MIN	MAX	AVERAGE
1	1	1.0	10.0	5.0

KEYNOTES

1. ALL LIGHTING FIXTURES SHALL BE OF THE OPEN BOWL TYPE AND SHALL BE MOUNTED AT A HEIGHT OF 15 FEET ABOVE THE FINISHED FLOOR.

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 402 JACKSON BOULEVARD
 FORT WORTH, TX 76104

NOT FOR CONSTRUCTION

E2.11

Checked by: [Signature]
 Approved by: [Signature]
 Date: 08/11/11



D-Series Size 1 LED Wall Luminaire



d^{series}

Specifications Luminaire

Width: 13-3/4" (34.9 cm)
Weight: 12 lbs (5.4 kg)
Depth: 10" (25.4 cm)
Height: 6-3/8" (16.2 cm)

Back Box (BBW, E20WC)

Width: 13-3/4" (34.9 cm) **BBW Weight:** 5 lbs (2.3 kg)
Depth: 4" (10.2 cm) **E20WC Weight:** 10 lbs (4.5 kg)
Height: 6-3/8" (16.2 cm)



For 3/4" NPT side entry conduit (BBW only)

Catalog Number:
Notes:
Type:

Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

Series	LEDs	Drive Current	Color Temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C (one engine)	350 350mA	30K 3700K	T2S Type II Short	MVOLT ²	Shipped included (star k) Surface mounting back box	Shipped installed PE Photocentric (star k) (star k) DAG 0-1% dimming across pulled down side fixture (full line with all external controls, ordered separately) PIR 180° motion/ambient light sensor, 15° mounting ^{12</sup>}
	20C (two engines)	530 530mA 700 700mA 1000 1000mA (1 A) ¹	40K 4000K 50K 5000K AMBPC Acrylic (star k) (star k)	T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium T4TM Forward Throw Medium	120 ³ 208 ⁴ 240 ⁴ 277 ⁴ 347 ^{4,5} 480 ^{4,5}		

Other Options	Finish
Shipped installed SF Single fuse (120, 277 or 347V) ^{2,4} DF Double fuse (208, 240 or 480V) ^{2,4} HG House-side shade ¹¹ SPD Separate surge protector ¹²	Shipped separately ¹¹ BSW Grid-deterrent scales VG Vance guard DDL Diffused droplens
	DOBXD Dark bronze DBLXD Black DNAXD Natural aluminum DNWXD White DSSXD Sandstone DDBTXD Textured dark bronze DDBLXD Textured black DNATXD Textured natural aluminum
	DWHXD Pristine white DSSSTXD Textured sandstone

Accessories

DLM50	Mount-side shield (one per light engine)
DSEWSW	Ball detent switch
DLEW50	Vance guard accessory

- NOTES
- 20C 1000 is not available with PIR, PIRH, PIRHFC3V or PIRHFC3V.
 - MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
 - Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
 - Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
 - Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
 - Photocentric (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
 - Reference Motion Sensor table on page 3.
 - Same as old EL5W. Cold weather (20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com
 - Not available with SPD.
 - Not available with E20WC.
 - Also available as a separate accessory; see Accessories information.
 - Not available with E20WC.



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DSXW1 LED
 Rev. 3/01/22

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	1.00
10°C	1.01
20°C	1.00
25°C	1.00
30°C	0.98
40°C	0.94

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the DSKW1 LED 20C, 1000 platform in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LM, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.93	0.88

Electrical Load

LEDs	Power (Watt)	Approx. W ft ²	Current (A)				
			120V	208V	240V	347V	480V
10K	350	14W	0.13	0.07	0.06	0.06	
	530	20W	0.19	0.11	0.09	0.08	
	700	27W	0.25	0.14	0.11	0.11	
	1000	40W	0.37	0.21	0.19	0.16	
20C	350	24W	0.23	0.11	0.12	0.10	
	530	36W	0.33	0.19	0.17	0.14	
	700	47W	0.44	0.25	0.22	0.19	0.15
	1000	74W	0.69	0.40	0.35	0.30	0.23

Motion Sensor Default Settings

Options	Dimmed State	High Level when triggered	Photo'd Operation	Dwell Time	Ramp up time	Ramp down time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*For use when motion sensor is used as dusk to dawn control

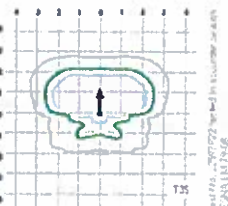
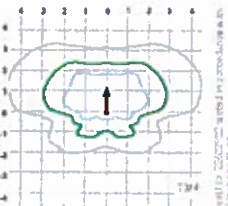
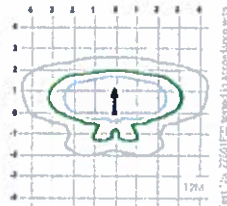
Photometric Diagrams

To see complete photometric reports or download .ies files for the product, visit Lithonia Lighting's D Series Wall Slim 1 homepage.

Isometric plots for the DSKW1 LED 20C, 1000, 40K. Distances are in units of mounting height (15').

LEGEND

- 0.1 fc
- 0.5 fc
- 1.0 fc

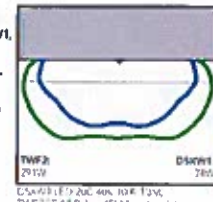


Distribution overlay comparison to 250W metal halide.

LEGEND

- DSKW1, 0.5 fc
- TWF2, 0.5 fc

- 10' W Solumb's LEDs
- TWF2 = 0.72
- DSKW1 = 0.95



Options and Accessories



T3M (left)



HS - House-side shields



BSW - Bird-deterrent spikes



VG - Vandal guard



DDL - Diffused drop lens

FEATURES & SPECIFICATIONS

INTENDED USE

The energy savings, long life and easy-to-install design of the D Series Wall Slim 1 make it the smart choice for building-mounted downway and pathway illumination for nearly any facility.

CONSTRUCTION

For green die cast aluminum housing has integral heat sink fins to optimize thermal management through conduction and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the rear to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH

Exterior parts are protected by a zinc-inhibited Super Durable TGC thermoplastic powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-step process creates a minimum 3 mil thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building-mounted applications. Light engines are available in 3000K (70 min. CR), 4000K (70 min. CR) or 5000K (70 min. CR) configurations.

ELECTRICAL

Light engine(s) consist of 10 high-efficiency LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (80,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5KV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

INSTALLATION

Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted jacket wiring and attaches to the mounting bracket via corrosion resistant screws.

LISTINGS

CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

Design Lights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products list at www.designlights.org/DLC to confirm which versions are qualified.

BUY AMERICAN

This product is assembled in the USA and meets the Buy America(s) government procurement requirements under FAR, DFARS and DOD. Please refer to www.buyusa.gov for additional information.

WARRANTY

Five year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at www.lithonia.com.

Note: Actual performance may differ as a result of end user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.



COMMERCIAL OUTDOOR

One Lithonia Way • Covington, Georgia 30017 • Phone: 1 800 716 5119 (7378) • www.lithonia.com
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DSKW1 LED
Rev. 3/07/22

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperature from 0-40°C (32-104°F)

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.07
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	1.00
40°C	104°F	0.98

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the DSXW1 LED 20C 1000 platform in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11)

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.93	0.88

Electrical Load

LED	Power Output (Watt)	Approx. Watts	Current (A)					
			120V	208V	240V	277V	347V	480V
10C	350	14W	0.13	0.07	0.06	0.06	-	-
	530	20W	0.19	0.11	0.09	0.08	-	-
	700	27W	0.25	0.14	0.11	0.11	-	-
	1000	40W	0.37	0.21	0.19	0.16	-	-
20C	150	24W	0.23	0.11	0.12	0.10	-	-
	530	36W	0.33	0.19	0.17	0.14	-	-
	700	47W	0.44	0.25	0.22	0.19	0.15	0.11
	1000	74W	0.69	0.40	0.35	0.30	0.23	0.17

Motion Sensor Default Settings

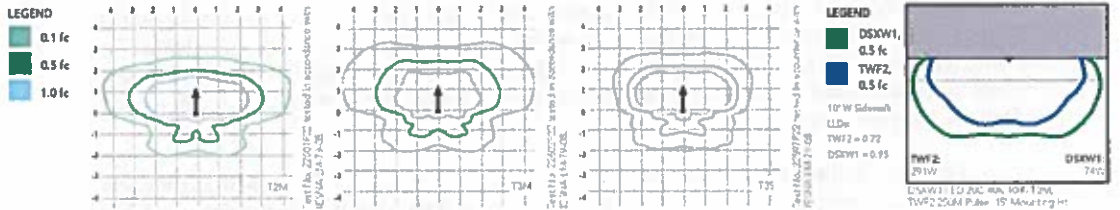
Option	Dimmed State	Light Level when triggered	Photo-E Operation	Delay Time	Ramp up Time	Ramp down Time
PIR or PIRN	3V (37%) Output	10V (100%) Output	Enabled @ SFC	5 min	3 sec	5 min
*PIR1FC3V or PIR1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*For use when motion sensor is used as dusk to dawn control

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Wall Size 1 homepage.

Iscotcandle plots for the DSXW1 LED 20C 1000 40K. Distances are in units of mounting height (15').



Options and Accessories



FEATURES & SPECIFICATIONS

INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building mounted driveway and pathway illumination for nearly any facility.

CONSTRUCTION

Two piece die cast aluminum housing has integral heat sink fins to optimize thermal management through convective and conductive cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the circuit to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP66).

FINISH

Exterior parts are protected by a zinc-infrared Super Durable T.G.K. thermoseal powder coat finish that provides superior resistance to corrosion and weathering. A lightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS

Precision molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000K (70 min. CR), 4000K (70 min. CR) or 5000K (70 min. CR) configurations.

ELECTRICAL

Light engine(s) consist of 10 high-efficiency LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (1,888/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5kV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C, Low Spwr ANSI/IEEE C62.41.2.

INSTALLATION

Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket wireway and attaches to the mounting bracket via corrosion resistant screws.

LISTINGS

CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

BUY AMERICAN

This product is assembled in the USA and meets the Buy American government procurement requirements under FAR, DFARS and DOT. Please refer to www.usa.gov/buy-american for additional information.

WARRANTY

Five year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.usalighting.com/lighting/products/warranty.html and www.usalighting.com.

Note: Actual performance may differ as a result of end user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



One Lithonia Way • Conyers, Georgia 30012 • Phone: 1 800-705-SF-RV (7378) • www.lithonia.com
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DSXW1 LED
 Rev. 3/07/22

**Attachment D
Planning Commission Resolution**

RESOLUTION PC 01-22

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ISLETON
RECOMMENDING ADOPTION BY THE CITY COUNCIL OF CONDITIONAL USE
PERMIT CUP 01-22 AND DEVELOPMENT AGREEMENT DA 2022-01**

The Planning Commission of the City of Isleton hereby finds as follows:

WHEREAS, in June of 2018, the City Council adopted Ordinances 2018-02, 03, and 08 which provide standards to regulate the use of land for commercial cannabis activities cannabis within the City of Isleton; and

WHEREAS, on January 3, 2022, Charles Smith and Darren Gatto, owners of WTO Essentials, Inc. ("Applicant") submitted a planning application to the City of Isleton for Conditional Use Permit CUP 01-22, and proposed Development Agreement DA 2022-01, for the manufacturing and distribution of cannabis products at 402 Jackson Boulevard, Isleton, CA, owned by Delta Boyz Enterprises, LLC, APN# 157-0073-031 ("Project"); and

WHEREAS, the Project application was submitted in accordance with the Municipal Code for cannabis manufacturing at 402 Jackson Boulevard, in the PDI – Planned Industrial and R-M-3 Multi-Family Residential Zoning Districts, APN# 157-0073-031; and

WHEREAS, in accordance with Section 2307 of Ordinance 2018-08 the Project location, size, and other development standards of the project are consistent with state law and Chapter 23 of the Municipal Code; and

WHEREAS, in accordance with Section 2307 of Ordinance 2018-08, a development agreement regarding the Project will be fully executed by the Applicant; and

WHEREAS, the conditions set forth in Ordinance 2018-08, Section 2306(B)-(D) have been satisfied; and

WHEREAS, the Project application includes the required information to demonstrate that the Project is consistent with State Law and City ordinances; and

WHEREAS, the City's General Plan designates the project site as Industrial and residential, and as conditioned, the proposed use would be consistent with the General Plan; and

WHEREAS, Conditional Use Permit 10-18 and Development Agreement DA 2018-08 for cannabis manufacturing by Delta Agricultural Holdings, LLC was granted by the City Council within a portion of the same premises at 402 Jackson Blvd, so the project proposes cannabis manufacturing and distribution operation by the applicant will share the same facility; and

WHEREAS, due to sharing the same premises between Delta Agricultural Holdings, LLC, and the applicant, Development Agreement DA 2022-01 will replace the previously approved

Development Agreement DA 2018-08, and apply to both Delta Agricultural Holdings, LLC and the applicant; and

WHEREAS, Conditional Use Permit 10-18, for Delta Agricultural Holdings, provides for operation and use of a 2,600 square foot portion of the building while the applicant proposes operation and use of a 4,200 square foot portion of the building with both entities sharing common space on the property, such as parking, trash containment, fencing, etc. and that Conditional Use Permit 10-18 for Delta Agricultural Holdings, LLC, remains valid and does not require amendment as a result of the project; and

WHEREAS, the applicant, through this project and the terms of Development Agreement DA 2022-01, is assigned manager of ongoing maintenance and operations for the premises at 402 Jackson Blvd; and

WHEREAS, as conditioned, subject to obtaining conditional use permit, the Project complies with the City's Zoning Code; and

WHEREAS, in accordance with Section 1407 of the Zoning Code, the Project's proposed land use as conditioned in the attached Staff Report, is consistent with the following:

- A. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.
- B. That the proposed location of the conditional use is in accordance with the objectives of the zoning ordinance and the purposes of the district in which the site is located.
- C. That the proposed use will comply with each of the applicable provisions of the ordinance.

and

WHEREAS, adequate public noticing was made for the Project in accordance with the Municipal Code; and

WHEREAS, a development agreement has been prepared and will be executed if final approval of the conditional use permit and development agreement is granted by the City Council; and

WHEREAS, the applicant and project satisfies all public safety information requirements in accordance with Ordinances 2306 and 2307, subject to specific conditions of approval.

WHEREAS, the Project is exempt from California Environmental Quality Act (CEQA) review pursuant to §15301, and §15303 of the CEQA Guidelines, as the project would be located on an existing developed property with some exterior improvements proposed to the grounds, such as parking and landscaping that will not result in any significant impacts; and

WHEREAS, the Planning Commission has found that the proposed Development Agreement furthers the public health, safety and general welfare of the City; and

WHEREAS, on April 5, 2022, the Planning Commission conducted a public hearing on this Conditional Use Permit and a Development Agreement and continued the public hearing to a Special Meeting of the Planning Commission on April 13, 2022; and

WHEREAS, on April 13, 2022, the Planning Commission conducted a continued public hearing on this Conditional Use Permit and a Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City of Isleton Planning Commission that:

Section 1. The Planning Commission adopts the above Recitals as its findings with respect to the Project; and

Section 2. The Planning Commission recommends the City Council approve Conditional Use Permit CUP 01-22 for cannabis manufacturing and distribution with Delta Agricultural Holdings, LLC (per Conditional Use Permit CUP 10-18) on the same premises at 402 Jackson Boulevard, in the PDI – Planned Industrial and R-M-3 Multi-Family Residential Zoning Districts, APN# 157-0073-031, subject to the following Conditions of Approval:

Conditions of Approval for Conditional Use Permit CUP 01-22

1. This application for Conditional Use Permit CUP 01-22 was submitted, in accordance with the Municipal Code, for a cannabis manufacturing and distribution facility, shared with Delta Agricultural Holdings, LLC (under the same conditions of approval granted under Conditional Use Permit CUP 10-18) at 402 Jackson Boulevard, in the PDI-Planned Industrial District and the R-M-3 Multi-Family Residential Zoning District, APN 157-0073-031.
2. The applicant/developer/operator shall agree to indemnify, defend, and hold harmless the City or its agents, officers and employees from and against any and all claims, actions, demands or proceeding (including damage, attorney fees, and court cost awards) against the City or its agents, officers, or employees to attach, set aside, void, or annul an approval of the City, advisory agency, appeal board, or legislative body arising from the applicant/developer/operator's operations. In providing any defense under this Paragraph, the applicant, business operator, property owner, developer shall use counsel reasonably acceptable to the City. The City shall promptly notify the applicant, business operator, property owner, developer of any claim, action, demands or proceeding and the City shall cooperate fully in the defense. The City may require that the developer/operator to post a bond, in an amount determined to be sufficient, to satisfy the above indemnification and defense obligation. Developer/operator understands and acknowledges that City is under no obligation to defend any claim, action, demand or proceeding challenging the City's actions with respect to the permit or entitlement.
3. The applicant/developer/operator shall be responsible to pay all sales, use, business and other applicable taxes, and all license, registration, and other fees and permits required under federal, state and local law and pursuant to the Development Agreement for the project.
4. The applicant/developer/operator shall cooperate with the City with respect to any reasonable request to audit the business' books and records for the purpose of verifying compliance with the Municipal Code and this Use Permit and related Development Agreement, including but not limited to a verification of the amount of taxes required to be paid during any period.

5. This Conditional Use Permit CUP 01-22 shall not be operational unless or until a Development Agreement is fully executed by the City and the Development Agreement remains valid.
6. Conditional Use Permit CUP 01-22 shall expire and be of no further force and effect if the developer/operator does not obtain a valid cannabis business regulatory permit for this location within 12 months from issuance of this use (refer to City Ordinance 2018-07, Section 2307).
7. Secure any required permits from the City Building Department, Fire Department, Police Department, Sacramento County Air Quality Management District, and/or Sacramento County Health Department (as applicable) prior to building occupancy or operation.
8. All improvements to the building and project site, per Exhibit A (attached hereto) shall be completed to the satisfaction of the City within six months or by November 6, 2022 and prior to issuance of a permanent occupancy permit.
9. Conditional Use Permit CUP 01-22 shall be reviewed by the City after 5-years at which point a determination of extension will be made (refer to City Ordinance 2018-08, Section 2307).
10. Conditional Use Permit CUP 01-22 shall be subjected to an annual planning review to ensure that the business practices have stayed within the bounds of the Conditional Use Permit or other Permitted Uses use (refer to City Ordinance 2018-07, Section 2307).
11. Conditional Use Permit CUP 01-22 shall be subject to termination, notwithstanding any other provision in the City's Municipal Code, if (refer to City Ordinance 2018-07, Section 2307):
 - a. The owner of the commercial cannabis facility transfers the commercial cannabis facility to another individual not named in the conditional use permit application as an owner or person in charge unless prior approval is authorized by the City Manager or his/her designee;
 - b. The commercial cannabis facility ceases to operate at the premises described in the conditional use permit application; or
 - c. The commercial cannabis facility ceases to operate for sixty (60) consecutive calendar days.
12. Any amendments to this use permit application, or changes in to the business plan, will require the applicant to submit an amended use permit application for approval by the City.
13. All conditions of Conditional Use Permit CUP 01-22 are necessary to protect the general health, safety and welfare of the public. If any condition of this entitlement is held to be invalid by a court, then the whole entitlement shall be invalid. The City Council specifically declares that it would not have approved this entitlement unless all of the conditions herein are held as valid.

Section 3. The Planning Commission recommends the City Council approve Development Agreement DA 2022-01.

Section 4. The Planning Commission finds that the Project is exempt from California Environmental Quality Act (CEQA) review pursuant to §15301, and §15303 of the CEQA Guidelines, as the project would be located on an existing developed property with minor tenant improvements proposed; and

PASSED AND ADOPTED by the Planning Commission of the City of Isleton this 13th day of April, 2022, by the following vote:

AYES: Commissioner's Mandy Elder, Michelle Burke, Chris Jones and Chair Jack Chima.

NOES: None.

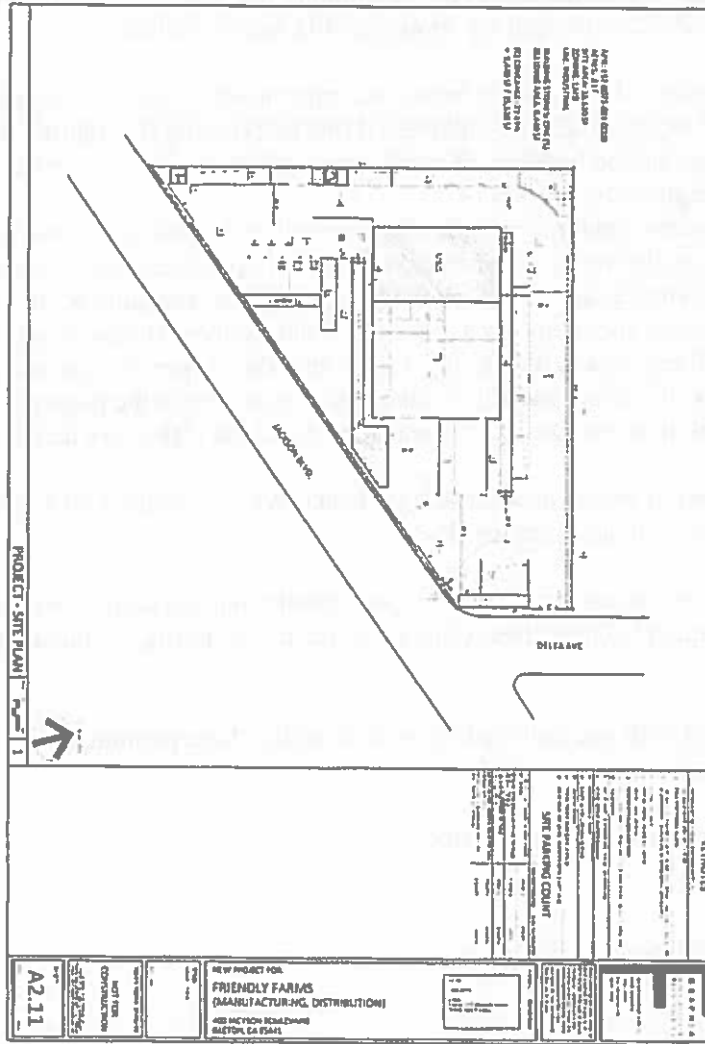
ABSTAIN: None.

ABSENT: None.


CHAIR, Jack Chima


ATTEST: DEPUTY CITY CLERK, Yvonne Zepeda

EXHIBIT A
PROJECT IMPROVEMENT PLAN FOR WTO INC



Attachment E

Email from Charles Smith, Applicant for 402 Jackson Blvd received on April 19, 2022

April 18, 2022

Honorable Mayor Pena and Members of the City of Isleton City Council:

This written response addresses concerns of the community that were brought up during the Planning Commission's April 13, 2022, review of my project at 402 Jackson Blvd.

1. There was a concern about lighting being too bright as the property is located on the border of a neighborhood. Our architects have addressed this by bringing the lighting down off of poles and having it mounted on the building. We will also work to place proper hoods in order to deflect lighting from neighboring properties.
2. There was a concern about the noise level. Currently our operation is not noisy at all. There are times when we get deliveries and it can get noisy during those times or when we are using the forklift. We will ensure that we follow the city guidelines regarding noise and quiet time.
3. There was a concern about employee parking. We have more than enough parking spaces to accommodate all employees during any shift within the property boundaries. Employees should not be parking on the street and will be directed to park within the property. Visitors will be instructed to park in across the street against the farmland if they are unable to park within the property.
4. There was a concern voiced about traffic on Delta. We will instruct all employees to use alternate routes when coming to and from work.

In addition to the conditions of approval in the subject conditional use permit, we feel that these additional measures adequately cover these other concerns noted during the Planning Commission meeting.

I look forward to working with you and the City in completing these planning entitlements and moving forward with this business.

Please contact me should you have any questions.

Sincerely,

Chaz Smith
President
WTO Essentials

City of Isleton

Special City Council Staff Report

DATE: April 26, 2022

ITEM#: 8.C

CATEGORY: New Business

50 ANDRUS CIRCLE, CODE COMPLIANCE

SUBJECT

An unpermitted residential trailer and accessory structure is being occupied at the property addressed as 50 Andrus Circle. All structures require building and planning permits to be issued for electric, water and sewer connections as well as to ensure it meets flood, fire, zoning and other general safety requirements prior to residential occupancy.

SUMMARY

The owner of this property has been notified of their unpermitted residential trailer and accessory structure for a couple years. The owner has taken no action to comply. Additionally, the owner obtained temporary power a few years ago under the premise that the owner was to submit construction plans and commence construction of a new home. Plans nor construction on the property has occurred. This absence makes the temporary power permit void. The owner has been advised of the removal of the temporary power by 01 May of this year. The owner's relative at the Council's last meeting has requested to be heard on this matter.

These structures and their associated use are in violation of the City Code, constitute a public health hazard, and are not authorized by the City. This vehicle is in violation of Isleton Municipal Code, to wit: recreational vehicles cannot remain on site for more than 180 consecutive days (Standards for recreational vehicles section 5.52) and no recreational vehicles are allowed in residential area without permit and conditions (Section 1102). Temporary power is for construction activities and not domestic activity. Presently, this temporary power is not in compliance with the building code and is a potential hazard.

Staff recommends hearing the owner's relative and extending the compliance date to no longer than 45 days.

FISCAL IMPACT

There is no fiscal impact with this action.

RECOMMENDATION

Staff recommends that City Council provide 50 Andrus Circle property with direction to comply within 45 days.

ATTACHMENTS

- 8-3-2020 Letter
- 9-9-2020 Letter
- 10-29-2020 Letter
- 3-29-2021 Notice
- 3-8-2022 CEO Notice

Reviewed by: Charles Bergson, City Manager



Submitted and prepared by: Yvonne Zepeda, City Clerk _____



City of Isleton

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

August 3rd, 2020

GRIJALVA SAMMY ADAN, GRIJALVA NELLY
3401 MOUNTAIRE DRIVE
ANTIOCH, CA 94509

RE: Unpermitted facilities at 50 Andrus Circle, Isleton CA 95641, APN 157-0073-034,
NOTICE

Dear Mr./Ms. Grijalva,

It has come to the attention of City officials that an unpermitted residential trailer and accessory structure is being occupied at your property addressed as 50 Andrus Circle, APN: 157-0073-034. All structures require building and planning permits to be issued for electric, water and sewer connections as well as to ensure it meets flood, fire, zoning and other general safety requirements prior to residential occupancy.

Be advised that these structures and their associated use are in violation of the City Code, constitute a public health hazard, and are not authorized by the City. You are directed to cease use of these facilities within seven (7) days of this notice. Continued use of these facilities are done so at the property owner's risk. Failure to comply will prompt City actions to enforce the Municipal Code.

If you have any questions, please contact the Building and Planning department by phone at 916-777-7770 or email at jamesgates@cityofisleton.com.

Thank you for your cooperation in this matter.

Sincerely,

Charles Bergson, P.E.
City Manager
City of Isleton

CC Scott Baroni, Isleton Fire Chief
Lonell Butler, Contract Building Inspector
James Gates, Assistant Planner



City of Isleton

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

SECOND WARNING

September 9, 2020

GRIJALVA SAMMY ADAN, GRIJALVA NELLY
3401 MOUNTAIRE DRIVE
ANTIOCH, CA 94509

RE: Unpermitted facilities at 50 Andrus Circle, Isleton CA 95641, APN 157-0073-034,
NOTICE

Dear Mr./Ms. Grijalva,

It has come to the attention of City officials that an unpermitted residential trailer and accessory structure is being occupied at your property addressed as 50 Andrus Circle, APN: 157-0073-034. All structures require building and planning permits to be issued for electric, water and sewer connections as well as to ensure it meets flood, fire, zoning and other general safety requirements prior to residential occupancy.

Be advised that these structures and their associated use are in violation of the City Code, constitute a public health hazard, and are not authorized by the City. You are directed to cease use of these facilities within seven (7) days of this notice. Continued use of these facilities are done so at the property owner's risk. Failure to comply will prompt City actions to enforce the Municipal Code.

If you have any questions, please contact the Building and Planning department by phone at 916-777-7770 or email at jamesgates@cityofisleton.com.

Thank you for your cooperation in this matter.

Sincerely,

Charles Bergson, P.E.
City Manager
City of Isleton

CC Scott Baroni, Isleton Fire Chief
Lonell Butler, Contract Building Inspector
James Gates, Assistant Planner



City of Isleton

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

THIRD NOTICE

October 29th, 2020

GRIJALVA NELLY
3401 MOUNTAIRE DRIVE
ANTIOCH, CA 94509

RE: Unpermitted facilities at 50 Andrus Circle, Isleton CA 95641, APN 157-0073-034,
NOTICE

Dear Ms. Grijalva,

It has come to the attention of City officials that an unpermitted residential trailer and accessory structure is being occupied at your property addressed as 50 Andrus Circle, APN: 157-0073-034.

Be advised that these structures and their associated use are in violation of the City Code, constitute a public health hazard, and are not authorized by the City. You are directed to cease use of these facilities within fourteen (14) days of this notice. Continued use of these facilities are done so at the property owner's risk. Failure to comply will prompt legal action to obtain compliance and fines.

If you have any questions, please contact the Building and Planning department by phone at 916-777-7770 or email at jamesgates@cityofisleton.com.

Thank you for your cooperation in this matter.

Sincerely,

Charles Bergson, P.E.
City Manager
City of Isleton

CC Scott Baroni, Isleton Fire Chief
Lonell Butler, Contract Building Inspector
James Gates, Assistant Planner



City of Isleton

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

THIRD NOTICE

March 29, 2021

GRIJALVA NELLY
3401 MOUNTAIRE DRIVE
ANTIOCH, CA 94509

RE: Unpermitted facilities at 50 Andrus Circle, Isleton CA 95641, APN 157-0073-034,
NOTICE

Dear Ms. Grijalva,

It has come to the attention of City officials that an unpermitted residential trailer and accessory structure is being occupied at your property addressed as 50 Andrus Circle, APN: 157-0073-034.

Be advised that these structures and their associated use are in violation of the City Code, constitute a public health hazard, and are not authorized by the City. You are directed to cease use of these facilities within fourteen (14) days of this notice. Continued use of these facilities are done so at the property owner's risk. Failure to comply will prompt legal action to obtain compliance and fines.

If you have any questions, please contact the Building and Planning department by phone at 916-777-7770 or email at jamesgates@cityofisleton.com.

Thank you for your cooperation in this matter.

Sincerely,

Charles Bergson, P.E.
City Manager
City of Isleton

CC Scott Baroni, Isleton Fire Chief
Lonell Butler, Contract Building Inspector
James Gates, Assistant Planner



City of Isleton

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

Date: 03/08/2022

**Address: 50 Andrus Circle
Isleton, Ca, 95641**

Sacramento County APN: 157-0073-034

Dear Ms. Grijalva

It has come to our attention that there is still an unpermitted residential trailer being occupied on your property listed above.

Please be advised that this trailer is in violation of Isleton Municipal Code 1102.2.B Appendix A and is not authorized by the City of Isleton. The City of Isleton is requiring that you comply with City Code and bring your property into compliance within thirty (30) days. Continued use of these facilities are done so at the property owner's risk. Failure to comply will result in legal actions being taken by the City of Isleton. If you have any questions please feel free to contact Isleton City Hall at 916-777-7770.

Respectfully,

Dean Dockery
Dean Dockery

Code Enforcement Officer
City of Isleton



City of Isleton

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

March 23, 2022

GRIJALVA NELLY
3401 MOUNTAIRE DRIVE
ANTIOCH, CA 94509

RE: Temporary Electric Service at 50 Andrus Circle, Isleton CA 95641, APN 157-0073-034, NOTICE

Dear Ms. Grijalva,

It has been brought to the attention of the City power serving this property is temporary and past its permit service. Accordingly, the City will be directing the removal of this temporary electric service and that it be terminated on May 1, 2022.

Should you have any questions, please contact the City by phone at 916-777-7770 or email at ceo@cityofisleton.com.

Thank you for your cooperation in this matter.

Sincerely,


Charles Bergson, P.E.
City Manager
City of Isleton

CC Scott Baroni, Isleton Fire Chief
Kevin Reese, Contract Building Inspector
Dean Dockery, Code Enforcement
PG&E



City of Isleton

101 Second Street, Isleton, California 95641

CITY MANAGER REPORT

Date: 22 April 2022

To: Mayor & City Councilmembers

From: Charles Bergson, City Manager

Re: City Manager Report for 26 April 2022

Developments – The Card Club at Second and A Streets is under renovation in advance of opening. The Meadows RV Park is under environmental review. The Del Rio Hotel underwent a rental housing inspection on 15 April and a list of corrections has been established. City is working with owner to effect corrections.

Supervisor Nottoli has offered the City a portion of the County's American Recovery Plan funds. Staff is preparing a 'wish list' of projects for the Supervisor's consideration. These include a restroom for China Park, a skate park, and a new financial operator system.

Staff is preparing a draft shipping container ordinance for Council consideration – to be presented in May.

The City has been received resignations from two Planning Commissioners. The City may wish to consider alternatives to empaneling a separate Planning Commission.

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

Respectfully,


Charles Bergson, P.E.

**General Fund - City of Isleton
Profit & Loss**

July 2021 through February 2022

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	TOTAL
Ordinary Income/Expense									
Income									
4700013 · Parking Enforcement Charges for Services	0.00	0.00	57.50	0.00	288.50	107.50	0.00	0.00	453.50
	938.85	3,719.49	1,027.41	11,931.11	1,861.03	4,587.10	841.12	14,646.12	39,552.23
Fines and Forfeitures	0.00	0.00	0.00	0.00	2,712.27	0.00	-80.32	0.00	2,631.95
Licenses and Permits	40.00	1,365.00	4,534.42	3,517.53	2,634.82	12,861.28	6,931.75	814.95	32,699.75
Other Revenues	1,865.97	27,373.34	88,190.53	25,114.10	40,935.65	27,741.91	0.00	30,308.15	241,529.65
4810112 · State of CA Covid Taxes and Assessments	100,951.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,951.00
	28,865.05	91,456.00	40,039.20	51,768.50	94,483.93	67,128.53	91,124.61	75,088.83	539,954.65
Use of Money	0.00	8.13	4.17	4.68	2.73	2.78	20.87	2.41	45.77
Grant Income - Other	4,322.45	10,500.00	6,708.75	0.00	10,000.00	0.00	2,445.30	32,307.09	66,283.59
6100122 · Returned Check Charges	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	25.00
Total Income	136,983.32	134,421.96	140,561.98	92,335.92	152,943.93	112,429.10	101,283.33	153,167.55	1,024,127.09
Gross Profit	136,983.32	134,421.96	140,561.98	92,335.92	152,943.93	112,429.10	101,283.33	153,167.55	1,024,127.09
Expense									
8811113 · Merchant Card Fee	0.00	0.00	0.00	0.00	162.25	134.93	0.00	0.00	297.18
9100033 · Credit Card Fees	0.00	0.00	0.00	199.78	0.00	0.00	121.09	0.00	320.87
SB1	664.89	0.00	0.00	0.00	0.00	201.10	0.00	0.00	865.99
8450054 · Weed Abatement - BILLABLE	512.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	512.40
8220412 · Parking Enforcement Expense	0.00	0.00	0.00	0.00	3,075.60	2,236.80	1,677.60	1,677.60	8,667.60
9100032 · Bank Service Charges	0.00	0.00	0.00	10.00	0.00	0.00	35.00	142.14	187.14
Indirect Overhead Expense	0.00	0.00	-790.88	0.00	0.00	0.00	0.00	0.00	-790.88
09 · Grant Expense	254.80	87.59	9,619.71	6,730.35	638.86	15,361.81	678.72	17,020.91	50,392.75
8220512 · Housekeeping	0.00	0.00	0.00	0.00	0.00	0.00	650.00	450.00	1,100.00
10 · General Government	40,808.94	63,753.09	41,221.52	31,105.83	38,168.40	56,037.86	47,264.89	33,917.12	352,277.65
20 · Public Safety	30,847.11	32,332.57	24,674.58	24,936.46	27,594.90	77,142.17	53,133.35	58,196.86	328,858.00
30 · Parks & Recreation	500.20	499.72	812.79	674.36	849.87	656.78	674.16	826.34	5,494.22
52 · Public Ways and Facilities	20,575.74	10,106.90	12,223.08	5,959.93	5,866.49	10,248.48	10,710.22	-6,771.14	68,919.70
53 · Community Development	761.05	1,398.03	762.29	1,249.95	436.49	798.15	602.19	552.22	6,560.37
56 · Non Departmental Expenses	56.91	0.00	0.00	0.00	0.00	0.00	-4,791.11	0.00	-4,734.20
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57 · Covid 19	2,091.87	2,032.44	509.82	1,722.68	29.41	327.05	464.33	578.55	7,756.15
831505W · Repairs & Maintenance Sewer	864.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	864.00
8440000 · Professional Services	0.00	10,500.00	0.00	0.00	0.00	0.00	0.00	927.55	11,427.55
Total Expense	97,937.91	120,710.34	89,032.91	72,589.34	76,822.27	163,145.13	111,220.44	107,518.15	838,976.49
Net Ordinary Income	39,045.41	13,711.62	51,529.07	19,746.58	76,121.66	-50,716.03	-9,937.11	45,649.40	185,150.60
Other Income/Expense									
Other Income									
92200 · Strike Fund - Fire	0.00	0.00	0.00	0.00	36,928.88	0.00	-26,726.55	0.00	10,202.33
9200112 · Indirect cost allocation	1,874.80	3,259.34	1,013.32	1,638.89	2,108.80	1,890.69	1,534.88	1,753.49	15,074.21
Total Other Income	1,874.80	3,259.34	1,013.32	1,638.89	39,037.68	1,890.69	-25,191.67	1,753.49	25,276.54
Other Expense									
Prior Period Adjustment	1,163.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,163.19
Total Other Expense	1,163.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,163.19
Net Other Income	711.61	3,259.34	1,013.32	1,638.89	39,037.68	1,890.69	-25,191.67	1,753.49	24,113.35
Net Income	39,757.02	16,970.96	52,542.39	21,385.47	115,159.34	-48,825.34	-35,128.78	47,402.89	209,263.95

General Fund - City of Isleton
February Checks and Withdrawals
As of February 28, 2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Credit</u>
Bill Pmt -Check	02/03/2022	18108	Sacramento County Sheriff's Dept.	8,216.64
Bill Pmt -Check	02/03/2022	18109	Betty Garcia	150.00
Bill Pmt -Check	02/07/2022	18111	PG&E- WILSON BALLPARK	9.86
Bill Pmt -Check	02/01/2022	18112	Price Consulting Services	4,160.00
Bill Pmt -Check	02/07/2022	18113	River Rats Toilet	282.00
Bill Pmt -Check	02/08/2022	18114	4Leaf, Inc	3,240.00
Bill Pmt -Check	02/10/2022	18115	Kronick Moskovitz Tiedeman & Girar	8,000.00
Bill Pmt -Check	02/10/2022	18116	Betty Garcia	150.00
Bill Pmt -Check	02/10/2022	18117	PG&E- City of Isleton	3,994.77
Bill Pmt -Check	02/10/2022	18118	Ramos Oil Company	1,361.60
Bill Pmt -Check	02/14/2022	18119	Brookcrest by Culligan Water	39.85
Bill Pmt -Check	02/14/2022	18120	PCWR	675.00
Bill Pmt -Check	02/14/2022	18121	Rentafence.com	31.81
Bill Pmt -Check	02/14/2022	18122	Rentafence.com	32.33
Bill Pmt -Check	02/14/2022	18123	Small Cities Organized Risk Effort	2,104.39
Bill Pmt -Check	02/14/2022	18124	Frontier Communications	671.78
Bill Pmt -Check	02/14/2022	18125	Kaiser Foundation Health Plan	7,211.00
Bill Pmt -Check	02/14/2022	18126	Community Leasing Partners	5,312.04
Bill Pmt -Check	02/14/2022	18127	California American Water-Combined	985.03
Bill Pmt -Check	02/14/2022	18128	PG&E- City of Isleton	605.66
Bill Pmt -Check	02/14/2022	18129	RADIAL TIRE OF WALNUT GROVE	43.00
Bill Pmt -Check	02/14/2022	18130	Acme Saw	60.14
Bill Pmt -Check	02/17/2022	18131	Sacramento County Sheriff's Dept.	4,000.00
Bill Pmt -Check	02/17/2022	18132	Small Cities Organized Risk Effort	2,214.01
Bill Pmt -Check	02/15/2022	18133	Big Valley Electric	98,859.00
Bill Pmt -Check	02/22/2022	18134	State Compensation Insurance Fund	874.17
Bill Pmt -Check	02/22/2022	18135	Rio Vista Ace Hardware	169.50
Bill Pmt -Check	02/22/2022	18136	Delta Computer Consultants	495.00
Bill Pmt -Check	02/22/2022	18137	IMAGE SOURCE	262.73
Bill Pmt -Check	02/22/2022	18138	California American Water - 307 2nd IRR	12.92
Bill Pmt -Check	02/22/2022	18139	XEROX FINANCIAL SERVICES	323.84
Bill Pmt -Check	02/22/2022	18140	SP Plus	1,677.60
Bill Pmt -Check	02/24/2022	18142	Verizon Wireless	397.15
Bill Pmt -Check	02/17/2022	18143	Clark Pest Control Svs	1,005.00
Bill Pmt -Check	02/24/2022	18144	GEI Consultants, Inc.	4,000.00
Bill Pmt -Check	02/24/2022	18145	Premier Access Insurance Co.	433.55
Bill Pmt -Check	02/24/2022	18146	Home Depot	14.45
Bill Pmt -Check	02/24/2022	18147	TJKM	927.55
Bill Pmt -Check	02/24/2022	18148	FASTRAK	7.00
Bill Pmt -Check	02/28/2022	18149	Rio Vista Ace Hardware	41.26
Bill Pmt -Check	02/28/2022	18150	US BANK	2,275.74
Bill Pmt -Check	02/28/2022	18151	Betty Garcia	150.00
Bill Pmt -Check	02/28/2022	18152	TJKM	16,295.77

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

July 2021 through February 2022

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	TOTAL
Ordinary Income/Expense									
Income									
4007612 · Delinquent Sewer	0.00	0.00	0.00	0.00	0.00	35,422.15	0.00	0.00	35,422.15
45100SW · Sewer - Single Family - City	18,288.05	18,216.05	18,216.05	18,072.05	18,072.06	18,072.06	18,069.56	18,072.06	145,077.94
45101SW · Sewer - Multi Family City	9,376.63	10,132.63	10,132.63	10,132.63	10,132.63	10,132.63	10,132.63	10,132.63	80,305.04
45102SW · Sewer - Commercial City	7,790.21	7,790.21	7,718.21	7,790.21	7,718.22	7,718.22	8,111.27	8,111.27	62,747.82
45103SW · Sewer - Resident Outside City	7,900.01	7,892.11	7,900.01	7,900.01	7,900.01	7,900.01	7,900.01	7,900.01	63,192.18
45104SW · Sewer - Commercial Outside City	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	2,085.64	16,685.12
6100051 · Grant - State Water Resources	0.00	0.00	3,199.00	0.00	0.00	0.00	0.00	0.00	3,199.00
6100122 · Returned Check Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00
Total Income	45,440.54	46,116.64	49,251.54	45,980.54	45,908.56	81,330.71	46,299.11	46,326.61	406,654.25
Gross Profit	45,440.54	46,116.64	49,251.54	45,980.54	45,908.56	81,330.71	46,299.11	46,326.61	406,654.25
Expense									
7000012 · Assess Fees (Tax Distribution)	10,283.18	0.00	0.00	0.00	0.00	11,413.80	0.00	0.00	21,696.98
71100SW · Salaries & Waga - Sewer	7,584.57	11,896.27	7,827.54	8,278.48	8,164.70	6,410.78	5,461.76	6,770.58	62,394.68
72104SW · Social Security Contr - Sewer	613.12	948.51	606.00	633.31	624.60	490.43	577.36	654.27	5,147.60
73200SW · Workers' Comp Ins - Sewer 410	415.30	0.00	105.32	2,435.01	3,495.17	874.17	874.17	874.17	9,073.31
80100SW · Postage - Sewer	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
80301SW · Recording Fee - Sewer	0.00	0.00	0.00	0.00	0.00	3,419.72	0.00	0.00	3,419.72
8170000 · Uniforms	33.39	200.34	333.90	133.56	66.78	100.17	166.95	33.39	1,068.48
82200SW · GAS - Sewer	693.13	585.50	425.15	640.16	819.26	437.81	0.00	595.04	4,196.05
82201SW · Electricity - Sewer	475.93	437.60	446.87	423.45	0.00	0.00	0.00	0.00	1,783.85
82203SW · WATER - SEWER	503.91	426.98	499.27	380.95	382.59	132.68	127.98	151.70	2,606.06
83050SW · Protective Equip & Suppl Sewer	0.00	0.00	8,165.00	0.00	0.00	0.00	0.00	0.00	8,165.00
83100SW · Office & Comp Supplies Sewer	0.00	0.00	0.00	0.00	0.00	0.00	341.50	0.00	341.50
83111SW · Computer Service- SEWER	195.00	266.25	195.00	195.00	195.00	195.00	0.00	0.00	1,241.25
83150SW · Repairs & Maintenance Sewer	381.88	0.00	0.00	987.34	270.43	0.00	0.00	0.00	1,639.65
83151SW · Repairs & Maint - Sewer	0.00	471.59	0.00	0.00	0.00	0.00	0.00	0.00	471.59
83152SW · LAB TESTING	90.26	0.00	2,246.00	864.00	2,246.00	1,123.00	1,123.00	0.00	7,692.26
83153SW · Vehicle Parts/Repair Sewer	0.00	16.00	1,123.00	212.45	0.00	305.33	0.00	37.10	1,693.88
83154SW · Vehicle Maint - Sewer	0.00	0.00	0.00	0.00	0.00	3,013.23	0.00	0.00	3,013.23
83803SW · Supplies - Sewer	1,364.06	1,146.01	479.62	243.18	684.54	739.63	0.00	190.82	4,847.86
8383100 · Equipment REPLACEMENT / REPAI...	0.00	0.00	0.00	499.68	0.00	0.00	520.00	0.00	1,019.68
83831SW · Equipment - Sewer	0.00	0.00	2,731.09	0.00	0.00	0.00	0.00	0.00	2,731.09
83840SW · Copier Costs SEWER	75.05	163.11	163.06	74.42	0.00	148.84	87.00	161.92	873.40
83910SW · Fuel - Sewer	1,116.65	392.99	816.18	690.78	517.45	1,274.61	0.00	0.00	4,808.66
84300SW · Engineering Services Sewer	0.00	1,916.00	0.00	0.00	0.00	0.00	0.00	0.00	1,916.00
84400SW · Prof Services Sewer	9,832.27	6,852.11	2,008.33	3,375.10	5,626.00	2,744.44	4,296.66	0.00	34,734.91
84500SW · Pest Control	2,169.00	1,005.00	2,169.00	1,005.00	0.00	0.00	1,005.00	1,005.00	8,358.00
84620SW · Waste Discharge Fee Sewer	0.00	0.00	0.00	0.00	0.00	27,109.00	362.97	0.00	27,471.97
89900SW · Misc Exp - Sewer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9210051 · Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.00
92101SW · Bank Service Charges - SW	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
Total Expense	35,831.70	26,924.26	30,340.33	21,071.87	23,092.52	59,932.64	14,944.35	10,483.99	222,621.66
Net Ordinary Income	9,608.84	19,192.38	18,911.21	24,908.67	22,816.04	21,398.07	31,354.76	35,842.62	184,032.59
Other Income/Expense									
Other Income									
1320512 · Interest US Bank Bond	0.65	0.65	0.65	0.63	0.65	0.00	0.00	0.00	3.23
91100SW · Indirect Cost Allocation	-1,229.65	-1,926.71	-1,265.03	-1,336.79	-1,318.39	-1,035.18	-905.88	-1,113.72	-10,131.35
Total Other Income	-1,229.00	-1,926.06	-1,264.38	-1,336.16	-1,317.74	-1,035.18	-905.88	-1,113.72	-10,128.12
Other Expense									
90100SP · Interest Exp - USDA Sewer Proj	47,650.00	0.00	0.00	0.00	19,620.00	0.00	0.00	46,837.50	114,107.50
92001SW · Transfer Out - Debt Service	0.00	0.00	31.25	0.00	0.00	0.00	0.00	0.00	31.25
Total Other Expense	47,650.00	0.00	31.25	0.00	19,620.00	0.00	0.00	46,837.50	114,138.75
Net Other Income	-48,879.00	-1,926.06	-1,295.63	-1,336.16	-20,937.74	-1,035.18	-905.88	-47,951.22	-124,266.87
Net Income	-39,270.16	17,266.32	17,615.58	23,572.51	1,878.30	20,362.89	30,448.88	-12,108.60	59,765.72

410 Sewer O&M - City of Isleton
Checks
As of February 28, 2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Credit</u>
Bill Pmt -Check	02/03/2022	2420	SMAQMD	3,419.72
Bill Pmt -Check	02/14/2022	2422	ARAMARK	166.95
Bill Pmt -Check	02/15/2022	2422	West Coast Energy Systems LLC	520.00
General Journal	02/28/2022	Return	Waite,Sunny Allen	216.00
General Journal	02/28/2022	Return	Waite Sunny Allen	10.00
Bill Pmt -Check	02/28/2022	ACH	US BANK	46,837.50