

City of Isleton

City Council
Staff Report

DATE: May 24, 2022

ITEM#: 4.A

CATEGORY: Communications

CITY COUNCIL COMMUNICATIONS

SUMMARY

City has received the following communications:

A. Sacramento Environmental Commission.

FISCAL IMPACT


None

RECOMMENDATION

Information only.

ATTACHMENT

- Sacramento Environmental Commission.

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

RECEIVED
5-17-22

SACRAMENTO ENVIRONMENTAL COMMISSION

Mark White, Chair
Richard Hunn, Vice Chair
Dr. Anthony De Riggi
Stephanie Holstege
Thomas J. Malson
Laura Nickerson
Kayla Rabey
Eric Rivero-Montes

A JOINT COMMISSION APPOINTED BY:
County of Sacramento
City of Sacramento
City of Folsom
City of Elk Grove
City of Galt
City of Isleton

May 17, 2022

To:

Sacramento County Board
of Supervisors
700 H Street
Sacramento, CA 95814

City of Elk Grove
Council Members
8401 Laguna Palms Way
Elk Grove, CA 95758

City of Galt
Council Members
380 Civic Drive
Galt, CA 95632

City of Sacramento
Councilmembers
915 I Street 5th Floor
Sacramento, CA 95814

City of Folsom
Council Members
50 Natoma Street
Folsom, CA 9563

City of Isleton
Council Members
P.O. Box 716
Isleton, CA 95641

Subject: Recommendation to Support the California Plastic Waste Reduction Regulations Initiative

Dear Official(s),

The Sacramento Environmental Commission (SEC) has been focusing on matters relating to climate change, and the need to take action to reduce emissions of greenhouse gasses (GHG). In addition, the SEC recently heard presentations on the impact of waste plastic on the environment and public health.

A ballot initiative, the California Plastic Waste Reduction Regulations Initiative, scheduled for the November 8, 2022 general election, would limit the use of single-use plastic and promote packaging that is recyclable, reusable, refillable, or compostable by 2030.

The Intergovernmental Panel on Climate Change (IPCC) has determined that plastic will exceed the carbon footprint of coal by 2030 because plastic is almost entirely made of fossil fuels, and releases emissions during every stage of its lifecycle. Research has shown that only 9 percent of the plastic ever made has been recycled, and plastic recycling rates in the United States have fallen to only 5 percent in 2021. Plastic never fully degrades, it only breaks down into extremely

small pieces, called microplastics. Microplastics are now being found in the most remote places on Earth and inside humans.

Plastic also has a negative impact on public health. Chemicals in plastics leach out into food and beverages, especially when exposed to heat. Many chemicals found in plastic have been linked to reduced fertility, cancer, and metabolic disorders. These chemicals also cross the placenta, so fetuses are being exposed to these toxic chemicals during critical stages of development. Recent studies have alarmingly found microplastics in human blood, deep within human lungs, and in placenta and meconium (the first bowel movement of a newborn)

A 2022 Oceana poll showed that 86 percent of California voters support government policies to reduce single-use plastic, 83 percent want their elected officials to support policies that reduce plastic pollution, and 91 percent are concerned about plastic pollution and its impacts on the environment and ocean. A 2020 survey conducted by the Public Policy Institute of California also showed that two-thirds of Californians view plastic pollution as a big problem. Based on the known harmful impacts of plastic to the environment, climate change, and public health, the SEC recommends that leadership in Sacramento County recognize the benefits to be achieved with passage of this initiative. The SEC encourages the Sacramento County Board of Supervisors and municipal representatives express support for this initiative.

Sincerely,



Mark White
SEC Chair



Stephanie Holstege
SEC Commissioner

City of Isleton

City Council
Staff Report

DATE: May 24, 2022

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF MAY 10, 2022

SUMMARY

A. Review of the Regular City Council Meetings of May 10, 2022.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

A. City Council review and approve the draft minutes of the Regular City Council Meeting on May 10, 2022.

ATTACHMENTS

- Minutes of May 10, 2022.

Reviewed by: Charles Bergson, City Manager 
Submitted and prepared by: Yvonne Zepeda, Deputy City Clerk _____

CITY OF ISLETON

Regular City Council Meeting Minutes

Tuesday, May 10, 2022 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

TELECONFERENCE OR IN PERSON MEETING

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

Join Zoom Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGR1M1BpaicwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order – Vice Mayor Pamela Bulahan called to order 6:31pm.
- B. Pledge of Allegiance
- C. Roll Call

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

2. AGENDA CHANGES OR DELETIONS

ACTION: None.

3. PUBLIC COMMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

ACTION: Alex Joe – Candidate for City of Sacramento. Michelle Burke – Posting for Planning Commission.

4. COMMUNICATION

A. Water Sampling, California American Water.

B. Signage, Highways 160 and 12. – Considerate it with Chamber.

ACTION: Paul Steele said, Jeremy said, he lost about 78k in product due to arsenic in the water. Cal-Am would not give us their numbers, not acceptable. Eric Pene 0.01 and .5 and .7 over acceptable levels. Some people can't afford bottled water. I called the Cal Am numbers and got nowhere. Audie Foster said we had a water excursion, made him aware and flushing the day it occurred at treatment plant. Arsenic notifications by State and regulators in this case it was safe and all laboratory standards. Please encourage them to contact me. We have not heard anything back from Apothek, You can agendize us for the next meeting. We take samples every day. Raul – Village on the Delta, what is the potential for harm. Audie no potential for harm. Meets all standards. Arsenic is an average containmentment.

5. CONSENT CALENDAR

A. SUBJECT: Approval of Minutes of the Regular City Council Meeting of April 26, 2022.

RECOMMENDATION: City Council review and approve draft minutes of the Regular City Council meeting of April 26, 2022.

ACTION: Councilmember Paul Steele motion to approve minutes of the Regular City Council meeting of April 26, 2022. Vice Mayor Pamela Bulahan second the motion.

AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 5-0.

B. SUBJECT: Ordinance No. 2022-001, an Ordinance of the City Council of the City of Isleton compliance with mandatory SB1383 non-exempt components edible food program requirements, calgreen recycling requirements and reporting requirements, 1st reading.

RECOMMENDATION: Staff is recommending that the City Council adopt Ordinance No. 2022-001 compliance with mandatory SB1383 non-exempt

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

components and to receive funding for the Edible Food Recovery Program and any future funds.

ACTION: Councilmember Paul Steele motion that the City Council adopt Ordinance No. 2022-001 compliance with mandatory SB1383 non-exempt components and to receive funding for the Edible Food Recovery Program and any future funds. Councilmember Kelly Hutson second the motion. **AYES:** Councilmember's Paul Steele, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** Councilmember Iva Walton. **ABSTAIN:** None. **ABSENT:** None. **PASSED 4-1.**

6. PUBLIC HEARING

A. SUBJECT: None.

7. OLD BUSINESS

A. SUBJECT: Continuation of Conditional Use Permit Application CUP 01-22 and Development Agreement DA 2022-01, 402 Jackson Blvd., WTO Essentials, Inc.

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.

ACTION: Public Comments: Ruby Fowler capping taxes at 500k-floated revenue was 14million. Deltal ag. Lack of sidewalk, WTO be willing to provide sidewalk? City Manager the city has Measure A and TDA and program to get it done. Cara P. on 2nd st. We have sidewalks tate is there something else they can do to help the community. Instead of 2% , subject annual review. Less taxes all along? Paul Steele - Planning Commission meeting was concerns about lighting. Councilmember Paul Steele motion to Adopt City Council Resolution 14-22 approving Conditional Use Permit Application CUP 01-22 (Attachment A); and Conduct First Reading in title only of Ordinance 2022-004 approving Development Agreement DA 2022-01 (Attachment B). Staff to agendize second reading of ordinance for the next regular meeting of the City Council for May 10, 2022. Councilmember Iva Walton second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton,

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

8. NEW BUSINESS

- A. **SUBJECT:** Two address change requests to Sacramento Assessor's Office on Main Street.

RECOMMENDATION: Staff is requesting City Council approve the proposed address change and set a public hearing.

ACTION: Council directed staff to contact owners first.

- B. **SUBJECT:** Resolution of the Board of Directors of the City of Isleton authorizing the City Manager to execute agreements with the California Department of Transportation for the City of Isleton's Main Street redesign and revitalization plan.

RECOMMENDATION: Staff is requesting City Council approve Resolution No. 16-22, Resolution of the City Council of the City of Isleton authorizing the City Manager to execute agreements with the California Department of Transportation for the City of Isleton's Main Street Redesign and Revitalization Plan.

ACTION: Councilmember Iva Walton motion to approve Resolution No. 16-22. Resolution of the City Council of the City of Isleton authorizing the City Manager to execute agreements with the California Department of Transportation for the City of Isleton's Main Street Redesign and Revitalization Plan. Vice Mayor Pamela Bulahan second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

- C. **SUBJECT:** A Resolution 18-22 of the City Council of the City of Isleton initiating assessment proceedings, indicating its intention to levy and collect annual assessments, and setting a public hearing date for the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-01, Fiscal Year 2022-23.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 18-22 to a) initiate assessment proceedings, b) indicate the City's intention to levy and collect annual assessment, and c) set a public hearing date for the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1.

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

ACTION: Councilmember Paul Steele recommended that the City Council adopt Resolution No. 18-22 to a) initiate assessment proceedings, b) indicate the City's intention to levy and collect annual assessment, and c) set a public hearing date for the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1. Vice Mayor Pamela Bulahan second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

D. SUBJECT: Shipping Containers, Proposed Ordinance.

RECOMMENDATION: That City Council discuss and provide direction.

ACTION: Charles Bergson, shipping containers ordinance is from across the river. Concerned flood community. **Public Comments:** Cara, Don Cain, Raul, Complex, properties above flood level? Or separate Ordinance. Michelle Burke-A lot in town already. Site lines, setbacks, anchorage and safety. Commercial standards and property value. We like shipping containers, sometimes they're necessary, we all weren't questioned. Paul S. – They are unsightly, looks like a ship yard. Michelle B. Chain link fences is industrial. Don Cain – Rumor Michelle Burke did not seek containers. Dean Dockery – The city doesn't have orders on shipping containers. Eric Pene-Unbolt and lift and bolt back, float pastures, the house can't float, knock out a foundation if there's a pass through it still going to float, bolted is a requirement. I get it, we should have a law in place. PS-I agree with Eric. The fact we have in town and the one's were under CUP, not like we said you can put 100 put there. Kelly – we had 20' when house was being built. I would get rid of mine. Dean Dockery – we should have rules and regulations in place. Iva Walton – FEMA has to say. Have Draft Ordinance and FEMA rules and bring back to council.

9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson – None.
- B. Councilmember Paul Steele – Delta Protection Com., Eric T is moving on. State run board. Grant for Wilson Ball Park – Astro Turf May 19.
- C. Councilmember Iva Walton – The doughnuts in the streets 160 and 2nd is unsightly. Glad City fix Main St. and F St. Can't see stop sign. Put stop sign on cement.
- D. Vice Mayor Pamela Bulahan – SACOG-Grants.
- E. Mayor Eric Pene – None.

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – Budget finance committee. 100th Year Anniversary for the City May 14, 2023.
- B. Fire Chief Report – Absent.

11. CLOSED SESSION

- 11.1 Government Code Section §54956.9 (A). Pending Litigation Hotel Del Rio.
Action: No reportable action.

12. ADJOURNMENT

AYES:
NOES:
ABSTAIN:
ABSENT:

MAYOR, Eric Pene

DEPUTY CITY CLERK, Yvonne Zepeda

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

City of Isleton

City Council Staff Report

DATE: May 24, 2022

ITEM#: 5.B

CATEGORY: Consent Calendar

ORDINANCE NO. 2022-004

**DEVELOPMENT AGREEMENT DA 2022-01, 402 JACKSON BLVD,
WTO ESSENTIALS, INC.**

SUMMARY

WTO Essentials, Inc, Charles Smith, owner/contact, has submitted an application for a conditional use permit to occupy a portion of a commercial building located at 402 Jackson Boulevard to operate a cannabis manufacturing and distribution facility. The City Council approved Conditional Use Permit CUP 01-22 and conducted first reading of Ordinance 2022-004 for the related Development Agreement DA 2022-01 for this project on May 10, 2022. To make this use permit and development agreement operational, the City Council will need to hold the second reading of the ordinance. Additional information regarding this project, including the original staff report for the Planning Commission and/or City Council is available upon request of staff.

FISCAL IMPACT

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

RECOMMENDATION

Hold the second reading of Ordinance No. 2022-004 by title only, waive further reading and adopt ordinance.

ATTACHMENTS

Ordinance 2022-004 Approving Development Agreement DA 2022-01

Submitted by: Charles Bergson, City Manager
Prepared by: Gary Price, Planner



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 was approved during a duly noticed public hearing by the City Council 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 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.

The foregoing Ordinance was introduced and adopted before the City Council of the City of Isleton, at the regular meeting of the 10th day of May, 2022 and finally adopted at a regular meeting of said Council on the 24th day of May, 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 May 10, 2022, the City Council determined that the Project (as defined herein) is exempt from environmental review in accordance with Section 15301 for 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-subsidary 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 one percent (1%) 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 1% 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 1% 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 B

Legal Description of the Property

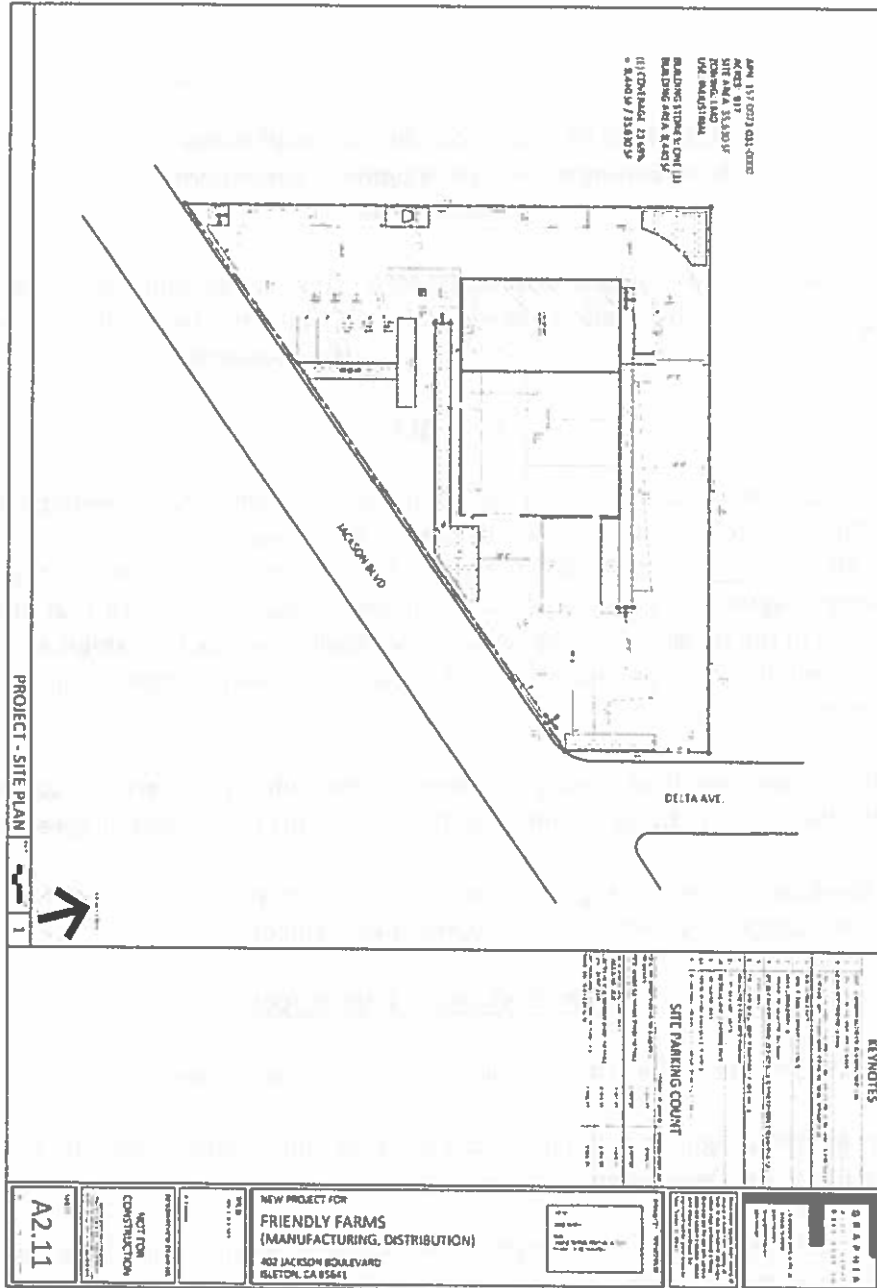
Real property in the City of Isleton, County of Sacramento, State of California, described as follows:

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

Exhibit C

Site Plan Showing Location of the Facility and the Property



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Not Applicable

**ASSIGNMENT AND ASSUMPTION AGREEMENT
WTO Essentials, Inc. Development Agreement)
Not Applicable**

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 402 Jackson Blvd, Isleton, CA, which real property is more particularly described in the Development Agreement and legally described in Exhibit A, attached hereto and incorporated herein (the 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 (continued)

Site Plan Showing Location of the Facility and the Property

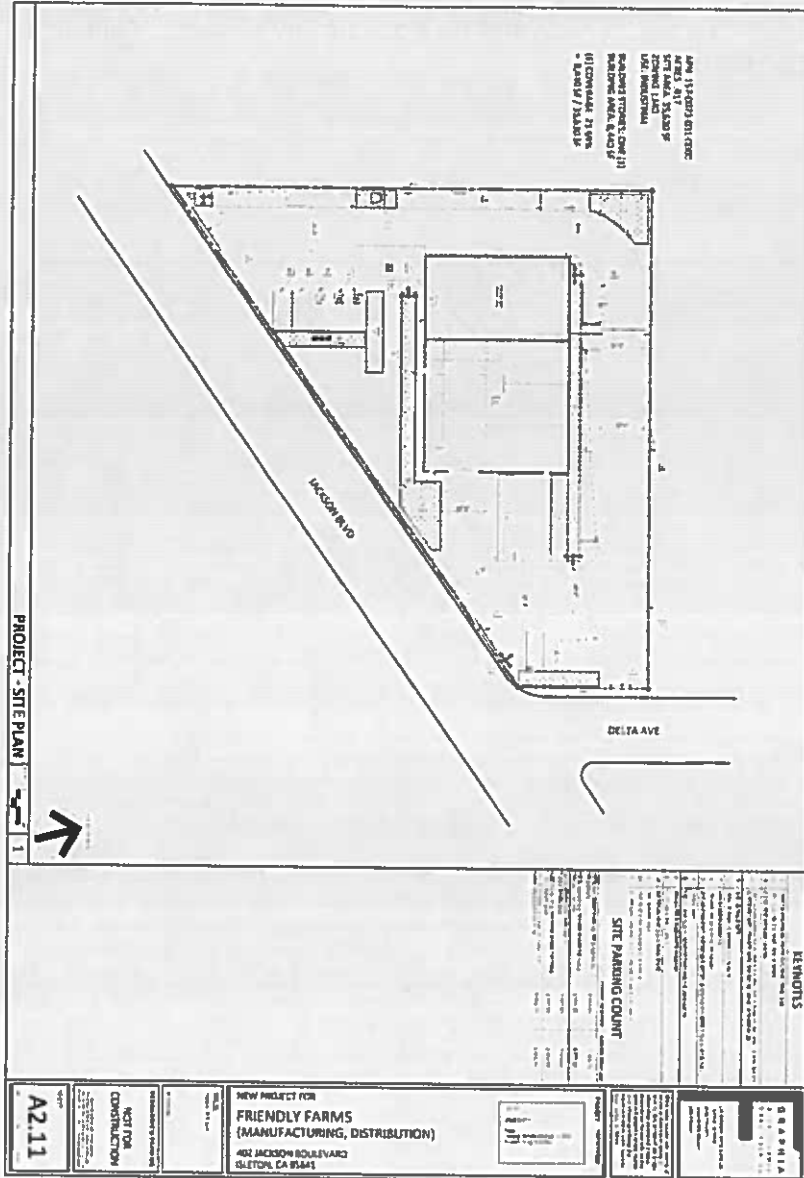


Exhibit E

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
WTO Essentials, Inc.**

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. @R Developer is the owner of the of the real property described below.]

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"

"DEVELOPER"

CITY OF ISLETON,
a municipal corporation

WTO Essentials, Inc.

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

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

"OWNER"

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

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

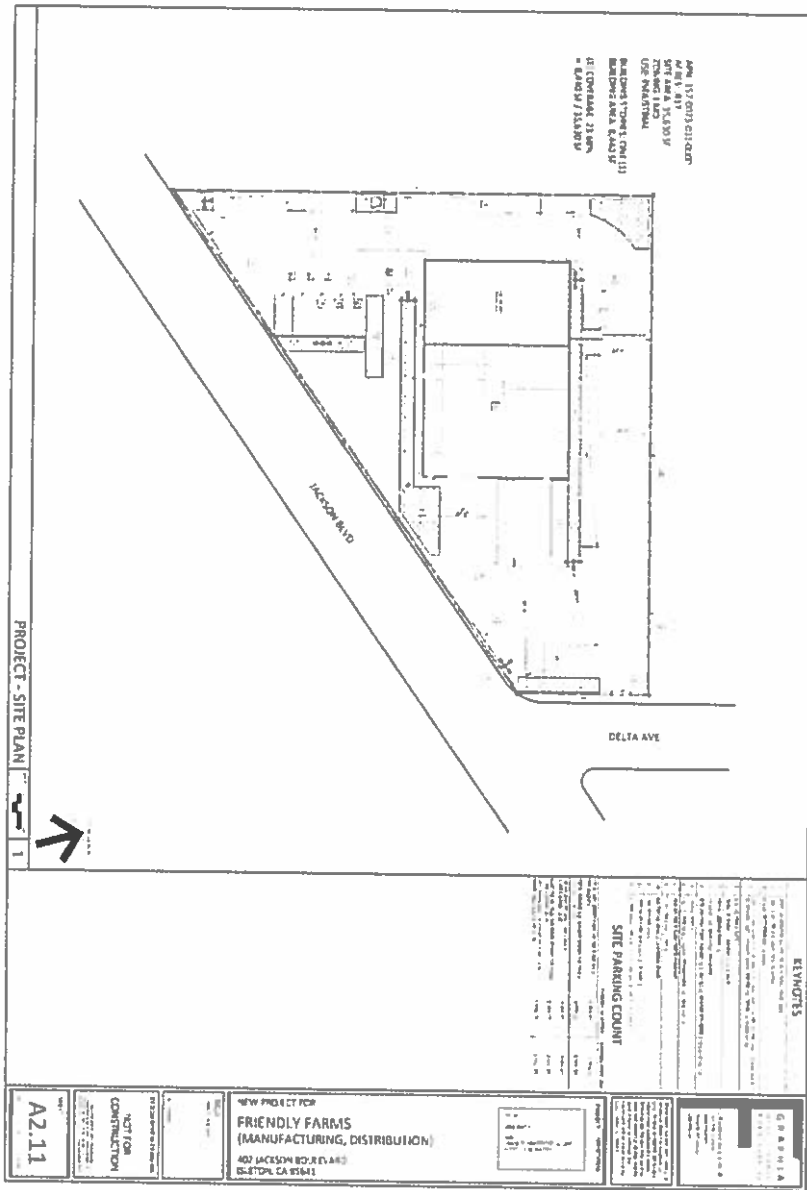
Exhibit A to Memorandum of Agreement

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)



City of Isleton

City Council
Staff Report

DATE: May 24, 2022

ITEM#: 7.A

CATEGORY: Old Business

EXTENSION FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF ISLETON FOR FISCAL YEAR JUNE 30, 2023.

STATEMENT

The contract with the Sacramento County Sheriffs for police services is being requested to extend through Fiscal Year, June 30, 2023.

DISCUSSION

The present contract was previously extended to July 1, 2022. This extension brings the contract to June 30, 2023.

The Sheriff Department has agreed to a contract extension for the next fiscal year at no change in contract price.

FISCAL IMPACT

The current budget is \$202,500 for County Sheriff services. The Sheriffs have agreed to extend the contract for fiscal year June 30, 2023 for the same cost, \$202,000.

RECOMMENDATION

It is recommended that the City Council approve the Sacramento County Sheriff's Contract extension for Fiscal Year June 30, 2022.

Prepared and Reviewed by Charles Bergson, City Manager

Submitted by Yvonne Zepeda, City Clerk



COUNTY OF SACRAMENTO

**SECOND RENEWAL TO AGREEMENT BETWEEN SACRAMENTO
COUNTY SHERIFF'S OFFICE AND THE CITY OF ISLETON FOR THE
PROVISION OF LAW ENFORCEMENT SERVICES**

THIS SECOND RENEWAL AGREEMENT is made and entered into this 1st day of July 2022, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE CITY OF ISLETON, a municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, the COUNTY and CITY have previously entered into an agreement, hereinafter referred to as "AGREEMENT", on July 1, 2020, for the contract period of July 1, 2020, through June 30, 2021, for the provision of law enforcement services; and

WHEREAS, the COUNTY and CITY renewed that AGREEMENT for the first time on July 1, 2021, for the contract period of July 1, 2021, through June 30, 2022, pursuant to Section 12, TERM; and

WHEREAS, the SHERIFF and CITY now desire to renew that AGREEMENT a second time, pursuant to Section 12, TERM; and

NOW, THEREFORE, the SHERIFF, on behalf of the COUNTY, and CITY hereby renew the terms of that AGREEMENT for the period of July 1, 2022, through June 30, 2023.

The entire agreement consists of: (1) the original agreement between the parties executed on July 1, 2020, which agreement the parties hereby reaffirm; together with (2) the First Renewal Agreement which extended the term for the additional one-year period of July 1, 2021, through June 30,

2022, which agreement the parties hereby reaffirm, together with (3) this Second Renewal agreement which extends the term for the additional one-year period of July 1, 2022, through June 30, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF SACRAMENTO, a
Political Subdivision of the State
of California

CITY OF ISLETON, a municipal
corporation

By: _____
SCOTT R. JONES, Sheriff

By: _____
CHARLES BERGSON, P.E.
City Manager, City of ISLETON

Attest: _____
Yvonne Zepeda, City Clerk

Authorized by Board of Supervisors Resolution #2020-0409.

City of Isleton

City Council
Staff Report

DATE: May 24, 2022

ITEM#: 7.B

CATEGORY: Old Business

FLOOD RISK REDUCTION FEASIBILITY STUDY FOR THE DELTA LEGACY COMMUNITY OF ISLETON, DRAFT

STATEMENT

The City has been undergoing a flood risk study over the past few years. The draft of the study – Flood Risk Reduction Feasibility Study for the Delta Legacy Community of Isleton – is being presented to the Council and the public for review.

DISCUSSION

This Study is to reduce the flood risk to the many communities in the Delta including the City of Isleton. This study include identifying the risks, development of actions to reduce flood risk and their costs, and develop a plan for implementation. Presented with this report is the Study's executive summary. The complete report can be found under Flood Risk Reduction section on the City's website (floodriskreduction.com). The entire Study is nearly 250 pages.

GEI Consultants, the preparer of this Study, will making a formal presentation to the Council at its second June 2022 meeting.

FISCAL IMPACT

The City has been a recipient of a grant to prepare this Study from the State department of water resources for \$ 482,985. All funds have been provided by the State.

RECOMMENDATION

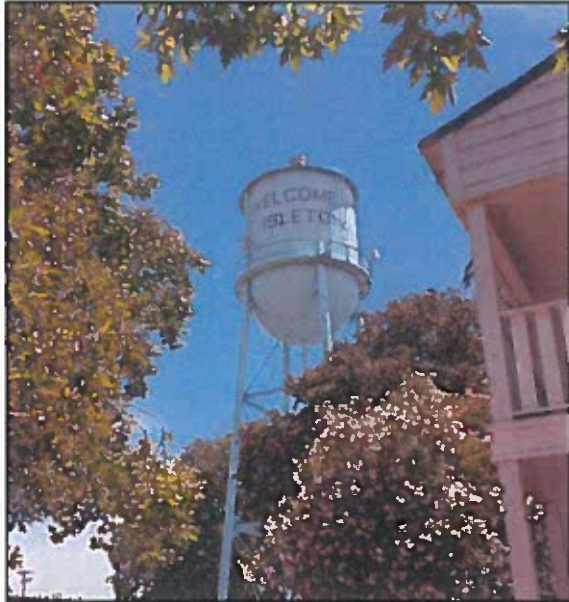
It is recommended that the City Council receive the Draft Flood Risk Reduction Feasibility Study for the Delta Legacy Community of Isleton.

Prepared and Reviewed by Charles Bergson, City Manager



Submitted by Yvonne Zepeda, City Clerk

Attachment: Executive Summary for Food Risk Reduction Feasibility Study.



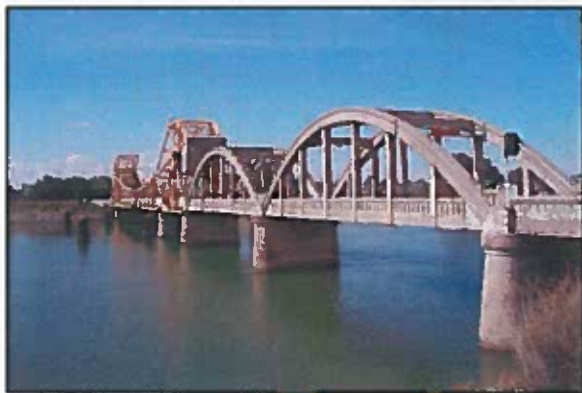
Flood Risk Reduction Feasibility Study for:

Delta Legacy Community of Isleton, CA

Funded by California Department of Water Resources Small Communities Flood Risk Reduction Program

Submitted to:
City of Isleton

Submitted by:
GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670
916-631-4500



March 31, 2022 DRAFT

Visit the Isleton Story Map for more details of the community, its history, and flood risk concerns: [Isleton Story Map - City of Isleton Small Communities Flood Risk Reduction Program](http://floodriskreductionisleton.com/) (<http://floodriskreductionisleton.com/>)

DRAFT

[Page left intentionally blank]

Table of Contents

1.	Introduction	1
1.1	Intent of Senate Bill 5 for Small Communities	1
1.2	Goals and Scope of the Study	4
1.3	State's Interest in the Delta	4
1.4	Isleton's Need for Improved Flood Protection	6
1.5	Study Area and Location	8
1.6	Public Outreach and Engagement	10
	1.6.1 Stakeholder Identification and Outreach	10
	1.6.2 Communications and Engagement	10
	1.6.3 Coordination with Key Agencies within the Delta	10
1.7	Related Plans, Programs and Studies	12
	1.7.1 Central Valley Flood Protection Plan	12
	1.7.2 Sacramento River Basin-Wide Feasibility Study	12
	1.7.3 Lower Sacramento River/Delta North Regional Flood Management Plan	13
	1.7.4 Delta Levees Investment Strategy	13
	1.7.5 Flood System Repair Project	16
	1.7.6 Non-Urban Levee Evaluations	16
2.	Existing Conditions	1
2.1	Existing Conditions	1
	2.1.1 Topography and Levees	1
	2.1.2 Geomorphology	4
	2.1.3 Population, Communities, and Land Use	7
	2.1.4 Hydrology and Hydraulics	8
	2.1.5 Water Resources and Water Conveyance	11
	2.1.6 Existing Infrastructure	11
	2.1.7 Biological Resources	14
	2.1.8 Cultural Resources	19
3.	Problems, Opportunities and Constraints	21
3.1	Problems	21
	3.1.1 Flood Risk	21
	3.1.2 Escalating NFIP Insurance Premium Rates	30
	3.1.3 Vulnerability of Levees Providing Through-Delta Water Conveyance	33
	3.1.4 Agricultural Sustainability	34
	3.1.5 Threatened Ecosystems	34
	3.1.6 Threats from Climate Change and Sea Level Rise	34
3.2	Opportunities	34
	3.2.1 Reduce Flood Risks	35
	3.2.2 Agricultural Sustainability	35
	3.2.3 Potential Ecosystem Restoration and Recreation Enhancement Opportunities	36
	3.2.4 Enhance Resiliency and Reliability of Through-Delta Conveyance	38
3.3	Constraints	39

3.3.1	Limited Local Funding Sources	39
3.3.2	Proposition 218 Assessments and Other Funding Issues	39
3.3.3	Existing Delta Levee Standards	40
3.3.4	Delta Plan Land Use Constraints	43
3.3.5	Biological Constraints	44
3.3.6	Cultural Resources Constraints	44
3.3.7	Additional Regulatory Considerations	45
4.	Plan Formulation	46
4.1	Planning Objectives	46
4.1.1	Reducing Risk to Life	46
4.1.2	Reducing Risk to Property Damage	47
4.1.3	Reducing Probability of Levee Failure	47
4.1.4	Limitation of High Insurance Premiums	48
4.1.5	Improved Flood Preparedness and Response	48
4.1.6	Enhancing Resiliency and Reliability of Through-Delta Water Conveyance	48
4.1.7	Environmental Stewardship and Multi-Benefits	49
4.2	Future Baseline Conditions	49
4.2.1	Climate Change and Sea Level Rise	49
4.2.2	Development in the Floodplain	50
4.2.3	Land Subsidence in the Delta	50
4.3	Alignment with Goals and Policies of Delta Agencies	50
4.3.1	Delta Protection Commission	51
4.3.2	Delta Stewardship Council	51
4.3.3	Delta Conservancy	52
5.	Preliminary Suite of Flood Risk Reduction Elements	53
5.1	Structural Elements	53
5.1.1	Previously Identified Repair Needs	55
5.1.2	Additional Remediations and Improvements	72
5.2	Non-Structural Measures	93
5.2.1	All-Weather Flood Fight Access Road for the Community of Isleton	94
5.2.2	Voluntary Structural Elevation	97
5.2.3	Wet or Dry Floodproofing	97
5.2.4	Acquisitions or Relocations	98
5.2.5	Improved Emergency Response – Flood Emergency Safety Plans and County OES Decision Support Tool	98
5.2.6	Local Hazard Mitigation Plan and Relief Cuts	98
5.2.7	Alternatives to NFIP – Community- and Flood-Risk Based Insurance Programs	99
5.2.8	NFIP Flood Insurance Enhancements, Risk-Based Insurance Program, and Potential Enhancements via AFOTF	101
5.2.9	Mokelumne River Conveyance Improvements/Flood Easements	101
5.2.10	Improve FEMA Community Rating System	102
5.2.11	Improved Governance between Neighboring LMAs and RDs and Community	102
5.2.12	Public Education and Awareness	103
5.3	Multi-Objective Components	104
5.3.1	Water Quality and Water Supply, including Through-Delta Conveyance Reliability and Operational Flexibility	104

5.3.2	Ecosystem Restoration/Enhancement	104
5.3.3	Public Recreation and Education Enhancement Opportunities	108
6.	Identification and Trade-Off Analysis of Flood Risk Reduction Management Actions	111
6.1	Identification of Structural-Related Flood Risk Reduction Management Actions	111
6.1.1	No Action, Future Without Project	112
6.1.2	Management Action 1: Repair of Remaining DWR FSRP Critical and Serious Sites within BALMD	112
6.1.3	Management Action 2: Raise and Repair/Strengthen-in-Place RD 556 Cross Levee Coupled with a Relief Cut along Georgiana Slough	116
6.1.4	Management Action 3: All-Weather Flood Fight Access Road for the Community of Isleton	116
6.1.5	Management Action 4: Repair and Strengthen-in-Place SPFC Levee along the Left Bank of the Sacramento River (NULE Segment 378)	117
6.1.6	Management Action 5: Repair and Strengthen-in-Place SPFC Levee along the Right Bank of Georgiana Slough (NULE Segment 40)	119
6.1.7	Management Action 6: Cross Levee System(s) with FEMA Certification for the City of Isleton	121
6.1.8	Management Action 7: Repair and Strengthen-in-Place Non-SPFC Levee along the Right Bank of the Mokelumne River (NULE Segment 1050)	122
6.1.9	Management Action 8: Repair and Strengthen-in-Place Non-SPFC Levee along the Right Bank of the San Joaquin River (NULE Segment 1049)	123
6.1.10	Management Action 9: Repair and Strengthen-in-Place 1.35 Miles of Non-SPFC Levee along the Left Bank of Sevenmile Slough (NULE Segment 1048) East of Jackson Slough and Certify Sevenmile Slough Closure Structures	123
6.1.11	Management Action 10: Highway 12 Cross Levee	123
6.1.12	Management Action 11: Secure 100-Year FEMA Certification for the Community of Isleton with a Highway 12 Cross Levee Paired with Perimeter Levee Improvements within BALMD North of Highway 12	124
6.1.13	Management Action 12: Secure 100-Year FEMA Certification for the Entire Study Area inclusive of the Community of Isleton	124
6.2	Capital Costs	125
6.2.1	Repair Remaining DWR FSRP Critical and Serious Sites (Management Action 1)	128
6.2.2	Raise and Repair/Strengthen-in-Place RD 556 Cross Levee Coupled with a Relief Cut along Georgiana Slough (MA 2)	128
6.2.3	All-Weather Flood Fight Access Road for the Community of Isleton (MA 3)	129
6.2.4	Repair and Strengthen-in-Place SPFC Levee along the Left Bank of the Sacramento River (NULE Segment 378) (MA 4)	129
6.2.5	Repair and Strengthen-in-Place SPFC Levee along the Right Bank of Georgiana Slough (NULE Segment 40) (MA 5)	131
6.2.6	Cross Levee System(s) for the City of Isleton (MA 6)	132

6.2.7	Repair and Strengthen-in-Place Non-SPFC Levee along the Right Bank of the Mokelumne River (NULE Segment 1050) (MA 7)	133
6.2.8	Repair and Strengthen-in-Place Non-SPFC Levee along the Right Bank of the San Joaquin River (NULE Segment 1049) (MA 8)	133
6.2.9	Repair and Strengthen-in-Place 1.35 Miles of Non-SPFC Levee along the Left Bank of Sevenmile Slough (NULE Segment 1048) East of Jackson Slough and Certify Sevenmile Slough Closure Structures (MA 9)	133
6.2.10	Highway 12 Cross Levee (MA 10)	134
6.2.11	Secure 100-Year FEMA Certification for the Community of Isleton with a Highway 12 Cross Levee Paired with Perimeter Levee Improvements North of Highway 12 (MA 11)	134
6.2.12	Secure 100-Year FEMA Certification for the Entire Study Area inclusive of the Community of Isleton (MA 12)	136
6.2.13	Capital Cost Summary	138
6.3	Trade-Off Analysis of Structural-Related Flood Risk Reduction Management Actions	141
6.3.1	Planning Objectives	141
6.3.2	Other Considerations	150
6.3.3	Trade-Off Analysis Summary	153
7.	Recommendations	156
7.1	Recommended Suite of Structural-Related Management Actions	156
7.2	Stakeholder and Public Input on Structural-Related Management Actions and Non-Structural Flood Risk Reduction Measures	164
7.3	Community Preferred Structural-Related Management Actions	164
7.4	Non-Structural Measures Recommended for Implementation	164
7.4.1	Voluntary Structural Elevation	166
7.4.2	Wet or Dry Floodproofing	167
7.4.3	Improved Emergency Response	167
7.4.4	Local Hazard Mitigation Plan and Relief Cuts	168
7.4.5	Alternatives to NFIP – Community and Flood-Risk Based Insurance Program	168
7.4.6	NFIP Flood Insurance Enhancements via AFOTF	168
7.4.7	Improve FEMA Community Rating System Score for Sacramento County	169
7.4.8	Improved Governance between Neighboring LMAs/RDs and Community	169
7.4.9	Public Education and Awareness	170
7.5	Right-of-Way and Easement Considerations/Recommendations	170
7.6	OMRR&R Considerations	171
7.7	Regulatory Requirements	173
7.8	Federal, State and Local Funding Sources and Financial Strategies	174
7.8.1	Federal Funding Sources	174
7.8.2	State Funding Sources	177
7.8.3	Local Cost Share Funding Sources and Assessment Strategies	179
7.9	Financial Feasibility and Local Cost Share Requirements for Key Management Actions	182
7.9.1	Financial Feasibility Summary Utilizing EAD Evaluations	182
7.9.2	Conceptual Local Cost Share Financing and Assessment Strategies	182

8.	Implementation Recommendations	187
8.1	Implementation Schedule including Roles and Responsibilities	187
8.2	Delta Regulatory Compliance, Delta Investment Priorities, and Additional Studies & Plans	190
8.2.1	DSC Consistency Determination Required with Delta Plan and Qualifying Covered Actions	190
8.2.2	Alignment with DSC's 3x3 Prioritization of State Investments in Delta Levees and Flood Risk Reduction	191
8.2.3	Additional Ongoing Studies and Plans	191
9.	References	192

Tables

Table ES-1: Estimated Costs, Net Reduction in EAD Values, Flood Risk Reduction Payback Periods and Benefit-Cost Ratios for Isleton's Suite of Management Actions Under Existing Conditions.	xviii
Table 1-1. Outreach Community Meetings for the Isleton Study Area.	10
Table 2-1. Summary of Levee Geometry.	4
Table 2-2. Sacramento River 100- and 200-Year Peak Flows and USACE 1957 Design Flows.	8
Table 3-1. Summary of NULE GAR Assessment Results for the Isleton Study Area.	24
Table 3-2. Structures within the Isleton Study Area (BALMD).	25
Table 3-3. 2022 CVFPP Depreciated Replacement Value for BALMD Impact Area SAC 54.	26
Table 3-4. Crop Acreage and Total Value for the Study Area.	26
Table 3-5. Vehicle Count and Value for the Study Area.	26
Table 3-6. Total Miles of Highways and Streets and Value for the Study Area.	27
Table 3-7. 2017-2022 CVFPP EAD Values for Isleton Study Area: SAC 54-N2 and SAC 54-URB.	28
Table 4-1. 3x3 Goals of the DSC for State Investment in Delta Integrated Flood Management.	51
Table 5-1. FSRP Critical and Serious Seepage Sites and Proposed Solutions.	58
Table 5-2. Summary of Remedial Alternatives to Address Levee Vulnerabilities along the Left Bank of the Sacramento River in BALMD.	62
Table 5-3. Summary of Remedial Alternatives to Address Levee Vulnerabilities along the Right Bank of Georgiana Slough in BALMD.	64
Table 5-4. Summary of Remedial Alternatives to Address Levee Vulnerabilities along the Right Bank of the Mokelumne River in BALMD.	67
Table 5-5. Summary of Remedial Alternatives to Address Levee Vulnerabilities along the Right Bank of the San Joaquin River in BALMD.	69
Table 5-6. Summary of Remedial Alternatives to Address Levee Vulnerabilities along the Left Bank of Sevenmile Slough in BALMD.	72
Table 5-7. Summary of Remedial Alternatives to Repair and Strengthen the Left Bank of the Sacramento River Immediately Fronting the Community of Isleton (Portion of NULE Segment 378)	75

Table 5-8. Summary of Remedial Alternatives to Repair and Strengthen the Right Bank of Georgiana Slough Opposite the Community of Isleton (Portion of NULE Segment 40).....	77
Table 5-9. Summary of Remedial Alternatives to Address Levee Vulnerabilities on the RD 556 Cross Levee.	79
Table 5-10. Proposed Dimensions of the Cross Levee, N. of Fertile Acres and the Cross Levee, S. of Isleton at Jackson Slough Rd and Terminous Rd as part of the Cross Levee System.....	82
Table 5-11. Summary of Remedial Alternatives to Improve the SPFC Levee Immediately Fronting Isleton and to Improve the SPFC Levee SE of Isleton along the Right Bank of Georgiana Slough as part of the Cross Levee System.....	82
Table 5-12. Proposed Dimensions of the Cross Levee North of Fertile Acres and the Isleton/Oxbow Marina Cross Levee.	85
Table 5-13. Summary of Remedial Alternatives to Improve the SPFC Levee Immediately Fronting Isleton and to Improve the SPFC Levee Southeast of Isleton along the Right Bank of Georgiana Slough as part of a Smaller Cross Levee System.	85
Table 5-14. Proposed Dimensions of the Isleton Sphere of Influence Cross Levees	88
Table 5-15. Summary of Remedial Alternatives to Improve the SPFC Levee Immediately Fronting Isleton and to Improve the SPFC Levee Southeast of Isleton along the Right Bank of Georgiana Slough as part of the SOI Cross Levee System	88
Table 5-16. Total Count and Cost to Elevate Structures in the Isleton Study Area.	97
Table 6-1. Repair and Strengthen-in-Place Cost Estimates by Levee Reach for Isleton Study Area, Excluding Erosion Repairs.	126
Table 6-2. Estimated Costs Associated with Management Actions 1A-1C.....	128
Table 6-3. Estimated Range of Costs for Management Action 4.....	130
Table 6-4. Estimated Range of Costs for Management Action 5.....	131
Table 6-5. Estimated Range of Costs for Management Actions 6A-6C.....	132
Table 6-6. Estimated Range of Costs for 100-Year FEMA Certification for the Portion of BALMD North of Highway 12.....	135
Table 6-7. Estimated Range of Costs for 100-Year FEMA Certification for the Entire Study Area, Inclusive of the Community of Isleton.	137
Table 6-8. Estimated Range of Costs for Management Actions 1-12 Including FEMA Certification.	138
Table 6-9. Isleton Study Area EAD Values for Existing Conditions Consistent with the 2022 CVFPP Update.....	144
Table 6-10. Isleton Study Area EAD Values for Future Conditions (with climate change adjustments) Consistent with the 2017 CVFPP Update	145
Table 6-11. Estimated Displaced Agricultural Acreage when Implementing MAs 1, 3-6, 11, and 12.	150
Table 6-12. Trade-Off Analysis Summary.....	154
Table 7-1. Summary of Proposed Remediations for Management Actions 1-12 (Items 1, 7-9, and portions of Items 4, 5, 11, and 12 URS, 2011b).	158
Table 7-2. Detailed Remediations for Management Actions 1, 7-9, and portions of Items 4, 5, 11, and 12.	161

Table 7-3. Recommended Timeline for Implementation of Other Non-Structural Measures.	166
Table 7-4: Permanent Right-of-Way Cost Estimates per Acre and Structure.	171
Table 7-5: Potential Federal Funding Programs	176
Table 7-6: Potential State Funding Programs.	179
Table 7-7: Potential Local Funding Programs and Assessment Strategies.	181
Table 7-8: Conceptual Analysis of Isleton Local Cost-Share Assessments and Local Pay-Back Periods for Select Management Actions.	185

Figures

Figure 1-1. Delta Legacy Communities Participating in the DWR Small Communities Flood Risk Reduction Program.	3
Figure 1-2. Delta Legacy Communities Participating in the SCFRRP.	7
Figure 1-3. Isleton Study Area.	9
Figure 1-4. Flood Stage Reductions as a Result of the BWFS Expansions and Modifications.	14
Figure 1-5. DLIS Analysis – Overall Prioritization (Rand Corporation, 2020).	15
Figure 1-6. DLIS Analysis - Hydrologic Event (Rand Corporation, 2020).	16
Figure 2-1. Study Area Ground Elevations and Levees.	2
Figure 2-2: Isleton Study Area Impact Areas.	3
Figure 2-3. Geomorphology within the Study Area.	6
Figure 2-4. Lower Andrus Island Special Planning Area (Sacramento County, 2016).	7
Figure 2-5. City of Isleton Land Use (DSC, 2013).	9
Figure 2-6. Cross Section at Sacramento River Station 17,976 at Isleton Viewing Downstream.	10
Figure 2-7. Critical Infrastructure within the Study Area.	13
Figure 2-8. Farmland Designations within the Study Area.	15
Figure 2-9. Crop Types within the Study Area.	18
Figure 2-10. Historic Resources within the Study Area.	20
Figure 3-1. Study Area Maximum Flood Depths (Dynamic Planning + Science, 2017 for Sacramento County).	29
Figure 3-2. Isleton's 100-Year BFE Floodplain Recognized by FEMA (2020).	31
Figure 3-3. SPFC Levees which Comprise the Delta's Freshwater Corridor	34
Figure 3-4. Agricultural Levee Geometry Design Standards	42
Figure 3-5. Urban Levee Geometry Design Standards	43
Figure 5-1. Typical Cutoff Wall.	54
Figure 5-2. Typical Stability Berm.	54
Figure 5-3. Typical Seepage Berm.	55
Figure 5-4. Typical Combination Seepage and Stability Berm.	55
Figure 5-5. FSRP Critical and Serious Seepage Sites within BALMD (URS, 2013b)	57
Figure 5-6. 11.6 miles of SPFC Levee along the Left Bank of the Sacramento River (Portion of NULE Segment 378) (URS, 2011a)	61
Figure 5-7. 6.2 miles of SPFC Levee along the Right Bank of Georgiana Slough (Portion of NULE Segment 40) (URS, 2011a).	63

Figure 5-8. Right Bank Mokelumne River Non-SPFC Levee in BALMD (NULE Segment 1050) (URS, 2011a).	66
Figure 5-9. Right Bank San Joaquin River Non-SPFC Levee in BALMD (NULE Segment 1049) (URS, 2011a).	68
Figure 5-10. Left Bank Sevenmile Slough Non-SPFC Levee in BALMD and Closure Structures (URS, 2011a).	71
Figure 5-11. Remedial Alternatives to Repair and Strengthen the Left Bank of the Sacramento River Immediately Fronting the Community of Isleton (Portion of NULE Segment 378)	74
Figure 5-12. Remedial Alternatives to Repair and Strengthen the Right Bank of Georgiana Slough Opposite the Community of Isleton (Portion of NULE Segment 40).	76
Figure 5-13. Remedial Alternatives to Raise and Repair/Strengthen the RD 556 Cross Levee along with a Potential Relief Cut Location along the Right Bank of Georgiana Slough.	78
Figure 5-14. Potential Cross Levee System Adapted from the 2012 CVFPP and 2014 RFMP.	81
Figure 5-15. Potential Isleton/Oxbow Marina Cross Levee System.	84
Figure 5-16: Potential Sphere of Influence Cross Levee System.	87
Figure 5-17: Highway 12 Cross Levee	90
Figure 5-18: Conceptual All-Weather Flood Fight Access Road for the Community of Isleton	96
Figure 5-19: Ecosystem Restoration Opportunities for the Community of Isleton	107
Figure 5-20: Excerpt of DPC's Great California Delta Trail Master Plan Identifying Isleton as "Potential Adventure Hub" and Existing/Proposed Trails/Bikeways in Central Delta Region.	110
Figure 6-1. DWR FSRP Critical and Serious Sites Repaired under Management Actions 1A, 1B, 1C (URS, 2013b).	114
Figure 6-2. Management Action 4 - Repair and Strengthen-in-Place Various Portions of the SPFC Levee (NULE Segment 378) along the Left Bank of the Sacramento River.	118
Figure 6-3. Management Action 5 - Repair and Strengthen-in-Place Various Portions of the SPFC Levee (NULE Segment 40) along the Right Bank of Georgiana Slough.	120

Appendices

Appendix A : Geotechnical Data and Assessment Report	195
Appendix B : Biological Resources Constraints Assessment for the Community of Isleton	196
Appendix C : Cultural Resources Records Search Results for Isleton, California	197
Appendix D : Ecosystem Multi-Benefit Opportunities for the Sacramento County Delta Legacy Communities Small Communities Flood Risk Reduction Feasibility Studies, Including Isleton.	198
Appendix E-1: Expected Annual Damages (EAD) Analysis for Sacramento County/Isleton Communities – HDR Engineering, August 2021	199
Appendix E-2: 2022 CVFPP Update to SPFC Levee Fragility Curves; and Hazard Level Categorization for Sacramento County SCFRRP SPFC and non-SPFC Levees	

Technical Memorandum - AECOM, November 2020, including Addendum of December 2020	200
Appendix F : Cost Estimates of Flood Risk Reduction Management Actions for Isleton's Flood Risk Reduction Feasibility Study	201
Appendix G : DPC, DSC and Delta Conservancy Master Comparison Matrix.....	202
Appendix H : Identification of Non-Structural Measures for the North Delta Legacy Communities of Hood, Courtland, Locke, East Walnut Grove, West Walnut Grove/Ryde and City of Isleton Flood Risk Reduction Feasibility Studies	203
Appendix I : Hydrology and Hydraulics Technical Memorandum for the North Delta Legacy Communities of Hood, Courtland, Locke, Walnut Grove (East), Ryde/Walnut Grove (West), and Isleton.....	204
Appendix J : Community-Based Flood Insurance Program White Paper – Kathleen Schaefer, March 2022	205
Appendix K : Multi-Benefit Project Opportunities Identified the Delta Legacy Communities to Reduce Flood Risks and Improve SWP Water Conveyance Through the Delta	206

DRAFT

Acronyms and Abbreviations

2014 RFMP	Lower Sacramento River/North Delta Regional Flood Management Plan completed in July of 2014
AFOTF	Agricultural Floodplain Ordinance Task Force
APE	area of potential effect
BALMD	Brannan-Andrus Levee Maintenance District
BFE	Base Flood Elevation
BRICK	Federal Emergency Management Agency's Building Resilient Infrastructure and Communities
BWFS	Basin-Wide Feasibility Study
BW-12	Biggert-Waters Flood Insurance Reform Act of 2012
Cal OES	California Governor's Office of Emergency Services
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFR	California Code of Federal Regulations
cfs	cubic feet per second
Conservancy	Delta Conservancy
CPT	cone penetration test
CRHR	California Register of Historical Resources
CRS	Community Rating System
CVFPE	Central Valley Flood Protection Board
CVFPP	Central Valley Flood Protection Plan
CVP	Central Valley Project
CVRMP	Central Valley Riparian Mapping Project
CWC	California Water Code
DAC	disadvantaged communities
DCA	Delta Conveyance Authority
Delta	Sacramento-San Joaquin Delta
DLIS	Delta Levees Investment Strategy
DPC	Delta Protection Commission
DSC	Delta Stewardship Council

DWR	California Department of Water Resources
EAD	Expected Annual Damages
EAP	Emergency Action Plans
EIR	Environmental Impact Report
EOP	Emergency Operations Plan
ESP	Emergency Safety Plan
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FMA	Flood Mitigation Assistance
FODSS	Flood Operation Decision Support System
fps	feet per second
FSRP	Flood System Repair Project
GAR	Geotechnical Assessment Report
GHAD	Geologic Hazard Abatement District
H&H	hydrologic and hydraulic
HFIAA	Homeowner Flood Insurance Affordability Act
HMP	Hazard Mitigation Plan
HOA	Homeowners Association
Hpm	Holocene peat and muck
H.R.	United States House of Representatives
IWM	Integrated Water Management
Legal Delta	legally defined Sacramento-San Joaquin Delta
LHMP	Local Hazard Mitigation Plan
LMA	Local Maintaining Agency
LURMP	Land Use and Resource Management Plan
M	million
MA	management action
NAVD 88	North American Vertical Datum 1988
NEPA	National Environmental Policy Act
NFIP	National Flood Insurance Program
NRHP	National Register of Historic Places
NULE	Non-Urban Levee Evaluation

OA	Operational Area
OES	Office of Emergency Services
O&M	operations and maintenance
OMRR&R	operation, maintenance, repair, replacement and rehabilitation
PDM	Pre-Disaster Mitigation
PL	Public Law
RD	Reclamation District
RACER	DWR Remedial Alternatives and Cost Estimates Report
RFMP	Regional Flood Management Plan
RMA	routine maintenance agreement
SB	Senate Bill
SCFRRP	Small Communities Flood Risk Reduction Program
SEMS	Standardized Emergency Management System
SFHA	Special Flood Hazard Area
SOI	sphere of influence
SPA	Special Planning Area
SPFC	State Plan of Flood Control
SRBPP	Sacramento River Bank Protection Project
SRFCP	Sacramento River Flood Control Project
SSJDNHA	Sacramento-San Joaquin Delta National Heritage Area
SWIF	System-wide Improvement Framework
SWP	State Water Project
URS	
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service
WSEL	water surface elevation

Executive Summary

In 2017, the city of Isleton received a grant from the California Department of Water Resources (DWR) Small Communities Flood Risk Reduction Program to complete a feasibility study to reduce flood risk to the Delta Legacy Community of Isleton. The scope of this study includes the following:

- Identifying a potential suite of structural and non-structural flood risk reduction elements
- Developing management actions (MAs) based on the combination of one or more potential flood risk reduction elements
- Developing and preparing implementation costs for each of the MAs
- Identifying a preferred suite of MAs and other non-structural measures based on stakeholder and community input
- Developing an implementation plan which includes an implementation schedule and finance plan

The study considers potential solutions to reduce flood risk while sustaining agriculture and the regional economy, improving riverine habitat viability, addressing regional levee maintenance governance, and improving the resiliency and reliability of conveying fresh water through the Delta with an improved leveed system in the Sacramento River Corridor.

The city of Isleton is located along the left bank of the Sacramento River near the southwest boundary of Sacramento County. Levees which protect the tract of land known as Brannan-Andrus Island where the Delta Legacy Community of Isleton is located are maintained by Brannan-Andrus Levee Maintenance District (BALMD). In total, Brannan-Andrus Island is protected by over 28 miles of levees which provide protection from flows in the Sacramento River to the west, Georgiana Slough and the Mokelumne River to the east, and the San Joaquin River and Sevenmile Slough to the south.

The levees surrounding the community of Isleton were initially constructed between 1860 and 1880 by local interests and were generally built using materials dredged from the adjacent Sacramento River and Georgiana Slough. Over time, various improvements have been made to the levees in the study area located along the left bank of the Sacramento River and they are now considered part of the federally and state authorized Sacramento River Flood Control Project (SRFCP) and are now part of State Plan of Flood Control (SPFC) levees. The levees on the southeast and south sides of BALMD have also been improved over time but are not considered part of the federally and state authorized SRFCP nor a portion of the SPFC levee systems.

The city of Isleton and its consultants developed this feasibility study in coordination with a planning committee comprised of residents living within Isleton, including other landowners and business owners on Brannan-Andrus Island, and representatives from BALMD. Other representative participating stakeholders with interest and knowledge in providing enhanced flood protection for the Delta Legacy Community of Isleton, including residents and landowners within Isleton and agricultural landowners within the larger BALMD basin, were also consulted. Several public stakeholder meetings were held to identify existing concerns and solicit feedback on the flood risk reduction efforts for the Delta Legacy Community of Isleton.

Structural-Based Management Actions

A suite of 12 potential structural-based MAs was formulated based on stakeholder discussions and available geotechnical data, including new geotechnical data collected in late summer of 2020 as part of this feasibility study. These structural-based MAs included repairing known critical and serious sites as identified by DWR in the Flood System Repair Project (FSRP); repairing and strengthening-in-place various portions of and/or the entirety of the BALMD perimeter levee system; potentially constructing a cross levee along Highway 12; and securing Federal Emergency Management Agency (FEMA) 100-year accreditation for the community of Isleton.

These 12 structural-based MAs can be paired with a suite of non-structural flood risk reduction measures, including the potential implementation of a community-based private flood insurance program developed specifically for the noted community and/or additional Delta Legacy Communities *via* either a homeowners association, Sacramento County, or other means such as a Geologic Hazard Abatement District (GHAD). The key non-structural measures for consideration are summarized below within this Executive Summary and Section 7.3 of this Feasibility Study Report.

The MAs were evaluated qualitatively against the study's planning objectives of reducing risk to life; reducing risk to property damage; reducing probability of levee failure; reducing high, escalating National Flood Insurance Program (NFIP) flood insurance premiums; improved flood preparedness and response; enhancing resiliency and reliability of through-Delta water conveyance, and identifying multi objective opportunities. Each of the MAs were also evaluated qualitatively using agricultural sustainability, local support, and cost.

With this trade-off analysis and a final stakeholder meeting held in April -May 2022, a recommended suite of structural-based MAs was further identified as follows:

- **MA 1: Repair of DWR FSRP Critical and Serious Sites within BALMD**
 - **1A: Repair Two DWR FSRP Critical Stability Sites on the Right Banks of the Mokelumne and San Joaquin Rivers**

- 1B: Repair DWR FSRP Serious Erosion Site on the Left Bank of the Sacramento River
- 1C: Repair Two DWR FSRP Serious Stability Sites on the Right Bank of Georgiana Slough and One Serious Seepage Site on the Right Bank of the Mokelumne River
- MA 2: Raise and Repair/Strengthen-in-Place RD 556 Cross Levee Coupled with a Relief Cut along Georgiana Slough
- MA 3: All-Weather Flood Fight Access Road for the Community of Isleton
- MA 4: Repair and Strengthen-in-Place SPFC Levee along the Left Bank of the Sacramento River (Non-Urban Levee Evaluations [NULE] Segment 378)
 - 4A: Repair and Strengthen-in-Place 1.4 Miles of Levee along the Left Bank of the Sacramento River Immediately Adjacent to Isleton
 - 4B: Repair and Strengthen-in-Place 4.2 Miles of Levee along the Left Bank of the Sacramento River Between the Westerly Boundary of the Community of Isleton and Highway 12
 - 4C: Repair and Strengthen-in-Place 2.4 Miles of Levee along the Left Bank of the Sacramento River Between Highway 12 and West Brannan Island Road
 - 4D: Repair and Strengthen-in-Place 2.3 Miles of Levee along the Left Bank of the Sacramento River Between the Easterly Boundary of the Community of Isleton and the RD 556 Cross Levee
- MA 5: Repair and Strengthen-in-Place SPFC Levee along the Right Bank of Georgiana Slough (NULE Segment 40)
 - 5A: Repair and Strengthen-in-Place 0.90 mile of Levee along the Right Bank of Georgiana Slough Between the Cross Levee North of Fertile Acres and 450 feet Downstream of the Isleton Sewer Ponds
 - 5B: Repair and Strengthen-in-Place 1.6 Miles of Levee along the Right Bank of Georgiana Slough Between the Cross Levee North of Fertile Acres and the Isleton Oxbow Marina Cross Levee
 - 5C: Repair and Strengthen-in-Place 1.9 Miles of Levee along the Right Bank of Georgiana Slough Between the Cross Levee North of Fertile Acres and the Cross Levee at Jackson Slough Road and Terminous Road
 - 5D: Repair and Strengthen-in-Place 1.9 Miles of Levee along the Right Bank of Georgiana Slough Between the Cross Levee at Jackson Slough Road and Terminous Road and the Mokelumne River

- 5E: Repair and Strengthen-in-Place 2.2 Miles of Levee along the Right Bank of Georgiana Slough Between the Cross Levee North of Fertile Acres and the RD 556 Cross Levee

The estimated cost, net reduction in expected annual damages (EAD) to the Isleton study area under existing conditions (without climate change adjustments), and the flood risk reduction payback period in years (excluding interest) associated with select MAs 1, 3, 5, and 6 are summarized below. The estimated cost for the recommended suite of relatively short-term MAs 1 to 5 is estimated at \$163 to \$196 million (M) in 2020 dollars.

[Placeholder for community preferred structural-based management actions]

Of the five MAs, MA 1 provides the largest incremental value to the community of Isleton and the larger study area. With the implementation of this MA, the total net reduction in EAD for the Isleton study area is estimated at \$18.2M under existing conditions, and as high as \$65.2M under future conditions with climate change adjustments. MA 3 also provides significant value to the community of Isleton and the larger study area with an estimated net reduction in EAD of \$5.7M under existing conditions, and as much as \$27M under future conditions with climate change adjustments. Note that while MAs 4 and 5 as standalone measures would not represent a substantial, incremental reduction in EAD within the study area, they would substantially reduce the potential for life loss if a levee breach were to occur along the left bank of the Sacramento River or along the right bank of Georgiana Slough adjacent to the community of Isleton.

Table ES-1: Estimated Costs, Net Reduction in EAD Values, Flood Risk Reduction Payback Periods and Benefit-Cost Ratios for Isleton's Suite of Management Actions Under Existing Conditions.

Management Action (MA)	Estimated Cost ¹	Total Net Reduction in EAD to the Isleton Study Area under Existing Conditions ²	Flood Risk Reduction Payback Period in Years (excluding interest) ³	Benefit-Cost Ratio ⁴
Repair all 5 remaining DWR FSRP Sites in Isleton Project Area: (MAs 1A, 1B, & 1C)	\$5,991,000	\$18,219,000	0.3 year	82
Raise and Repair/Strengthen-in-Place RD 556 Cross Levee Coupled with a Relief Cut along Georgiana Slough (MA 2)	\$7,191,000 - \$7,660,000	N/A	N/A	N/A
All-Weather Flood Fight Access Road for the City of Isleton (MA 3)	\$5,898,000	\$5,762,000	1.0 year	26.4

Management Action (MA)	Estimated Cost ¹	Total Net Reduction in EAD to the Isleton Study Area under Existing Conditions ²	Flood Risk Reduction Payback Period in Years (excluding interest) ³	Benefit-Cost Ratio ⁴
Repair and Strengthen-in-Place up to 10.3 Miles of SPFC Levee along the Left Bank of the Sacramento River (MA 4)	\$66,865,000 - \$70,350,000	N/A	N/A	N/A
Repair and Strengthen-in-Place up to 6.0 Miles of SPFC Levee along the Right Bank of Georgiana Slough (MA 5)	\$76,721,000 - \$106,490,000	N/A	N/A	N/A
Cross Levee System (MA 6B)	\$104,221,000 - \$108,116,000	\$8,873,000	17.8 years	1.5

Notes: ¹ A range of estimated costs (low-high) are generally provided for each MA concurrent with the costs summarized in Table 6-8

² Net Reduction in EAD values are substantially greater under future conditions with climate change adjustments (see Table 6-10)

³ Flood risk reduction payback periods in years are substantially shorter and the benefit-cost ratios are substantially greater under future conditions with climate change adjustments (see Table 6-10)

⁴ Benefit-Cost Ratio assuming a capital recovery factor of 0.037 (n=50 years, r=2.75%)

A key long-term MA (5) contains state-wide multi-benefits by repairing and strengthening-in-place the Georgiana Slough right bank levee within the bounds of the study area. The same geotechnical remedial actions would improve the resiliency and reliability of the same 6.0-mile length of the freshwater conveyance corridor along Georgiana Slough between its confluence with the Mokelumne River to the south and the boundary between BALMD and Reclamation District (RD) 556 to the north. The current river channel and levee system collectively serve as a critical link of the through-Delta water conveyance system that conveys water via the State Water Project (SWP) and the Central Valley Project (CVP) to over 27 million Californians and over 3 million acres of agricultural crops south of the Delta. The noted 6.0-mile stretch of the freshwater conveyance corridor is essential to continued and sustainable freshwater conveyance through the Delta with or without the introduction of a possible dual conveyance facility (tunnels or canal) under consideration by the Delta Conveyance Authority (DCA). The 6.0-mile stretch of SPFC levees along the right bank of Georgiana Slough between the boundary of RD 556 and BALMD and the Mokelumne River represents approximately 24 percent of the non-urban SPFC levees located downstream of the Delta Cross Channel (total of 25 miles) and nearly 10 percent of the total 62 miles of non-urban SPFC levees downstream of Freeport which comprise the freshwater corridor in the North Delta. The multi-benefit of improving both the water conveyance system and the flood control system could gain wide acceptance and cost-sharing opportunities at the regional, state, and federal levels within and south of the Delta. The cost of this multi-benefit element is currently estimated between \$77M and \$106M within the subject study area of Isleton.

Implementation recommendations for the multi-benefit project include the city of Isleton and its neighboring Delta Legacy Communities meeting and working with Regional Flood Management Plan (RFMP) representatives, including Sacramento Area Flood Control Agency, West Sacramento Area Flood Control Agency, the Central Valley Flood Protection Board, and DWR MA 9. There are common interests that suggest implementing levee improvements on a limited number of SPFC levee miles in the North Delta along the Sacramento River in the North Delta will also improve the reliability and resiliency of conveying SWP and CVP water through the entire Delta. The multi-benefit attributes of improving and modernizing the SPFC levee system in tandem with improving conveyance of SWP and CVP water through the Delta should also be presented and shared with the DCA, DWR, the Delta Protection Commission, the Delta Stewardship Council, and the Delta Conservancy.

Non-Structural Flood Risk Reduction Measures

In addition to the key structural-based MAs highlighted above, several non-structural measures were evaluated for their potential to reduce residual flood risk. These non-structural measures can be implemented independent of, or in combination with, the structural-based improvements. This study recommends the following key non-structural measures for implementation, some of which are already in the early stages of implementation:

- Voluntary structural elevation of residential and commercial structures.
- Wet or dry floodproofing residential, commercial, and agricultural structures.
- Improved emergency response for the city of Isleton study area and adjoining RDs in the Lower-Sacramento - North Delta RFMP region.
- Implementation of a community-based flood-risk insurance program specific to the community of Isleton in lieu of or in tandem with the current FEMA NFIP, which is already in progress. In addition to reducing flood insurance rates the program can also be tailored to buy-down risks by establishing and setting aside local cost-share funds to improve and implement flood risk reduction MAs outlined above and non-structural measures outlined herein.
- Updating the Sacramento County Local Hazard Mitigation Plan and formalizing potential relief cut locations within BALMD
- Continued and improved public education and awareness
- Support continued actions to improve and maintain high NFIP Community Rating System (CRS) score for Sacramento County/Isleton
- Continued state support for refinements and Amendments to the NFIP *via* Agricultural Floodplain Ordinance Task Force and H.R. 3167
- Improved governance between BALMD and other regional RDs in the north Delta, and potentially establishing a Homeowners Association or GHAD for establishing a

community-based flood insurance program and reducing flood risks within the community of Isleton.

DRAFT

DRAFT

[This page intentionally left blank]

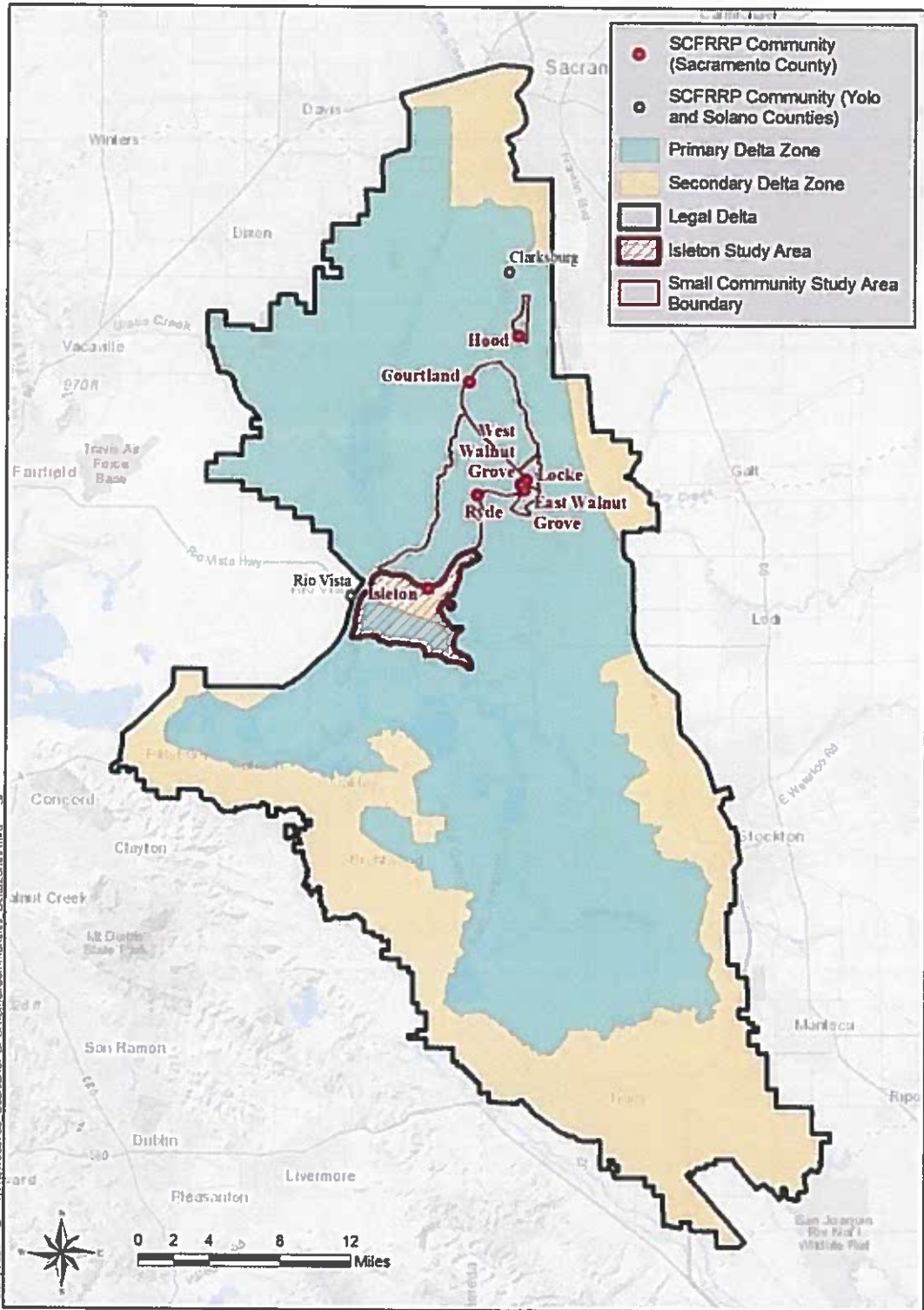


Figure 1-1. Delta Legacy Communities Participating in the DWR Small Communities Flood Risk Reduction Program

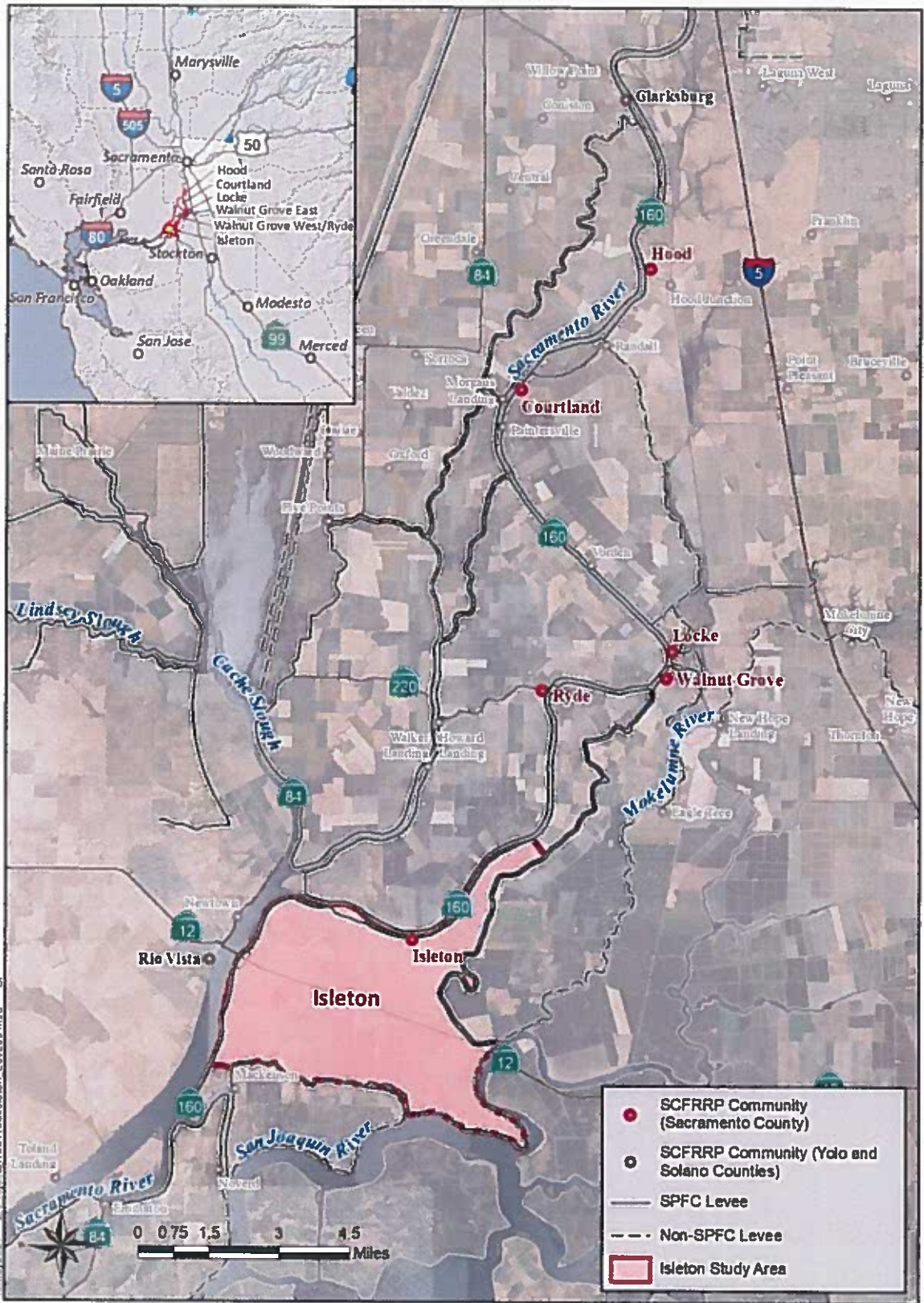
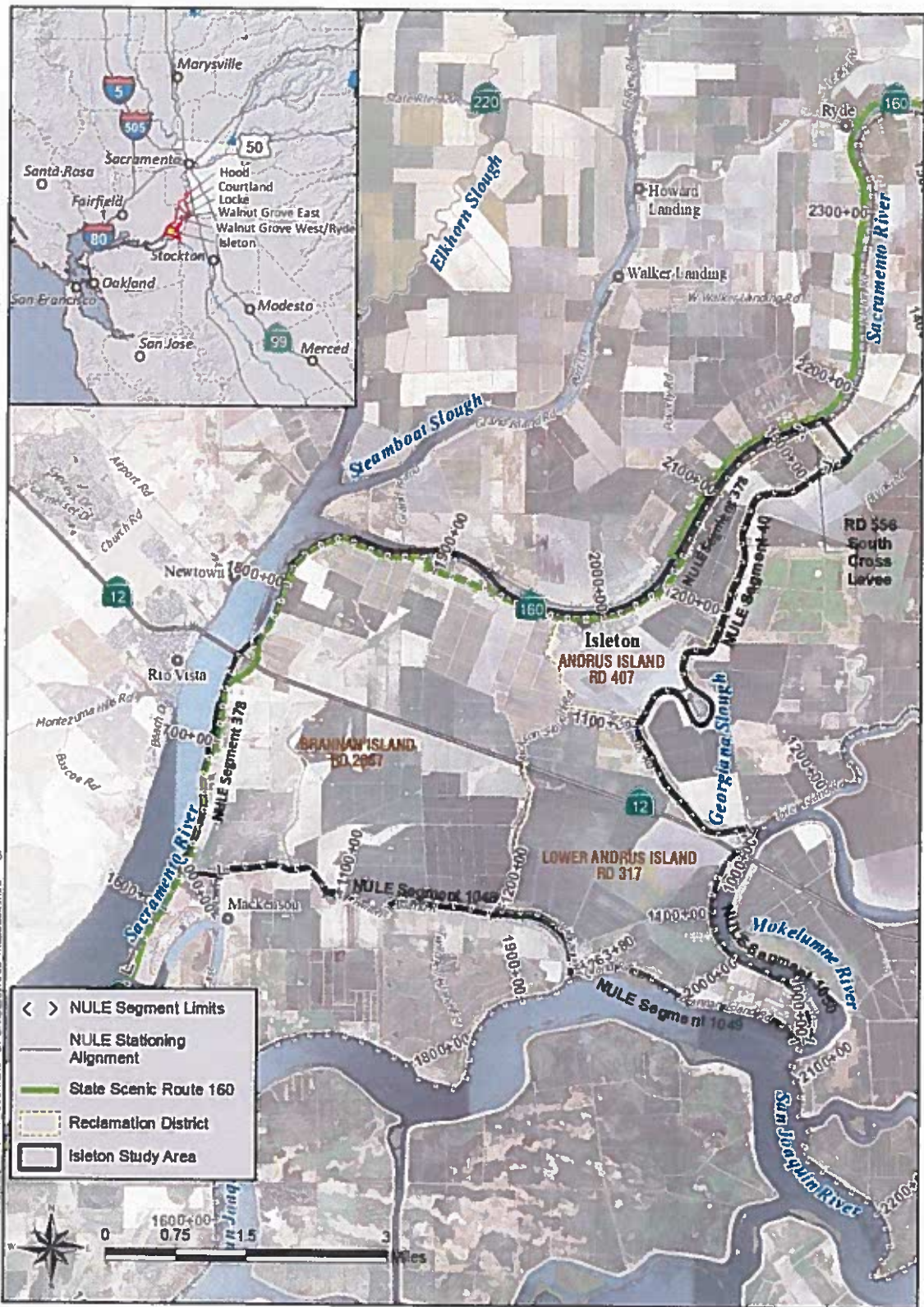


Figure 1-2. Delta Legacy Communities Participating in the SCFRRP.



03 Jun 2021 2:10 PM Project\11800756_Courtland_DFSR\StudyArea_mxd maabook.mxd 51

Figure 1-3. Isleton Study Area.

City of Isleton

City Council Staff Report

DATE: May 10, 2022

ITEM#: 7.C

CATEGORY: Old Business

PROP 68 PER CAPITA GRANT WILSON PARK REHABILITATION (CIP 24-02) PROJECT SCOPE OF WORK; DISCUSSION AND DIRECTION

SUMMARY

The two 2018 Parks Bond Act Per Capita Contracts were approved at the 04/26/2022 Council Meeting for the Wilson Park Rehabilitation CIP 24-02 in the amount of \$178,443.

DISCUSSION

This project includes the following improvements:

1. Signage (Grant information)
2. Parking Lot Rehabilitation
3. Ball Field Rehabilitation
4. Restroom Rehabilitation
5. Install New Lights
6. Park Rehabilitation and New Amenities and Playground Equipment
7. Landscaping & Irrigation
8. Dog Park
 - a. Large Dogs
 - b. Small Dogs
9. Skate Park

An option that has come available to the City is to construct a small skate park. It is proposed to place this skate park at the westerly edge. Staff is presenting this updated scope of work for public review and comment before preparing construction contract. It is planned to present this project scope of work publicly a few times and thence prepare for construction this summer.

FISCAL IMPACT

Total Project Cost Estimate: \$218,443.

Project Resources:

Prop 68 Per Capita	178,443
County Set-aside Funds	40,000
Total Project	\$218,443

RECOMMENDATION

Staff is requesting that Council review and comment on the Wilson Park Rehabilitation Project (CIP 24-02).

ATTACHMENTS

1. Wilson Park Rehabilitation Project (CIP 24-02) Site Plan
2. Estimated Cost Worksheet

Submitted by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk



WILSON PARK REHABILITATION PROJECT (CIP 24-02) ESTIMATED COST SHEET

1 Andrus Circle, Isleton, CA 95641

DRAFT

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
1	Signage				\$800
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
	10' X 1 X 4 Trim	EA	10	\$9.71	\$97
	8' X 1 x 4" Trim	EA	12	\$6.79	\$81
	Nails	Box	1	\$84.98	\$85
	Caulk	EA	1	\$30.98	\$31
	Paint	EA	1	\$155.98	\$156
	Security Screens	EA	2	\$226.89	\$454
	Door Knobs and Deadbolts	EA	1	\$49.97	\$50
	Labor Supervisor	HRS	10	\$36.72	\$367
	Labor 1 Maintenance Work	HRS	16	\$25.42	\$407
	Labor 1 Maintenance Work	HRS	16	\$24.01	\$384
	New Bathroom ADA Amenities	EACH	1	\$2,500.00	\$2,500.00
5	Parking Lot and Park Lighting and Installation				\$10,000.00

DRAFT

WILSON PARK REHABILITATION PROJECT (CIP 24-02) ESTIMATED COST SHEET

1 Andrus Circle, Isleton, CA 95641

DRAFT

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
7	k	Putting Green Grass (Grass and Installation)			\$3,500
	l	Reseeding Park			\$500
	LANDSCAPING				
	a	Irrigation	LS	1	\$1,800.00
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
8	DOG PARKS (A & B)				
		Cyclone Fencing			TBD
		2 ADA Bench			TBD
		2 Pet Water Fountain			TBD
9		Dog Play Amenities			TBD
	SKATE PARK				
		4,000 Skate Park			\$40,000

estimated

DRAFT

City of Isleton

Special City Council
Staff Report

DATE: May 24, 2022

ITEM#: 8.A

CATEGORY: Old Business

CALIFORNIA AMERICAN WATER QUALITY SAMPLING RESULTS AND CALIFORNIA AMERICAN WATER 2021 ANNUAL WATER QUALITY REPORT

SUBJECT

As directed at it's last City Council meeting, the Council requested that complaints about California American Water Service & quality be placed on agenda for discussion.

Included in this report are;

- a) Water Quality Sampling Results.
- b) California American Water 2021 Annual Water Quality Report.

SUMMARY

Audie Foster, Director of Northern Operations for California American Water, is to give a presentation and go over City Council and Citizen's and City concerns regarding the Water Quality Sampling Results and California American Water 2021 Annual Water Quality Report.

RECOMMENDATION

Discussion and information.

ATTACHMENTS

- Water Quality Sampling Results
- California American Water 2021 Annual Water Quality Report

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk _____

Charles Bergson

From: Audie Foster <Audie.Foster@amwater.com>
Sent: Tuesday, May 3, 2022 4:33 PM
To: Charles Bergson
Cc: Todd Brown; Shilpa Singh; Evan J Jacobs
Subject: RE: Water Tests, Isleton
Attachments: Water Quality Sampling Results.xlsx; isleton_2021.pdf; Example of Certified Laboratory for Water Certifications.pdf

Charles,

Attached you will find the twelve months of data as reported to DDW for arsenic. We are currently in the process of completing the reporting for the month of April and can provide you that data next week. I have also attached a copy of our 2021 Consumer Confidence Report (CCR) for the year 2021. Page 12 of this documents shows the average detected amount of 7.4 ppb for the 2021 reporting year. As I discussed with you and Council member Steel we are available to discuss the water quality concerns of the business owner that contacted you. They can reach me directly by using the contact information below. Thank you for providing us with copies of the laboratory results from the customer along with the information of the laboratory. The laboratory that completed the testing, California AG Labs, is a certified cannabis testing laboratory and not certified for potable water testing. The methods and units used to express the results are not compatible to drinking water standards. The method used, ICP-MS Sop-423 is not a method used for water testing. EPA method 200.8 is used for the samples tested by our certified laboratories. A copy of California AG Labs license is copied below. I also attached an example of a Certificate held by a laboratory certified for potable water testing. California American Water has, and continues to meet the state and federal standards for drinking water. Will the customer be reaching out to me directly with concerns?



Department of
Cannabis Control
CALIFORNIA

Department of Cannabis Control
licensing@cannabis.ca.gov, www.cannabis.ca.gov

Cannabis Testing Laboratory License

Business Name:
CERTIFIED AG LABS

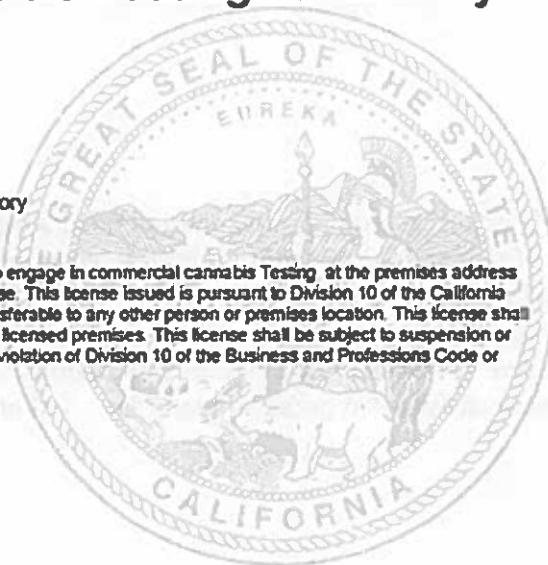
California AG Labs

License Number: C8-0000001-LIC
License Type: Provisional Testing Laboratory

Premises Address:
430 C ST MARYSVILLE, CA
959015705

Valid: 1/7/2020
Expires: 1/6/2023

The license authorizes CERTIFIED AG LABS to engage in commercial cannabis Testing at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professions Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.



Scan to verify this
license.



Audie

S. Audie Foster
Pronouns: he, him, his
Director of Northern Operations
California American Water
4701 Beloit Drive
Sacramento, CA 95838
P: 916-568-4259
C: 916-358-0559

From: Charles Bergson <cbergson@cityofisleton.com>
Sent: Tuesday, May 3, 2022 3:05 PM
To: Audie Foster <Audie.Foster@amwater.com>
Subject: Water Tests, Isleton

EXTERNAL EMAIL: The Actual Sender of this email is cbergson@cityofisleton.com "Think before you click!".

Audie F,

Here are the tests from the firm that has complained about the arsenic levels- per our discussion this morning.

Thank you,
Chuck B

CHARLES BERGSON, P.E.

City of Isleton

City Manager
101 Second Street
Isleton, California 95641

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of American Water Works Company Inc. or its affiliates. The recipient should check this email and any attachments for the presence of viruses. American Water accepts no liability for any damage caused by any virus transmitted by this email. American Water Works Company Inc., 1 Water St. Camden, NJ. 08102
www.amwater.com

Analyte Number	Analyte Name	Sampling Date	Detected Level	Less Than	RL	Counting Error (%)	MCL	DUR	Unit	Qualifier	Lab Sample ID	Lab	ELAP Method
1005 ARSENIC		04-18-2022		6.4	2		10	2	UG/L		22D1015-04	CLS LABS	1233 EPA 200.8
1005 ARSENIC		04-15-2022		6.9	2		10	2	UG/L		22D0936-04	CLS LABS	1233 EPA 200.8
1005 ARSENIC		04-15-2022		6.6	2		10	2	UG/L		22D0937-04	CLS LABS	1233 EPA 200.8
1005 ARSENIC		03-29-2022		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		03-22-2022		6	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		03-16-2022		8	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		03-08-2022		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		03-01-2022		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		02-22-2022		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		02-15-2022		8	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		02-09-2022		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		02-01-2022		6	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		01-25-2022		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		01-18-2022		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		01-11-2022		6	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		01-04-2022		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		12-29-2021		5.4	2		10	2	UG/L		21L1645-01	CLS LABS	1233 EPA 200.8
1005 ARSENIC		12-21-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		12-14-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		12-07-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		11-30-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		11-22-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		11-16-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		11-11-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		11-02-2021		8	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		10-26-2021		4	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		10-19-2021		8	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		10-12-2021		8	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		10-05-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		09-28-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		09-21-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		09-14-2021		6	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		09-07-2021		8	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		08-31-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		08-24-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		08-18-2021		8	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		08-17-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		08-10-2021		7	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		08-04-2021		8	2		10	2	UG/L			AMERICAN WATER CENTRAL LABORATORY	2737 EPA 200.8
1005 ARSENIC		07-27-2021		7	2		10	2	UG/L		362000721072712531	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		07-20-2021		6	2		10	2	UG/L		362000721072011251	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		07-13-2021		8	2		10	2	UG/L		362000721071313304	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		07-06-2021		7	2		10	2	UG/L		362000721070613251	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		06-28-2021		7	2		10	2	UG/L		362000721062811309	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		06-22-2021		8	2		10	2	UG/L		362000721062212041	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		06-15-2021		7	2		10	2	UG/L		362000721061510151	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		06-08-2021		9	2		10	2	UG/L		362000721060809571	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		06-01-2021		10	2		10	2	UG/L		362000721060114171	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		05-25-2021		9	2		10	2	UG/L		362000721052513451	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		05-18-2021		10	2		10	2	UG/L		362000721051810501	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		05-11-2021		8	2		10	2	UG/L		362000721051110451	AMERICAN WATER CENTRAL LABORATORY	2737
1005 ARSENIC		05-04-2021		7	2		10	2	UG/L		362000721050409401	AMERICAN WATER CENTRAL LABORATORY	2737



2021 Annual
**WATER QUALITY
REPORT**

ISLETON
PWS ID: 3410012

**QUALITY. ONE MORE WAY
WE KEEP LIFE FLOWING.**



**CALIFORNIA
AMERICAN WATER**

WE KEEP LIFE FLOWING®

What is a Consumer Confidence Report (CCR)

Once again, we proudly present our Annual Water Quality Report, also referred to as a Consumer Confidence Report (CCR). CCRs let consumers know what contaminants, if any, were detected in their drinking water as well as related potential health effects. CCRs also include details about where your water comes from and how it is treated. Additionally, they educate customers on what it takes to deliver safe drinking water and highlight the need to protect drinking water sources.

We are committed to delivering high quality drinking water service. To that end, we remain vigilant in meeting the challenges of source water protection, water conservation, environmental compliance, sustainability and community education while continuing to serve the needs of all our water users.

This report contains important information about your drinking water. Translate it, or speak with someone who understands it at 1-888-237-1333.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien al 1-888-237-1333.

Ntawm no yog ib co lus qhia tseem ceeb heev txog koj cov dej seb huv npaum li cas. Yog tias koj xav tau kev pab txhais cov lus qhia no, thov hu rau peb ntawm 1-888-237-1333.

這是關於您的水質的十分重要的資訊。如果您需要幫助翻譯此資訊請致電 1-888-237-1333 與我們聯繫。

आपके पानी की गुणवत्ता के बारे में यह बहुत महत्वपूर्ण सूचना है। यदि इस सूचना के अनुवाद के लिए आपको सहायता की जरूरत हो, तो कृपया 1-888-237-1333 पर हमें काल करें।

Это очень важная информация о качестве Вашей воды. Если Вам требуется перевод этой информации, позвоните нам по телефону 1-888-237-1333.

Ito ay isang napakahalagang impormasyon tungkol sa kalidad ng iyong tubig. Kung iyang kailangan ng tulong sa pag-salin ng impormasyon na ito, mangyaring tumawag sa amin sa 1-888-237-1333.

Đây là thông tin rất quan trọng về chất lượng nước của quý vị. Nếu quý vị cần thông dịch thông tin này, xin gọi chúng tôi theo số 1-888-237-1333.

TABLE OF CONTENTS

What is a Consumer Confidence Report	2
A message from our President	3
Mark of Excellence	4
About Your Drinking Water Supply	5
What are the Sources of Contaminants?	6
Protecting Your Drinking Water Supply	7
About Lead	8
Important Information About Your Water	9
• Arsenic	
• PFOA/PFAS	
Water Quality Results	10
Definitions of Terms Used in Document	11
Water Quality Results: Detailed Charts	12-13
About Us	14
Contact Us	15

A message from California American Water's President



KEVIN TILDEN
President
California American Water

Dear California American Water Customer,

Our top priority is providing safe, reliable drinking water to our more than 880,000 people. Most people take their water quality for granted in the United States and expect clean water to be always available.

I believe this expectation is affirmation of the hard work and investment we and other water utilities across the country have made in providing this essential service. I am pleased to share with you our 2021 Consumer Confidence Report. During the COVID-19 public health emergency, California American Water activated its business continuity plans to ensure our ability to provide reliable, high-quality service to our customers.

According to the U.S. Environmental Protection Agency review of current research, the risk to water supplies from COVID - 19 is low.

The USEPA has also relayed that Americans can continue to use and drink water from their tap as usual. California American Water remains committed to the delivery of safe, reliable water. We have rigorous safeguards in place to help provide water to you that meets or surpasses increasingly stringent water quality standards.

Across California, we conducted approximately 650 different tests on more than 25,000 water samples for nearly 3,000 constituents last year. We are proud and pleased to confirm that those tests showed that we met every primary and secondary state and federal water quality standard.

SERVICE: Last year, we invested more than \$85 million in water infrastructure in the California communities we serve. This investment helps maintain the safety and reliability of the facilities and technology needed to draw, treat, and distribute water.

VALUE: While costs to provide water service continue to increase across the country, our investments help us provide high quality water service that remains an exceptional value for such an essential service.

California American Water also offers a variety of Customer Assistance Programs and Conservation services to help our customers. If you have any questions or concerns, you can contact us by phone, email, online at www.californiaamwater.com, or in person at our local Customer Center. Please take the time to review this report as it provides details about the source and quality of your drinking water, using data from water quality testing conducted for your local system between January and December 2021.

Kevin Tilden
California American Water

This report contains important information about your drinking water. Translate it or speak with someone who understands it at (888) 237-1333, Monday-Friday, 7 a.m. to 7 p.m.



ATTENTION: Landlords and Apartment Owners
Please share a copy of this notice with your tenants. It includes important information about their drinking water quality.



**Mark of
Excellence**



EVERY STEP OF THE WAY.

Our team monitors and tests your water at multiple points throughout our process of drawing it from its source, treating it to meet drinking water standards, and distributing it through our pipeline systems. **In fact, American Water performs over one million tests annually for about 100 regulated contaminants, nationwide.**



EXPERTISE. RECOGNIZED AT THE HIGHEST LEVEL.

American Water is an expert in water quality testing, compliance and treatment and has established industry-leading water testing facilities. Our dedicated team of scientists and researchers are committed to finding solutions for water quality challenges and implementing new technologies. American Water is recognized as an industry leader in water quality and works cooperatively with the EPA so that drinking water standards and new regulations produce benefits for customers and public water suppliers. American Water has earned awards from the EPA's Partnership for Safe Water as well as awards for superior water quality from state regulators, industry organizations, individual communities, and government and environmental agencies.



WATER QUALITY. DOWN TO A SCIENCE.

Our team also has access to American Water's Central Laboratory in Belleville, Illinois, which conducts sophisticated drinking water testing and analysis. American Water scientists refine testing procedures, innovate new methods, and set new standards for detecting potentially new contaminants—even before regulations are in place.



MAINTAINING QUALITY FOR FUTURE GENERATIONS.

Just as California American Water is investing in research and testing, we also understand the importance of investing in the infrastructure that provides high-quality water service to you. Last year alone, **we invested more than \$85 million to improve our water and wastewater treatment and pipeline systems.**

About Your Drinking Water Supply

WHERE YOUR WATER COMES FROM

The Isleton water system is served by wells that pump groundwater from the aquifers in Isleton area.

An assessment of the drinking water sources in the Isleton system was completed in February 2003. The sources are considered most vulnerable to the following (although not associated with any detected chemicals): sewer collection systems, automobile gas stations, chemical/petroleum processing/storage, dry cleaners, landfills/dumps, metal plating/finishing/fabricating, underground storage tanks (confirmed leaking tanks) and irrigated crops.

A copy of the completed assessment may be viewed at: California American Water, 4701 Beloit Drive, Sacramento, CA 95838.



QUICK FACTS ABOUT THE ISLETON SYSTEM

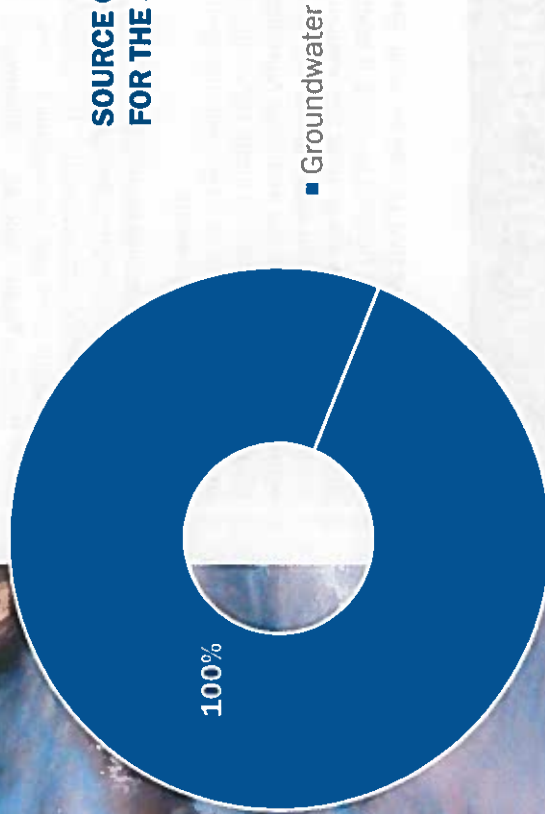
Water source:

Groundwater wells

Disinfection and other treatment:

California American Water uses drinking water treatment technologies to remove naturally occurring arsenic, iron and manganese, and chlorination for disinfection to maintain water quality in the Isleton water system distribution system.

SOURCE OF SUPPLY FOR THE SYSTEM



What are the Sources of Contaminants?

To provide tap water that is safe to drink, EPA and the State Water Resources Control Board prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about

contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, aquifers and/or groundwater. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

SPECIAL HEALTH INFORMATION

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control and Prevention (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

CONTAMINANTS THAT MAY BE PRESENT IN SOURCE WATER INCLUDE:

Microbial Contaminants	such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
Inorganic Contaminants	such as salts and metals, which can be naturally occurring or may result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
Pesticides and Herbicides	which may come from a variety of sources, such as agriculture, urban storm water runoff, and residential uses.
Organic Chemical Contaminants	including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and may also, come from gas stations, urban storm water runoff, and septic systems.
Radioactive Contaminants	which can be naturally occurring or may be the result of oil and gas production and mining activities.

Protecting Your Drinking Water Supply

Protecting drinking water at its source is an important part of the process to treat and deliver high quality water. It takes a community effort to protect our shared water resources. This includes utilities, businesses, residents, government agencies and organizations. Everyone who lives, works, and plays in the area has a role and stake in clean water supplies.

WHAT CAN YOU DO?

Quality drinking water starts upstream. Everyone can help maintain and improve drinking water supplies through the following actions:

- Properly dispose of pharmaceuticals, household chemicals, oils and paints. Materials can impact water ways if poured down the drain, flushed down the toilet, or dumped on the ground.
- Check for leaks from automobiles and heating fuel tanks. Clean up any spills using an absorbent material like cat litter. Sweep up the material and put it in a sealed bag. Check with the local refuse facility for proper disposal.
- Clean up after your pets and limit the use of fertilizers and pesticides.
- Take part in watershed activities.

Report any spills, illegal dumping or suspicious activity to California Governor's Office of Emergency Services (Cal OES) Warning Center here: (800) 852-7550

FOR MORE INFORMATION

To learn more about your water supply and local activities, visit us online at californiaamwater.com or contact the regional Source Water Protection Lead, Victoria Kunda at 916-564-4278.

WHAT ARE WE DOING?

Here are a few of the efforts underway to protect our shared water resources:



Community Involvement: We have a proactive public outreach program to help spread the word and get people involved. This includes school education, contests, and other community activities.



Environmental Grant Program: Each year, we fund projects that improve water resources in our local communities.



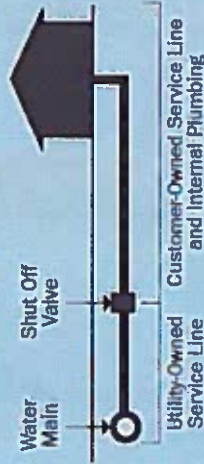
Pharmaceutical Collection: We sponsor drop box locations across the state for residents to safely dispose of unwanted drugs for free. This helps keep pharmaceutical products from entering water supplies.



About Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. American Water is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

UTILITY-OWNED VS. CUSTOMER-OWNED PORTION OF THE SERVICE LINE



Please note: This diagram is a generic representation. Variations may apply.

The most common source of lead in tap water is from the customer's plumbing and their service line.







Our water mains are not made of lead; however, the water service line that carries the water from the water main in the street to your home could be. Homeowners' service lines may be made of lead, copper, galvanized steel or plastic. You can assess your service line material where it enters your home, typically in your basement, crawl space or garage, near the inlet valve.

MINIMIZING YOUR POTENTIAL EXPOSURE

You cannot see, smell or taste lead, and boiling water will not remove lead. Here are steps you can take to reduce your potential exposure if lead exists in your home plumbing.

CHECK YOUR PLUMBING AND SERVICE LINE

If you live in an older home, consider having a licensed plumber check your plumbing for lead. If your service line is made of lead, and you're planning to replace it, be sure to contact us at 1-888-237-1333.

-  **1. Flush your taps.** The longer the water lies dormant in your home's plumbing, the more lead it might contain. If the water in your faucet has gone unused for more than six hours, flush the tap with cold water for 30 seconds to two minutes before drinking or using it to cook. To conserve water, catch the running water and use it to water your plants.
-  **2. Use cold water for drinking and cooking.** Hot water has the potential to contain more lead than cold water. If hot water is needed for cooking, heat cold water on the stove or in the microwave.
-  **3. Routinely remove and clean all faucet aerators.**
-  **4. Look for the "Lead Free" label** when replacing or installing plumbing fixtures.
-  **5. Follow manufacturer's instructions for replacing water filters** in household appliances, such as refrigerators and ice makers, as well as home water treatment units and pitchers. Look for NSF 53 certified filters.
-  **6. Flush after plumbing changes.** Changes to your service line, meter, or interior plumbing may result in sediment, possibly containing lead, in your water supply. Remove the strainers from each faucet and run the water for 3 to 5 minutes.

Important Information About Drinking Water

ARSENIC

While your drinking water meets the federal and state standard for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

PFOA/PFOS Monitoring

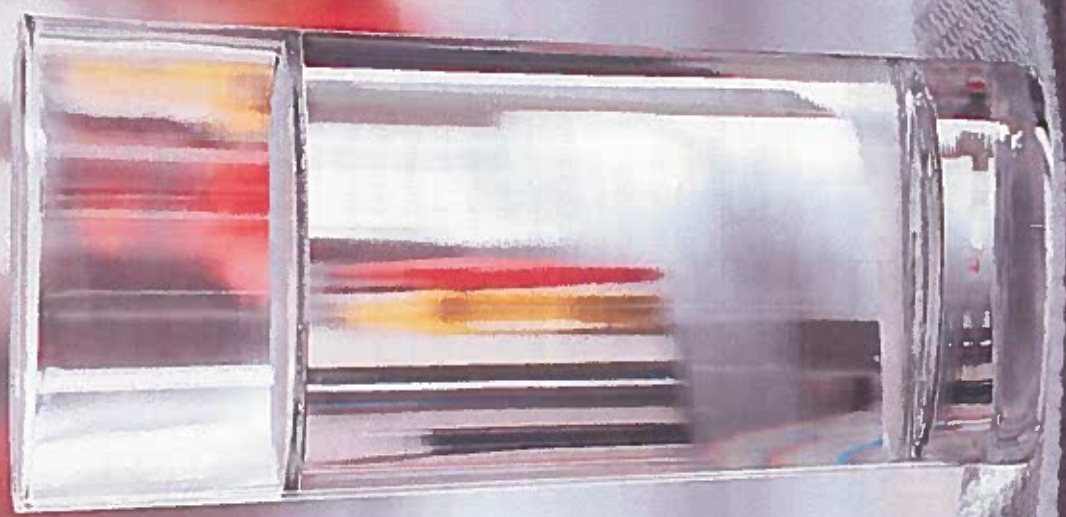
PFAS refers to per- and polyfluoroalkyl substances, a class of man-made chemicals, manufactured for industrial applications and commercial household products such as non-stick cookware, waterproof and stain resistant fabrics and carpets, firefighting foam and cleaning products. The properties that make these chemicals useful in so many of our every-day products also resist breaking down and therefore persist in the environment. Exposure may be from food, food packaging, consumer products, house dust, indoor and outdoor air, drinking water and at workplaces where PFAS are made or used.

In accordance with Orders received from the Division of Drinking Water (DDW) California American Water is sampling designated sources for PFAS constituents. In 2019 DDW established Notification Levels (NLs) at 6.5 ppt for the PFAS constituents perfluorooctanesulfonic acid (PFOS) and 5.1 ppt for perfluorooctanoic acid (PFOA in drinking water). In 2020 DDW established Consumer Confidence Detection Levels (CCDDL) of 4 ppt for both PFOS and PFOA.

The science and regulation of PFAS and other contaminants is always evolving, and California American Water strives to be a leader in research and development. PFAS contamination is one of the most rapidly changing areas in the drinking water field. We have invested in our own independent research, as well as engaging with other experts in the field to understand PFAS occurrence in the environment. We are also actively assessing treatment technologies that can effectively remove PFAS from drinking water, because we believe that investment in research is critically important to addressing this issue.

This is one of the most rapidly changing landscapes in drinking water contamination. We have invested time and effort on our own independent research, as well as engaging with other experts in the field to understand PFAS occurrence, fate and transport in the environment. We are also actively assessing treatment technologies that can effectively remove PFAS from drinking water, because we believe that investment in research is critical for addressing this issue.

Lauren Weirlich
Principal Scientist,
Water Research and Development



Water Quality Results

WATER QUALITY STATEMENT

We are pleased to report that during calendar year 2021, the results of testing of your drinking water complied with all state and federal drinking water requirements.

For your information, we have compiled a list in the table below showing the testing of your drinking water during 2021. The Division of Drinking Water allows us to monitor for some contaminants less than once per year because the concentration of the contaminants does not change frequently. Some of our data, though representative, are more than one year old.



Definition of Terms

These are terms that may appear in your report.

Action Level (AL): The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements, that a water system must follow.

DDW: Division of Drinking Water

Level 1 Assessment: A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

Level 2 Assessment: A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

LRAA: Locational Running Annual Average

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology. Secondary MCLs (SMCL) are set to protect the odor, taste, and appearance of drinking water.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL): The highest level of disinfectant allowed in drinking water. There is

convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

MFL: Million fibers per liter.

micromhos per centimeter ($\mu\text{mhos/cm}$): A measure of electrical conductance.

NA: Not applicable

N/A: No data available

ND: Not detected

Nephelometric Turbidity Units (NTU): Measurement of the clarity, or turbidity, of the water.

Notification Level (NL): The concentration of a contaminant, which, if exceeded, requires notification to DDW and the consumer. Not an enforceable standard.

pH: A measurement of acidity, 7.0 being neutral.

picrocurles per liter (pCl/L): Measurement of the natural rate of disintegration of radioactive contaminants in water (also beta particles).

parts per billion (ppb): One part substance per billion parts water, or micrograms per liter.

parts per million (ppm): One part substance per million parts water, or

milligrams per liter.

parts per trillion (ppt): One part substance per trillion parts water, or nanograms per liter.

Primary Drinking Water Standard (PDWS): MCLs for contaminants that affect health along with their monitoring and reporting requirements and water treatment requirements.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

RAA: Running Annual Average

Secondary Maximum Contaminant Level (SMCL): Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

SWRCB: State Water Resources Control Board

TON: Threshold Odor Number

Total Dissolved Solids (TDS): An overall indicator of the amount of minerals in water.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Variances and Exemptions: State or EPA permission not to meet an MCL or utilize a treatment technique under certain conditions.

%: Percent

MEASUREMENTS

Parts Per Million

1 drop



In a 10 gallon fish tank

Parts Per Billion

1 drop



In a 10,000 gallon swimming pool

Parts Per Trillion

1 drop



In 35 junior size Olympic pools

Water Quality Results

California American Water conducts extensive monitoring to determine if your water meets all water quality standards. The detections of our monitoring are reported in the following tables. While most monitoring was conducted in 2021, certain substances are monitored less than once per year because the levels do not change frequently. For help with interpreting the tables below, see the "Definition of Terms" on the previous page. Some unregulated substances are measured, but maximum contaminant levels have not been established by the government. These contaminants are shown for your information.

NOTE: Regulated contaminants not listed in the following tables were not found in the treated water supply.

LEAD AND COPPER MONITORING PROGRAM - At least 10 tap water samples collected at customers' taps every 3 years								
Substance (with units)	Year Sampled	Compliance Achieved	PHG	Action Level (AL)	90 th Percentile	No. of Homes Sampled	Homes Above Action Level	Typical Source
Lead (ppb)	2021	Yes	0.2	15	0.09	12	0	Corrosion of household plumbing systems.
Copper (ppm)	2021	Yes	0.3	1.3	ND	12	0	Corrosion of household plumbing systems.

DISINFECTION BYPRODUCTS - Collected in the Distribution System

Substance (with units)	Year Sampled	Compliance Achieved	MCLG	MCL	Highest LRAA	Range Low-high	Typical Source
Total Trihalomethanes (THMs) (ppb)	2021	Yes	NA	80	13	9.2 to 13	By-product of drinking water disinfection.
Haloacetic Acids (HAAs) (ppb)	2021	Yes	NA	60	4.1	1.7 to 4.1	By-product of drinking water disinfection.

NOTE: Compliance is based on the running annual average at each location (LRAA). The Highest LRAA reflects the highest average at any location and the Range Detected reflects all samples used to calculate the running annual averages

DISINFECTANTS - Collected in the Distribution System

Substance (with units)	Year Sampled	Compliance Achieved	MRDLG	MRDL	Minimum Chlorine Residual	Compliance Result ¹	Range Detected	Typical Source
Distribution System Chlorine Residual (ppm)	2021	Yes	4	4	0.58	0.88	0.58 to 0.99	Water additive used to control microbes.

1: Data represents the highest monthly average of chlorine residuals measured throughout our distribution system.

PRIMARY REGULATED SUBSTANCES

Substance (with units)	Year Sampled	Compliance Achieved	MCL	PHG (MCLG)	Average Amount Detected	Range Low-high	Typical Source
Arsenic (ppb)	2021	Yes	10	0.004	7.4	2.0 to 12	Erosion of natural deposits; runoff from orchards; Glass, and electronics production wastes
Fluoride (ppm) ²	2021	Yes	2.0	1	0.14	N/A	Erosion of natural deposits; discharge from fertilizer and aluminum factories

2 -Some people who drink water containing fluoride in excess of the federal MCL of 4 mg/L over many years may get bone disease, including pain and tenderness of the bones. Children who drink water containing fluoride in excess of the state MCL of 2 mg/L may get mottled teeth.

SECONDARY REGULATED SUBSTANCES

Substance (with units)	Year Sampled	Compliance Achieved	SMCL ³	Average Amount Detected	Range	Typical Source
Chloride (ppm)	2021	Yes	500	45	43 to 47	Erosion or leaching of natural deposits
Iron (ppb)	2021	Yes	300	ND	ND to 350	Leaching from natural deposits; Industrial wastes
Specific Conductance (umhos/cm)	2021	Yes	1600	600	N/A	Substances that form ions when in water; Seawater influence
Sulfate (ppm)	2021	Yes	500	26	25 to 28	Runoff/leaching from natural deposits; Industrial wastes
Total Dissolved Solids (ppm)	2021	Yes	1000	390	N/A	Runoff/leaching from natural deposits
Turbidity (NTU)	2021	Yes	5	0.14	0.10 to 0.16	Soil runoff

3 - Substances with Secondary MCLs do not have MCLGs; these limits are primarily established to address aesthetic concerns

OTHER SUBSTANCES OF INTEREST

Substance (with units)	Year Sampled	PHG (NL)	Average Amount Detected	Range Low-high	Comments
Total Alkalinity as CaCO3 (ppm)	2021	N/A	215	210 to 220	
Calcium (ppm)	2021	N/A	4.1	4 to 4.2	
Magnesium (ppm)	2021	N/A	2.1	2.0 to 2.1	
pH	2021	N/A	7.8	7.5 to 8.1	
Sodium (ppm)	2021	N/A	138	N/A	"Sodium" refers to the salt present in the water and is generally naturally occurring.
Total Hardness as CaCO3 (ppm)	2021	N/A	19	N/A	"Hardness" is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring
Total Hardness as CaCO3 (grains/gallon)	2021	N/A	1.1	4.3 to 11	
Aggressive Index	2021	N/A	11.4	11.3 to 11.4	
Boron (ppm)	2021	1	1.0	N/A	Based on studies in laboratory animals, the babies of some pregnant women who drink water containing boron in excess of the Notification Level may have an increased risk of developmental effects.



About Us

California American Water, a subsidiary of American Water, provides high-quality and reliable water and/or wastewater services to more than 880,000 people. For more information, visit californiaamwater.com and follow us on Twitter, Facebook, Instagram and YouTube.

With a history dating back to 1886, **American Water** (NYSE:AWK) is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs approximately 6,400 dedicated professionals who provide regulated and regulated-like drinking water and wastewater services to an estimated 14 million people in 25 states. American Water provides safe, clean, affordable and reliable water services to our customers to help keep their lives flowing.



CALIFORNIA AMERICAN WATER FACTS AT A GLANCE

- **COMMUNITIES SERVED**
78 communities in
10 counties
- **PEOPLE SERVED**
Approx. 880,000 people
- **EMPLOYEES**
322
- **SYSTEM DELIVERY**
122 million gallons per day (MGD) of
water is produced and treated
- **MILES OF PIPELINE**
2,280 miles of water pipeline
and 48.5 miles of wastewater pipe
- **STORAGE**
185 water storage facilities

How to Contact Us

If you have any questions about this report, your drinking water, or service, please contact California American Water's Customer Service Center Monday to Friday, 7 a.m. to 7 p.m. at 1-888-237-1333.

WATER INFORMATION SOURCES

California American Water
www.californiaamwater.com

State Water Resources Control Board (State Board),
Division of Drinking Water (DDW):
www.waterboards.ca.gov/drinking_water/programs/index.shtml

United States Environmental Protection Agency (USEPA):
www.epa.gov/safewater

Safe Drinking Water Hotline: (800) 426-4791

Centers for Disease Control and Prevention: www.cdc.gov

American Water Works Association: www.awwa.org

Water Quality Association: www.wqa.org

National Library of Medicine/National Institute of Health:
www.nlm.nih.gov/medlineplus/drinkingwater.html

This report contains important information about your drinking water. Translate it, or speak with someone who understands it at 1-888-237-1333.

This report contains important information about your drinking water. Translate it, or speak with someone who understands it at 1-888-237-1333.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien al 1-888-237-1333.

Ntawm no yog ib co lus qhia tseem ceeb heev txog koj cov dej seb huv npaum li cas. Yog tias koj xav tau kev pab txhais cov lus qhia no, thov hu rau peb ntawm 1-888-237-1333.

這是關於您的水質的十分重要的資訊。如果您需要幫助翻譯此資訊請致電 1-888-237-1333 與我們聯繫。

आपके पानी की गुणवत्ता के बारे में यह बहुत महत्वपूर्ण सूचना है। यदि इस सूचना के अनुवाद के लिए आपको सहायता की जरूरत हो, तो कृपया 1-888-237-1333 र हमें काल करें।
Это очень важная информация о качестве Вашей воды. Если Вам требуется перевод этой информации, позвоните нам по телефону 1-888-237-1333.

Ito ay isang napakahalagang impormasyon tungkol sa kalidad ng iyong tubig. Kung iyong kailangan ng tulong sa pagsalin ng impormasyon na ito, mangyaring tumawag sa amin sa 1-888-237-1333.

Đây là thông tin rất quan trọng về chất lượng nước của quý vị. Nếu quý vị cần thông dịch thông tin này, xin gọi chúng tôi theo số 1-888-237-1333.



City of Isleton

101 Second Street, Isleton, California 95641

CITY MANAGER REPORT

Date: 20 May 2022

To: Mayor & City Councilmembers

From: Charles Bergson, City Manager

Re: City Manager Report for 24 May 2022

Developments – The Del Rio Hotel representatives have retained a property manager and are preparing their response to the City's 15 April inspection report.

The draft shipping container ordinance is being prepared for Council consideration. Also, the City's flood ordinance is being revised to meet the new FEMA standards.

The City has issued a request for applications for the two Planning Commission vacancies.

The year to date financials from July 2021 to March 2022 for the General and the Wastewater fund are attached. The Finance subcommittee is to meet next week to review the draft Fiscal Year 2022-23 budget.

Attached to this report is a draft Investment Policy. The City's accountants have directed that the City adopt an Investment Policy. This will be coming to Council within the next few months.

Also attached is an estimate for the provision of a security system for the City Hall and Fire Station facilities.

Respectfully,

Charles Bergson, P.E.

**General Fund - City of Isleton
Profit & Loss
July 2021 through March 2022**

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	TOTAL
Ordinary Income/Expense										
Income										
470013 - Parking Enforcement	0.00	0.00	57.50	0.00	268.50	107.50	0.00	0.00	0.00	453.50
Charges for Services	938.85	3,719.49	1,027.41	11,931.11	1,861.03	4,587.10	841.12	14,048.12	11,898.11	51,450.34
Fines and Forfeitures	0.00	0.00	0.00	0.00	2,712.27	0.00	-80.32	0.00	0.00	2,631.95
Licenses and Permits	40.00	1,305.00	4,534.42	3,517.53	2,834.82	12,861.28	7,731.75	814.95	3,035.10	36,534.85
Other Revenues	1,865.97	27,373.34	88,190.53	25,114.10	40,935.85	27,741.91	0.00	30,308.15	4,585.00	240,114.85
Taxes and Assessments	28,865.05	91,456.00	40,039.20	51,768.50	94,483.93	87,128.53	91,124.61	75,088.83	22,087.20	562,041.85
Use of Money	0.00	8.13	4.17	4.68	2.73	2.78	20.87	2.41	2.74	48.51
Grant Income - Other	105,273.45	10,500.00	8,708.75	0.00	10,000.00	0.00	2,445.30	32,307.09	70,428.39	237,802.98
8100122 - Returned Check Charges	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0.00	25.00
Total Income	136,983.32	134,421.96	140,561.98	82,335.92	152,843.83	112,429.10	102,083.33	153,187.55	112,038.54	1,138,983.83
Gross Profit	136,983.32	134,421.96	140,561.98	82,335.92	152,843.83	112,429.10	102,083.33	153,187.55	112,038.54	1,138,983.83
Expense										
8100033 - Credit Card Fee	0.00	0.00	0.00	199.78	162.25	134.93	121.09	0.00	0.00	618.05
861	664.88	0.00	0.00	0.00	0.00	201.10	0.00	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	0.00	512.40
8200412 - Parking Enforcement Expense	0.00	0.00	0.00	0.00	3,075.00	2,238.80	1,877.80	1,877.80	1,396.00	10,065.60
8100032 - Bank Service Charges	0.00	0.00	0.00	10.00	0.00	35.00	0.00	142.14	138.94	324.08
Indirect Overhead Expense	0.00	0.00	-780.88	0.00	0.00	0.00	0.00	0.00	0.00	-780.88
09 - Grant Expense	254.80	87.59	9,619.71	8,730.35	638.88	15,361.81	878.72	17,020.91	3,668.44	54,059.19
8220512 - Housekeeping	0.00	0.00	0.00	0.00	0.00	0.00	650.00	650.00	300.00	1,400.00
10 - General Government	40,808.94	63,753.09	41,221.52	31,105.83	38,168.40	56,037.86	47,204.89	33,917.12	80,821.35	412,869.00
20 - Public Safety	30,847.11	32,332.57	24,874.58	24,938.46	27,594.80	77,142.17	53,133.35	58,108.86	31,718.74	360,574.74
30 - Parks & Recreation	500.20	499.72	812.78	874.30	849.87	858.78	874.18	826.34	3,103.45	8,597.67
52 - Public Ways and Facilities	20,575.74	10,108.80	12,223.08	5,859.93	5,868.49	10,248.48	10,710.22	-8,771.14	11,157.04	80,076.74
53 - Community Development	781.05	1,388.03	782.29	1,249.95	438.49	788.15	602.19	552.22	947.93	7,508.30
56 - Non Departmental Expenses	56.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	456.81
66900 - Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
87 - Covid 19	2,091.87	2,032.44	509.82	1,722.88	29.41	327.05	484.33	578.55	1,847.48	9,603.61
831505W - Repairs & Maintenance Sewer	864.00	0.00	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	0.00	11,427.55
Total Expense	97,937.91	120,710.34	69,032.91	72,589.34	78,822.27	183,145.13	118,011.55	107,518.15	115,285.35	959,082.85
Net Ordinary Income	39,045.41	13,711.62	51,529.07	10,746.58	76,121.66	-50,716.03	-13,928.22	45,649.40	-3,258.81	177,900.68
Other Income/Expense										
82200 - Strike Fund - Fire	0.00	0.00	0.00	0.00	36,928.88	0.00	-28,726.55	0.00	0.00	10,202.33
8200112 - 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	2,357.27	17,431.48
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	2,357.27	27,633.81
Other Expense										
Prior Period Adjustment	1,163.19	0.00	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	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	2,357.27	28,470.62
Net Income	39,757.02	16,970.96	52,542.39	21,385.47	115,159.34	-48,825.34	-39,118.89	47,402.89	-901.54	204,371.30

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

July 2021 through March 2022

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 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	0.00	35,422.15
451005W - Sewer - Single Family - City	18,289.05	18,216.05	18,216.05	18,072.05	18,072.06	18,072.06	18,069.56	18,072.06	18,072.06	183,150.00
451015W - 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	10,132.63	90,637.67
451025W - Sewer - Commercial City	7,700.21	7,700.21	7,700.21	7,700.21	7,718.22	7,718.22	8,111.27	8,111.27	8,635.94	71,383.16
451035W - Sewer - Residential Outside City	7,900.01	7,900.01	7,900.01	7,900.01	7,900.01	7,900.01	7,900.01	7,900.01	7,900.01	71,952.19
451045W - 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	2,085.64	18,776.78
8100651 - Grant - State Water Resources	0.00	0.00	3,199.00	0.00	0.00	0.00	0.00	0.00	0.00	3,199.00
8100912 - Returned Check Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	21,973.00
Total Income	45,440.54	46,116.64	49,251.54	45,980.54	45,908.56	81,330.71	48,269.11	48,326.81	85,623.68	472,277.93
Expense										
7000012 - Assess Fees (Tr Distribution)	10,283.18	0.00	0.00	0.00	0.00	11,413.90	0.00	0.00	0.00	21,696.98
710053W - Salaries & Wage - Sewer	7,884.57	11,886.27	7,827.54	8,278.46	8,164.70	6,410.78	5,461.76	6,770.56	9,659.20	72,053.88
721045W - Social Security Cont - Sewer	613.12	948.51	606.00	633.31	624.60	490.43	577.36	654.27	801.53	5,949.13
722005W - Workers' Comp Ins - Sewer 410	415.30	0.00	105.32	2,435.01	3,495.17	874.17	874.17	874.17	874.17	9,847.48
801005W - Postage - Sewer	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
803015W - Recording Fee - Sewer	0.00	0.00	0.00	0.00	0.00	3,416.72	0.00	0.00	0.00	3,416.72
814005W - Mileage SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8170000 - Uniforms	33.39	200.34	333.90	133.56	66.78	100.17	166.95	33.39	537.03	1,965.51
822005W - GAS - Sewer	693.13	585.50	425.15	640.16	819.26	437.81	0.00	585.04	544.01	4,740.06
823035W - WATER - SEWER	475.93	437.60	446.97	423.45	0.00	0.00	0.00	0.00	0.00	1,783.85
826055W - Protective Equip & Suppl Sewer	593.91	428.98	499.27	360.95	362.59	132.68	127.98	151.74	215.34	2,621.40
831005W - Office & Comp Supplies Sewer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,186.00
831115W - Computer Service- SEWER	165.00	268.25	185.00	185.00	185.00	185.00	341.50	0.00	0.00	341.50
831945W - Repairs & Maintenance Sewer	555.18	160.20	0.00	987.34	270.43	0.00	0.00	0.00	380.15	2,359.30
831955W - Lab Testing	90.26	0.00	2,246.00	864.00	2,246.00	1,123.00	1,123.00	22.34	22.34	7,714.60
831955W - Vehicle Repair Sewer	0.00	16.00	0.00	212.45	0.00	305.33	0.00	37.10	0.00	1,693.88
831955W - Vehicle Maint - Sewer	0.00	0.00	0.00	212.45	0.00	3,013.23	0.00	0.00	0.00	3,013.23
836055W - Supplies - Sewer	1,364.06	1,148.01	479.62	243.18	684.54	739.63	0.00	190.82	272.03	5,119.99
8361100 - Equipment REPLACEMENT / REPAIRS	0.00	0.00	0.00	499.08	0.00	0.00	520.00	0.00	0.00	1,019.68
836115W - Equipment - Sewer	0.00	0.00	2,731.09	0.00	0.00	0.00	0.00	0.00	0.00	2,731.09
836405W - Fuel - Sewer	75.65	163.11	163.08	74.42	0.00	148.94	87.00	181.92	0.00	873.40
840055W - Engineering Services Sewer	1,116.65	1,916.00	816.18	660.78	517.45	1,274.61	0.00	0.00	0.00	4,809.66
844005W - Prof Services Sewer	0.00	1,916.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,916.00
844105W - Grant - DWR Small Cmnty Waste W	9,707.27	0,852.11	2,008.33	3,375.10	5,628.00	2,744.44	4,296.66	0.00	7,514.08	42,123.99
845005W - Pest Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,817.49
846205W - Waste Discharge Fee Sewer	2,169.00	1,005.00	2,169.00	1,005.00	0.00	0.00	0.00	1,005.00	0.00	8,356.00
899005W - Misc Exp - Sewer	0.00	0.00	0.00	0.00	0.00	27,109.00	362.97	0.00	346.14	27,818.11
9210051 - Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.00	20.00
921015W - Bank Service Charges - SW	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
Total Expense	35,680.00	27,090.46	30,340.33	21,071.87	23,092.52	59,932.64	14,944.35	10,483.99	39,917.51	262,753.67
Net Ordinary Income	9,560.54	19,026.18	18,911.21	24,908.67	22,816.04	21,398.07	31,354.76	35,842.82	25,706.17	209,524.26
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	0.00	3.23
911005W - Indirect Cost Allocation	-1,229.65	-1,926.71	-1,295.03	-1,336.79	-1,319.39	-1,035.18	-605.86	-1,113.72	-1,569.11	-11,700.46
Total Other Income	-1,229.00	-1,926.06	-1,264.38	-1,336.16	-1,317.74	-1,035.18	-605.86	-1,113.72	-1,569.11	-11,697.23
Other Expense										
801005P - Interest Exp - USDA Sewer Proj	47,650.00	0.00	0.00	0.00	19,620.00	0.00	0.00	48,837.50	0.00	114,107.50
820015W - Transfer Out - Debt Service	0.00	0.00	31.25	0.00	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	48,837.50	0.00	114,138.75
Net Other Income	-49,879.00	-1,926.06	-1,295.63	-1,336.16	-20,937.74	-1,035.18	-605.86	-47,951.22	-1,569.11	-125,635.96
Net Income	-59,318.46	17,100.12	17,615.59	23,572.51	1,878.30	20,362.89	30,448.86	-12,108.50	24,137.06	83,886.28

City of ~~Rio Vista~~, California
Statement of Investment Policy

~~2010-11~~

DRAFT

1.0 Policy:

It is the policy of the ~~City of Rio Vista~~ to invest public funds in a manner which will provide the highest return with the maximum security while meeting the daily cash flow demands of the city and conforming to all state and local statutes governing the investment of public funds.

2.0 Scope:

It is intended that this policy cover all funds and investment activities under the direct authority of the City.

3.0 Prudence:

Investments shall be made with judgment and care--under circumstances then prevailing--which persons of prudence, discretion, and intelligence exercise in the management of financial affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with the written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 Objective:

The primary objectives, in priority order, of the City's investment activities shall be:

4.1 Safety: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that the potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.

4.3 Return on investment: The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 Delegation of Authority:

Authority to manage the City's investment program is derived from Government Code Section 53635. Management responsibility for the investment program is hereby delegated to the City Treasurer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

6.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose to the City Manager any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, and particularly with regard to the time of purchases and sales.

7.0 Strategy

Strategy refers to the plan to manage financial resources in the most advantageous manner.

1. **Economic Forecasts.** Obtain economic forecasts from economists and financial experts through bankers and broker/dealers in order to assist in the formulation of investment plans.
2. **Implementing Investment Strategy.** Execute investment transactions, which conform to current and anticipated cash requirements, interest rate trends, and stated investment strategy.
3. **Rapport.** Maintain a close working relationship with the departments of the City to anticipate and accommodate disbursements of City funds. It is essential for good cash control that such large expenditures be anticipated, estimated as to dollar amount and communicated to the City Manager for liquidity planning purposes.
4. **Preserve Portfolio Value.** Develop yield standards in order to maintain earnings near the market and to preserve the value of the portfolio.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City invests.

8.0 Authorized and Suitable Investments:

The City is empowered by statute to invest in the following types of securities:

1. Local Agency Investment Fund (LAIF). LAIF is managed by the State of California Treasurer's office with total investments from any one individual agency not to exceed \$40 million or the maximum as amended from time to time. No more than fifteen (15) transactions per month per account are allowed by LAIF. A minimum transaction is \$10,000.00. Funds are available on demand.

2. Securities of the U.S. Government. Securities of the U.S. Government include U.S. Treasury Bills, Notes, and Bonds.

U.S. Treasury Bills (T-Bills) are obligations of the U.S. Government with a maturity of one year or less. They are non-interest bearing and sold on a discount basis. The face amount is paid at maturity.

U.S. Treasury Notes are issued by the U.S. Treasury with maturities from two to ten years. They are issued in coupon form and many issues are also available in registered form, Interest is payable at six month intervals until maturity.

U.S. Treasury Bonds are issued by the U.S. treasury with maturities of ten to thirty years.

3. Securities of U.S. Government Agencies. The City may invest funds in debt securities of the following U.S. Government sponsored agencies.

- a. Government National Mortgage Association (Ginnie Mae)
- b. Federal National Mortgage Association (Fannie Mae)
- c. Federal Home Loan Mortgage Corporation (Freddie Macs)
- d. Federal Home Loan Bank

4. Time Certificates of Deposit (TCD). TCDs shall be made only with banks and savings and loan institutions, which are ensured by the FDIC. A standard form Contract for deposit is required for each TCD. Unless collateralized by eligible securities as provided in sections 53651 and 53652 of the California Government Code and allows for liquidation without penalty, the maximum amount of Certificates of Deposit to be placed with any single institution shall be \$100,000.00.

5. Medium Term Notes. These notes have a maximum maturity of five years to be eligible for investment by the City, notes must be rated "A" or better by Standard and Poor's or by Moody's rating services. Purchase of medium term notes may not exceed 30% of the City's surplus funds.

6. Passbook Savings Account Demand Deposits. Savings accounts shall be maintained only with banks and savings and loan institutions, which are insured by the FDIC.

7. Money Market Account. Money Market accounts shall be maintained only with banks and savings and loan institutions, which are ensured by the FDIC.

9.0 Safekeeping and Custody:

All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. A third party custodian designated by the Treasurer and evidenced by safekeeping receipts will hold securities.

10.0 Diversification:

The City will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

11.0 Maximum Maturities:

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. The City will attempt to operate a portfolio with an average life of three years or less. This is to ensure liquidity and the ability to move with changing markets and interest rate movements.

No investments shall be made with maturities greater than five (5) years without specific Council approval not less than three (3) months prior to the investment. At no point will investments with maturities greater than five (5) years exceed 10% of the portfolio value.

12.0 Internal Control:

The Finance Department is responsible for establishing and maintaining an internal control structure designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City of Rio Vista. Controls deemed most important include: clear delegation of authority to subordinate staff members, separation of transaction authority from accounting and record keeping, supervisory control of employee actions, written confirmation of all transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, custodial safekeeping, avoidance of bearer-form securities, specific limitations regarding securities losses and remedial actions, proper review and approval of brokerage accounts and investment transactions, and control of collusion.

An external auditor will perform an annual independent audit. In performing the annual fiscal audit, the auditors consider the City's internal control structure to determine the scope of the audit procedures for the purpose of rendering an opinion on the financial statements. While their purpose is not to provide assurances on the internal control structure, they do advise on matters that come to their attention and describe them in a separate memorandum. This consideration of the City's internal control structure will not necessarily disclose all weaknesses in the internal control structure; however it does provide a measure of assurance regarding the adequacy of the controls.

13.0 Performance Standards:

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs.

13.1 Market Yield (Benchmark): The City's investment strategy is passive. Passive investment portfolio management generally indicates that the Treasurer will purchase an instrument and hold it through maturity, and then reinvest the monies. Although the City's investment strategy is passive, this will not restrict the Treasurer from evaluating when sale or switching of an investment instrument is prudent prior to maturity. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be the comparative yields from the Local Agency Investment Fund (LAIF).

14.0 Reporting:

Quarterly, the Treasurer will issue a report for Council's review of the City's current investment portfolio, detailing securities, purchase and maturity dates, and face and market values.

15.0 Investment Planning Committee:

An investment planning and review committee shall be formed consisting of the City Treasurer, the City Manager, ~~the City Finance Director,~~ and two City Councilpersons to be appointed by the Mayor with Council approval. The City Treasurer shall chair the committee. ~~The purpose of the committee shall be to forecast the City's potential surplus funds available for investment and to review and suggest appropriate areas of investment to the City Treasurer. The committee shall meet semi annually. The City Treasurer can call for special committee meetings if deemed necessary. Minutes of Investment Planning Committee shall be filed with the City Council~~ The City Treasurer shall prepare the minutes of the Investment Committee meeting and shall file the minutes with the City Clerk.

16.0 Investment Policy Adoption:

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed on an annual basis by the City Council and approve any modifications made to the policy.

Adopted by Council: February 18, 2010

DRAFT

The following information is for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase it. The information is provided for your information only and does not constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase it.

The information is provided for your information only and does not constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase it.

The information is provided for your information only and does not constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase it.

The information is provided for your information only and does not constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase it.

The information is provided for your information only and does not constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase it.

The information is provided for your information only and does not constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase it.

Jose Antonio Albor

1701 Galvez Ave
Modesto CA 95355
centuryav@gmail.com

ESTIMATE

EST0060

DATE

Feb 7, 2022

TOTAL

USD \$2,839.92

DESCRIPTION	RATE	QTY	AMOUNT
ProHD 4K Dome Outdoor Security Camera, 4K (8-Megapixel), Analog Camera, 164ft Night Vision, IP67 Weatherproof Housing, 2.8mm Lens, 110° Wide Angle, Built-in Microphone, White (AMC4KDM28-W)	\$189.99	6	\$1,139.94
Amcrest 4K UltraHD 8 Channel AI DVR Security Camera System Recorder, 8MP Security DVR for Analog Security Cameras & Amcrest IP Cameras, AI Smart DVR, HDD	\$399.99	1	\$399.99
Western Digital 4TB WD Purple Surveillance Internal Hard Drive - 5400 RPM Class, SATA 6 Gb/s, , 64 MB Cache, 3.5" - WD40PURZ	\$99.99	1	\$99.99
Cabling, Installing, Programing, Cat6 and Misc Parts	\$1,200.00	1	\$1,200.00
TOTAL			USD \$2,839.92

