

City of Isleton

City Council Staff Report

DATE: May 10, 2022

ITEM#: 4.A

CATEGORY: Communications

CITY COUNCIL COMMUNICATIONS

SUMMARY

City has received the following communications:

- A. Water Sampling, California American Water.
- B. Signage, Highways 160 and 12.

FISCAL IMPACT

None


RECOMMENDATION

Information only.

ATTACHMENT

- Water Sampling, California American Water.
- Signage, Highways 160 and 12.

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



Charles Bergson

From: Audie Foster <Audie.Foster@amwater.com>
Sent: Tuesday, May 03, 2022 16:33
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

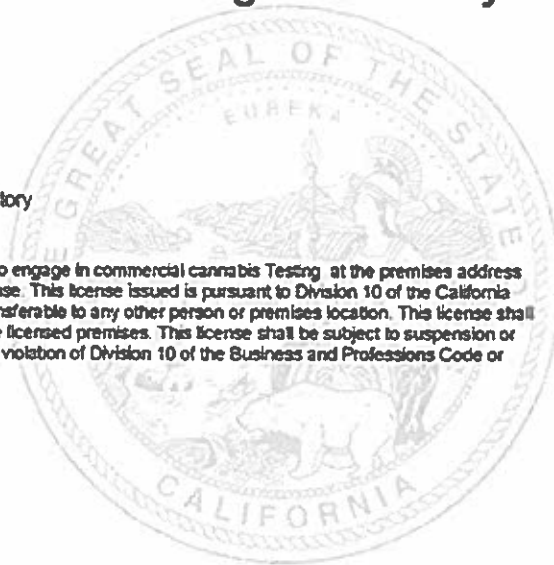
California AG Labs

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

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www.amwater.com

Charles Bergson

From: isletonchamber@frontier.com
Sent: Wednesday, May 04, 2022 14:04
To: Sue Tipp; Ruby Fowler; Cindy Burnett; Mandy Elder; Jean Yokotobi
Cc: Chuck Bergson
Subject: Signage

I just spoke with Kristen Pringle Environmental Planner for the Delta Protection Commission. They would like to work with us on some wayfinding signs and interpretative signs. They just received a grant from Caltrans for signage. Our plan would be to work with her on the 160 and 12 signs so we are both on the same page. She also would like to put up some interpretative signs in historic Isleton and has information on the message board in Clay and Lil's property as a spot. That would be a perfect spot which is the entrance to historic Main Street. I also told her about Manny's sign and also the sample of the sign Sue brought to the chamber yesterday. Chuck she did say she called you and maybe do a presentation at the City Council meeting. She will also do a presentation at the chamber board meeting. Jean

City of Isleton

City Council
Staff Report

DATE: May 10, 2022

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF APRIL 26, 2022

SUMMARY

A. Review of the Regular City Council Meetings of April 26, 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 April 26, 2022.

ATTACHMENTS

- Minutes of April 26, 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, April 26, 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=cWdVNkN5aHUxcjVwRGR1M1BpajcwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order – Mayor Eric Pene called to order at 6:30 pm
- B. Pledge of Allegiance
- C. Swearing in of Oath – Vice-Mayor Bulahan swore in councilmember Kelly Hutson
- D. Roll Call
Present: Councilmembers Kelly Hutson, Paul Steele, Iva Walton, Vice-Mayor Bulahan and via zoom Mayor Eric Pene

2. AGENDA CHANGES OR DELETIONS

Items 8A and 8B moved before Consent Calendar

3. PUBLIC COMMENT

Dean Dockery spoke about Sunday 4/24/22 alleged shooting incident and showed City Manager, Councilmembers and Vice-Mayor a video regarding the shooting incident. Mr. Dockery requested to put cameras, meet with City Manager to discuss how to improve the situation. Shawna Pelligrini (resident behind Hotel Del Rio) Alarming and frustrated regarding the shootings. Chaz if CC is interested it will cost 1 qtr million dollars for security, that is what he pays.

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.

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.

4. COMMUNICATION

A. Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine.

B. 2 Planning Commissioner's letter of Resignation.

ACTION: Information only.

5. CONSENT CALENDAR

A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of April 12, 2022.

RECOMMENDATION: City Council review and approve draft minutes of the Regular City Council meeting of April 12, 2022.

ACTION: Councilmember Iva Walton motioned to approve. Mayor Eric Pene 2nd motion. **AYES:** Councilmember Paul Steele, Iva Walton, Vice-Mayor Pam Bulahan and Eric Pene. **NOES:** None **ABSTAIN:** Kelly Hutson (not at previous meetings) **ABSENT:** None

6. PUBLIC HEARING

A. **SUBJECT:** None.

7. OLD BUSINESS

A. **SUBJECT:** TJKM Presentation, Local Road Safety Plan (LRSP); Report Presentation Adoption.

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RECOMMENDATION: Staff recommends City Council adopt the City of Isleton Local Road Safety Plan Report February 2022.

No public comment.

ACTION: Paul made 1st motion to approve with “inlay lighting at crosswalks on Main Street”. Iva Walton 2nd motion. **AYES:** Councilmember Kelly Hutson, Paul Steele, Iva Walton, Vice-Mayor Pam Bulahan and Eric Pene. **NOES:** None **ABSTAIN:** None **ABSENT:** None

- B. SUBJECT:** Resolution No. 15-22, a Resolution of the City Council of the City of Isleton approves Grant Agreement #C4133066 Project #1186 with California Parks and Recreation Division of Boating and Waterways for Isleton Boat Launch Facility.

RECOMMENDATION: Staff recommends that Council approve Department of Boating and Waterways contract agreement for the Isleton Boat Launching Facility.

Public Comment: Michelle Burke: Asked old boat launch owner. CM spoke with owner and was told no. Shawna Pelligrini: Mr. Olson passed away. Requested security included. Dean Dockery: Supports grant as the area is a resource for City and business. Would like to find support to maintain dock too. Charles Smith: Supports the grant also, there are a lot of boaters.

ACTION: Paul 1st motion to approve. Iva Walton 2nd to approve. **AYES:** Councilmember Kelly Hutson, Paul Steele, Iva Walton, Vice-Mayor Pam Bulahan and Eric Pene. **NOES:** None **ABSTAIN:** None **ABSENT:** None

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

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Public comments: Shawna Pellegrini: Calwaste does not comply with SB1383 organic waste. Ruby Fowler: Get compliant and move forward. Dean Dockery: Tax payers will pay/be compliant.

ACTION: Paul Steele 1st motion to accept. Pam Bulahan 2nd motion to approve. **AYES:** Councilmember Kelly Hutson, Paul Steele Vice-Mayor Pam Bulahan and Eric Pene. **NOES:** Iva Walton **ABSTAIN:** None **ABSENT:** None

D. SUBJECT: California Department of Parks and Recreation's Office of Grants and Location Services (OGALS) Prop 68 Per Capita Program Contract.

RECOMMENDATION: Staff is recommending that City Council approve 2018 Parks Bond Act Per Capita Contract Number C9802229 and Contract Number C9801522.

Public Comment: Charles Smith: Supports grant as it provides outlet for the children is great.

ACTION: Iva Walton 1st motion to approve contracts. Pam Bulahan 2nd motion to approve contracts. Councilmember Kelly Hutson, Paul Steele, Iva Walton, Vice-Mayor Pam Bulahan and Eric Pene. **NOES:** None **ABSTAIN:** None **ABSENT:** None

E. SUBJECT: City Council Resolution No. 13-22, adopting a list of Projects for Fiscal Year 2022-2023 Funded by SB1: The Road Repair and Accountability Act of 2017

RECOMMENDATION: City Council approve Resolution No. 13-22, adopting a List of Projects for Fiscal Year 2022-2023, Funded by SB1 the Road Repair and Accountability Act of 2017.

Public Comment: None

ACTION: Iva Walton 1st motion to approve Resolution No 13-22 with adding speed bump at F & Main Streets. Pam Bulahan 2nd motion. Councilmember Kelly Hutson, Paul Steele, Iva Walton, Vice-Mayor Pam Bulahan and Eric Pene. **NOES:** None **ABSTAIN:** None **ABSENT:** None

F. SUBJECT: City of Isleton Retirement 401K Plan for City of Isleton Employees

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RECOMMENDATION: Staff is providing information on a 401K retirement plan for City staff.

Public Comment: Charles Smith: Agrees to award 401k

Notes: Information only.

8. NEW BUSINESS

A. **SUBJECT:** Annual Progress Reports 2018-21. General Plan Housing Element.

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

No Public Comment.

ACTION: Councilmember Paul motioned to approve progress reports. Vice-Mayor Pam Bulahan 2nd the motion. **AYES:** Councilmember Kelly Hutson, Paul Steele, Iva Walton, Vice-Mayor Pam Bulahan and Eric Pene. **NOES:** None **ABSTAIN:** None **ABSENT:** None

B. **SUBJECT:** 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.

Public Comment: Shawna Pelligrini suggested timebound contracts. Michelle Burke questioned why lower taxes. Charles Smith: Isleton is higher than Santa Rosa which is zero. Mendota is \$8/sq. ft with zero taxes. Isleton is fair from Sacramento taxes. Owners are limited on tax write-offs.

ACTION: Gary is still working on terms and requests to continue on next meeting. Councilmember Iva Walton motioned to table for next meeting. Councilmember Paul Steele 2nd motion. **AYES:** Councilmember Kelly Hutson, Paul Steele, Iva Walton,

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Vice-Mayor Pam Bulahan and Eric Pene. NOES: None ABSTAIN: None ABSENT: None

C. SUBJECT: 40 Andrus Circle, Isleton, California 95641.

RECOMMENDATION: Staff recommends the Council direct this property to comply with City zoning and building code within 45 days.

Public Comment: Dean Dockery: wrote letter mid March and waited until May 1st. This issue has been ongoing with extension. Structure w/o permits. She can apply for hardships.

Notes: Eric Pene suggested not to be so hard on her. Unfortunate losing husband. Lot is clean.

ACTION: Kelly Hutson 1st motion to pull power and owner needs to submit building permits by June 1st. **AYES:** Councilmember Kelly Hutson, Paul Steele, Iva Walton, Vice-Mayor Pam Bulahan and Eric Pene. **NOES:** None **ABSTAIN:** None **ABSENT:** None

9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson: None
- B. Councilmember Paul Steele: None for Delta Protection: SPAM festival made enough to donate \$500 to purchase athletic equipment for school.
- C. Councilmember Iva Walton: None
- D. Vice Mayor Pamela Bulahan: Attended SACOG Board meeting.
- E. Mayor Eric Pene: Requesting close session to discuss law enforcement problem at Hotel Del Rio.

10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report –
- B. Fire Chief Report – None

Public Comment: Shawna Pelligrini: made comment that it seems that it is communication is more transparent regarding Andrus Circle instead of Hotel Del Rio.

11. CLOSED SESSION

- A. None.

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12. ADJOURNMENT 8:31pm

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, Eric Pene

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

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City of Isleton

City Council
Staff Report

DATE: May 10, 2022

ITEM#: 5.B

CATEGORY: Consent Calendar

ORDINANCE 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; 2ND READING

SUMMARY

Resolution 2022-001 was adopted on October 12, 2021 to affirm an exemption from the requirements of mandatory organics collection services associated with SB 1383. The California Climate Pollutant Reduction law, Senate Bill 1383 is to reduce disposal of organic wastes in landfills, including edible foods. This Bill also is to reduce greenhouse gas emissions.

The City is exempt from the food collection requirements; however other components of SB 1383 are still applicable to the City beyond the solid waste arena. The State is requiring all agencies comply with implementing a food recovery program. To that end various City and County departments are moving forward with steps to be in compliance with the non-exempt components of the law that fall in their area of responsibility, including:

- Edible Food Recovery Program (exempted: Stores & restaurants are below minimum population size for requirements in the City of Isleton).
- CalGreen Building Standards and Model Water Efficient Landscaping Ordinance (Community Development)
- Recycled Paper Product Procurement (Administration)
- Records maintenance and submittal of reports to CalRecycle (Public Works/Compliance)

DISCUSSION

The Department of Resources Recycling and Recovery (CalRecycle) requires the Cities to adopt an Ordinance to be in compliance with the non-exempt components of the law that fall in their area of responsibility.

CalRecycle administers a program to provide opportunities for the support of new and expanded edible food recovery and food waste prevention projects (food recovered for people or source reduction) in California. Projects must reduce the amount of food being disposed in landfills, thereby helping to achieve the state's short-lived climate pollutant goals.

CalRecycle estimates Isleton is eligible for an estimated \$20,000 funds to implement and maintain the program. Note the City has received an exemption from the residential requirements. Also, the stores and restaurants in Isleton are exempt from the Edible Food Recovery Program as they are below minimum size for requirements. Staff is requesting City Council adopt Ordinance 2022-001 to comply with the other listed SB 1383 non-exempt components and to maintain eligibility for future grant funds.

FISCAL IMPACT

The City will receive \$20,000 to implement, regulate, inspect and maintain an Edible Food Recovery Program.

State of California		Department of Resources Recycling and Recovery	
SB 1383 Local Assistance Grant Program FY 2021-22 - Funding Estimates			
Jurisdiction Name	Estimated Funding Amount		
Sacramento			
Citrus Heights	\$		116,192
Elk Grove	\$		234,644
Folsom	\$		108,968
Galt	\$		35,275
Isleton	\$		20,000
Rancho Cordova	\$		105,504
Sacramento	\$		677,363
Sacramento County	\$		775,495

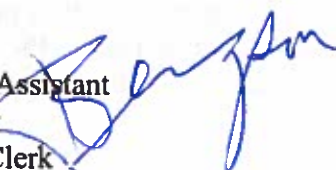
RECOMMENDATION

Staff is recommending that the City Council adopt Ordinance 2022-001 compliance with mandatory Senate Bill 1383 and to receive funding for the Edible Food Recovery Program and any future grant funds.

ATTACHMENTS

1. Ordinance 2022-001 An Ordinance of the City Council of the City of Isleton Compliance with Mandatory SB 1383 Non-Exempt Components Edible Food Program Requirements, CalGreen Recycling and Reporting Requirements
2. Calrecycle Jurisdiction Food Recovery Programs

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



ORDINANCE 2022-01

**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**

WHEREAS, the City of ISLETON, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets, and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, and

WHEREAS, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

**THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA, DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. Chapter 5.04 of the of the ISLETON Municipal Code:

Definitions

For the purposes of this Chapter, the following words, terms, phrases, and their derivations have the meanings given herein. Terms defined elsewhere in Title 7 shall have the same meanings herein unless expressly defined in this Chapter. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

- A. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities (and others).
- B. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Article are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- C. "City Enforcement Official" means the city manager, or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing the ordinance.
- D. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.
- E. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 7-1B-1(OOO) and 7-1B-1(PPP) of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- F. "Compliance Review" means a review of records by the City to determine compliance with this Chapter.
- G. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

- H. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Article, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- I. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- J. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- K. "C&D" means construction and demolition debris.
- L. "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Article as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- M. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).
- N. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- O. "Enforcement Action" means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- P. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City
and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in

Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, electronic waste, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

- Q. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- R. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- S. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- T. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
- a) A food bank as defined in Section 113783 of the Health and Safety Code;
 - b) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and
 - c) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

- U. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- V. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, fats, oils, grease, and eggshells.
- W. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- X. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- Y. "Food Waste" means Food Scraps.
- Z. "Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. The body and lid of the 'Gray Container' is black in color for 35, 64, or 95-gallon residential and commercial Solid Waste carts. The body of the 'Gray Container' is blue in color and the lid of the container is black in color for commercial 2, 3, 4, and 6 cubic yard Solid Waste bins.
- (AA) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (BB) "Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (CC) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.
- (DD) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse

track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

- (EE) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (FF) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (GG) "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.
- (HH) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (II) "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
1. Federal facilities located within the boundaries of the City, including the ISLETON Post Office building.
 2. State agencies located within the boundaries of the City, including all Public school locations.
- (JJ) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (KK) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (LL) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (MM) "Organic Waste" means Solid Wastes containing material originated from living

organisms and their metabolic waste products, including but not limited.

- (NN) "Organic Waste Generator" means a person or entity that is responsible for the initial Creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (OO) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (PP) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (QQ) "Prohibited Container Contaminants" means the following: (a) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (b) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (c) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (d) Excluded Waste placed in any container.
- (RR) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (SS) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (TT) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (WW) "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.
- (XX) "Regional or County Agency Enforcement Official" means a regional or county agency enforcement official, designated by the City with responsibility for enforcing the ordinance in conjunction or consultation with City Enforcement Official.
- (YY) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (ZZ) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical

Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

(AAA) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7 and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(BBB) "SB 1383 Eligible Mulch" means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Produced at one of the following facilities:

(a) A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);

(b) A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,

(c) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3, as enforced by Section 6-3-708(a).

(CCC) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(DDD) "State" means the State of California.

(EEE) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(FFF) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

(GGG) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

(HHH) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

Requirements for Commercial Edible Food Generators

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 7-1 B-5 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with, Food Recovery Organizations or Food Recovery Services for: (a) the collection of Edible Food for Food Recovery; or, (b) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (1) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (2) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (3) The established frequency that food will be collected or self-hauled.
 - (4) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. No later than March 31st of each year, commencing no later than February 1, 2023 for Tier One Commercial Edible Food Generators and February 1, 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information:
 - (a) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

- (b) The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (c) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
- (d) Nothing in this Article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Requirements for Food Recovery Organizations and Services

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. No later than March 31st of each year, commencing March 31, 2023 Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

1. Food Recovery Capacity Planning

- (a) Food Recovery Services and Food Recovery Organizations: In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

Requirements for Haulers and Facility Operators

A. Requirements for Haulers

1. Exclusive franchised hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (a) Through written notice to the City annually on or before March 15TH identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
 - (b) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (c) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, this Article, and City's C&D ordinance.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

Procurement Requirements for City Departments, Direct Service Providers, and Vendors

A. Direct Service Providers of landscaping maintenance, renovation, and construction shall:

1. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
2. Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to City, upon completion of projects. Information to be provided shall include:
 - (a) Through written notice to the City annually on or before March 15TH identify the facilities to which they will transport Organic Waste including
 - (b) General description of how and where the product was used and if applicable, applied;
 - (c) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;

- (d) Type of product;
- (e) (d) Quantity of each product, and
- (f) Invoice or other record demonstrating purchase or procurement.

A. All vendors providing Paper Products and Printing and Writing Paper shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 10% of the total cost for non-recycled items.
2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
5. Provide records to the City's Recovered Organic Waste Product procurement recordkeeping staff, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 6-3-708(b)(3) and 6-3-708(b)(4) of this Article for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

Compliance with CALGreen Recycling Requirements

- A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of

CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

- B. Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.
- C. For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:
 - 1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 - 2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City's franchise waste hauler, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 - 3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's C&D regulations, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

Model Water Efficient Landscaping Ordinance Requirements

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new Single-Family, Multi-Family, public, institutional, or Commercial project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section.

The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this Chapter.

Property owners or their building or landscape designers that meet the threshold for MWELO

compliance outlined in 6-3-710(a) above shall:

1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - (a) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - (b) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (c) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 2. The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in this Section shall consult the full MWELO for all requirements.
- B. If, after the adoption of this Article, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires the City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23CCR, Division 2, Chapter 2.7 shall be enforced.

Inspections and Investigations by City

- A. City representatives and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Article by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.
- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and

investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Article described herein. Failure to provide or arrange for: (a) access to an entity's premises; or (b) access to records for any Inspection or investigation is a violation of this Article and may result in penalties described.

- C. Any records obtained by a City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Article, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Enforcement

- A. Violation of any provision of this Article shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines set forth in Title 1, Chapter 4 through Chapter 4 B are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- C. Responsible Entity for Enforcement
 - 1. Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official, which may be the city manager, the development services director, or their designated entity, legal counsel, or combination thereof.
 - 2. Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the City, in consultation with City Enforcement Official.
 - (a) City Enforcement Official(s) and Regional or County Agency Enforcement Official will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(b) City Enforcement Official(s) and Regional or County Agency Enforcement Official may issue Notices of Violation(s).

D. Process for Enforcement

1. City Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 7-1B-12 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's Administrative Citation ordinance in Title 1, Chapter 4 through Chapter 4B.
5. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.
6. Penalty Amounts for Types of Violations Consistent with Section 1-4-5, the penalty levels are as follows:
 - (a) For a first violation, the amount of the base penalty shall be \$100 per violation.
 - (b) For a second violation, the amount of the base penalty shall be \$200 per violation.
 - (c) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

7. Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 7-1B-13 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- Delays in obtaining discretionary permits or other government agency

approvals; or,

- Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

E. Appeals Process

Consistent with Section 1-4A-30 through 1-4A-48, persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

F. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City or its Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Article and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

G. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Article, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 7-1B-13, as needed.

Effective Date

This Chapter shall be effective 30 days from the date of passage.

SECTION 2. Chapter 5.04 adding Compliance with CalGreen Recycling Requirements Persons applying for a permit from the City for new construction and building additions and alternations shall also comply with the requirements of Section 7-1B-10 (Compliance with CALGreen Recycling Requirements) found in Chapter 1B (Organic Waste Disposal Reduction) of Title 7 (Health and Sanitation)."

SECTION 3. Chapter 5.04 the Isleton Municipal Code is hereby amended to add Section Compost and Mulch Use Requirements.

Property owners or their building or landscape designers, including anyone requiring a building

or planning permit, plan check, or landscape design review from the City, who are constructing a new Single-Family, Multi-Family, public, institutional, or Commercial project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet shall comply with the requirements of Section 7-1B-11 (Model Water Efficient Landscaping Ordinance Requirements) found in Chapter 1B (Organic Waste Disposal Reduction) of Title 7 (Health and Sanitation)."

SECTION 4. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect and be in force thirty (30) days after its passage.

SECTION 7. Publication. The Deputy City Clerk shall certify to the adoption of this Ordinance and shall post or publish this Ordinance as required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of ISLETON this ____ day of _____, 2021, by the following vote:

Ayes:
Noes:
Absent:
Obstain:

Eric Pene, Mayor

ATTEST:

Yvonne Zepeda, Deputy City Clerk

City of Isleton

City Council
Staff Report

DATE: May 10, 2022

ITEM#: 7.A

CATEGORY: Old Business

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

SUMMARY

The public hearing and this item was continued for further consideration to this meeting, with an amended development agreement. Details of the revised terms of the agreement will be presented in more details at the meeting. Attached is the amended agreement. Everything else regarding this project, including the subject conditional use permit, remain the same as recommended by staff at the April 26, meeting.

RECOMMENDATION

1. Adopt City Council Resolution 14-22 approving Conditional Use Permit Application CUP 01-22 (Attachment B); and
2. Conduct First Reading in title only of Ordinance 2022-004 approving Development Agreement DA 2022-01 (Attachment C).
3. Direct Staff to place this item for second reading of ordinance for the next regular meeting of the City Council for May 24, 2022.

ATTACHMENTS

- A. April 26, 2022, City Council Staff Report
- B. City Council Resolution 2022-14-22 Approving Use Permit CUP 01-22
- C. Ordinance 2022-004 Adopting Development Agreement DA 2022-01 (as amended to May 10, 2022)
- D. Planning Commission Staff Report
- E. Planning Commission Resolution PC 01-22
- F. Applicants Response to Planning Commissioner Comments

Submitted by: Charles Bergson, City Manager



City of Isleton

City Council
Staff Report

DATE: April 26, 2022

ITEM#: 7.A

CATEGORY: New Business

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

SUMMARY

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

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

DISCUSSION

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

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

Planning Commission Review: The Planning Commission reviewed the planning applications on April 6, 2022, and continued due to lack of some information in the staff report. The

Commission, then, at the continued public hearing on April 13, 2022, adopted Resolution PC 01-22, recommending that the City Council approve the planning applications. Attachment C consists to the entire Planning Commission staff report for both the Conditional Use Permit and Development Agreement which provides a more complete project description and analysis of the project. Attachment D consist of the Resolution of the Planning Commission. Specific comments made by various commissioners included the impact the project could have on nearby residents, such as lighting glare from new exterior lighting, parking and traffic impacts. Attachment E includes a statement from the applicant addressing some of these concerns.

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

FISCAL IMPACT

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

RECOMMENDATION

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

Attachment B

RESOLUTION 14-22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conditions of Approval for Conditional Use Permit CUP 01-22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Isleton this 10th day of May, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Eric Pena, Mayor

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, City Clerk

Andreas Booher, City Attorney

Attachment C
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 scheduled for public hearing at the City Council's regular meeting on April 26, 2022, and then continued to the City Council's regular meeting of May 10, 2022.

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Isleton this 10th 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 April 26, 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-subsidiary controlled group of corporations or other related legal entities as defined by 26 U.S.C. 1563(a)(1) or otherwise, or between or among the units of a brother-sister controlled group of corporations or other related legal entities as defined by 26 U.S.C. 1563(a)(2) or otherwise, whereby no Gross Receipts are generated or exchanged, directly or indirectly, pursuant to the interorganizational sales or transfers, discounted or otherwise.

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

- 1.16.** "Commercial Property" means that certain real property located at 402 Jackson Blvd, in the City of Isleton, County of Sacramento. A legal description of the Commercial Property is contained in Exhibit B.
- 1.17.** "Law" means the case law, ordinances, statutes, rules, regulations, or any order, decree or directive of any court or any local, regional, state or federal government agency, unless the context suggests a different meaning.
- 1.18.** "Municipal Code" means the Municipal Code of the City of Isleton. As of May 1, 2018, the Isleton Municipal Code is in the process of being codified. Until such time as the City Council adopts the codified version of the Municipal Code, the draft Municipal Code, which is a compilation of the City's adopted ordinances shall be used as reference to the City's laws.
- 1.19.** "Planning Commission" means the City of Isleton Planning Commission.
- 1.20.** "Project" means the physical improvement and use of the Property as a cannabis manufacturing facility. The "Project" is further defined in Exhibit A to this Agreement, and supplemented by the provisions of this Agreement and the Public Safety and Security Plan.

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

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

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

8. **Development of the Project.**

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

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

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

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

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

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

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

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

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

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

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

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

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

10.1.2. Reporting of Gross Receipts from Operations.

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

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

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

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

10.2. Public Safety and Security.

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

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

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

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

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

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

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

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

12. Annual Review of Agreement.

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

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

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

13. Default.

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

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

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

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

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

14. **Insurance and Indemnity.**

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

14.2. **Insurance.**

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

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

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

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

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

15.1. **Assignment.**

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

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

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

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

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

16. **Miscellaneous.**

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

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

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

with copies to:

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

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

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

Citrus Heights, CA 95621
(916) 390-2982

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

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

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

(Signatures on Next Page)

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

"CITY"

CITY OF ISLETON,
Municipal corporation

By: _____

Name: [Eric Pene]

Its: Mayor

Dated: [date]

"DEVELOPER"

WTO Essentials, Inc.

By: _____

Name: _____

Its: _____

Dated: [date]

ATTEST:

Yvonne Zepeda, City Clerk

APPROVED AS TO FORM:

Andreas Booher, City Attorney

List of Exhibits:

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

Exhibit A

Project Description

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

Exhibit 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.

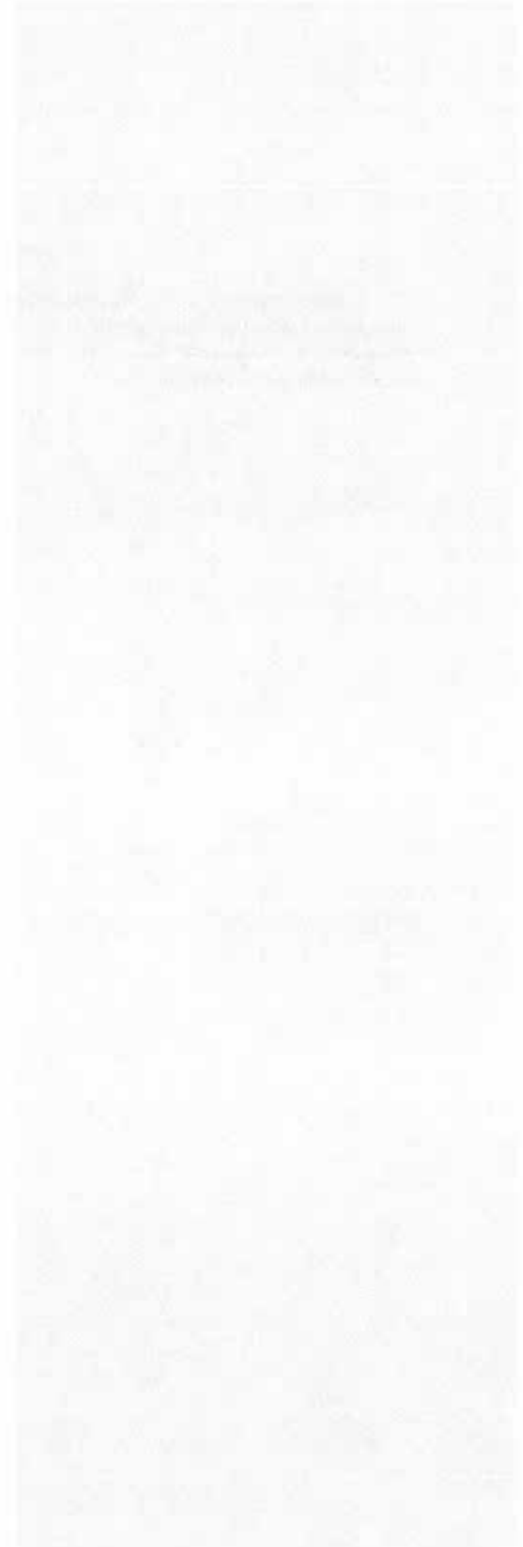
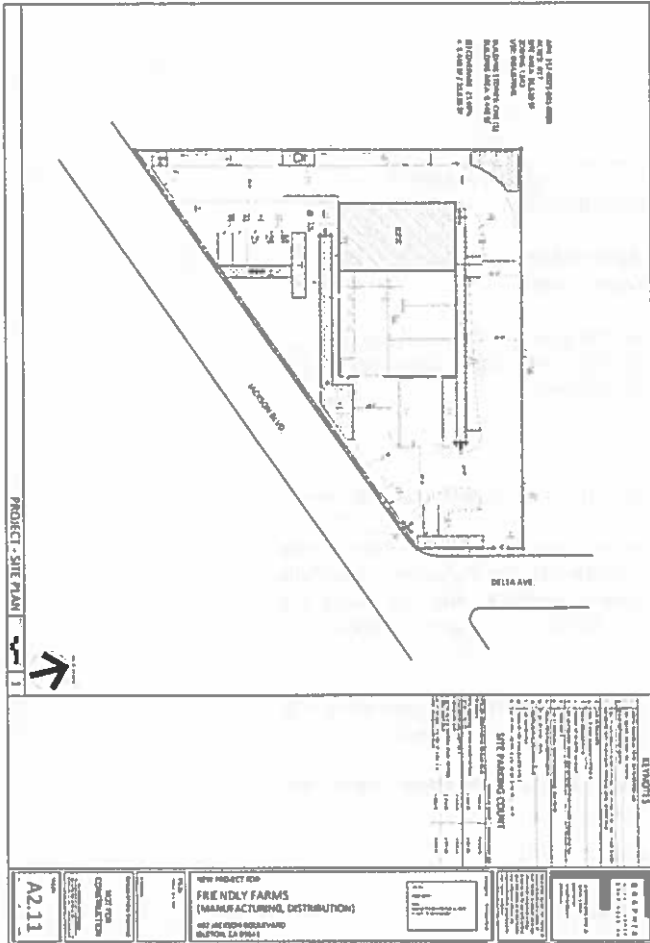


Exhibit D

Exhibit C

Site Plan Showing Location of the Facility and the Property



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[Add Assignee Address]

Attn: _____

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

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

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

RECITALS

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

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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



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

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

"CITY" "DEVELOPER"

"ASSIGNEE"

WTO Essentials, Inc.

By: _____

By: _____

Name: Charles Smith _____

Name: _____

Its: _____

Its: _____

Dated: [date]

Dated: [date]

Exhibits:

A - Legal Description of the Property

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

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

Acknowledgment

State of California)
County of Sacramento)

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

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

Witness my hand and official seal.

_____, Notary Public

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

Acknowledgment

State of California)
County of Sacramento)

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

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

Witness my hand and official seal.

_____, Notary Public

Exhibit A to Assignment and Assumption Agreement

LEGAL DESCRIPTION OF THE PROPERTY

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

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

Exhibit A to Assignment and Assumption Agreement

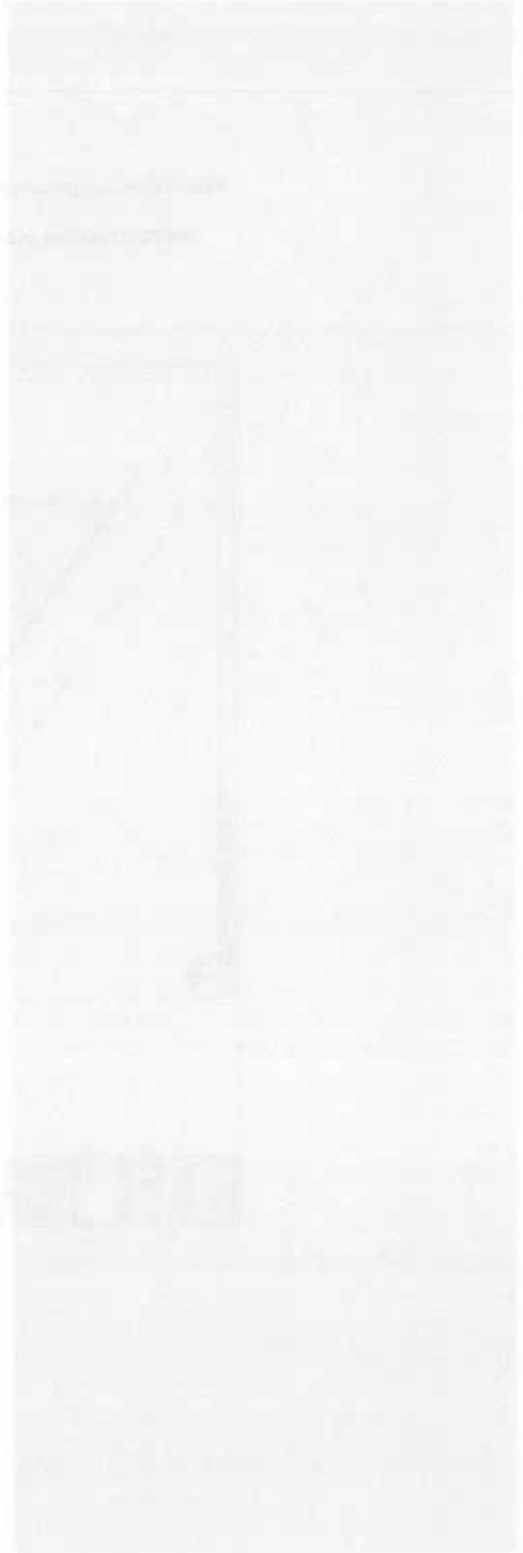


Exhibit A to Assignment and Assumption Agreement (continued)

Site Plan Showing Location of the Facility and the Property

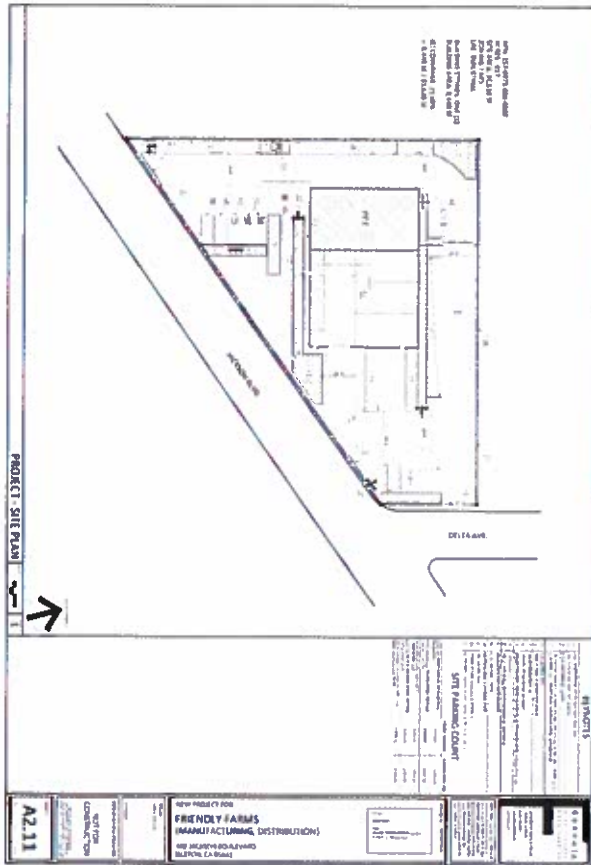


Exhibit E

Memorandum of Development Agreement



Recording Requested by and

When Recorded Return to:

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

No recording fee required pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF DEVELOPMENT AGREEMENT
[developer's name]

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

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

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

[See Exhibit A]

"CITY"

CITY OF ISLETON,
a municipal corporation

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

"DEVELOPER"

WTO Essentials, Inc.

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

"OWNER"

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

Exhibit E

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

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

Acknowledgment

State of California)
County of Sacramento)

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

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

Witness my hand and official seal.

_____, Notary Public

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

Acknowledgment

State of California)
County of Sacramento)

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

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

Witness my hand and official seal.

_____, Notary Public

Exhibit A to Memorandum of Agreement

Legal Description

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

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

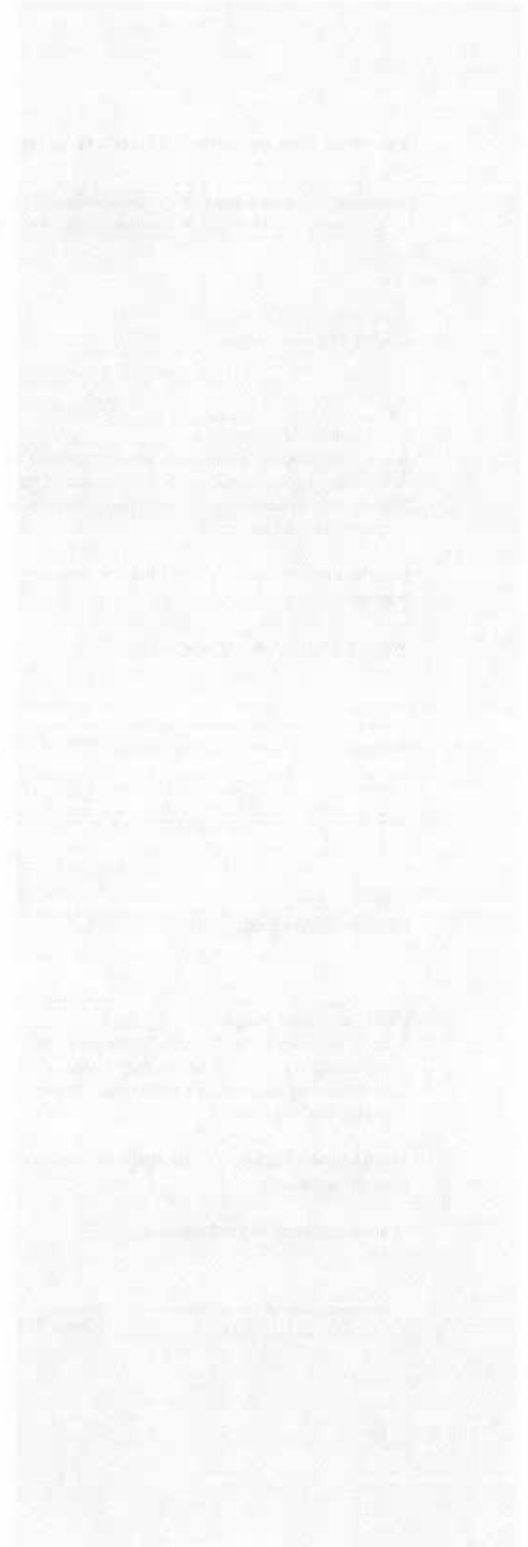
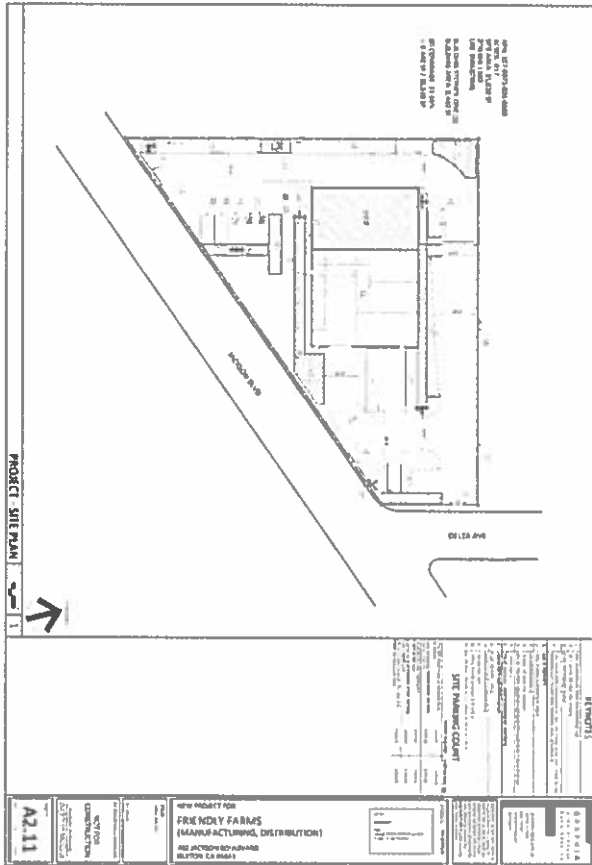


Exhibit A to Memorandum of Agreement (continued)



DEVELOPMENT AGREEMENT TO BE ADDED HERE

**Attachment D
Planning Commission Staff Report Package**

City of Isleton

DATE: April 13, 2022

**Planning Commission
Staff Report**

ITEM#:

CATEGORY: New Business

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

CONTINUED REVIEW

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

BACKGROUND

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

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

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

PROJECT SITE SETTING

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

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

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

CANNABIS REGULATIONS

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

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

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

ENVIRONMENTAL REVIEW

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

LAND USE COMPATIBILITY AND ZONING CODE COMPLIANCE

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

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

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

DESIGN REVIEW

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

DEVELOPMENT AGREEMENT

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

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

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

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

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

PUBLIC COMMENTS

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

FINDINGS AND CONDITIONS

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

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

RECOMMENDATION

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

ATTACHMENTS:

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

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

Approved by Planning Commission on April 13, 2022

BACKGROUND

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

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

EXISTING OPERATION

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

SHARED MANAGEMENT

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

PROPERTY OWNER RELATIONSHIP

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

HOURS OF OPERATION (WTO)

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

NOISE CONTROL

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

EXTERIOR LIGHTING DESIGN AND MAINTENANCE

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

DESCRIPTION OF ON-SITE MACHINERY (WTO)

- Odor control System, UV Ultra Violet Ozone 8 Units UVONAIR CD -1200 X 20 Units, 18-to 48" Inch collection HVAC upper wall fans, pull out air flow inside vent exhaust fans
- HVAC Systems, 12 GMP Mini split AC/Heat units
- Security Systems Cameras, Surveillance compliant 120-day backup system with 24-hour battery backup and 72 Camera's, walkie talkies, WIFI system, monitors
- Generator 120/208V 3 Phase NG (Natural Gas 45KW Generac/Zoro/Stand by Generator
- 2 Fork lifts- cat v18-188
- Extraction Equipment, 2 Extraction Booths – CID1 labs custom booth; 2 Extractors- CID1 Labs custom closed loop (certified); LP Recovery Pump - Master Vapor Pump - MVP; Purging Oven - Across International - Vacuum Oven 7.5 Cu Ft; 40Purging Ovens – 10 Across International - Vacuum Oven 1.9 Cu Ft; Oven Vacuum/Pump- Atlas Copco - GVD 28; 4 Air Compressor- Central Pneumatic - 125 psi; 4 Freezers – Mr. Winter 20x20; Water Heater, 2 Icon hash washers

EXTRACTION PROCESS

Butane closed loop extraction

Mechanical Separation (hash production with ice and water)

CANNABIS PRODUCTS PRODUCED

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

DESCRIPTION OF STORED CHEMICALS

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

ODOR CONTROL

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

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

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

SECURITY PLAN

Intrusion Detection System

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

Access Control System

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

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

Electronic Video Surveillance

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

ACCESS CONTROL SYSTEM DESCRIPTION

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

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

CREDENTIALS AND ACCESS LEVELS

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

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

ACCESS CONTROL BADGING SYSTEM

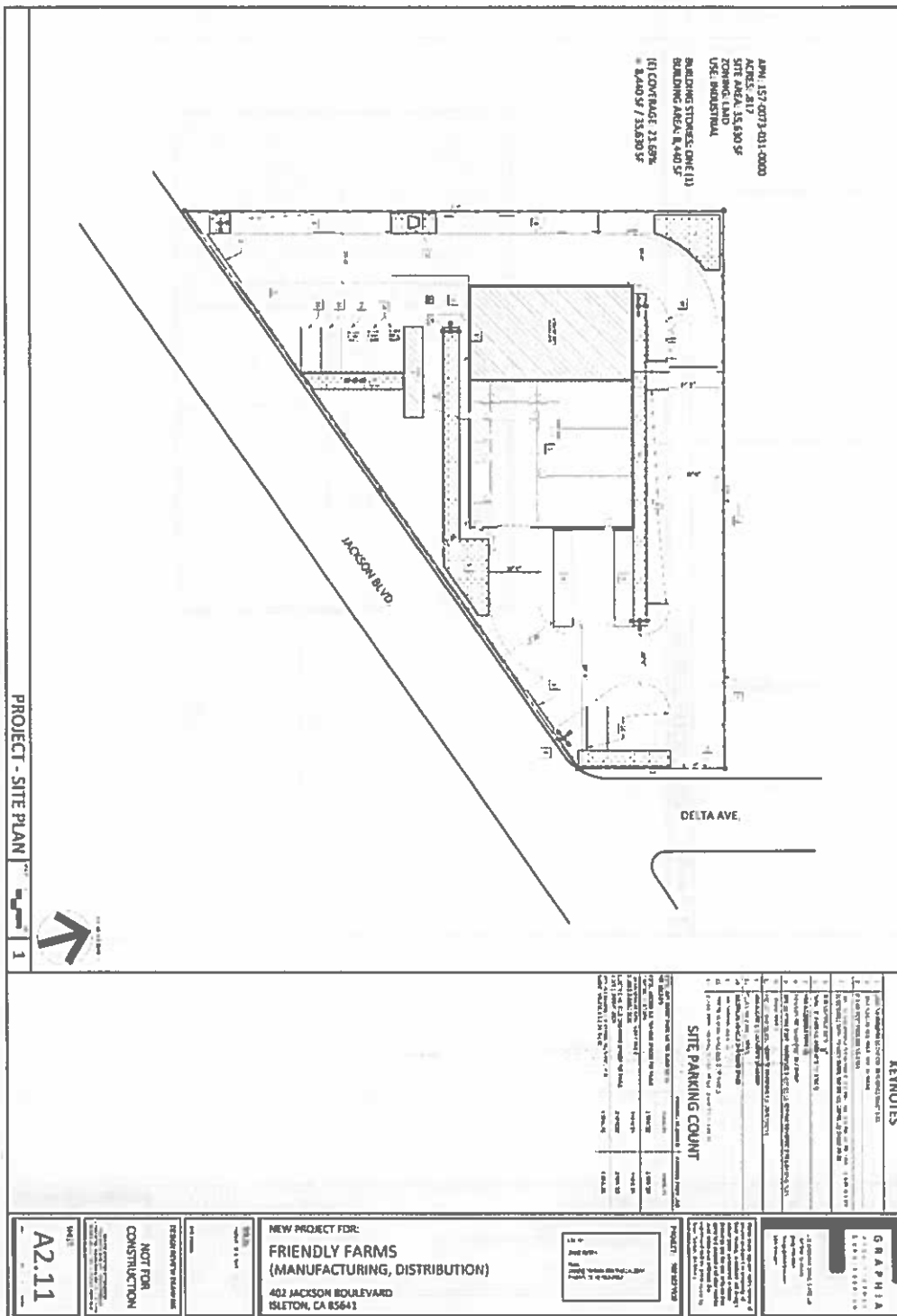
Security personnel issuing badges shall be equipped with a badge printer. Each employee will have their picture taken behind a yellow back drop. Each badge will require a unique template created for the premises. Credentials shall not be handed out without the proper badge template and portrait of the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

INTRUSION DETECTION SYSTEM

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

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

PROJECT IMPROVEMENT PLANS



KEYNOTES

1. Verify all dimensions and setbacks.
2. Verify all easements and encroachments.
3. Verify all utility lines and structures.
4. Verify all existing and proposed structures.
5. Verify all existing and proposed parking spaces.
6. Verify all existing and proposed loading docks.
7. Verify all existing and proposed truck courts.
8. Verify all existing and proposed site improvements.
9. Verify all existing and proposed site conditions.
10. Verify all existing and proposed site boundaries.

SITE PARKING COUNT

Category	Count	Notes
Handicapped	2	1.5% of total
Light	10	7% of total
Medium	10	7% of total
Heavy	10	7% of total
Total	32	

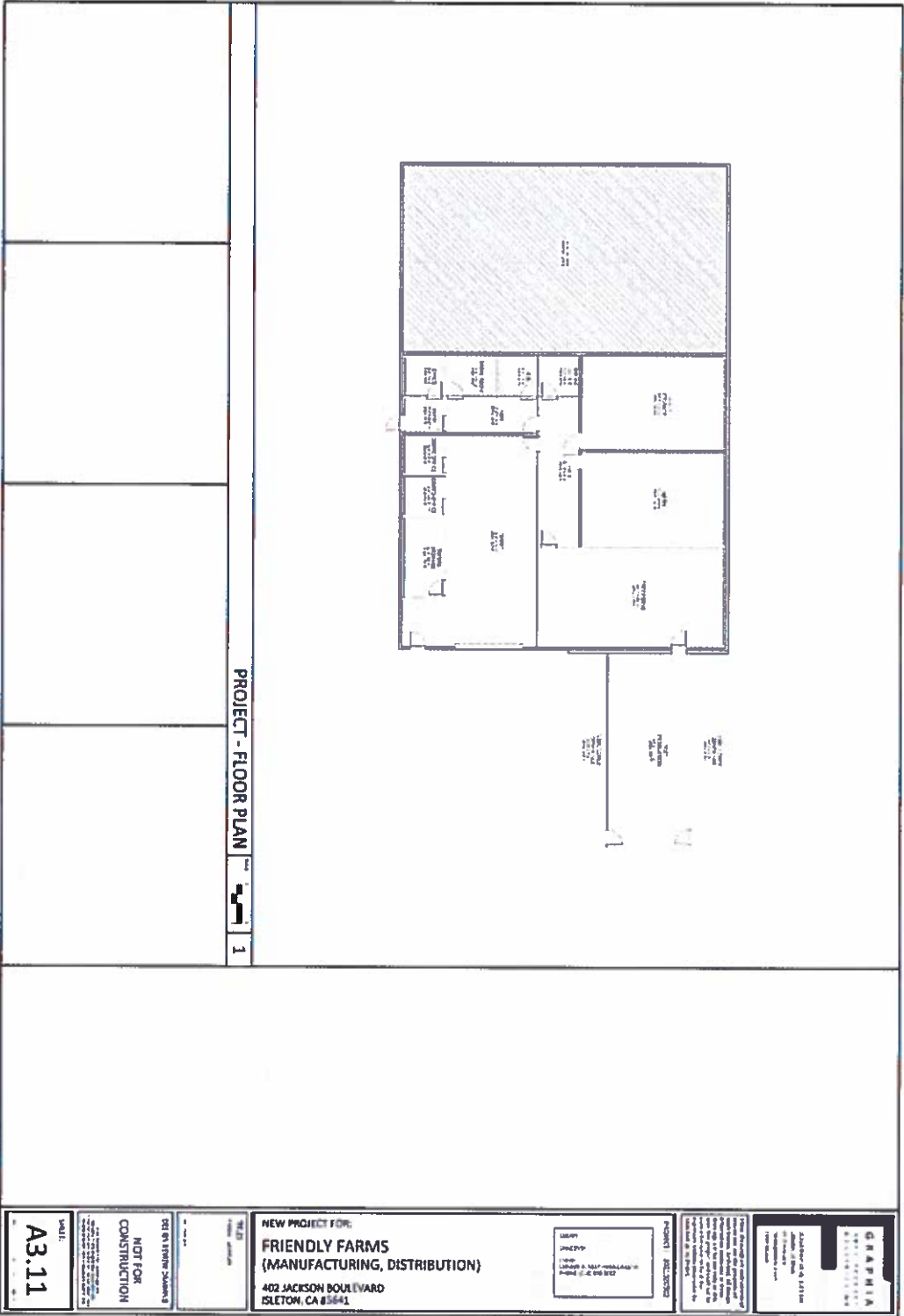
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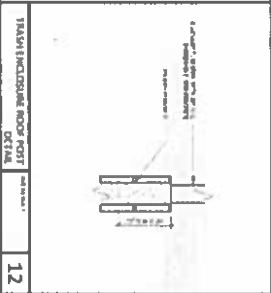
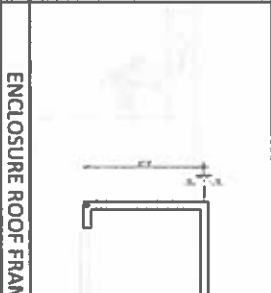
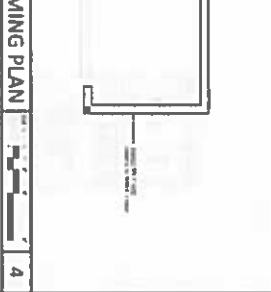

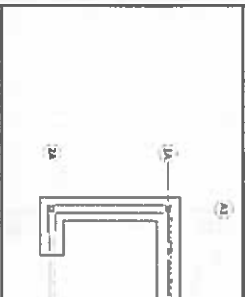
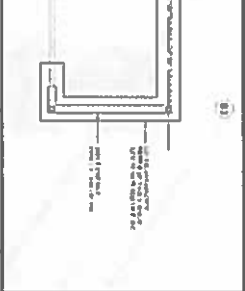
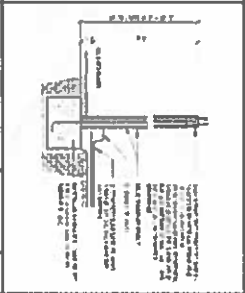
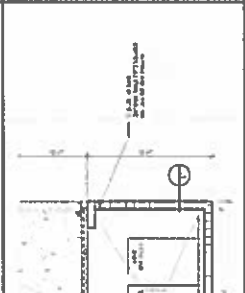
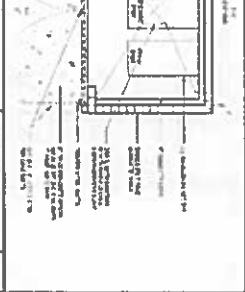
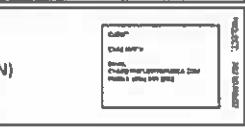

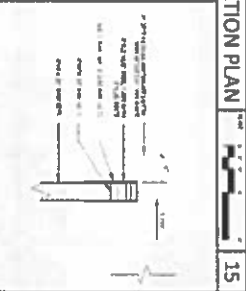
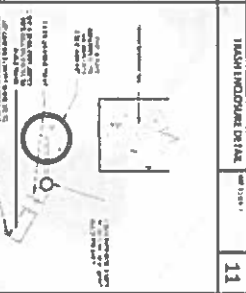
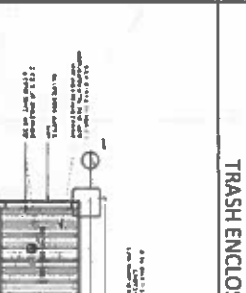
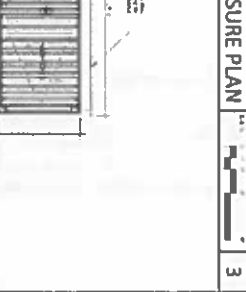
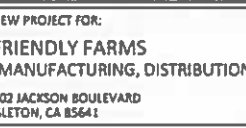

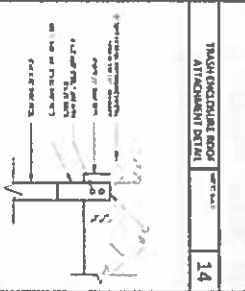
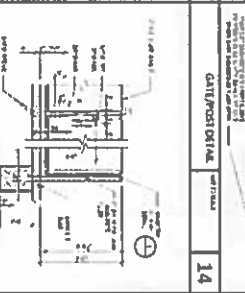
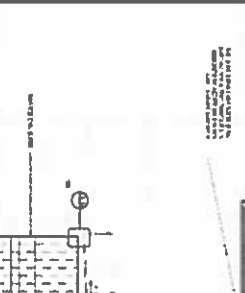
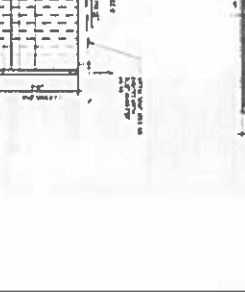

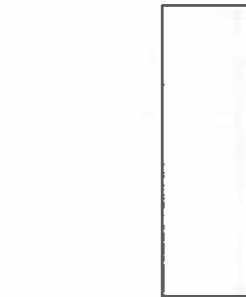

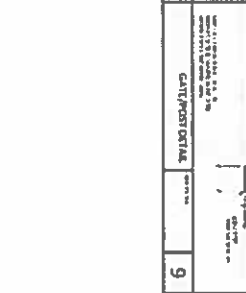
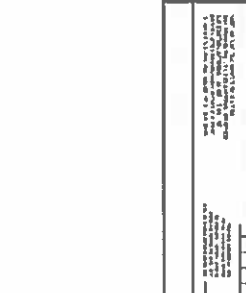
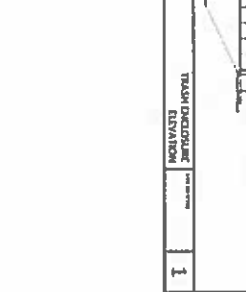

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 CHECKED BY: [Name]

NEW PROJECT FOR:
FRIENDLY FARMS
 (MANUFACTURING, DISTRIBUTION)
 402 JACKSON BOULEVARD
 SILET, CA 95641

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A2.11



 <p>ENCLOSURE ROOF FRAMING PLAN</p>	 <p>TRASH ENCLOSURE ROOF DETAIL</p>	 <p>ENCLOSURE ROOF FRAMING PLAN</p>	 <p>TRASH ENCLOSURE ROOF DETAIL</p>	 <p>ENCLOSURE ROOF FRAMING PLAN</p>	 <p>TRASH ENCLOSURE ROOF DETAIL</p>
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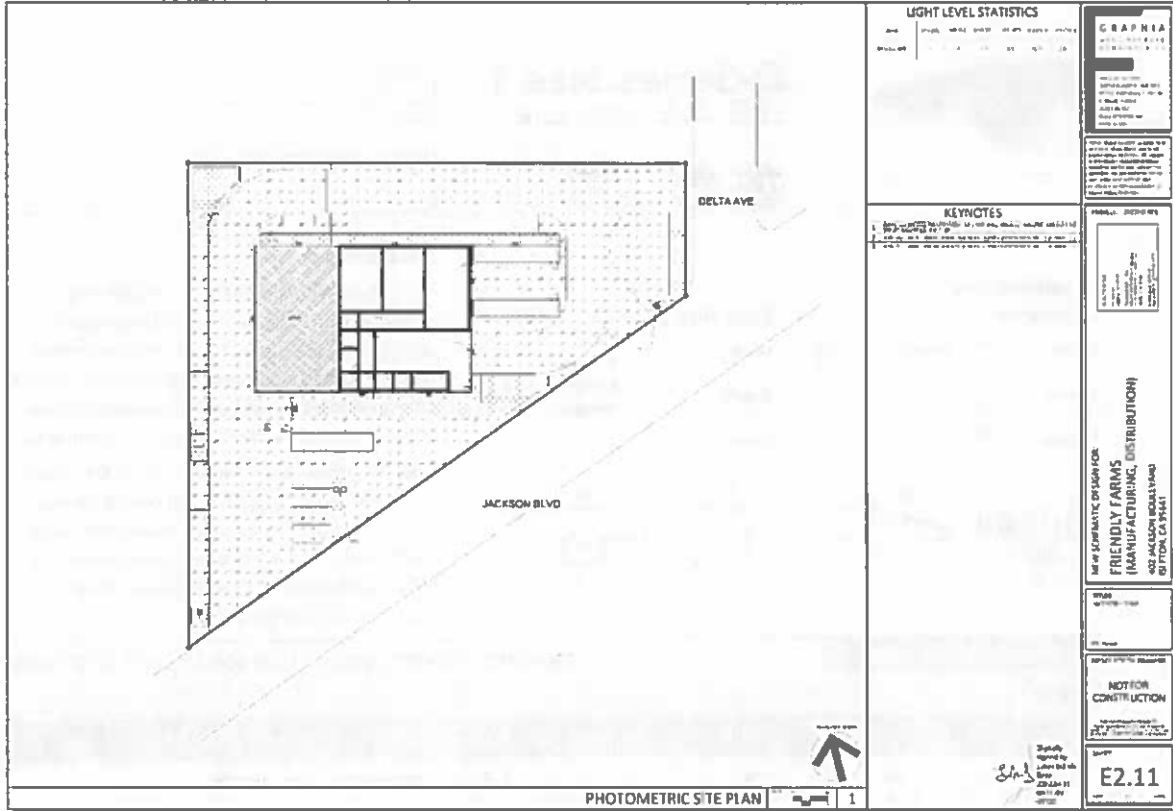
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3	08/11/17	ISSUED FOR PERMIT

NEW PROJECT FOR:
FRIENDLY FARMS
 (MANUFACTURING, DISTRIBUTION)
 402 JACKSON BOULEVARD
 ISLETON, CA 95641

NOT FOR CONSTRUCTION

BY: [Signature]

5-DE1
A9.22





D-Series Size 1 LED Wall Luminaire



Buy American

D-Series

Specifications Luminaire

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

Back Box (BBW, E20WC)

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



For 3/4" NPT rigid-wire conduit (E20WC only)

Catalog Number:
Notes:
Type:

For more information, please visit our website at www.lithonia.com

Introduction

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

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

Ordering Information

EXAMPLE: DSW1 LED 20C 1000 40K T3M MVOLT DBBXTD

DSW1 LED	Series	LEDs	Drive Current	Color Temperature	Distribution	Voltage	Mounting	Control Options
DSW1 LED	20C	20 LEDs (two engineered)	350 350mA	30K 3000K	T2S Type II Spot	MVOLT	BBW	Shipped Included PE DMG PIR PIRH PIRIFCV PIRHFCV E20WC
			530 530mA	40K 4000K	T2M Type II Medium	120 ¹		
			700 700mA	50K 5000K	T2S Type III Spot	208 ¹		
		1000 1000mA (1A) ¹	AMRPC Amber step-up convert 20C	T3M Type III Medium T4M Type IV Medium T4M Forward Throw Medium	240 ¹ 277 ¹ 347 ¹ 480 ^{1,2}			

Other Options	Finish
Shipped/Installed	Shipped separately¹⁰
SE Single fuse (120, 277 or 347V) ^{1,9}	BSW Grid-different suits
DF Double fuse (208, 240 or 480V) ^{1,9}	VG Vandal guard
HS Haze-side shield ¹¹	DDL Diffused lenses
SFD Separate surge protector ¹²	
	DOBXD Dark bronze
	DBLXD Black
	DNAXD Natural aluminum
	DWHXD White
	DSSXD Sandstone
	DDBXTD Textured oak laminate
	DBL BXD Textured black
	DNATXD Textured natural aluminum
	DWHGXD Textured white
	DSSTXD Textured slate/stone

Accessories

DSXMS10	Mountable shield (see per light engine)
DSXMSW10	Grid-different spacers
DSXVWG10	Vandal guard assembly

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



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DSW1 LED
Rev 3/15/22

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

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

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	1.00
40°C	104°F	0.98

Projected LED Lumen Maintenance

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

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

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

Electrical Load

Temp	Driver Capacity (max)	Typical W @ 100%	Current (A)					
			120V	208V	240V	277V	347V	480V
10C	350	14W	0.13	0.07	0.06	0.06	-	-
	530	20W	0.19	0.11	0.09	0.08	-	-
	700	27W	0.25	0.14	0.11	0.11	-	-
	1000	40W	0.32	0.21	0.19	0.16	-	-
20C	350	24W	0.23	0.11	0.17	0.10	-	-
	530	36W	0.31	0.19	0.17	0.14	-	-
	700	47W	0.44	0.25	0.22	0.19	0.15	0.11
	1000	74W	0.69	0.40	0.35	0.30	0.23	0.17

Motion Sensor Default Settings

Input	Tamper Status	High Level (when triggered)	PhotoCell Operation	Dark Time	Range up Time	Range down Time
PIR or PIR1	5V (37%) Output	10V (100%) Output	Enabled @ 3FC	5 min	3 sec	5 min
*PIR1FCV or PIR1FCV1	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*For use when motion sensor is used as desk to down control

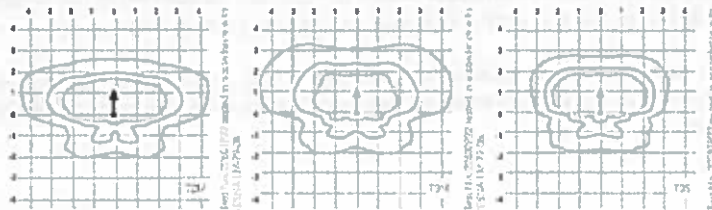
Photometric Diagrams

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

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

LEGEND

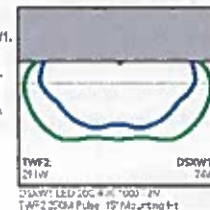
- 0.1 fc
- 0.5 fc
- 1.0 fc



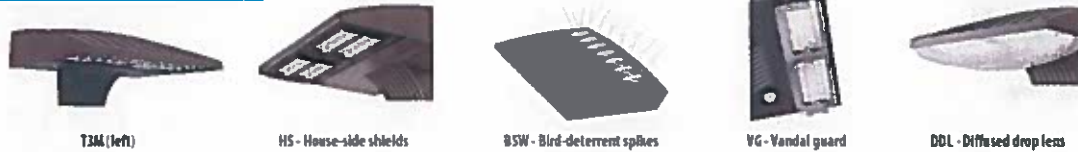
Distribution overlay comparison to 250W metal halide

LEGEND

- DSXW1, 0.5 fc
- TWF2, 0.5 fc



Options and Accessories



FEATURES & SPECIFICATIONS

INTENDED USE

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

CONSTRUCTION

Two-piece (60mm diameter housing) has integral heat sink fins to optimize thermal management through convective and conductive cooling. Modular design allows for ease of maintenance. The ITC driver is mounted to the chassis to thermally isolate it from the light engine for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP64).

FINISH

Exterior parts are protected by a zinc-infused Super Durable 1 G16 thermoplastic powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mil thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS

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

ELECTRICAL

Light engines consist of 10 high-efficiency LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (880,000 hrs at 25°C). Class 1 electronic drivers have a power factor >0.95, THD <2.0%, and a minimum 25kV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Icw (per ANSI/IEEE C62.41.2).

INSTALLATION

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

LISTINGS

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

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

BUY AMERICAN

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

WARRANTY

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

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



COMMERCIAL OUTDOOR

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DSXW1 LED
Rev. 3/07/22

Yvonne Zepeda

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

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

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

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

Memo

April 12, 2022

To: City of Isleton Planning Commission

From: Chuck Bergson, City Manager

Subject: Environmental Review for WTO Use Permit for Commercial Cannabis

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

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

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

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

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

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

Email from W-Trans

April 11, 2022

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

Number of Units	Units	Land Use Number	Land Use No./Type	Setting/Location	Trip Rate per Unit	Total Trips	Trip Rate per Unit	Number of Trips	In (%)	In (Rate)	In (Trips)	Out (%)	Out (Rate)	Out (Trips)	Trip Rate per Unit	Number of Trips	In (%)	In (Rate)	In (Trips)	Out (%)	Out (Rate)	Out (Trips)
4.2	kaf	840	Manufacturing	General Urban/Suburban	4.75	20	0.66	3	76	0.52	2	24	0.16	1	0.74	3	31	0.23	1	69	0.51	2
6.8	kaf	140	Manufacturing	General Urban/Suburban	4.75	32	0.68	5	76	0.52	4	24	0.16	1	0.74	5	31	0.23	2	69	0.51	3
20	Employee	140	Manufacturing	General Urban/Suburban	2.51	50	0.32	6	73	0.23	5	27	0.09	1	0.31	6	37	0.11	2	63	0.20	4

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

**Table 3
Existing Intersection Levels of Service**

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

Notes:

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

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

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

Notes:

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

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

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

Notes

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

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

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

Notes:

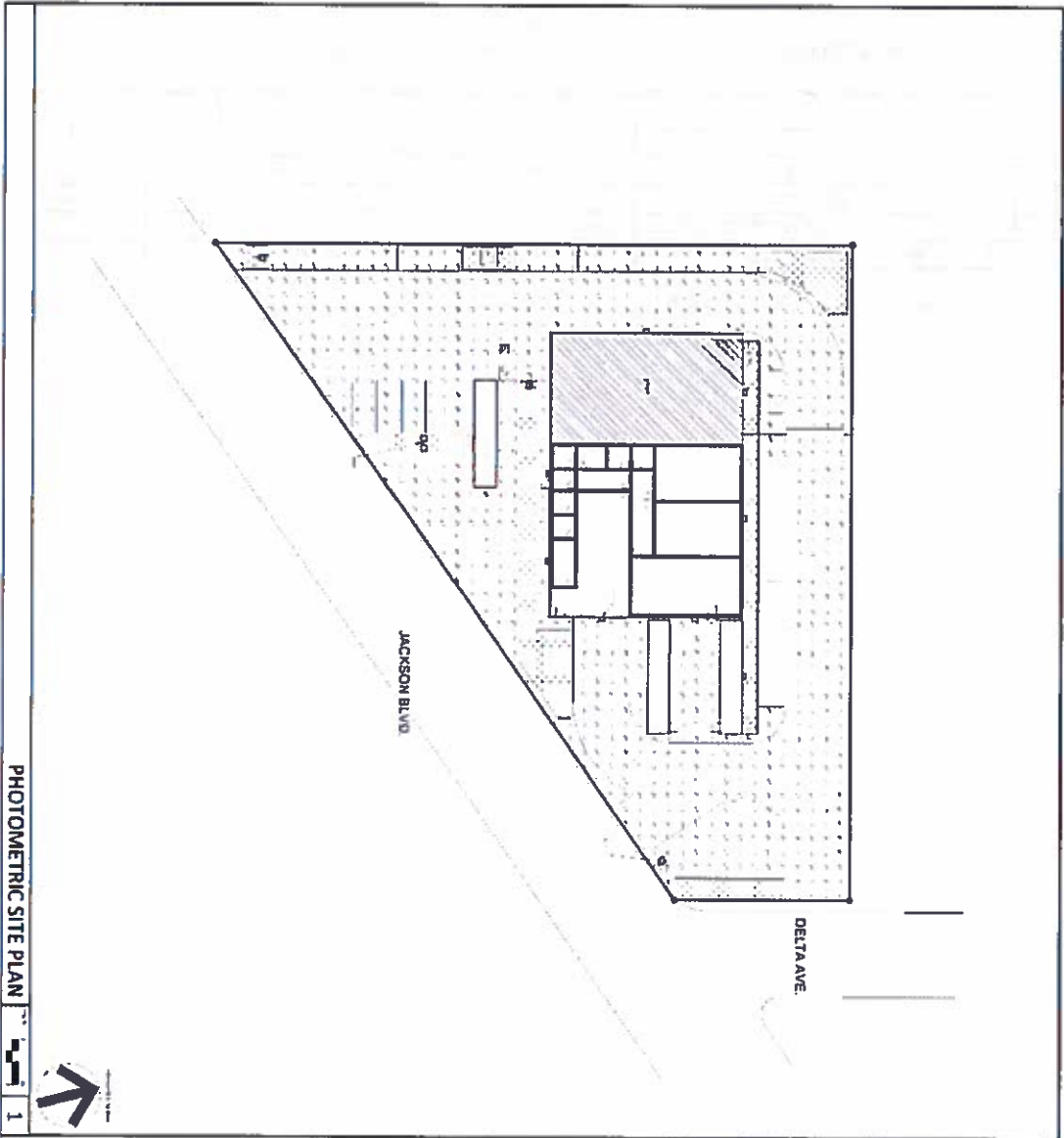
- (1) Roadway Link Average Daily Traffic Traffic (see Table 1).
- (2) Source: [County of Sacramento Transportation Analysis Guidelines](#) (September 10, 2020).

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

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

Notes:

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



PHOTOMETRIC SITE PLAN



LIGHT LEVEL STATISTICS	
Area	1000
Minimum	1
Maximum	21

KEYNOTES

1. SEE LIGHTING PLAN FOR LIGHTING FIXTURES AND FOOT CANDLE LEVELS.
2. SEE LIGHTING PLAN FOR LIGHTING FIXTURES AND FOOT CANDLE LEVELS.
3. SEE LIGHTING PLAN FOR LIGHTING FIXTURES AND FOOT CANDLE LEVELS.

<p>GRAPHIC</p> <p>DATE: 02/11/11</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>PROJECT: SECTION</p> <p>DATE: 02/11/11</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>NFW SCHEMATIC DESIGN FOR</p> <p>FRIENDLY FARMS</p> <p>(MANUFACTURING, DISTRIBUTION)</p> <p>402 JACKSON BOULEVARD</p> <p>ST. FTON, CA 95641</p>	<p>NOT FOR CONSTRUCTION</p> <p>DATE: 02/11/11</p> <p>SCALE: 1/8" = 1'-0"</p>
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D-Series Size 1 LED Wall Luminaire



d^{series}

Specifications Luminaire

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

Back Box (BBW, E20WC)

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



Catalog Number: _____

Notes: _____

Type: _____

Introduction

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

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

Ordering Information

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

Series	LEDs	Drive Current	Color Temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C (10 LEDs zone engine)	350 350mA	30K 3300K	T2S Type II Short	MVOLT ²	Shipped included (dark) Surface mounting bracket BBW Surface-mounted back box (for conduit entry) ¹	Shipped installed PE Photocontrol (see table) ¹ DMG 0-1% dimming wires pulled out of fixture (for use with an external controller, ordered separately) PIR 180° motion/ambient light sensor, <15' range ¹² PIRH 180° motion/ambient light sensor, 15-30' range ¹² PIRHFC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1% ¹² PIRHFC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1% ¹² E20WC Emergency battery back-up (includes external computer enclosure), CA Title 20 compliant ¹¹
	20C (20 LEDs (two engines))	530 530mA 700 700mA 1000 1000 mA (1 A) ¹	40K 4000K 50K 5000K AAMBPC Ambient temperature compensated	T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TTM Forward Triax Medium	120 ¹ 208 ¹ 240 ¹ 277 ¹ 347 ^{1,11} 480 ^{1,11}		

Other Options	Finish
Shipped installed SF Single fuse (120, 277 or 347V) ^{1,2} DF Double fuse (208, 240 or 480V) ^{1,2} HS House-side shield ¹¹ SPD Separate surge protector ¹¹	Shipped separately¹¹ BSW Ball-deterrent scales VG Vandal guard DDL Diffused drop lens DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Satin stone DSSTXD Textured dark granite DBLAXD Textured black DNATXD Textured natural aluminum

Accessories

(Ordered and shipped separately)

BSWBSU	Ball-deterrent scales (one per light engine)
DSMBSU	Ball-deterrent spacers
DSVWVGU	Vandal guard assembly

NOTES

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



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DSXW1 LED
 Rev 3/01/22

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

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

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
20°C	1.00
25°C	1.00
30°C	1.00
40°C	0.98

Projected LED Lumen Maintenance

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

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

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.91	0.88

Electrical Load

Temp	Power Factor	Nominal Watts	Current (A)					
			120V	208V	240V	277V	347V	480V
10C	350	14W	0.13	0.07	0.06	0.06	-	-
	530	20W	0.39	0.17	0.09	0.08	-	-
	700	27W	0.25	0.14	0.13	0.11	-	-
	1000	40W	0.17	0.21	0.19	0.16	-	-
	350	24W	0.23	0.11	0.12	0.10	-	-
20C	530	36W	0.33	0.19	0.17	0.14	-	-
	700	47W	0.44	0.25	0.22	0.19	0.15	0.11
	1000	74W	0.69	0.40	0.35	0.30	0.23	0.17

Motion Sensor Default Settings

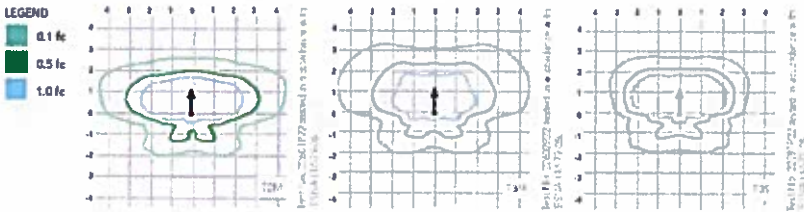
Option	Default State	High level when triggered	Photo(s) Operation	On/Off Time	Range up Time	Set up down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ SFC	5 min	3 sec	5 min
*PIR1FCV or PIRH1FCV	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

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

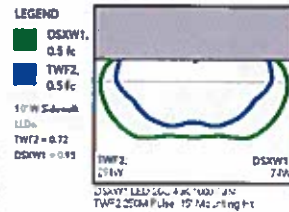
Photometric Diagrams

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

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



Distribution cavity comparison to 250W metal halide



Options and Accessories



FEATURES & SPECIFICATIONS

INTENDED USE

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

CONSTRUCTION

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

FINISH

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

OPTICS

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

ELECTRICAL

Light engines consist of 10 high-efficiency LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >0.90, THD <2%, and a maximum 2.5kV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaires which meets a minimum Category C1 per IEC ANSI/IEEE C62.41.2.

INSTALLATION

Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. It unites into a slotted gasket weathertight and attaches to the mounting bracket via corrosion-resistant screws.

LISTINGS

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

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

BUY AMERICAN

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

WARRANTY

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

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



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Performance Data

Lumen Ambient Temperature (LAT) Multipliers

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

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	1.00
40°C	104°F	0.98

Projected LED Lumen Maintenance

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

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

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

Electrical Load

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

Motion Sensor Default Settings

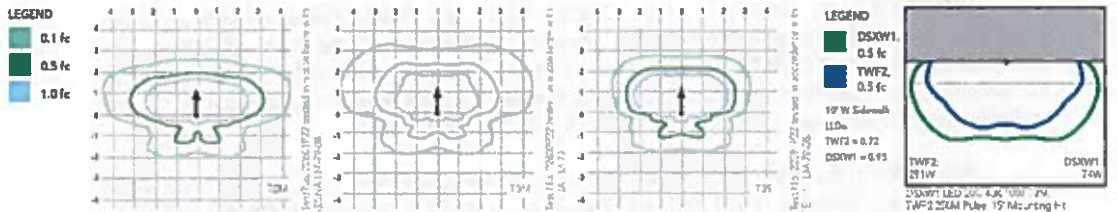
System	Default State	High (prel. when triggered)	Photoctrl Operation	Onset Time	Fast, up Time	Lamp, down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ SFC	5 min	3 sec	5 min
*PIR1FCV or PIRH1FCV	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

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

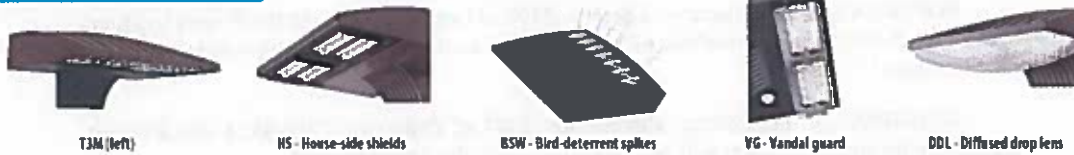
Photometric Diagrams

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

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



Options and Accessories



FEATURES & SPECIFICATIONS

INTENDED USE

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

CONSTRUCTION

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

FINISH

Exterior parts are protected by a zinc infused Super Duralite 16K thermoplastic powder coat finish that provides superior resistance to corrosion and weathering. A highly controlled multi-stage process ensures a minimum 3 mil thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS

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

ELECTRICAL

Light engines consist of 10 high-efficiency LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (88/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >0.95, THD <20%, and a minimum 2.5kV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C, Low (per ANSI/NETF 047-41-2).

INSTALLATION

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

LISTINGS

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

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

BUY AMERICAN

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

WARRANTY

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

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



COMMERCIAL OUTDOOR

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DSKW1 LED
Rev. 3/01/22

**Attachment D
Planning Commission Resolution**

RESOLUTION PC 01-22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and

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

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

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

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

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

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

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

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

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

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

Conditions of Approval for Conditional Use Permit CUP 01-22

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

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

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

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

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.



CHAIR, Jack Chima

ATTEST:



DEPUTY CITY CLERK, Yvonne Zepeda

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

April 18, 2022

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

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

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

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

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

Please contact me should you have any questions.

Sincerely,

Chaz Smith
President
WTO Essentials

City of Isleton

City Council
Staff Report

DATE: May 10, 2022

ITEM#: 8.A

CATEGORY: New Business

ADDRESS CHANGE REQUESTS MAIN STREET; DIRECTION AND APPROVAL

SUMMARY

Sacramento County Assessor's records show 37 Main Street address is listed on Parcels 157-032-018 and 157-032-034. 40 Main Street address is listed as 157-0034-002 and 157-0034-003.

The City was notified by the owner of his property, parcel 157-0034-003 is listed as 40 Main Street and the property next door parcel 157-0034-002 is also listed as 40 Main Street with the County Assessor's Office. Upon review staff discovered two properties listed as 40 Main Street and two properties listed as 37 Main Street.

DISCUSSION

Staff is requesting City Council give direction and approve proposed change of addresses and set a public hearing on the matter:

Parcel No.	Address Listed on Parcelquest	Change Address to
157-0032-018-0000	37 Main Street	No Change
157-0032-034-0000	37 Main Street	37 ½ Main Street
157-0034-002-0000	40 Main Street	No Change
157-0034-003-0000	40 Main Street	40 ½ Main Street

Please see attached parcel quest report and map.

FISCAL IMPACT

Nominal amount of staff time.

RECOMMENDATION

Staff is requesting that City Council approve the proposed address changes and set a public hearing.

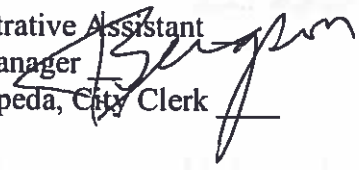
ATTACHMENTS

1. Parcel Quest Report for 37 Main Street and 40 Main Street

Submitted by: Diana O'Brien, Administrative Assistant


Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk





LIST 0
DETAIL

<input checked="" type="checkbox"/>		Co	APN ^	Owner	S Street Address	S City State Zip
<input checked="" type="checkbox"/>	1	SAC	157-0032-018-0000	[REDACTED]	37 MAIN ST	ISLETON CA 95641-7037
<input checked="" type="checkbox"/>	2	SAC	157-0032-034-0000	[REDACTED]	37 MAIN ST	ISLETON CA 95641-7037
<input checked="" type="checkbox"/>	3	SAC	157-0034-002-0000	[REDACTED]	40 MAIN ST	ISLETON CA 95641-7037
<input checked="" type="checkbox"/>	4	SAC	157-0034-003-0000	[REDACTED]	40 MAIN ST	ISLETON CA 95641-7037

City of Isleton

City Council
Staff Report

DATE: May 10, 2022

ITEM#: 8.B

CATEGORY: New Business

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; APPROVE

SUMMARY

The City Council of the City of Isleton is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation for the Main Street Redesign and Revitalization Plan. The City was awarded \$212,788 from the FY 2022-23 Sustainable Communities Competitive Grant submitted by CivicWell (formerly the Local Government Commission) with the assistance of Sacramento Area Councils of Government.

DISCUSSION

A Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program.

Staff is requesting City Council approve Resolution 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.

FISCAL IMPACT

The grant award is \$212,788. The City will utilize staff time for the local match of \$27,569. Total cost of project \$240,357.

RECOMMENDATION

Staff is requesting City Council approve Resolution 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.

ATTACHMENTS

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

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

WHEREAS, the City Council of the City of Isleton is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, the City of Isleton wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isleton authorizes the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Isleton held on this 10th day of May 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, Eric Pene

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

Sustainable Transportation Planning Grant Program
Grant Specific Conditions
Conditions of Award Meeting

Sustainable Transportation Planning Grant Program					
Grant Award Fiscal Year	2022-23	Grant Category	Sustainable Communities Competitive	Grant Fund Source	RMRA
Project Title	Isleton Main Street Redesign and Revitalization Plan				
Grantee/Agency	City of Isleton				
Executive Director	Charles Bergson, City Manager				
Grantee/Agency Contact	Diana O'Brien, Admin Assistant				
Sub-Recipient(s)	Local Government Commission				
Caltrans District Contact(s)	Chris Houlemard				
Caltrans District Contact(s) E-mail	chris.houlemard@dot.ca.gov				
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$212,788	\$27,569		\$27,569	11.47%	\$240,357
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due	
06/03/22		02/28/25		04/29/25	
<p>* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.</p>					

Conditions for Grant Acceptance

Grant work cannot begin until the General and Specific Conditions of Grant Acceptance have been satisfied and your Agency has received a Notice to Proceed letter from Caltrans. These conditions must be submitted to your Caltrans District Grant Manager no later than the date listed in the table above. Failure to satisfy these conditions will result in the forfeiture of grant funds.

Recommended Main Street Design



Features shown:

- Reorientation of parking
- Bulb-out amenity spaces
- Street trees
- Parklets

City of Isleton

City Council Staff Report

DATE: May 10, 2022

ITEM#: 8.C

CATEGORY: New Business

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. 2007-1, FISCAL YEAR 2022-23

BACKGROUND

Village on the Delta Landscaping and Lighting Assessment District (LLAD) was created in 2007 as a means to provide the maintenance for the landscaping and lighting for the Village on the Delta development. The assessments began in 2017. Assessments and costs are reviewed annually. Council is requested to initiate assessment proceedings, to declare its intent to levy the District Assessments, and set the public hearing for the Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 for Fiscal Year 2022-23. Public hearing date is proposed for Tuesday, June 14, 2022.

DISCUSSION

Council is being requested to take the action to update the Landscaping and Lighting District assessments for this District for the Fiscal Year 2022-23. This recommended action are: to initiate proceedings, to indicate Council's intention to levy and collect annual assessments, and set a public hearing date - Tuesday, June 14, 2022. Proposed revenues amount to approximately \$24,340 annually. Last year's revenues were \$23,315.

The proposed annual rates are:

1. Single-Family Residential ("West 14") = \$414.05
Single-Family Residential ("East 4") = \$73.21
2. Live/Work Units \$1,242.15
3. Empty Lots/Public \$19.42

FISCAL IMPACT

This Assessment will generate the funds necessary to landscape and light the Village on the Delta development by properly assessing the properties and allocating the appropriate funds. The level of revenue to be generated for the upcoming fiscal year is approximately \$24,340 an approximate 4.4% increase. The US Department of Labor 2022 Consumer Price Index for the past twelve months, Western Region is 8.7%.

The Council will be asked to establish the rate increase at the June 14, 2022 public hearing and meeting.

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. Public hearing date is proposed for Tuesday, June 14, 2022.

ATTACHMENTS

1. 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. 2007-1, Fiscal Year 2022-23
2. LLAD 2007-1, FY 2022-23 Work List
3. Consumer Price Index, West Region-March 2022, US Bureau of Labor Statistics

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

A handwritten signature in black ink, appearing to read "Bergson", is written over the text of the City Manager's name.

CITY of ISLETON

LLAD 2007-1 FY 2022-23

DRAFT

LLAD	EXPENSES	05.06.22		
	Costs Annual	FY22	FY23	
VACANT & EMPTY LOTS				
Labor		\$500	\$600	
Equip		\$400	\$450	
Fuel/supplies		\$200	\$300	
Drainage Basin		\$200	\$200	
Street sweeping		\$200	\$200	
Storm Drain cng		\$150	\$150	
Weed - brush (Clark)		\$13,000	\$13,500	
LANDSCAPE Homes	ACTIVE LOTS			Split
	\$/mon			total West 14 East 4
Labor	pub maintc 18 lots	\$3,500	\$3,700	\$3,700 \$2,960 \$740
Water		\$1,500	\$1,500	\$1,500 \$1,200 \$300
Elect lights	15x\$8x12	\$1,440	\$1,440	\$1,440 \$1,152 \$288
Fuel		\$225	\$300	\$300 \$240 \$60
	subtotal Homes			\$6,940 \$5,552 \$1,388
	Direct subt	\$22,340		
				Lots
maint, mech		\$600	\$600	Active-existing home
cap reserve		\$500	\$500	Vacant- improved lot
Eng & Admin		\$400	\$400	Empty-unimproved lot
contingency		\$500	\$500	
	indirect subt	\$2,000	\$2,000	
		\$23,315	\$24,340	4.4%

LLAD	REVENUES/ASSESS FY 2021-22						FY23	ANNUAL	
	annual	Direct costs	indirect	ind-distrb	ind-distrb	total- FY22	FY22	asmnt/lot	REVENUE
lot	no.								
	0				\$ -	\$0.00			
	18			17%	\$ 349.51				
West 14	14	\$5,552			\$ 244.66	\$5,796.66	398.33	\$414.05	\$ 5,796.66
East 4	4	\$1,388			\$ 104.85	\$1,492.85	359.46	\$373.21	\$ 1,492.85
Vacant	69	\$15,400.00		67%	\$ 1,339.81	\$16,739.81	\$231.74	\$242.61	\$ 16,739.81
Empty	9	\$0.00		9%	\$ 174.76	\$174.76	\$19.42	\$19.42	\$ 174.76
Public	7	\$0.00		7%	\$ 135.92	\$ 135.92	19.42	\$19.42	\$ 135.92
		Total				\$24,340			\$24,340
	103	\$15,400	\$ 2,000.00		\$ 2,000.00				



For Release: Tuesday, April 12, 2022

22-625-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

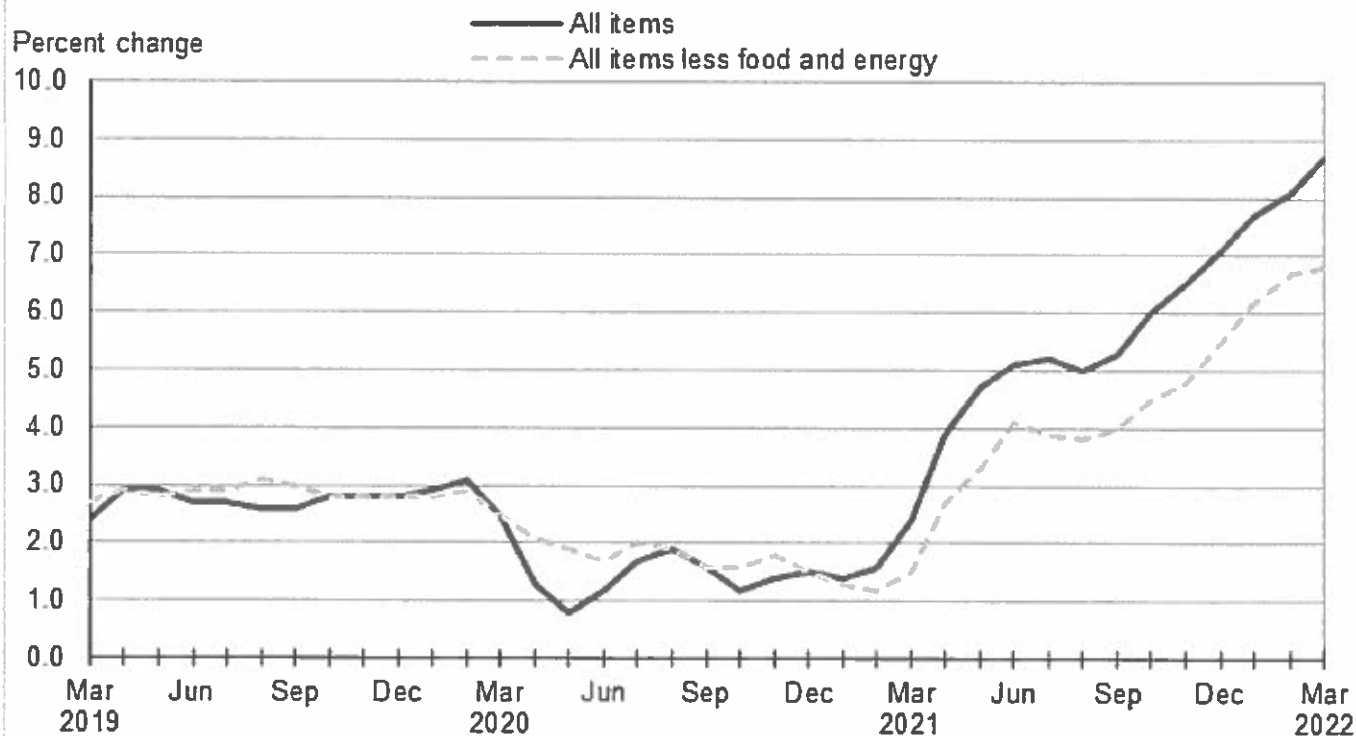
Consumer Price Index, West Region — March 2022

Area prices were up 1.3 percent over the past month, up 8.7 percent from a year ago

Prices in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 1.3 percent in March, the U.S. Bureau of Labor Statistics reported today. (See table A.) The March increase was influenced by higher prices for gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 8.7 percent. (See chart 1 and table A.) This was the largest over-the-year increase in the CPI-U for the West Region since February 1982. Food prices advanced 8.9 percent. Energy prices jumped 33.4 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 6.8 percent over the year. (See table 1.)

Chart 1. Over-the-year percent change in CPI-U, West region, March 2019–March 2022



Source: U.S. Bureau of Labor Statistics.

RESOLUTION NO. 18-22

A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF ISLETON INITIATING ASSESSMENT PROCEEDINGS INDICATING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE VILLAGE ON THE DELTA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2007-1 (LLAD), FISCAL YEAR 2022-23, AND SET THE TIME AND DATE OF THE PUBLIC HEARING

(Pursuant to the Landscaping & Lighting Act of 1972)

WHEREAS, the City Council intends to levy and collect assessments within the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 during the Fiscal Year 2022-23 and land to be assessed is located in the City of Isleton, Sacramento County; and

WHEREAS, the 2017 Engineer's Report has been filed outlining the proposed budgets, the description of the proposed improvements and/or changes, the boundaries of the assessment district, any zones therein and the proposed assessments upon assessable lots and parcels within the assessment district as required by the Landscape and Lighting Act of 1972; and

WHEREAS, the components and the operation and maintenance to be made to the improvements for the upcoming fiscal year 2022-23 in LLAD-2007-1 are generally described as follows: landscaping in the public rights-of-way and public landscape easements between the property and State Route 160, adjacent to the Village on the Delta, landscaping in the public rights-of-way and public easements between the property and Sixth Street, a share of public park maintenance costs for parks serving the development including two basin parks along Sixth Street, maintenance of public street lights along and within the boundaries of the Village on the Delta, and maintenance of the storm water lift station and associated elements; and

WHEREAS, all interested persons are referred to the Engineer's Report for a full and detailed description of the improvement, the proposed operation and maintenance costs, the boundaries of the LLAD and the proposed assessments upon assessable lots and parcels of land within the LLAD; and

WHEREAS, for Fiscal Year 2022-23, the annual assessment per residential equivalent dwelling unit is \$414.05, and the annual assessment per live/work unit is \$1,242.15; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Isleton hereby notices the intention to levy and collect the annual assessments with the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 during the Fiscal Year 2022-23; and

BE IT FURTHER RESOLVED that in order to take inflation into account, the City Council approves the allowance for an annual increase to estimated assessments in accordance with the annual Consumer Price Index as applied to the San Francisco-Oakland-San Jose county Area for All Urban Consumers as developed by the United States Bureau of Labor Statistics for a similar period of time;

BE IT FURTHER RESOLVED that a public hearing will be held by the City Council on Tuesday, June 14, 2022 at 6:30 p.m. or as soon thereafter as the matter may be heard in the City Council Chambers, City Hall, City of Isleton, 101 Second Street, Isleton, California 95641. At the public hearing, the City Council

will consider the changes to the assessment amounts and authorization to levy and collect assessment for Fiscal Year 2022-23; and

BE IT FURTHER RESOLVED that the Isleton City Clerk is authorized and directed to give the Notice of Hearing as required by the Landscaping and Lighting Act of 1972 for said public hearing; and

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to Section 22610 and 22620 et al of the California Streets and Highway Code.

PASSED, APPROVED, AND ADOPTED this 10th day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, Eric Pene

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

City of Isleton

City Council
Staff Report

DATE: May 10, 2022

ITEM#: 8.D

CATEGORY: New Business

SHIPPING CONTAINERS, PROPOSED ORDINANCE; DISCUSSION AND DIRECTION

SUMMARY

It has come to the City's attention that there are many shipping containers located on commercial and residential properties and the City has no guidelines for their use.

The City has no regulations pertaining to the use of shipping or storage containers and their use in various planning zones throughout the City. The City is also located in a high risk flood area and storage containers in such areas are potentially dangerous. It is recommended that the City adopt zoning to allow, or not to allow, the use of storage containers and insure that containers comply with the Isleton Municipal Code Section 5.52 Flood Damage Prevention.

DISCUSSION

Staff is requesting City Council direction for the use of shipping containers in Isleton. Specifically for the storage containers that exist in residential areas, if they are allowed, they need to be anchored to the ground to resist floatation. If not allowed, the City needs to direct their removal. Generally, storage containers are allowed in commercial and industrial zoned areas and also are to be anchored to the ground. The City Flood regulations have specific limits for use and anchoring specifications for shipping containers. The recently adopted Shipping Container ordinance from the city of Rio Vista is attached. As directed, Staff will prepare the appropriate legislation and prepare it for Council consideration.

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDATION

Staff is requesting City Council to give direction to adopt proposed ordinance and adopt zoning regulations regarding shipping containers.

ATTACHMENTS

1. City of Rio Vista Shipping Container and portable storage containers ordinance. Adding Article 24 Regulating Shipping Containers And Portable Storage Containers

Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager Submitted by: Yvonne Zepeda, Dep. City Clerk



ORDINANCE NO. 001-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO VISTA TO
AMEND TITLE 17 OF THE RIO VISTA MUNICIPAL CODE ADDING
CHAPTER 17.84 AND AMENDING SECTION 17.60.030 REGULATING
SHIPPING CONTAINERS AND PORTABLE STORAGE CONTAINERS**

WHEREAS, shipping containers and portable storage containers are a risk to the public health, safety, and welfare as well as the aesthetic appearance of the City for reasons including, but not limited to, they restrict sight lines, restrict emergency response pathways due to their bulk and immobility, are havens for vermin, rodents, and pests, are targets for graffiti and tagging, encourage hoarding, increase fire risks due to poor ventilation, and are bulky and industrial-looking accessory structures incompatible with nearly all surrounding uses; and

WHEREAS, the City wishes to update and amend the Rio Vista Municipal Code related to shipping containers and portable storage containers in order to protect the public health, safety, and welfare as well as the aesthetic appearance of the City and preserve property values; and

WHEREAS, the proposed Ordinance is exempt from review under the California environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"), pursuant to CEQA Guidelines section 15308 (Actions by Regulatory Agencies for the Protection of the Environment) where the shipping and storage container standards are promulgated in order to assure the maintenance, restoration, enhancement and protection of the environment specifically as it relates to visual blight and public health and safety by regulating the placement and maintenance of shipping containers in locations incompatible with surrounding uses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIO VISTA HEREBY ORDAINS AS FOLLOWS:

Section 1. Purpose and Authority. The purpose of this Ordinance is to establish minimum development standards for governing the placement and maintenance of shipping containers and portable storage containers within the City to protect the public health, safety and welfare as well as the aesthetic appearance of the city and preserve property values.

Section 2. Enactment. Chapter 17.84 of the Rio Vista Municipal Code is hereby added to the Rio Vista Municipal Code as follows:

TITLE 17 Zoning

CHAPTER 17.84 PORTABLE STORAGE CONTAINERS AND SHIPPING CONTAINERS

- 17.84.010 Purpose and scope.**
- 17.84.020 Definitions.**
- 17.84.030 Allowed uses of shipping containers and portable storage containers.**
- 17.84.040 Development standards – portable storage containers.**
- 17.84.050 Development standards – shipping containers.**
- 17.84.060 Temporary use of shipping containers.**
- 17.84.070 Non-storage uses – shipping containers.**
- 17.84.080 Non-conforming uses – portable storage and shipping containers.**

17.84.010 Purpose and scope.

The purpose of this chapter is to establish minimum development standards for the placement and maintenance of shipping containers and portable storage containers within the city in order to maintain the aesthetic appearance of the city, preserve property values, and protect the public health, safety and welfare. These standards are in addition to federal, state, and local laws and regulations. Wherever there is a conflict between this chapter and other laws or regulations, the more restrictive standard shall apply.

17.84.020 Definitions.

For the purposes of this chapter, the following definitions shall apply.

A. "Portable storage container" means a container no larger than 8 feet by 8.5 feet by 16 feet and transported to a designated location for temporary storage purposes. Examples include, but are not limited to, Portable On Demand Storage ("PODS") and U-Haul U-Box containers.

B. "Shipping container" means an industrial, portable vessel not greater than forty (40) feet in length intended for the large-scale shipping or transportation of goods or commodities, generally designed to be mounted on a rail car, truck, or ship.

17.84.030 Allowed uses of shipping containers and portable storage containers.

The use of portable storage containers and shipping containers shall comply with the regulations applicable to the zoning district in which they are used. Failure to abide by these regulations shall be subject to fine pursuant to chapter 1.16 and nuisance abatement pursuant to chapter 8.16.

A. Residential Districts.

1. Shipping containers shall not be allowed in any residential zoning district, including all R districts or where there is an applicable PUD overlay district with a residential use, except in conjunction with active construction as allowed under Section 17.84.060.

2. Portable storage containers shall be permitted in any residential zoning district with an approved temporary use permit from the city and subject to the standards set forth in Section 17.84.040.

B. Commercial Districts.

1. Shipping containers shall be permitted as an accessory use in any commercial zoning district, including C-1, C-2, C-2A, C-3-I, and C-H districts, with an approved administrative site and architectural review permit from the city, and subject to the standards set forth in Section 17.84.050.

2. Portable storage containers shall be permitted in any commercial zoning district, including C-1, C-2, C-2A, C-3-I, and C-H districts, with an approved temporary use permit from the city, and subject to the standards set forth in Section 17.84.040.

C. Industrial Districts.

1. Shipping containers shall be permitted as either an accessory use or a Principal Use in any industrial zoning district, including I-P-I, B-P, M-G and A-B districts, with an approved administrative site and architectural review permit from the city, and subject to the standards set forth in Section 17.84.050.

2. Portable storage containers shall be permitted in any industrial zoning district, including I-P-I, B-P, M-G and A-B districts, with an approved temporary use permit from the city, and subject to the standards set forth in Section 17.84.040.

D. Other Districts. Shipping containers and portable storage containers are prohibited unless expressly allowed.

E. Vacant Properties. Shipping containers and portable storage containers shall not be allowed on otherwise vacant parcels in any zoning district except when used in conjunction with construction executed in compliance with an approved building permit from the city, placed on the same parcel as the construction, and subject to standards set forth in 17.84.060.

F. Notwithstanding any other provision of this chapter, shipping containers and portable storage containers used by the city for a municipal purpose shall not be subject to the standards of this chapter. Such shipping containers and portable storage containers should be located and appropriately screened to minimize visual impacts on the community.

Existing shipping containers that are placed on municipal properties with the express permission of the underlying land owner(s) as of the effective date of this ordinance shall be considered a legal non-conforming use and allowed; provided, however, owners of such a container shall endeavor to screen the container from the public right-of-way with, for example, decorative fencing or landscaping, painting a mural on the container, or relocating the container to minimize its visual prominence.

17.84.040 Development standards – portable storage containers.

Use of portable storage containers shall be subject to the following limitations and approval of a temporary use permit from the city.

A. Frequency. No more than one (1) portable storage container shall be placed on a single lot or parcel of land within a residential zone. No more than two (2) portable storage containers shall be placed on a single lot or parcel in any other zone.

B. Location. Portable storage containers shall be placed on private property, and not within the public right-of-way. If the subject property does not have a driveway, a portable storage container may be placed in the public right-of-way with an approved encroachment permit from the city.

C. Duration. Portable storage containers placed on private property shall not remain longer than sixty (60) consecutive calendar days. Portable storage containers placed within the public right-of-way with an approved encroachment permit shall not remain longer than fourteen (14) consecutive calendar days. Under no circumstances may a portable storage container be allowed on the same lot or parcel for more than eighty (80) total days in a calendar year.

D. Use. Portable storage containers shall only be used for the storage of goods, materials, equipment, or property. Portable storage containers shall not be used to store or transport hazardous materials or substances, including but not limited to the following: solid waste, hazardous materials, explosives, or unlawful substances or materials. Non-storage use of portable storage containers is not allowed.

E. **Permittee Responsibilities.** The permittee shall be responsible for ensuring that the portable storage container is removed in accordance with his or her temporary use permit and in a safe manner and that no debris or materials remain on or around the portable storage container site.

17.84.050 Development standards – shipping containers.

Use of shipping containers in the city shall be subject to the following limitations.

A. General Standards.

1. **Use.** Shipping containers shall only be used for the storage of goods, materials, equipment, or property associated with the Principal Use of the parcel on which the container is located. Shipping containers shall not be used to store or transport hazardous materials or substances, including but not limited to the following: solid waste, hazardous materials, explosives, or unlawful substances or materials. Non-storage use of shipping containers may be allowed if approved pursuant to Section 17.84.070.

2. **Maximum Height.** If not stacked, shipping containers shall not exceed ten (10) feet in height. Stacked shipping containers shall not be more than two (2) containers high, or a maximum of twenty (20) feet, and placed on a surface that can withstand its weight.

3. **Location.** Shipping containers shall be placed on the parcel and proximate to other structures on the parcel pursuant to city fire code regulations and this code, including setbacks from property lines and other location requirements for accessory structures. Deviations from setback or similar requirements shall only be allowed if the applicant can establish that such use will not be detrimental to the community welfare or safety of the property and surrounding uses.

4. **Signage.** No advertising is allowed on or otherwise in conjunction with a shipping container; provided, however, if the manufacturer's name is printed on the container, it may remain.

5. **Exterior Façade.** Shipping containers shall not display signage beyond that required by law and shall be kept free of graffiti. Any graffiti shall be removed within seven (7) calendar days of discovery.

B. Commercial Districts.

1. **Frequency.** A maximum of two (2) containers on a single lot or parcel of land. Stacking is prohibited.

2. **Buffer from Residential Districts.** Shipping containers shall not be located within two-hundred (200) feet of an existing residential district.

3. **Screening.** Shipping containers shall be fully screened, as approved by the planning department. Screening may include, but is not limited to, an opaque fence or fast-growing landscaping. Chain link fencing alone shall not be an approved type of screening.

C. Industrial Districts.

1. **Frequency.**

a. **Principal Use.** Where the Principal Use of the parcel is a business that sells, leases, or places shipping containers at locations and does not provide on-site storage of goods or commodities as a service there is no frequency limit, provided the shipping containers meet the standards set forth in this chapter. Stacking is permitted with height not to exceed twenty (20) feet.

- b. Accessory Use.
 - 1. A shipping container shall not be allowed on as an accessory use on a single lot or parcel that is less than one (1) acre.
 - 2. No more than ten (10) shipping containers shall be allowed as an accessory use on a single lot or parcel that is at least one (1) acre and less than seven (7) acres.
 - 3. No more than fifteen (15) shipping containers shall be allowed as an accessory use on a single lot or parcel that is seven (7) acres or greater. Stacking is permitted with height not to exceed twenty (20) feet.

- c. A parcel may contain more shipping containers than permitted by obtaining a conditional use permit approved by the planning commission, who, when approving such permit, shall make the following findings:
 - 1. The shipping containers shall not pose a threat to the public health, safety, or welfare due to their placement, frequency, or condition.
 - 2. The shipping containers shall be placed in accordance with city fire and building code standards.
 - 3. The shipping containers are, and shall remain, in good repair such that no container, due to its structural condition, contents, immediate surroundings, or other condition, contributes to visual blight or nuisance conditions.
 - 4. The applicant has identified improvements to the shipping containers that shall reduce any potential for visual blight or nuisance conditions and shall implement and maintain those improvements at all times. Such improvements may include any enhancements deemed acceptable and appropriate by the city.

2. Setbacks. Stacked shipping containers shall be placed at least one hundred (100) feet from any public right-of-way. Non-stacked shipping containers shall be placed at least fifty (50) feet from any public right-of-way.

3. Buffer from Residential Districts. Shipping containers shall not be placed within five hundred (500) feet of an existing residential district.

17.84.060 Temporary use of shipping containers.

Shipping containers shall be allowed in all zones on a temporary basis subject to approval of a Temporary Use Permit when utilized during construction operations for the parcel pursuant to an approved building permit from the city and when utilized solely for the storage of supplies and equipment used for such construction operations. Removal of the container shall occur either upon occupancy of the building or expiration of the construction permit, whichever occurs first.

17.84.070 Non-storage uses – shipping containers.

Notwithstanding other provisions of this chapter, a shipping container may be used as a Structure for a Principal Use, or Accessory Use to the Principal Use, so long as subject to approval of all entitlements required of a Structure, subject to approval of all permits for the use, including Site and Architectural Review, and placed on the parcel and proximate to other

structures on the parcel pursuant to city fire and building code regulations and this code, including setbacks from property lines and other location requirements.

17.84.080 Non-conforming uses – portable storage and shipping containers.

A. Unless otherwise provided by this chapter, all illegal, nonconforming uses of shipping containers and portable storage containers within the city as of the date of the adoption of this chapter are prohibited and may be subject to citation, fine, or abatement pursuant to chapter 8.16, or other civil or criminal penalties.

B. A shipping container constructed or placed prior to the date of adoption of this chapter shall be allowed to continue provided that the shipping container meets the following conditions:

1. The shipping container is on a parcel in an Industrial Zone.
2. The shipping container, nor use of the container, is not modified, increased, enlarged, or extended beyond that in existence on the date of adoption of this chapter.

Section 17.60.030 of the Rio Vista Municipal Code is hereby amended as follows:

17.60.030 Applicability—Administrative review.

Site and architectural review by community development department staff shall be conducted for the following:

- A. Signs not part of an application for a building or site otherwise reviewed by the planning commission;
- B. For any new single-family residence, second dwelling unit or any addition to an existing single-family residence;
- C. For any permitted nonresidential use proposed for a residential district;
- D. In any district except for R-1, for the reconstruction or alteration of existing buildings except for addition or maintenance of landscaping, when the alteration affects the exterior appearance of the building, where such reconstruction and alteration is exempted from planning commission review in Section 17.60.020;
- E. Construction drawings and permit applications shall be reviewed for compliance with approved plans, elevations and conditions of approval prior to issuance of building, grading, encroachment or other construction permits;
- F. Shipping container construction, or placement, and use pursuant to chapter 17.84; and
- G. Any project which is found by staff to be architecturally incompatible with either the existing structure or the surrounding neighborhood or district.

Section 3. Severability.

The provisions of this Ordinance are hereby declared to be severable if any provision, clause, word, sentence or paragraph of sections, or the application thereof to any person, establishment, or circumstances, shall be held invalid. Such invalidity shall not result in the invalidity of the entire Ordinance which can be given effect without the invalid provision or application. The Rio Vista City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Effective Date and Publication.

This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is hereby directed to publish a summary of the Ordinance within fifteen (15) days after passage in a newspaper of general circulation published in the City of Rio Vista.

I, **JOSE JASSO, CITY CLERK OF THE CITY OF RIO VISTA, HEREBY CERTIFY** this Ordinance was introduced at a regular meeting of the Rio Vista City Council on _____, 2022 and **PASSED and ADOPTED** by the City Council of the City of Rio Vista at a regular meeting on _____, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Kott, Mayor

ATTEST:

Jose Jasso, MMC, City Clerk

