

# City of Isleton

City Council  
Staff Report

DATE: June 28, 2022

ITEM#: 4.A

CATEGORY: Communication

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## COUNTY OF SACRAMENTO VOTER REGISTRATION AND ELECTIONS

### SUBJECT:

Nomination documents can be obtained at City Hall on Monday, July 18, 2022, between 8-12 and 1-5. The nomination period is Monday, July 18, 2022 through Friday, August 12, 2022 (5:00 p.m.).

### DISCUSSION

The City of Isleton, City Council will have three (3) four year terms coming available and one (1) short term seat available until 2024.

You will be able to pick up a nomination packet or we can send via email. You will need to come into the office and sign the Candidate's Receipt and Checklist.

1. You must be an Isleton Resident.
2. Must be 18 years or older.
3. You can pick up a nomination packet or have it via email, but must come into office to sign the Candidate's Receipt and Checklist.
4. Must obtain 10 valid resident voters of Isleton.
5. All Nomination documents must be filed by 5:00 p.m. on August 12, 2022 in the office of the City Clerk.

### FISCAL IMPACT

There is no fiscal impact.

### RECOMMENDATION

To receive Sacramento County Voters Registration and Elections information.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda \_\_\_\_

Reviewed by: City Manager, Charles Bergson





# City of Isleton

City Council  
Staff Report

DATE: June 28, 2022

ITEM#: 5.A

CATEGORY: Consent Calendar

Continuation of June 14, 2022

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**ORDINANCE NO. 2022-004 DEVELOPMENT AGREEMENT DA 2022-01, 402 JACKSON BLVD, WTO ESSENTIALS, INC.**

## SUMMARY

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

## FISCAL IMPACT

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

## RECOMMENDATION

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

## ATTACHMENTS

Ordinance 2022-004 Approving Development Agreement DA 2022-01

Submitted by: Charles Bergson, City Manager





**ORDINANCE NO. 2022-004**

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

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

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

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

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

**WHEREAS**, this Ordinance shall be effective upon the City Council's approval of the Conditional Use Permit CUP 01-22, which was approved during a duly noticed public hearing by the City Council on April 26, 2022, subject to second reading of this Ordinance by the City Council.

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

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

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

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

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

(d) The Planning Commission recommended approval of the Development Agreement.

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

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

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

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

The foregoing Ordinance was introduced and adopted before the City Council of the City of Isleton, at the regular meeting of the 10th day of May, 2022 and finally adopted at a regular meeting of said Council on the 14th day of June, 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 2<sup>nd</sup> St.  
Isleton, CA 95641  
Attn: City Clerk

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

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

## DEVELOPMENT AGREEMENT

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

### RECITALS

- A. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65864 et seq. (the "Development Agreement Law"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property, which is the subject of the development project application.
- B. **Public Hearing.** On April 13, 2022, the City's Planning Commission, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.
- C. **Environmental Review.** On May 10, 2022, the City Council determined that the Project (as defined herein) is exempt from environmental review in accordance with Section 15301 for Existing Facilities of the California Environmental Quality Act, Guidelines.
- D. **Need for Services and Facilities.** Development and operation of the Project will result in a need for municipal services and facilities, including police and fire protection services.
- E. **Contribution to Costs of Facilities and Services.** Developer agrees to make the quarterly payments set forth herein, which payment may be used by the City for any legal purpose. City and Developer recognize and agree that but for Developer's quarterly payments City would not and could not approve use of the Property for the Project as provided by this Agreement. City's approval of this Agreement is in reliance upon and in consideration of Developer's agreement to make the payments required hereunder.
- F. **Public Benefits.** Development of the Project will result in significant public benefits, as more fully described hereinafter, including, without limitation:
  1. The provision of opportunities for employment;
  2. Implementation of Crime Prevention Through Environmental Design ("CPTED") development principles during the operation and maintenance of the Property; and
  3. The furtherance of the economic development goals and objectives of the City.
- G. **Developer Assurances.** In exchange for the benefits to the City in the preceding Recitals, together with the other public benefits that will result from the development of the Property, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the items set forth herein.



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

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

#### AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Development of the Project.**

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

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

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

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

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

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

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

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

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

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

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

9.4. **Fees, Dedications, Assessments and Taxes.**

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

10. **Additional Developer Obligations.**

10.1. **Payments to City.**

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



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

**10.1.2. Reporting of Gross Receipts from Operations.**

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

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

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

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

**10.2. Public Safety and Security.**

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

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

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

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

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

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

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

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

**12. Annual Review of Agreement.**

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

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

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

**13. Default.**

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

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

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

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

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

14. **Insurance and Indemnity.**

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

14.2. **Insurance.**

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

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

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

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

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

15.1. **Assignment.**

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

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

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

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

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

16. **Miscellaneous.**

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

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

CITY OF ISLETON  
101 2<sup>nd</sup> 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: Memorandum of Development Agreement

**Exhibit A**

**Project Description**

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

Exhibit A



**Exhibit B**

**Legal Description of the Property**

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

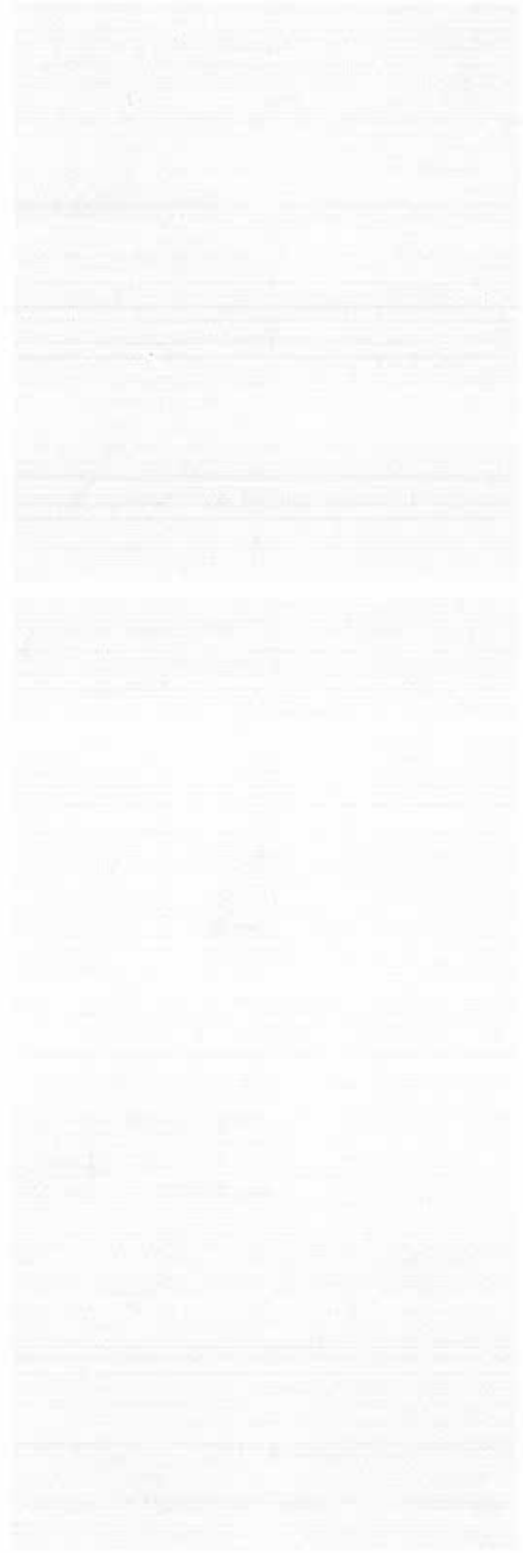
Lots 1 and 2 Block 17, Lots 6,7,8,9, and 10, Block 16, City of Isleton, Containing 35,630 square feet (M/L). AP# 157-0073-031.

Exhibit E



**Exhibit D**

**Memorandum of Development Agreement**



Recording Requested by and

When Recorded Return to:

City of Isleton  
101 2<sup>nd</sup> St.  
Isleton, CA 95641

No recording fee required pursuant to  
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF DEVELOPMENT AGREEMENT  
WTO Essentials, Inc.**

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

"DEVELOPER"

CITY OF ISLETON,  
a municipal corporation

WTO Essentials, Inc.

By: \_\_\_\_\_  
Name: [Eric Pene]  
Its: Mayor  
Dated: [date]

By: \_\_\_\_\_  
Name: Charles Smith  
Its: \_\_\_\_\_  
Dated: [date]

"OWNER"

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: [date]

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

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

Acknowledgment

State of California        )  
County of Sacramento    )

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

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

Witness my hand and official seal.

\_\_\_\_\_, Notary Public

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

Acknowledgment

State of California        )  
County of Sacramento    )

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

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

Witness my hand and official seal.

\_\_\_\_\_, Notary Public

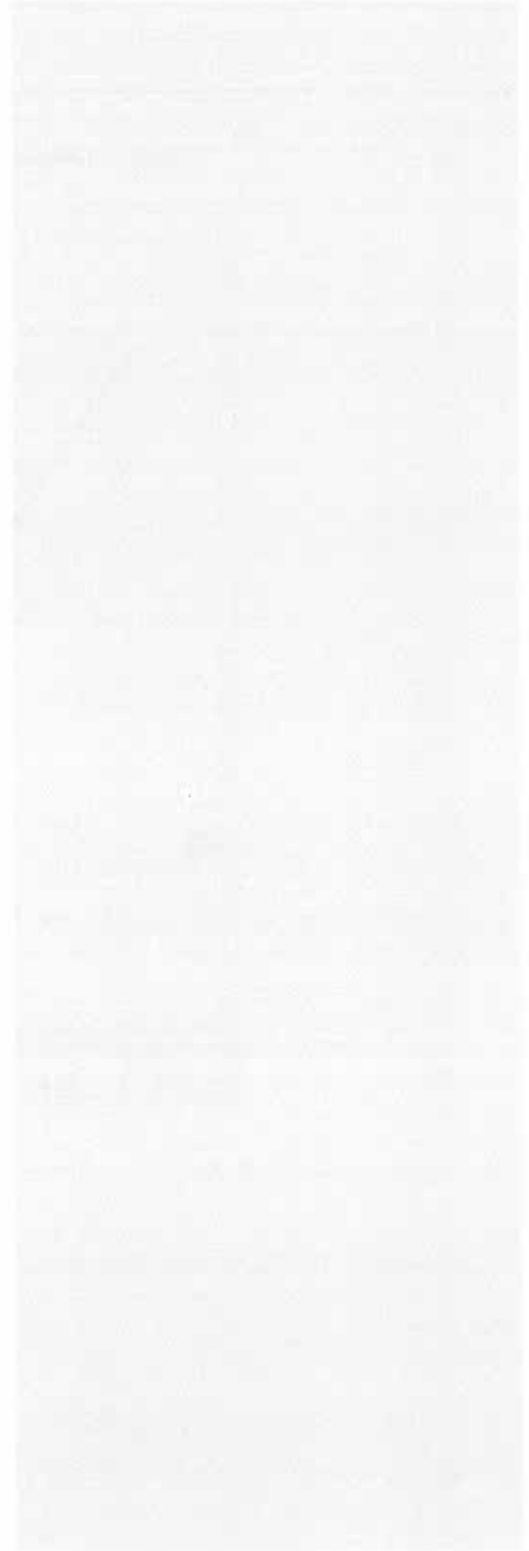


**Exhibit A to Memorandum of Agreement**

**Legal Description**

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

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





# City of Isleton

City Council  
Staff Report

DATE: June 28, 2022

ITEM#: 7.A

CATEGORY: Old Business

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

### STATEMENT

The City has been undergoing a flood risk study over the past few years. At the May 24, 2022 City Council Meeting, the draft of the study – Flood Risk Reduction Feasibility Study for the Delta Legacy Community of Isleton was presented to the Council and the public for review.

The director of the study, Mr. Jeff Twitchell, of GEI Consultants, will be presenting.

### DISCUSSION

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

### FISCAL IMPACT

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

### ATTACHMENT:

1. Executive Summary for Food Risk Reduction Feasibility Study.

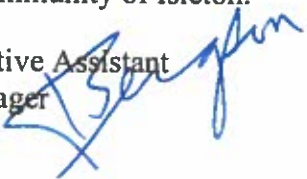
### RECOMMENDATION

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

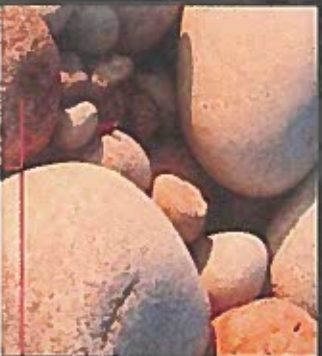
Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by Charles Bergson, City Manager

Submitted by Yvonne Zepeda, City Clerk







# DWR Small Communities Flood Risk Reduction Program (SCFRRP) Final Feasibility Study for City of Isleton - June 28, 2022

<http://floodriskreductionisleton.com/>



Flood Risk Reduction Feasibility Study for:

**Delta Legacy Community of Isleton, CA**

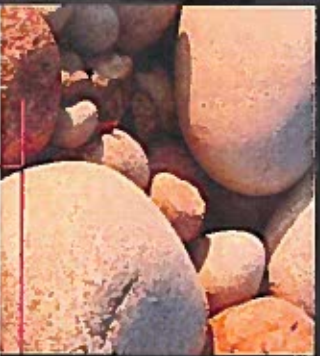
Funded by California Department of Water Resources Small Communities Flood Risk Reduction Program

Submitted to:  
City of Isleton

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



**JUNE 1, 2022 DRAFT**

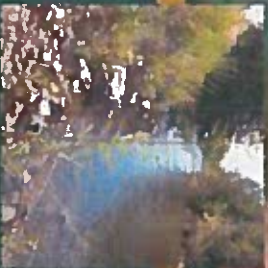


## DWR - Funded Small Communities Flood Risk Reduction Program (SCFRRP) Final Feasibility Study for City of Isleton

- CVFPP 2012-2017 Region between Tehama and Fresno Counties
- 35/37 Communities received \$500K grants/ea.
- Intended to help small communities approach **100-year flood protection**. Phase 1 funding fully provided (100%) by DWR to study the feasibility of flood risk reduction projects.
- 8 Communities within Lower Sac – North Delta RFMP (8 Delta Legacy Communities btwn. Sac./Yolo/Solano Cos.)



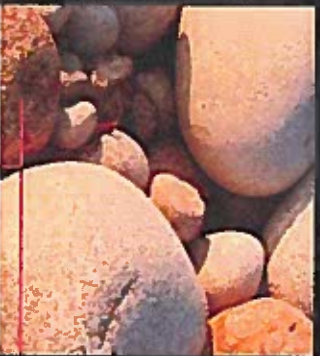
# Lower Sacramento River – Delta North RFMP – Identified 8 Small Communities in North Delta July 2014



## Lower Sacramento River/Delta North Regional Flood Management Plan

July 2014

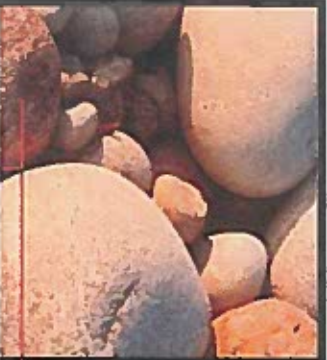
**FLOOD**  
**Protect**  
PLANNING FOR ACTION  
Lower Sacramento-Delta North Region



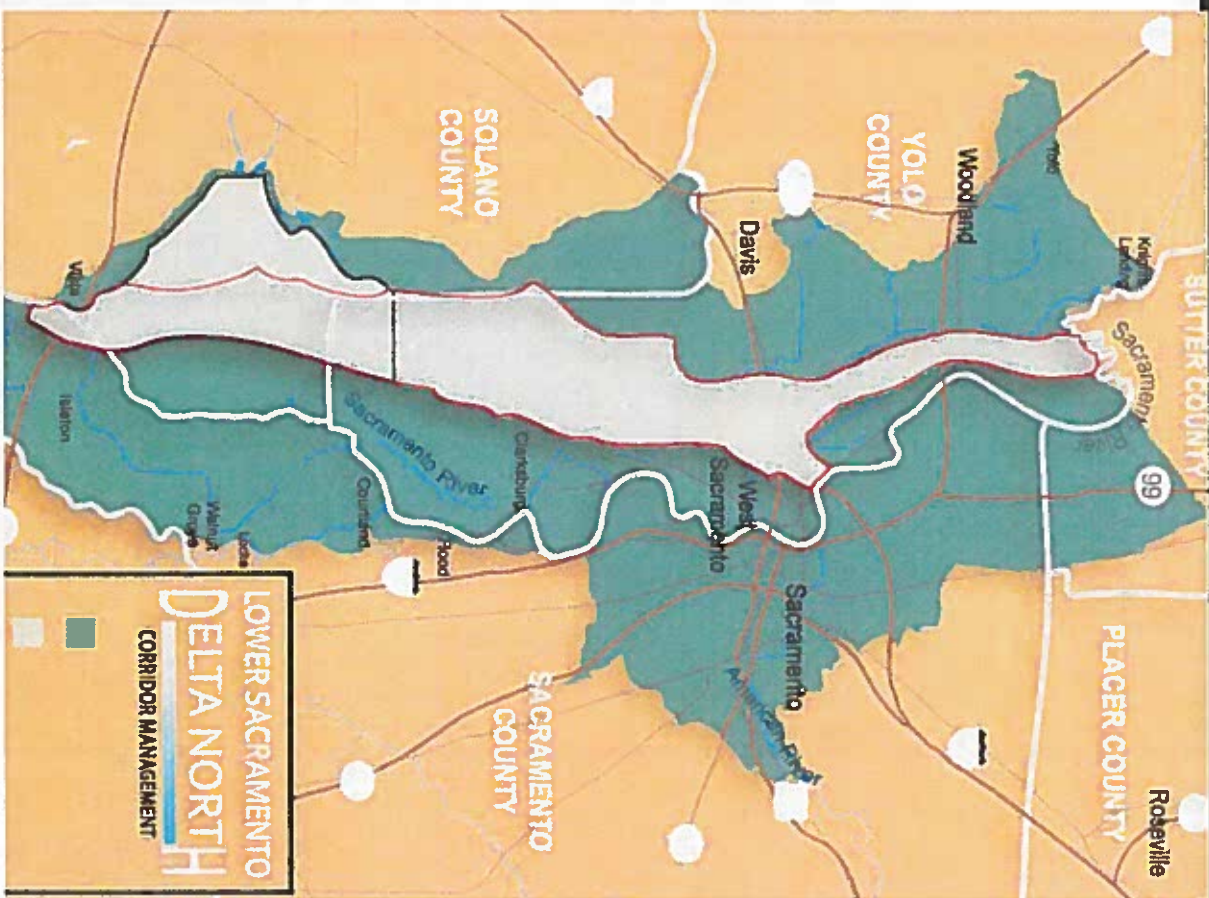
## Small Community Feasibility Studies (8 Total in North Delta)

- Sacramento County (5)
  - Courtland, Hood, Locke, Walnut Grove East,  
– Walnut Grove West and Ryde (combined)
- [City of Isleton \(1\)](#)
- County of Solano for City of Rio Vista (1)
- County of Yolo for Clarksburg (1)

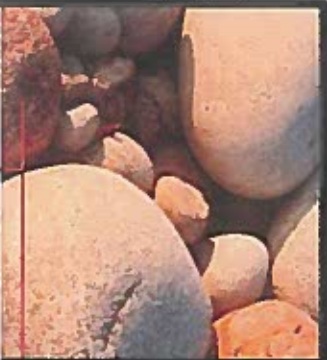




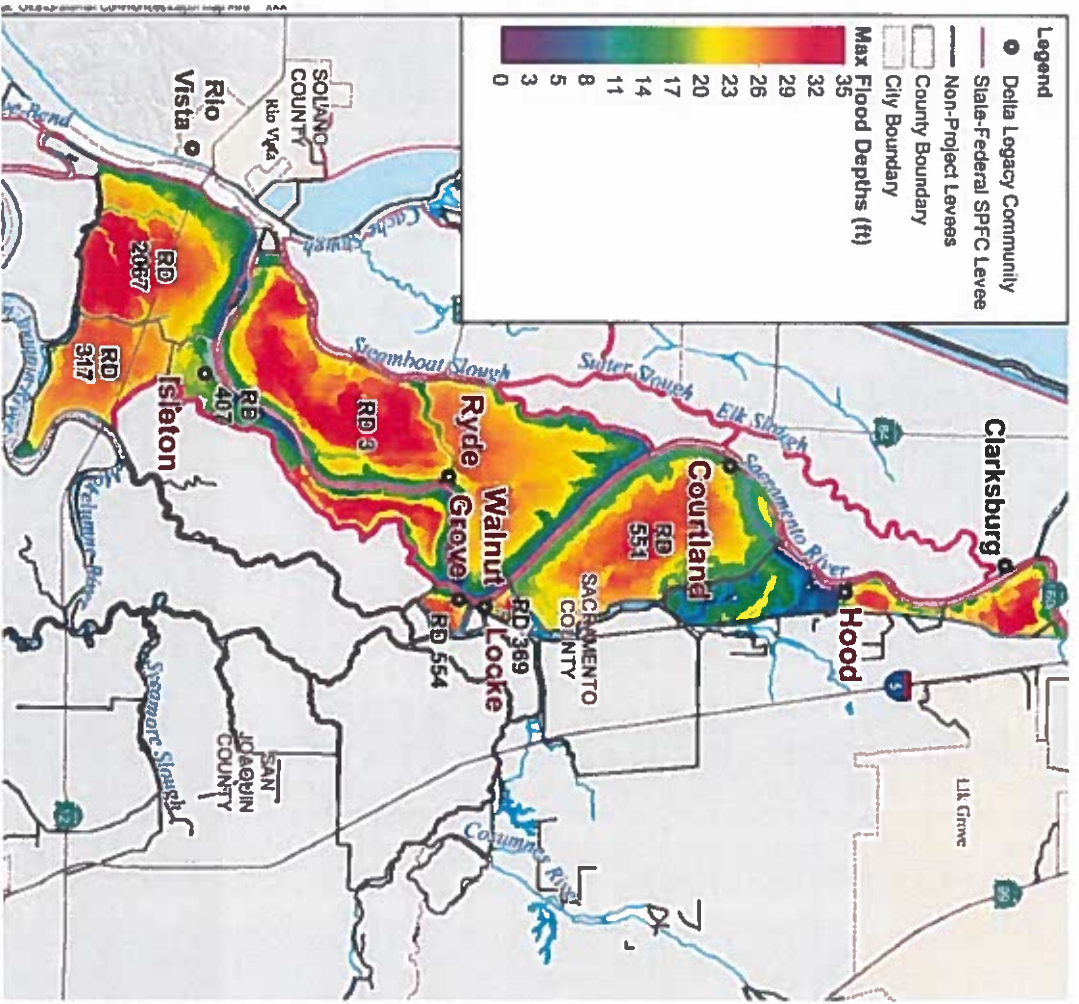
# Flood Protect Lower Sac – North Delta RFMP – Corridor Management Plan

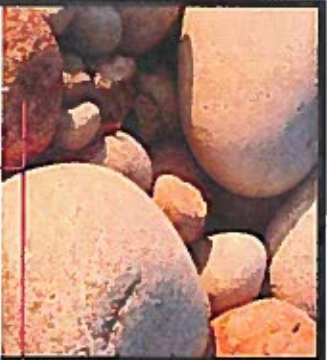






# Maximum Potential Flood Depths Greater than 15' Indicating High & Deep Flood Threat: Level A



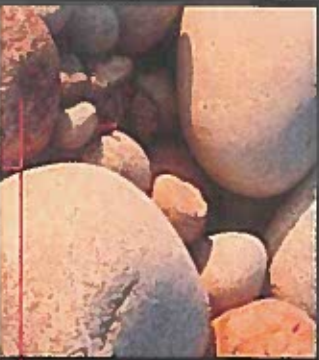


# DWR Small Community "A Rating" For Sac County Communities due to Deep Flooding Risks > 15 Ft (Source 2012 CVFPP)

Table D-3-1. Summary of Small Community Characteristics and Cost Estimates

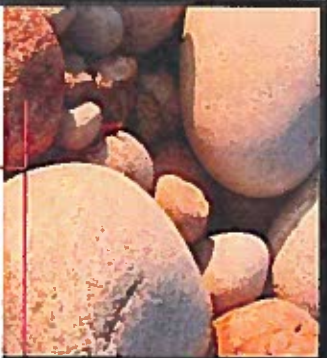
Community Name	2007 Total Population	Flood Threat Level <sup>1</sup>	First Cost	Total Owners Cost	Total Levee Miles	Type of Levee Improvement		
						Fix Existing Levee	New Levee	Cost Curved Applied <sup>2</sup>
Knights Landing	1,776	A	\$30,689,566	\$7,408,413	2.81	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grayson	1,172	A	\$2,929,545	\$792,909	0.70	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Isleton	831	A	\$45,893,744	\$16,136,223	5.06	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Walnut Grove	811	A	\$69,176,968	\$23,085,452	10.40	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mendham	756	A	\$18,790,261	\$6,711,266	1.85	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Courland	695	A	\$13,572,900	\$4,678,733	8.62	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robbins	367	A	\$30,768,589	\$12,668,419	2.25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hood	212	A	\$30,169,271	\$11,427,562	1.77	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Firebaugh	6,178	B	\$30,918,288	\$9,302,363	7.73	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Colusa	5,574	B	\$54,053,821	\$12,044,135	5.25	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Durham	5,445	B	\$50,000,000	\$30,355,093	13.69	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rio Vista	5,255	B	\$32,730,207	\$8,569,092	-	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wheatland	2,476	B	\$173,483,949	\$33,658,506	15.95	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerber-Las Flores	1,524	B	\$23,420,910	\$2,449,337	3.95	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glenn	1,436	B	\$11,575,248	\$4,766,279	1.92	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clarksburg	1,401	B	\$33,583,420	\$8,493,592	3.36	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tranquility	849	B	\$32,730,207	\$8,569,092	-	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Verona	585	B	\$32,730,207	\$8,569,092	-	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Grimes	516	B	\$6,259,914	\$1,120,875	1.38	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Princeton	489	B	\$42,476,797	\$10,157,545	-	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Butte City	291	B	\$6,217,933	\$1,811,935	1.47	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Protected by SPFC

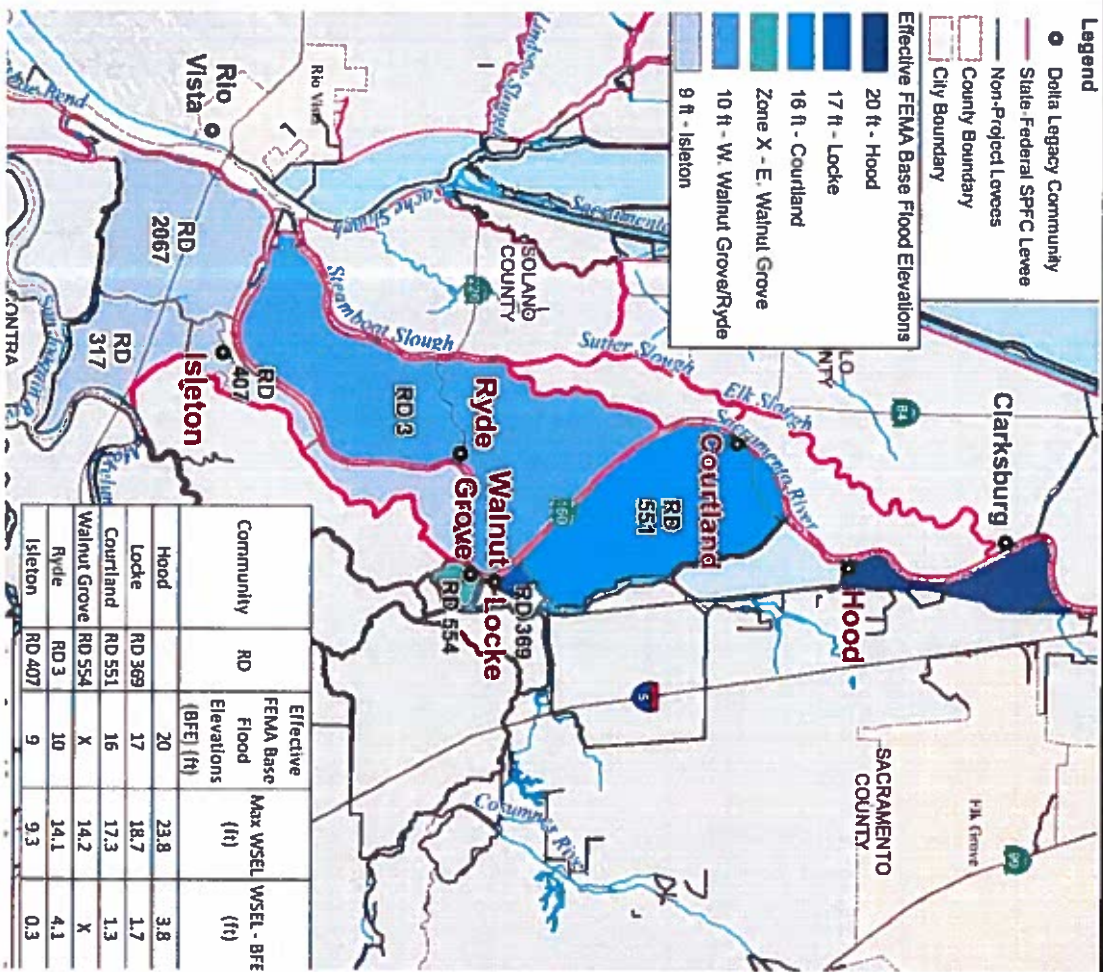


## Local Property Improvement Values Utilized by DWR for 2017 CVFPP Expected Annual Damages (EAD) (Source 2017 CVFPP)

Values Used for EAD Analysis					
SAC	Area	Structures Total Value (\$Thousands)	Estimated Crop Value (\$Thousands)	Vehicle Value (\$Thousands)	Total Value (\$Thousands)
13	Knights Landing	104,703	123	4,674	109,500
44	Stone Lake	3,455,771	35,419	268,442	3,759,632
45	Hood	26,759	21	1,323	28,103
47	RD 551	23,763	20,812	835	45,410
48	Courtland	22,322	76	1,521	23,919
50	Grand Island	81,168	37,136	5,519	123,823
51	Locke	46,687	218	629	47,534
52	Walnut Grove	68,852	327	2,487	71,666
<b>54</b>	<b>Andrus Island</b>	<b>181,317</b>	<b>31,122</b>	<b>8,213</b>	<b>220,652</b>



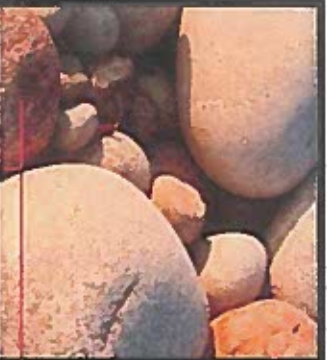
# Maximum Water Surface Elevations from Levee Breaches RD Residual Flood Pools higher than FEMA BFE



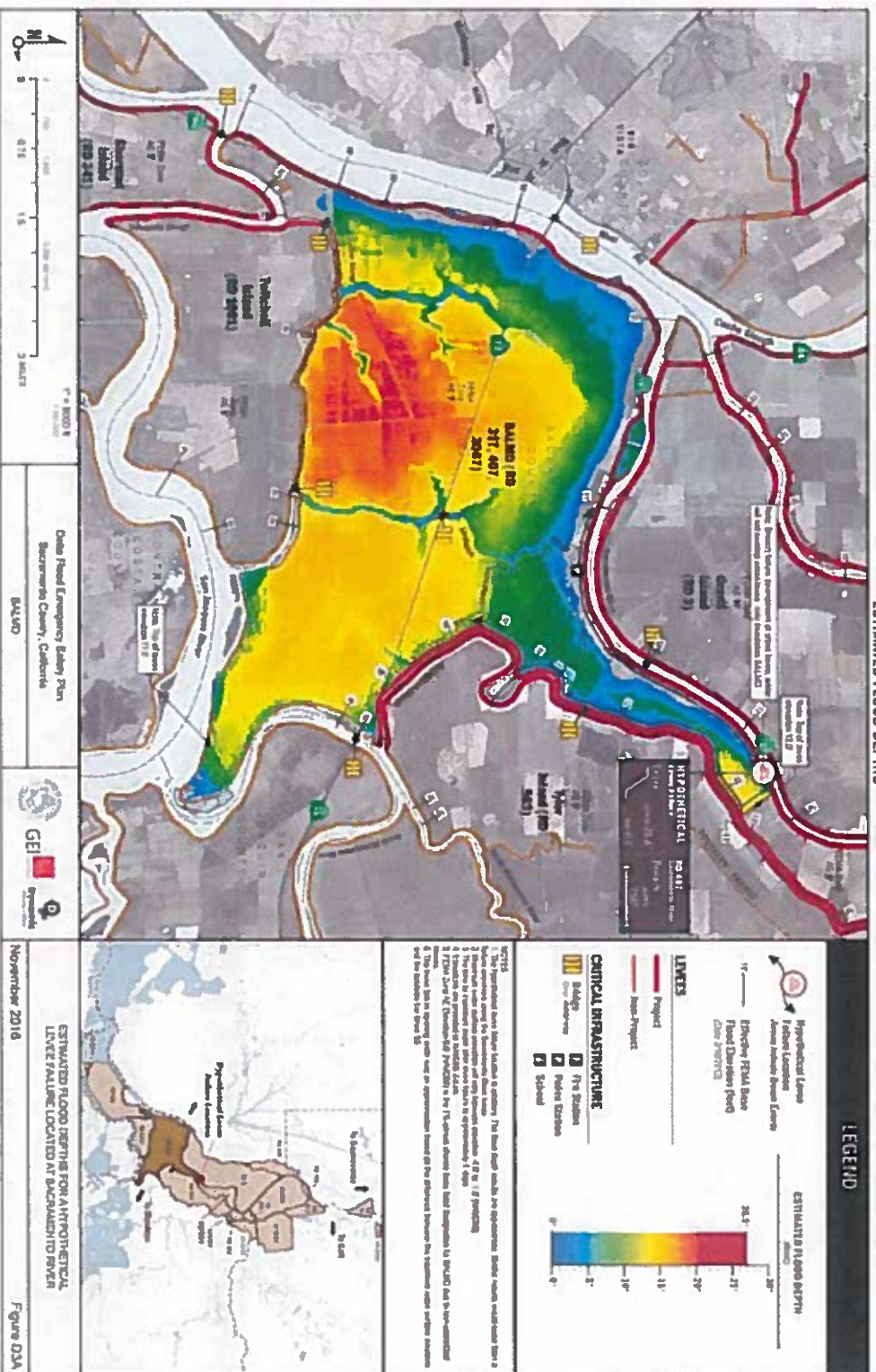


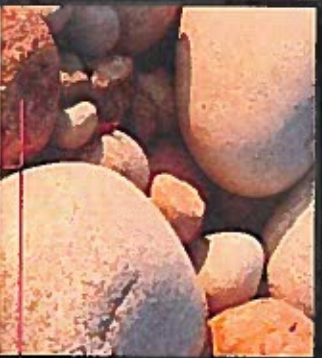




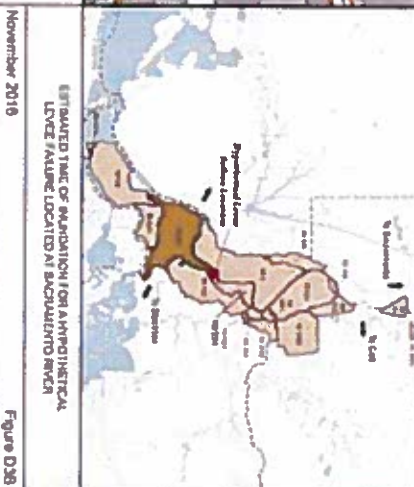
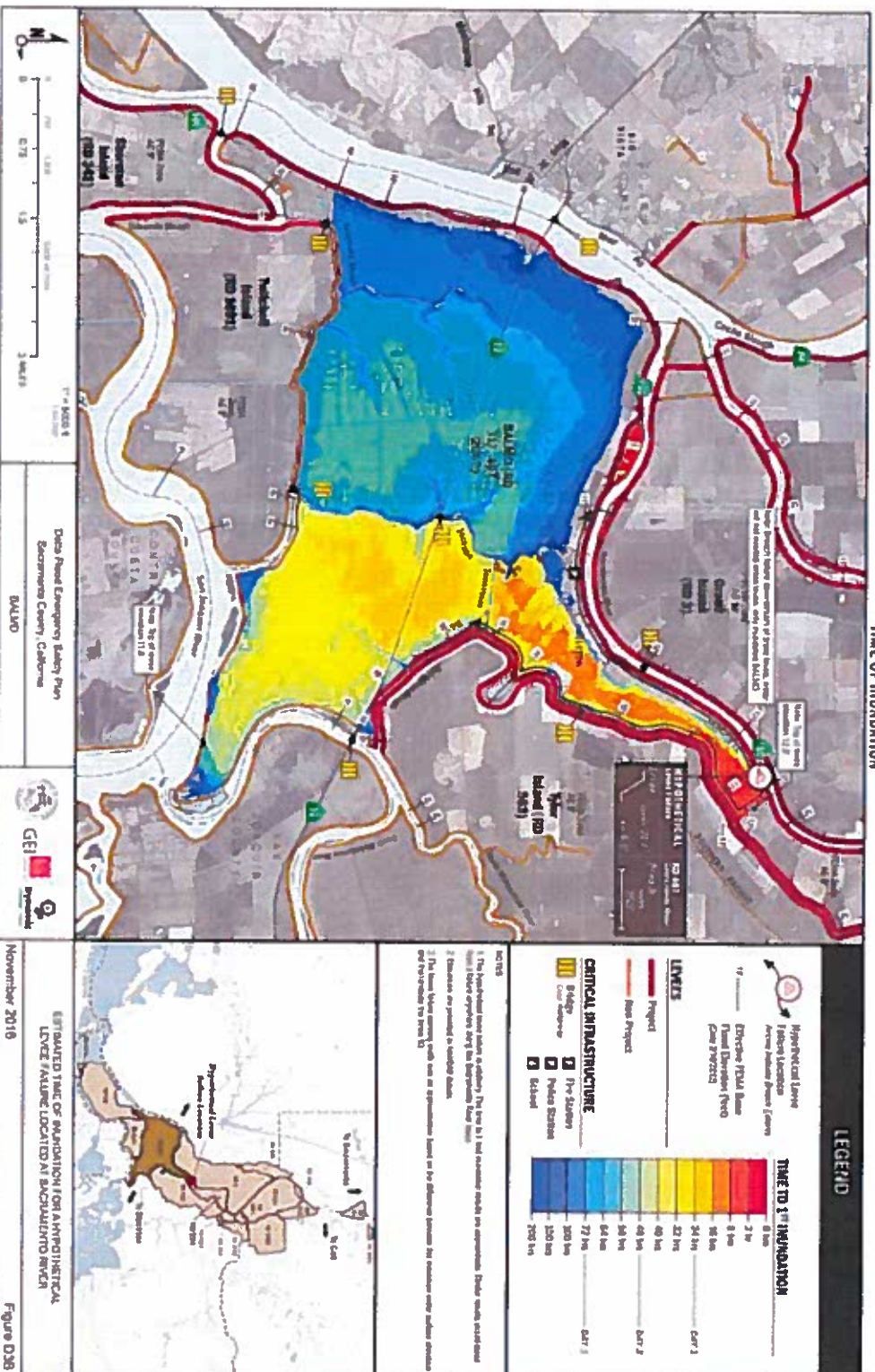


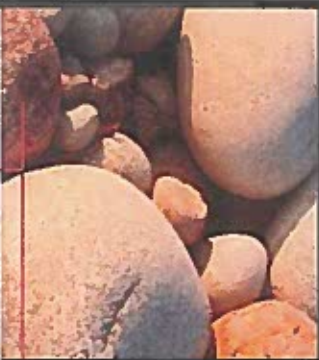
# Estimated Flood Depths from Levee Breach on Sac River U/S of Isleton



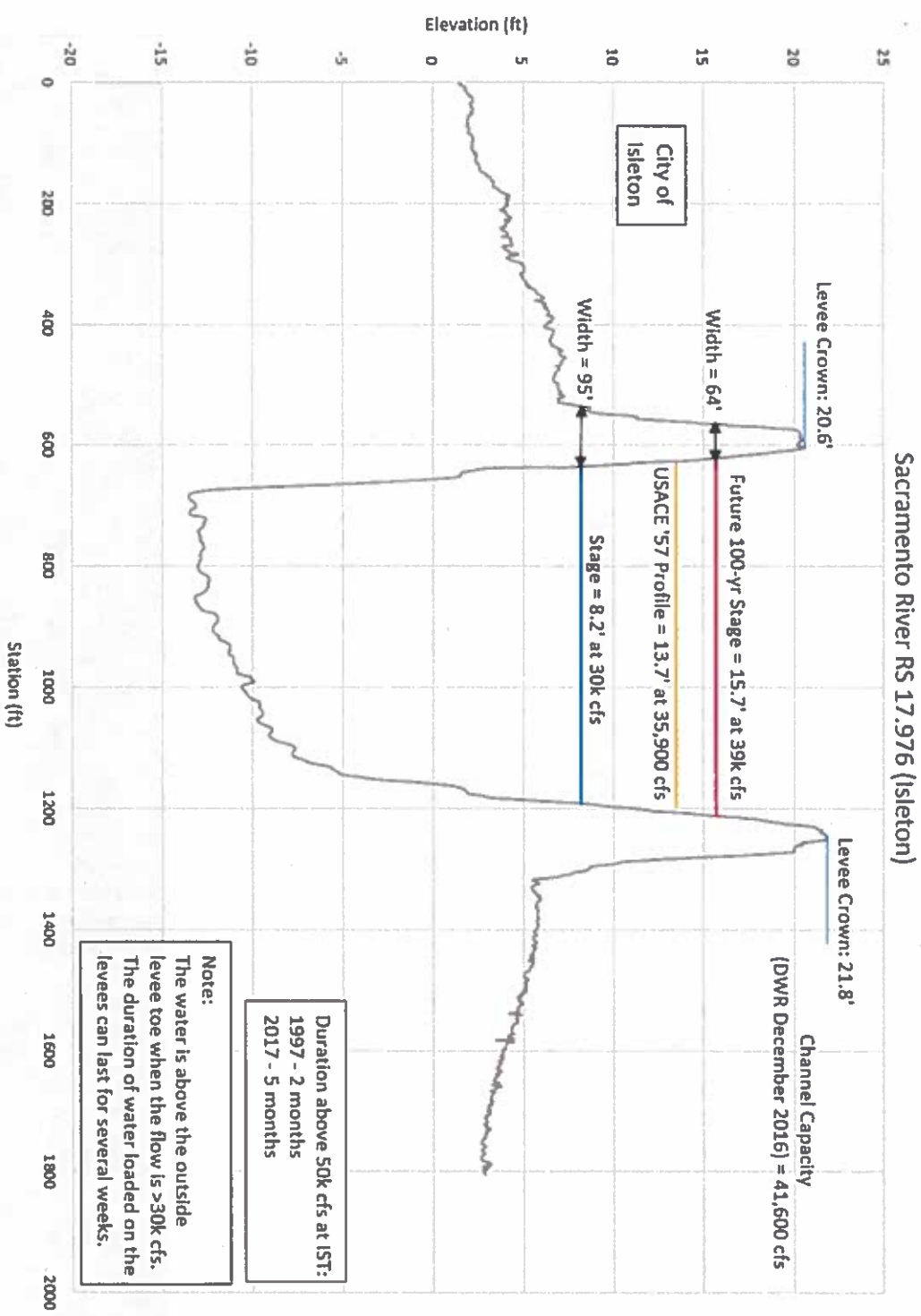


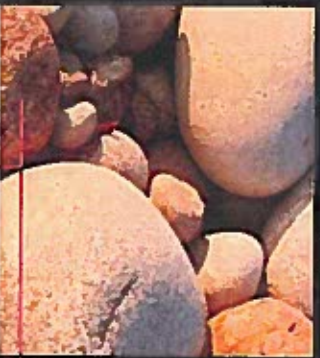
# Estimated Time to 1 ft. Inundation from Levee Breach on Sac River U/S of Isleton





# Cross Section of Sacramento River Channel and Levees at Isleton





# Cross Section of Georgiana Slough Channel near Fertile Acres – W Tyler Island Bridge Rd.

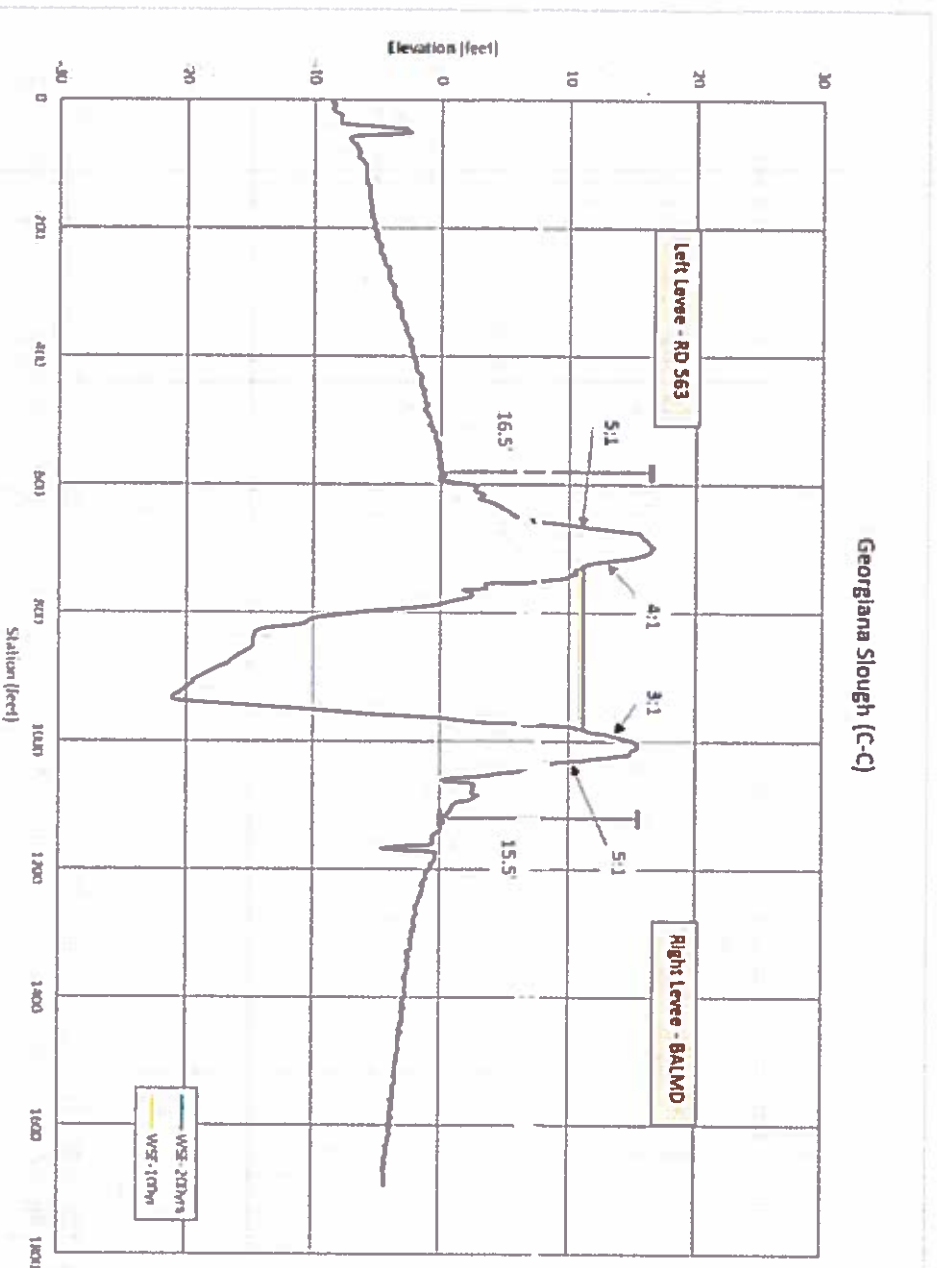
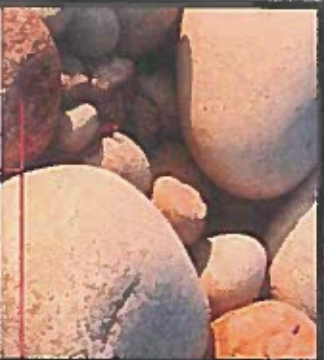
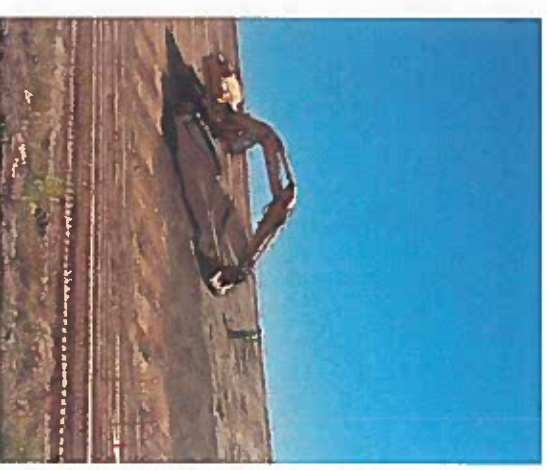


Figure 7C: Georgiana Slough

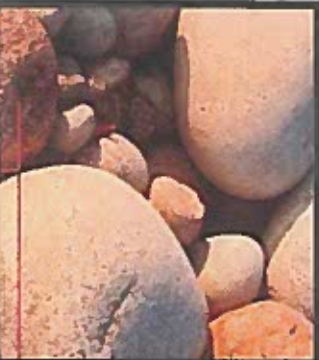


## Alternative Flood Risk Reduction Measures Previously Identified by DWR

- Structural Flood Risk Reduction Measures
  - Fix-in-Place Perimeter Levees
  - Ring Levee/Cut-off Levees
- Non-Structural Measures
  - Elevate Existing Structures
  - Floodplain management, Relief Cuts
  - FEMA Reform – Sac River Communities Supporting Agriculture Economy (AFOTF)

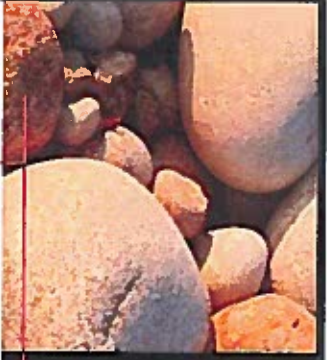




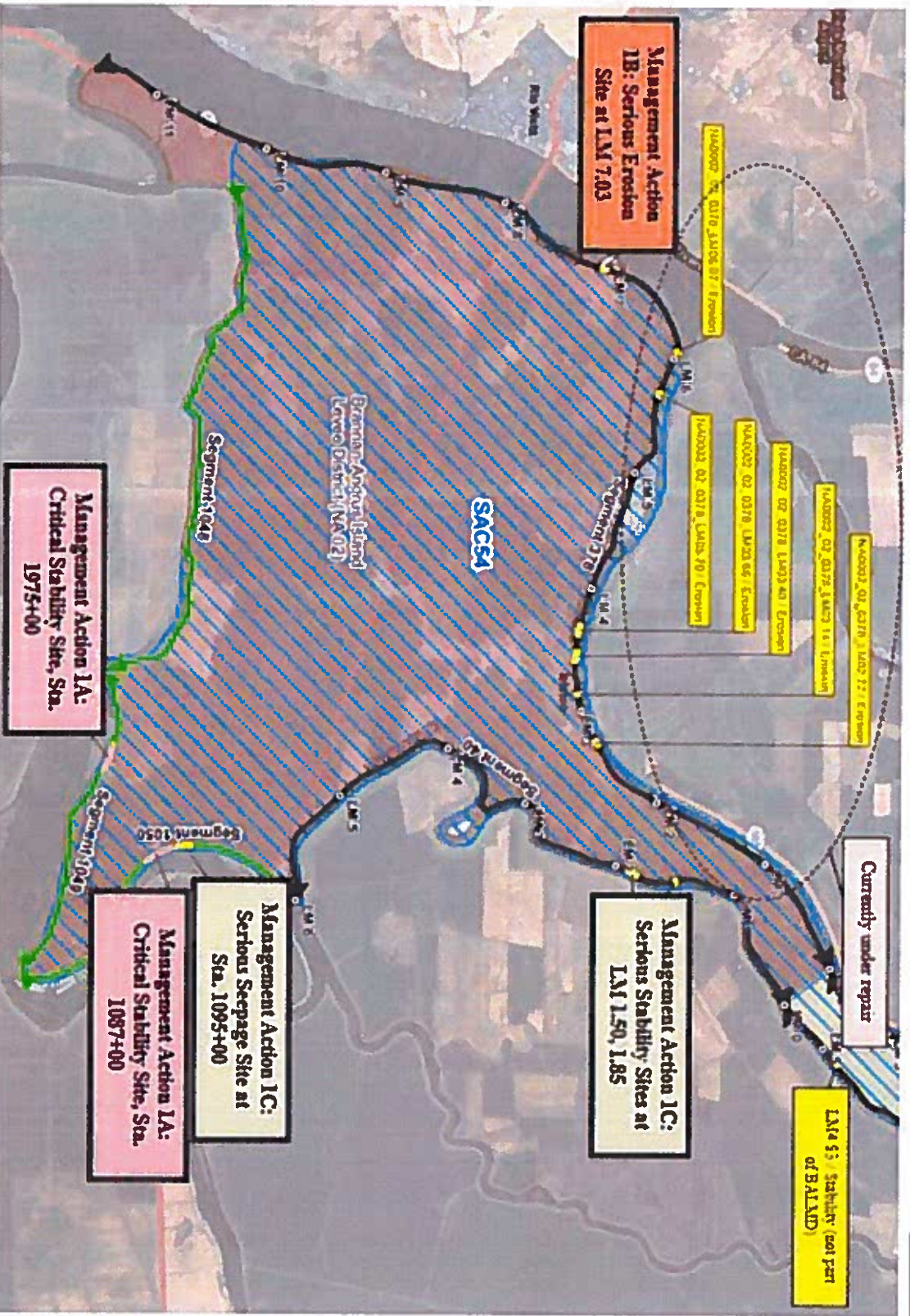


## **Isleton/BALMD Preferred Alternatives to Reduce Flood Risks Identified in Feasibility Study**

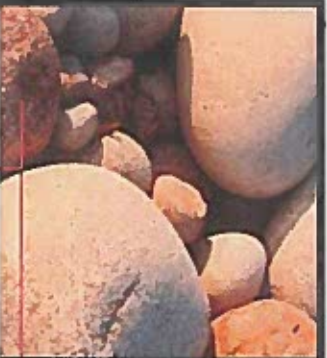
- Repair/Improve Existing Perimeter Levees (fortify weakest levee segments protecting small communities)
- Pursue Flood Access Road and/or Potential Cut-off Levee(s)
- Pursue Multi-Objectives to Reduce Local Cost-Share
- Pursue Alternatives to Expensive FEMA Flood Insurance with Geological Hazard Abatement District (GHAD)



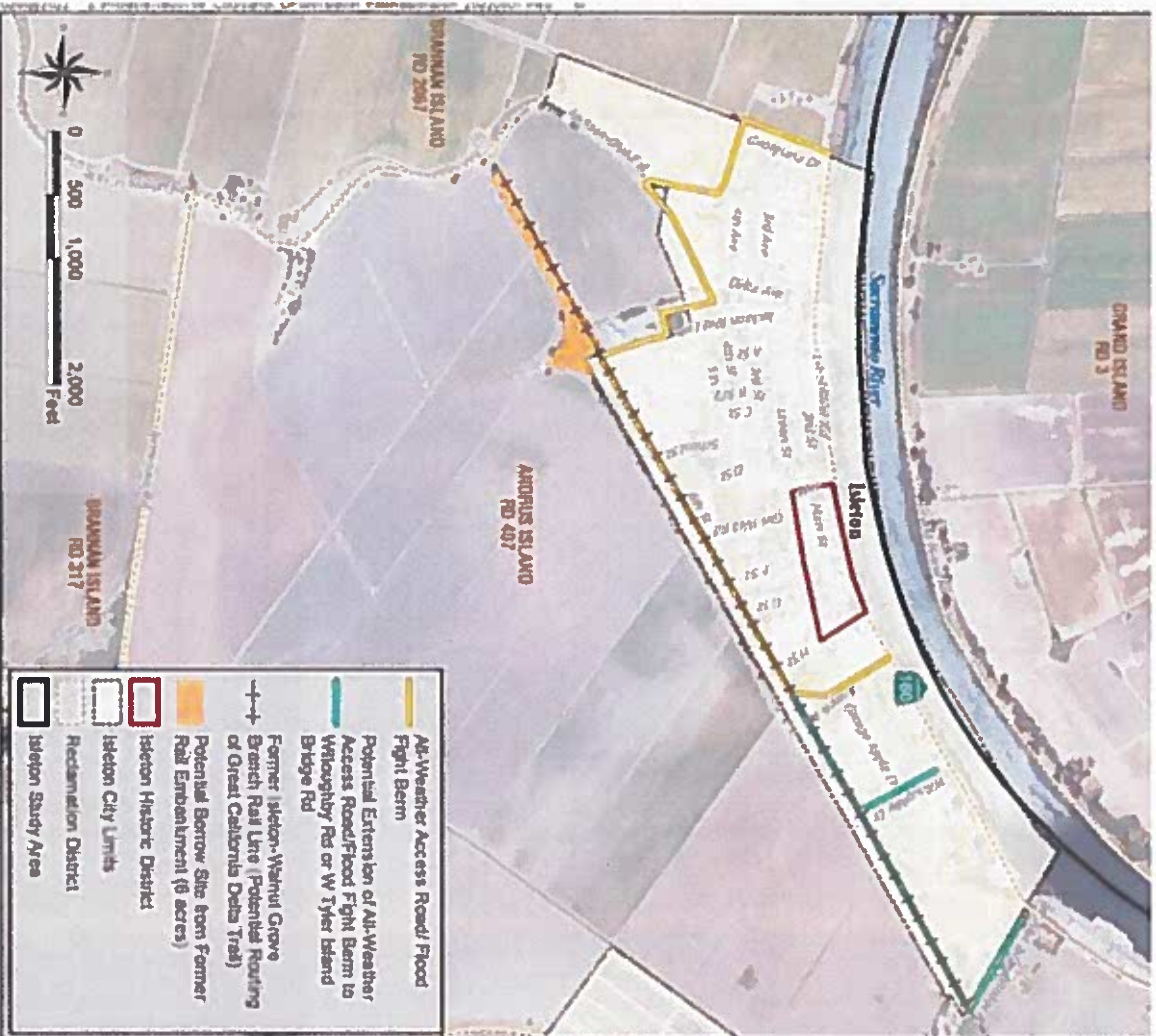
# Brannan – Andrus Island DWR Flood System Repair Project (FSRP) Critical & Serious Sites



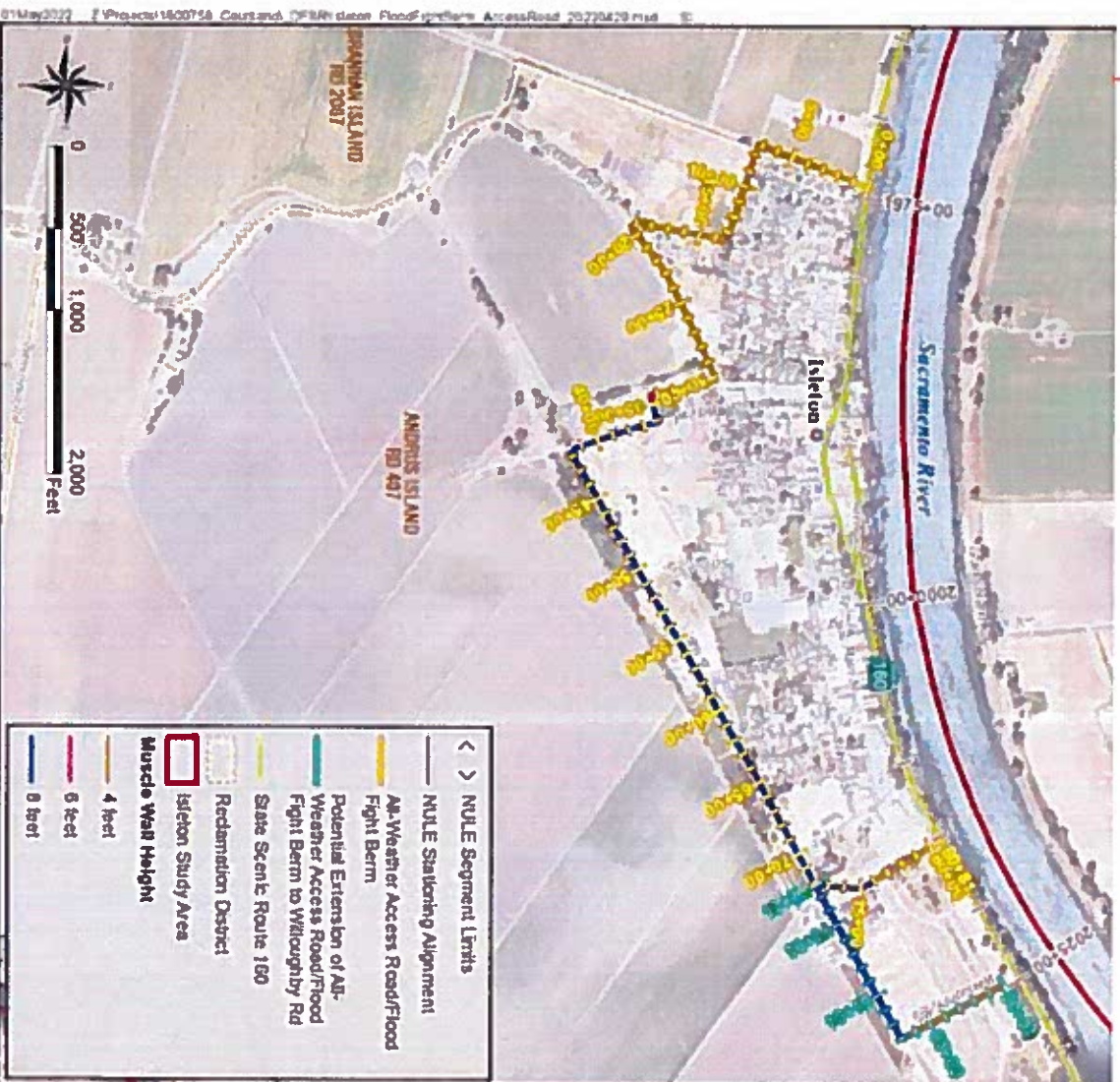




# Proposed Flood Fight Access Road - Proposition 68 Gant Application Pending



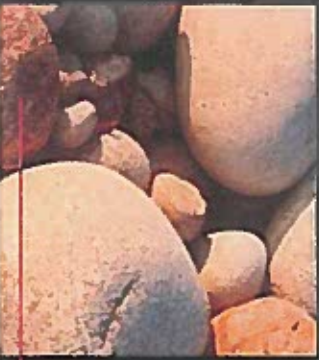
# Proposed Flood Fight Access Road - Proposition 68 Gant Application Pending



**Flood Fight Access Road Only:  
\$5.9M to \$6.3M (Prop. 68)**

**Muscle Wall: \$3.2M to \$4.4M**

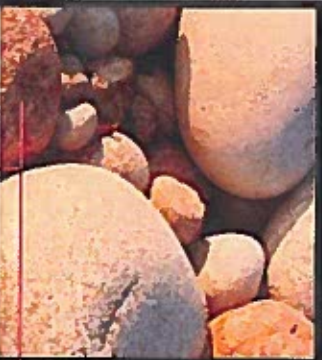
**Total for Flood Fight System:  
\$9.1M to \$10.7M**



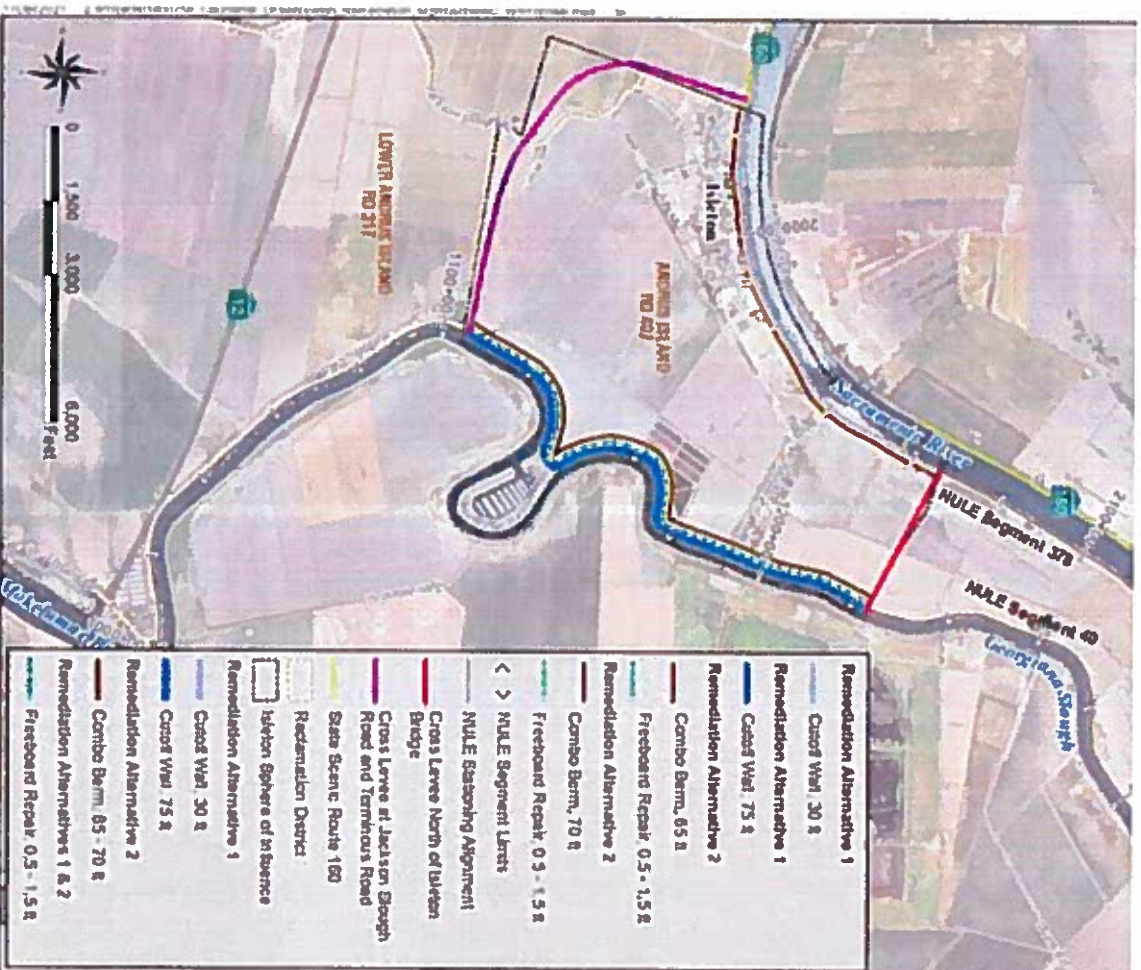
# Proposed Flood Fight Muscle Wall Procurement Costs

## Range of Procurement Costs for Muscle Wall

Muscle Wall Heights, Lengths and Associated Costs per Figure 5-18							
Height (ft.)	Length (ft.)	\$/ft.	Total Costs	Height (ft.)	Length (ft.)	\$/ft.	Total Costs
4	3,600	\$175	\$630,000	4	1,000	\$175	\$175,000
6	200	\$390.50	\$78,100	-	-	-	-
8	4,100	\$606	\$2,484,610	8	7,000	\$606	\$4,242,000
<b>Totals</b>	<b>7,900</b>		<b>\$3,192,700</b>	<b>Totals</b>	<b>8,000</b>		<b>\$4,417,000</b>



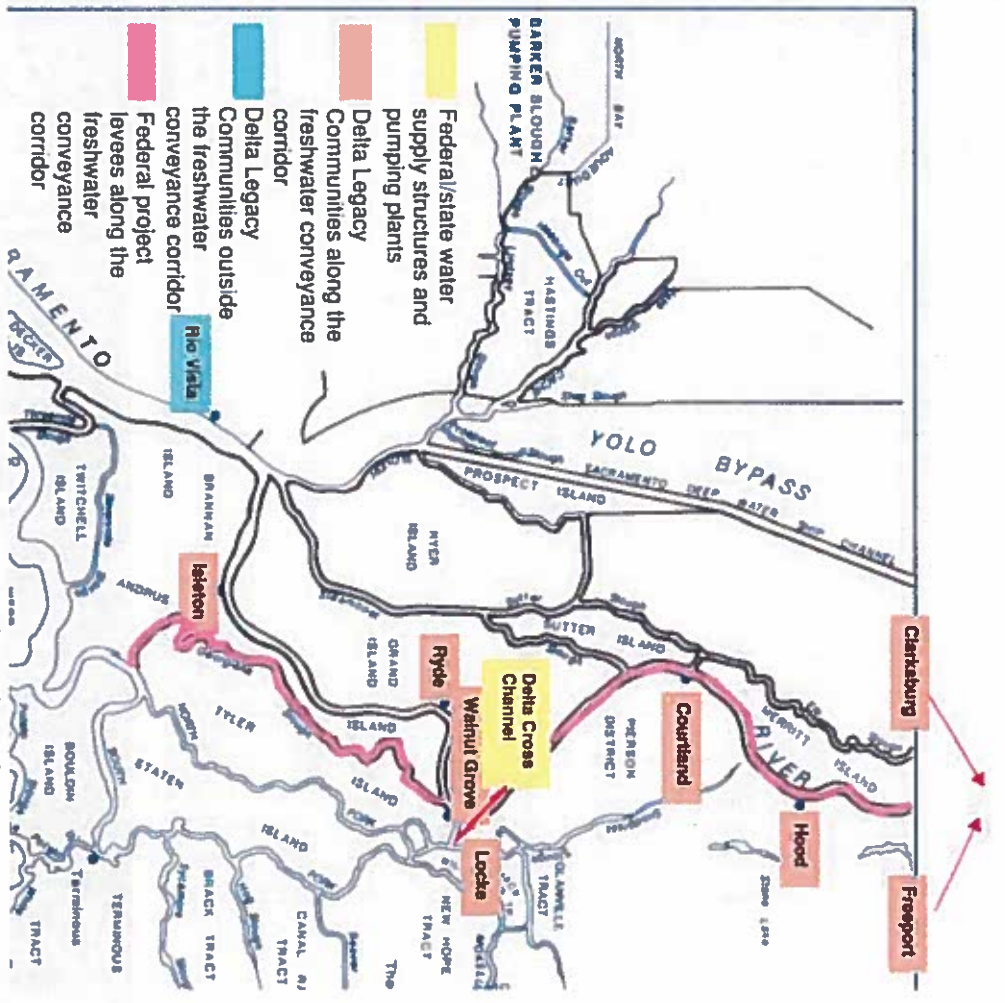
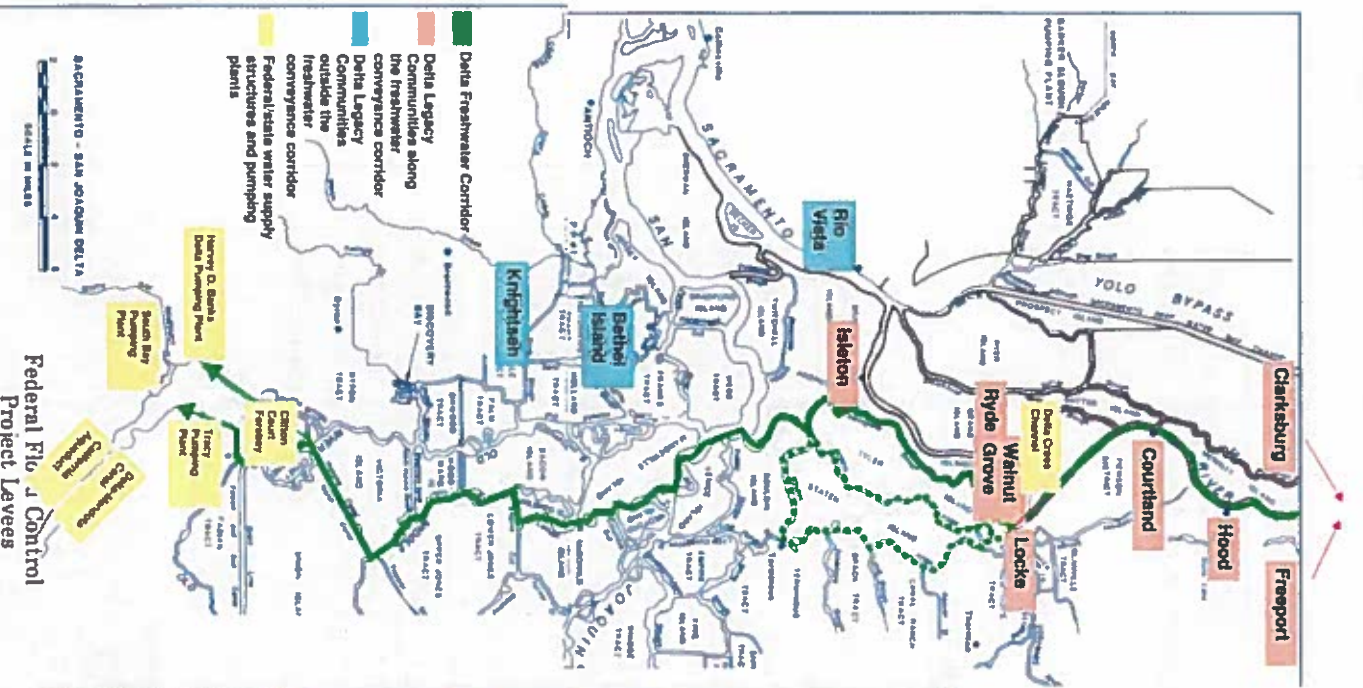
# Potential Cross Levee System(s) Coinciding with City's Sphere of Influence



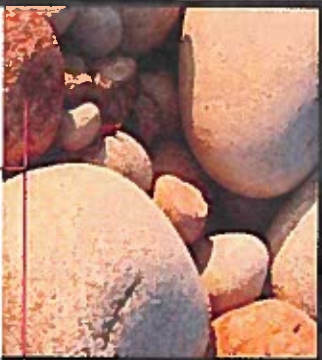
**Largest Cross Levee System Identified for City's Sphere of Influence Boundaries, including Improvements along Sacramento River and Georgiana Slough Levees:**

**\$125M - \$132M**

# Management Action 5: Improve Delta Freshwater Conveyance Corridor along Existing State/Federal Authorized (SPFC) Levee System (6.0 Miles Along Georgiana Slough)

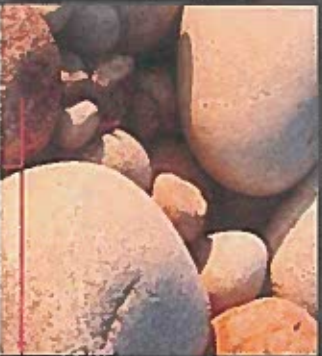


Base Map Source: DWR Delta Atlas July 1995;  
SPFC Levees Shown in Black and along Pink Corridor



# Costs of Flood Risk Reduction Measures Identified for City of Isleton (2020 \$'s)

Structural-Based Management Actions	Estimated Costs
<b>Management Action 1 (Near-Term):</b> Repair Remaining DWR FSRP Critical and Serious Sites within Project Study Area - Brannan Andrus Levee Maintenance District (BALMD)	\$6.0M
<b>Management Action 3 (Near-Term):</b> All-Weather Flood Fight Access Road (8,000 to 9,000 ft. in length) for the Community of Isleton (excluding \$3.2M to \$4.4M to procure 8,000 to 9,000 ft. of Muscle Wall)	\$5.9M – \$6.4M
<b>Management Action 4A (Long-Term):</b> Repair and Strengthen-in-Place 1.6 Miles of Levee along the Left Bank of the Sacramento River Immediately Adjacent to Isleton ( <i>deducted below as portion of MA 6C – City's Sphere of Influence Cross Levee System</i> )	\$22.2M - \$23.1M
<b>Management Action 5 (Long Term):</b> Repair and Strengthen-in-Place SFC Levee along the Right Bank of Georgiana Slough (NULE Segment 40) – 6.0 miles (with dual benefit of improving reliability and resiliency of conveying SWP and CVP water through North/Central Delta adjacent to Georgiana Slough	\$76.7M - \$106.5M (\$12.8M - \$17.8M/mile)
<b>Management Action 6C (Long-Term):</b> Isleton Sphere of Influence Cross Levee System ( <i>fless the costs for repairing and improving-in-place SFC levees between the Sphere of Influence Cross Levees included above in MAs 4A and 5C; and a small 0.4-mile portion of segment MA 5E: - \$62.4M</i> )	\$65.5M - \$65.6M
<b>Totals for Community Preferred Near-Term and Long-Term Structural-Based Management Actions 1, 3, 4A, 5, and 6C</b>	\$176.3M - \$207.6M



# Estimated Costs and Benefit Cost Ratios (BCRs) for Key Management Actions (Included in Executive Summary)

Management Action (MA)	Estimated Cost <sup>1</sup>	Total Net Reduction in EAD to the Isleton Study Area under Existing Conditions <sup>2</sup>	Flood Risk Reduction Payback Period in Years (excluding interest) <sup>3</sup>	Benefit-Cost Ratio <sup>4</sup>
Repair all 5 remaining DWR FSRP Sites in Isleton Project Area: (MAs 1A, 1B, & 1C)	\$5,991,000	\$18,219,000	0.3 year	82
Raise and Repair/Strengthen-in-Place RD 556 Cross Levee Coupled with a Relief Cut along Georgiana Slough (MA 2)	\$7,191,000 - \$7,660,000	N/A	N/A	N/A
All-Weather Flood Fight Access Road for the City of Isleton (MA 3)	\$5,898,000	\$5,762,000	1.0 year	26.4
Repair and Strengthen-in-Place up to 10.2 Miles of SPFC Levee along the Left Bank of the Sacramento River (MA 4)	\$68,177,000 - \$71,642,000	N/A	N/A	N/A
Repair and Strengthen-in-Place up to 6.0 Miles of SPFC Levee along the Right Bank of Georgiana Slough (MA 5)	\$76,768,000 - \$106,536,000	N/A	N/A	N/A
Cross Levee System (MA 6C)	\$125,257,000 - \$131,938,000	\$6,073,000	21.7 years	1.2



# Questions & Next Steps

- Feasibility Study Clarifications/Questions?
- Any Minor Edits Recommended Prior to Finalization/Adoption?
- Adopt June 1, 2022, Draft SCFRRP Feasibility Study Report for City of Isleton as FINAL SCFRRP Report for City Isleton
- Prompt Finalization Recommended for:
  - Inclusion into Current 2022 CVFPP Update
  - Securing Eligibility for Pending Grant Opportunities



# City of Isleton

## City Council Staff Report

DATE: June 28<sup>th</sup>, 2022

ITEM#: 7.B

CATEGORY: Old Business

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### **RESOLUTION 20-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA, ESTABLISHING THE RENTAL HOUSING PROGRAM FEES; ADOPT**

#### **SUMMARY**

The City Council established the Rental Housing Inspection Program on May 26, 2021 with Ordinance 2021-004 An Ordinance of the City Council of the City of Isleton Adding Chapter 5.66 to the Isleton Municipal Code Pertaining to Rental Housing Inspections.

The Rental Housing Inspection Program protects the health, safety, and general welfare of the community aimed at securing citywide compliance of rental housing properties with minimum standards of Federal, State and local habitation standards law.

#### **DISCUSSION**

##### *Housing Rental Inspection Program*

The inspection program requires rental property owners to register all of their housing units with the City and complete an inspection for conformance to habitability standards and building codes for all new units.

In addition to the new unit inspections, all units may be subject to periodic random inspection by the City no more than once a year. Buildings containing multiple rental units must have at least 10% of units, including common areas, inspected.

Rental properties that have passed at least one inspection, or have abated noticed violations within 30 days of an inspection, will be placed in the self-certification program. Property owners in the self-certification program complete a self-certification form once a year for every rental unit they own and are responsible for abating any discovered violations immediately. If a property owner is unable to abate violations they must notify the City. Units in the self-certification may be subject to random inspection by the City no more than once a year but at least once every several years.

Fee Schedule

The following are the fees (Attachment B) for the program, as proposed by Resolution 012-004:

Description	Amount
<b>Rental Housing Inspection Program Fee</b> (annual administration fee per rental unit)	\$16, annually per unit
<b>Unit Inspection Fee</b> (one-time, new rental unit inspection fee)	\$30, per new rental unit
<b>Additional Unit Inspection Fee</b> (applicable to multi-unit properties, as determined by inspector)	\$20, per unit inspected pursuant to § 5.66.090
<b>Re-inspection Fee</b>	\$20, per re-inspection pursuant to § 5.66.130

**FISCAL IMPACT**

A small increase in annual revenue is offset by additional staff time required to establish and administer the program.

**RECOMMENDATION**

Staff recommends that City Council adopt Resolution 20-22 A Resolution of the City Council of the City of Isleton, California Establishing the Rental Housing Inspection Program Fees.


**ATTACHMENTS**

- A. Resolution 20-22 An Resolution of the City Council of the City of Isleton, California Establishing the Rental Housing Inspection Program Fees
- B. City of Isleton Rental Housing Inspection Program Fee Schedule
- C. Ordinance 2021-004, Establishing Rental Housing Inspection Program

Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, Deputy City Clerk



**RESOLUTION NO. 20-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA,  
ESTABLISHING THE RENTAL HOUSING PROGRAM FEES**

**WHEREAS**, the City Council established the Rental Housing Inspection Program on May 26, 2021 with Ordinance 2021-004 An Ordinance of the City Council of the City of Isleton Adding Chapter 5.66 to the Isleton Municipal Code Pertaining to Rental Housing Inspections that protects the health, safety, and general welfare of the community by establishing a rental housing inspection program aimed at securing citywide compliance of rental housing properties with minimum standards of Federal, State and Local Law;

**WHEREAS**, the City Council recognizes that the preservation of existing rental housing stock is of tremendous importance. Rental housing provides need, affordable housing for many and is a valuable asset that must be preserved and maintained. The public interest demands that all rental housing properties comply with the minimum standards regarding the health and safety of the public. The most effective way to seek universal compliance with the minimum standards is through routine periodic inspections of all rental housing properties; and

**WHEREAS**, the City Council desires to recover all costs to operate and maintain the Rental Housing Inspection Program.

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF ISLETON DOES HEREBY  
ORDAIN AS FOLLOWS:**

Section 1. The Schedule of fees for the Rental Housing Inspection Program Fees and Related Charges are set forth on Attachment "A" City of Isleton Rental Housing Inspection Program Fees".

**BE IT FURTHER RESOLVED** that this Resolution is adopted pursuant to City of Isleton Municipal Code Title V – Health and Safety, Chapter 5.66 Rental Housing Inspection Code

**PASSED, APPROVED, AND ADOPTED this 28th day of June 2022, by the following vote:**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**MAYOR, Eric Pene**

**ATTEST:**

\_\_\_\_\_  
**DEPUTY CITY CLERK, Yvonne Zepeda**





# CITY OF ISLETON

## RENTAL HOUSING INSPECTION PROGRAM FEE SCHEDULE

### RESOLUTION NO. 20-22

Description	Amount
<b>Rental Housing Inspection Program Fee</b> (annual administration fee per rental unit)	\$16, annually per unit
<b>Unit Inspection Fee</b> (one-time, new rental unit inspection fee)	\$30, per new rental unit
<b>Additional Unit Inspection Fee</b> (applicable to multi-unit properties, as determined by inspector)	\$20, per unit inspected pursuant to § 5.66.090
<b>Re-inspection Fee</b>	\$20, per re-inspection pursuant to § 5.66.130



# City of Isleton

## City Council Staff Report

DATE: June 28, 2022

ITEM#: 7.C

CATEGORY: Old Business

### **AGREEMENT BETWEEN CITY OF ISLETON AND SACRAMENTO AREA COUNCIL OF GOVERNMENTS FOR FUND TRANSFER FOR MAIN STREET ROAD REHABILITATION AND STREETScape IMPROVEMENTS SAC25259; APPROVE**

#### **SUMMARY**

In the 2019 Flexible Funding Round, SACOG funded Main Street Road Rehabilitation and Streetscape Improvements Project SAC25259.

On September 21, 2021, SACOG secured \$337,000 in Measure A funds from the City of Elk Grove for use on eligible transportation projects, such as the City of Isleton's Main Street project. The scope of work includes roadway excavation, pavement repairs, curb repair and related streetscaping.

#### **DISCUSSION**

The City was awarded these funds, \$337,000 for Main Street from a Federal Program – RSTP (Regional Surface Transportation Program). RSTP funds are fairly restrictive and cumbersome to manage. The City of Elk Grove is in need of RSTP funds and SACOG has offered to facilitate a transfer of these RSTP funds between Isleton and Elk Grove. Elk Grove would receive the City's RSTP funds and the City will receive Elk Grove's allotment of County Measure A funds. The County Measure A funds are more flexible and have less restrictions on time of project delivery.

#### **FISCAL IMPACT**

There is no fiscal impact to the City for this exchange.

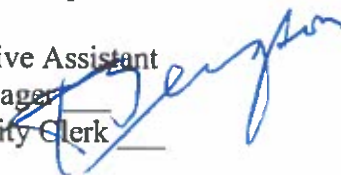
#### **RECOMMENDATION**

It is recommended City Council the fund exchange agreement between SACOG and the City to consolidate Federal funds into fewer projects and fund Main Street Road Rehabilitation and Streetscape Improvements (SAC25259).

#### **ATTACHMENTS**

- A. Isleton Agreement with SACOG for Main Street Road Rehabilitation and Streetscape Improvements Project SAC25259
- B. 2021 Elk Grove and SACOG fund swap and consolidation 9-27-21 Signed
- C. City Council Staff Report, Revised Scope of Work and Meeting Minutes 09-10-19

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









1415 L Street,  
Suite 300  
Sacramento, CA  
95814  
916.321.9000  
sacog.org

RECEIVED

JUN 10 2022

June 9, 2022

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

Re: Fund Exchange, Main Street (SAC25259)

Dear Mr. Bergson:

This letter confirms the agreement between the City of Isleton (City) and the Sacramento Area Council of Governments (SACOG) for a fund transfer between projects to consolidate federal funds onto fewer projects.

Background

In the 2019 Flexible Funding Round, SACOG funded **Main Street Road Rehabilitation and Streetscape Improvements (SAC25259, "Main Street")** on the condition that Isleton develop a more detailed implementation strategy in consultation with the project delivery staff at SACOG. The intent of the award was that Isleton exchange the federal funds programmed by SACOG to Main Street with local Measure A funds. By using local funds, Isleton could avoid the delays and costs of navigating the federal aid process.

On September 21, 2021, SACOG secured \$337,000 in Measure A funds from the City of Elk Grove for use on eligible transportation projects, such as the City of Isleton's Main Street project. In the agreement SACOG agreed to follow the STA definition of eligible expenditures for Measure A – City Street and County Road Maintenance Program and report to the City of Elk Grove on the use of these funds as required by STA (Attachment).

This agreement is beneficial to Isleton because it will simplify the delivery of the Main Street project. The agreement is beneficial to SACOG, the Federal Highway Administration, and Caltrans Local Assistance because it would decrease the number of federal aid projects the agencies must administer.

Agreement

1. SACOG agrees to deprogram \$337,000 RSTP from Isleton's Main Street project and program \$337,000 Measure A funds via an administrative modification to the Metropolitan Transportation Improvement Program (MTIP) by July 15, 2022.
2. The City agrees to construct the Main Street project as described in the MTIP.
3. The City further agrees to comply with any and all requirements for spending STA Measure A funds, including reporting to SACOG and the City of Elk Grove on the use of the funds.
4. The City agrees to submit project status updates on Main Street to SACOG by e-mail no less than annually on July 1st of each year, beginning July 1, 2023.
5. Isleton agrees that the project will be completed (open to the public) by December 31<sup>st</sup>, 2024. Within six months of the completion of Main Street, Isleton agrees to email a final report with photographs of the physical construction, including any relevant

- Auburn
- Citrus Heights
- Colfax
- Davis
- El Dorado County
- Elk Grove
- Folsom
- Galt
- Isleton
- Lincoln
- Live Oak
- Loomis
- Marysville
- Placer County
- Placerville
- Rancho Cordova
- Rocklin
- Roseville
- Sacramento
- Sacramento County
- Sutter County
- West Sacramento
- Wheatland
- Winters
- Woodland
- Yolo County
- Yuba City
- Yuba County

June 9, 2022

Re: Fund Exchange, Main Street (SAC25259)

documentation needed to demonstrate full project delivery. (The report may be submitted as a hard copy or an electronic copy.)

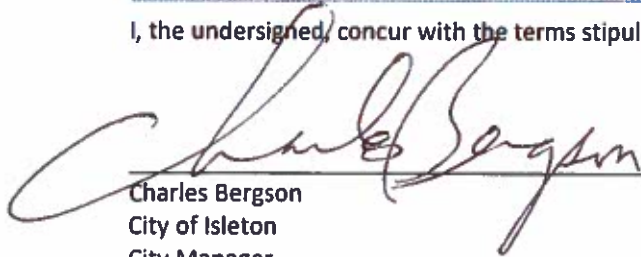
Isleton acknowledges that failure to perform on or deliver the project may be considered by SACOG as a disqualifying or discounting factor for existing or future projects proposed through SACOG's funding programs.

Sincerely,

James Corless  
Executive Director

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I, the undersigned, concur with the terms stipulated in the above letter.



Charles Bergson  
City of Isleton  
City Manager

22 JUNE 2022  
Date

cc:  
Kristin Parsons, City of Elk Grove  
Kristina Svensk, SACOG  
José Luis Cáceres, SACOG  
Loretta Su, SACOG



1415 L Street  
Suite 300  
Sacramento, CA  
95814  
  
916.321.9000  
sacog.org

September 27, 2021  
  
Jeffrey R. Werner  
Public Works Director/City Engineer  
Public Works  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758

**Re: 2021 Elk Grove and SACOG Fund Consolidation and Exchange**

Dear Mr. Werner:

This letter confirms the agreement between the City of Elk Grove (Elk Grove) and the Sacramento Area Council of Governments (SACOG) for a fund exchange and consolidation.

Background

In the 2015 Flexible Funding Round, SACOG funded the **Arterial Roads Rehabilitation** (“Arterial Roads,” SAC25011, Local ID WPR014). The level of the rehabilitation work has increased since the grant application was originally submitted, and the City has added additional local funds to the project to cover the increased cost. Rather than delivering the increased cost with local funds, the City would like to transfer \$700,000 of Measure A local funds to SACOG and replace them with federal funds, such as Regional Surface Transportation Program (RSTP)

In December 2018, the SACOG programmed \$802,000 in RSTP funds for a Regional Program grant to the City’s **ITS Phase 5A - Signal and Intersection Modifications** (“ITS 5A,” SAC25170, WTR057). Since then, the City received approval from SACOG to revise the scope of ITS 5A to use wireless technology. The City would like to exchange the \$802,000 of RSTP for State STIP funds controlled by SACOG. The City would also like to combine the scope and State STIP funds onto a larger project, **Citywide Traffic Signal Enhancements and Congestion Relief Project** (Local ID WTR094).

In April 2021, SACOG awarded a Regional Program grant of \$1,035,000 to the **Elk Grove Boulevard Adaptive Traffic Signal Pilot Project** (“Adaptive Pilot”). That same month Caltrans awarded Highway Safety Improvement Program (HSIP) Cycle 10 state grant funds to the City in the amount of \$8,830,200 for Traffic signal modifications at 76 intersections. The City would like to exchange the \$1,035,000 Congestion Mitigation and Air Quality Program (CMAQ) funds for of State STIP funds to deliver the project with zero federal funds. The City would also like to combine the SACOG-awarded project scope with the Caltrans HSIP project scope and rename the project, **Citywide Traffic Signal Enhancements and Congestion Relief Project** (Local ID WTR094).

Analysis

SACOG would benefit by receiving local funds it could program to projects that need flexible funding.

The agreement would benefit Elk Grove because it will simplify and accelerate the delivery of three separate projects and use state funds in lieu of federal funds on two projects. The

- Auburn
- Citrus Heights
- Colfax
- Davis
- El Dorado County
- Elk Grove
- Folsom
- Galt
- Isleton
- Lincoln
- Live Oak
- Loomis
- Marysville
- Placer County
- Placerville
- Rancho Cordova
- Rocklin
- Roseville
- Sacramento
- Sacramento County
- Sutter County
- West Sacramento
- Wheatland
- Winters
- Woodland
- Yolo County
- Yuba City
- Yuba County

**Re: 2021 Elk Grove and SACOG Fund Consolidation and Exchange**

agreement is beneficial to the Federal Highway Administration and Caltrans Local Assistance because it would decrease the number of federal aid projects the agencies must administer.

Staff at the City has discussed the exchange of Measure A with the Sacramento Transportation Authority (STA) who oversee the distribution of these funds and their use. STA did not have concerns with this exchange as long as SACOG would agree to use the funds within Sacramento County and to make sure that their use would be consistent with the STA board adopted definition of eligible expenditures (Attachment).

**Table of Fund Exchange**

See "Agreement" above.

ID	Local ID	Project	Measure A	RSTP
SAC25011	WPR014	Arterial Roads Rehabilitation	-\$700,000	\$700,000
		Placeholder for future SACOG programming to eligible projects in Sacramento County	\$700,000	-700,000
<b>TOTAL</b>			<b>\$0</b>	<b>\$0</b>

**Table of Fund Consolidation and Exchange**

See "Agreement" above.

ID	Local ID	Project	2021 Award	RSTP	STIP
SAC25170	WTR094	ITS 5A - Signal and Intersection Modifications		-\$802,000	\$802,000
2021 award	WTR094	Elk Grove Boulevard Adaptive Traffic Signal Pilot Project	-\$1,035,000		\$1,035,000
<b>TOTAL</b>			<b>-\$1,035,000</b>	<b>-\$802,000</b>	<b>\$1,837,000</b>

**Agreement**

1. The City agrees to transfer \$700,000 Measure A funds to SACOG from Arterial Roads (SAC25011).
2. SACOG agrees to follow the STA definition of eligible expenditures for Measure A – City Street and County Road Maintenance Program and report to Elk Grove on the use of these funds as required by STA (Attachment).
3. SACOG agrees to transfer \$700,000 RSTP (or other eligible fund) to Arterial Roads (SAC25011) via an administrative modification to the Metropolitan Transportation Improvement Program by December 31, 2021.
4. SACOG Agrees to de-program \$1,837,000 in federal CMAQ and/or RSTP from ITS 5A and Adaptive Pilot as describe above via an administrative modification to the Metropolitan Transportation Improvement Program by December 31, 2021.
5. SACOG Agrees to program \$1,837,000 in 100% State STIP funds and list \$8,830,200 in HSIP to a new project titled the Citywide Traffic Signal Enhancements and Congestion Relief Project (Local ID WTR094) as describe above via an administrative modification to the Metropolitan Transportation Improvement Program by December 31, 2021.

Re: 2021 Elk Grove and SACOG Fund Consolidation and Exchange

For Arterial Roads, SACOG will allow the use of Toll Credits to waive the requirement to provide the local match. Should there be any unspent balance of the \$700,000 of RSTP (or other eligible fund programmed by SACOG) on this project, the City would be eligible to transfer it to other projects contingent upon consistency with the MTP/SCS and timely delivery.

Sincerely,



James Corless  
Executive Director

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I, the undersigned, concur with the terms stipulated in the above letter.



10/21/2021 | 6:37 AM PDT

---

Jeffrey R. Werner  
City of Elk Grove  
Public Works Director/City Engineer

---

Date

cc:  
Kevin Bewsey, City of Elk Grove  
Kristina Svensk, SACOG  
José Luis Cáceres, SACOG  
Dustin Foster, SACOG

## Measure A Expenditure Categories

### DEFINITIONS OF ELIGIBLE EXPENDITURES

**City Street and County Road Maintenance Program.** The preservation and keeping of public street and road rights-of-way and each type of structure, safety device, planting, illumination equipment and associated facilities in the safe and useable condition to which it has been constructed or improved. Upgrades to appurtenances such as bicycle lanes, curbs, gutters, and sidewalks to currently accepted community standards may be performed in association with the repair of public streets and roads.

Includes roadway reconstruction, patching, repairing, surface treating, joint filling, scarifying, reshaping, and restoring material losses; cleaning, painting, and repairing bridges and structures (including those reserved for the exclusive use of non-motorized transportation); pavement sweeping; repainting of pavements, **delineation striping**, and markings to equivalent standards; patching operations including base restoration; applying dust palliatives; jacking concrete pavements; resealing street or road shoulders and side street and road approaches; reshaping of **shoulders**, drainage channels and side slopes; restoration of erosion controls; cleaning culverts and drains; removing slides and restoring facilities damaged by slides; routine landscape maintenance; replacing top soil, sod, plantings, and irrigation facilities on street and roadside; repairing **bicycle lanes**, curb, gutter, sidewalk, rip-rap, culverts, and drains; repainting, repairing, and servicing of signs, guardrails, traffic signals, lighting standards, and associated traffic control and safety devices; **utility relocation, including signals for pedestrians and bicyclists**; furnishing power for street and road lighting and traffic control devices.

Associated Measure A revenues are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction. The data source for relative population is the annual population estimates for cities and counties published by the California Dept. of Finance. Relative street and road mileage is determined by the cumulative number of lanes miles on the city or County street/road system as reported annually by each affected local entity.

**Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades.**

**Local Arterial Program.** The construction, improvement and/or upgrading of specified arterial streets and roads into multi-modal transportation corridors consistent with contemporary urban design standards to facilitate the safe and efficient movement of high volumes of local and sub-regional motor vehicle, bicycle, and pedestrian traffic.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated traffic signs and traffic signals, medians, landscaping, incidental drainage, bicycle lanes or pathways, curbs, gutters, and sidewalks; labor, paving, materials and supplies for the construction of specified arterials (including new structures) and for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements of specified arterial streets and roads.

**Traffic Control & Safety Program.** The installation or implementation of physical features and operational programs to improve the operation and safety of the local street and road network

for motor vehicles, bicyclists bicycles, pedestrians, and persons with disabilities. Such improvements may involve an expansion of vehicle capacity at intersections.

Includes assessment and evaluation of operational deficiencies, needs, and opportunities; environmental review and mitigation, engineering, design, and inspection; acquisition of rights-of-way or other property interests; improved traffic signage, traffic signals, pavement delineation and markings, and incidental drainage; implementation, upgrade, expansion, and operation of an integrated traffic signal and control system; traffic channelization; Transportation Systems Management (TSM) including planning, design, implementation, outreach, and evaluation measures to promote efficient and effective use of the transportation system by all users regardless of travel mode.

Associated Measure A revenues are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction.

**Transit Operations, Maintenance, & Safety.** The operation and maintenance of the existing Sacramento Regional Transit District (District) bus, shuttle, and light rail system and new transit capital specified in the Expenditure Plan as authorized to be conducted by Chapter 5 (commencing with Section 102200) of Part 14, Division 10 of the California Public Utilities Code.

Includes routine maintenance of bus, shuttle, and rail vehicles; purchase of associated parts, equipment, materials, and fuel; labor to maintain and operate the transit fleet and to administer the District; reconstruction or replacement of transit vehicles consistent with lifecycle use; repair and maintenance of fixed assets including light rail tracks and rail bed, overhead catenary, structures, buildings, and transit stations and stops; furnishing power for light rail system and transit stops.

**Rail Transit Improvements.** The construction, extension, improvement, and/or upgrading of specified Sacramento Regional Transit District (District) light rail transit corridors, and the improvement and/or upgrading of the Capitol Corridor regional rail segment within Sacramento County to facilitate improved commuter rail service, as consistent with Chapter 5 (commencing with Section 102200) of Part 14, Division 10 of the California Public Utilities Code.

Includes planning, environmental review and mitigation, engineering, design, and inspection; acquisition of rights-of-way or other property interests; construction, installation, improvement, or track upgrades, overhead catenary, associated signs and signals, buildings, structures, and stations; purchase of rail vehicles and associated equipment; labor, materials, and supplies for the construction of specified rail transit corridors and associated stations (including new structures) and for the addition of track or other expansion, upgrading, reconstruction, and implementation of operational improvements in specified rail transit corridors.

**Neighborhood Shuttle System.** A competitive grant program among local public transit providers to promote the development or expansion of shuttle routes in residential and commercial areas that have no—or infrequent—transit service. The objective is to connect neighborhoods to the light rail system and to bus routes on major arterials.

**Senior & Disabled Transportation Services.** The provision by the Consolidated Transportation Services Agency (CTSA) of Sacramento County—per Chapter 5, Section

15975(a) of Part 13, Division 3 of the California Government Code—of specialized public transportation operations for seniors and persons with disabilities.

Includes acquisition, reconstruction, and replacement of specialized transit vehicles and associated equipment; construction of buildings and structures or other improvements; purchase of associated parts, equipment, materials, and fuel; routine maintenance of specialized transit vehicles and associated assets; labor to maintain and operate the vehicle fleet, real property or other property interests, and to administer the CTSA.

**Regional Bus/Carpool Connectors/Extensions.** The provision by Caltrans of enhanced vehicle capacity on specified segments of the State highway system and the improvement of specified freeway connection ramps for exclusive use by buses, carpools, and other eligible vehicles.

Includes environmental review and mitigation, engineering, design, inspection, project management, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated access/egress ramps, traffic signage, medians, and landscaping; labor, paving, materials and supplies for the construction of specified projects (including new structures) and/or for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements on specified freeway segments and interchanges.

**Local Freeway Interchange Congestion Relief Upgrades.** The construction, improvement, or upgrading of specified interchanges to mitigate traffic congestion on the effected local arterial and associated State highway. Arterial-freeway interchange improvements will be implemented by the local jurisdiction in which the project is located. Freeway-freeway interchange improvements will be implemented by Caltrans.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated traffic signs, traffic signals, pavement markings, medians, landscaping, bicycle lanes or pathways, curbs, gutters, sidewalks, and drainage; labor, paving, materials and supplies for the construction of specified interchanges (including new structures) and for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements of specified arterial streets and roads. Improvements to arterial/freeway interchanges should permit bicyclists and pedestrians to safely and efficiently traverse the effected freeway segment.

**Safety, Streetscaping, Pedestrian and Bicycle Facilities.** The construction, improvement, and/or upgrading of transportation facilities and corridors to provide bicyclists, pedestrians, and persons with disabilities safe and efficient travel routes and to improve the aesthetics of local streets and roads. **Programs to promote walking and bicycling as travel alternatives and programs that promote safe use of these modes.** One million dollars per year will be expended exclusively for maintenance, operations, and improvements to the paved bikeway network within the portion of the American River Parkway managed by the Sacramento County Department of Regional Parks.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to



traffic signs and traffic signals, landscaping, ~~bicycle lanes bikeways~~ or pathways, curbs, gutters, ~~bike racks~~ and sidewalks; ~~bus shelters, bicycle and pedestrian counters~~, barrier and hazard removal; labor, materials and supplies for the construction or reconstruction of bikeways and sidewalks (including new structures) and for other expansion, upgrading, reconstruction, and implementation of operational improvements ~~and programs such as education and public engagement~~ to facilitate bicycle and pedestrian travel, ~~school access~~, and improved streetscapes.

Associated Measure A revenues (with the exception of the \$1 million allocated annually to the Sacramento County Department of Regional Parks for maintenance, operations, and improvements to the bikeway network in the American River Parkway) are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction.

**Transportation-Related Air Quality Program.** The development, implementation and evaluation by the Sacramento Metropolitan Air Quality Management District of projects and programs to mitigate the regional impacts of motor vehicle emissions.

Includes air quality monitoring; public relations and information; programs to accelerate the retirement or replacement of older, high-polluting motor vehicle engines; programs to accelerate the dissemination of new, cleaner engine technologies; other programs demonstrated to effectively contribute to reduced vehicle emissions.

**Smart Growth Incentive Program.** A competitive grant program among local public agencies to facilitate land use planning and development/redevelopment projects that promote pedestrian, bicycle, and transit travel and a reduced reliance on personal automobiles. This program will be funded exclusively via the countywide development fee component of Measure A. At least \$5 million will be expended exclusively for environmental mitigation associated with construction of the I-5/SR99/SR50 connector road.

**Transportation Project Environmental Mitigation Program.** The development and implementation of projects and programs to mitigate some of the anticipated environmental consequences of constructing and operating the capital projects set forth in the Measure A expenditure plan. This program will be funded exclusively via the countywide development fee component of Measure A.

Includes purchase of open space, significant natural habitat, and property easements; construction of replacement or alternative natural habitat; stormwater runoff abatement and erosion controls; other programs demonstrated to effectively mitigate the environmental impacts of constructing and operating the capital projects set forth in the Measure A expenditure plan. At least \$5 million will be expended exclusively for environmental mitigation associated with construction of the I-5/SR99/SR50 connector road.

**Program Administration.** Overall management and oversight of the Measure A sales tax program. Includes employment of administrative and clerical staff; contracting for specialized services of a limited-term; acquisition and/or lease, maintenance, and operations of office space, office equipment, materials, and supplies; operation of an Independent Taxpayer Oversight Committee (ITOC); other such administrative and planning activities as deemed necessary and appropriate by the Governing Board.



# City of Isleton

City Council  
Staff Report

DATE: September 10, 2019

ITEM#: 6.C

CATEGORY: New Business

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## ISLETON MAIN STREET REHABILITATION AND STREETSCAPE IMPROVEMENTS PROJECT – REVISED SCOPE OF WORK

### SUMMARY

Sacramento Area of Council of Governments (SACOG) board approved \$56.2 million in the 2019 SACOG four-county regional funding round on August 15<sup>th</sup>. Included in this funding is Isleton's \$337,000.00 for the Main Street Rehabilitation and Streetscape Improvements Project. Council is requested to review and approve the scope of work for this project.

### DISCUSSION

The City applied for and received a Regional funding grant for the rehabilitation of Main Street. The award scope of work include roadway excavation, pavement sealing, curb repair and related streetscaping. Upon review and given the limited grant amount, the amount of roadway excavation is not recommended at this time. Staff is recommending an adjustment to the scope of work, from roadway excavation to crosswalk replacement. The balance of the work will remain which includes – roadway sealant and sealcoating, restriping, handicap access curb ramps, and a City logo at Main Street and F Street.

### FISCAL IMPACT

There is no fiscal impact associated with this action. Total project cost is \$337,000; there is no local match requirement.

### RECOMMENDATION

It is recommended that City Council approve City of Isleton Main Street Rehabilitation and Streetscape Improvements Project Revised Scope of Work

### ATTACHMENTS

- Draft Layout
- SACOG 2019 Funding Program Engineer's Estimate

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





SACOG 2019 Funding Program - Engineer's Estimate

PROJECT NAME: Main Street Rehabilitation

SPONSOR: City of Ileton

Item No.	Item Description	Unit	Qty	Unit price	Amount (\$)	Participating costs	Non-part. costs	RSTP-Eligible	CMAQ-Eligible
<b>GENERAL</b>									
1	Mobilization	LS	1	\$25,000.00	\$25,000		\$25,000		
2	Traffic Control/Staged Construction	LS	1	\$25,000.00	\$25,000		\$25,000		
<b>REMOVE PAVEMENT &amp; CONCRETE</b>									
3	Remove Damaged Sections of Pavement	SP	4,260	\$3.45	\$14,697		\$14,697		
4	Remove Concrete Curb and Gutter	LF	1,000	\$5.00	\$5,000		\$5,000		
<b>GRADING</b>									
5	Roadway Excavation	CY	277.4	\$278.68	\$75,749		\$75,749		
<b>UTILITIES AND DRAINAGE</b>									
6	Remove & Replace Storm Drain Pipe	LF	248	\$19.55	\$4,125		\$4,125		
7	Remove Drainage Structure	EA	2	\$2,000.00	\$4,000		\$4,000		
<b>PAVEMENT ROADWAY</b>									
8	Crack Seal Repair	LF	1	\$20,000.00	\$20,000		\$20,000		
9	Seal Coat	SF	50,000	\$0.20	\$10,000		\$10,000		
10	Pavement Patch Repair (9" Deep Lift)	SF	1,000	\$10.28	\$10,280		\$10,280		
<b>CONCRETE IMPROVEMENTS</b>									
11	Curb Ramp (ADA)	EA	10	\$2,000.00	\$20,000		\$20,000		
<b>SIGNAGE AND PAVEMENT DEMARICATION</b>									
12	Thermoplastic Traffic 8" (Crosswalks)	LF	1,500	\$3.43	\$5,145		\$5,145		
13	Thermoplastic Pavement Marking (Parking Spaces)	SP	2,000	\$5.00	\$10,000		\$10,000		
14	Project Information Signs	EA	1	\$400.00	\$400		\$400		
<b>LANDSCAPING</b>									
15	Tree Grates	EA	10	\$2,000.00	\$20,000		\$20,000		
17	Painted and Sealed Large City Logo	EA	1	\$20,000.00	\$20,000		\$20,000		
<b>SUBTOTAL</b>					\$269,396	\$0	\$269,396	\$0	\$0
<b>Total</b>					\$269,396	\$0	\$269,396	\$0	\$0
<b>Construction Contingency 10%</b>					\$26,940	\$0	\$26,940	\$0	\$0
<b>Construction Engineering</b>					\$26,940	\$0	\$26,940	\$0	\$0
<b>Construction Management/Contract Administration</b>					\$13,470	\$0	\$13,470	\$0	\$0
<b>Total construction costs</b>					\$336,745	\$0	\$336,745	\$0	\$0

Please indicate current status of project:

(e.g., Feasibility Study, PSR, Environmental, 30% Design, 60% Design, 90% Design, 100% Design)





**CITY OF ISLETON CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, SEPTEMBER 10, 2019  
6:30 P.M. – REGULAR MEETING  
CITY HALL COUNCIL CHAMBERS  
101 SECOND STREET, ISLETON, CALIFORNIA 95641**

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**1. OPENING CEREMONIES**

- 1.1 Welcome & Call to Order – Mayor Eric Pene called to order at 6:30P.M.
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

Present: Councilmember's Robert Jankovitz, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene, City Manager Charles Bergson. Absent: Councilmember Dean Dockery.

**2. AGENDA CHANGES OR DELETIONS**

ACTION: None.

**3. PUBLIC COMMENT**

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

- 3.1 David Kent – Be aware that you present the proper consideration and proper value.

**4. COMMUNICATIONS**

- 4.1 What does the Sac Metro Air District do for our Region?
- 4.2 Titan Merchant Services.
- 4.3 Notice of Smoke Testing of Sanitary Sewer Lines.

ACTION: This is for information only.

**5. CONSENT CALENDAR**

- A. **SUBJECT:** Minutes of the Regular City Council Meeting of August 27, 2019.

**RECOMMENDATION:** Adoption of the Minutes of the Regular City Council Meeting August 27, 2019.



**ACTION:** Councilmember Robert Jankovitz motion to approve the Minutes of the Regular City Council Meeting of August 27, 2019. Vice Mayor Pamela Bulahan second the motion. **AYES:** Councilmember Robert Jankovitz, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Councilmember Dean Dockery.

## **6. NEW BUSINESS**

- A. SUBJECT:** Installing a Commemorative Bench in honor of George C. Maghoney, to be placed above city dock.

**RECOMMENDATION:** City Council approve a bench design to be installed at the Isleton City Dock, in honor of George C. Maghoney.

**ACTION:** City Council gave direction to City Manager to let Mrs. Maghoney pick a bench and bring back final decision back to council.

- B. SUBJECT:** Isleton General Plan Update, Land Use Analysis and Traffic Circulation Elements- Request for Proposals.

**RECOMMENDATION:** City Council authorize the City Manager to negotiate contract for the General Plan Update, Land Use Analysis and Traffic Circulation Elements.

**ACTION:** Councilmember Robert Jankovitz motion to authorize City Manager to negotiate contract for the General Plan Update, Land Use Analysis and Traffic Circulation Elements. Vice Mayor Pamela Bulahan second the motion. **AYES:** Councilmember Robert Jankovitz, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Councilmember Dean Dockery.

- C. SUBJECT:** Isleton Main Street Rehabilitation and Streetscape Improvements Project-Revised Scope of Work.

**RECOMMENDATION:** City Council approve City of Isleton Main Street Rehabilitation and Streetscape Improvements Project Revised Scope of Work.

**ACTION:** Councilmember Robert Jankovitz motion to approve City of Isleton Main Street Rehabilitation and Streetscape Improvements Project Renewal Scope of Work. Vice Mayor Pamela Bulahan second the motion. **AYES:** Councilmember Robert Jankovitz, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Councilmember Dean Dockery.

- D. SUBJECT:** Memorandum of Understanding By and Between the City of Isleton and the County of Sacramento Concerning Accessibility Improvements to the Isleton Community Center.





**RECOMMENDATION:** Approve the Memorandum of Understanding by and Between the City of Isleton and the County of Sacramento.

**ACTION:** Councilmember Robert Jankovitz motion to approve the Memorandum of Understanding by and between the City of Isleton and the County of Sacramento. Councilmember Iva Walton second the motion. **AYES:** Councilmember Robert Jankovitz, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Councilmember Dean Dockery.

**7. COUNCIL REPORTS AND COMMITTEE UPDATES**

- a. Councilmember Dean Dockery – Absent.
- b. Councilmember Iva Walton – Parking Lot Lights?
- c. Councilmember Robert Jankovitz – None.
- d. Vice Mayor Pamela Bulahan – None.
- e. Mayor Eric Pene – Meeting next week with Sacramento County Sheriff's and would like Mike Comfort go with him.

**8. STAFF GENERAL REPORTS AND DISCUSSION**

- a. City Manager Report – Read his report to council. Received and filed.
- b. Fire Chief Report – Nothing to report.

**9. ADJOURNMENT**

**AYES:** Councilmember's Robert Jankovitz, Dean Dockery, Iva Walton, Vice Mayor Pamela Bulahan, Mayor Eric Pene.

**NOES:** None.

**ABSTAIN:** None.

**ABSENT:** None.

**ATTEST:**

\_\_\_\_\_  
MAYOR, Eric Pene

\_\_\_\_\_  
DEPUTY CITY CLERK, Yvonne Zepeda



# City of Isleton

## City Council Staff Report

DATE: June 28, 2022

ITEM#: 7.D

CATEGORY: Old Business

**RESOLUTION NO. 19-22 OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA, CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF ISLETON VILLAGE ON THE DELTA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2007-1 FOR FISCAL YEAR 2022-2023 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 OF THE CALIFORNIA STREETS AND HIGHWAY CODE.**

### **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.

At its May 10, 2022 meeting the City Council declared its intent to levy and collect annual assessments, preliminarily approved the Engineer's Report and set the time and date of the public hearing for the subject Landscaping and Lighting District. Council directed that the annual escalation to be is 4%. The US Department of Labor 2019 Consumer Price Index for the past twelve months, Western Region is 8.7%.

Staff is at this time presenting City Council with Resolution 19-22, requesting Council to continue the public hearing, and confirm the levy assessment for fiscal year 2022-23.

### **DISCUSSION**

At the public hearing for the LLAD on June 14<sup>th</sup> comments addressed the level of service, water, street lighting, and the assessment balance between the western (Joseph Place and Annemarie Way) and eastern properties (Bernadette Place). Staff has reviewed the site and the level of maintenance. The landscaping generally is satisfactory other than some visible weeds. The service level have been addressed with the public work staff and are expected to improve. Both areas of the District have multiple street lights and all properties benefit from the street lights.

Staff has reviewed the landscaping assessment for the west and east sides of the district and adjusted the assessment to reflect the higher level of landscaping on the west properties. The fourteen (14) Western-most properties with more landscaping are to be assessed \$438.83 per lot. The four (4) Eastern properties are to be charged \$286.46 per

lot. (The rates presented in the last report were \$414.05 and \$373.21 respectively). Vacant lots will be levied \$242.61 and Empty lots \$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 estimated level of revenue to be generated for the upcoming fiscal year is \$24,340.

### RECOMMENDATION

It is recommended that the City Council adopt Resolution 19-22, confirming the levy and collection of assessments for the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 for Fiscal year 2022-23 Pursuant to the Provisions of the Landscaping and Lighting Act of 1972 of the California Streets and Highway Code.

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



### ATTACHMENT

1. City of Isleton Resolution 19-22
2. LLAD 2007-1, FY 2022-23 Budget Analysis
3. Consumer Price Index, West Region March 2022, US Bureau of Labor Statistics

**RESOLUTION NO. 19-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA, CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF ISLETON VILLAGE ON THE DELTA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2007-1 FOR FISCAL YEAR 2022-2023 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 OF THE CALIFORNIA STREETS AND HIGHWAY CODE.**

(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 2021-22 and land to be assessed is located in the City of Isleton, Sacramento County; and

**WHEREAS**, the annual Engineer's Report is 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**, each year the City Council has adopted a resolution confirming diagrams and assessment, and ordering levy of the assessment in the Assessment District for that fiscal year (Resolution No.2017-12 and 2017-14); 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**, the City's levy of an annual assessment at the prior year's rate in the Assessment District is not subject to the specific procedural requirements under California Constitution, article 13D, section 4, and complies with those provided in Streets and Highways Code sections 22620 through 22631, and Government Code sections 53753; 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 East residential equivalent dwelling unit is \$216.46, per West residential equivalent dwelling unit \$428.83, per vacant lot \$242.61, per empty lot \$19.42 and the annual assessment per live/work unit is no longer assessed; and

**WHEREAS**, that the Isleton City Clerk gave the Notice of Hearing as required by the Landscaping and Lighting Act of 1972 for said public hearing; 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 this Resolution is adopted pursuant to Section 22610 and 22620 et al of the California Streets and Highway Code.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**MAYOR, Eric Pene**

**ATTEST:**

\_\_\_\_\_  
**DEPUTY CITY CLERK, Yvonne Zepeda**

EXHIBIT A

LIST OF PROPERTY OWNERS

CITY OF ISLETON  
Village on the Delta

Landscaping and Lighting Assessment District No. 2007-1

Assessment Diagram No.	Assessor's Parcel No.	Property Owner's Name	
1	157-0283-001	DEL VALLE CAPITAL CORP INC	AV
2	157-0283-002	DEL VALLE CAPITAL CORP INC	AV
3	157-0283-003	DEL VALLE CAPITAL CORP INC	AV
4	157-0283-004	DEL VALLE CAPITAL CORP INC	AV
5	157-0283-005	DEL VALLE CAPITAL CORP INC	AV
6	157-0283-006	DEL VALLE CAPITAL CORP INC	AV
7	157-0283-007	DEL VALLE CAPITAL CORP INC	AV
8	157-0283-008	DEL VALLE CAPITAL CORP INC	AV
9	157-0283-009	DEL VALLE CAPITAL CORP INC	AV
10	157-0283-010	DEL VALLE CAPITAL CORP INC	AV
11	157-0283-011	DEL VALLE CAPITAL CORP INC	AV
12	157-0283-012	DEL VALLE CAPITAL CORP INC	AV
13	157-0283-013	DEL VALLE CAPITAL CORP INC	AV
14	157-0283-014	DEL VALLE CAPITAL CORP INC	AV
15	157-0283-015	DEL VALLE CAPITAL CORP INC	AV
16	157-0283-016	DEL VALLE CAPITAL CORP INC	AV
17	157-0283-017	DEL VALLE CAPITAL CORP INC	AV
18	157-0283-018	DEL VALLE CAPITAL CORP INC	AV
19	157-0283-019	DEL VALLE CAPITAL CORP INC	AV
20	157-0283-020	DEL VALLE CAPITAL CORP INC	AV
21	157-0283-021	DEL VALLE CAPITAL CORP INC	AV
22	157-0283-022	DEL VALLE CAPITAL CORP INC	AV
23	157-0283-023	DEL VALLE CAPITAL CORP INC	AV
24	157-0283-024	DEL VALLE CAPITAL CORP INC	AV
25	157-0283-025	DEL VALLE CAPITAL CORP INC	AV
26	157-0283-026	DEL VALLE CAPITAL CORP INC	AV
27	157-0283-027	DEL VALLE CAPITAL CORP INC	AV
28	157-0283-028	DEL VALLE CAPITAL CORP INC	AV
29	157-0283-029	DEL VALLE CAPITAL CORP INC	AV
30	157-0283-030	DEL VALLE CAPITAL CORP INC	AV
31	157-0283-031	DEL VALLE CAPITAL CORP INC	AV
32	157-0283-032	DEL VALLE CAPITAL CORP INC	AV
33	157-0283-033	DEL VALLE CAPITAL CORP INC	AV
34	157-0283-034	DEL VALLE CAPITAL CORP INC	AV
35	157-0283-035	DEL VALLE CAPITAL CORP INC	AV
36	157-0283-036	DEL VALLE CAPITAL CORP INC	AV
37	157-0283-037	DEL VALLE CAPITAL CORP INC	AV
38	157-0283-038	DEL VALLE CAPITAL CORP INC	AV
39	157-0283-039	DEL VALLE CAPITAL CORP INC	AV
40	157-0283-040	DEL VALLE CAPITAL CORP INC	AV
41	157-0283-041	DEL VALLE CAPITAL CORP INC	AV

Handwritten notes and markings, including a large '4' and checkmarks.

Key LLAD lots  
A- Active  
E - Empty  
P - Public  
V - vacant

COM

Assessment Diagram No.	Assessor's Parcel No.	Property Owner's Name
42	157-0270-007	DEL VALLE CAPITAL CORP INC
43	157-0270-008	DEL VALLE CAPITAL CORP INC
44	157-0270-009	DEL VALLE CAPITAL CORP INC
45	157-0270-010	DEL VALLE CAPITAL CORP INC
46	157-0270-011	DEL VALLE CAPITAL CORP INC
47	157-0270-012	DEL VALLE CAPITAL CORP INC
48	157-0270-013	DEL VALLE CAPITAL CORP INC
49	157-0270-014	DEL VALLE CAPITAL CORP INC
50	157-0270-015	DEL VALLE CAPITAL CORP INC
51	157-0270-016	DEL VALLE CAPITAL CORP INC
52	157-0270-017	DEL VALLE CAPITAL CORP INC
53	157-0270-018	DEL VALLE CAPITAL CORP INC
54	157-0270-019	DEL VALLE CAPITAL CORP INC
55	157-0270-020	DEL VALLE CAPITAL CORP INC
56	157-0270-021	DEL VALLE CAPITAL CORP INC
57	157-0270-022	DEL VALLE CAPITAL CORP INC
58	157-0270-023	DEL VALLE CAPITAL CORP INC
59	157-0270-024	DEL VALLE CAPITAL CORP INC
60	157-0270-025	DEL VALLE CAPITAL CORP INC
61	157-0270-026	DEL VALLE CAPITAL CORP INC
62	157-0270-027	DEL VALLE CAPITAL CORP INC
63	157-0270-028	DEL VALLE CAPITAL CORP INC
64	157-0270-029	DEL VALLE CAPITAL CORP INC
65	157-0270-030	DEL VALLE CAPITAL CORP INC
66	157-0270-031	DEL VALLE CAPITAL CORP INC
67	157-0270-032	DEL VALLE CAPITAL CORP INC
68	157-0270-033	DEL VALLE CAPITAL CORP INC
69	157-0270-034	DEL VALLE CAPITAL CORP INC
70	157-0270-035	DEL VALLE CAPITAL CORP INC
71	157-0270-036	DEL VALLE CAPITAL CORP INC
72	157-0270-037	DEL VALLE CAPITAL CORP INC
73	157-0270-038	DEL VALLE CAPITAL CORP INC
74	157-0270-039	DEL VALLE CAPITAL CORP INC
75	157-0270-040	DEL VALLE CAPITAL CORP INC
76	157-0270-041	DEL VALLE CAPITAL CORP INC
77	157-0270-042	DEL VALLE CAPITAL CORP INC
78	157-0270-043	DEL VALLE CAPITAL CORP INC
79	157-0270-044	DEL VALLE CAPITAL CORP INC
80	157-0270-045	DEL VALLE CAPITAL CORP INC
81	157-0270-046	DEL VALLE CAPITAL CORP INC
82	157-0270-047	DEL VALLE CAPITAL CORP INC
83	157-0270-048	DEL VALLE CAPITAL CORP INC
84	157-0270-049	DEL VALLE CAPITAL CORP INC
85	157-0280-001	DEL VALLE CAPITAL CORP INC
86	157-0280-002	CITY OF SLETON
87	157-0280-003	DEL VALLE CAPITAL CORP INC
88	157-0280-004	DEL VALLE CAPITAL CORP INC
89	157-0280-005	DEL VALLE CAPITAL CORP INC
90	157-0280-006	DEL VALLE CAPITAL CORP INC
91	157-0280-007	DEL VALLE CAPITAL CORP INC
92	157-0280-008	DEL VALLE CAPITAL CORP INC
93	157-0270-042	DEL VALLE CAPITAL CORP INC

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ADD



Assessment Diagram No.	Assessor's Parcel No.	Property Owner's Name
94	157-0270-C43	DEL VALLE CAPITAL CORP INC
95	157-0040-071	DEL VALLE CAPITAL CORP INC
96	157-0040-C04	DEL VALLE CAPITAL CORP INC
97	157-0040-000	DEL VALLE CAPITAL CORP INC
98	157-0040-C42	DEL VALLE CAPITAL CORP INC
99	157-0040-C44	DEL VALLE CAPITAL CORP INC
100	157-0040-C74	DEL VALLE CAPITAL CORP INC
101	157-0040-C73	DEL VALLE CAPITAL CORP INC
102	157-0040-C21	DEL VALLE CAPITAL CORP INC
103	157-0040-C40	DEL VALLE CAPITAL CORP INC
104	157-0040-C10	DEL VALLE CAPITAL CORP INC

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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

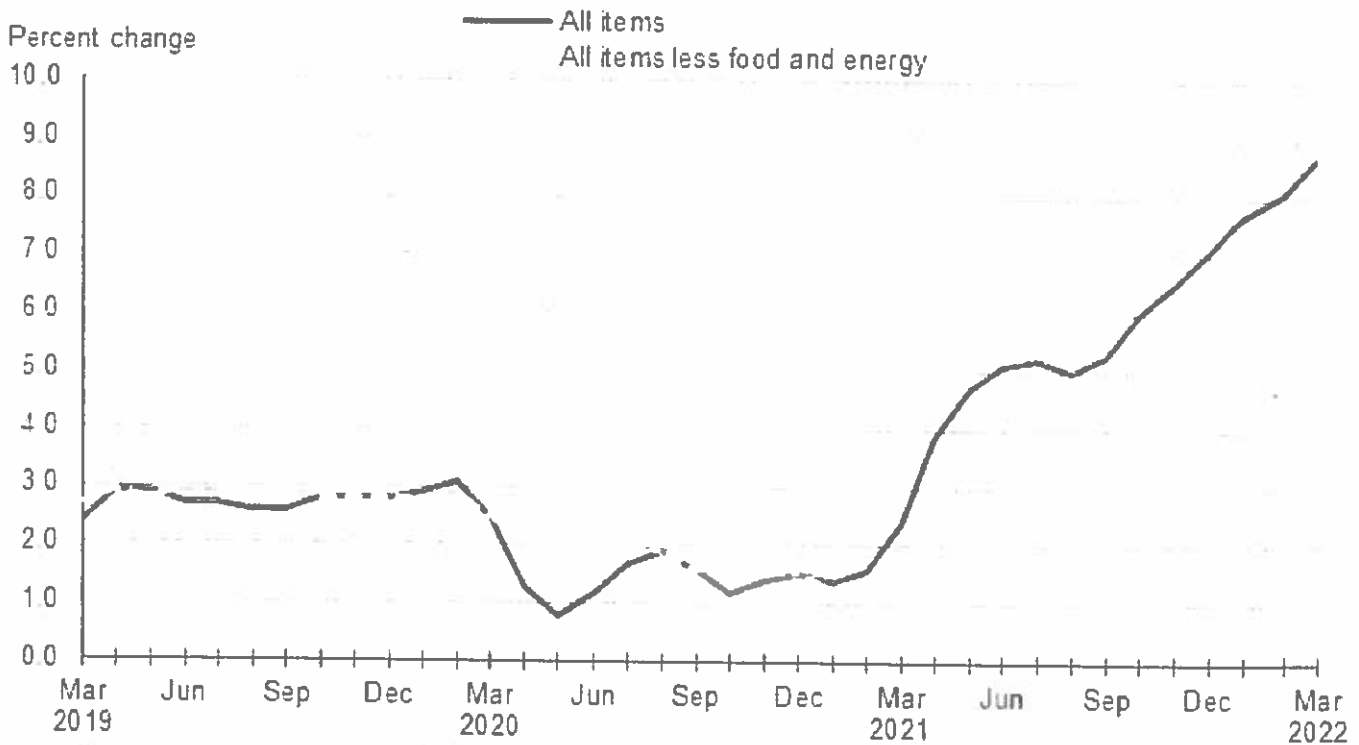
**Consumer Price Index, West Region — March 2022**

**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



# City of Isleton

City Council  
Staff Report

DATE: June 20, 2022

ITEM#: 8.A

CATEGORY: New Business

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## CITY OF ISLETON 100<sup>th</sup> ANNIVERSARY CELEBRATION

### SUMMARY

The City's 100<sup>th</sup> Anniversary will commence in mid-2023 and extend throughout the year. This historic event will take a large amount of planning and co-ordination, City staff is recommending that City Council create and appoint members to a 100<sup>th</sup> Anniversary planning committee in the near future.

City's often celebrate centennials or similar events through a wide array of public activities including commissioning public art and performances, hosting homecoming sporting events, scavenger hunts, concerts, parades, etc. Having a planning committee begin preparation and outreach well in advance for these or other activities will help to ensure the centennials success.

Volunteer Planning Committee so far we have - Iva Walton, Paul Steele, Irma Mora, Michelle Burke.

### FISCAL IMPACT

There is no fiscal impact associated with this action

### RECOMMENDATION

Staff recommends that City Council discuss the celebration of a 100<sup>th</sup> anniversary celebration for Isleton

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk \_\_\_\_\_





# City of Isleton

City Council  
Staff Report

DATE: June 28, 2022

ITEM#: 8.B

CATEGORY: New Business

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## **ORDINANCE 22-05 CHAPTER 5.52 - FLOOD DAMAGE PREVENTION REPEALING ORDINANCE 2015-04 AN ORDINANCE ESTABLISHING FLOOD DAMAGE PREVENTION REGULATIONS AND REPEALING ORDINANCES 291 AND 350; APPROVE**

### **SUMMARY**

On February 24, 2022 Department of Water Resources (DWR) on behalf of Federal Emergency Management (FEMA) conducted a Community Assistance Contact meeting with staff. This meeting evaluated how the City manages its floodplain management program under the National Flood Insurance Program (NFIP) and the California Building Code (CBC).

The FEMA Assistance Review identified what is needed to be corrected to meet the minimum requirements of the NFIP and the CBC. A summary of DWR's findings is attached.

### **DISCUSSION**

Staff is requesting City Council to review DWR's findings that is attached and approve Ordinance 2022-05 Chapter 5.52 – Flood Damage Prevention Repealing Ordinance 2015-04 An Ordinance establishing Flood Damage Prevention Regulations and Repealing Ordinances 2931 and 350.

### **FISCAL IMPACT**

There is no fiscal impact associated with this report.

### **RECOMMENDATION**

City Council introduce for first reading Ordinance 2022-05 Chapter 5.52 – Flood Damage Prevention Repealing Ordinance 2015-04 An Ordinance establishing Flood Damage Prevention Regulations and Repealing Ordinances 2931 and 350.

### **ATTACHMENTS**

- A. Ordinance 2022-05 Chapter 5.52 – Flood Damage Prevention Repealing Ordinance 2015-04 An Ordinance establishing Flood Damage Prevention Regulations and Repealing Ordinances 2931 and 350.
- B. Ordinance 2015-04 An Ordinance establishing Flood Damage Prevention Regulations and Repealing Ordinances 2931 and 350.
- C. Department of Water Resources letter dated March 14, 2022
- D. National Flood Insurance Program Federal Emergency Management Agency Community Assistance Contact Report Section III- Findings, Part B- Narrative

Prepared by: Diana O'Brien, Administrative Assistant

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, Dep. City Clerk





**DEPARTMENT OF WATER RESOURCES**

SOUTH CENTRAL REGION OFFICE  
3374 EAST SHIELDS AVENUE, ROOM 3  
FRESNO, CA 93726-6913



March 14, 2022

Honorable Eric Pene  
Mayor of the City of Isleton  
101 2<sup>nd</sup> Street  
Post Office Box 716  
Isleton, California 95641

Dear Mayor Pene:

We appreciate the professional courtesy and cooperation extended to the California Department of Water Resources (DWR) and Robert Lampa of my staff during the Community Assistance Contact (CAC) meeting with the City of Isleton staff on February 24, 2022.

The CAC was conducted by DWR on behalf of the Federal Emergency Management Agency (FEMA) to evaluate how the city is administering its floodplain management program under the National Flood Insurance Program (NFIP) and the California Building Code (CBC). The CAC provides an opportunity to discuss the most current information on the NFIP and any concerns the city has about the NFIP.

The purpose of the CAC is to provide a means to establish or re-establish contact with an NFIP community including technical assistance and providing the resources to help understand NFIP regulations. During the CAC process, deficiencies are identified that need to be corrected to meet the minimum requirements of the NFIP and the CBC. A summary of DWR's findings is documented in the enclosed CAC report.

In conducting the CAC, DWR has found that the city is effectively administering its floodplain management program. However, the CAC revealed deficiencies with the city's floodplain management regulations that need to be addressed. DWR requests you provide the following **within 30 days from the receipt of this report:**

- A draft copy of the city's floodplain management ordinance that addresses the deficient items identified in the Findings section of the enclosed CAC report.

This is also listed in the Community Action Needed section of the CAC report. A copy of the report is enclosed for your records. We hope that the meeting was useful and informative to the city's floodplain management staff.

Honorable Eric Pene  
Page 2  
March 14, 2022

If you have any questions concerning the report or require further information, please contact Robert Lampa, at (916) 204-2576 or by email at [Robert.Lampa@water.ca.gov](mailto:Robert.Lampa@water.ca.gov).

Sincerely,

*Kelly Soule*

Kelly Soule  
State NFIP Coordinator

Enclosures

Cc (email):

Mr. Charles Bergson, City Manager  
City of Isleton  
[cbergson@cityofisleton.com](mailto:cbergson@cityofisleton.com)

Ms. Diana O'Brien, Administrative Assistant  
City of Isleton  
[dianaobrien@cityofisleton.com](mailto:dianaobrien@cityofisleton.com)

Ms. Patricia Rippe, Senior Floodplain Management Specialist  
Federal Emergency Management Agency, Region IX  
[Patricia.Rippe@fema.dhs.gov](mailto:Patricia.Rippe@fema.dhs.gov)

Ms. Antoinette Stein, Community Planner  
Federal Emergency Management Agency, Region IX  
[Antoinette.stein@fema.dhs.gov](mailto:Antoinette.stein@fema.dhs.gov)

Mr. Mike Mierzwa, State Floodplain Manager  
Division of Flood Management  
Department of Water Resources  
[Michael.Mierzwa@water.ca.gov](mailto:Michael.Mierzwa@water.ca.gov)

Ms. Anntonette Duncan, NFIP CAP-SSSE Administrator  
Division of Flood Management  
Department of Water Resources  
[Anntonette.Duncan@water.ca.gov](mailto:Anntonette.Duncan@water.ca.gov)

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
COMMUNITY ASSISTANCE CONTACT (CAC) REPORT**

**SECTION I**

1. NAME OF COMMUNITY: City of Isleton      2. STATE: California      3. COMMUNITY ID NUMBER: 060265      4. COUNTY: Sacramento County

5. VISIT CONDUCTED BY: Robert C. Lampa      6. AGENCY: Department of Water Resources      7. DATE OF CAC: February 24, 2022

**SECTION II**

8. NAME OF LOCAL OFFICIAL: Charles Bergson      9. TELEPHONE NUMBER: (916) 777-7770

10. ADDRESS OF LOCAL OFFICIAL: 101 2<sup>nd</sup> Street, Isleton, California 95641

**SECTION III - FINDINGS  
PART A**

QUESTIONS - Select appropriate response	RESPONSE		
	Serious	Minor	None
1. Are there problems with the community's floodplain management regulations?		X	
2. Are there problems with the community's administrative/enforcement procedures?			X
3. Are there engineering or other problems with the maps or Flood Insurance Study?			X
4. Are there any other problems in the community's floodplain management program?			X
5. Are there problems with the Biennial Report data?	_____ YES	_____ X _____ NO	
6. Are there any programmatic issues or problems identified?	_____ YES	_____ X _____ NO	
7. Have structures been identified as being in violation? (Check appropriate category below.)			
_____ A potential violation or violations has/have been identified.			
_____ X _____ No violations have been identified.			
_____ Actions are being taken on the part of the community to remedy the violation(s) identified during the CAC.			

**National Flood Insurance Program  
Community Assistance Contact Report  
Section III- Findings  
Part B- Narrative**

City of Isleton, California

The National Flood Insurance Program (NFIP) is administered by the Federal Emergency Management Agency (FEMA) and enables property owners in participating communities to purchase insurance as protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages. In California, approximately 99 percent of communities participate in the NFIP. The NFIP is based on a mutual agreement between the Federal Government and local communities. Communities that participate agree to regulate development in mapped flood hazard areas according to certain criteria and standards. The partnership includes flood hazard maps, flood insurance, and regulations. Communities who choose to participate in the NFIP will have to meet the minimal requirements and adopt and enforce flood management ordinances into their community. A Community Assistance Contact (CAC) is a scheduled visit, usually by phone or brief visit to an NFIP community to evaluate the effectiveness of local floodplain management practices and to offer assistance if needed.

This report describes the findings of the CAC meeting on February 24, 2022, and recommends corrective action where deficiencies were identified. The recommendations, when implemented, will enable the City of Isleton to comply with the NFIP requirements as specified in Title 44, Code of Federal Regulations. The findings in the CAC report are intended to help improve community compliance and enforcement of NFIP regulations including structures constructed or substantially improved in Special Flood Hazard Areas (SFHAs). The report is not intended to be a comprehensive examination of the city's implementation of the NFIP.

**Background**

The city was founded in 1874 and has a population of 804 based on the 2010 census. The city's area is 7.46 square miles and receives an average rainfall of 18 inches per year (U.S. Climate Data).

The city's SFHAs are identified in the current Flood Insurance Rate Map (FIRM) effective August 16, 2012, and "Flood Insurance Study for Sacramento County, California and Incorporated Areas", dated July 19, 2018. FIRMs are available to the public free of charge through the FEMA Flood Map Service Center at: <https://msc.fema.gov/portal/home>.

The city's FIRM identifies the following flood zones within its jurisdictional boundaries:

- **Flood Zone AE** is an SFHA of high risk. This area corresponds to the one percent annual chance floodplains. Base Flood Elevations (BFEs) derived from hydraulic analyses are shown within this zone, either at cross section locations or as static whole-foot elevations that apply throughout the zone. Mandatory flood insurance purchase and floodplain management requirements apply.

The city joined the NFIP on December 1, 1978. As of January 2, 2022, there are 97 flood insurance policies in force in the community that carry a total value of \$22,225,900 in coverage with an annual premium cost of \$262,194. The last CAC conducted for the city occurred in the year 2000 and a Community Assistance Visit was completed in 2010.

### **Floodplain Management Regulations**

To participate in the NFIP, communities must have enforceable floodplain management regulations that are consistent with the requirements in Title 44, Code of Federal Regulations (CFR), Chapter I, Subchapter B, Parts 59 and 60 for land management and use. The city adopted its floodplain management regulations in Ordinance 2015-04 on July 22, 2015.

The Department of Water Resources (DWR) reviewed the community's floodplain management regulations using a California Code-Coordinated Ordinance Master Review Checklist to identify any deficiencies. Based on this review, it was determined that the community's regulations **need to be updated** to meet the minimum NFIP requirements pursuant to 44 CFR and California Building Codes (CBCs).

To assist with the revision, please refer to the following link to 44 CFR for the full language of the requirements (<https://www.ecfr.gov/current/title-44#0>). In addition, a copy of the FEMA-approved 2020 Model Floodplain Management Ordinance and CAC report will be emailed to city staff along with the checklist enclosed with this report. Specific deadlines and additional details are discussed in the Community Action Needed section of this report.

### **Mapping**

City staff were not familiar with the FEMA Map Service Center or the FEMA National Flood Hazard Layer available online. DWR referred to the websites during the meeting and the links were provided to the city. City staff asked when the FIRM maps will be revised since it has been a long time. FEMA was in attendance at the meeting and asked if there were any current issues or major changes in the community. The city responded that it just wants to know if any revisions will be made that may help the community with flood insurance. FEMA encourages this dialogue between the parties in the CAC meeting, which helps determine the community's needs. DWR also reached out to the FEMA Mapping Department and their response is that there is no map update planned for the city, but DWR and the U.S. Army Corps of Engineers are starting a flood

frequency analysis project for the California Delta to better understand the elevations of major floods like the one-percent annual chance event.

The city is protected by what are known as State Plan of Flood Control levees as well as non-project levees. Brannan-Andrus Levee Maintenance District, with limited financial assistance from DWR, operates and maintains the levee system(s) protecting the city. The city is one of several communities participating in the California DWR Small Communities Flood Risk Reduction Program.

### **Flooding History and Floodplain Development**

Flood conditions in the City of Isleton are influenced by Pacific Ocean tides, and strong onshore winds, as well as high outflow from streams originating in the foothills or higher areas of the Sierra Nevada. Specifically, the city may flood when the levees protecting Andrus, Brannan, and Twitchell Islands are either overtopped or fail as a result of the separate or coincidental occurrence of higher high tides and high outflow through the delta.

The designated Floodplain Administrator for the city is the City Manager. Permit applications for development are reviewed by the Building Department, Fire Department, Public Works, and the City Engineer. When the development is within a SFHA, permit applications are routed to the City Engineer and the Floodplain Administrator for floodplain review. The city does not use a separate floodplain use permit. The Building Official reviews and approves the elevation certificates (ECs) for compliance and completion. The city requires elevation documentation (elevation certificates) during the development process for all applications. When violations are discovered by the city, a letter of violation is issued. Additionally, legal notification is sent as necessary. All floodplain management compliance files are retained by the Building Department.

### **Local Hazard Mitigation Plan (LHMP)**

The community is a part of the LHMP prepared by Sacramento County.

### **CAC Findings**

The following findings were identified through the CAC which may require follow-up action by the community. These actions are outlined in the Community Action Needed section of this report.

1. DWR reviewed the city's floodplain ordinance and determined that there are missing minimum NFIP requirements pursuant to 44 CFR and CBCs. Please refer to 44 CFR for the full language of the requirements (<https://www.ecfr.gov/current/title-44#0>) and the FEMA-approved 2020 Model Floodplain Management Ordinance that will be emailed to the city. The table below lists the deficiencies identified in the city's floodplain management



ordinance and the actions required to correct these deficiencies. The California Floodplain Management model ordinance crosswalk (checklist) is also provided with this report. Specific deadlines and additional details are discussed in the Community Action Needed section of this report.

ACTION	LANGUAGE
1. <i>Recommendation: Review and adopt model code language Article 106</i>	<b>Inspections</b> Include Section 106.1 – Section 106.4
2. <i>Requirement: Review and adopt 44 CFR 65.3 &amp; model code language Section 103-4(11)</i>	<b>Requirement to submit new technical data.</b> Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the FIRMs when the analyses indicate changes in BFEs, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available.
3. <i>Recommendation: Review and adopt model code language Section 107-8</i>	<b>Agricultural Structures</b> A variance is authorized to be issued for the construction or substantial improvement of agricultural structures that are not elevated or dry floodproofed, provided the requirements of this section are satisfied and: (Include subsections 1 and 2).

2. During the ordinance review, DWR noticed that the language in the online Municode ordinance and the signed flood ordinance are inconsistent. The items highlighted in yellow on the checklist identify the discrepancies (seven total). One example is to assure that all other State and federal permits are obtained. Language is found in the signed and adopted ordinance but not in the Municode. Also on the checklist, the items highlighted in orange are only recommendations and the items highlighted in red are requirements.
3. The city was unfamiliar with the DWR 2020 Model Ordinance and crosswalk. The DWR Model Ordinance provides sample language for floodplain management regulations that are compliant with the NFIP standards. The DWR crosswalk provides a checklist of minimum NFIP regulatory requirements. DWR provided a copy of these resources via email after the CAC meeting.
4. The city expressed interest in the Community Rating System which would help lower the cost of insurance for the city. The city mentioned that they sent a letter of interest to FEMA Region IX Headquarters in Oakland in the year 2017. However, the city has not received a response. FEMA said that they will follow-up and attempt to track down the letter, and will then follow up with the city.

5. In December 2021, the city adopted the Delta Region Geological Hazard Abatement District (GHAD). A GHAD is an independent, local-level public agency that oversees geologic hazard prevention, mitigation, abatement, and control. Floods are included in the definition of a “geologic hazard.” Benefits of a GHAD include offering lower cost of flood insurance, safer floodplains, more effective emergency response, greater protection of public safety, and property and affordable adaptive infrastructure improvements.

**Community Action Needed:**

The following Community Action will contribute to the success of the city’s floodplain management program and compliance with the NFIP. It is the responsibility of the city to read, understand, and implement the NFIP requirements as specified in 44 CFR. **Please provide DWR a draft of the updated ordinance before it is presented to your governing body within 30 days of the date of this report before initiating the process to adopt a final version.**

DWR requests that the city identify the missing NFIP requirements in the existing regulations, which are outlined in the CAC Findings section of this report. If the city is unable to identify the missing NFIP criteria, the floodplain ordinance must be amended. DWR reviewed the city’s floodplain management ordinance in January 2022 and determined that there is a need for an update to meet the minimum NFIP requirements as specified in Title 44, Code of Federal Regulations, Sections 59.22 and 60.3. In addition, DWR also checked if the ordinance met the CBC requirements. DWR used the FEMA-approved 2020 Model Floodplain Management Ordinance and a California Code-Coordinated Ordinance Master Review Checklist to identify any deficiencies. A copy of the 2020 model ordinance has been emailed to the city and a checklist containing comments is provided with this report.

**Meeting Participants:**

Mr. Charles Bergson, City Manager  
City of Isleton  
[cbergson@cityofisleton.com](mailto:cbergson@cityofisleton.com)

Ms. Diana O'Brien, Administrative Assistant  
City of Isleton  
[dianaobrien@cityofisleton.com](mailto:dianaobrien@cityofisleton.com)

Ms. Antoinette Stein, Community Planner  
Federal Emergency Management Agency, Region IX  
[Antoinette.stein@fema.dhs.gov](mailto:Antoinette.stein@fema.dhs.gov)

Ms. Anntonette Duncan, NFIP CAP-SSSE Administrator  
California Department of Water Resources  
[Anntonette.Duncan@water.ca.gov](mailto:Anntonette.Duncan@water.ca.gov)

Mr. Daniel Burgett, NFIP Floodplain Management Specialist  
California Department of Water Resources  
[Daniel.Burgett@water.ca.gov](mailto:Daniel.Burgett@water.ca.gov)

Mr. Robert Lampa, NFIP Floodplain Management Specialist  
California Department of Water Resources  
[Robert.Lampa@water.ca.gov](mailto:Robert.Lampa@water.ca.gov)



# City of Isleton

City Council  
Staff Report

DATE: June 28, 2022

ITEM#: 8.C

CATEGORY: New Business

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## PLANNING COMMISISON VACANCIES, REPLACEMENT

### SUMMARY

Planning Commissioners Robert Jankovitz and Chris Jones have submitted their resignation of office. Council is being requested to select two replacements of the Planning Commissioner office.

### DISCUSSION

The City has posted the vacancy in the City public places and on the City web site. There have been five applicants. Council can appoint two as Isleton citizens and or one non resident business owner as a replacement commissioners.

The applicants are, alphabetically;

Jay Arter

Ruby Fowler

Joe Kessner

Nick O'Leary

Marcus Weemes

Mark Yandow

Letters of interest and applications are attached.

The City Code call for four Planning Commssioners to be residents of the City and one Commissioner to be a business owner that lives outside the City. All applicants meet this criteria. Mr Yandow is a business owner that lives outside of the City (IMC sec 2.28.040C).

### FISCAL IMPACT

There is no fiscal impact associated with this action.

### RECOMMENDATION

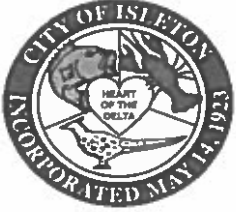
It is recommended that the City Council receive applications and appoint two replacements for the Planning Commission vacancies.

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk

Reviewed by: Charles Bergson, City Manager







# City of Isleton

101 Second Street P.O. Box 716 Isleton, California 95641  
Tel: 916-777-7770

## APPLICATION FOR APPOINTMENT TO COMMITTEE OR COMMISSION

Please fill out application form completely in blue or black ink.

**NOTE: Your application will be copied to the City Council and becomes a public record available for public inspection. (Personal information is redacted).**

Return completed applications to:  
City Clerk's Department, City of Isleton, P.O. Box 716, Isleton, California 95641 or email [yvonne.zepeda@cityofisleton.com](mailto:yvonne.zepeda@cityofisleton.com)

### Applicant Information: (All information is required)

Name: Jay Arter

Residence Address: 1 Delta Ave Isleton

Email: jay.arter@me.com

Phone: \_\_\_\_\_

Employer and Occupation: Plumpjack, Human resources manager

Currently serving on a Committee/Commission? If yes, please specify: N/A

City of Isleton Residency / Registered to Vote:  Yes  No

### All Elected Officials shall be required to complete a Financial Disclosure / Ethics Training:

◆ requires filling of annual Statement of Economic Interests with the FPPC. JA

◆ Commission and Committee members must complete ethics and harassment training. JA

I certify that the information contained on this form is true and accurate:

Signature: [Signature] Date: 6-26-22

CITY OF ISLETON COMMISSION AND COMMITTEE APPLICATION

Applicant Name: Jay Arter

Commission or Committee you are applying for: Planning Commission

1. Please list any other boards, commissions, or committees on which you have served, and the year(s) of service:

None

2. Why do you want to serve on this committee or commission:

I am interested in improving the city for both residents and visitors.

3. Briefly describe your experiences and how you qualify to serve on the committee or commission:

I have many years in the hospitality industry supervising numerous employees, organizing office procedures, planning events. I am organized, visionary, responsible. I have hopes for Isleton to reach its potential as a unique Delta Community & believe its challenges are surmountable.

4. Any other additional information you wish to attribute:



Lined area for text or notes.

Signature: *J. [unclear]* Date: 6/20/22





# City of Isleton

101 Second Street P.O. Box 716 Isleton, California 95641  
Tel: 916-777-7770

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City Clerk's Department, City of Isleton, P.O. Box 716, Isleton, California 95641 or email  
[yvonne.zepeda@cityofisleton.com](mailto:yvonne.zepeda@cityofisleton.com)

### Applicant Information: (All information is required)

Name: Ruby Fowler

Residence Address: [REDACTED] Street, PO Box [REDACTED], Isleton, CA 95641-0303

Email: [REDACTED]

Phone: [REDACTED]

Employer and Occupation: Retired, future business owner

Currently serving on a Committee/Commission? If yes, please specify:  
On Board of Directors of the Isleton Chamber of Commerce

City of Isleton Residency / Registered to Vote:  Yes  No

All Elected Officials shall be required to complete a Financial Disclosure / Ethics Training:

◆ requires filling of annual Statement of Economic Interests with the FPPC. \_\_\_\_\_

◆ Commission and Committee members must complete ethics and harassment training. \_\_\_\_\_

I certify that the information contained on this form is true and accurate:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF ISLETON COMMISSION AND COMMITTEE APPLICATION

Applicant Name: Ruby Fowler

Commission or Committee you are applying for: Planning Commission

1. Please list any other boards, commissions, or committees on which you have served, and the year(s) of service:

- 2022: Board of Directors, Isleton Chamber of Commerce
- 2009-2020: Was on a number of committees throughout my tenure as a legal secretary at Puget Sound Regional Transit Authority in Seattle, i.e. records management subcommittee, establishing policy regarding records retention, electronic archiving, and records destruction; assisted the public records officer in conducting extensive record searches for varied and voluminous public records requests; community outreach and education, supporting ridership initiatives by the public transportation agency; secretary for the Sound Transit retirement plans committee.
- 2018-2022: Notary Public for the State of Washington

2. Why do you want to serve on this committee or commission:

I believe it is important that the city maintain an independent and autonomous planning commission in order to advance and manage future growth of the city, and to work in concert with the city council in achieving the city's goals and meeting its growth potential. The planning commission is an integral component of the governance structure and provides a forum and means for it's citizens to become involved in the community. I believe the planning commission is the perfect partner to city governance and the city council whereby all bodies provide a system of checks and balances as issues relating to growth, housing needs, environmental [redacted], future demand for se [redacted] and infrastructure are established.

3. Briefly describe your experiences and how you qualify to serve on the committee or commission:

Please refer to item No. 1

4. Any other additional information you wish to attribute:






RECEIVED  
5-24-2010

Joe Kessner

34 Third Ave

I am asking to be considered for one of the open positions on the planning committee. My wife and I have lived in Isleton for close to 10 years and have been active in the local lions club. We have a small store on main street called This and That, that my wife works. I am very interested in where the city is going and how its going to get there. Please consider me for one of the positions. If you have any questions please feel free to contact me at PO Box 522 or phone

  
Joe Kessner







**Yvonne Zepeda**

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**From:** Nick O'Leary <kingoleary@gmail.com>  
**Sent:** Tuesday, May 31, 2022 10:23 AM  
**To:** yvonne.zepeda@cityofisleton.com  
**Subject:** Planning Commission

Hello, I am interested in exercising my constitutional rights and obligations by serving on the Isleton City Planning Commission. I understand that there are two vacant seats, and I feel it is an important measure of oversight for our community and an exciting opportunity for me personally. I am eligible for election under California Government Codes 34882 and 36502, as well as California Election Codes 2101, 201, and 349. Please contact me back to discuss the next steps in this process, and I appreciate your time and consideration.

Nicholas Leo O'Leary  
210 First St, Isleton CA 95641

[Kingoleary@gmail.com](mailto:Kingoleary@gmail.com)



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**Marcus D. Weemes**

710 Annemarie Way  
PO Box 201  
Isleton, CA 95641

themarkusd@gmail.com

June 6, 2022

**City of Isleton**

City Council % Yvonne Zepeda  
101 Second Street  
PO Box 716  
Isleton, CA 95641

Dear City Council Members and Planning Commission,

I am writing to inform you of my interest in filling one of vacancies on the Planning Commission to serve the residents of Isleton. As a resident of Isleton since 2019 I have since moving here been interested in the success of our town, including the development and location of new businesses that serve our town.

I would like to share a little bit about my background and education. I will also attach my resume for your review. I was born and raised in Fort Wayne, Indiana. I graduated from Ball State University where I studied Political Science and Theatre. I went on to receive my Masters Degree in Project Management/Business from the University of Wisconsin Platteville.

My career has been spent working over 21 years in Higher Education Administration in the Campus Housing department which focused on the living experience of 1600-10,000 residents. I have worked at 5 different institutions, including the University of Michigan, University of Illinois at Chicago and the past 6 years as the Director of Campus Housing at Saint Mary's College of California. In addition to working at colleges I also have for the past 6+ years worked full-time in tech for Lyft HQ in San Francisco.

I have managed multi-million dollar revenue and also expenses in my career. I am an energetic leader who's top strengths from the Strengths Quest include being futuristic, strategic, and adaptability. These strengths will be a great benefit to the City of Isleton and our Planning Commission's success!

When I first set eyes on Isleton in 2018, I thought this would be a great community to live in and plant my roots firmly in California. I purchased my home here in the Isleton Village development in September 2019, and have loved educating others about our town. I am very excited about the possibility to serve and help continue to make Isleton a great place for everyone to live and grow together as a community. We are a gem on the Delta!

Respectfully Submitted,



**Marcus D. Weemes**

# MARCUS D. WEEMES

312-545-8441 • themarcusd@gmail.com • 710 ANNEMARIE WAY PO Box 201 • Isleton, CA 95641

**Innovative Change Agent leveraging 22 years of professional leadership and project management experience. Commands large teams with confident and effective management methodologies.**

Dedicated. Focused, business leader and team member with comprehensive knowledge and experience with Lyft and offers innovation needed to bring to life driver hubs and service centers company wide. Exercises interpersonal effectiveness in driving teams to optimal performance levels. Inspires and implements process improvements and operational effectiveness with creativity and high-energy. A data driven manager, who is able to dive deep into the numbers and analytics while excelling in building strong relationships with a wide cross-section of partners. Over 22 years of experience in project management and management, cross-functional partner communication and collaboration from beginning early stage and beyond.

StrengthsQuest Top 5 Characteristics: **Futuristic, Strategic, Adaptability, Competition and Significance**

## **HIGHLIGHTED SKILLS & ACCOMPLISHMENTS**

- Provided leadership in renovations and construction projects and cost-saving management initiatives saving thousands of dollars each year.
- Improves efficiency and ensures seamless operations by spearheading and delivering enhanced training programs to boost the efficacy of customer service, internal/external communications, direct mailings, mail delivery, email communications, and other initiatives.
- Implemented new driver on-boarding processes in the San Francisco market

## **EDUCATION**

**M.S., Business-Project Management | UNIVERSITY OF WISCONSIN PLATTEVILLE**  
**BA, General Studies, Concentration: Political Science and Theatre | BALL STATE UNIVERSITY**

## **PROFESSIONAL DEVELOPMENT & ACCOMPLISHMENTS**

LYFT, Chicago, IL and Northern California, CA 2013 - Present

- Driver Advisory Council Manager - National Driver Engagement** (Sept. 2021-present)
- Driver Advocacy Community Lead - National Driver Engagement** (Aug. 2019-Sept. 2021)
- Driver Advisory Council Special Project Team - NDAC POC** (April 2018-Aug. 2019)
- Silicon Valley: Operations Assoc.** (Sept. 2018 - Aug. 2019), **Sr. Community Assoc** (Jan. 2018 - Sept. 2018)
- Community Associate - San Francisco** (May 2016 - Jan. 2018)

## **Key Accomplishments:**

- Management of the Driver Advisory Council program with over 120 active drivers and 360 alumni members.
  - Coordinate Cross-Functional Partnerships to improve the driver community experience on the platform.
  - Serve as a liaison to resolve customer/driver issues via social media reports (Facebook, Twitter, TikTok, LinkedIn)
  - Managed the daily operations of 2 Hublites in Silicon Valley and provide supervision of 18 Community Associates
  - Facilitate the local team build out and furnishing of 2 Silicon Valley Hublite locations from possession to opening.
  - Manage the Onboarding and Welcome Sessions for New Lyft Drivers at remote locations and Pep Boys stores.
  - Responsible for Analytical information for onboarding sessions including administration of onboarding trackers and performance levels.
  - Responsible for Welcome Session (onboarding) content, pre/post communication and tracking of applicants progress through the application process to beginning to drive.
  - Responsible for location set up, appearance, supplies and signage.
- Driver/Mentor/Recruiter/Ambassador**
- Contributes to lead generation and digital marketing methodologies by monitoring and engaging in social media interaction with clientele to promote online community and brand awareness of the platform for ridesharing opportunities.
  - Facilitates marketing events to connect drivers and customers on a continual basis; strengthens repeat business.
  - Serve as a recruiter/mentor in both the Chicago and San Francisco markets to screen and select new drivers to join the Lyft community.
  - Effective Brand Ambassador for Lyft, having led informal and formal Lyft teams in street team marketing.
  - Maintains a high star rating as a Lyft Driver within the community starting as a driver in Chicago in July 2013 and transferring to San Francisco in July 2015.

Rhithm Inc, Remote

November 2021-March 2022

**Director of Operations**

Oversaw general operations and marketing for the EdTech Startup focused on Wellness and Mental Health of K-12 students. Supervise a full-time marketing lead specialist. Responsible for the corporate card expense process. *Position eliminated in a restructure impacting the loss of 15% of the workforce.*

**Key Accomplishments:**

- Launched a Internal Intranet to improve communication and to serve as a hub for all resources
- Developed the Community Engagement roadmap which included an advisory council, user-group conference, give-back scholarship program, podcast and quarterly user NPS Survey.
- Coordinated the launch of a robust social media plan to build a stronger user base, increase sales and also increase engagement from users.
- Facilitated a Lounge Furniture replacement program for 18 lounges across campus over a 2 week period

Saint Mary's College of California, Moraga, CA

2015-2021

**Director of Campus Housing**

Oversees the management of the Campus Housing Office. Supervise a full-time staff member and up to 12 student staff members; heads contracts, billing, facilities management and assignments for \$18+ Million annual housing operation comprised of 1,600 resident students in 22 residence halls.

**Key Accomplishments:**

- Responsible for developing and implementing policies, procedures and new initiatives, including a key management system, laundry services and amenities programs.
- Responsible for assisting cross-functional departments in the prioritization, funding, scheduling, vendor selection and management, communication with several simultaneous renovation projects of over \$800k each year.
- Facilitated a Lounge Furniture replacement program for 18 lounges across campus over a 2 week period

University of Illinois at Chicago, Chicago, IL

2006-2015

**Area Coordinator for Administration and Operations**

Oversees the management of the Housing Office operations. Supervise four full-time staff members including Resident Director for Administration and Assessment, three Housing Representatives as well as up to 12 student staff members; heads contracts, billing, and assignments for \$33 Million housing operation comprising 3,700+ resident students.

**Key Accomplishments:**

- Responsible for the customer service operation of Central Housing Office, including front desk operations at 5 satellite locations around campus.
- Develop and implement policies, procedures and new initiatives to provide increased efficiencies and cost savings.
- Manifests community, enhanced campus housing communication, and social interaction by spearheading and maintaining content management for social media and email marketing campaign initiatives.

University of Michigan, Ann Arbor, Michigan

2003-2006

**Coordinator of Residence Education**

Headed \$150K+ annual budget while also recruiting, developing, and training four full-time staff members including Resident Directors, Associate Hall Directors, Office Coordinator, and Hall Assistant, up to 37 student staff members.

**Key Accomplishments:**

- Promoted on a progressive basis to oversee up to 1,300-bed co-educational residence hall in final year of tenure; led Living Learning community of 200 students in first year and was granted increasing responsibility with multiple residence halls comprised of up to 600 students.
- Proved vital to catalyzing major improvements and community development initiatives by exercising leadership in various departmental committees including Communication Task Group, Sustainability Committee, Community Development Committee, Technology in Housing Committee, and various other cross-functional teams.
- Contributed to building and revitalization initiatives by developing team comprised of Dining Manager, Building Facilities Manager, and Living Learning & Residence Education Staff.

**Previous Experience:**

**Manager** • COLDSTONE CREAMERY | **Customer Service Specialist** • BEST BUY, INC **Disc Jockey** • Roller Dome North

**Additional Strengths Include:**

Analytics • Social Media • Direct and Digital Marketing Initiatives • Staff Training and Development • Team Leadership  
Customer Service • Interpersonal Effectiveness • Process Improvement • Change Management  
Conference Facilitation • Community Outreach • Public Speaking • Design and Delivery of Presentations



**Yvonne Zepeda**

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RECEIVED  
6/13/22

**From:** Mark Yandow <marksyandow@yahoo.com>  
**Sent:** Monday, June 13, 2022 9:40 AM  
**To:** Charles Bergson; Yvonne Zepeda  
**Subject:** Isleton Planning Commission

Hi

I want to apply to be part of the Isleton Planning Commission as a non resident business man. With River Storage, Bang Mingo and the Delta Queen, I am active in the community.

Thank you

<https://www.linkedin.com/in/marksyandow/>

Mark S. Yandow, Broker BRE#00594950  
CEO/COO Self Storage Management of California  
Based in the heart of California's Central Valley  
<http://www.selfstoragemanagementofcalifornia.com>  
<http://www.linkedin.com/in/marksyandow>  
Contact: . . .

# Experience



## Owner Delta Queen Lodge Isleton CA - Sacramento Delta Region

Delta Queen Lodge · Self-employed

Apr 2022 - Present · 3 mos

Isleton, CA

We are excited to announce the Grand Opening Weekend that commences with a Chamber of Commerce Ribbon Cutting at 4:00 Friday June 17th when the Delta Queen Bar opens with the ...see more



## CEO / COO

Self Storage Management of California

Jul 2011 - Present · 11 yrs

California

SSMC provides third party management of self storage facilities in California and in 2020 ranked 20th largest in the US by Inside Self Storage (ISS). Our office staff is located in Atwater, San Jose, ...see more



## Owner/CFO/Supply Chain

Bang Mingo Farms Duns #08-155-2652

Oct 2016 - Present · 5 yrs 9 mos

Isleton CA

Isleton Dispensary in Sacramento County, some of the greatest cultivation weather to open April 2022, expected Certificate of Occupancy June 15th. The interior furnishings and preparing for initia ...see more





# City of Isleton

## City Council Staff Report

DATE: June 28, 2022

ITEM#: 8.D

CATEGORY: New Business

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### CITY ENGINEER SERVICES

#### SUMMARY

The action amends the City Manager contract to provide for city engineer services.

#### DISCUSSION

The City previously received city engineering services from the previous City Manager who was also a registered civil engineer. The present City Manager, Charles Bergson, is a registered civil engineer however these services were not included in the City Manager contract.

Commencing in 2018 Mr Bergson advised Council that he would provide the services in the interim until a consulting city engineer is retained. The City explored retaining a commercial city engineer from other private firms including MCR Engineering of Manteca and Dillon & Murphy Engineering of Lodi. Their charges for consulting range from \$220 to \$300 per hour as a consulting city engineer. The cost for retaining a commercial consulting city engineer was considered expensive.

The City municipal code and state law requires the City to use the services of a registered civil engineer. These duties include road construction, construction of public facilities, sewage treatment plant operations, State Water Quality Control Board quarterly reports, drainage and flood control, land development, tract and parcel maps, traffic, easements, surveys, and public rights-of-way management.

This action formally authorizes the work that has been provided by Mr. Bergson. In the future, the City will have to budget funds to retain city engineer services. Placing a city engineer on staff would cost an estimated \$150,000 per year. At an estimated rate of 20 hours of service per month for a consulting city engineer, the City will need to budget approximately \$70,000 per year.

#### FISCAL IMPACT

The previous agreement for city engineering services with the prior City Manager was \$100 per hour. Commercial rates for consulting city engineers range from \$220 to \$300 per hour. This action will cost the City \$90 per hour. These services are charged to their respective funding sources. The amendment is attached.

#### RECOMMENDATION

Staff recommends that City Council assign City Engineer duties to Charles Bergson, P.E.

Reviewed by: Charles Bergson, City Manager \_\_\_\_\_

Submitted and prepared by: Yvonne Zepeda, City Clerk





# Contract Amendment of City Manager City of Isleton for City Engineer Services

## I. BACKGROUND

City is in need of a part time City Engineer.

## II. Scope of Services and Time of Performance

The scope of services and budget are shown in Attachment B.

## III. COMPENSATION

City agrees to compensate Consultant for performing the task defined in the Scope of Services described in Attachment B.

The hourly rate for City Engineer services is \$90/hr. This can only be increased by approval by the City Council. Billing rates for outside consultants are shown on Attachment C. Actual assignments will set the budget for each.

This Task Order is hereby executed on \_\_\_\_\_.

"CONSULTANT"		"City of Isleton"	
By:		By:	
Name:	Charles Bergson, P.E.	Name:	Eric Pene
Title:	Civil Engineer	Title:	Mayor
Address:	3200 Broadway	Address:	P.O. Box 716
	Sacramento, CA. 95817		Isleton, CA 95641
Telephone:	(530) 626-4802	Telephone:	(916) 777-7770

## **Attachment B**

Charles Bergson currently has a contract for City Manager services. The proposed Contract Amendment will add City Engineer services to the master contract. The firm is expanded to include other engineers for specific issues and back up for projects where additional help is needed. Services provided by Consultant shall be in accordance with the master agreement dated \_\_\_\_\_2022 between Consultant and City.

### **Scope of Work**

Charles Bergson will provide on-call consulting City Engineer services to the City of Isleton to include (but not be limited to) the following:

1. Review correspondence from state and federal permitting agencies that require response or action from city engineer or public works staff.
2. Assist City Staff as needed on current projects under construction in response to change order requests, shop drawing and submittal review, requests for payment, inspection requests, final acceptance and Notice of Completion, etc.
3. Assist City Staff in processing paperwork with grant programs for transportation and sewage disposal projects or other grants requiring city engineer input.
4. Provide input to City Staff and City Council regarding the City's master plans, capital improvement plans and maintenance needs.
5. Prepare plans, specifications and estimates for capital improvement projects.
6. Provide bid administration, construction management and inspection services to the City as needed.
7. Provide plan review and approval of all proposed private development projects within the City. This will include reviewing and proposing conditions of approval for all entitlement projects (tentative maps, site plans, etc.) and reviewing and approving all encroachment permits, parcel maps, final maps, improvement plans etc.
8. Attend City Council Meetings and/or Planning Commission Meetings as requested by City Staff and Council.
9. Provide all other City Engineer functions as requested by City Staff and Council.
10. Meet City Code obligations as stated, 08.20.60 Municipal facilities, 09.04.030 Management and control of sewer system, 09.12.160 Sewer

construction, 11.04.010 Subdivision of land, Sec. 1103 Standards for off street parking, and loading Sec. 1506 Street dedications.

11. Civil Engineering services for capital project design and construction engineering will be provided by outside engineering firms retained via the City's procurement policy.

### **Budget**

The above services will be provided on an "as needed basis", as directed by a designated Council member, and billed monthly at time and materials Sub consultants will be marked up 10% to cover administrative costs. There will be no retainer.

All work done as City Engineer will be billed to a specific fund. That includes sewer fund, Measure "A", local transportation fund, development, and any other grant that may come along. No time will be billed to the general fund unless circumstances warrant it and the funds are available.

Costs will not exceed City Budget without prior written approval by the Council.

### **Staff**

The designated City Engineer is Charles Bergson, P.E. Mr. Bergson has over 40 years' experience as a professional Civil Engineer and City Engineer. Mr. Bergson is a registered Civil Engineer with the State of California.





# City of Isleton

101 Second Street P.O. Box 716 Isleton, California 95641  
Tel: 916-777-7770 Fax: 916-777-7775 Email: [isletonfire@icloud.com](mailto:isletonfire@icloud.com)

June 28, 2022  
8.E  
New Business

## Staff Report Declaration of Surplus Fire Department Apparatus 06/22/2022

Members of Council,

In order to reduce the amount of rolling stock currently owned and maintained by the City of Isleton and to make room for a new apparatus that we should be taking possession of at the end of July, I would like to request that the following apparatus be declared surplus property so that we may put them up for sale.

2006 Chevy Silverado (Utility 93) License Plate #1229712  
Mileage: 55,503  
Engine Hours: 2909.9

1990 FMC Spartan Type 1 Engine (Engine 293) License Plate #283327  
Mileage: 35,280  
Engine Hours: 2807

2002 Ford F-550 (Engine 593) License Plate #1103162  
Mileage 24,015

Respectfully,

Scott Baroni  
Fire Chief  
City of Isleton







# City of Isleton

101 Second Street, Isleton, California 95641

## CITY MANAGER REPORT

Date: 24 June 2022

To: City Councilmembers

From: Charles Bergson, City Manager

The FY2022-23 Budget is set to be brought back to council in July 2022.

FINANCE REPORTS - Year to Date April fiscal year to date revenues for the general fund and sewer fund are attached.

Annual Fourth of July event at Wilson Ball Park.

July 12, 2022, Callmeana LLC and Stan Bautista will be filming on Main Street 0-99 Block from 5:45am to 9am. Movie is from the book called Into the Valley.

We have a new business downtown at 33 Main Street – Airloom Rituals.

Respectfully  
Charles Bergson, P.E.





	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	TOTAL
91100SW - Indirect Cost Allocation	-1,229.65	-1,926.71	-1,265.03	-1,336.79	-1,318.39	-1,035.18	-905.88	-1,113.72	-1,569.11	-1,017.55	-12,718.01
Total Other Income	-1,229.00	-1,926.06	-1,264.38	-1,336.16	-1,317.74	-1,035.18	-905.88	-1,113.72	-1,569.11	-1,017.55	-12,714.78
Other Expense											
90100SP - Interest Exp - USDA Sewer Proj	47,650.00	0.00	0.00	0.00	19,620.00	0.00	0.00	46,837.50	0.00	42,020.00	156,127.50
92001SW - Transfer Out - Debt Service	0.00	0.00	31.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.25
Total Other Expense	47,650.00	0.00	31.25	0.00	19,620.00	0.00	0.00	46,837.50	0.00	42,020.00	156,158.75
Net Other Income	-48,879.00	-1,926.06	-1,295.63	-1,336.16	-20,937.74	-1,035.18	-905.88	-47,951.22	-1,569.11	-43,037.55	-168,873.53
Net Income	-39,318.46	17,100.12	17,615.58	23,654.74	1,878.30	20,362.89	30,448.88	-12,108.60	24,137.06	-10,180.17	73,590.34

**410 Sewer O&M - City of Isleton**  
**Checks and Withdrawals**  
April 2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Credit</u>
Bill Pmt -Check	04/04/2022	2425	NPDES Testing May 2022	1,123.00
Bill Pmt -Check	04/05/2022	2426	Stewart Industrial Supply, Inc.	22.34
				<u>1,145.34</u>
				<u>1,145.34</u>
				<u>1,145.34</u>



# General Fund - City of Isleton Profit & Loss

July 2021 through April 2022

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	TOTAL
<b>Ordinary Income/Expense</b>											
Income											
4700013 - Parking Enforcement	0.00	0.00	57.50	0.00	288.50	222.50	0.00	0.00	0.00	0.00	568.50
Charges for Services	938.85	3,719.49	1,027.41	11,931.11	1,861.03	4,617.10	841.12	14,646.12	11,898.11	3,728.44	55,208.78
Fines and Forfeitures	0.00	0.00	0.00	0.00	2,712.27	0.00	-80.32	0.00	0.00	0.00	2,631.95
Licenses and Permits	40.00	1,365.00	4,032.77	3,517.53	1,695.80	12,861.28	7,011.75	734.95	2,289.78	229.00	33,777.86
Other Revenues	1,865.97	27,373.34	88,190.53	25,114.10	40,935.65	27,741.91	0.00	30,308.15	4,585.00	11,432.00	257,546.55
Taxes and Assessments	28,865.05	91,456.00	40,039.20	51,768.50	94,483.93	67,128.53	91,124.61	75,088.63	22,087.20	68,806.71	630,848.56
Use of Money	0.00	8.13	4.17	4.68	2.73	2.78	20.87	2.41	2.74	1.74	50.25
Grant Income - Other	94,233.10	10,500.00	6,708.75	0.00	10,000.00	0.00	445.30	32,307.09	70,428.39	8,977.40	233,600.03
6100122 - Returned Check Charges	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00	25.00
Total Income	125,942.97	134,421.96	140,060.33	92,335.92	152,004.91	112,574.10	99,363.33	153,087.55	111,291.22	93,175.29	1,214,257.58
Gross Profit	125,942.97	134,421.96	140,060.33	92,335.92	152,004.91	112,574.10	99,363.33	153,087.55	111,291.22	93,175.29	1,214,257.58
Expense											
9100033 - Credit Card Fees	0.00	0.00	0.00	199.78	162.25	134.93	121.09	142.14	136.94	215.78	1,112.91
8450054 - Weed Abatement - BILLABLE	512.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	512.40
8220412 - Parking Enforcement Expense	300.70	0.00	2,819.94	0.00	3,183.25	2,426.86	2,133.47	1,677.60	1,985.54	1,841.82	16,388.18
9100032 - Bank Service Charges	0.00	0.00	0.00	10.00	0.00	0.00	35.00	0.00	0.00	0.00	45.00
09 - Grant Expense	919.69	10,587.59	9,619.71	7,278.67	638.66	15,562.91	678.72	17,020.91	83,340.08	20,972.56	166,617.70
10 - General Government	40,508.24	63,753.09	38,401.58	31,105.83	38,080.75	55,962.80	45,914.89	34,367.12	67,653.35	61,300.41	477,028.06
20 - Public Safety	30,847.11	32,332.57	24,674.58	24,936.46	27,594.90	77,142.17	53,133.35	58,196.86	31,716.74	31,950.64	392,525.38
30 - Parks & Recreation	500.20	499.72	812.79	674.36	849.87	656.78	674.16	826.34	3,103.45	708.56	9,306.23
52 - Public Ways and Facilities	20,575.74	10,106.90	12,223.08	5,959.93	5,866.49	10,248.48	10,710.22	-6,771.14	11,157.04	12,392.07	92,468.81
53 - Community Development	761.05	1,398.03	762.29	1,249.95	436.49	798.15	602.19	552.22	947.93	690.79	8,199.09
56 - Non Departmental Expenses	56.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	456.91
66900 - Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57 - Covid 19	2,091.87	2,032.44	509.82	1,722.68	29.41	327.05	464.33	578.55	1,847.46	386.79	10,000.40
831505W - Repairs & Maintenance Sewer	864.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	864.00
844000 - Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	927.55	0.00	0.00	927.55
Total Expense	97,937.91	120,710.34	89,823.79	73,135.66	76,822.27	163,260.13	114,467.42	107,518.15	202,288.53	130,469.42	1,176,433.62
Net Ordinary Income	28,005.06	13,711.62	50,236.54	19,200.26	75,182.64	-50,686.03	-15,104.09	45,569.40	-90,997.31	-37,294.13	37,823.96
Other Income/Expense											
Other Income	0.00	0.00	0.00	0.00	36,928.88	0.00	-26,726.55	0.00	0.00	0.00	10,202.33
92200 - Strike Fund - Fire	1,874.80	3,259.34	1,804.20	1,638.89	2,108.80	1,890.69	1,534.88	1,753.49	2,357.27	1,827.76	20,050.14
9200112 - Indirect cost allocation											
Total Other Income	1,874.80	3,259.34	1,804.20	1,638.89	39,037.68	1,890.69	-25,191.67	1,753.49	2,357.27	1,827.76	30,252.47
Other Expense											
Debit Service Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,120.27	5,120.27
Prior Period Adjustment	1,163.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,163.19
Total Other Expense	1,163.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,120.27	6,283.46
Net Other Income	711.61	3,259.34	1,804.20	1,638.89	39,037.68	1,890.69	-25,191.67	1,753.49	2,357.27	-3,292.49	23,969.01
Net Income	28,716.67	16,970.96	52,040.74	20,839.15	114,220.32	-48,795.34	-40,295.76	47,322.89	-88,640.04	-40,586.62	61,792.97

General Fund - City of Isleton

Checks and Withdrawals

April 2022

Type	Date	Num	Name	Credit
Bill Pmt -Check	04/04/2022	18196	Ramos Oil Company	1,123.59
Bill Pmt -Check	04/04/2022	18197	Ramos Oil Company	341.42
Bill Pmt -Check	04/10/2022	18198	Verizon Wireless	915.84
Bill Pmt -Check	04/05/2022	18199	Aramark	368.86
Bill Pmt -Check	04/05/2022	18200	PG&E- WILSON BALLPARK	10.18
Bill Pmt -Check	04/05/2022	18201	Frontier Communications	656.57
Bill Pmt -Check	04/05/2022	18202	CAL-WASTE RECOVERY SYSTEMS	691.28
Bill Pmt -Check	04/05/2022	18203	IMAGE SOURCE	27.49
Bill Pmt -Check	04/05/2022	18204	Small Cities Organized Risk Effort	4,318.40
Bill Pmt -Check	04/05/2022	18205	Napa Auto Parts/Stewart Ind. Suppl	96.58
Bill Pmt -Check	04/05/2022	18207	Sacramento Area Council of Govmt	307.00
Bill Pmt -Check	04/08/2022	18208	Sacramento County Sheriff's Dept.	2,000.00
Bill Pmt -Check	04/08/2022	18209	Rio Vista Ford	793.27
Bill Pmt -Check	04/08/2022	18210	Price Consulting Services	7,040.00
Bill Pmt -Check	04/08/2022	18211	Western Fire Supply	2,526.57
Bill Pmt -Check	04/08/2022	18212	RIO VISTA BEACON	150.00
Bill Pmt -Check	04/11/2022	18213	Municipal Code Corporation	395.00
Bill Pmt -Check	04/05/2022	18214	RADIAL TIRE OF WALNUT GROVE	1,194.41
Bill Pmt -Check	04/11/2022	18215	Betty Garcia	150.00
Bill Pmt -Check	04/13/2022	18216	Brookcrest by Culligan Water	9.95
Bill Pmt -Check	04/13/2022	18217	Rentafence.com	31.81
Bill Pmt -Check	04/13/2022	18218	PG&E- City of Isleton	1,131.72
Bill Pmt -Check	04/13/2022	18219	RIO VISTA BEACON	130.00
Bill Pmt -Check	04/13/2022	18220	League Of California Cities	0.00
Bill Pmt -Check	04/13/2022	18221	League Of California Cities	577.00
Check	04/14/2022	18222	Big Valley Electric	26,356.00
Check	04/14/2022	18223	Dynamic Planning - CA HCD Grant	19,064.30
Bill Pmt -Check	04/18/2022	18224	California American Water-Combined	1,298.17
Bill Pmt -Check	04/18/2022	18225	California American Water - 307 2nd IRR	16.44
Bill Pmt -Check	04/18/2022	18226	Delta Computer Consultants	490.00
Bill Pmt -Check	04/18/2022	18227	United Rentals	1,210.39
Bill Pmt -Check	04/28/2022	18228	Kaiser Foundation Health Plan	5,395.00
Bill Pmt -Check	04/20/2022	18229	Clark Pest Control Svs	1,005.00
Bill Pmt -Check	04/20/2022	18230	United Rentals	341.65
Bill Pmt -Check	04/21/2022	18231	Premier Access Insurance Co.	693.68
Bill Pmt -Check	04/21/2022	18232	Betty Garcia	150.00
Bill Pmt -Check	04/25/2022	18233	IMAGE SOURCE	315.85
Bill Pmt -Check	04/26/2022	18234	State Compensation Insurance Fund	166.48
Bill Pmt -Check	04/26/2022	18235	Small Cities Organized Risk Effort	4,318.40
Bill Pmt -Check	04/27/2022	18236	Behavioral Analysis Training	575.00
Bill Pmt -Check	04/28/2022	18237	PG&E- City of Isleton	3,954.92
Check	04/28/2022	18238	Jory Hadden	2,134.53
Bill Pmt -Check	04/28/2022	18239	Home Depot	2,065.16
Bill Pmt -Check	04/28/2022	18240	SP Plus	1,398.00
Bill Pmt -Check	04/28/2022	18241	Clark Pest Control Svs	1,005.00