

City of Isleton

City Council
Staff Report

DATE: January 10, 2023

ITEM#: I.D

CATEGORY: Opening Ceremonies

SACRAMENTO COUNTY REGISTRAR OF VOTERS CERTIFICATE OF FACTS ACCEPT THE NOVEMBER 8, 2022, GENERAL ELECTION RESULTS

SUMMARY

The Sacramento County Registrar of Voters has submitted its Certificate of Fact for the November 8, 2022 Election.

DISCUSSION

The results of the November 8, 2022 Election has been reported by the Sacramento County Registrar of Voters (copy of the report is attached). This report contains the results of the City of Isleton Municipal Election. City Council is recommended to accept the Registrar of Voters Certificate.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that the City Council accept the County Registrar of Voters Certificate of Facts for the November 8, 2022 Election Results.

Prepared by: Charles Bergson, City Manager



Submitted by: Yvonne Zepeda, City Clerk



**COUNTY OF SACRAMENTO
VOTER REGISTRATION AND ELECTIONS
CERTIFICATE OF FACTS**

STATE OF CALIFORNIA }
County of Sacramento } ss.

I, HANG NGUYEN, Interim Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in Sacramento County in the:

City of Isleton, City Council – Short Term

for the purpose of electing:

One (1) Councilmember

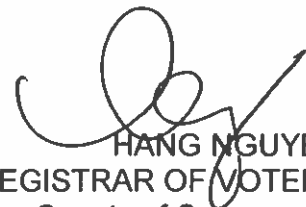
at the **November 8, 2022 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Name	Total Votes Cast
*E. Kelly Hutson	146

I further certify that the conduct of the election and canvass of the ballots was, in every respect, in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this **7th day of December, 2022**, in accordance with the laws of the State of California.

**HANG NGUYEN
INTERIM REGISTRAR OF VOTERS
County of Sacramento
State of California**

*Elected



**COUNTY OF SACRAMENTO
VOTER REGISTRATION AND ELECTIONS
CERTIFICATE OF FACTS**

STATE OF CALIFORNIA }
County of Sacramento } ss.

I, HANG NGUYEN, Interim Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in Sacramento County in the:

City of Isleton, City Council

for the purpose of electing:

Three (3) Councilmembers

at the **November 8, 2022 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Name	Total Votes Cast
*Pamela Bulahan	119
*Iva Walton	93
*David Kent	93
Aleida Suarez	83
Eric M. Pene	71

I further certify that the conduct of the election and canvass of the ballots was, in every respect, in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this **7th day of December, 2022**, in accordance with the laws of the State of California.




HANG NGUYEN
INTERIM REGISTRAR OF VOTERS
County of Sacramento
State of California

*Elected

Oath of Office

State of California

County of Sacramento

} ss.

For the office of _____

I, _____,
do solemnly swear (or affirm) that I will support and defend
the Constitution of the United States and the Constitution of
the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the
Constitution of the United States and the Constitution of the
State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will
well and faithfully discharge the duties upon which I am about
to enter.

Subscribed and sworn to before me, this _____ day of _____, 20____.

Term expires _____

City of Isleton

City Council
Staff Report

DATE: January 10, 2023

ITEM#: 4.A

CATEGORY: Communication

COMMUNICATION

SUBJECT:

- A. Delta residents survey research project, from Annie Merritt Delta Council.
- B. November 28, 2022 State Water Resources Control Board member visit.
- C. City Manager email to Planning Commissioners, December 30, 2022.
- D. Department of Water Resources, Division of Flood Management.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

City Council receive communication.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda _____

Reviewed by: City Manager, Charles Bergson  _____

Diana Obrien

From: Merritt, Annie@DeltaCouncil <annie.merritt@deltacouncil.ca.gov>
Sent: Monday, December 12, 2022 11:06 AM
To: dianaobrien@cityofisleton.com
Subject: Request to share materials: Delta Residents Survey research project
Attachments: Delta Residents Survey Flyer.pdf

Good morning,

My name is Annie Merritt and I am an Environmental Scientist with the Delta Stewardship Council. I wasn't sure which contact is most appropriate for this request, so please let me know if I should contact someone else about this. I'm reaching out regarding the **Delta Residents Survey research project and to ask for the City's help in raising awareness about the survey project among Isleton residents**. The Delta Residents Survey is a research project being conducted by the University of California Sea Grant program and Sacramento State University, with funding from the Delta Science Program, a state-funded research program for the Delta. The main objective of this research survey is to gain a better understanding of the attitudes, values and well-being of Delta residents, related to social and environmental issues. This is *not* a partisan opinion poll or associated with any specific infrastructure project. The survey offers the opportunity for community members to have their voices and priorities heard by Delta decision-makers in state and local governments, so that communities' perspectives can be better represented in policy and management decisions about the Delta. More information on the survey is provided below and in the attached flyer.

We know that communities have a lot of asks on their time and receive a lot of spam mail. That's why we are reaching out to the City to ask for help raising awareness about the survey, so that when Isleton residents receive the survey in their postal mailboxes in January 2023, they are more willing to respond. **We would greatly appreciate it if the City would be willing to share the announcement below, and/or the attached flyer, via the City's communication channels (e.g. newsletters, listserves, or on your website) this month (December 2022) and again in early January 2023 (when the survey will be mailed out)**, to help spread the word about the survey and encourage residents to respond when the survey is mailed out in January.

Please feel free to reach out to the lead researcher on the project, [Dr. Jessica Rudnick \(jrudnick@ucsd.edu\)](mailto:jrudnick@ucsd.edu) | (916) 902-6596), at any time with any questions, concerns or requests for additional information.

Thank you for your support,
Annie Merritt

ANNOUNCEMENT TO SHARE:

Please support the DELTA RESIDENTS SURVEY, an important research project being conducted by University of California, California State University and the California state government, to understand and represent Delta community members' perspectives on key environmental issues

- **Who is doing this research?** The survey research is being conducted by a collaborative team across the University of California (including [CA Sea Grant](#), [UC Davis](#), and [UC Berkeley](#)), CSU [Sacramento State University Institute for Social Research](#), with research funding from the [Delta Science Program](#), a state government funded research program on the Sacramento-San Joaquin Delta. There is no partisan or political affiliation.
- **What is the purpose of the survey?** The survey aims to better understand residents' attitudes and experiences with social and environmental issues in the Delta. The survey approach follows scientific methods to target a demographically representative sample and develop accurate data on residents' attitudes, priorities and values around key issues. The data will be shared with Delta decision-makers to provide on-the-ground public opinion data.

- **Who is eligible to respond to the survey?** Invitations to participate in the survey will be sent to approximately 50,000 residential addresses across the rural, urban and suburban Delta region. Invitations will be arriving in late January through February 2023. The invitation letters will provide instructions on how to access the survey online, on a mobile device, or to request a paper copy.
- **How will the data be used? Why should residents respond?** Delta decision-makers have more data on the water flows, fish populations and levees in the Delta than they do on the experiences and perspectives of the nearly 1.5 million people that live in and around the Delta. The Delta Residents Survey aims to collect this important data so that decisions can better incorporate community members perspectives. All responses are anonymous. All participants will be provided a \$5 gift card after completing the survey, as a small token of appreciation for their time. Survey results will be available through the Delta Stewardship Council's Social Science webpage: <https://deltacouncil.ca.gov/social-science>
- **Point of contact:** Please feel free to reach out to the lead researcher on the project, [Dr. Jessica Rudnick \(jrudnick@ucsd.edu\)](mailto:jrudnick@ucsd.edu) | (916) 902-6596, at any time with any questions, concerns or requests for additional information. Dr. Rudnick is a University of California Sea Grant extension specialist working in the Delta. She specializes in environmental social science and better understanding communities' experiences and perspectives on social and environmental issues.



Annie Merritt (She/Her/Hers)
Environmental Scientist
Delta Stewardship Council
Planning & Performance Division

annie.merritt@deltacouncil.ca.gov

715 P Street, 15-300
Sacramento, CA 95814

COMING SOON: DELTA RESIDENTS SURVEY



Understanding Sacramento-San Joaquin Delta residents' livelihoods, well-being, priorities, and concerns for the region is necessary for developing balanced approaches to policy and management. The Delta Residents Survey provides a research tool to capture Delta residents' perspectives and needs.

In January 2023, invitations to participate in the survey will be sent via postal mail to all households in the interior Delta and a sample of households in the urban and suburban Delta. All survey respondents will be offered a **\$5 gift card** from California State University, Sacramento, as a token of gratitude for participating.

We need your help to ensure all communities are represented! Please share this survey announcement with your networks and encourage survey participation. To learn more, scan the QR code above or contact lead researcher Dr. Jessica Rudnick at jrudnick@ucsd.edu or (916) 902-6596.

This research is being conducted by a collaborative team across the University of California and California State University systems with funding from the Delta Science Program.



RECEIVED
12-19-22



GAVIN NEWSOM
GOVERNOR
YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION



State Water Resources Control Board

December 13, 2022

Mr. **Eric Pene**, Mayor
Mr. Charles Bergson, City Manager
Mr. Gerry Zink, Chief Plant Operator
City of Isleton
25 Main Street
Isleton, CA 95641

RE: NOVEMBER 28, 2022 STATE WATER BOARD MEMBER SITE VISIT

Dear Mayor Pene, Mr. Bergson and Mr. Zink:

On behalf of State Water Board Vice Chair, Dorene D'Adamo, Board member Nichole Morgan, and staff, we thank you for your hosting the November 28, 2022 site visit for our one-on-one discussions regarding your City's sanitary sewer system. Additionally, please convey our appreciation to other City staff and consultants that planned and participated in the visit. Our discussions during the visit clarified the concerns small agencies hold regarding regulatory compliance and funding needs for municipal sanitation infrastructure.

The topics discussed during the site visit were considered by the State Water Board during its December 6, 2022 adoption of the reissued statewide Sanitary Sewer Systems General Order. Our staff is committed to continue addressing concerns and challenges that small agencies like yours are facing among other local municipal demands.

Our Division of Water Quality staff is available to further discuss small agency needs to address ongoing regulatory compliance challenges. You may contact our staff by email at SanitarySewer@waterboards.ca.gov, for follow up discussion.

Sincerely,

A handwritten signature in blue ink that reads "Karen Mogus".

Karen Mogus, Deputy Director
Division of Water Quality

cc: Patrick Pulupa, Executive Officer, Central Valley Water Board
Patrick.Pulupa@waterboards.ca.gov

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

→ City Council

Charles Bergson

From: Charles Bergson <cbergson@cityofisleton.com>
Sent: Friday, December 30, 2022 12:32 PM
To: 'Mandy Elder'
Cc: 'Booher, Andreas'; 'Yvonne Zepeda'
Subject: FW: To Planning Commission members - Agendas

Commissioners,

Please be advised the communications from Commissioners Fowler and Burke of 12.29.22 are Brown act violations. Note Commissioner Burke's discussion of 502 Sixth Street in this communication is a Brown Act violation. Staff advises all City office holders to comply with the State Brown Act.

At the December meeting Staff advised the Commission that the last City Council meeting of December and the Planning Commission meeting of January are canceled. Should the Commission so direct, the items noted in the 12.29.22 communication can be placed upon the next agenda; a special meeting of the Commission on 17 January or on 07 February.

The Isleton Municipal Code has been placed back on the City's website. It was inadvertently dropped during a recent website update.

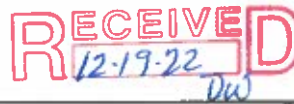
Should you have any questions, please do not hesitate to call.

R, Chuck Bergson

CHARLES BERGSON, P.E.

City of Isleton

City Manager
101 Second Street
Isleton, California 95641

**DEPARTMENT OF WATER RESOURCES**

DIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000



November 30, 2022

Honorable Mayor Eric Pene
City of Isleton
PO Box 758
Isleton CA 95641-0758

Dear Honorable Mayor Eric Pene:

Our records indicate your agency is the owner of property on the attached list of parcels. You are receiving this letter to make you aware that these properties are protected by State-Federal levees and are exposed to potential flood risk from one or more sources.

The Central Valley is home to approximately 1,600 miles of State-Federal levees. Although local, State, and Federal agencies are continuing to improve this levee system, there always will be flood risk. When a levee fails, the consequences can be catastrophic.

State law (CA Water Code Section 9121) requires the Department of Water Resources (DWR) to provide an annual written notice of residual flood risks to owners of property, including public agencies, that are protected by State-Federal levees.

To define the areas protected by State-Federal levees, DWR developed Levee Flood Protection Zone (LFPZ) maps (required by CA Water Code Section 9130) using the best available information. These maps also designate those properties where flood levels would be more than three feet deep if a State-Federal levee were to fail. Your property can be located on these maps by visiting our website at <https://water.ca.gov/myfloodrisk>.

While future precipitation is uncertain, flooding is always possible given the right conditions, and climate change will continue to increase the risk of flooding due to larger, warmer, and wetter storms.

Please review the attached 2022 Flood Risk Notice, it includes actions you can take to protect lives and properties and reduce flood damages. Additionally, please give this notice to facility managers or administrators within your organization and share it with your tenants if you lease your property to others.

For more information, please contact the Flood Risk Notification Team at (877) 769-7475 or myfloodrisk@water.ca.gov.

Sincerely,

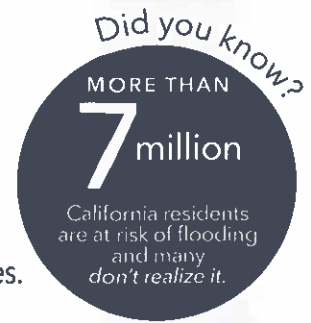
Gary Lippner, Deputy Director
Flood Management and Dam Safety

Attachments

APN	Site Address	County	Flood Source(s)
157-0013-002-0000	Delta Ave, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0013-005-0000	101 2nd St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0013-006-0000	101 2nd St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0015-002-0000	100 2nd St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0015-003-0000	206 Jackson Blvd, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0015-004-0000	Jackson Blvd, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0021-008-0000	307 2nd St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0021-011-0000	1st St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0023-001-0000	Main St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0024-001-0000	Main St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0026-002-0000	502 2nd St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0031-002-0000	River Rd, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0034-005-0000	44 Main St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0040-017-0000	100 6th St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0040-018-0000	Sacramento County	Sacramento County	Georgiana Slough & Sacramento River
157-0051-001-0000	412 Union St, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0073-027-0000	Sacramento County	Sacramento County	Georgiana Slough & Sacramento River
157-0075-001-0000	Jackson Slough Rd, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0100-059-0000	1 Andrus Cir, Isleton 95641	Sacramento County	Georgiana Slough & Sacramento River
157-0100-061-0000	Sacramento County	Sacramento County	Georgiana Slough & Sacramento River

Consider these facts . . .

- › **Levees** may reduce, but do not eliminate, the risk of flooding and are subject to catastrophic failure.
- › Even if a levee meets the FEMA standard of protection, there is a **greater than 25% chance** of a larger flood occurring within any 30-year period (the length of a typical home mortgage).
- › Flood damage is **not covered** by most standard home, renter, and business owners' insurance policies.
- › **The State recommends that you obtain flood insurance for your property.**
Contact your insurance agent or call the National Flood Insurance Program at 1-877-336-2627.



Remember these **simple tips** to:



Prepare

Prepare an emergency kit that includes: flashlights, radio, batteries, candles, matches, blankets, water, food, first-aid kit, and a list and supply of all medications.

Keep important documents and valuable possessions on an upper level of the structure, or as high as possible.

Make a list of items to take with you and have a plan for your pets.

Know how to safely shut off your utilities.

Listen to authorities for emergency instructions.

Establish a family meeting place.

Prevent

Keep storm drains, gutters, and ditches clear.

Check with your local flood control agency to see if a permit is required if you plan to build on, fill, alter, or re-grade your property.

Never excavate, plant, modify, or build anything on any levee or flood control easement without permits from the appropriate local, state, and federal agencies.



For more ideas about protecting your property against floods, go to **water.ca.gov/myfloordrisk**

and click on

"Protect Your Property from Flooding."



Protect

Never drive through flooded streets or roads. More people are trapped and die in their vehicles than anywhere else during floods.

Never try to escape rising floodwater by going into the attic unless you have roof access, or if there are no other safe options.

Consider buying flood insurance. It is a wise investment.

This notification contains important flood risk information regarding the address listed in the flyer. Please share this notice with tenants, if applicable. To find out more information on your flood risk and/or get a list of your local emergency contacts, please visit **www.water.ca.gov/myfloordrisk** or email us at: **myfloordrisk@water.ca.gov** or call us at: **1-877-7MY-RISK (1-877-769-7475) TTY:711**

Esta notificación contiene información importante sobre el riesgo de inundación de la propiedad indicada en este folleto. Comparta este aviso con sus inquilinos, si procede. Para obtener más información sobre su riesgo de inundación y obtener una lista de sus contactos de emergencia locales, visite **www.water.ca.gov/myfloordrisk** o envíennos un correo electrónico a: **myfloordrisk@water.ca.gov** o llame al: **1-877-7MY-RISK (1-877-769-7475) Línea TTY:711**

Dear Property Owner,

California has many different terrains and climates, and given the right conditions, flooding can happen anytime and anywhere—even during one of the most severe droughts in the region's history. Your property is located behind a State-Federal project levee (even if you cannot see the levee). According to our records, your properties located at [see attached table(s)] for property addresses] may be exposed to potential flood risk from the [see attached table(s)] for flooding sources]. Your property may also be at risk for flooding from other sources not identified in this notice, such as creeks and local storm drains. Visit water.ca.gov/myfloodrisk and enter your property address to find the areas subject to flooding if State-Federal project levees should fail and to get information about State-Federal levees in your area.



Flood Risk Notification Program
California Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001

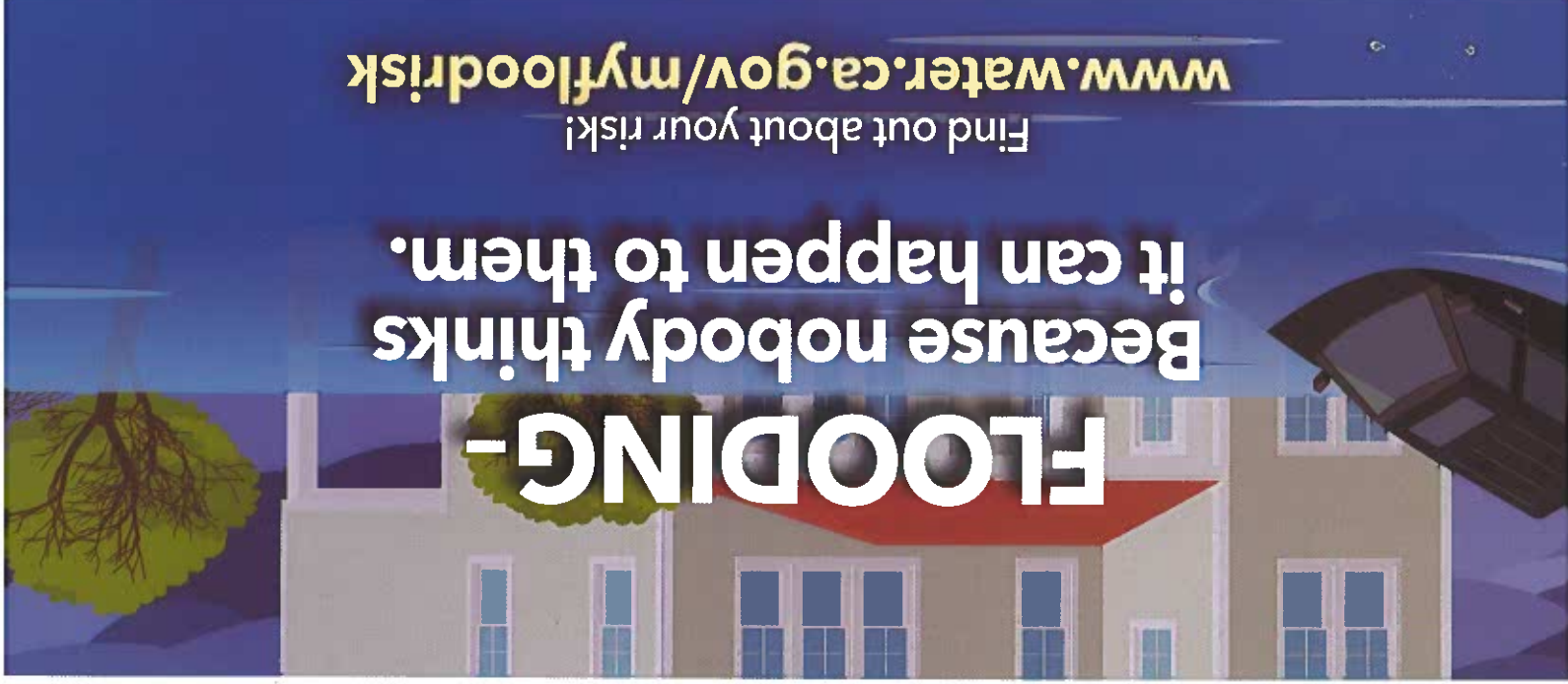
Protect what you value most.

FLOODING-

Because nobody thinks it can happen to them.

Find out about your risk!

www.water.ca.gov/myfloodrisk



City of Isleton

City Council
Staff Report

DATE: January 10, 2023

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 13, 2022

SUMMARY

A. Review of the Regular City Council Meeting minutes of December 13, 2023.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

A. City Council review and approve the draft minutes of the Regular City Council meeting of Decembe, 2023.

ATTACHMENTS

- Minutes of the Regular City Council Meeting of December 13, 2023.

Reviewed by: Charles Bergson, City Manager

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk

CITY OF ISLETON

Regular City Council Meeting Minutes

Tuesday, December 13, 2022 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

TELECONFERENCE OR IN PERSON MEETING

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

1. OPENING CEREMONIES

A. Welcome & Call to Order – Mayor Eric Pene called to order at 6:30pm.

B. Pledge of Allegiance

C. Roll Call

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

2. AGENDA CHANGES OR DELETIONS

ACTION: None.

3. PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this Agenda. Speakers are requested to use the podium in front of the Council and to begin by stating their name, whether they reside in Isleton and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and the time available for the rest of the Agenda. In the event comments are related to an item scheduled on the Agenda, speakers will be asked to wait to make their comments until that item is being considered.
ACTION: None.

4. COMMUNICATION

A. Letter of Resignation from Isleton Historic Preservation Board from Aleida Suarez.

ACTION: City Council has to appoint two members to board.

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

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

B. City of Isleton 2024 Blueprint outline from Sacramento Area Council of Government.

5. CONSENT CALENDAR

A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of November 22, 2022.

RECOMMENDATION: City Council review and approve the draft minutes of the Regular City Council meeting of November 22, 2022.

ACTION: Councilmember Paul Steele motion to approve the draft minutes of the Regular City Council meeting of November 22, 2022. Vice Mayor Pamela Bulahan second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 5-0.

6. PUBLIC HEARING

A. **SUBJECT:** None.

7. OLD BUSINESS

A. **SUBJECT:** City of Isleton 100th Anniversary Celebration, permit application.

RECOMMENDATION: Status report on the event permit application for the Isleton 100th Anniversary-Crawdad Festival for 17-18 June 2023.

ACTION: Councilmember Paul Steele said, we need to change the name to Crawdad Festival as Chamber is having the 100th Year Anniversary celebration. Councilmember Paul Steele said Hollis needs permit and directed staff to issue permit. Councilmember Iva Walton mentioned she has numbers for people, music, crawdad beer competition.

B. **SUBJECT:** Fiscal Year Budget 2022-23, City of Isleton.

RECOMMENDATION: That City Council adopt the Fiscal Year 2022-23 Budget.

ACTION: Councilmember Paul Steele motion to adopt the Fiscal Year 2022-23 Budget. Vice Mayor Pamela Bulahan second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 5-0.

C. **SUBJECT:** Sacramento County Request, return of funds.

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

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

RECOMMENDATION: It is recommended City Council direct the return of Sacramento County's disbursement in the amount of \$703,375.07.

ACTION: Councilmember Paul Steele motion to direct the return of Sacramento County's disbursement in the amount of \$703,375.07. Initially send all funds save the amount spent on the presently serving off duty police (\$13,455.12) and thence send the off duty amount with letter of explanation to the County. Councilmember Iva Walton second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

D. SUBJECT: City Public Meeting, Teleconferencing Policy.

RECOMMENDATION: That City Council approve the Public Meeting Teleconferencing Policy.

ACTION: Councilmember Iva Walton motion to approve the Public Meeting Teleconferencing Policy. Councilmember Kelly Hutson second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

8. NEW BUSINESS

A. SUBJECT: Funding Agreement between the State of California (Department of Water Resources) and the City of Isleton Agreement Number Proposition 1 Round 3 Delta Flood Emergency Response Grant.

RECOMMENDATION: Staff recommends City Council review and approve the funding agreement between the State of California (Department of Water Resources) and the City of Isleton and Commitment Letter for the Proposition 1 Round 3 Delta Flood Emergency Response Grant.

ACTION: Councilmember Paul Steele motion to approve the funding agreement between the State of California (Department of Water Resources) and the City of Isleton and Commitment Letter for the Proposition 1 Round 3 Delta Flood Emergency Response Grant. Councilmember Iva Walton second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

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

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

- B. SUBJECT:** Ordinance No. 2022-007, an Ordinance of the City Council of the City of Isleton adopting the 2022 California Building Standards Code Title 24, 2021 International Property Maintenance Code and 1997 Uniform Code for abatement of dangerous buildings.

RECOMMENDATION: That City Council adopt Ordinance No. 2022-007, an Ordinance of the City Council of the City of Isleton adopting the 2022 California Building Standards Code Title 24, 2021 International Property Maintenance Code and 1997 Uniform Code for abatement of dangerous buildings.

ACTION: Councilmember Paul Steele motion to adopt Ordinance No. 2022-007, an Ordinance of the City Council of the City of Isleton adopting the 2022 California Building Standards Code Title 24, 2021 International Property Maintenance Code and 1997 Uniform Code for abatement of dangerous buildings. Councilmember Iva Walton second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 5-0.

9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson-Crawdads/Frozen to try.
- B. Councilmember Paul Steele-SPAM Festival Feb. 19, 2023. Annual Holiday Party at Peter's Steak House was great, 60 people.
- C. Councilmember Iva Walton-None.
- D. Vice Mayor Pamela Bulahan- Old still water Orchard-Willow Ball Room. Deadline is Friday.
- E. Mayor Eric Pene-Police meeting with Cooper.

10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – Code Enforcement Today-Jim Soria. Wilson Ball Park, engineers this week and assisting Asian Heritage Park for bid.
- B. Fire Chief Report –None.
- C. Code Enforcement Report – None.

11. CLOSED SESSION

11.1 None.

12. ADJOURNMENT

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

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

AYES:
NOES:
ABSTAIN:
ABSENT:

MAYOR, Eric Pene.

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

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

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City of Isleton

DATE: January 10, 2023

City Council Staff Report

ITEM#: 6.A

CATEGORY: Public Hearings

ISLETON WATER TOWER, HISTORIC LANDMARK DESIGNATION 411 Union Street

SUMMARY

California American Water Company (CalAm) advised the City that they are planning to remove the Isleton Water Tower sometime in 2024, or soon thereafter. At its September 27, 2022, regular meeting, the City Council directed staff to evaluate the feasibility of designating the tower as a Landmark through the City's Historic Preservation Ordinance. On November 16, 2022, the Historic Preservation Board conducted a public meeting and recommended to the City Council designation of this structure as a landmark. The Council is requested to consider formally designating the tower as a landmark in accordance with the City's Historic Preservation Ordinance by adopting the attached resolution. Also attached is the complete staff report to the Board with all the project details and draft minutes of their meeting.

DISCUSSION

Based on the opinion of staff and the Historic Preservation Board, and in accordance with the City's Historic Preservation Ordinance the water tower meets the following criteria for designation as a landmark:

1. It reflects interest or value as part of the heritage of the city.

Analysis: Although staff was unable to find specific dates of installation, based on photo documentation, a water tower structure on this particular site has been around for more than 50 years and has become a visual icon for the City. Actual dates of installation could not be confirmed, but the first structure appears to have been constructed in the 1940s and replaced by a newer tower structure in the 1990s.

2. It contains outstanding or exemplary elements of attention to architectural design, detail, materials or craftsmanship of a particular historic period.

Analysis: Due to its height, location, and visual prominence, the tower has a visual character that exemplifies the City's heritage as a symbol for Isleton.

3. It is in a unique location or contains one or more physical characteristics representing an established and familiar visual feature of a neighborhood.

Analysis: The tower is in a central location in Isleton, both near the downtown and near the east entrance into Isleton from the Highway, welcoming visitors to the City. It represents an established familiar visual feature of the town and it's the only elevated water town structure in Isleton.

Public Comments: During the Board meeting, public comments were received and Nichole Baxter, External Affairs, Northern California, California American Water Company, confirmed the company's intention of removing the tower since it will no longer be needed because it will be installing a new ground mounted tank elsewhere to serve the City's water's needs (refer to Attachment C, Draft Minutes of the Historic Preservation Board Meeting). No other comments from the public were received.

Environmental Determination: Designation of the tower as a landmark is exempt from requirements of CEQA pursuant to Section 15308 of the CEQA Guidelines regarding actions by the City for the protection of the environment.

FISCAL IMPACT

There are no direct fiscal impacts on the City for taking this action. However, this action may be the first step in acquiring the water tower, which would result in some fiscal impacts. It is noted once the water tower is designated a landmark, future removal of the structure could result in significant environment review costs since it then becomes a potentially significant aesthetic feature of the community.

RECOMMENDATION

Adopt City Council Resolution 002-23 approving designation of the Isleton Water Tower as a Landmark.

ATTACHMENTS

- A. City Council Resolution 002-23
- B. November 16, 2022, Historic Preservation Board Staff Report Package
- C. Draft Minutes of the November 16, 2022, Historic Preservation Board Meeting
- D. Isleton Water Tower Comments-Christine Weaver

Submitted by: Charles Bergson, City Manager



Attachment A
City Council Resolution Designating the Isleton Water Tower as a Landmark

RESOLUTION 002-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON
DESIGNATING THE ISLETON WATER TOWER AS A LANDMARK**

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

WHEREAS, on July 14, 2022, California American Water Company (CalAm) advised the City that they are planning to remove the Isleton Water Tower, located at 411 Union Street, Assessor's Parcel 157-0026-000 sometime in 2024, or soon thereafter; and

WHEREAS, At its September 27, 2022, regular meeting, the City Council directed staff to evaluate the feasibility of designating the tower as a landmark through the City's Historic Preservation Ordinance; and

WHEREAS, On November 16, 2022, the Historic Preservation Board conducted a public meeting and recommended to the City Council designation of this structure as a landmark; and

WHEREAS, this matter was noticed and advertised for consideration by the City Council for noticed public hearing on January 10, 2024; and

WHEREAS, action by the City Council to designate the tower as a landmark, under the provisions of the City's Historic Preservation Ordinance is exempt from environmental review in accordance with Section 5308 of the CEQA Guidelines regarding actions by the City for the protection of the environment; and

WHEREAS, on January 10, 2023, the City Council conducted a hearing on this matter.

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

Section 1. The City Council adopts the above Recitals as its findings with respect to designating the Isleton Water Tower at 411 Union Street, Assessor's Parcel 157-0026-000, a landmark in accordance with Section 1.06 of the City's Historic Preservation Ordinance based on the following criteria and findings:

a. The tower reflects interest or value as part of the heritage of the city.

In that it (and/or similar structure on the same site) has been around for more than 50 years and has become a visual icon for the City.

b. The tower contains outstanding or exemplary elements of attention to architectural design, detail, materials or craftsmanship of a particular historic period in that its height, location, and design, the tower has a visual character that exemplifies the City's heritage as a symbol for Isleton.

c. The tower is in a unique location and contains physical characteristics representing an established and familiar visual feature of a neighborhood in that it is located in a central location in Isleton both near the downtown and near the east entrance into Isleton from the Highway, welcoming visitors to the City. The tower also represents an established familiar visual feature of the town and it's the only elevated water town structure in Isleton.

the Project; and

Section 2. In accordance with Section 1.01 (d) of the Historic Preservation Ordinance, the City Council hereby directs the Historic Preservation Board to assemble and add the water tower to the list of landmarks.

PASSED AND ADOPTED by the City Council of the City of Isleton this 13th day of December, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Eric Pena, Mayor

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, City Clerk

Andreas Booher, City Attorney

Attachment B

City of Isleton Isleton Historic Review Board Staff Report

DATE: November 16, 2022

ITEM#: 4.A

CATEGORY: New Business

ISLETON WATER TOWER, HISTORIC LANDMARK DESIGNATION 411 Union Street

BACKGROUND AND PROJECT DESCRIPTION:

California American Water Company (CalAm) has advised the City that they are planning to remove the Isleton Water Tower sometime in 2024 (see Exhibit B, Correspondence with California Water Company). At its September 27, 2022, regular meeting, the City Council directed staff to evaluate the feasibility of designating the tower as a Landmark through the City's Historic Preservation Ordinance. As shown in Exhibit A, photos of the tower, a water tower structure has been located at the site for more than 50 years and it appears to qualify to be designated as a landmark under the provisions of the regulations. The first step in designating the tower under the provisions of the regulations to have the Historic Preservation Board consider staff's recommendations and recommend to the City Council the designation.

PROJECT SITE SETTING

The property a small, approximately 3,000 square foot parcel (411 Union Street, Assessor's Parcel 157-0026-003) located on the north side of Union Street next to the City's parking lot at the northwest corner of Union and E Streets (see Exhibit A). It is a flat site that is fully built out with the water tower and support facilities. The site is surrounded by a public parking lot to the east, vacant land to the north, houses to the west, and an elementary school to the south, across Union Street. It is situated on the upper north section of town where it is visually prevalent from all locations of the City and from the highway.

PROJECT EVALUATION

Historic Preservation Regulation

Criteria for Landmark Designation: Under the Historic Preservation Regulations, criteria for designation of landmarks and districts in the City the following should be consider

1. It reflects interest or value as part of the heritage of the city.

Analysis: Although staff was unable to find specific dates of installation, based on photo documentation, a water tower structure on this particular site has been around for more than 50 years and has become a visual icon for the City. Actual dates of installation could not be confirmed, but the first structure appears to have been constructed in the 1940s and replaced by a newer tower structure in the 1990s.

2. It contains outstanding or exemplary elements of attention to architectural design, detail, materials or craftsmanship of a particular historic period.

Analysis: Due to its height, location, and visual prominence, the tower has a visual character that exemplifies the City's heritage as a symbol for Isleton.

3. It is in a unique location or contains one or more physical characteristics representing an established and familiar visual feature of a neighborhood.

Analysis: The tower is in a central location in Isleton, both near the downtown and near the east entrance into Isleton from the Highway, welcoming visitors to the City. It represents an established familiar visual feature of the town and it's the only elevated water town structure in Isleton.

Procedure for Landmark Designation: Designating the tower as a landmark requires a recommendation by the Historic Preservation Board to the City Council. Upon initiation by staff and recommendation by the Board, a public hearing is required for the City Council to consider and take final action to designate the tower as a landmark.

Record of Landmark Designation: As provided under Section 1.01 (d), the Board should assemble and add the water tower in the list of landmarks in the City after the City Council approves designation.

Public Outreach/Staff/Agency/Public Review: The project was reviewed by City staff, including the City Manager/City Engineer and Fire Chief to provide technical evaluation and to consider these provisions of the code. The City is also working with CalAm, the current owners of the property, to purchase the tower and retain it for the community.

RECOMMENDATION

The Historic Preservation Board should review this request of staff and recommend (with letter from the Board Chair) to the City Council designation of the water tower as a landmark in accordance with Section 1.06 of the Historic Preservation Ordinance based on the following finding:

Finding of Landmark Designation:

In accordance with Section 1.06 of the City's Historic Preservation Ordinance the Historic Preservation Board hereby recommends that the City Council determine that the existing Isleton Water Tower, located at 411 Union Street is a landmark based on the following criteria and findings:

b. The tower reflects interest or value as part of the heritage of the city.

In that it (and/or similar structure on the same site) has been around for more than 50 years and has become a visual icon for the City.

b. The tower contains outstanding or exemplary elements of attention to architectural design, detail, materials or craftsmanship of a particular historic period in that its height, location, and design, the tower has a visual character that exemplifies the City's heritage as a symbol for Isleton.

c. The tower is in a unique location and contains physical characteristics representing an established and familiar visual feature of a neighborhood in that it is located in a central location in Isleton both near the downtown and near the east entrance into Isleton from the Highway, welcoming visitors to the City. The tower also represents an established familiar visual feature of the town and it's the only elevated water tower structure in Isleton.

Attachments Exhibit A-Map and Photos of Water Tower
 Exhibit B-Correspondence with California American Water Co.
 Exhibit C- September 27, 2022, City Council Meeting Staff Report
 Exhibit D-City of Isleton Historic Preservation Ordinance

Exhibit A – Maps and Photos of Water Tower

Figure 1-Location Map



Sacramento County makes no representations about the suitability of the information provided for any purpose. All information and related graphics are provided "as is" without warranty of any kind. Sacramento County hereby declines all warranties and conditions with regard to this information, including implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall Sacramento County be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of software, documents, provision of or failure to provide services, or information provided. The information and related graphics published on this site could include technical inaccuracies or typographical errors. Parcel lines may not accurately reflect legal descriptions.

Figure 2-Recent Photos of Water Tower

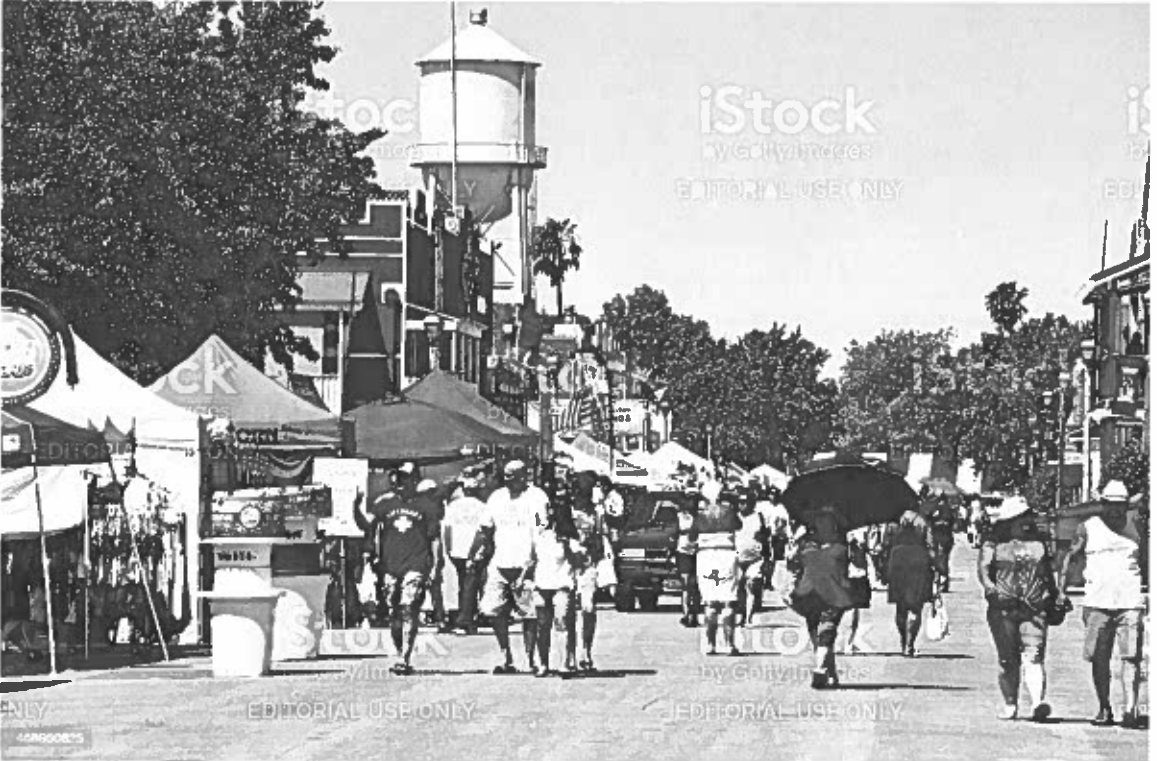
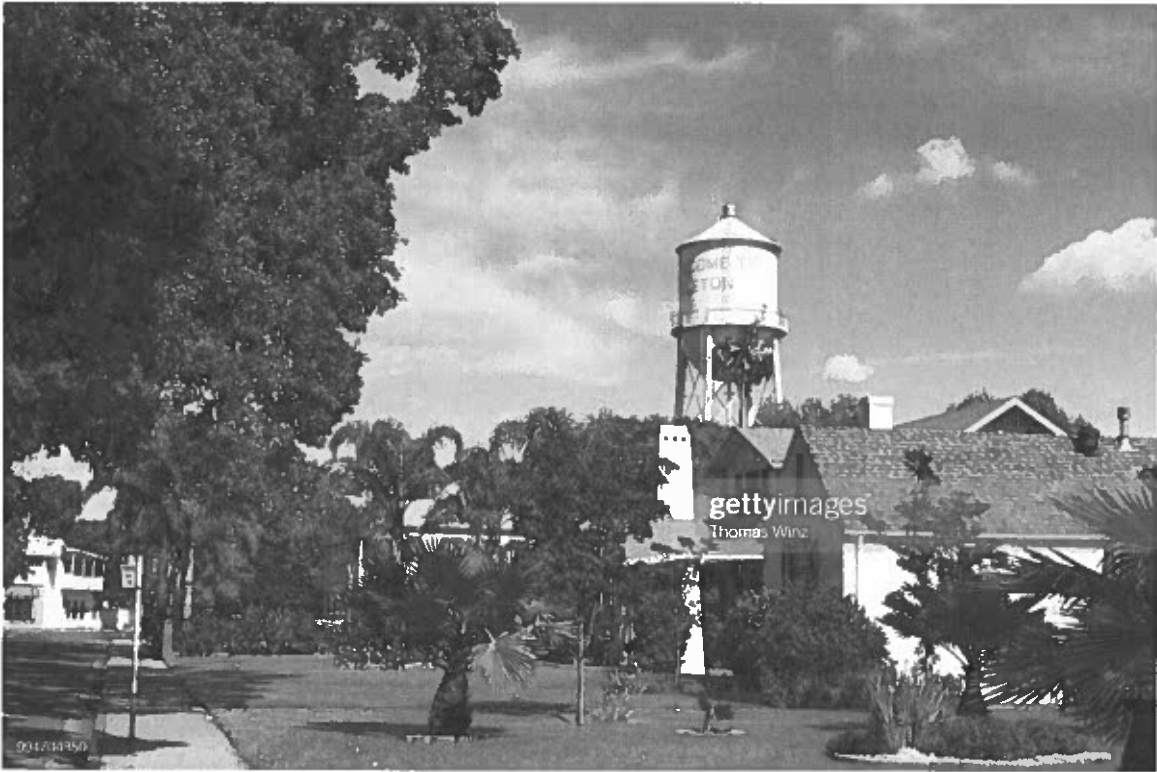


Figure 3-Historic Photo of Water Tower

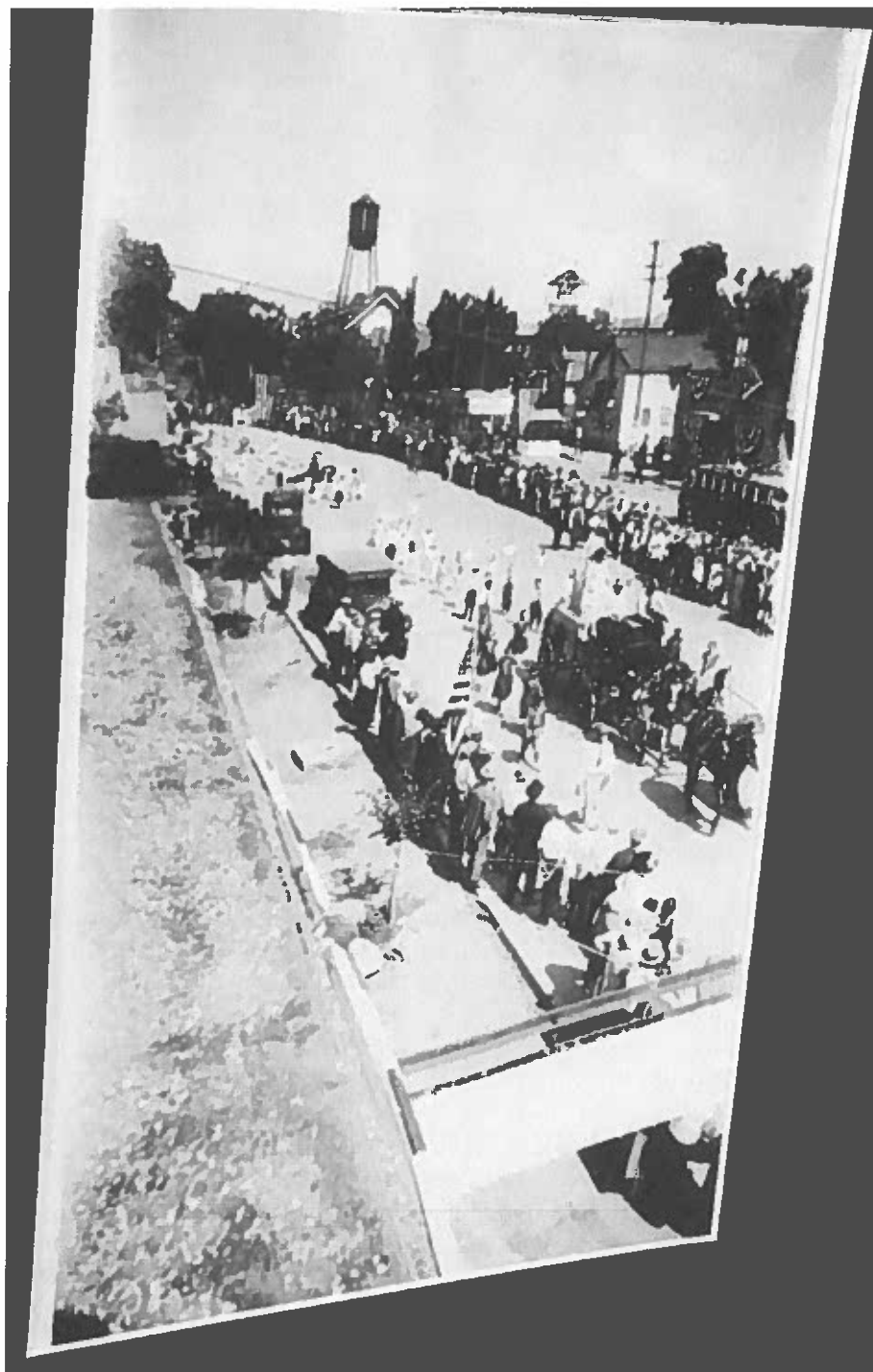


Exhibit B – Correspondence with California American Water Company

Email Correspondence:

From: Nichole Baxter [<mailto:Nichole.Baxter@amwater.com>]
Sent: Thursday, July 14, 2022 11:00
To: cbergson@cityofisleton.com
Cc: Audie Foster <Audie.Foster@amwater.com>; Evan J Jacobs <Evan.Jacobs@amwater.com>
Subject: Follow Up to Our Call

Hi Charles,

Here's a summary of our phone call today. I am CC'ing in Audie as well, who may follow up with more information and is available to talk to Mr. Herr from Cal.net directly.

I received your letter regarding Cal.net's request to place their equipment on our water tower. I mentioned the letter was dated June 5, but that I didn't receive it till the week of July 10 (you shared the date on the letter was a typo). Previous to your letter, we received a call from one of Cal.net's salespeople, and we responded to them directly.

As we told Cal.net, unfortunately, it is just not a good time to be looking into adding any third-party equipment to the tower. We're currently looking to invest in a new ground level storage tank for your system. We've budgeted a sizeable investment for Isleton water storage in our current general rate case, and this would mean decommissioning the water tower. When weighing the options for providing more water storage to meet DDW standards and the needs of the community, it makes much more sense to install a new, larger ground storage tank versus updating the water tower, which would be costly and not as efficient.

That means that placing Cal.net's equipment up there is not a long-term, smart solution for providing internet to the community. We do have land near our existing treatment plant that might work for Cal.net to lease or purchase and build their own tower, which would be a more permanent solution, and likely better for your residents in the long run. We'd love to talk this option through with Mr. Herr directly, if you could refer him to Audie at 916-568-4259 or audie.foster@amwater.com.

You also shared that the tower is of huge importance to the community, as an icon and for placemaking, and you brought up interest in exploring options to have the city buy the tower from us when it is decommissioned. You shared that you've worked in other communities that kept empty water towers for identity purposes and also see value in the tower's height. I explained briefly that the process of the city purchasing the tower could be very complicated and you said you would like to discuss the tower's future more as soon as possible. We agreed to set up a separate meeting to discuss options and share more information, separate from Cal.net's inquiry, to include a larger team.

Please look for a follow up email with meeting information after I get availability/more information from our team.

Best,

Nichole Baxter
She/Her

External Affairs, Northern California
California American Water
4701 Beloit Dr.
Sacramento, CA 95838

City of Isleton

City Council Staff Report

DATE: September 27, 2022

ITEM#: 8.D

CATEGORY: New Business

ISLETON WATER TOWER, HISTORIC LANDMARK DESIGNATION

SUMMARY

California American Water Company (CalAm) has advised the City that they are planning to remove the Isleton Water Tower. At its last meeting the City Council directed that Staff investigate designating this Tower a Historic Landmark.

DISCUSSION

CalAm has indicated that due to safety and seismic considerations, they want to remove the Isleton Water Tower. CalAm has proposed selling the Tower to the City and their proposal is pending. The public and City have express concerns about the Tower and its historical, commercial and cultural significance to the City. The Tower is a reference point for those traveling and visiting the Delta and is often used moniker for businesses and organizations in the City.

City ordinance 05-2011, Historic Preservation, provides for the designation of historical landmarks (attached – sec 1.06).

Some of the criteria set in the ordinance for a landmark include:

- Property must be found to have historical or cultural interest or special character to the public.
- Reflects interest or value a part of the heritage of the city,
- Contains outstanding or exemplary elements of attention to architectural design, detail, materials or craftsmanship of a particular historic period,
- Is in a unique location,

The Isleton Water Tower reflects all these criteria. Staff is requesting that the Council approve the Staff request to designate the Isleton Water Tower as an Isleton Historic Landmark. This recommendation will be forwarded to the Isleton Historic Review Board.

FISCAL IMPACT

There is no fiscal impact associated with this action

RECOMMENDATION

It is recommended that the City Council approve the designation of the Isleton Water Tower as an Isleton Historic Landmark.

ATTACHMENTS:

- A. City Ordinance 05-2011, An Ordinance of the City Council of the City of Isleton Adopting a Historic Preservation Ordinance and Accompany Negative Declaration.

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

Exhibit D – City of Isleton Historic Preservation Ordinance

ORDINANCE NO. 05-2011

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF ISLETON ADOPTING A HISTORIC
PRESERVATION ORDINANCE AND ACCOMPANYING
NEGATIVE DECLARATION**

WHEREAS, in December 2009 the Isleton Historic Preservation Stakeholder Committee was formed to help develop historical preservation goals for the city;

WHEREAS, the committee met every month for more than a year;

WHEREAS, the committee has developed policies and objectives to advance the historical interests of the city;

WHEREAS, this ordinance establishes procedures and regulations to identify, preserve, designate, and maintain historic resources;

WHEREAS, the California Environmental Quality Act is being complied with through use of a categorical exemption (CEQA Guideline § 154308); and

WHEREAS, having reviewed this ordinance on April 12, 2011 the Isleton Planning Commission is recommending City Council approval;

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

Section 1. The Historic Preservation Ordinance is adopted to read in its entirety as follows:

HISTORIC PRESERVATION ORDINANCE

Sections:

- 1.01 Purpose
- 1.03 Establishment of Historic Review Board
- 1.06 Designation of Historic Landmarks and Districts
- 1.09 Certificates of Appropriateness
- 1.12 Certificates of Hardship
- 1.15 Appeals
- 1.18. Duty to Maintain
- 1.21 Unsafe or Dangerous Conditions
- 1.23 Penalties

1.01 Purpose

The purpose of this chapter is to promote the public health, safety, and welfare by providing for the identification, protection, enhancement and perpetuation of such things as buildings, structures, signs, features and sites within the city, that reflect the city's historical, architectural, archaeological and cultural heritage. The way this chapter has accomplished this is by establishing a historic review board which: (i) makes recommendations to the city council concerning the designation of historic landmarks and districts; (ii) oversees the issuance of certificates of appropriateness which are required in order to make specified

changes to historic landmarks and districts; and (iii) makes recommendations to the city council concerning the issuance of hardship certificates which are available under specified circumstances to allow an owner to be relieved from the strict application of this chapter. City council is sensitive to the competing needs of preserving its heritage as provided herein while at the same time avoiding unnecessary regulation of private property. Accordingly, city council has directed the board to distinguish between "minor" and "major" repairs, modifications, alterations and construction as the board develops its operating rules and regulations, which rules and regulations shall be reviewed and adopted by city council resolution and bound in an operational manual together with adopted policies for easy counter reference.

1.03 Establishment of Historic Review Board

A. The Isleton Historic Review Board is established to promote the goals and objectives of this chapter through exercise of its powers and duties which are outlined below.

B. Composition of the historic review board

The board shall consist of five members as follows: (1) one historical society board member; (2) two public members; and (3) two planning commissioners. The historical society board member shall be selected by the historical society board, the public members shall be appointed by city council; and the planning commission members shall be selected by the planning commission, all subject to city council confirmation.

C. Term, officers and rules

Except as otherwise provided, each board member shall serve at the pleasure of the city council until his or her successor is seated. No member shall serve more than eight consecutive years.

1. Vacancies shall be filled by majority vote of the city council.
2. The term of a member who has been absent for three consecutive meetings without prior board approval, shall automatically terminate.
3. The board shall elect a chair and vice-chair, who shall each hold office for up to two years.
4. The chair and vice-chair shall be elected at the first board meeting after July 1st of each year or as soon thereafter as possible.
5. The board shall adopt its own operating rules, regulations and policies, and shall designate the time and place for its meetings.

D. Powers and duties of board

1. The board shall:

- a. maintain a list of possible landmarks and districts which may merit official historic recognition;
- b. investigate and report to the city council on the use of various federal, state, local, and private funding sources;

- c. be available to advise people concerning the goals and objectives of this chapter as they relate to proposed work on architectural historical or cultural resources in the community. Examples of such work include exterior painting, roofing, fencing, landscaping, glazing, and installation of light fixtures; and
- d. encourage public awareness, understanding and involvement concerning the unique historical, architectural and environmental heritage of the city through educational and interpretative programs.

2. The board shall also:

- a. make recommendations to the city council concerning the its designation of historic landmarks and districts which city council is hereby authorized to designate as provided herein;
- b. review applications for certificates of appropriateness as follows:
 - (1) the board shall review applications asking for permission to demolish structures, and recommend to city council whether and under what circumstances a certificate should issue;
 - (2) the board shall review and rule on applications asking permission to move, alter or construct structures, as well as all other 'major' proposals; and
 - (2) The board shall review all other applications for certificates of appropriateness to determine whether the board or the building official should rule on them.
- c. review applications for certificates of hardship and recommend to the city council whether and under what circumstances such a certificate should issue.

3. The board shall have all other powers which are incidental and necessary to carry out its enumerated powers and duties.

1.06 Designation of Historic Landmarks and Districts

A. Procedure for designation of historic landmarks and districts

1. The development and amendment of the city's list of historic landmarks and districts may be initiated:

- a. at the recommendation of staff;
- b. by recommendation of the board ; or
- c. by application of the property owner.

2. Upon initiation, the board shall review the request and make a recommendation to be considered at a public hearing before the city council, which will make the final decision concerning adoption or amendment of the list.

3. The city council hearing shall be noticed as follows in addition to the extent otherwise required by law:

a. in the case of a historic landmark, notice of the hearing shall be given to the owners and occupants (if any) of the historic landmark and advertised in a newspaper of general circulation at least ten days prior to the public hearing;

b. in the case of a historic district, notice of the hearing shall be given to the applicants and owners of all properties within the proposed historic district and advertised in a newspaper of general circulation at least ten days prior to the public hearing;

c. at the conclusion of the public hearing city council shall make a decision supported by written findings; and

d. if city council makes a designation, the city clerk will forthwith cause to be recorded notice that such property has been designated and placed on the city's register of historic landmarks and districts and said notice shall state that the designation runs with the land.

B. Criteria for designation of landmarks and districts

1. In designating a landmark or district as being of historical or cultural significance and worthy of protection under this chapter, the property must be found to have historical or cultural interest or special character to the public.

2. The criteria to be used is that the place, site, building, structure, object, or improvement possesses integrity of location, design, setting, materials, and workmanship; and meets one or more of the following:

a. the proposed landmark or district reflects interest or value as part of the heritage of the city;

b. the proposed landmark or district was the location of a significant historic event;

c. the proposed landmark or district identifies with a person(s) who significantly contributed to the history and development of the city; or whose work has influenced the heritage of the city, state or country;

d. the proposed landmark or district contains outstanding or exemplary elements of attention to architectural design, detail, materials or craftsmanship of a particular historic period;

e. the proposed landmark or district is in a unique location or contains one or more physical characteristics representing an established and familiar visual feature of a neighborhood;

f. the proposed landmark or district is a source, site or repository of archeological interest; or

g. the proposed resource or district contains a natural setting that strongly contributes to the well being of the people of the city.

C. Additional criteria for districts

Where the designation of an historic district is being considered, the following additional criteria will be considered:

1. whether it is a geographically definable area, urban or rural, possessing a significant concentration of objects, sites or structures unified by past events, or aesthetically by plan of development; or

2. Whether the collective value of the area is greater than the value of each individual component.

D. Automatic designations

Any property listed in the National Register of Historic Places or the California Register of Historic Resources will automatically be designated as a local historic landmark, and any neighborhood so designated will automatically be designated as a local historic district. Any property identified as a contributing structure (e.g. one that enhances the historical nature of the area) to a district so listed will also be considered a contributing structure to the local historic district.

E. Findings for deletion of historic landmarks or historic districts

The deletion of any designated historic landmark or district may be approved only if city council first finds that the historic landmark or district no longer qualifies as such based on the criteria in section 1.06 B or is otherwise entitled to a certificate of hardship.

1.09 Certificates of Appropriateness

A. When certificates of appropriateness are required

Except as provided herein, the following activities are only allowed after the city has issued a certificate of appropriateness:

1. Exterior alterations (e.g. exterior painting, roofing, fencing, landscaping, glazing, and installation of light fixtures) to a designated historic landmark;

2. New construction on the site of a designated historic landmark;

3 moving of a historic landmark;

4. a lot split or subdivision of a historic landmark;

5. The erection or relocation of a sign in a historic district; and
6. New construction on property in a historic district.

B. Applying for a certificate of appropriateness

Applications shall be made on a form prescribed by the building official and shall be accompanied by a fee set by resolution of the city council. The application shall include information required by the building official including elevation drawings, proposed colors and materials, plan view of new construction, and color photographs of all sides of all existing onsite structures.

C. Processing of a certificate of appropriateness

1. The building official will use a "preservation check list" to determine if a proposal is "minor" or "major," and shall use design guidelines to determine if the proposal is compatible with the existing surroundings. All requests for new construction, subdivision, lot splits, demolition, or moving of a historic landmark shall be considered a major alteration. Applications for a certificate of appropriateness for major alterations, except demolition, shall be reviewed by the board. A certificate for demolition shall be reviewed by city council.
2. A certificate of appropriateness for minor improvements may be approved by the building official unless otherwise determined by the board.
3. The building official shall inform the board in writing of all decisions made regarding minor alterations within ten calendar days thereafter.
4. To approve an application, the proposed activity must be found to be consistent with this chapter and with the Secretary of Interior's standards and not detrimental to a historic landmark or district.
5. The board's decision will be supported by written findings.
6. A certificate of appropriateness shall become void unless construction is commenced and diligently pursued within eighteen months of the date of issuance. Certificates of appropriateness may be renewed for up to thirty-six- months through the building official.

D. Additional criteria for moving a historic landmark or structure

Approval of a certificate of appropriateness for the moving of a historic landmark or structure in a designated historic district may only be granted if, in addition to the above, the board determines that:

1. The moving will not have a significant negative effect on the applicable goals and objectives of this chapter; and
2. The structure in its original setting is not of such interest or quality that it would reasonably meet federal or state criteria for designation as a historic landmark.

E. Additional criteria for demolishing a historic landmark or structure

Approval of a certificate of appropriateness for the demolition of a historic landmark or structure in a designated historic district may only be granted if, in addition to the above, the board determines that:

1. The demolition will not have a significant negative effect on the applicable goals and objectives of this ordinance;
2. The structure is not of such unusual design, texture or materials that it cannot be reproduced or can only be reproduced with great difficulty and expense;
3. The structure is not of such interest or quality that it would reasonably meet federal or state criteria for designation as a historic landmark; and
4. Conversion to a new use, rehabilitation and preservation are unfeasible.

F. Demolition mitigation measures

Prior to the issuance of a certificate allowing demolition the following mitigation measures in addition to any others required by law shall be completed by the applicant:

1. Each historic structure shall be documented as follows:
 - a. plans shall be prepared which include a site plan, floor plans, elevations, and detailed drawings of character defining features such as moldings, light fixtures, trim patterns and stairs, and given to the city for preservation; and
 - b. photographs shall be taken which include the exterior and interior of the structure, along with interior and exterior character defining features, and given to the city for preservation.
2. In an effort to preserve features and artifacts from historic structures, a determination whether items within or on the building should be salvaged will be made by the city prior to the issuance of a demolition permit.

1.12 Certificates of Hardship

A certificate of hardship permitting demolition, moving, subdivision, or a lot split, new construction, or alteration, etc., for which a certificate of appropriateness has been refused, may be granted by the city council under the conditions described below. Application shall be made in the form required by the building official, and the same procedure required for a certificate of appropriateness shall be followed. A certificate of hardship may only be granted if the city finds:

1. Reasonable use or return on the property is not likely; and
2. Alternative plans in keeping with this chapter are infeasible.

1.15 Appeals

A. Appeal of building official's decision

Any two members of the board or a member of the public may appeal a decision of the building official made pursuant to this chapter within five calendar days thereafter. The appeal must be in writing, explain the basis and be delivered to the city clerk within that time.

B. Appeal of board decision

Any member of the city council or of the public may appeal a decision of the board made pursuant to this chapter within five calendar days thereafter. The appeal must be in writing, explain the basis and be delivered to the city clerk within that time.

C. Stay of approval

All approvals shall be stayed pending the outcome of an appeal.

1.18 Duty to Maintain

The owner, or other person in charge of a Historical Landmark or a contributing structure in a Historic District has a duty to keep in good repair all of the exterior features of such Landmark, and all interior features thereof which, if not maintained, may cause or tend to cause the exterior features of such resource to deteriorate, decay become damaged or fall into a state of disrepair.

1.21 Unsafe or Dangerous Conditions

Nothing in this chapter shall be interpreted to prohibit the construction, alteration, restoration, demolition, or relocation of any historical resource if such would jeopardize public safety or result in an unsafe or dangerous condition which cannot be satisfactorily rectified in the professional opinion of the building official.

1.23 Penalties

A. Misdemeanor

Violation of any provision in this chapter shall constitute a misdemeanor.

B. Nuisance

The unauthorized alteration or demolition of a historical landmark in violation of this chapter is expressly declared to be a nuisance and shall be abated by restoring or reconstructing the property to its condition prior to the violation.

C. Civil penalties

Any person or entity which demolishes or substantially alters or causes substantial alteration or demolition of a structure, in violation of the provisions of this chapter, shall be liable for a civil penalty. In the case of demolition, the civil penalty shall be one-half the assessed value of the landmark or structure prior to demolition. In the case of alteration, the civil penalty shall be one-half the cost of restoration of the altered portion of the landmark or structure.

D. Moratorium

Alteration or demolition of a landmark or structure in violation of this chapter shall authorize the city to issue a temporary moratorium for the development of the subject property for a period not to exceed twenty-four (24) months from the date the city becomes aware of the unauthorized alteration or demolition. The purpose of the moratorium is to provide the city an opportunity to study and determine appropriate mitigation measures for the alteration or removal of the landmark or structure, and to ensure measures are incorporated into any future development plans and approvals for the subject property.

Attachment C
Draft Minutes of the November 16, 2022, City of Isleton Historic Preservation Board

Yvonne-Please add Minutes Here

Yvonne Zepeda

From: Christine Weaver <christineweaver.delta@gmail.com>
Sent: Thursday, January 5, 2023 5:03 PM
To: yvonne.zepeda@cityofisleton.com
Subject: Isleton Water Tower Comments
Attachments: IsletonWaterTower-ChristineWeaver.jpg

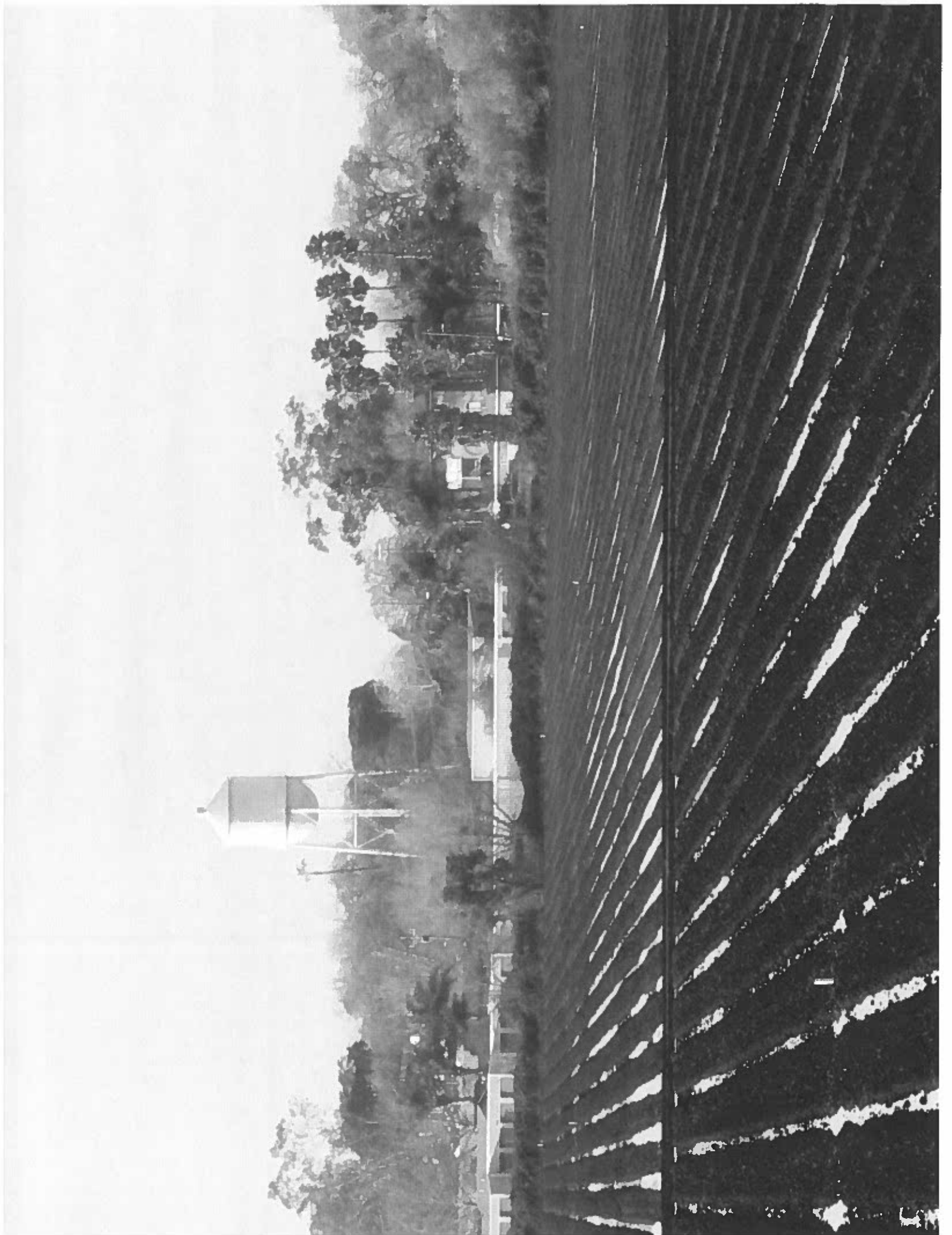
Dear Ms. Zepeda,

Just a brief note in support of the Designation of the Isleton Water Tower as a historic landmark. We love the water tower. It can be seen from miles around and marks the spot of our cute Delta legacy town to the casual observer. We live in Oxbow Marina, and this is the view from the levee looking across the farm field that separates us from town. Without the tower, there wouldn't be much to see!

We would be extremely distressed to see it removed.

Sincerely,

Christine Weaver
174 Oxbow Marina Drive
Isleton, CA 95641



City of Isleton

City Council
Staff Report

DATE: January 10, 2023

ITEM#: 6.B

CATEGORY: Public Hearings

CANNABIS CONDITIONAL USE PERMIT APPLICATION CUP 02-22 AND DEVELOPMENT AGREEMENT DA 2022-02, 51 MAIN STREET, ISLETON CANNABIS COMPANY, INC. formerly known as TPCC INCORPORATED AND TIMELESS PALLIATIVE CARE COLLECTIVE

SUMMARY

Isleton Cannabis Company, Inc., formerly known as TPCC Incorporated and Timeless Palliative Care Collective (“Applicant”) was previously owned by Cynthia Burnett and received approval from the City for Conditional Use Permit CUP 2018-08 and Development Agreement DA 2018-01 for cannabis manufacturing (cannabis oils, cannabis infused items and other cannabis products), delivery (cannabis products to consumers) and distribution (cannabis products to wholesalers, testing facilities and retail dispensaries) in 2019. Located at 51 Main Street, these activities became operational after obtaining licensing from the State. Recently, Applicant changed ownership composition by replacing Cynthia Burnett with the new primary owner, Mark Mickelson. Mr. Mickelson is applying for a new conditional use permit and development agreement, which involves a change in ownership with no changes in operation or use. This new application would replace the previous entitlements and clarify that Applicant is a licensed micro-business. The micro-business license simplifies the State’s licensing process and allows multiple cannabis operations to be hosted under a single State license, but essentially will not change the characteristics of the current operation on the site and within the building.

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

DISCUSSION

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

Development Agreement: City regulations require a development agreement for commercial cannabis operations such as those proposed by the Applicant. Furthermore, an approved development agreement is one of the conditions contained in the conditional use permit. The

applicant submitted Development Agreement DA 2022-02 for consideration by the City. The City's regulations further require Planning Commission and City Council approval of development agreement.

Planning Commission Review: The Planning Commission reviewed the planning applications on December 6, 2022, and adopted Resolution 04-22 for Conditional Use Permit CUP 02-22 and Development Agreement DA 2022-02, recommending that the City Council approve the planning applications. Attachment C contains the entire Planning Commission staff report for both the Conditional Use Permit and Development Agreement which provides a more complete project description and analysis of the project. Attachment D consist of the Resolution of the Planning Commission.

During this review the Commission discussed a City policy to encourage the use of the storefront of the building for a different type use, such as retail, or at least create an active retail character storefront to the storefront section of the building. The Commission added Condition 11 to the approval recommendation to have the use permit application return to the Commission to review occupancy of the storefront. The applicant has offered to retain a portion of the storefront in reserve for future non-cannabis use. After conferring with the State Department of Cannabis Control, it was indicated that such a building conversion is possible if the storefront area was improved with separate entrance to the cannabis operation. This is commonly done by other cannabis businesses in other cities. The City's current policy for retaining storefront building sections in the downtown is advisory only and not a requirement. The Commission has recommended a condition to mandate this as a requirement of a change in ownership regarding the Conditional Use Permit. The attached City Council Resolution approving the project excludes this condition. It is noted that the applicant has voluntarily offered to make some appearance changes to the storefront to make it look occupied with the intention to eventually create a non-cannabis use of the storefront to the building when economic conditions improve (refer to Attachment E, Applicant's Written Statement).

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

FISCAL IMPACT

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

RECOMMENDATION

1. Adopt City Council Resolution 01-23 approving Conditional Use Permit Application CUP 02-02 and Development Agreement DA2022-02 (Attachment A); and

2. Conduct First Reading in title only of Ordinance 2023-01 approving Development Agreement DA 2022-02 (Attachment B).
3. Direct Staff to agendaize second reading of ordinance for the next regular meeting of the City Council for January 24, 2023.

Attachments:

A-Resolution approving CUP 02-22 and DA 2022-02

B-Ordinance 2023-01 regarding DA 2022-02

C-Planning Commission Staff Report

D-Resolution of the Planning Commission

E-Applicant's Written Statement



Attachment A

RESOLUTION 02-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON
APPROVING CONDITIONAL USE PERMIT CUP 02-22 AND
DEVELOPMENT AGREEMENT DA 2022-02**

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

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

WHEREAS, on October 10, 2022, Mark Mickelson, the majority owner of Isleton Cannabis Company, Inc., formerly known as TPCC Incorporated and Timeless Palliative Care Collective ("Applicant"), submitted a planning application to the City of Isleton for Conditional Use Permit CUP 02-22 and Development Agreement DA 2022-02, for continued operation of a commercial cannabis operation including cannabis manufacturing (cannabis oils, cannabis infused items and other cannabis products), delivery (cannabis products to consumers), distribution (cannabis products to wholesalers, testing facilities and retail dispensaries), and new micro-business operation at 51 Main Street, Isleton, CA, APN# 157-0032-024-0000 ("Project"); and

WHEREAS, the Project application was submitted in accordance with the City of Isleton Municipal Code; and

WHEREAS, A duly noticed public hearing to consider the project was advertised for January 10, 2023; and

WHEREAS, the projects is exempt from environmental review in accordance with Section 153301 of the California Environmental Quality Act (CEQA) Guidelines as an existing facility; and

WHEREAS, at the City Council considered the Planning Commission's recommendation for approving this project; and

WHEREAS, on January 10, 2023, the City Council conducted a public hearing on this Conditional Use Permit CUP 02-22 and Development Agreement DA 2022-01; and

WHEREAS, in Accordance with Section 2308 of Ordinance 2018-08 the project is consistent with special findings as follows:

- a. The proposed location, size, and other development standards of the premises are consistent with state law and this chapter.
- b. A development agreement between the applicant and the City has been fully executed.
- c. That the conditions set forth in Section 2306(B)-(D) has been satisfied; and

WHEREAS, this application has submitted the required information to find the operation is consistent with State law and City ordinances; and

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

WHEREAS, this application satisfies all public safety information requirements in accordance with Ordinances 2306 and 2307, subject to specific conditions of approval; and

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

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

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

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

Section 3. The City Council hereby approves Conditional Use Permit CUP 02-22 for a micro-business involving cannabis manufacturing (cannabis oils, cannabis infused items and other cannabis products), delivery (cannabis products to consumers) and distribution (cannabis products to wholesalers), at 51 Main Street, Isleton, California subject to the following conditions of approval:

Conditions of Approval for Conditional Use Permit CUP 02-02

1. The applicant/developer/operator shall agree to indemnify, defend, and hold harmless the City or its agents, officers, and employees from and against any and all claims, actions, demands or proceeding (including damage, attorneys' fees, and court cost awards) against the City or its agents, officers, or employees to attach, set aside, void, or annul an approval of the City, advisory agency, appeal board, or legislative body concerning the permit or entitlement when such action is brought within the applicable statute of limitations. In providing any defense under this paragraph, the applicant, business operator, property owner, and developer shall use counsel reasonably acceptable to the City. The City shall promptly notify the applicant, business operator, property owner, and developer of any claim, action, demand or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the developer/operator of any claim, action, demand or proceeding, or if the City fails to cooperate fully in the defense, the developer/operator shall not thereafter be responsible to defend, indemnify, or hold harmless the City as to that action. The City may require that the developer/operator to post a bond, in an amount determined to be sufficient, to satisfy the above indemnification and defense obligation. Developer/operator understands and acknowledges that City is under no obligation to defend any claim, action, demand or proceeding challenging the City's actions with respect to the permit or entitlement.

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

3. The applicant/developer/operator shall cooperate with the City with respect to any reasonable request to audit the business's books and records for the purpose of verifying compliance with the Municipal Code and this Conditional Use Permit and related Development Agreement, including, but not limited to, a verification of the amount of taxes required to be paid during any period.
4. Conditional Use Permit CUP 02-22 shall not be operational unless or until a Development Agreement is fully executed by the City and the Development Agreement remains valid.
5. Cannabis Conditional Use Permit CUP 02-22 shall be reviewed by the City after five (5) years at which point a determination of extension will be given (refer to City Ordinance 2018-08, Section 2307).
6. Cannabis Conditional Use Permit 02-22 shall be subjected to an annual planning review to ensure that the business practices have stayed within the bounds of the Conditional Use Permit or other permitted uses (refer to City Ordinance 2018-08, Section 2307).
7. No signage is permitted for the cannabis operations use (refer to City Ordinance 2018-04, Section 2307).
8. No cultivation of cannabis or marijuana may occur on the premises.
9. No consumption or use of cannabis or marijuana, beyond manufacturing, processing, delivery, or distribution, as allowed by this Conditional Use Permit may occur on the premises use (refer to City Ordinance 2018-08, Section 2307).
10. No retail sales or display may occur on the premises.
11. Any exterior alterations to the building, including paint colors, new or altered doors or windows, shall be subject to prior approval by the City Planning Department, and may be subject to further review by the Isleton Historic Preservation Board.
12. Cannabis Conditional Use Permit CUP 02-22 shall be subject to termination, notwithstanding any other provision in the City's Municipal Code, if (refer to City Ordinance 2018-08, Section 2307):
 - a. The owner of the commercial cannabis facility attempts to transfer the commercial cannabis facility to another individual not named in the conditional use permit application as an owner or person in charge;
 - b. The commercial cannabis facility ceases to operate at the premises described in the conditional use permit application; or
 - c. The commercial cannabis facility ceases to operate for sixty (60) consecutive calendar days.
13. All conditions of Conditional Use Permit CUP 02-22 are necessary to protect the general health, safety, and welfare of the public. If any condition of this entitlement is held to be invalid by a court, then the whole entitlement shall be invalid. The City Council specifically declares that it would not have approved this entitlement unless all of the conditions herein are held as valid.

PASSED AND ADOPTED by the City Council of the City of Isleton this 10th day of January, 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

[_____], Mayor

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, City Clerk

Andreas Booher, City Attorney

**Attachment B
ORDINANCE NO. 2023-01**

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISLETON
APPROVING DEVELOPMENT AGREEMENT DA 2022-02 WITH ISLETON CANNABIS
COMPANY, INC. AT
51 MAIN STREET, 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, Isleton Cannabis Company, Inc. ("Developer") leases the real property located at 51 Main Street, 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 recommended approval of Conditional Use Permit CUP 02-22 and Development Agreement DA 2022-02 (attached hereto as Exhibit A) by Resolution PC 04-22 on December 6, 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 02-22, which was scheduled for public hearing at the City Council's regular meeting on January 10, 2023.

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Isleton this 10th day of January, 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

(_____), Mayor

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, City Clerk

Andreas Booher, City Attorney

Attachment 1 – Proposed Development Agreement

Attachment 1

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ISLETON
AND THE ISLETON CANNABIS COMPANY, INC.
51 MAIN STREET, ISLETON, CA 95641

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into between the CITY OF ISLETON, a municipal corporation ("City"), and the Isleton Cannabis Company, 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 December 6, 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 January 10, 2023, 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 December 6, 2022, 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 the Isleton Cannabis Company, Inc., together with any Successor duly approved by the City in accordance with the terms of this Agreement.

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

or transfers between or among the units of a parent-subsidary controlled group of corporations or other related legal entities as defined by 26 U.S.C. 1563(a)(1) or otherwise, or between or among the units of a brother-sister controlled group of corporations or other related legal entities as defined by 26 U.S.C. 1563(a)(2) or otherwise, whereby no Gross Receipts are generated or exchanged, directly or indirectly, pursuant to the interorganizational sales or transfers, discounted or otherwise.

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

- 1.16. "Commercial Property" means that certain real property located at 51 Main Street, 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, delivery and distribution facility. The "Project" is further defined in **Exhibit A** to this Agreement, and supplemented by the provisions of this Agreement.
- 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 January 10 2023, by City Ordinance No. 2022-004 (the "Adopting Ordinance").

- 1.22. "Property" means 51 Main Street of the Commercial Property consisting of 2,088 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 July 1, 2022 between Viking Enterprises, LLC as owner and the Isleton Cannabis Company, Inc., formerly known as TPCC Incorporated as Developer and 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, delivery and distribution business. 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.
 - 6.2. **Authority.** The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.
 - 6.3. **Brokers.** The Parties agree that the City has had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this Agreement, Developer shall indemnify, defend and hold harmless the City in accordance with Section 14.1.
 - 6.4. **Procedures and Requirements.** The Parties acknowledge that this Agreement is subject to the procedures for approval, amendment and administration set forth in the Development Agreement Law.
7. **Effective Date and Term.**
- 7.1. **Effective Date.** The Effective Date of this Agreement means the date defined at Section 1.10 of this Agreement.
 - 7.2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in force until the first to occur of the following events: 1) this Agreement is terminated in accordance with terms set forth herein; or 2) Developer no longer has a legal interest in the Property or has ceased all operations on the Property.
 - 7.3. **Termination by Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties.
 - 7.4. **Termination for Failure to Obtain or Maintain Required State or Local Licenses.** If Developer fails to obtain or maintain in effect all state and local licenses required for the Project in accordance with Section 9.3.1, City may terminate this Agreement.
 - 7.5. **Termination Resulting from Governmental Action.** In the event legal action is initiated or threatened by any governmental jurisdiction other than the City on the grounds that approval or implementation of this Agreement (or any part) constitutes a violation of state or federal law, and the parties are unable to reach agreement between themselves and the governmental jurisdiction on amendments to this Agreement that will resolve the dispute and still preserve the material terms of this Agreement, then either party may terminate this Agreement without compliance with the Default Procedures set forth in Section 13. If this Agreement is terminated pursuant to this section, Developer shall immediately cease operations at the Facility, the Conditional Use Permit shall be automatically terminated, and the Parties shall have no further rights or obligations under this Agreement (other than the rights under Section 14, which survive termination).

7.6. Termination Upon Surrender or Revocation of Conditional Use Permit. If the Developer voluntarily surrenders the Conditional Use Permit, or if the Conditional Use Permit is revoked by the City, then Developer shall immediately cease operations at the Property and this Development Agreement shall terminate automatically, without further action required by either party. In such an event, Developer waives the default procedures set forth in Section 13 of this Agreement, including the notice and cure rights contained therein, and the Parties shall have no further rights or obligations under this Agreement (other than the rights under Section 14, which survive termination).

7.7. Effect of Termination. This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms and conditions concerning the proposed development and operation of the Project in a manner that is consistent with the Project Approvals. Accordingly, nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development or operations of the Property, except for those rights set forth in this Agreement.

8. Development of the Project.

8.1. Development Rights. This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms concerning the development and use of the Property by Developer. Accordingly:

8.1.1. Developer acknowledges that it has no existing "vested rights" (as that term is used in California land use law) concerning the Property or the Project.

8.1.2. Nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development or use of the Property, and the Parties agree that development and use of the Property shall be governed by the land use and other regulations in effect at the time of development and operation.

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

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

8.2. Referendum. Developer acknowledges that the Adopting Ordinance, which is a legislative land use approval, is potentially subject to referendum. Notwithstanding anything in this

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

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

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

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

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

9.3.1. General. Developer shall at all times comply fully with all existing and future state and local rules applicable to Developer's activities on the Property and shall ensure such compliance by all of Developer's employees, contractors, vendors, customers, and members of the public invited or allowed access to the Property.

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

9.4. Fees, Dedications, Assessments and Taxes.

9.4.1. Payment of Development Impact and Other City Fees, Taxes, and Assessments. Developer shall pay all impact and other City fees, taxes and assessments when due.

9.4.2. Other Public Agencies. Nothing in this Agreement is intended to govern the authority of other public agencies to impose fees.

9.4.3. **Public Works and Community Development.** Any public improvements and work performed by Developer in connection with the Project shall be to the satisfaction of the City Engineer and acceptance by the City Council (or by the City Engineer, if the City Council delegates authority to accept public improvements to the City Engineer).

10. Additional Developer Obligations.

10.1. Payments to City.

10.1.1. Required Payment. Developer and any Authorized Operator shall make quarterly payments to the City equal to one percent (1%) of Developer's and any Authorized Operator's Gross Receipts from Operations. Payments shall be made by the last day of the month following the end of each quarter (i.e., April 30th for the quarter running from January 1 through March 31). Payments shall be accompanied by such documentation as may be reasonably required by the City. The 1% fee on Developer's and any Authorized Operator's Gross Receipts is not a tax and is particularly not an indirect tax on any consumer such as a sales and use tax, but is rather a direct fee levied on the Gross Receipts of the Developer and any Authorized Operator as a condition of this Development Agreement that is not to be passed along to the ultimate consumer. If the Developer or any Authorized Operator chooses to pass the 1% fee along to any consumer, it shall be required to include such amounts collected from any consumer as Gross Receipts. This documentation will include (but may not be limited to) the transportation manifests for cannabis products received at or transported from the Facility, and an accounting of Gross Receipts from Operations during the previous quarter. Late payments shall include interest at a rate of ten percent (10%) per annum. Failure to make any payment required by this Agreement when due shall be a material breach of the Agreement subject to Cure under the provisions of Section 13.3. Payments to the City shall be made by check, direct deposit, wire transfer or other electronic form of payment that originates from a legal financial channel that has been agreed to in advance by both parties. Upon request and with a minimum of ten (10) business days' notice prior to payment due date, alternative forms of payment, including cash, may be authorized at the City's discretion.

10.1.2. Reporting of Gross Receipts from Operations.

(a) **Quarterly Receipts.** No later than the last day of the month following the end of each quarter, Developer shall deliver to City a report (the "Quarterly Report") showing (i) Gross Receipts from Operations for the immediate prior quarter received by Developer, and a cumulative total of all amounts of Gross Receipts from Operations received by Developer for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior quarter, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.

(b) Statements of Receipts. Developer shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles. For purposes herein "books and records" shall mean all bookkeeping or accounting documents Developer utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as City shall reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If, at any time during the Term, such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from Operations as herein required, Developer shall, upon the written request of City, procure and maintain such books and records as shall be of a character and form adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Developer, but only to the extent necessary for a proper determination of Gross Receipts from Operations, and all such books, records, documents and other items shall be held available for such audit and examination. Upon request by the City, Developer shall make all such books, records and documents available to the City, and provide removable copies thereof, within thirty (30) of the date of the City's request. The cost for any audit shall be shared equally by the Parties. Developer shall preserve such books, records, documents, and other items in Isleton for a period of not less than seven (7) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Developer claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are resolved. City shall keep strictly confidential all statements of revenue furnished by Developer and all other information concerning Developer's operation of the Premises obtained by City as a result of the inspection, audit and examination privileges of City hereunder, except as otherwise required by law. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250 et seq.), City shall provide Developer notice of any such request prior to disclosing any such information. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable. If such statement of revenue for the relevant year shall be found to have understated receipts by more than two percent and City is entitled to any additional payment as a result of said understatement, then Developer shall, in addition, pay all of City's reasonable costs and expenses connected with such audit, including the expense incurred in retaining such agent; otherwise City shall bear the cost and expense of such audit.

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

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

10.2. Public Safety and Security.

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

- (a) Physical security measures, including perimeter fencing, security cameras and other monitoring equipment, and internal security controls.
- (b) Implementation of CPTED (Crime Prevention Through Environmental Design) measures.
- (c) Protocols for loading and unloading, storage, and transportation of cannabis products.

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

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

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

10.3. Notification to City of Intent to Relocate. Developer shall provide City with ninety (90) days written notice prior to relocating operations within or outside of the City. For

relocations within the City, delays in notice may result in delays in issuing a new conditional use permit for the proposed new location.

11. **Amendment.** This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures required by the Development Agreement Law.
12. **Annual Review of Agreement.**
 - 12.1. **Review Date.** The annual review date of this Agreement (the "Review Date") as required by Development Agreement Law shall be approximately twelve (12) months from the Effective Date and every twelve (12) months thereafter.
 - 12.2. **Procedures.** The procedures for annual review shall be as set forth in the Development Agreement Law.
 - 12.3. **Fee for Annual Review.** The reasonable cost for the City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by the City in connection with the review.
13. **Default.**
 - 13.1. **Default.** The failure of either party to perform any obligation or duty under this Agreement within the time required by this Agreement shall constitute an event of default. For purposes of this Agreement, a Party asserting that the other Party is in default shall be referred to as the "Complaining Party" and the other Party shall be referred to as the "Defaulting Party."
 - 13.2. **Notice.** The Complaining Party may not place the Defaulting Party in default unless it has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.
 - 13.3. **Cure.** The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. In the case of monetary defaults (e.g. failure to make the payments required by Section 9.1.1), any default must be cured completely within this thirty (30) day period. In the case of non-monetary defaults, if the default cannot be reasonably cured within such time, the default shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than one hundred twenty (120) days after receipt of the first notice of default.
 - 13.4. **Remedies.** If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to terminate this Agreement upon notice to

the Defaulting Party and the Complaining Party may pursue all remedies available by law or in equity, including specific performance and injunctive relief.

- 13.5. **Additional Procedures and Remedies.** The Parties acknowledge that the foregoing default procedures and remedies are in addition to, and not in lieu of, the procedures and remedies set forth in Article 14, Section 1414 of the Municipal Code, and Developer waives the argument that any default taken against Developer is not valid for failing to comply with the procedures and remedies set forth in Article 14, Section 1414.
- 13.6. **Waiver of Damages.** Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for damages from Developer, and that therefore, Developer hereby waives all claims for damages against the City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Law, land use approvals (including development agreements) must be approved by the City Council and that under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against the City in the event that this Agreement or any Project Approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions or deletions to which Developer is opposed. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against the City in this regard.
- 13.7. **Effect of Termination of Agreement on Conditional Use Permit.** Developer agrees that termination of this Agreement in accordance with this Section 12 shall also result in the automatic termination of the Conditional Use Permit.

14. **Insurance and Indemnity.**

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

effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of one million dollars (\$1,000,000) and a deductible of not more than fifty thousand dollars (\$50,000) per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

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

14.2.3. **Evidence of Insurance.** Prior to commencement of construction of any improvements, Developer shall furnish City satisfactory evidence of the insurance required by this Sections 14 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project. Developer shall additionally furnish City satisfactory evidence of the insurance coverage required under this Section whenever a policy is renewed, changed without impact to coverage, or at City's request.

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

15.1. **Assignment.**

15.1.1. **Assignment of Rights Under Agreement.** Developer may not transfer or assign its interests under this Agreement, in whole or in part, without the prior written consent of the City, which may not be reasonably withheld.

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 not 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 D**, which shall be recorded against the Property, in lieu of recording the entire Agreement.
- 16.3. **Notices.** All notices required by this Agreement or the Development Agreement Law shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested.

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

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

with copies to:

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

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

The Isleton Cannabis Company, Inc.
Attn: Mark Mickelson
2850 W. Horizon Ridge Parkway, Suite 200
Henderson, NV 89052
(310) 295-2221

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: [_____]

Its: Mayor

Dated: anuary [__], 2023

“DEVELOPER”

Isleton Cannabis Company, Inc.

By: _____

Name: Mark Mickelson

Its: Chairman

Dated: January [__], 2023

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 and Floor Plan Showing Location and Operation of the Facility on the Property

Exhibit D: Memorandum of Development Agreement

Exhibit A

Project Description

The Isleton Cannabis Company, Inc. ("Developer") proposes to develop and operate a legal cannabis manufacturing, delivery and distribution facility at 51 Main Street in Isleton, California (APN 157-0032-024-0000) pursuant to a City-issued Conditional Use Permit

Exhibit B

Legal Description of the Property

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

Lot 10, Block 49, occupying 3523 sq. ft. / 0.08 acres, recorded by S048017 - Final Map Book 48, Page 17 in the City of Isleton, CA. One building, built in 1925, occupying 2,088 sq. ft. sits on the property.

APN: 157-0032-024-0000

Exhibit C

Site and Floor Plan Showing Location and Operation of the Facility and the Property

**Location Map
51 Main Street**



Premise Diagram
DBA Isleton Cannabis Company

- Video Camera Legend**
- 1. Exterior Isle Way
 - 2. Attic above administrative office
 - 3. Vape Cart Manufacturing Area
 - 4. Packaging & Labeling Area
 - 5. Extraction Room Door
 - 6. Infusion Area Door
 - 7. Extraction Room Isle
 - 8. Admin & Lobby Area
 - 9. Ethanol Storage Area
 - 10. Distro, Storage & Sampling DEA Cage
 - 11. Distro Labeling & Packaging Room

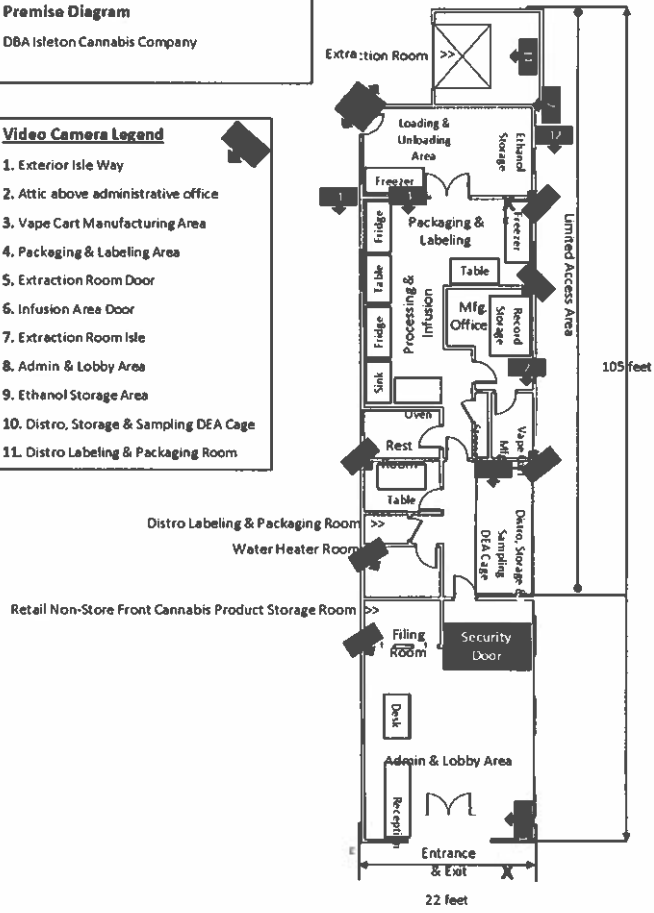


Exhibit D

Memorandum of Development Agreement

Recording Requested by and

When Recorded Return to:

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

No recording fee required pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF DEVELOPMENT AGREEMENT
TPCC Incorporated DBA the Isleton Cannabis Company**

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made this ____ day of _____, 2023, by and between the CITY OF ISLETON, a municipal corporation ("City"), Isleton Cannabis Company, Inc. ("Developer") and Viking Enterprises, LLC ("Owner") collectively referred to as the "Parties." Developer is the lessee under the terms of that certain unrecorded lease dated July 1, 2022, by and between Developer and Owner.

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"):

"CITY"

"DEVELOPER"

CITY OF ISLETON,
a municipal corporation

Isleton Cannabis Company, Inc.

By: _____
Name: [_____]
Its: Mayor
Dated: January [__], 2023

By: _____
Name: Mark Mickelson
Its: Chairman
Dated: January [__], 2023

"OWNER"

By: _____
Name: Mark Mickelson on behalf of Viking Enterprises, LLC
Its: President
Dated: January [__], 2023

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:

Lot 10, Block 49, occupying 3523 sq. ft. / 0.08 acres, recorded by S048017 - Final Map Book 48, Page 17 in the City of Isleton, CA. One building, built in 1925, occupying 2,088 sq. ft. sits on the property.

APN: 157-0032-024-0000

Exhibit A to Memorandum of Agreement (continued)

**Location Map
51 Main Street**



Attachment C
Planning Commission Staff Report Package

City of Isleton

DATE: December 1, 2022

Planning Commission

ITEM#:

Staff Report

CATEGORY: Public Hearing

CANNABIS CONDITIONAL USE PERMIT APPLICATION CUP 02-22 AND DEVELOPMENT AGREEMENT DA 2022-01, 51 MAIN STREET, ISLETON CANNABIS COMPANY, INC. formerly known as TPCC INCORPORATED AND TIMELESS PALLIATIVE CARE COLLECTIVE

SUMMARY

Isleton Cannabis Company, Inc., formerly known as TPCC Incorporated and Timeless Palliative Care Collective (“Applicant”) was previously owned by Cynthia Burnett and received approval from the City for Conditional Use Permit CUP 2018-08 and Development Agreement DA 2018-01 for cannabis manufacturing (cannabis oils, cannabis infused items and other cannabis products), delivery (cannabis products to consumers) and distribution (cannabis products to wholesalers), and distribution (cannabis products to retail dispensaries) in 2019. Located at 51 Main Street, these activities became operational after obtaining licensing from the State. Recently, Applicant changed ownership composition by replacing Cynthia Burnett with the new primary owner, Mark Mickelson. Mr. Mickelson is applying for a new conditional use permit and development agreement. This new application would replace the previous entitlements and clarify that Applicant is a licensed micro-business. The micro-business license simplifies the State’s licensing process and allows multiple cannabis operations to be hosted under a single State license, but essentially will not change the characteristics of the current operation on the site and within the building.

Both the use permit and development agreement are subject to review by the Planning Commission for recommendation to the City Council for final adoption to permit the proposed commercial cannabis operations.

The property is located in the C-Commercial Zoning District, within the downtown Historical District. The lot size is 3,523 square feet in size and contains an existing commercial building of 2,088 square feet, being about 15 feet in height. No onsite parking exists and the public utilizes existing street parking for access. The rear portion of the building is fenced.

DISCUSSION

I. Application/Project Description

Applicant proposes continuing operations to (i) extract, produce and package cannabis products, (ii) deliver cannabis products to retail customers (no direct sales on premises) and (iii) distribute cannabis products to wholesalers, testing facilities and retail dispensaries (refer to Exhibit A, Project Business Plan/Description for a more complete project description).

The building was renovated to comply with local and State regulations. The building has been divided into four sections being:

1. Separately Housed Extraction Unit – This area contains all equipment for plant extraction. This is a restricted and secured area with a commercial grade door lock.
2. Production Lab – This area provides contact surface for mixing, measuring, preparing and holding components and ingredients. This is also a restricted area.
3. Packaging and Finishing Room – This area is for labeling, assembly, packaging, cold and dry inventory and storage. This is a limited access area.
4. Product Showroom – This area displays product and provides sampling and customer consultation.

Employees only are able to access any of the area beyond the product showroom.

II. Review of City Ordinances

The City of Isleton Ordinance 2018-08 (and others) was adopted on June 26, 2018, to provide standards in regulating cannabis activities. Section 2307-C states a conditional use permit shall be issued by the City for commercial cannabis uses. Section 2307 lists the information to be provided by the applicant and states special findings the Planning Commission must make in order to approve a use permit for such an operation. The application has the required information for review and the discussion of findings is further below in this staff report.

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

1. A public safety and security plan shall be approved (refer to Exhibit A, Project Business Plan/Description).
2. No signage is permitted. No signage is being proposed.
3. A ventilation and odor control program has been implemented (refer to Exhibit A, Project Business Plan/Description).
4. The operation cannot be accessed to anyone under 21 years of age (18 years in certain cases).
5. A Development Agreement shall be required and approved by the Council (refer to Exhibit F, Attachment 1).

Section 2305 of this ordinance requires all cannabis operations to be at least 600 feet from any school, child care center, or youth center. The project is located over 600 feet from these activities (refer to Exhibit D, Youth Facilities Map).

III. Land Use Compatibility

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

- A. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.

- B. That the proposed location of the conditional use is in accordance with the objectives of the zoning ordinance and the purposes of the district in which the site is located.
- C. That the proposed use will comply with each of the applicable provisions of this ordinance.

The Commission previously approved the operations, except for the addition of the micro-business licensing. The business has been operating in compliance with all zoning and building code requirements. Creating a micro-business allows for the three commercial cannabis operations to be allowed under one state license, so this will not change the operations or physical characteristics of the property.

IV. Design Review

This application does not propose any exterior changes to the building's exterior, so no design review is required.

V. Development Agreement Considerations

Development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project. In accordance with City Ordinance 2018-02, Section 2306-A, a Development Agreement has been submitted for the proposed commercial cannabis operations (refer to Exhibit F, Attachment 1).

VI. Environmental Considerations

The California Environmental Quality Act ("CEQA") requires analysis of discretionary projects. Under CEQA Guidelines § 15378, a project is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." Conditional Use Permits and Development Agreements are typically considered projects under CEQA.

Staff has reviewed this project and determined that because there is no possibility that the project may have a significant effect on the environment, this project is exempt from CEQA under CEQA Guidelines § 15378, the "common sense" exemption. Staff made the determination that the common sense exemption applies based on the fact that, as described above, the Applicant is not modifying the operations at the site through this CUP and Development and will therefore not be making any changes to the conditions at the site over the existing baseline conditions.

In the alternative, if this project were exempt from CEQA under CEQA Guidelines § 15378, the project would nevertheless be exempt from CEQA under CEQA Guidelines § 15301, the Class 1 Existing Facilities exemption. Staff made the determination that the Class 1 exemption applies based on the fact that the project consists of the same physical operations existing on the site, involves no, expansion of this existing use, and therefore is not expected to result in any significant adverse environmental impacts.

For the foregoing reasons, Staff respectfully recommends the Planning Commission recommend the City Council direct Staff to file a Notice of Exemption for this project.

FISCAL IMPACT

There is no fiscal impact with the Commission's recommendation on this matter to the City Council depending on the projected gross receipts of the Applicant.

RECOMMENDATION

The Planning Commission should open and close the public hearing, consider the Applicant's, staff's and public comments and then either approve (based on findings and subject to conditions) or continue with direction for more information that might be needed to help in the decision making process. Staff recommends that the Planning Commission adopt Resolution PC 04-22 for Conditional Use Permit CUP 02-22) and Development Agreement DA 2022-01.

Prepared by: Charles Bergson, City Manager

EXHIBITS:

- A. Project Business Plan/Description
- B. Aerial Photo of Site
- C. Photos of building
- D. Youth Facilities Map
- E. General Plan Consistency Review
- F. Resolution PC 04-22 for Conditional Use Permit CUP 02-22 and Development Agreement DA 2022-01

Exhibit A
Project Business Plan/Description

Business Operations Description at 51 Main Street, Isleton, CA

Delivery Service Hours. The Applicant's delivery hours are scheduled on an as-needed basis.

On-Site Machinery. The Applicant's on-site machinery includes the following:

- **Crude Oil Extraction Systems** - These systems extract resin oil from cannabis plant matter such as buds, leaves, stems and seeds. The resin oil extracted by these system require further processing before cannabis-related consumer products can be created.
- **Distillation Systems** - These systems further refine the resin oil mentioned above by distilling out undesirable chlorophyll, fat and waxes. This refined oil is called distillate and can be used to create various cannabis-related consumer products.
- **Vape Cartridge Filling Machines** - These machines fills vape cartridges with distillate. Once filled, these vape cartridges can be sold to wholesalers, retailers and consumers. The distillate in the vape cartridges is vaporized by heat elements power by batteries and the vaporized distillate is inhaled by the end-user.
- **Edible Manufacturing Equipment.** This equipment manufactures cannabis products that are eaten. These types of cannabis products are sold to wholesalers, retailers and consumers.
- **Other Manufacturing Equipment.** This equipment manufactures other cannabis products that are consumed by various methods. These types of cannabis products are sold to wholesalers, retailers and consumers.
- **Joint Rolling Equipment.** This equipment measures and shakes down cannabis plant matter that has been ground up to put in pre-rolled joints that are sold to wholesalers, retailers and consumers.
- **Packaging Equipment.** This equipment prints labels and seals packaging that contain cannabis plant matter and cannabis products.
- **Other Miscellaneous Equipment.** The Applicant has other on-site equipment and machinery including scales, refrigerators and grinders.

Stored Chemicals. The Applicant stores ethanol that is used in the crude oil extraction system. The Applicant uses ethanol because it is less volatile and safer than other chemical alternatives including CO2 and butane. Usually, the ethanol stored in the Applicant's premises is two or three 55-gallon drums.

Public Safety and Security Program

- Automated Security System with interior and exterior cameras
- Lock Inventory System with security cage
- Monitored front door entrance with security camera
- Emergency Exit Plans (posted for Fire, Flood, Burglary)

Security Plan Details. To minimize the potential for criminal activity, the Applicant installed a surveillance system with a security alarm system installed which is maintained by ADT. The overall surveillance system includes additional interior and exterior cameras and remote access in accordance with code requirements of Title 17 §40200 and §40205. The Applicant maintains a Locked Inventory System in which all products kept onsite are in either in a locked safe, locked

cage, or locked storage closet. Emergency Exit Plans are posted in public view inside the facility. Emergency response instructions are posted inside staff areas and each staff member is provided a copy; these instructions provide contact and response information in case of burglary or nuisance.

Ventilation and Odor Control Program. In accordance with Section 2306 D of the City's Cannabis Regulations, a mechanical ventilation and odor control filtration system has been installed and is working well to prevent cannabis plant odors from exiting the interior of the building.

Solid Waste/Recycling Plan. Plant material used for extraction is stored in sealed airtight plastic bags that are stored in a locked storage unit and handled in accordance with Title 17 §40240 (f) of the California Code of Regulations. The process of storing plant material in sealed bags is conducted in a ventilated room; the slight odor that escapes during the packaging process dissipates once the storage bags are sealed. Cannabis waste material will be self-hauled to a solid waste facility. All cannabis self-haul waste transports are conducted only by the Applicant's employees. Routine non-cannabis garbage is discarded daily, and garbage removal service is provided weekly by Cal Waste 209.369.6887. For temporary dumpster services the Company will use Waste Management Services WM.com

Premise Diagram
DBA Isleton Cannabis Company

- Video Camera Legend**
- 1. Exterior Isle Way
 - 2. Attic above administrative office
 - 3. Vape Cart Manufacturing Area
 - 4. Packaging & Labeling Area
 - 5. Extraction Room Door
 - 6. Infusion Area Door
 - 7. Extraction Room Isle
 - 8. Admin & Lobby Area
 - 9. Ethanol Storage Area
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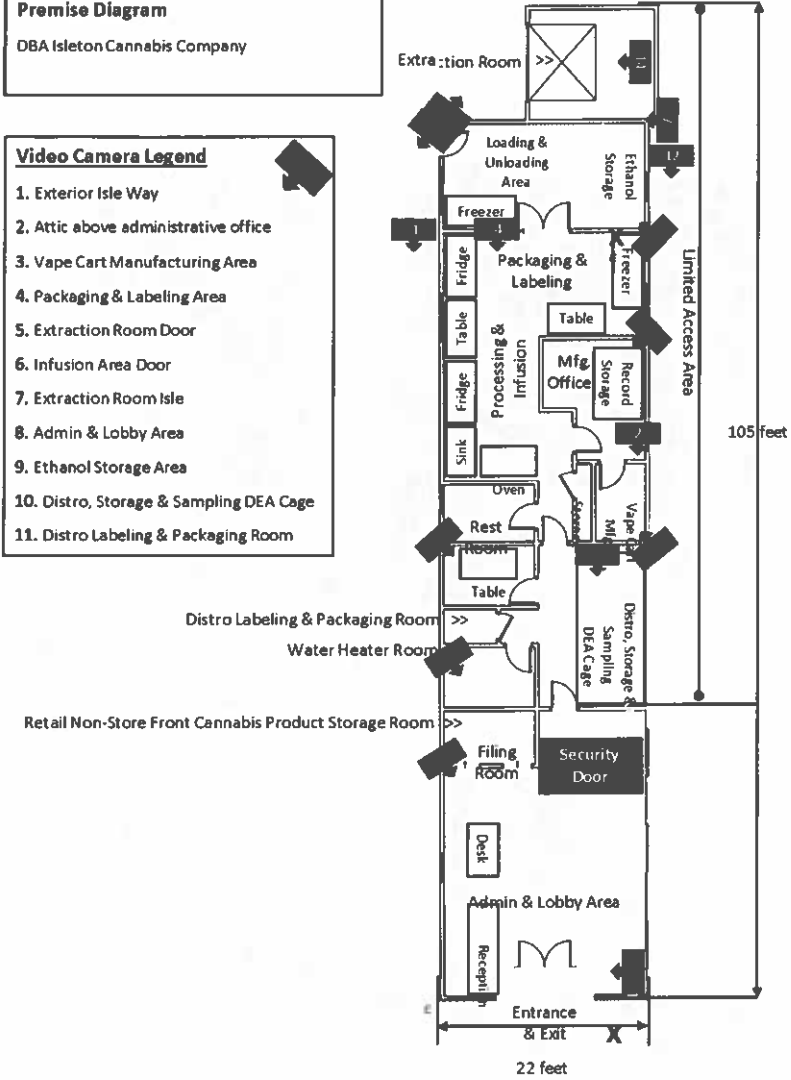


Exhibit B
Aerial Photo of Site

Location Map
51 Main Street



Exhibit C
Photos of the Building



Exhibit D Youth Facilities Map

CITY OF ISLETON

COMMERCIAL CANNABIS OPERATIONS PROGRAM YOUTH FACILITY BUFFER AREA

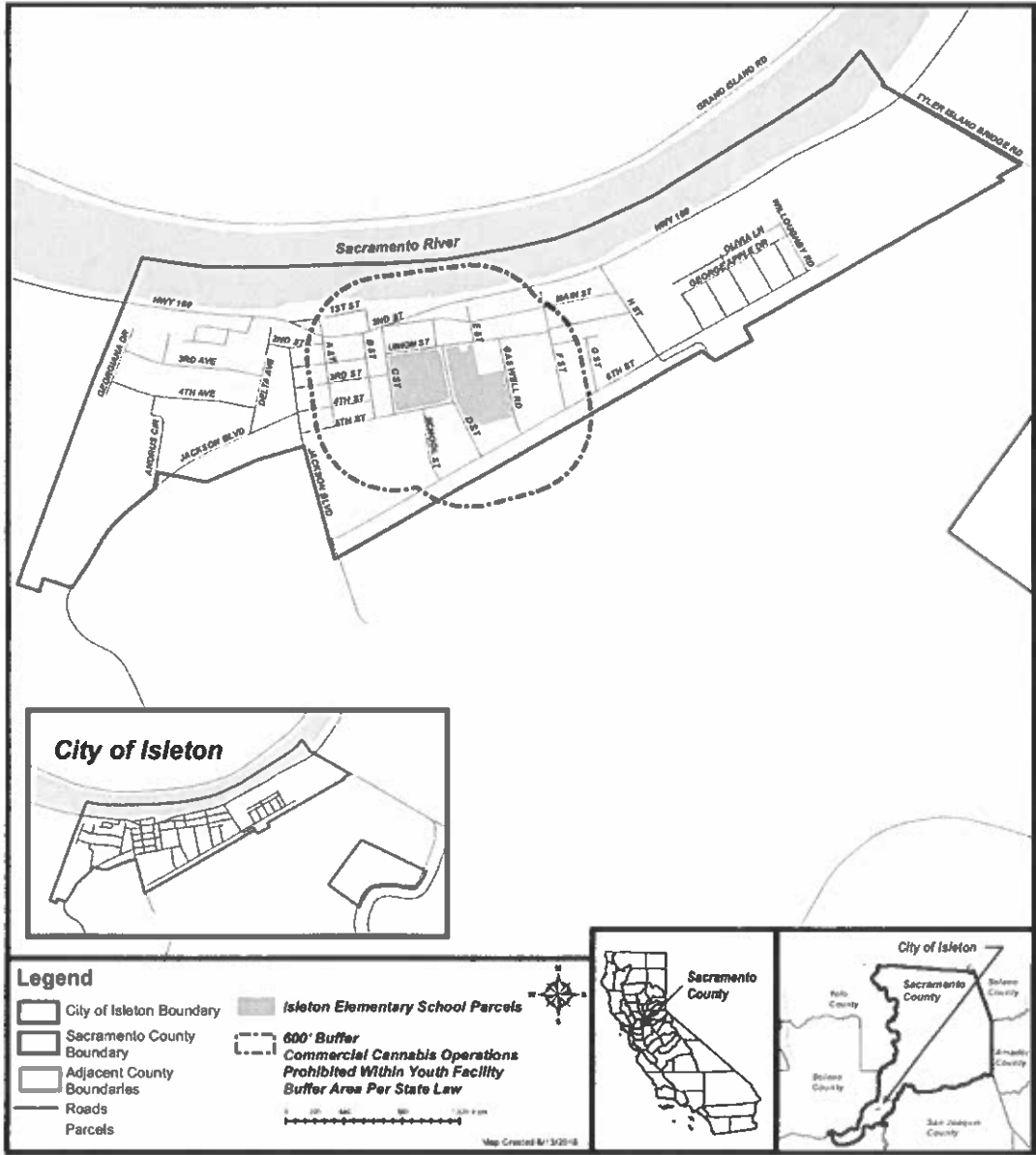


Exhibit E

General Plan Consistency Review

The following are excerpts from the General Plan to evaluate project consistency:

The Main Street center is the area which first encouraged the use of a redevelopment program in Isleton. A study financed by the property owners in 1982 illustrated the potential for rehabilitation of this seriously deteriorated 2-block area which lays immediately south of the State Highway, west of H Street. Most buildings of this center were rebuilt in the 1920's after a fire burned out the entire area. Today, the Main Street center occupies both sides of the street between D and H Streets. While most of the buildings suffer from long-deferred maintenance, most are also capable of rehabilitation. At an elevation of about 5 feet above sea level, Main Street was not flooded in 1972.

As the Chinn study of 1982 indicated, new facades and utilities can be installed at relatively modest cost. If the entire Main Street center were to be improved as a unit, values would increase markedly and private investment would be attracted. However, the extent of new investment attracted would depend in large part on Isleton. Improvement of the waterfront as a park and landscape open space corridor, with fishing access, boat docks and other water-oriented recreation is envisioned as a catalyst to eventually achieve Main Street and Second Street renewal.

Major features proposed for the CCD include the following:

1. Application of an architectural theme for all new buildings and remodeling. While the CCD, and especially the Main Street center, has had a long history of ethnic development, existing facades do not suggest a particular unified standard of architectural design. As proposed by the Chinn study, individual buildings would be aesthetically renovated, embellished and preserved to reflect their original character as part of an early 20th Century small town in the Delta.
2. Development of Second Street and Main Street as a central landscaped corridor with 45 degree angle parking, mid-block crosswalks, pedestrian connections to the waterfront, street furniture and modern street lighting on historically designed standards.
3. A strong visual commercial, street and landscaped linkage with development of the redevelopment project area east of H Street.
4. Complementary angled parking and landscaping for other streets within the CCD which are either perpendicular or parallel to the Second/Main Street corridor.

Development Standards for Commercial Areas

The following development standards shall apply within commercial area:

1. All lands within the Redevelopment Project Area shall be subject to such additional standards for Site Plan and Architectural Review as may be imposed by the City. Proposed projects shall first be approved conceptually by the Redevelopment Agency as to use prior to Site Plan Review by the City Planning Commission. The role of the

Agency is to determine whether a proposal is consistent with the purposes of the Redevelopment Plan. The Planning Commission and City Council determine land use policy as contained in the General Plan and through zoning consistent with the General Plan. Temporary uses, including light industrial, may be approved under agreement between the City and applicant on the condition that the applicant will remove all temporary uses at his expense at such time as the City determines that the property is needed for permanent use under the General Plan and Redevelopment Plan.

2. Commercial site boundaries adjacent to residential areas shall be visually screened with ornamental masonry walls and landscaping.
3. All outdoor storage areas shall be visually screened with ornamental fencing or walls, and landscaping.
4. Shade trees shall be provided within off-street parking areas as determined by the Planning Commission under Site Plan Review. Generally, the standard shall be a ratio of one tree per five spaces, placed along the line between parking bays, with trees at both ends of a line of parking spaces, served by automatic irrigation.
5. Street trees and frontage landscaping, with automatic irrigation, shall be provided for all commercial sites in accordance with a list of street trees approved by the City.

Attachment D
Resolution of the Planning Commission

RESOLUTION PC 04-22

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF ISLETON RECOMMENDING APPROVAL TO THE CITY COUNCIL OF
CONDITIONAL USE PERMIT CUP 02-22**

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

WHEREAS, on October 10, 2022, Mark Mickelson, the majority owner of TPCC Incorporated doing business as the Isleton Cannabis Company ("Applicant"), submitted a planning application to the City of Isleton for Conditional Use Permit CUP 02-22 and Development Agreement DA 2022-01, for continued operation of a commercial cannabis operation including cannabis manufacturing (cannabis oils and cannabis infused items), delivery (cannabis products to consumers), distribution (cannabis products to wholesalers, testing facilities and retail dispensaries), and new micro-business operation at 51 Main Street, Isleton, CA, APN# 157-0032-024-0000 ("Project"); and

WHEREAS, the Project application was submitted in accordance with the City of Isleton Municipal Code; and

WHEREAS, A duly noticed public hearing to consider the project was advertised for December 2, 2022; and

WHEREAS, the projects is exempt from environmental review in accordance with Section 153301 of the California Environmental Quality Act (CEQA) Guidelines as an existing facility; and

WHEREAS, at said hearing, the Planning Commission considered the staff report dated December 1, 2022; and

WHEREAS, on December 6, 2022, the Planning Commission conducted a public hearing on this Conditional Use Permit CUP 02-22 and Development Agreement DA 2022-01; and

WHEREAS, in Accordance with Section 2307 of Ordinance 2018-08 the project is consistent with special findings as follows:

- a. The proposed location, size, and other development standards of the premises are consistent with state law and this chapter.
- b. A development agreement between the applicant and the City has been fully executed.
- c. That the conditions set forth in Section 2306(B)-(D) has been satisfied.

WHEREAS, this application has submitted the required information to find the operation is consistent with State law and City ordinances; and

WHEREAS, the General Plan designates the project site as commercial. As conditioned, the proposed use would be consistent with the General Plan; and

WHEREAS, the project complies with the Zoning Code as conditioned by this Conditional Use Permit; and

WHEREAS, in accordance with Section 1407 of the Zoning Code, the Planning Commission/City Council finds that the proposed project, under this conditional use permit, is consistent with the following:

a. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.

b. That the proposed location of the conditional use is in accordance with the objectives of the zoning ordinance and the purposes of the district in which the site is located.

b. That the proposed use will comply with each of the applicable provisions of this ordinance; and

WHEREAS, this application satisfies all public safety information requirements in accordance with Ordinances 2306 and 2307, subject to specific conditions of approval; and

WHEREAS, the Project is exempt from California Environmental Quality Act (CEQA) review pursuant to §15301 and §15378 of the CEQA Guidelines, as the project would be located on an existing developed property with the same operations as occurring on the site that will not result in any significant impacts; and

WHEREAS, a development agreement has been prepared for this project. and will be executed upon final approval by the City Council.

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

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

Section 2. The Planning Commission recommends the City Council approve the Conditional Use Permit CUP 02-22 and Development Agreement DA 2022-01, herein attached as Attachment 1 and made a part thereof for the project based on the findings made below and subject to the Conditions of approval:

Planning Commission Recommended Conditions of Approval
for Conditional Use Permit CUP 02-22

1. The applicant/developer/operator shall agree to indemnify, defend, and hold harmless the City or its agents, officers, and employees from and against any and all claims, actions, demands or proceeding (including damage, attorneys' fees, and court cost awards) against the City or its agents, officers, or employees to attach, set aside, void, or annul an approval of the City, advisory agency, appeal board, or legislative body concerning the permit or entitlement when such action is brought within the applicable statute of limitations. In providing any defense under this paragraph, the applicant, business operator, property owner, and developer shall use counsel reasonably acceptable to the City. The City shall promptly notify the applicant, business operator, property owner, and developer of any claim, action, demand or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the developer/operator of any claim, action, demand or proceeding, or if the City fails to cooperate fully in the defense, the developer/operator shall not thereafter be responsible to defend, indemnify, or hold harmless the City as to that action. The City may require that the developer/operator to post a bond, in an amount determined to be sufficient, to satisfy the above indemnification and defense obligation. Developer/operator understands and acknowledges that City is under no obligation to defend any claim, action, demand or proceeding challenging the City's actions with respect to the permit or entitlement.

2. The applicant/developer/operator shall be responsible to pay all sales, use, business, and other applicable taxes, and all license, registration, and other fees and permits required under federal, state, and local laws and pursuant to the Development Agreement for the project.
3. The applicant/developer/operator shall cooperate with the City with respect to any reasonable request to audit the business's books and records for the purpose of verifying compliance with the Municipal Code and this Conditional Use Permit and related Development Agreement, including, but not limited to, a verification of the amount of taxes required to be paid during any period.
4. Conditional Use Permit CUP 02-22 shall not be operational unless or until a Development Agreement is fully executed by the City and the Development Agreement remains valid.
5. Cannabis Conditional Use Permit CUP 02-22 shall be reviewed by the City after five (5) years at which point a determination of extension will be given (refer to City Ordinance 2018-08, Section 2307).
6. Cannabis Conditional Use Permit 02-22 shall be subjected to an annual planning review to ensure that the business practices have stayed within the bounds of the Conditional Use Permit or other permitted uses (refer to City Ordinance 2018-08, Section 2307).
7. No signage is permitted for the cannabis operations use (refer to City Ordinance 2018-04, Section 2307).
8. No cultivation of cannabis or marijuana may occur on the premises.
9. No consumption or use of cannabis or marijuana, beyond manufacturing, processing, delivery, or distribution, as allowed by this Conditional Use Permit may occur on the premises use (refer to City Ordinance 2018-08, Section 2307).
10. No retail cannabis sales or display may occur on the premises.
11. The Planning Commission shall review the performance of complying with all conditions of Conditional Use Permit UP 02-22 within three (3) months of this approval (by the next regular meeting of the Commission in March, 2023) and to evaluate potential use and public appearance of the storefront area of the front of the building.
12. Any exterior alterations to the building, including paint colors, new or altered doors or windows, shall be subject to prior approval by the City Planning Department, and may be subject to further review by the Isleton Historic Preservation Board.
13. Cannabis Conditional Use Permit CUP 02-22 shall be subject to termination, notwithstanding any other provision in the City's Municipal Code, if (refer to City Ordinance 2018-08, Section 2307):
 - a. The owner of the commercial cannabis facility attempts to transfer the commercial cannabis facility to another individual not named in the conditional use permit application as an owner or person in charge;
 - b. The commercial cannabis facility ceases to operate at the premises described in the conditional use permit application; or
 - c. The commercial cannabis facility ceases to operate for sixty (60) consecutive calendar days.
14. All conditions of Conditional Use Permit CUP 02-22 are necessary to protect the general health, safety, and welfare of the public. If any condition of this entitlement is held to be invalid by a court, then the whole entitlement shall be invalid. The City Council specifically declares that it would not have approved this entitlement unless all of the conditions herein are held as valid.

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

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

PASSED AND ADOPTED by the Planning Commission of the City of Isleton this 6th day of December, 2022, by the following vote:

AYES: Planning Commissioner's Michelle Burke, Ruby Fowler, Joe Kessner, Chair Jack Chima.

NOES: None.

ABSTAIN: None.

ABSENT: Planning Commissioner Mandy Elder.


CHAIR, Jack Chima

ATTEST:


DEPUTY CITY CLERK, Yvonne Zepeda

Attachment E
Written Statement from Applicant

Isleton Cannabis Company, Inc.
51 Main Street
Isleton, CA 95641

December 27, 2022

Charles Bergson, City Manager
City of Isleton
101 2nd Street
Isleton CA 95641

Dear Mr. Bergson,

When the Isleton Cannabis Company's ("Applicant") financial condition permits and there is cash available to improve the Applicant's Premise, Applicant will seek approval from the State to amend its Premise diagram and, upon receiving such approval from the State, make an additional investment to improve and maintain the retail appearance of the building facade that faces Main Street while keeping the option open to, potentially, convert a portion of the front of the building to an alternative retail use that is permitted by the State.

Sincerely,



Isleton Cannabis Company, Inc.
Mark Mickelson, Chairman

City of Isleton

DATE: January 10, 2023

City Council
Staff Report

ITEM#: 7.A

CATEGORY: Old Business

RESOLUTION 01-23 OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING CIVICWELL AS INDEPENDENT CONTRACTOR TO PROVIDE PROJECT MANAGEMENT AND IMPLEMENTATION FOR THE ISLETON MAIN STREET REDESIGN AND REVITALIZATION PLAN PROJECT

SUMMARY

On April 4, 2022 the City received an award for \$240,357 from the California Department of Transportation (CALTRANS) Sustainable Transportation Planning Grant for the Isleton Main Street Redesign and Revitalization Plan through Sacramento Area Council of Governments (SACOG).

City Council approved service agreement 74A1346 between the City of Isleton and CALTRANS the Sustainable Communities Grant on October 11, 2022.

DISCUSSION

The purpose of this grant is to create a plan that will improve multi-model transportation connectivity and access to and within downtown.

CivicWell formerly Local Government Commission will be the consultant. As part of the grant, this firm has been retained by SACOG to direct this work.

The project will develop a plan for Isleton's Main Street to improve the pedestrian environment, support revitalization, and preserve the rich heritage of this historic community and the Sacramento-San Joaquin Delta. The City with CivicWell, will conduct an "extensive and highly participatory, multifaceted community engagement process to identify strategies for change". The resulting plan will include short and long-term streetscape plans and multi-modal safety and access improvements for pedestrians, bicyclists, transit and motorists, steps to spur public and private investment in the downtown, and strategies for maintaining a cohesive, well-connected community.

Staff recommends City Council adopt Resolution 01-23 Agreement for Services with CivicWell to assist the City with project management and implementation of the Isleton Main Street Redesign and Revitalization Plan project as the co-applicant in the Caltrans Planning Grant Sustainable Communities grant.

FISCAL IMPACT

Below is the budget breakdown for CALTRANS Sustainable Communities Grant Award of \$240,357.00

Budget Breakdown:



Agency	Scope of Work	Cost
City of Isleton	Grant Management (Staff Time-Local Match)	27,569
CivicWell	Project Administration, Consultant Procurement, Community Outreach, Existing Conditions, Community Engagement, Plan and Council Approval	212,788
Total		\$240,357

RECOMMENDATION

It is recommended City Council Pass Resolution 01-23 of the City Council of the City of Isleton authorizing Civicwell as independent contractor to provide project management and implementation for the Isleton Main Street Redesign and Revitalization Plan Project.

ATTACHMENTS

- A. City Council Resolution 01-23
- B. CivicWell Contract
- C. CivicWell Scope of Work
- D. CivicWell Project Budget

Written by: Diana O'Brien, Admin. Asst./Grants Manager
Reviewed by: Charles Bergson, City Manager 
Submitted and prepared by: Yvonne Zepeda, City Clerk 

RESOLUTION NO. 01-23

RESOLUTION 01-23 OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING CIVICWELL AS INDEPENDENT CONTRACTOR TO PROVIDE PROJECT MANAGEMENT AND IMPLEMENTATION FOR THE ISLETON MAIN STREET REDESIGN AND REVITALIZATION PLAN PROJECT

WHEREAS, the City Council of the City of Isleton is received the CALTRANS Sustainable Communities Planning Grant in the amount of \$240,357;

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

WHEREAS, the City Council of the City of Isleton hereby appoints CivicWell as an independent contractor to provide project management and implementation of the Isleton Main Street Redesign and Revitalization Plan Project;

NOW, THEREFORE, BE IT RESOLVED that the **City Council of the City of Isleton** authorizes the City Manager, or designee, to execute Grant Agreements and any amendments thereto with CivicWell.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Isleton held on this 10th day of January 2023.

AYES:

NOES: None

ABSTAIN: None

ABSENT: None

MAYOR

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Independent Contractor Agreement ("Agreement") is made as of <<Date>> ("Effective Date"), by and between CivicWell (formerly the Local Government Commission), a California nonprofit public benefit corporation and City of Isleton ("City").

RECITALS

- A. The City desires to engage CivicWell to provide certain services and CivicWell desires to provide those services and to be compensated accordingly.
- B. The City and CivicWell enter into this Agreement in order to memorialize the terms concerning CivicWell's performance of the services and the City's obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, CivicWell and City covenant and agree as follows:

AGREEMENTS

I. CIVICWELL'S SCOPE OF WORK

A. Appointment. The City hereby appoints CivicWell as an independent contractor to perform the services described in Exhibit "A", "Scope of Services" attached hereto. CivicWell accepts such appointment on the terms and conditions set forth herein.

Neither party may vary the scope of services described in Exhibit "A" or compensation in Exhibit "B" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "A." Any modification of the scope of services may affect direct labor costs and project expenses and must be approved in writing by City.

B. Method of Performing Services. CivicWell will determine the method, details, and means of performing the Services by CivicWell or any of CivicWell's employees. The City shall have no right to, and shall not, control the manner or determine the method of accomplishing CivicWell's services. CivicWell shall perform the Services in a diligent, competent, and professional manner and in strict conformity with all applicable law, ordinances, statutes and governmental requirements.

C. Excuse of Performance. CivicWell's obligation to perform the Services may be excused or the completion dates may be extended if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by CivicWell, including any such circumstances caused by the City. If CivicWell seeks to be excused from performance or delay completion of the Services, CIVICWELL shall notify the City of the reasons therefore.

D. Independent Contractor. It is the intent of the parties that CivicWell is and shall remain an independent contractor, and CivicWell shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to CivicWell, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

E. Insurance. CivicWell shall, at its sole expense, throughout the performance of the Services pursuant to this Agreement, maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis, and \$2,000,000 in the aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from on in connection with the performance of the Services hereunder or from or out of any act or omission of Consultant, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$1,000,000; (3) all auto insurance with minimum limits of \$1,000,000 for each accident; and (4) worker's compensation insurance as required by California statutes. All insurance shall be with companies and on forms acceptable to City and shall contain a provision or endorsement that the policy may not be cancelled, terminated or modified unless thirty (30) days prior written notice thereof is furnished to the City. All such insurance shall be (1) primary and not contributory with regard to any other insurance available to CivicWell, (2) be written by companies with a BEST Guide rating of A:VII or better, and (3) include the City and its officers, directors, shareholders, employees, agents and assigns as additional insureds. Certificates evidencing that such insurance is in full force and effect shall be provided to the City upon execution of this Agreement and at least ten (10) days prior to the expiration or renewal of any such policy.

F. Indemnification of Liability. The Parties shall mutually indemnify, defend, and hold harmless the other Party and all of its officers, directors, and affiliates from and against any and all liability imposed or claimed, including attorney fees and other legal expenses, arising directly or indirectly from any act or failure of the indemnifying Party, including claims relating to the injury or death of any person or damage to any property. This Paragraph shall survive the termination of this Agreement.

II. COMPENSATION

A. Consulting Fee; Reimbursable Expenses.

A. Fee. The City shall pay CivicWell a fee for the Services provided which is described in Exhibit B – Description of Compensation attached hereto.

B. Expenses. CivicWell shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this agreement, limited to those expenses listed in Exhibit C – Reimbursable Expenses, attached hereto, up to the maximum, total amount set forth in Exhibit C. If Exhibit C contains a line-item estimation of expenses, it is understood and agreed that, provided that CivicWell's performance hereunder is not negatively affected, CivicWell may spend more on some

items and less on others; as long as the maximum amount is not increased, such changes shall not affect CivicWell 's right to reimbursement.

C. Invoices. CivicWell shall submit invoices monthly for all services rendered. Upon receipt of CivicWell 's invoice, the City shall notify CivicWell if it has any exceptions or objections to CivicWell 's invoice.

D. Due Date for Payment. City shall reimburse CivicWell within thirty (30) days of receipt of invoice.

III. TERM AND TERMINATION

A. Term. Unless sooner terminated in accordance with this Agreement, the term of this Agreement shall be from the Effective Date to the date indicated on Exhibit D – Timeline.

B. Termination. This Agreement may be terminated at any time by either party for good cause. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the non-terminating party

IV. MISCELLANEOUS

A. Entire Agreement. This Agreement embodies the entire agreement and understanding between City and CivicWell on the subjects addressed herein and supersedes all prior discussions, agreements, or understandings between the City and CivicWell, whether express or implied. Both parties agree that no promise or representation regarding the subjects addressed herein have been made by either party other than those expressly set forth herein.

B. Attorney's Fees. The prevailing party in any action at law or in equity necessary to enforce or interpret the terms of this subcontract shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.

C Property Rights. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by CivicWell while performing Services under this Agreement will be assigned to and owned jointly by CivicWell and City, as will any copyrights, patents, or trademarks obtained by CivicWell as part of performing Services under this Agreement. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by CivicWell in the performance of the Services for City shall be the joint property of CivicWell and City.

D. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered or sent via electronic mail (with receipt confirmed), or three (3) business days after mailing is mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

If to CIVICWELL:

Lare Bloodworth
Chief Financial Officer
CivicWell
980 9th Street, Suite 1700
Sacramento, CA 95814
(916) 448-1198
lbloodworth@CivicWell.org

Please send Invoices to: AP@CivicWell.org

If to City:

<<Name>>
<<Title>>
<<Company>>
<<Address 1>>
<<City, State Zip code>>
<<Phone number>>
<<Email address>>

Notice delivered personally will be deemed communicated as of actual receipt.

E. Governing Law. This Agreement shall be construed under the laws of the State of California.

F. No Discrimination. CivicWell certifies and agrees that CivicWell will not discriminate against any employee, volunteer, or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, handicap, or AIDS, in accordance with requirements of local, state, and federal law. CivicWell shall take affirmative action to assure the qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, handicap, or AIDS. CivicWell shall comply with all local, state, and federal posting and certification requirements.

G. Assignment. The rights and obligations of City under this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of City. City depends on the personal services of CivicWell, and CivicWell shall not assign this Agreement or any rights or duties hereunder without the express written consent of City nor shall CivicWell delegate any obligations hereunder to any other person or entity without the express written consent of City, provided, however, that nothing in this Paragraph H should be construed to prevent CivicWell from using assistants under CivicWell's direction and control to assist CivicWell in the performance of his or her services. Any assignment or delegation by CivicWell without such written consent shall be void.

H. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this

Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

I. Binding Effect. This Agreement shall not be binding on City or CivicWell until it is executed by both City and CivicWell in the signature block below. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

J. Headings. The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

K. Construction. This Agreement shall be construed and interpreted fairly in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. Each of the parties further acknowledges and agrees that they have had the opportunity to consult with, or have consulted with, attorneys of their own choice regarding each term and condition of this Agreement, that they each understand the meaning and effect of each provision contained in this Agreement, and that they have voluntarily and knowingly entered into this Agreement.

L. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

M. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

CITY: <<COMPANY>>

By: _____
 <<Name, Title>>
 <<Date>>

CIVICWELL: CIVICWELL,
 a California nonprofit public benefit corporation

By _____
Lare Bloodworth, Chief Financial Officer
 <<Date>>

EXHIBITS

- Exhibit A – Services
- Exhibit B – Description of Compensation
- Exhibit C – Reimbursable Expenses
- Exhibit D – Timeline

EXHIBIT A – SCOPE OF SERVICES

CivicWell will perform the following Services:

See Exhibit A attached.

EXHIBIT B – DESCRIPTION OF COMPENSATION

CivicWell will receive no more than \$212,788 for performance of the Services. See Exhibit B for breakdown by tasks and compensation for CivicWell and the consultant to be selected through the competitive procurement process as described under Exhibit A.

EXHIBIT C – REIMBURSABLE EXPENSES

Reimbursable expenses under this Agreement include costs related to travel, reproduction, and meeting and workshop supplies, snacks and refreshments. Reimbursable expenses for travel are subject to Caltrans per diem rate requirements.

EXHIBIT D – TIMELINE

All Services enumerated in Exhibit A are to be completed by February 28, 2025

Exhibit A: CivicWell Scope of Services

Isleton Main Street Redesign and Revitalization Plan

CivicWell will assist the City of Isleton with project management and implementation of the Isleton Main Street Redesign and Revitalization Plan project as the co-applicant in the Caltrans Planning Grant Sustainable Communities grant that is funding the effort. CivicWell will assist the City with the competitive procurement process for selecting a consultant, organize and manage the project Outreach Advisory Group, organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. CivicWell staff will facilitate community engagement activities including virtual and in-person workshops, walk audits and bicycle audits, and stakeholder listening sessions. CivicWell staff has extensive experience in public engagement in planning processes, multi-modal transportation planning and community design. CivicWell has staff that is fluent in Spanish and will produce outreach materials and conduct meetings and workshops in English and Spanish and other languages as needed.

The selected consultant (or team of consultants) will be a subcontractor to CivicWell under direction from the City. CivicWell will submit billing to the City with consultant costs and expenses as single invoices on more than a monthly basis. The consultant will be responsible for technical analysis, documentation, mapping and evaluation for the project. The consultant will analyze and document baseline conditions for street connectivity, walking and bicycling, traffic safety and operations, and Main Street and town core neighborhood land use. The consultant will actively engage in the public process, develop design concepts and recommendations to improve safety and mobility choices that respond to input from the community and responsible agencies, and prepare the plan document. Core components of the plan will include:

- A comprehensive summary of the community engagement process and input received.
- An overall multi-modal transportation and land use framework plan for the Main Street historic core, adjoining streets, and key destinations with proposed infrastructure improvements, circulation, access and parking patterns that are consistent with the desired community character.
- Conceptual designs for streets, other public spaces and private development opportunity sites to facilitate pedestrian, bicycle and transit safety, use and mobility, and enhanced commercial activity. Graphic designs will provide visualizations to help community members understand public right of way cross-sections and interaction with adjacent properties and buildings.
- Detailed streetscape design for Main Street.
- Implementation strategy that identifies both short- and long-term infrastructure improvements, potential funding opportunities, and steps for instituting policy and programmatic changes.

Overall Project Objectives

The project and resulting products will address the following community sustainability and livability objectives:

- Engage residents, especially those who do not typically participate in City decision-making and planning processes.
- Identify obstacles to multimodal mobility, access, safety, and comfort to the Downtown area.
- Identify transportation and connectivity challenges for residents and visitors and that impact business performance and development opportunities.
- Develop slow streets designs that calm traffic, especially near shops, parks and plazas on Main Street.
- Identify opportunities for application of green street concepts, such as trees, storm water planters, swales and other bio-retention areas, drought-tolerant landscaping, and permeable pavement.
- Recommend access and wayfinding improvements to increase awareness and visibility of Main Street to travelers from SR 160/River Road.
- Study and recommend improvements, such as a pedestrian bridge, connecting Main Street and the riverfront public park and recreation area and water access.
- Consider improvements that support development of a greater diversity of uses, reducing the need for Isleton residents to travel elsewhere for employment and services.
- Produce a master design concept to improve conditions for walking, bicycling, transit linkages and access, outdoor eating and commerce, beautification and environmental sustainability on Main Street with sufficient detail to pursue implementation funding for engineering and construction.

Summary of Project Tasks

Task 01: Project Administration

The City will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the City. Costs for this task will not exceed 5% of the grant award amount.

Quarterly Progress Reports and Invoicing

CivicWell will assist the City with preparation of quarterly project and fiscal reports to Caltrans District staff that provide a summary and percent completion of project progress and grant/local match expenditures.

Invoicing

CivicWell provide the City with complete invoice packages in accord with Caltrans grant requirements to be submitted to Caltrans District staff on at least quarterly basis, but no more frequently than monthly.

Task Deliverables

- Draft Quarterly Progress Reports for submission to Caltrans
- Monthly invoice packages

Task 02: Consultant Procurement and Contracting

CivicWell will prepare a request for proposals (RFP) to solicit a consultant or team of consultants with the necessary technical expertise to develop the plan. The RFP will follow the proper procurement and contracting procedures established by Caltrans for these projects. The RFP will be posted on the City's web page and will be sent to firms in California with expertise in active transportation, traffic engineering, transportation planning and urban design.

Consultants will be given four or more weeks to submit proposals. Once received, City staff, with assistance from CivicWell, will assemble a review panel that includes City and CivicWell staff and selected stakeholders. If the panel deems it necessary, in-person or videoconference interviews will be held with the top candidates. Once a consultant team has been chosen, the CivicWell will prepare and execute a contract. Once a contract is in place, City and CivicWell staff will hold a kickoff meeting and site visit with the consultant.

Task Deliverables

- Copy of the Request for Proposals for Consultant
- Copy of the contract between the consultant and CivicWell
- Meeting notes from the project kick-off with consultant and CivicWell

Task 1: Community Outreach

The City, with support from CivicWell, will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. Activities to be completed under this task are described below.

Assemble Contact Management Database

CivicWell, with support from the City, will assemble and maintain a stakeholder contact list that includes leaders, officials and staff from Isleton, Sacramento County, Sacramento Area Council of Governments (SACOG), Caltrans, Delta Conservancy, Delta Chambers and Visitors Bureau, historic and cultural preservation groups, school district, businesses and business organizations, community organizations and advocacy groups. The list will also include neighborhood leaders and residents, property owners, and other interest groups that reflect the demographics and perspectives of the community. Special efforts will be made to identify agencies, organizations and associations that work with disadvantaged communities.

Assemble Outreach Advisory Group

CivicWell and the City will establish a community and stakeholder outreach advisory group of approximately 8-12 individuals for project guidance. Participants will include representatives from local and regional agencies and other organizations and groups from the stakeholder list described above. Caltrans District staff will be invited and encouraged to participate in all meetings. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for framing and communication and for engaging all segments of the community and

maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Outreach Advisory Group Meetings

The Outreach Advisory Group is expected to meet on at least three occasions during the course of the project, with the possibility of additional meetings as needed. In the event that public health restrictions are in place, the meetings will be held in accommodations that meet social distancing requirements or through an online video meeting platform.

- The first meeting is anticipated approximately 3 to 4 months in advance of core community engagement events. Agenda topics will include: key issues to address in the plan, problem and opportunity areas to study, locations with the greatest safety and access challenges, scheduling, platforms and venues for events and activities, key stakeholders to target for consultation and engagement, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on a review with feedback of existing conditions prepared by the consultant team and outreach and planning for engagement events.
- The third meeting is anticipated approximately two months following the community design charrette events described under Task 3 below to review proposed concepts developed during and after the engagement events and provide further direction for the consultant team prior to development of refined concepts for public review.

Produce and Distribute Outreach Materials

CivicWell will work closely with the City and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

- **Materials.** CivicWell will produce digital and printed flyers and posters publicizing events for community-wide distribution. Materials will be produced in English, Spanish and other languages as needed.
- **Distribute.** Advisory group members, Isleton Chamber of Commerce, Library, Post Office, Elementary School, Fire Department, museums, businesses and civic organizations will be asked to provide, display and distribute flyers and information about the engagement events through their networks and at meetings and festivals. Isleton Elementary School will be asked to send announcements and flyers home with their students and/or publicize events through phone and email outreach methods. Main Street businesses will be asked to display announcements, signs and posters at prominent locations.
- **Media.** Announcements and press releases will be distributed to local and regional media. CivicWell staff will also work with the City and advisory group members to identify social media platforms that residents use. The City will work with the Chamber, businesses and civic groups on setting up signs or banners announcing events. Announcements, project information, presentations and plan documents will be posted on the City web site, and events will be publicized on social media platforms.

Task Deliverables

- List of stakeholders
- List of Advisory Group members
- Notes from Advisory Group meetings
- Copies of outreach materials
- Summary of outreach materials distribution

Task 2: Existing Conditions

CivicWell will oversee the activities described under this task in close coordination with the City.

Inventory of Policies, Plans, Projects and Programs

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, such as: Isleton General Plan Update documents, Isleton 2021-2029 Housing Element, City Zoning Ordinance and Historic Preservation Ordinance, City 10-Year Capital Improvement Program, Main Street Design Project Report (2021), Asian American Heritage Park Delta Heritage Area Initiative Feasibility Study (2020), SACOG 2020 MTP/SCS, 2015 SACOG Regional Bicycle, Pedestrian and Trails Master Plan, Sacramento County 2030 General Plan, Sacramento County Bicycle Master Plan (2011), Delta Plan (2013), Economic Sustainability Plan for the Sacramento-San Joaquin Delta, and Delta Tourism Awareness 5-Year Marketing Plan. CivicWell and the consultant will reach out and coordinate with the school district to document student safety, education, and encouragement needs, programs and initiatives. CivicWell staff will reach out to health agencies and organizations for community health data and to identify current healthy community advocacy and education initiatives that can help inform recommendations to improve safety and access in the downtown area.

Data Collection and Analysis

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.), parking, delivery, drop off and pick up, emergency access and response and other essential Main Street and surrounding neighborhood functions. In addition, the consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to develop GIS layers necessary for base mapping and design.
- Collection and assessment of available traffic volume and peak demand data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to evaluate conditions and activity for both motorized and non-motorized modes.
- Evaluate safety and collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians, bicyclists and motorists in traffic collisions.
- Inventory prominent land uses and destinations in the Historic District and surrounding neighborhood. The consultant will work with the City and community members to

identify end-of-trip facilities, wayfinding, and adopted policies and practices serving to support and encourage active transportation travel and access for all modes.

Base Maps

The consultant will prepare a series of base maps to document and illustrate existing conditions and for design and analysis work and use by residents and stakeholders during engagement activities.

Existing Conditions Report

The consultant will provide a report summarizing relevant policies, plans and initiatives, the data analysis and multimodal infrastructure, traffic, circulation and land use conditions, and strengths to build upon and barriers to address.

Task Deliverables
<ul style="list-style-type: none">• Data analysis• Base maps• Existing conditions report

Task 3: Community Engagement

The community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of concepts and the final plan so that it reflects and advances the community’s vision for the future. To support this goal, CivicWell will work closely with the City and advisory group to conduct an iterative series of activities to engage residents and stakeholders.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objectives and guiding principles for the plan while beginning to identify proposed design solutions. CivicWell will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. By concentrating activities over a short period of time, charrettes help capture attention, encourage involvement of residents, and energize a process that draws more interest from the community and the media. The iterative process used in a charrette also helps develop cross-agency and cross-community sector buy-in and support for the resulting plan and its recommendations.

Project Website and Survey

To complement the design charrette, the consultant team will work with the City and CivicWell to create a web page that residents can use to provide comments and ideas. The website will include an interactive map where residents can provide detailed comments and concerns about specific streets and intersections. The website will also direct residents to online surveys that

they can fill out to provide comments and ideas. The project website will also be used to post updates on the planning effort as well as copies of the draft and final plans.

Agenda Development and Logistics

CivicWell, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and CivicWell, with help from the advisory group and co-hosts, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Community Design Charrette

CivicWell, the City and consultant will organize a community design charrette over the course of 3 to 4 days. Language interpretation will be available if needed for non-English speaking participants. In the event that public health restrictions are in place, meetings and workshops may be held virtually with scheduling, timing and spacing of events and activities determined in consultation with the advisory group. The draft schedule of activities will include:

- Small group stakeholder listening sessions (e.g., agencies, community service providers, youth, seniors, people with disabilities, businesses and property owners, and emergency responders) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length. Some meetings may be conducted virtually using a remote platform such as Zoom with phone conferencing capability for those who do not have access to a computer or the internet.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design tables in which small groups work together to write and draw their ideas on aerial maps. In the event public health restrictions are in place, the event may be converted to a virtual workshop utilizing CivicWell's experience with interactive online collaborative tools such as Mural and Conceptboard.
- Facilitated walk audits to observe conditions and discuss solutions with CivicWell and members of the consultant team.
- Consultant team members and CivicWell will work for several days (ideally on-site at a makeshift studio) in intense production to develop preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback. In the event public health restrictions are in place, the open studios may be conducted outdoors or virtually using an online interactive meeting platform.
- Review of concepts with City, Caltrans and other key agency staff.

Community Workshop on Full Draft Concepts

Approximately three months following the charrette, CivicWell will organize and widely publicize a workshop or open studio (which can be conducted indoor or at an outdoor community space) where the consultant team will present to stakeholders and the community the full draft concepts and proposed improvements. Language interpretation will be available as needed for non-English speaking participants. This will provide an opportunity for

stakeholders and residents to provide feedback on the recommendations and to make sure critical issues have been addressed. In the event Covid-19 restrictions are still in place, the event will be conducted outdoor or remotely utilizing an online collaborative workshop platform.

On-line Survey of Full Draft Concepts

Recognizing that not all community members will be able to attend the events and to ensure broader public feedback and input, the proposed concepts will be posted on-line with a survey in English and Spanish (and other languages as required) allowing people to weigh in over the course of a longer period with their preferences, concerns, comments and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete by hand.

Task Deliverables
<ul style="list-style-type: none">• Agenda and presentations for Community Engagement Charrette• Participant lists• Summary with photos of community input received during charrette activities• Agenda and presentation for draft concepts workshop• Notes on community comments received during draft concepts workshop• Survey results on draft concepts

Task 4: Draft and Final Plan

The final deliverable will be a plan for improving multi-modal transportation connectivity and access to and within Downtown Isleton. The report will include recommendations for the transportation network and will be graphically illustrated with drawings including sections, plan views, and detailed recommendations for public infrastructure improvements and adjacent properties, including small and immediately feasible enhancements, and larger, more complex, longer term and capital-intensive projects. The plan will also lend itself to revitalization efforts and investment programming with a section devoted to future funding strategies for implementation. By enabling and encouraging more Isleton residents and visitors to walk, bike and take transit, the plan will make more efficient use of the existing transportation system and at the same time reduce emissions from motor vehicles that impact the climate and community health.

Increased access and transportation related amenities in the downtown will also support economic development by attracting visitors, encouraging business retention and expansion, and improving conditions for infill development. Safety, security and mobility will be enhanced by redesigning street sections, repurposing unnecessary pavement, fixing challenging intersections, and addressing circulation and access to help bicyclists ride along the street and to help pedestrians – especially youth, elderly and individuals with disabilities or mobility challenges – walk along or cross the street. More activity and eyes on the street will help improve personal security as well.

Develop and Refine Design Alternatives

The consultant will refine and complete products from the charrette. Approximately 2 to 3 months following the charrette, the consultant and CivicWell will review the public input,

recommendations and plan concepts with the City, key agency staff and the advisory group. A community workshop and online survey on the full draft concepts as described under Task 3 will follow. Feedback will guide development of final design concepts for Main Street and a coordinated transportation and land use strategy connecting the Historic District, River Road commercial development and Sacramento River waterfront.

Develop Implementation Plan

The consultant, working closely with the City, CivicWell and local stakeholders, will prepare an implementation plan that identifies policy and regulatory changes and improvement projects, phasing/timing, cost estimates, and available funding sources. The plan will also identify steps for securing additional funds necessary for implementation. It will include local, regional, state, and federal sources, and cover a variety of types including transportation infrastructure and amenities, air quality, water quality, parks, health, economic development and climate adaptation. The funding list will include public and private sources and details on what each funding source can address such as capital improvements, feasibility analysis, environmental review, right-of-way acquisition, engineering design and construction documents, programs, maintenance and operations.

Prepare and Distribute Full Draft Plan

The consultant will incorporate the results of prior tasks to produce the full draft plan. CivicWell will prepare a section summarizing the public process and community input for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be released for review and comments by the public. The document will be made available for download from the project website. The City and CivicWell will consult with the advisory group to identify additional avenues for distribution (such as providing copies for review at the Library), access and submission of comments. The plan will include a summary of next steps towards implementation and will credit Caltrans on the title page.

Task Deliverables
<ul style="list-style-type: none">• Draft and final design concepts• Draft and final implementation plan with funding strategy• Full draft plan for administrative review• Full draft pan for public review• Draft final plan

Task 5: City Council Review and Approval

Final Plan Adoption

Based on input received on the draft plan, the consultant will prepare the final plan. The consultant and CivicWell will present the plan to the City Council for adoption. The consultant will make final adjustments, corrections and refinements, and submit the final document to the City. The City will submit an ADA accessible electronic copy of the final document to Caltrans. In the months that follow, the City will commence next steps, including support of short-term quick build improvements with activists, nonprofits, business and private property owners and preparation of proposals to fund engineering plans and construction as identified in the implementation plan contained in the final document.

Task Deliverables
<ul style="list-style-type: none">• City Council agenda and staff report• Final plan• Meeting minutes with City Council approval

Budget Breakdown

Task		Contract Total	CivicWell	Consultant
01	Project Administration	\$6,276	\$6,276	\$0
02	Consultant Procurement and Contracting	\$8,160	\$6,360	\$1,800
1	Community Outreach	\$24,740	\$15,780	\$8,960
2	Existing Conditions	\$32,686	\$1,726	\$30,960
3	Community Engagement/Design Concepts	\$49,822	\$23,102	\$26,720
4	Plan Development	\$76,620	\$7,260	\$69,360
5	Final Plan and Council Approval	\$14,484	\$2,724	\$11,760
Totals		\$212,788	\$63,228	\$149,560

City of Isleton

TO:

City Council

FROM:

Charles Bergson, City Manager

SUBJECT:

General Plan Housing Element Implementation of Interim General Plan Interim Review Policy 1-23

DATE: January 10, 2023

ITEM: 7.B

OLD BUSINESS

MEETING DATE: January 10, 2022

BACKGROUND: The Planning Commission and City Council approved/adopted the 6th Cycle, 2021-29 Housing Element, in October, 2022. This document was then submitted to the California Department of Housing and Community Development (HCD) for final certification. On December 5, 2022, HCD notified the City via email that they would certify the Housing Element with a change to Action H-2.2 which requires ministerial review of housing projects located on target vacant land in the City (refer to the attached email correspondence and letter from HCD-Attachments 2 and 3). The Housing Element documents (Policy and Background Reports) have been updated to incorporate this added Action (refer to <https://cityofisleton.com/departments/planning-department/>).

The Zoning Code currently requires site plan review for all development in the City, except for single family home development to be approved by the Planning Commission discretionarily to ensure it is attractive and compatible with the neighborhood. Also, Architectural Review is required for all development in the City for similar reasons. Action H-2.2 exempts this public review and limits staff's ability to approve projects on two low income target parcels. To ensure that development on these parcels meets the intent of site plan and architectural review of the Zoning Code the City needs some interim design standards.

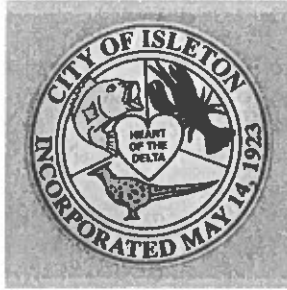
NEW INTERIM PLANNING REVIEW POLICY: Action H-2.2, as amended by HCD limits development review on two parcels consisting of approximately 2.2 vacant acres in the City for contemplated development of 49 affordable housing units to staff review for compliance with minimum objective development standards of the Zoning Code, such as maximum building height, building setbacks, and off-street parking. In keeping with the intent of Chapter 1501 of the Zoning Code, regarding Site Plan Review, City Policy 01-23 has been drafted for Planning Commission and City Council approval. This policy includes certain objective design standards to these parcels (to be implemented by staff as ministerial review of building permits) in the event the City receives a development applications affordable housing projects-defined as having a minimum 20% of the units reserved for lower income households (see Attachment 1).

APPROVAL OF INTERIM PLANNING REVIEW POLICY: The City Council should review draft Interim General Plan Interim Review Policy 1-23 and approve it. Staff anticipates that the Zoning Code will be updated in 2023-24 to provide permanent design standards for these types of projects

Attachments:

1. General Plan Implementation Policy 01-23, City Policy for Interim Ministerial Review of Certain Housing Development Project in Compliance with Housing Element
2. Email from HCD
3. Letter from HCD

Attachment 1



General Plan Implementation Policy 01-23

City Policy for Interim Ministerial Review of Certain Housing Development Project in Compliance with Housing Element

BACKGROUND: Article 15 of the Zoning Code requires site plan approval by the Planning Commission and Article 17 requires architectural review by the Architectural Review Board of all development projects except for single family houses. As mandated by State Law and the California Department of Housing and Community Development, proposed development of lower income housing projects (minimum 20% of the housing units are reserved for lower income households) on the sites identified in Exhibit A, are exempt from site plan and architectural review and shall be ministerially approved by staff. This ministerial approval is subject only to staff review for compliance of minimum zoning code objective design standards, such as building height, building setbacks, and off-street parking (see Action H-2.2 of the Housing Element. This requirement applies to current practice until such time the Zoning Code is updated in 2023-24.

INTERIM OBJECTIVE DESIGN STANDARDS: To address concerns with appearance and compatibility concerns from future development on these target properties, the Planning Commission and City Council have approved the following objective design standards for these type of projects until the Zoning Code has been updated:

Interim Objective Design Standards for Multiple Family Housing Development on Assessor Parcels 157-040-005 and 157-040-074:

- A. Each multiple family development project developed shall comply with the City's Off-Street Parking requirements of Article 11, Off-Street Parking and Loading of the Zoning Code.
- B. Architectural site layout and development features should be adhered to as follows:
 1. Parking shall be provided behind buildings, in the rear of the site or accessed from alleys or screened from view of the public street.
 2. Front setback hardscape in the form of walkways, driveways or other

hardcover pavement shall not exceed twenty-five (25) percent.

3. Buildings shall be oriented to form interior courtyards and commons spaces.
4. Building architecture shall reflect the character of the neighborhood through the incorporation of key elements such as roof pitch, window types and style, siding, trim elements, similar color palate, etc. The following architectural features shall be adhered to for buildings fronting the street:

Building separation, changes in plane and height through building articulation elements including, but are not limited to:

- Balconies
- Porches
- Pitched roofs
- Overhanging roofs with gabled ends
- Building entries with covered porches
- Multi-pane, vertical bay windows
- Dormers
- Secondary hipped or gabled roofs (mansards are prohibited)
- Change in wall plane (pop outs, projections, etc.) for buildings that exceed twenty-four (24) feet in length.

Attachment 2

December 5, 2022, Email from HCD:

Thanks Gary. The red text highlighted in yellow text are suggested changes that basically says the City will follow the by right statute until the rezoning is complete. This allows us to find the City in full compliance because the rezoning deadline has passed. Let us know if you are ok with the suggested edits and if so, incorporate them into the final adopted element. We will then send the full compliance letter today.

From: Prasad, Hillary@HCD <Hillary.Prasad@hcd.ca.gov>
Sent: Monday, December 5, 2022 8:52 AM
To: Gary Price <gary@plannerprice.com>
Cc: McDougall, Paul@HCD <Paul.McDougall@hcd.ca.gov>; Yvonne Zepeda (yvonne.zepeda@cityofisleton.com) <yvonne.zepeda@cityofisleton.com>; Charles Bergson - City of Isleton (cbergson@cityofisleton.com) <cbergson@cityofisleton.com>; Ethan E. Mobley <ethan@dynamicplanning.co>; Brian Greer (brian@dynamicplanning.co) <brian@dynamicplanning.co>
Subject: RE: City of Isleton Housing Element Update

Hi Gary,

The excerpt below is a change to the 5th bullet point in the following program (we are suggesting language the change highlighted in yellow):

• **Action-H-2.2 Zoning Code Amendments.** Make the following zoning code amendments to maintain internal consistency and comply with State law requirements for housing:

Rezoned and in the interim shall allow development by right, pursuant to Cal. Gov. Code § 65583.2(c), when 20 percent or more of the units are affordable to lower income housing on sites identified in Appendix A of the Housing Element Background Report to accommodate the lower income RHNA that was previously identified in past housing element. This allowance may also be an overlay on the specific sites identified in the Housing Element Site Inventory.

Thank you,



Hillary Prasad

Specialist, Housing Policy Division
Housing and Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833
Phone: 916.776.7545

Attachment 3

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 5, 2022

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

Dear Charles Bergson:

RE: City of Isleton's 6th Cycle (2021-2029) Adopted Housing Element

Thank you for submitting the City of Isleton (City) housing element that was adopted September 27, 2022, along with technical modifications authorized by Resolution No. 29-22 and received for review on October 6, 2022. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

HCD is pleased to find the adopted housing element in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code). The adopted element addresses the statutory requirements described in HCD's December 7, 2021 review.

Additionally, the City must continue timely and effective implementation of all programs including but not limited to the following:

- *Program H-2.2 (Zoning Code Amendments)*: This program commits the City, by 2023, to make revisions to the City's zoning code including, but not limited to, to allow previously identified sites by-right when 20 percent or more of the units are affordable, remove the conditional use permit for group homes with seven or more residents, and revise definitions of transitional and supportive housing.
- *Program H-2.6 (Update Fee Schedule)*: This program commits to study and create a new fee schedule by 2025.
- *Program H-3.8 (Adopt ADU Ordinance)*: This program commits the City to adopt an accessory dwelling unit ordinance to comply with state law by 2023.
- *Program H-3.3 (Regional Fair Housing, Mobility Enhancement, and Place-Based Access)*: This program commits the City to taking actions to affirmatively further fair housing including, among other actions, distributing educational materials, encourage multifamily development, and invest in infrastructure improvements throughout the City, beginning in 2023.

Charles Bergson, City Manager
Page 2

The City must monitor and report on the results of this and other programs through the annual progress report, required pursuant to Government Code section 65400. Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

In addition, HCD notes the technical modifications authorized by Resolution No. 29-22. HCD reminds the City that a copy of the updated adopted housing element including these modifications should be posted wherever the housing element is available to the public. HCD requests notification upon posting.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City now meets housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the dedication of the housing element team provided throughout the course of the housing element review. HCD wishes the City success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to Government Code section 65400. If HCD can provide assistance in implementing the housing element, please contact Hillary Prasad, of our staff, at Hillary.Prasad@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager

City of Isleton

City Council Staff Report

DATE: January 10, 2023

ITEM#: 8.A

CATEGORY: New Business

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION (LAFCo) SELECTION.

SUBJECT:

Based on the City Selection Committee rotation schedule, the City of Isleton is scheduled to fill the rotating LAFCo City Commission seat. The term commences January 1, 2023 through December 31, 2024. The City seat on LAFCo is filled by the City Mayor or a City Councilmember, chosen by the Mayor and/or City Council.

DISCUSSION

The City Selection Committee, comprised of Mayors from each City within Sacramento County, except the City of Sacramento, makes appointments to the Sacramento Local Agency Formation Commission (LAFCo). The City Selection Committee appoints the LAFCo City Commissioner and Alternate City Commissioner that represent the cities in Sacramento County on a rotational basis. The City's term of office on LAFCo is for a period of four years.

Local Agency Formation Commission are required for every County. Their purpose, is to oversee the formation of local government agencies, to preserve agricultural and open space, and discourage urban sprawl.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that City Council appoint one Councilmember and alternate to the Local Agency Formation Commission.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda ____

Reviewed by: City Manager, Charles Bergson 

City of Isleton

DATE: January 10, 2023

Special City Council

ITEM#: 8.B

Staff Report

CATEGORY: New Business

CRIMINAL JUSTICE CABINET FULL COMMITTEE MEMBERS AND DESIGNEES

SUBJECT

The Criminal Justice Cabinet is located in Sacramento County. This is the 2022 Criminal Justice Cabinet.

SUMMARY

The City should appoint one designee and appoint one alternate to the Criminal Justice Cabinet. The Committee involves many public and private stakeholder agencies and works together to address crime and public safety in the community. This system include city, county and other law enforcement agencies, prosecution, defense, court, corrections, coroner, human assistance, public health, mental health, alcohol/drug and other groups who respond to adult crime and juvenile delinquency. Each agency make the most cost-effective use of allocated resources.

FISCAL IMPACT

There is no fiscal impact with this action.

RECOMMENDATION

It is recommended that City Council appoint one member and one alternate designee to the Criminal Justice Cabinet Committee.

ATTACHMENTS

- Criminal Justice Cabinet Full Committee Members and Designees.

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk _____



CRIMINAL JUSTICE CABINET

2023 Meeting Calendar

All Meetings Held the 2nd Thursday of the Month, 8:30 a.m. to 10:00 a.m.

***Full Committee** meetings will be **Remote Only** Participation

Join Zoom Meeting Here: [https://saccounty-](https://saccounty-net.zoomgov.com/j/1609580035?pwd=SVBiUml1d2lYaXNWS2RscjBHZTBZRz09)

[net.zoomgov.com/j/1609580035?pwd=SVBiUml1d2lYaXNWS2RscjBHZTBZRz09](https://saccounty-net.zoomgov.com/j/1609580035?pwd=SVBiUml1d2lYaXNWS2RscjBHZTBZRz09)

Executive Committee meetings will be **In-Person Only** at

Sacramento Superior Court

Gordon D. Schaber Courthouse

720 9th Street, Dept. 46, 6th floor

Meeting Date	Committee
January 12, 2023	Full Committee*
February 9, 2023	Executive Committee
March 9, 2023	Executive Committee
April 13, 2023	Full Committee*
May 11, 2023	Executive Committee
June 8, 2023	Executive Committee
July 13, 2023	Full Committee*
August 10, 2023	Executive Committee
September 14, 2023	Executive Committee
October 12, 2023	Full Committee*
November 9, 2023	Executive Committee
December 14, 2023	Executive Committee

City of Isleton

Special City Council Staff Report

DATE: January 10, 2023

ITEM#: 8.C

CATEGORY: New Business

SACRAMENTO AREA COUNCIL OF GOVERNMENTS PRESENTATION

SUBJECT

Background on SACOG

The Sacramento Area Council of Governments is where local government leaders across the region come together to advance the goals of economic prosperity, connected communities, and vibrant places. SACOG works with the 6 counties and 22 cities in the region to solve challenges that are too big for any one jurisdiction to solve on its own. SACOG plays a central role in transportation infrastructure planning and funding assistance for cities, counties, transit operators, and other entities responsible for providing for the mobility needs of the region's residents. One of SACOG's main roles as the state and federally recognized Metropolitan Planning Organization for the region, is to maintain the region's long range, fiscally constrained, transportation plan and accompanying land use strategy. This plan must be updated every four years in coordination with local government agencies and demonstrate how the region is working to advance local, regional, state, and federal policy priorities. SACOG is currently undergoing an update of this plan, titled Blueprint, and anticipates adoption of the plan in 2024.

SUMMARY

Background on Blueprint

The 2024 Blueprint will outline recommendations for public land use policy and transportation investment strategies for the Sacramento region for the next 30 years. This plan will lay out a set of strategies for an integrated, multimodal transportation system and a regional land use development pattern that can create a more thriving region that works for all residents. The plan aims to connect housing to jobs, education, goods and services, and recreational opportunities while protecting and enhancing our region's natural and working landscapes.

Aside from this plan being a federal and state requirement, SACOG will use the 2024 Blueprint update to help local agencies coordinate and prioritize efforts to attract greater investment in the region through grants, private investment, and economic growth while protecting our region's natural environment, existing economies, and improving quality of life for all residents.

At the Isleton City Council meeting, James Coreless will provide a short presentation and answer any council questions on the 2024 Blueprint. The presentation will highlight how a Triple Bottom Line approach that strives to advance coequal goals in equity, economy, and environment is imperative to prepare the region to meet the complex growth and mobility

challenges we all face in the coming decades. The presentation will also provide an overview of the opportunities SACOG is creating to allow for public and stakeholder involvement in the regional planning process and a glimpse into the many programs SACOG has available or is developing to support public agencies in the implementation of the region's vision for the future.

RECOMMENDATION

To receive Sacramento Area Council of Governments Presentation.

ATTACHMENTS

-

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk _____

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BLUEPRINT

2022 Youth Leadership Academy



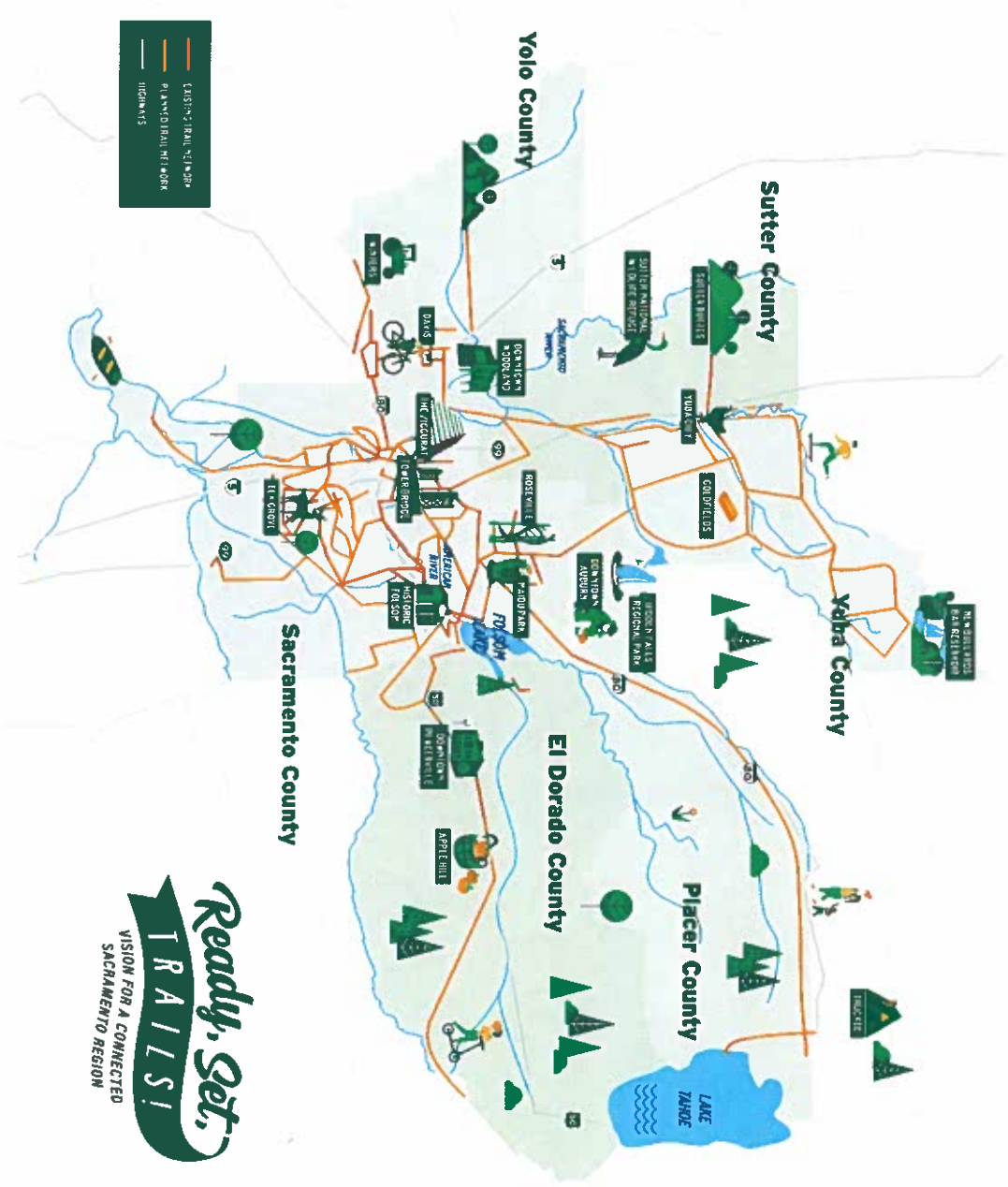


Our Path
FORWARD:
The Prosperity Strategy

A BRIDGE TO ACTION FOR
INCLUSIVE ECONOMIC
RECOVERY & GROWTH

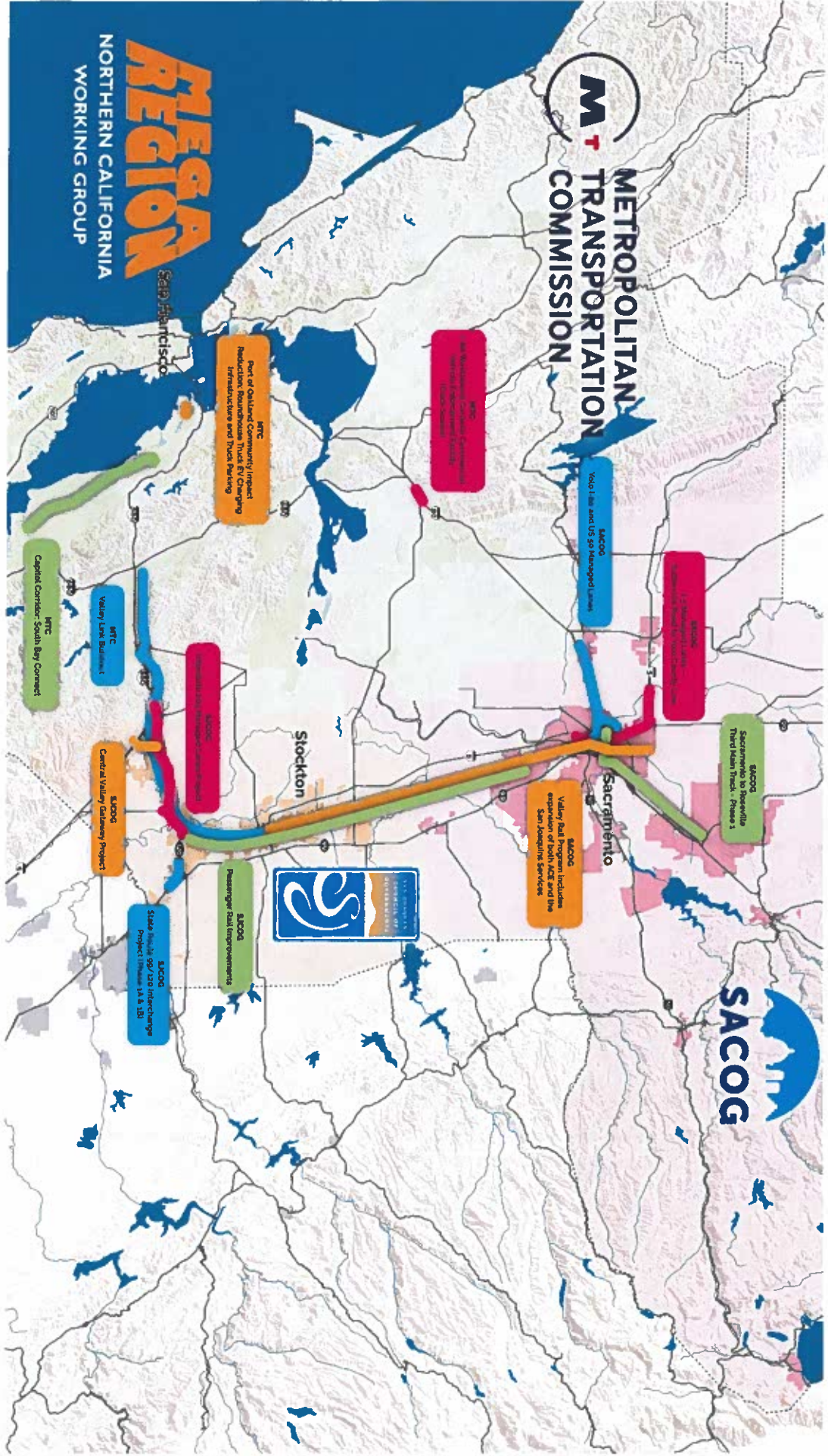


2020



EXISTING TRAIL NETWORK
 PLANNED TRAIL NETWORK
 HIGHWAYS

Ready, Set, TRAILS!
 VISION FOR A CONNECTED SACRAMENTO REGION



METROPOLITAN TRANSPORTATION COMMISSION

REGION
NORTHERN CALIFORNIA
WORKING GROUP

IACOG
Volo Lake and US 99 Managed Lanes

IACOG
I-5 Managed Lanes - Truck Lanes

SACOG
Sacramento-Sutterville Third Main Street - Phase 1

SACOG
Valley Rail includes expansion of both ACE and the San Joaquin Services

MTC
Part of Oakland Community Impact Reduction, Routebus, Truck EV Charging Infrastructure and Truck Parking

SACOG
Sacramento-Sutterville Third Main Street - Phase 2



SACOG
Pleasanton Rail Improvements

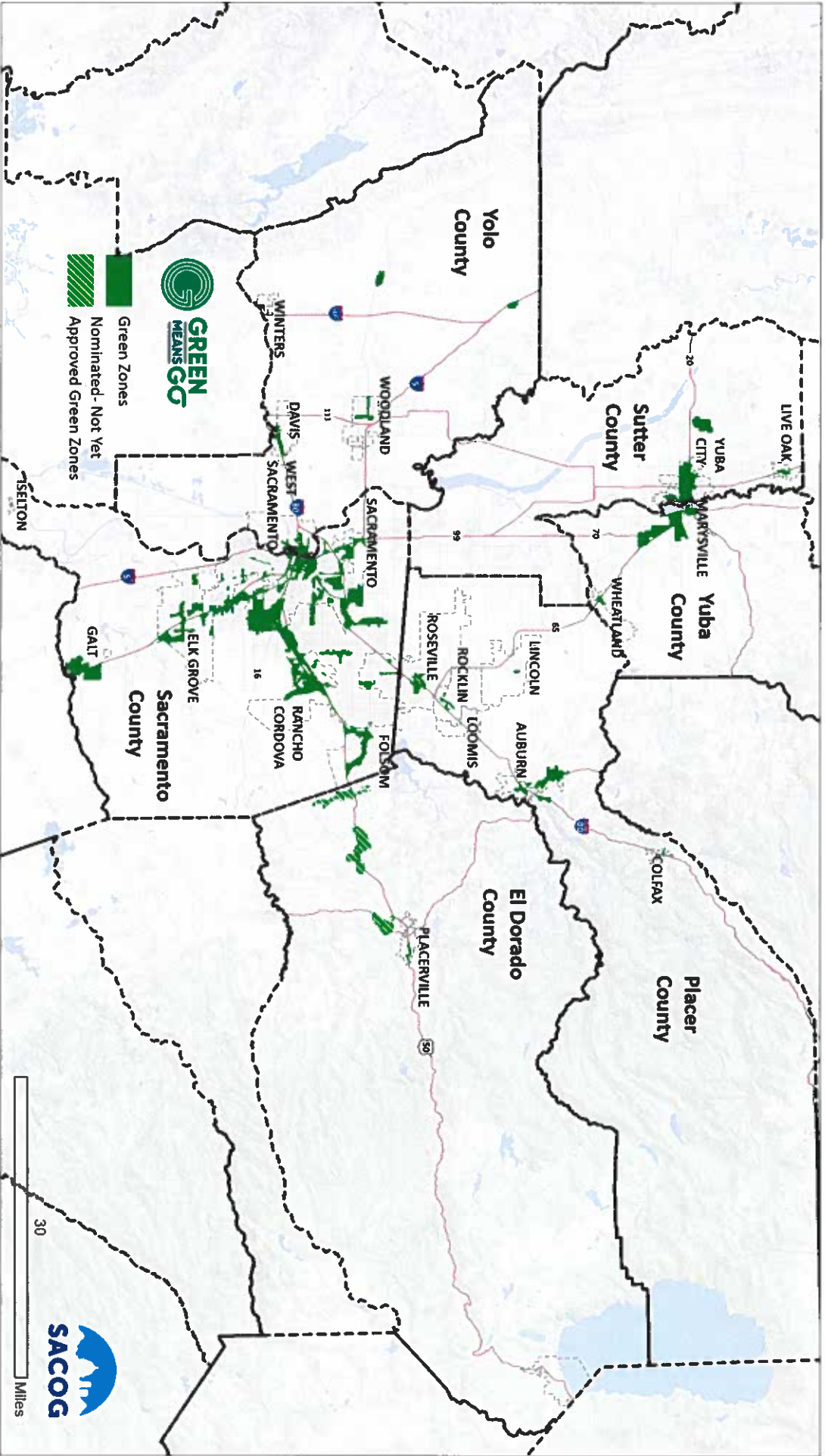
SACOG
State Route 99/120 Interchange Project (Issues 1A & 1B)

MTC
Valley Link Bulwark

SACOG
Central Valley Gateway Project

MTC
Capitol Corridor - South Bay Connect





Sacramento Area Council of Governments
Racial Equity Statement of Change and Commitment
 Adopted February 17, 2022

The Sacramento Area Council of Governments (SACOG) acknowledges that residents in the greater six-county Sacramento region face significant inequities, resulting in disparities that exist by race and ethnicity, by income, and by urban and rural communities. In order to build a thriving and equitable Sacramento region, SACOG is committed to addressing these inequities and disparities in all forms. This statement is intended to advance racial equity in the Sacramento region.

WORKING DRAFT

RACIAL EQUITY ACTION PLAN



ENGAGE EMPOWER IMPLEMENT



Timing

2022

2023

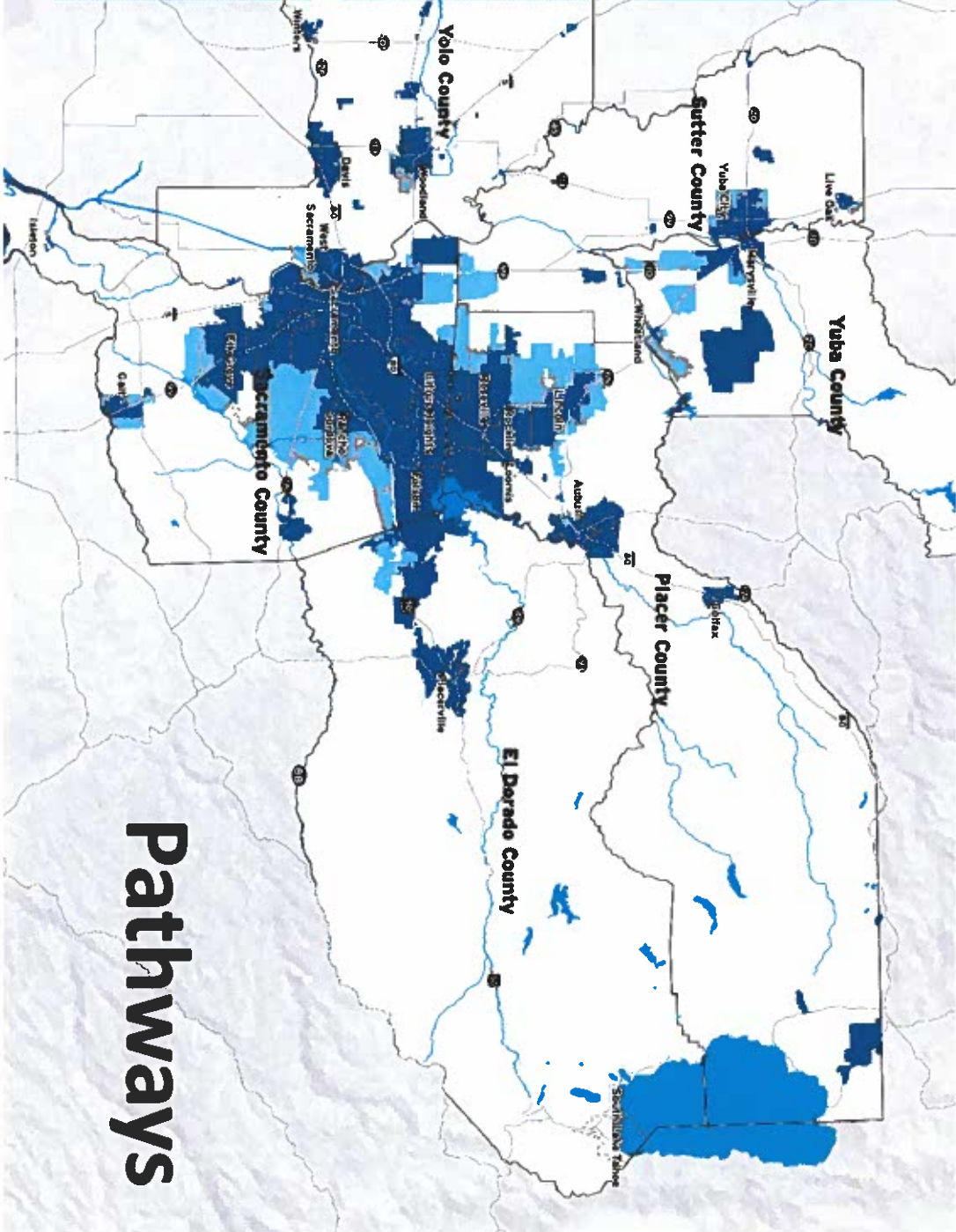
2024

- **Education & Outreach** **Adoption**
- **Three Pathways**
- **Elected Info Sessions**
- **Preferred Pathway**

Outreach and Engagement



HOUSING GROWTH IN EXISTING COMMUNITIES



Future Pathways



Transportation



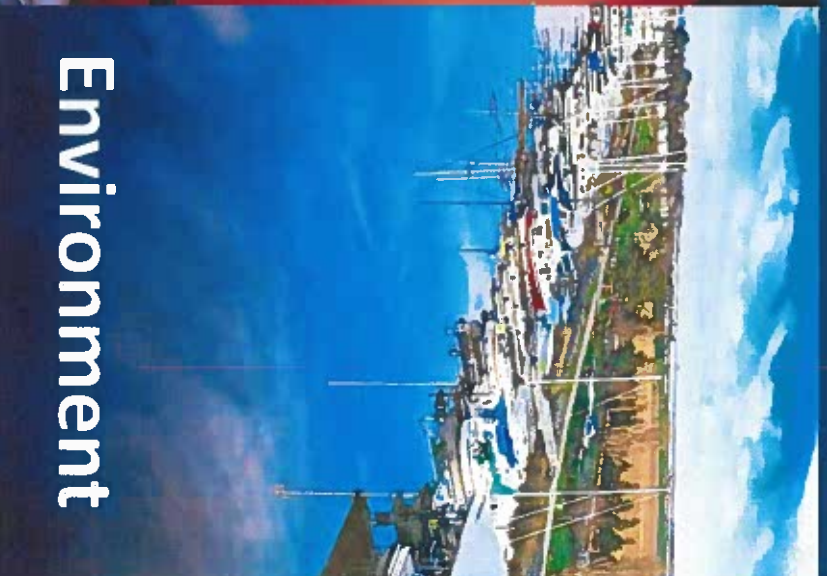
Triple Bottom Line Framework



Equity



Economy

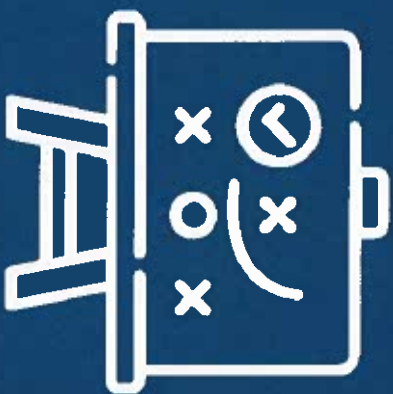


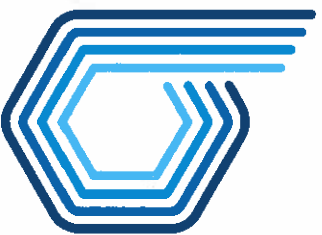
Environment

Balancing Needs



Regional Planning

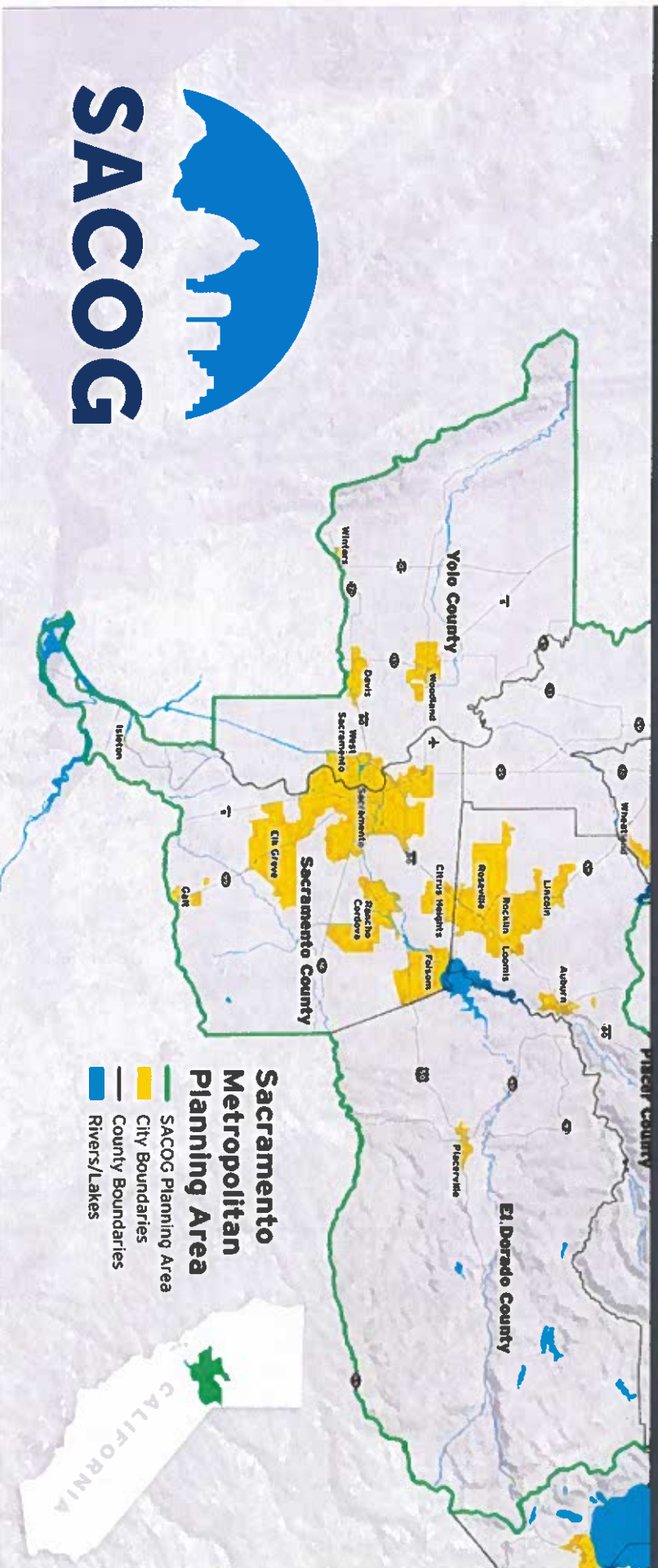




BLUEPRINT

METROPOLITAN TRANSPORTATION PLAN
SUSTAINABLE COMMUNITIES STRATEGY

Sacramento Area Council of Governments



SACOG



BLUEPRINT

**The Big Picture:
Long Range Regional Planning**

Winter 2023

City of Isleton

City Council Staff Report

DATE: January 10, 2022

ITEM#: 8.D

CATEGORY: New Business

SEWER RATE STUDY; DIRECTION TO PROCEED

SUMMARY

The last adjustment of City sewer rates was in 2012 per Resolution 2012-03 (attached). Staff is advising the City Council authorize a sewer rate study.

DISCUSSION

Over the past ten years the City's costs for labor, supplies, energy, and equipment for the Wastewater Treatment Plant (WWTP) have risen. The Bureau of Labor Statistics indicates that cost of over this time period are up 31.3%. Of note is the age and deterioration of the WWTP and its associated excessive repairs and operational costs. The Plant is of 1970s design and generates extra maintenance costs of in the range from \$50,000 to \$100,000 annually. (The City is currently undertaking a repair bill of \$40,000 for replacement of the intake grinder, repairs to the remote alarm system at a cost of over \$6,000, and repairs to the sewer pond roads of approximately \$12,000.)

The City is about to complete a planning study for the Isleton Wastewater Treatment System Improvement Project pursuant to a half million dollar grant from the California Water Board. This study will lead to a capital facility improvement project to the WWTP along with a multimillion dollar grant similarly funded by the State. As part of the improvement funding, the State will review the current financial operations of the Plant and require a current rate study. The absence of the study for over a decade will be an unfavorable reflection on the Plant financials.

It is also noted that the City is operating the plant under a Water Quality Control Board Notice of Violation. The Board, as a practice, leaves NOVs in place without relief to ensure that agencies progress on studies and subsequent improvement projects to old and potentially hazardous sewer plants.

In the interest of addressing the higher sewer plant operations and expenses and in anticipation of State requirements for the Plant Upgrades, Staff recommends proceeding with issuing a request for proposals for a Study of the City of Isleton Sewer Rates.

A scope of work from a sample solicitation is attached for information. With Council direction, Staff will issue a solicitation for a professional engineering firm that conducts such studies and return to Council for selection.

FISCAL IMPACT

There is no fiscal impact associated with this action. The actual study is expected to cost in the range from \$50,000 to \$75,000. It is anticipated that a grant from the United States Department of Agriculture (USDA) will fund this study.

RECOMMENDATION

It is recommended that the City Council give direction to proceed on a Sewer Rate Study

ATTACHMENTS

A. Resolution No. 2012-03

B. Scope of Work from Request for Proposal for Sewer Rate Study

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



RESOLUTION NO. 2012-03

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ISLETON INCREASING SEWER RATES**

WHEREAS, the City of Isleton has individually notified each of the individuals whose property is connected to the City Sewer System of the January 11, 2012 public hearing to consider an increase in sewer rates;

WHEREAS, said notice was provided in accordance with applicable law including Proposition 218;

WHEREAS, said hearing was duly held, and conducted at a regular City Council meeting on January 11, 2012, at a continued meeting on January 17, 2012 and at a continued; and at a continued meeting on February 15, 2012;

NOW, THEREFORE, the City Council of the City of Isleton does hereby find and resolve as follows:

Section 1: The City Council finds and declares that that written ballots (or letters) received by rate payers in opposition to an increase numbered less than five percent of the total number of sewer rate payers in response to sending individual hearing notices to each rate payers as required by Proposition 218.

Section 2: The City Council hereby approves raising the Isleton sewer rates to the following amounts:

Category	Rate
Single-Family (in city)	\$72.00
Single-Family (outside)	\$79.00
Multi-family (in city)	\$58.00
Multi-family (outside)	\$64.00
Commercial (in city)	\$72.00 x multiplier
Commercial (in city)	\$79.00 x multiplier.

This resolution shall supersede all prior resolutions and ordinances concerning sewer rates to the extent it is inconsistent therewith.

PASSED AND ADOPTED, this 15th day of February, 2012 by the following vote to wit:

AYES:	Councilmember's:	Bulahan, Jankovitz, Samano, Villones Mayor Bettencourt
NOES:	Councilmember's:	None
ABSENT:	Councilmember's:	None
ABSTAIN:	Councilmember's:	None

Mark Bettencourt, Mayor

ATTEST:

APPROVED AS TO FORM:

Sandra Rutledge, City Clerk

City Attorney

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL FOR

SEWER RATE STUDY

December 2022

IMPORTANT DATES

RFP ISSUED	
REQUEST FOR INFORMATION DEADLINE: 12:00 PM	
RELEASE OF INFORMATION REQUESTED	
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 4:30 PM	
AWARD DATE	
APPROXIMATE START DATE	

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SCOPE OF SERVICES FOR SEWER RATE STUDY

1. Overview

The City of Isleton (City) is comprised of an area of approximately .49 square miles in Sacramento County (County), California. It is a rural community located in southwestern Sacramento county with a racially and ethnically diverse population. The City is located off of Highway 160 between Walnut Grove and Rio Vista. It is a residential, industrial, and commercial city in the heart of the San Gabriel Valley within the Sacramento County of California. The wastewater collection facilities that serve the City are owned, maintained, and operated by the City Sewer Division under the City's Public Works Department.

The City's Public Works Department owns, operates, and maintains the City's wastewater collection system with approximately 130 miles of sewer main lines and 7 active lift stations. The City is a member city of one of the seventeen jurisdictions that are signatory to Joint Outfall Agreement that provides for a shared regional interconnected sewer conveyance and treatment system, also referred to as the Joint Outfall System (JOS). The system includes the main Joint Water Pollution Control Plant (JWPCP) and six satellite Water Reclamation Plants (WRPs), and over 1,230 miles of trunk sewers and 50 pumping plants that collect wastewater from the local sewers that are owned, operated, and maintained by its member cities and the County. The City's collection system conveys wastewater generated within the City to connections to the County sewer lines, and the collected wastewater flows are ultimately treated by the Whittier Narrows Water Reclamation Plant (WRP).

The City is requesting proposals from qualified firms to prepare a comprehensive wastewater (sewer) rate study. The purpose of this study is to prepare a cost of service study, validate the appropriate rate structure, and recommend rates for the City that generate adequate revenue to cover:

- Current and future operations and maintenance costs based on established and anticipated regulations and industry best management practices;
- Rate stabilization;
- Capital repair and replacement costs based on age and condition of infrastructure and systems;
- Major Capital Improvement project costs;
- An adequate reserve fund;
- Required debt coverage; and
- Necessary studies to maintain an efficient and resilient utility.

The study will analyze a 20-year period and develop a 5-Year Rate Structure that is in compliance with the California Proposition 218 requirements.

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2. Scope of Services

The following Scope of Services, as well as the entire RFP, will become part of the Agreement. The Scope of Services includes, but is not limited to, the tasks below, and any other tasks necessary to prepare a comprehensive Sewer Rate Study. The completeness of the consultant's proposed scope of services will be a consideration in selecting the firm to prepare the City's rate study. The proposer is encouraged to adjust the list of tasks below as necessary to provide the City with a complete rate study.

1. Review requirements, bond covenants, and other contractual requirements and operations of the sewer system.
2. Provide a comparison of current sewer system costs (operations, capital improvements, bonded debt) against appropriate industry benchmarks, and comparable municipal entities in Southern California.
3. Evaluate the existing sewer rate structures for conformance with existing statutory regulations and make recommendations for any changes that are necessary to achieve compliance that is equitable amongst all categories.
4. Identify the various direct costs included in the City's budget including billing and collection and make recommendations for any changes necessary to ensure those direct operational costs are properly aligned with the appropriate enterprise fund.
5. Evaluate the existing sewer connection fee and make recommendations for any changes for "buy-in" and new capacity or development fee to offset demand for future new service locations.
6. Recommend a baseline rate structure required to fund sewer system improvements and maintenance and consider annual inflationary, indexed adjustments to rates needed to maintain utility.
7. Any recommendations made must consider or make provision for the following factors:
 - a. Current and future cost of providing sewer services in conformance with established or anticipated changes to standards and regulations.
 - b. Age and condition of sewer systems and the need to fund long-term capital replacements.
 - c. Changes in various systems as proposed in the 2018 Wastewater Collections System Management Plan.
8. Develop an understanding of the 2018 Wastewater Collections System Management Plan and the 5-Year Capital Improvement Plan (CIP) impacts of those plans on future rates.
9. Develop an understanding of the costs and both the tangible and intangible benefits realized by operating the existing sewer systems and quantify the expected changes that will occur with implementation of the City's 5-year CIP plan.
10. Develop an understanding of the existing rate structure and the assumptions underlying the cost distribution to the various rate categories.

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11. Develop an understanding of the City's reserve policy and other financial policies, and ensure any recommendations for changes in rates meet the cash flow objectives of those policies.
12. Comment as to the extent to which the projected revenues meet projected operating and capital needs satisfy bond covenants and required and/or recommended reserve levels.
13. Assess existing customer service fee structure and identify other potential areas for service and system charges (plan reviews, sewer service shut-offs, etc.) and recommend changes, if appropriate. Assessment is to note any resulting increase in liability the City may incur as a result of assessing the fees.
14. Propose a methodology for annual inflationary adjustments in compliance with Proposition 218.
 - a. Include a reserve analysis in the financial models.
15. Demonstrate that costs from any proposed modifications are equitably distributed in proportion to the benefit received by the various classifications.
16. Provide justifications for any special classes of customers under the recommended rate structure.
17. Demonstrate that any alternative rate structure is easy to understand and administer and can be accommodated within the existing City's billing system.
18. Demonstrate that any proposed rate structure is in compliance with the rate covenants of the City's outstanding utility bonds.
19. Demonstrate that any proposed modifications to the rates and fees are in conformance with the City's other policy documents.
20. Modify the existing rate model or deliver a new spreadsheet model that reflects any changes to the rate structure accepted by the Council and provide training to staff in running "scenarios" that will allow staff to fully understand how the model operates and how the results of various future recommendations that may be proposed can be illustrated.
21. Provide a model that has a user friendly dashboard with interactive graphics that automatically produces a suite of reports and graphs as inputs are changed. The model will be the property of the City and may be used by the City for any purpose.
22. Conduct analyses as required to address the scope of services.
23. Conduct a detailed review of the existing sewer rates and status of the sewer funds, and develop a general familiarity with the City's billing system.
24. Meet or confer weekly with staff by zoom or similar platform.
25. Attend up to two (2) meetings with the City Council at a Council Meeting to present the study result if needed and obtain their input.
26. Coordinate up to two (2) community meetings to discuss proposed sewer rates. Consultant shall be prepared to present the study to the residents in a public format. Due to unavoidable, the community meetings may need to be conducted via web and/or telecom based.
27. Attend up to two (2) public hearings on the proposed sewer rates.
28. Supply a time schedule for developing the draft reports, draft final reports and final reports.

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29. Preliminary Report

- a. Provide preliminary financial model and proposed 5-Year Rate Structure with three (3) alternative options on the sewer rate structures.

30. Report: City shall confer with Consultant on content of the Final Report to meet Prop 2018 requirements. Consultant shall prepare a Draft and a Final Report which shall include but not limited to the following:

- a. Executive Summary- A narrative to summarize the scope of the study, consultant's findings and recommendations. The narrative should also include proposed sewer rates for the next five years starting with July 1, 2022;
- b. Introduction - A brief description of the organizational structure, population, service area, sewer system, including facilities, capacity, etc.;
- c. Methodology Used- A description of the methodology used for analyzing the sewer rates and how the study complies with Proposition 218 and other applicable laws;
- d. Overview of financial operations over the last 5 years and Current Financial Condition, including factors attributable to any rate covenant shortfall and corrective recommendations;
- e. A description of the capital improvement program, including State and Federal regulatory requirements, a 5 year summary of proposed capital expenditures, and a statement regarding the sufficiency of improvements to meet operating needs and regulatory requirements and reasonableness of the cost estimates.
- f. Ten Year Financial Plan- Comprehensive revenue and expense projection for the next 10 years and the basis for the growth projection.
- g. Proposed new rate structure that provides adequate revenues generated from rates, that is defensible and equitable across customer classes, and complies with Proposition 218 rate setting. The report shall describe the methodology for the determination of cost responsibility, which may be identified by reference to appropriate industry rate making principles, including guidance associated with designing and developing water rates and charges issued by industry principles recognized by public agencies providing public utility service.
- h. Proposed adjustment schedule using an inflationary formula that is clearly defined and does not exceed the cost of providing the service.
- i. Proposed rate schedule and rate projection that forecasts rates to 10 years and proposed typical bill if proposed rates are adopted.
- j. Provide comparison of proposed and current rates of other communities with similar systems.
- k. Assessment of the current rate structure's suitability for sustaining cost recovery based on customer demands.
- l. Discussion on the revenue sources and requirements as well as projections.
- m. Describe customer classes, describe historical and projected usage.
- n. Describe allocation of revenue requirements to various customer classifications, by system function, unity cost of service and cost components.
- o. Discuss adequacy of current rates and need for rate increase.
- p. Discuss proposed rates.
- q. Discuss the equity of recommended sewer rates for all types of property ownership.

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- r. The study shall include an assessment of the revenue stream generated by the recommended rates and their ability to continue to fully fund sewer system costs and statutory regulations and standards.
 - s. Assess existing customer service fee structure and identify other potential areas for service and system charges (plan reviews, sewer service shut-offs, etc.) and recommend changes, if appropriate. Assessment is to note any resulting increase in liability the City may incur as a result of assessing the fees.
 - t. Provide an easy-to-use electronic rate model for the City to use in future rate setting.
 - u. Submit electronic copy of the Draft and Final Report.
 - v. If needed, provide hard copy of the Draft Final Report prior to adoption.
 - w. Provide word as well as PDF format of the Draft and Final Report.
31. The consultant will provide guidance and advice to City staff to assure compliance with the Proposition 218 process as it applies to water and wastewater services. Provide the City with a written notice to the record owner on the proposed rate adjustment. Provide the City with a public outreach material that can be released in the City's newsletter. It is the intent of the City to complete and adopt, if at all, the Water and Sewer rates together at the conclusion of the Proposition 218 process at a public hearing.
32. Provide an easy-to-use electronic rate model for the City to use in future rate setting.

3. Services To Be Provided By The City

The services to be provided by the City include, but are not necessarily limited to the following:

- 1. Furnish all reasonably available records and information, including financial reports, budget, and past sewer rate assessments.
- 2. Provide a copy of the Wastewater Collection System Master Plan and current SSMP.
- 3. Provide information on the most recent Capital Improvement Project lists.

3. Project Duration

The anticipated duration to complete the projects outlined in this work plan is through **June 30, 2022**.

The City has budgeted approximately 20 hours per week adjusting staff's schedule, as needed, to accommodate project needs and to facilitate the ability to meet the Utilities goals.

4. Proposal Format

All proposals shall include the following information:

- 1. Cover Letter- A signature by a principal or officer having the authority to negotiate and contractually bind and extend the terms of the written proposals is required.

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