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# City of Isleton

## City Council Staff Report

DATE: January 30, 2023

ITEM#: 4.A

CATEGORY: Communication

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### COMMUNICATION

#### SUBJECT:

- A. Email from CalCities.
- B. Letter from California State Senate, Bill Dodd, Senator, Third District.
- C. Regionalsan-Letter of authorization LOA-011923 for disposal of hauled liquid waste to Sacramento Regional County Sanitation District.
- D. 2023 Training workshop, May 10, 11, & 12, 2023, Criminal Justice.
- E. Letter from Memoriesman.com owner, Mark Marymee.

### FISCAL IMPACT

There is no fiscal impact.

### RECOMMENDATION

City Council receive communication.

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

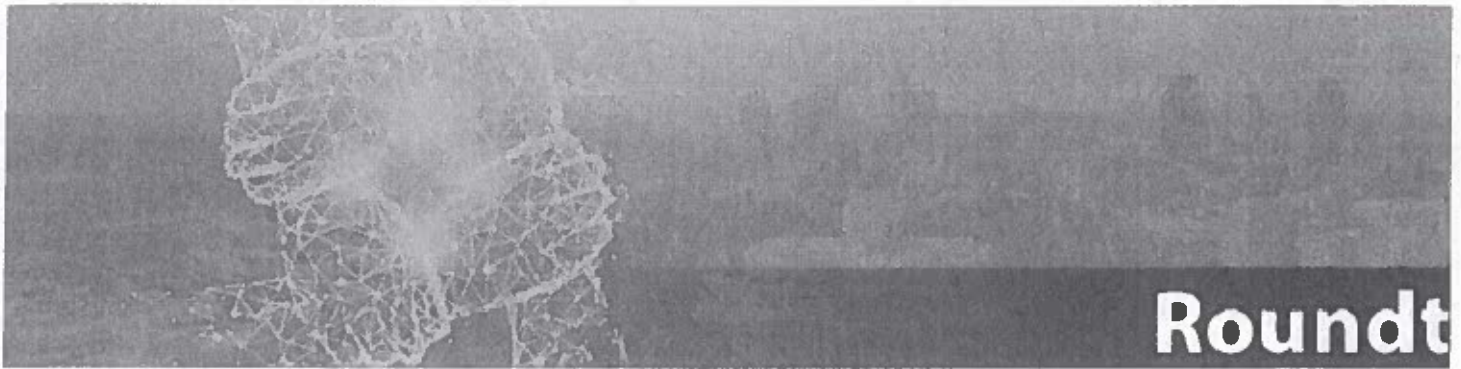
Reviewed by: City Manager, Charles Bergson 



**Yvonne Zepeda**

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**From:** Charles Anderson <canderson@calcities.org>  
**Sent:** Wednesday, January 25, 2023 3:53 PM  
**Subject:** Join Us! February 8 @12:00pm: Mayors & Council Members Roundtable  
**Attachments:** ATT00001.txt



Join us on **February 8 at 12 p.m.** for another Mayors and Council Members Roundtable! This is a great opportunity to discuss pressing issues and best practices with your elected peers. This is your conversation, so make sure you let us know what you would like to discuss! **Email discussion topic suggestions to [iblack@calcities.org](mailto:iblack@calcities.org) for future discussions!**

Discussion topics include:

- NMCMA Recap
- Council Meetings: Procedures & Best Practices
- Your City's 2023 Goals and Plans
- Additional Topics

Moderated by: Susannah Meyer, President, Mayors and Council Members Department, and Vice Mayor, Brentwood

Register: [https://us06web.zoom.us/meeting/register/tZEkde6upzkjH9M41\\_AUAM0vw0cuUypLGnWk](https://us06web.zoom.us/meeting/register/tZEkde6upzkjH9M41_AUAM0vw0cuUypLGnWk)

Roundtable Discussions are available as an exclusive member benefit and are open to Cal Cities member cities only. Discussions are member driven and will not be recorded. For more information on Roundtable Discussions, please email Meghan McKelvey at [mmckelvey@calcities.org](mailto:mmckelvey@calcities.org). For questions specific to registration, please contact Cal Cities Registrar, Megan Dunn at [mdunn@calcities.org](mailto:mdunn@calcities.org).

## Yvonne Zepeda

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**From:** Charles Anderson <canderson@calcities.org>  
**Sent:** Wednesday, January 25, 2023 4:02 PM  
**To:** Undisclosed recipients:  
**Subject:** SAVE THE DATES: 2023 Sacramento Valley Division Membership Meetings

Good afternoon Sacramento Valley Division Members,

Please mark your calendars and save the dates.

Our first membership meeting of 2023 will be held on Friday, March 31 from 1:00-3:30 p.m. in Colusa at their historic Odd Fellows Building. In addition, for those interested, the city is planning a historic walking tour of their charming city. More details and a program to come.

Other Sacramento Valley Division Membership Meeting dates for your calendar:

Friday, May 19, Redding  
Friday July 21, Lincoln  
Wednesday, September 20, Sacramento

Charles

### Charles Anderson

Regional Public Affairs Manager, Sacramento Valley Division  
League of California Cities  
Cell: 916-798-2231  
[canderson@calcities.org](mailto:canderson@calcities.org) | [www.calcities.org](http://www.calcities.org)



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through Advocacy and Education

[Twitter](#) | [Facebook](#) | [YouTube](#) | [LinkedIn](#)

# California State Senate

STATE CAPITOL, ROOM 4032  
SACRAMENTO, CA 95814  
TEL (916) 651-4003  
FAX (916) 651-4903

## BILL DODD

SENATOR, THIRD DISTRICT



COMMITTEES  
BUSINESS, PROFESSIONS  
& ECONOMIC DEVELOPMENT  
ENERGY, UTILITIES  
& COMMUNICATION  
INSURANCE  
TRANSPORTATION  
JOINT COMMITTEE  
EMERGENCY MANAGEMENT  
SELECT COMMITTEE  
CALIFORNIA'S WINE INDUSTRY  
CO-CHAIR

CHAIR: SENATE GOVERNMENTAL ORGANIZATION COMMITTEE

January 2, 2023

City Clerk Yvonne Zepeda  
City Clerk, City of Isleton  
101 2nd Street  
Isleton, CA 95641

Dear Yvonne,

As we embark on this New Year, I want to commend you for your tireless service to our community and shared constituents. Having served in local office for 14 years before being elected to the Legislature, I am keenly aware how hard you work and how important your what you do is for the people we serve. I also know that it is not simple or easy serving in local government – it takes incredible time and perseverance. From fires to floods, pandemics to recessions, we have faced additional challenges. I am sure this year will present new trials to overcome, but I am heartened by the devoted work of those in local governments and the difference you make. And I am sure that for every tribulation, we will have new opportunities to make positive change.

This marks my ninth year serving you in the California State Legislature. Representing our wonderful district is truly a tremendous honor. In 2022, we were able to make some real progress in key areas, including wildfire prevention, building on California's environmental leadership, and investing in education. However, there is much that we have to do on homelessness, housing, the budget deficit and more. I remain completely committed to partnering with local governments and serving as an effective advocate for our communities in the Capitol.

If you need support dealing with a state agency, have a constituent in need of state resources, or have input on state policy, I want to be as helpful and accessible as possible. If you ever need any assistance, please feel free to email me at [bill.dodd@sen.ca.gov](mailto:bill.dodd@sen.ca.gov) or contact one of my offices.

Thanks again for your efforts every single day to better the lives of the people we serve. I am looking forward to collaborating with you this year, and I wish you a productive and prosperous 2023. Together, there is so much we can and will accomplish.

Sincerely,

A handwritten signature in blue ink that reads "Bill Dodd".

BILL DODD  
Senator, District 3

VACAVILLE OFFICE: 555 MASON STREET, SUITE 275, VACAVILLE, CA 95688 • TEL (707) 454-3808 FAX (707) 454-3811  
NAPA OFFICE: 2721 NAPA VALLEY CORPORATE DRIVE, NAPA, CA 94558 • TEL (707) 224-1990 FAX (707) 224-1992  
VALLEJO OFFICE: 420 VIRGINIA STREET, SUITE 1-C, VALLEJO, CA 94590 • TEL (707) 551-2389 FAX (707) 551-2390  
SONOMA COUNTY OFFICE: 50 D STREET, SUITE 300, SANTA ROSA, CA 95404 • TEL (707) 576-2093 FAX (707) 576-2095







# REGIONALSAN

TAKING THE WASTE OUT OF WATER

Sacramento Regional County Sanitation District

*City Clerk*  
**RECEIVED**

JAN 19 2023

January 19, 2023

#### Main Office

10060 Goethe Road  
Sacramento, CA 95827 3553  
Tel: 916.876.6000  
Fax: 916.876.6160

Chuck Bergson  
City of Isleton  
101 2<sup>nd</sup> Street  
Isleton, CA 95641

#### Treatment Plant

8521 Laguna Station Road  
Elk Grove, CA 95758 9550  
Tel: 916.875.9000  
Fax: 916.875.9068

**SUBJECT: LETTER OF AUTHORIZATION LOA-011923 FOR DISPOSAL OF HAULED LIQUID WASTE TO THE SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (REGIONAL SAN)**

By copy of this letter, Regional San authorizes the disposal of liquid waste as described in emails on January 18, 2023. This authorization is effective from January 19, 2023 to February 1, 2023

#### Board of Directors

##### Representing:

County of Sacramento  
County of Yolo  
City of Citrus Heights  
City of Elk Grove  
City of Folsom  
City of Rancho Cordova  
City of Sacramento  
City of West Sacramento

The disposal of waste is subject to the following conditions:

1. The hauled liquid waste is restricted to approximately 200,000 gallons of diluted wastewater from detention ponds at the City of Isleton Waste Water Treatment Facility in Isleton as described in email correspondence received January 18, 2023.
2. Waste must be discharged to the following Regional San liquid waste disposal site:
  - Sacramento Regional Wastewater Treatment Plant (SRWTP), 8521 Laguna Station, Elk Grove (map attached)
3. Waste must be discharged by Asta Construction Company. A copy of this letter must be present on each truck while at SRWTP, and a completed Regional San Liquid Waste Discharge Manifest form (attached) citing the waste source of the load must be submitted to the guard at the time of each discharge.
4. The pH of the wastewater discharged to the sewer must be 5 or greater and less than 12.5.
5. Unless authorized otherwise, a dumping hose must be used during all disposal of waste. A dumping hose must be carried on the vehicle at all times.
6. Any spills at the sites must be reported immediately to the Regional San disposal site guard and to the Wastewater Source Control Section at (916) 875-6470. After hours, weekends, and holidays contact the Country Central Operator at (916) 875-5000. If direct contact is not made, a message should always be left indicating date and time of occurrence and circumstances regarding the spill or incident.

Christoph Dobson

District Engineer

Glenn Bielefelt

Mike Huot

Matthew Doyle

Masiku Tapa Banda

Director of Finance

Nicole Coleman

Director of Communications

[www.regionalsan.com](http://www.regionalsan.com)

Sacramento Regional County Sanitation District

# Liquid Waste Discharge Manifest

Hauler Company Name: **Asta Construction Company**  
 Vehicle License:        
 Driver's First and Last Name:

Pick-up Information for Septic Tanks, Grease Interceptors, Other Waste Types  
 Enter business name, if a residence, enter first and last name of resident or person who hired you.

Name	C	i	t	y	o	f	I	s	l	e	t	o	n	W	M	T	F	Pump Date (MMDD)
Address	H	S	t	r	e	e	t											
City	I	s	l	e	t	o	n											
Name																		
Address																		
City																		
Name																		
Address																		
City																		
Name																		
Address																		
City																		

• A completed manifest must be submitted to the guard prior to each discharge • This is a legal document; every item must be filled out • You are responsible for checking for completeness • Incomplete manifests will be returned for completion and may result in issuance of a Notice of Violation •

Waste Type	Portable Toilet and Toilet/Sink Holding Tank Gallons	Gallons Picked Up
<input type="checkbox"/> Residential Septic Tank <input type="checkbox"/> Commercial Septic Tank <input type="checkbox"/> Kitchen Grease <input checked="" type="checkbox"/> Other (explain below)* Detention Pond Water	<input type="text"/> , <input type="text"/>	<input type="text"/> , <input type="text"/>
<input type="checkbox"/> Residential Septic Tank <input type="checkbox"/> Commercial Septic Tank <input type="checkbox"/> Kitchen Grease <input type="checkbox"/> Other (explain below)*	<input type="text"/> , <input type="text"/>	<input type="text"/> , <input type="text"/>
<input type="checkbox"/> Residential Septic Tank <input type="checkbox"/> Commercial Septic Tank <input type="checkbox"/> Kitchen Grease <input type="checkbox"/> Other (explain below)*	<input type="text"/> , <input type="text"/>	<input type="text"/> , <input type="text"/>
<input type="checkbox"/> Residential Septic Tank <input type="checkbox"/> Commercial Septic Tank <input type="checkbox"/> Kitchen Grease <input type="checkbox"/> Other (explain below)*	<input type="text"/> , <input type="text"/>	<input type="text"/> , <input type="text"/>
<input type="checkbox"/> Residential Septic Tank <input type="checkbox"/> Commercial Septic Tank <input type="checkbox"/> Kitchen Grease <input type="checkbox"/> Other (explain below)*	<input type="text"/> , <input type="text"/>	<input type="text"/> , <input type="text"/>
<input type="checkbox"/> Residential Septic Tank <input type="checkbox"/> Commercial Septic Tank <input type="checkbox"/> Kitchen Grease <input type="checkbox"/> Other (explain below)*	<input type="text"/> , <input type="text"/>	<input type="text"/> , <input type="text"/>

\*Other waste types require pre-authorization by the Wastewater Source Control Section

GUARD USE ONLY	
<input type="text"/>	Hauler washed down pad and trough
<input type="text"/>	Security Officer activated sprays and middle wash down

I certify that all waste in this load has been declared, the information above is accurate, and I am discharging this waste in full compliance with my wastewater discharge permit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name:

(Signature Authorization Form must be on file with Regional San)





## 2023 TRAINING WORKSHOP MAY 10, 11 & 12, 2023

The BOARD OF DIRECTORS of the **CALIFORNIA CRIMINAL JUSTICE WARRANT SERVICES ASSOCIATION** invites you to attend our **2023 ANNUAL TRAINING WORKSHOP** scheduled for **May 10, 11, & 12, 2023**, to be held at:

### **Hilton Santa Barbara Beachfront Resort Hotel**

633 E. Cabrillo Blvd., Santa Barbara, CA 93103

Tel: (805) 564-4333

[www.hiltonsantabarbarabeachfrontresort.com](http://www.hiltonsantabarbarabeachfrontresort.com)

The hotel has provided the Association with a room rate of **\$177.00 single or double + 12.28% occupancy** + 4.25 Tourism + 8.75 State Tax + \$15 per night resort fee (reduced and includes basic internet in room). When making reservations, please advise them you are with CCJWSA. The hotel will also provide self parking for free and reduced valet parking rates of \$17.50 per day.

**HOTEL RESERVATIONS MUST BE MADE DIRECTLY WITH THE HOTEL at:**

<https://book.passkey.com/go/ccjwsaannualworkshop2023>

**or by calling the hotel directly at: 805-564-4333. RESERVATIONS MUST BE CONFIRMED BY APRIL 10, 2023 to guarantee special pricing.**

The Commission on Peace Officer Standards and Training (POST) has approved and sponsored this training workshop and its curriculum since 1995. Although there is **no financial reimbursement**, POST has approved up to 20 hours of credit in the past under the classification of "continued professional training."

The CCJWSA Board of Directors is looking forward to hosting a well-attended workshop and appreciates your participation. If you have any questions, please contact any Board member or visit our website at [www.ccjwsa.org](http://www.ccjwsa.org). For additional registration information, please call one of our board members listed on our website or email us at: [info@ccjwsa.org](mailto:info@ccjwsa.org).

Continued-Over



**CALIFORNIA CRIMINAL JUSTICE  
WARRANT SERVICES ASSOCIATION**  
PO Box 8237  
Woodland, CA 95776  
**OVER 60 YEARS OF SERVICE TO THE  
LAW ENFORCEMENT COMMUNITY**

***MEMBERSHIP APPLICATION***  
**2023 MEMBERSHIP DUES - \$100**

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone (24 hour law enforcement number): \_\_\_\_\_

FAX number: \_\_\_\_\_

**Two directories are INCLUDED IN YOUR MEMBERSHIP. Please complete the following contact information. Your directories will be mailed to the contact person upon receipt of your application and payment! TAX ID#80-0742682**

Agency/Division/Address (if different from above): \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Pay via Mastercard/Visa /American Express/Discover:**

Credit Card #: \_\_\_\_\_ Exp month/year: \_\_\_\_\_

Card Holder Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Security Code: \_\_\_\_\_ Signature: \_\_\_\_\_

Card Holder email (receipt will be emailed): \_\_\_\_\_

Make checks payable to:

**CALIFORNIA CRIMINAL JUSTICE WARRANT SERVICES ASSOCIATION (CCJWSA)**

**Mail or email this form and your payment to: CCJWSA- see address above**

**or email: [info@ccjwsa.org](mailto:info@ccjwsa.org)**

**SERVING: The Department of Justice, Sheriffs, Marshals, Police Agencies, District Attorneys, Courts, Probation, Parole, and Corrections**

Jan. 9, 2023

Charles Bergson  
City Manager  
Isleton  
102 2<sup>nd</sup> St.  
Isleton, CA 95641



RECEIVED

JAN 12 2023

Re.: Your 100<sup>th</sup> anniversary

What an exciting year to be leading your organization. Few institutions exist long enough to celebrate a centennial.

I have seen first-hand the outpouring of emotion from employees, customers, and key stakeholders when a comprehensive, meaningful 100<sup>th</sup> anniversary campaign is launched and maintained throughout a year.

Harnessing your heritage:

- Solidifies your brand with external audiences
- Demonstrates how your founding principles remain in your DNA
- Adds a "personality" to your image and brand
- Makes you genuine
- Demonstrates you deliver on your promises consistently over time
- Strengthens ties of employees to the organization
- Reinforces your purpose

I can help develop:

- An organized archive of your visual assets (photo prints, slides, movies and videos)
- Long-term protection and storage for those assets
- An orderly digital system with your photo prints, slides, movies and videos
- Well-crafted stories utilizing information from archives, research and personal interviews
- A compelling visitor experience at your office or facilities
- Publications, including e-magazines, anniversary book
- Content for marketing communications, newsletters, websites, speeches and presentations, videos
- Displays and apparel

Check out my work in organizing the 100<sup>th</sup> anniversary celebration of Walbridge, a global construction firm headquartered in Detroit: <https://markmarymee.myportfolio.com/corporate-history>

There's more at my website: <https://memoriesman.com/corporate-history>

Unleash the power of a successful 100<sup>th</sup> anniversary celebration for your organization. I'm here to help.

Sincerely,

Mark Marymee  
Owner, memoriesman.com  
Fremont, CA  
[mark@memoriesman.com](mailto:mark@memoriesman.com)  
510-797-8091



# City of Isleton

## City Council Staff Report

DATE: January 30, 2023

ITEM#: 5.A

CATEGORY: Consent Calendar

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### **DEVELOPMENT AGREEMENT DA 2022-02, 51 MAIN STREET ISLETON CANNABIS COMPANY, INC., APPLICANT SUMMARY/DISCUSSION**

The Applicant, Mark Mickelson, Isleton Cannabis Company, Inc, is proposing changing out the name of the business formerly known as TPCC Incorporated and Timeless Palliative Care Collective. The business conducts 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). This new application replaces the previous entitlements and clarifies that Applicant is a licensed micro-business. This project will not change the characteristics of the current operation on the site and within the building.

During a noticed public hearing, the City Council approved Conditional Use Permit CUP 02-02 and Development Agreement DA2022-02 and conducted first reading of Ordinance 2023-01 for the related Development Agreement on January 10, 2023. To make this use permit and development agreement operational, the City Council will need to hold the second reading of the ordinance. Additional information regarding this project, including the original staff report for the Planning Commission and/or City Council, is available upon request of staff.

### **FISCAL IMPACT**

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

### **RECOMMENDATION**

Hold the second reading of Ordinance No. 2023-01 by title only, waive further reading and adopt ordinance.

### **ATTACHMENTS**

Ordinance No. 2023-01, Approving Development Agreement DA 2022-02



**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 by Resolution PC 04-22 on December 6, 2022 to allow Developer to continue 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 approved by the City during a noticed public hearing 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 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 final 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.

**INTRODUCED** by the City Council of the City of Isleton on January 10, 2023, by the following vote:

- AYES:** Mayor, Pamela Bulahan, Vice Mayor, Paul Steele, Iva Walton, Kelly Hudson, and David Kent
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None

Passed and Adopted at a Regular Meeting of the City Council of the City of Isleton on January 30, 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

OFFICIAL BUSINESS

Document entitled to free recording

Government Code Section 6103

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Isleton

101 2<sup>nd</sup> St.

Isleton, CA 95641

Attn: City Clerk

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ISLETON

AND 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 30<sup>th</sup> for the quarter running from January 1 through March 31). Payments shall be accompanied by such documentation as may be reasonably required by the City. The 1% fee on Developer's and any Authorized Operator's Gross Receipts is not a tax and is particularly not an indirect tax on any consumer such as a sales and use tax, but is rather a direct fee levied on the Gross Receipts of the Developer and any Authorized Operator as a condition of this Development Agreement that is not to be passed along to the ultimate consumer. If the Developer or any Authorized Operator chooses to pass the 1% fee along to any consumer, it shall be required to include such amounts collected from any consumer as Gross Receipts. This documentation will include (but may not be limited to) the transportation manifests for cannabis products received at or transported from the Facility, and an accounting of Gross Receipts from Operations during the previous quarter. Late payments shall include interest at a rate of ten percent (10%) per annum. Failure to make any payment required by this Agreement when due shall be a material breach of the Agreement subject to Cure under the provisions of Section 13.3. Payments to the City shall be made by check, direct

deposit, wire transfer or other electronic form of payment that originates from a legal financial channel that has been agreed to in advance by both parties. Upon request and with a minimum of ten (10) business days' notice prior to payment due date, alternative forms of payment, including cash, may be authorized at the City's discretion.

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

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

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

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

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

## **10.2. Public Safety and Security.**

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

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

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

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

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

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

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

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

12. **Annual Review of Agreement.**

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

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

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

13. **Default.**

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

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

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

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

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

14. **Insurance and Indemnity.**

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

14.2. **Insurance.**

- 14.2.1. **Public Liability and Property Damage Insurance.** At all times that Developer is constructing any improvements to the Property, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of one million dollars (\$1,000,000) and a deductible of not more than fifty thousand dollars (\$50,000) per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.
- 14.2.2. **Workers' Compensation Insurance.** At all times that Developer is constructing any improvements, Developer shall maintain workers' compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.
- 14.2.3. **Evidence of Insurance.** Prior to commencement of construction of any improvements, Developer shall furnish City satisfactory evidence of the insurance required by this Sections 14 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project. Developer shall additionally

furnish City satisfactory evidence of the insurance coverage required under this Section whenever a policy is renewed, changed without impact to coverage, or at City's request.

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

15.1. **Assignment.**

15.1.1. **Assignment of Rights Under Agreement.** Developer may not transfer or assign its interests under this Agreement, in whole or in part, without the prior written consent of the City, which may 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 2<sup>nd</sup> St.  
Isleton, CA 95641  
Attn: Charles Bergson, City Manager  
(916) 777-7770

with copies to:

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

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

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”

“DEVELOPER”

CITY OF ISLETON,  
Municipal corporation

Isleton Cannabis Company, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: [ \_\_\_\_\_ ]

Name: Mark Mickelson

Its: Mayor

Its: Chairman

Dated: February [\_\_], 2023

Dated: February [\_\_], 2023

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Yvonne Zepeda, City Clerk

\_\_\_\_\_  
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 micro-business 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) 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**

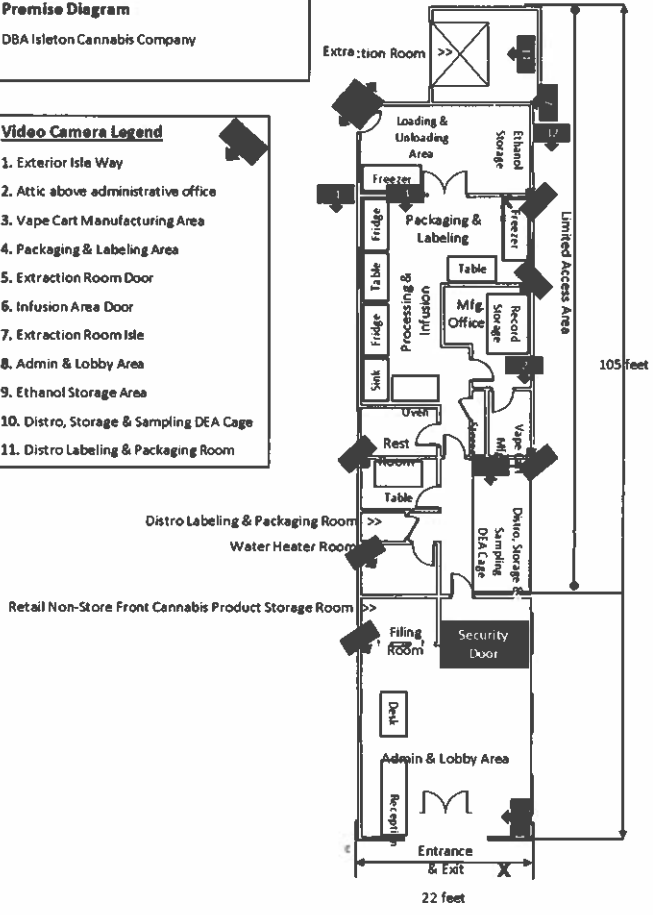
**Site and Floor Plan Showing Location and Operation of the Facility and the Property**

**Location Map  
51 Main Street**



**Premise Diagram**  
DBA Ileton 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 2<sup>nd</sup> St.  
Isleton, CA 95641

No recording fee required pursuant to  
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF DEVELOPMENT AGREEMENT**

**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: \_\_\_\_\_

By: \_\_\_\_\_

Name: [\_\_\_\_\_]

Name: Mark Mickelson

Its: Mayor

Its: Chairman

Dated: February [\_\_], 2023

Dated: February [\_\_], 2023

"OWNER"

By: \_\_\_\_\_

Name: Mark Mickelson on behalf of Viking Enterprises, LLC

Its: President

Dated: February [\_\_], 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**



# City of Isleton

DATE: January 30, 2023

## City Council Staff Report

ITEM#: 6.A

CATEGORY: Public Hearings

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### ISLETON WATER TOWER, HISTORIC LANDMARK DESIGNATION 411 Union Street

#### SUMMARY

The public hearing on this item was continued from the January 10, 2023, meeting, to allow the property owner, California American Water Company (CalAm), to have additional opportunity to address their concerns with the City.

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

Submitted by: Charles Bergson, City Manager





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

**RESOLUTION 02-23**

**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, and at the request of CalAm and to provide the property owner sufficient time to review this project, the public hearing was continued to the next regular meeting of January 24, 2023 and this meeting was cancelled so this public hearing was automatically continued to a Special Meeting of January 30, 2023; and.

**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 tower 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 30h day of January, 2023, by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
Pamela Bulahan, 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

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**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 usability 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

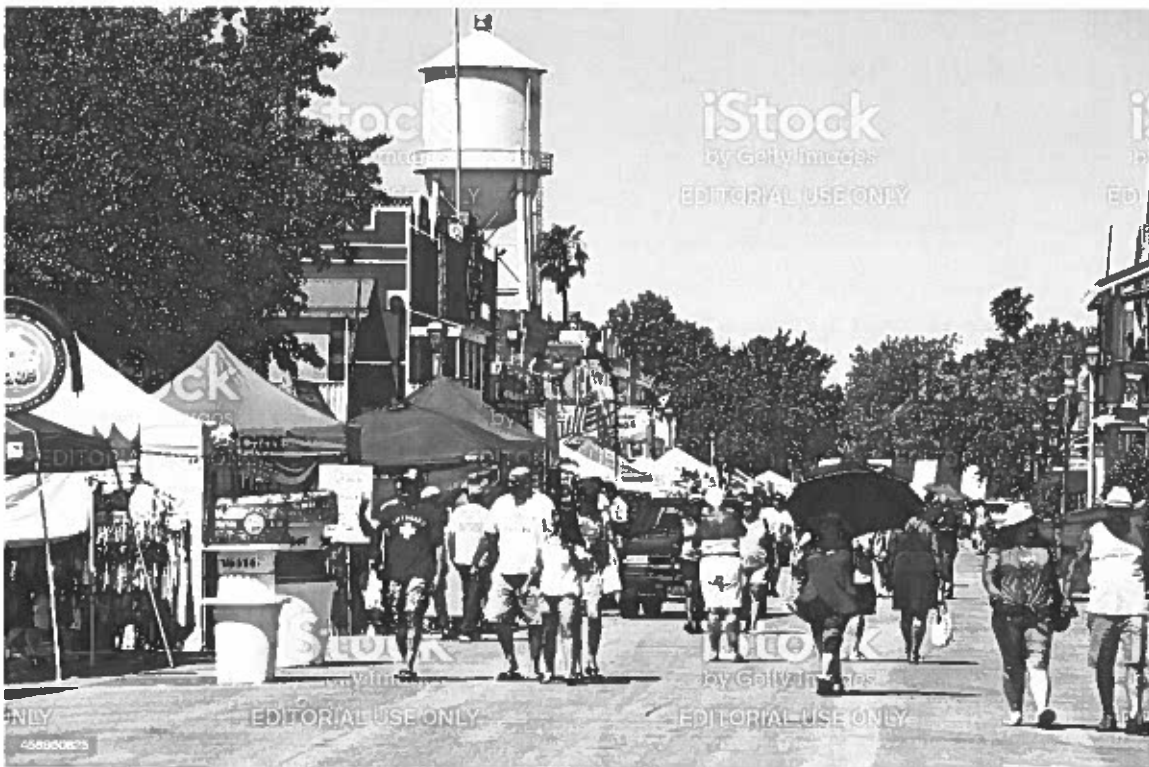
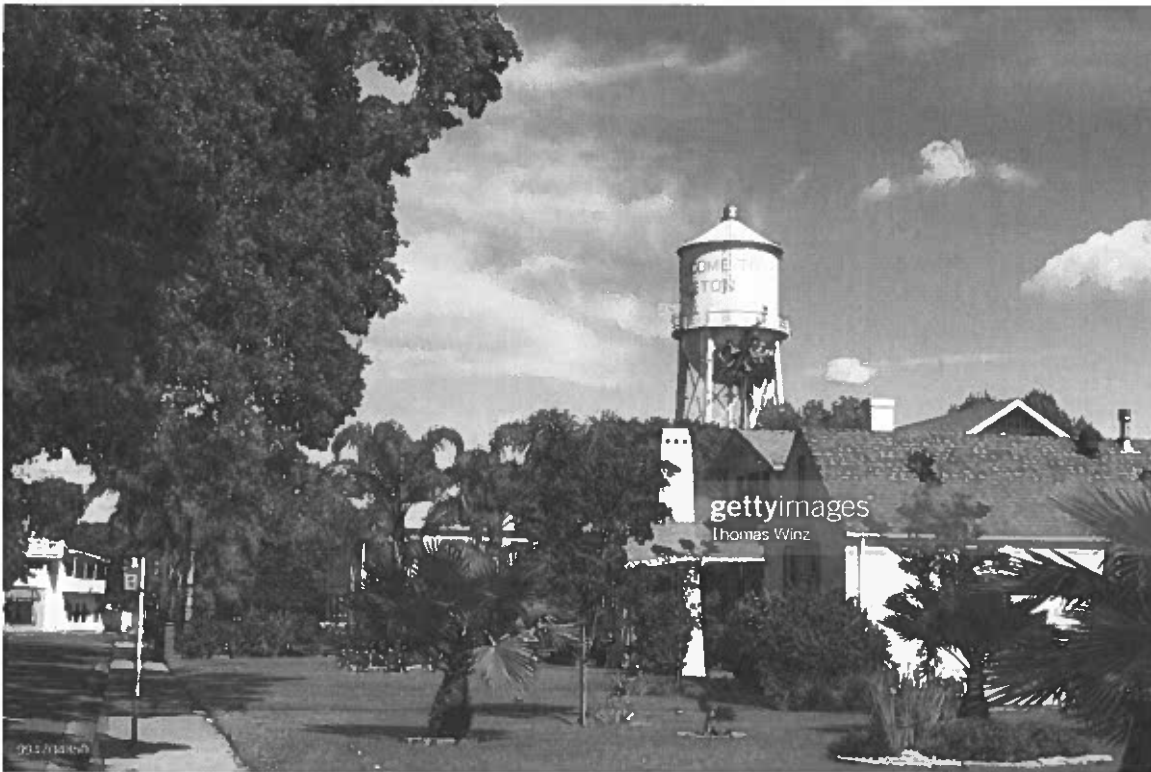
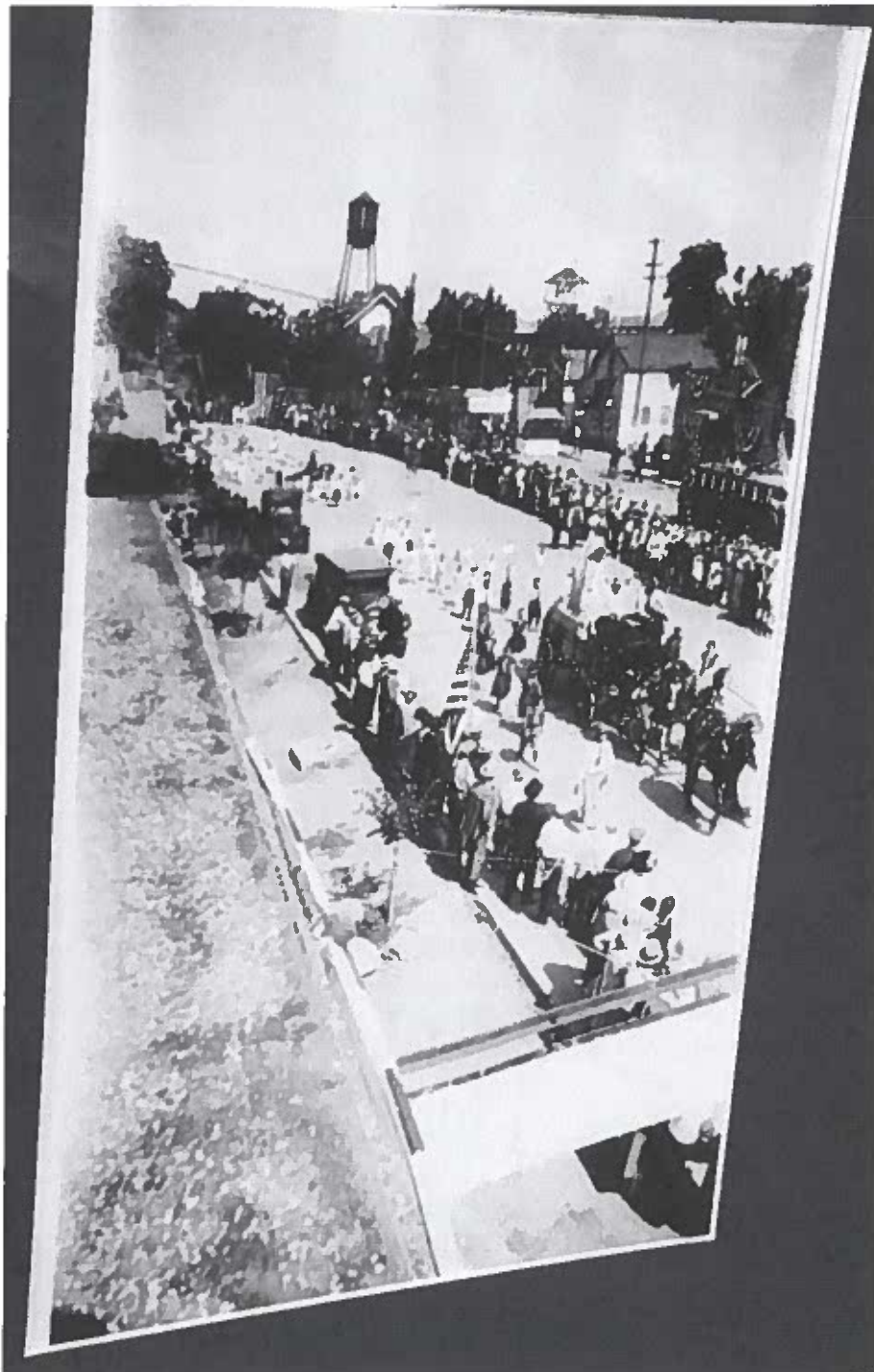


Figure 3-Historic Photo of Water Tower



## 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](mailto:cbergson@cityofisleton.com)  
**Cc:** Audie Foster <[Audie.Foster@amwater.com](mailto:Audie.Foster@amwater.com)>; Evan J Jacobs <[Evan.Jacobs@amwater.com](mailto: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](mailto: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

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### 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



# City of Isleton

7.A

**TO:** City Council  
**FROM:** Charles Bergson, City Manager  
**SUBJECT:** General Plan Housing Element Update  
**MEETING DATE:** January 30, 2022

OLD BUSINESS

**BACKGROUND:** The Planning Commission and City Council approved/adopted the 6<sup>th</sup> 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 (see Attachment 4), as amended by HCD limits development review on five parcels consisting of approximately 6.1 vacant acres in the City for contemplated development (or development capacity) 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).

Please note that other housing projects (other than affordable housing development) that comply with the required density under the General Plan, could be developed on these two, target lots. Such development would have to undergo site plan approval by the Planning Commission, and therefore, not be subject to the interim planning review policy. However, if non-affordable housing is developed on these sites, the City is mandated under State Housing Law to ensure that the City reserves adequate sites for the

development of at least 8 *affordable* housing units in accordance with the State assigned Regional Housing Needs Allocation. Affordable housing in this instance means a housing project where at least 20% of the dwelling units are reserved for lower income households. Lower income households in Isleton is defined as those that earn 80 percent or less of the area median income. For the 2020 year, that equates to household earning less than approximately \$42,800 annually. As provided in the RHNA for Isleton (and referenced in the City's Housing Element) for the 2021 to 2029 projection period the City needs to show capacity for the development of at least 28 new housing units as follows:

- 5 very low-income units
- 3 low-income units
- 6 moderate-income units
- 14 above moderate-income units

This does not mean the City has to develop these units; it just means the City needs to reserve vacant land to accommodate the projection of at least 8 lower income housing units in the City.

**JANUARY 10, 2023, CITY COUNCIL REVIEW:** During the last Council meeting the City Council had noted concerns that the identified target sites were not referenced in the updated housing element (that the Planning Commission and City Council previously approved), and there seemed to be some concerns expressed by the public that the City should not reserve capacity and to not be required to approve lower income housing in the City.

Please refer to Attachment 5 which shows email and memo to the Council and Commission the opportunity to review the draft Housing Element. Also, a second review of the Housing Element was conducted with noticed public hearings with the Planning Commission on August 2 and 9, 2022, and with the City Council on September 27, 2022. Minutes and resolutions for these meetings are available upon request of staff.

Also, we recommend the Council review State enforcement provisions of implementing the Housing Element as provided under such laws as the Housing Accountability Act which limits the City's authority to deny, reduce the density of, or make infeasible housing development projects, emergency shelters, or farmworker housing that are consistent with objective local development standards and contribute to meeting housing need:

<https://www.hcd.ca.gov/planning-and-community-development/accountability-and-enforcement>

Finally, to comply with State Housing Law, the City should plan on implementing many of the policies and programs identified in the Housing Element which are mandated by State Housing Law (see Attachment 4, summary of policies and programs). This will include updating the City's Zoning Code this year.



Ethan Mobley, Owner of Dynamic Planning + Science, who authored the Housing Element, will attend tonight's meeting to provide an overview of the Housing Element m provide some historic reference with regard to previous public review and to answer any questions the Council may have regarding this document.

**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. Declining to approve an interim policy would simply mean that if a lower income housing project were to be proposed on the target sites, the City could not deny the project and would be required to approve it without public review and without meeting any design standards. Should the Council wish to pursue looking for other vacant sites to replace the target sites, the City would need to amend the Housing Element, identify the new sites on the plan and secure Planning Commission, City Council, and HCD approval.

**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
4. Summary of Housing Element Policies
5. City Council/Planning Commission Housing Element Review Opportunities

## 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.

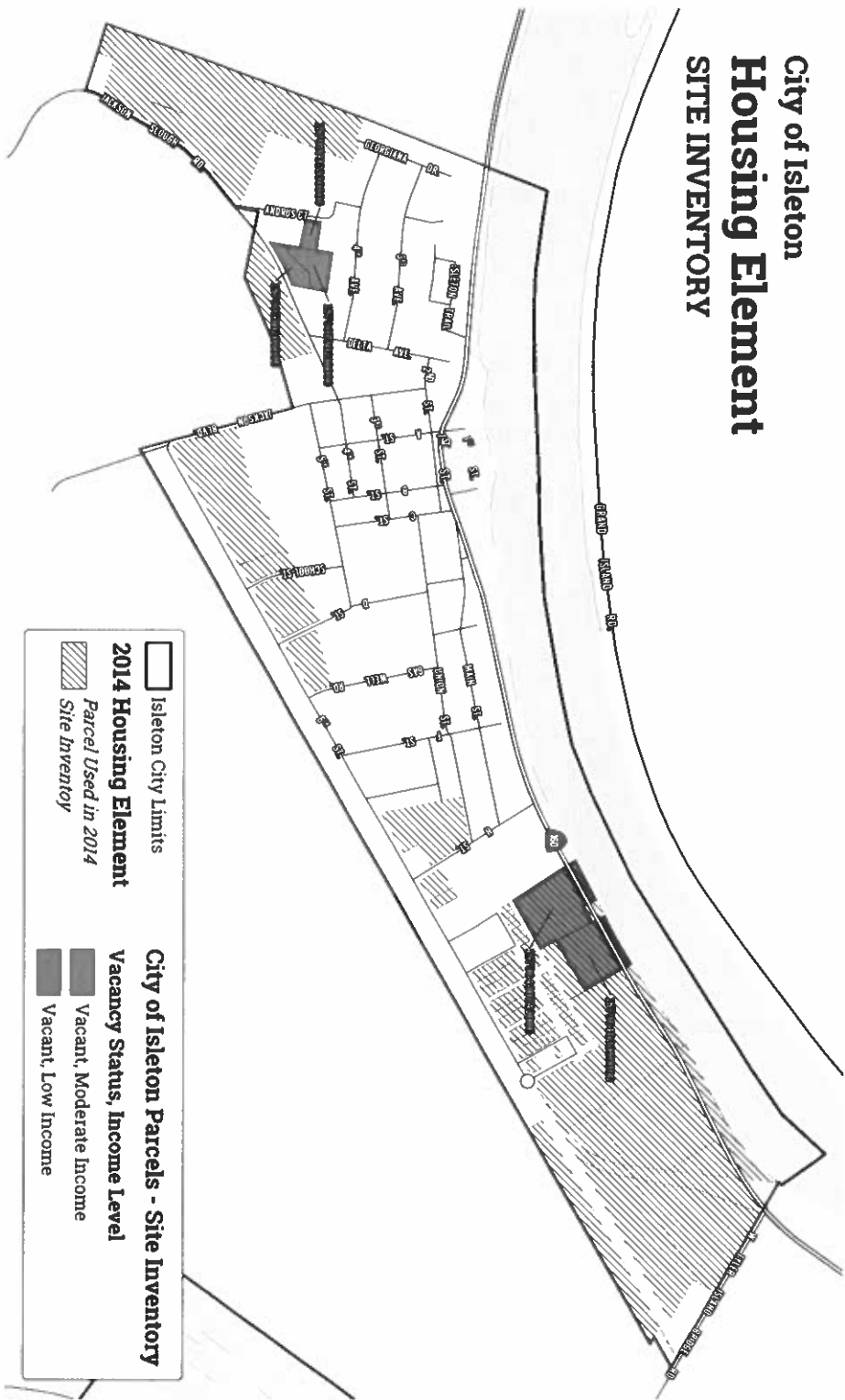
3. Buildings shall be oriented to form interior courtyards and commons spaces.
4. Building architecture shall reflect the character of the neighborhood through the incorporation of key elements such as roof pitch, window types and style, siding, trim elements, similar color palate, etc. The following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

Exhibit A

City of Isleton  
**Housing Element**  
**SITE INVENTORY**



	Isleton City Limits		Vacant, Moderate Income
	2014 Housing Element Parcel Used in 2014 Site Inventory		Vacant, Low Income
<b>City of Isleton Parcels - Site Inventory</b>		<b>Vacancy Status, Income Level</b>	

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

Hi Gary,

The excerpt below is a change to the 5<sup>th</sup> 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 to 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  
**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](http://www.hcd.ca.gov)

GAVIN NEWSOM, Governor



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 6<sup>th</sup> 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](mailto:Hillary.Prasad@hcd.ca.gov).

Sincerely,



Paul McDougall  
Senior Program Manager

**Attachment 3**  
**Summary of Housing Element Policies**

Housing Goals, Policies, and Implementation Actions

<b>GOAL H-1</b>	<b>develop, through public and private efforts, sufficient new housing to ensure the availability of affordable housing for all households in Isleton. (Source: Existing Goal H-1)</b>
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| POLICY-H-1.1 | Explore participation in various federal and state housing funding programs and shall encourage the use of programs that would allow local households of low- to moderate-income to purchase homes. <i>(Source: Existing Policy H-1.1, modified)</i>                         |
| POLICY-H-1.2 | Allow mobile homes that meet all requirements of the floodplain regulations on permanent foundations on separate lots or within mobile home parks as a means to improve housing affordability for low- and moderate-income residents. <i>(Source: Existing Policy H-1.2)</i> |
| POLICY-H-1.3 | Make information available on housing programs, housing availability, and housing assistance to all residents of the community. <i>(Source: Existing Policy H-1.4)</i>   |
| POLICY-H-1.4 | Strive to efficiently process the review and approval of zoning and building permits for new housing construction and remodeling and maintain an equitable fee structure for such review. <i>(Source: Existing Policy H-1.5)</i>   |
| POLICY-H-1.5 | Maintain an adequate supply of developable land to meet realistic housing demand within the limits of area available for new housing. <i>(Source: Existing Policy H-1.6)</i>   |
| POLICY-H-1.6 | Seek to avoid or minimize the displacement of vulnerable Isleton residents, such as people of color, low-income households, the elderly, and people with disabilities as increased opportunities and/or investments may arrive in Isleton.                                   |
| POLICY-H-1.7 | Encourage participation by individuals, households, and the development community in various federal and state programs intended to improve housing opportunity. <i>(Source: Existing Policy H-1.3, modified)</i>  |



- **Action-H-1.1 Maintain Sites Inventory.** Maintain an updated map of sites available for low and low-moderate income housing, plus information on ownership, availability of utility services, density of development allowed by the General Plan, density bonuses or equivalent incentives available to prospective developers, applicable fees, and procedures involved in the City's development review and entitlement process. Track whether displacement of current vulnerable populations may be occurring with each biannual with metrics. Provide metrics to regularly monitor and track investments and programs focused on low and low-moderate income housing and provide transparency in reporting. The City shall monitor affordability and location of available sites, and particularly defined by the Affirmatively Furthering Fair Housing Analysis (see Section 3 in the Background Report), The program will be implemented throughout the city and in areas of highest need to the extent possible in line with the City's commitment to affirmatively further fair housing. Provide information to local realtors, housing developers operating within the Isleton housing market area, and the County Housing Authority. *(Source: Existing Action 1.1, modified)*

**Responsibility:** *Planning (City Manager, Community Planner)*

**Time Frame:** *Annual Publication, beginning July, 1 2014*

**Funding:** *City General Fund (staff resources)*

- **Action-H-1.2 Coordinate with Local and Regional Partners for Affordable Housing.** Partner with local and regional agencies (e.g., SACOG, Sacramento Housing and Redevelopment Agency, non-profit and for-profit developers) to pursue grant funding and/or technical assistance to facilitate affordable housing development for lower-income households, including extremely low-income households. *(Source: Existing Action 2.2, modified)*

**Responsibility:** *Planning*

**Time Frame:** *Ongoing; partner 4 times during planning period.*

**Funding:** *City General Fund (staff resources)*

*Quantified Objective: Two new construction projects for very low- and low-income levels during planning period.*

- **Action-H-1.3 Collaboration with Affordable Housing Providers.** Continue to seek out affordable housing partners. Initiate one-on-one discussions about how to access funding and support such providers. *(Source: New)*

*Responsibility: Planning, City Council*

*Time Frame: Annually*

*Funding: City (staff time)*

*Quantified Objective: Completed projects with affordable housing partner(s); compilation of a list of potential partners; an assessment of potential projects that can be completed*

- **Action-H-1.4 Pursue State and Federal Funding.** Actively pursue appropriate federal and state funding sources, including HOME, CDBG, AHSC, and CalHome funds, to support the efforts of nonprofit and for-profit developers to meet new construction and rehabilitation needs of extremely low-, very low-, low-, and moderate-income households. Periodically review available housing programs to identify additional funding sources. *(Source: New)*

*Responsibility: All Departments, City Council*

*Time Frame: Ongoing; pursue funding 4 times during planning period.*

*Funding: City (staff time)*

*Quantified Objective: Pursue Federal and State funds to facilitate the development of 32 housing units for extremely low-, very low-, low-, and moderate-income families and workers during the planning period.*

- **Action-H-1.5 Homebuyer Assistance.** Alert residents to assist low-income and first time homebuyers by linking to the Sacramento Housing and Redevelopment Agency's Homebuyer Resources and weekly funding updates via the City's website. Information will include workshops/educational classes on the benefits of homeownership and resources for first-time homebuyers. Concentrate on the homebuyer assistance program on areas of highest need as illustrated in the

Affirmatively Furthering Fair Housing Analysis (see Section 3 in the Background Report). *(Source: New)*

***Responsibility:*** Planning, City Council

***Time Frame:*** Annually

***Funding:*** City (staff time)

***Quantified Objective:*** Annual review of specific number of homebuyer loans for low and moderate income levels; analysis of strengths and weaknesses in delivery to income levels; assistance to 6 low-income first-time home buyers.

• **Action-H-1.6 Annual Report on Housing Element Implementation.**

Complete an Annual Housing Report to submit to HCD and OPR by April 1<sup>st</sup> of each year, consistent with State law. *(Source: New)*

***Responsibility:*** Planning, City Council

***Time Frame:*** Annually

***Funding:*** City General Fund (staff time)

***Quantified Objective:*** Eight Annual Housing Element Implementation Reports to HCD

**GOAL H-2      manage housing and community development to promote the long-term integrity and value of each new housing unit and the surrounding neighborhood. (Source: Existing Goal H-2)**

- POLICY-H-2.1      Continually review and revise as necessary the zoning code to ensure affordable housing in all areas of Isleton, including through encouraging secondary units as affordable rentals. Encourage secondary units on top of existing structures like garages to offset expensive floodplain construction alternatives. (Source: New)
- POLICY-H-2.2      Approve extensions on time limits of approval for multi-family developments if adequate evidence is provided of circumstances beyond the control of the applicant that warrants such approval, other than failure to achieve financing. (Source: Existing Policy H-2.1)
- POLICY-H-2.3      Provide support for existing and proposed new mobile home parks as a low-income housing option in Isleton to the greatest degree practicable. (Source: Existing Policy H-2.2, modified)
- POLICY-H-2.4      Monitor progress in implementation of the Housing Element on an annual basis, with review by the City Council. (Source: Existing Policy H-2.3)
- POLICY-H-2.5      Require the phased development of multi-family projects where appropriate as a means to mitigate potential adverse impacts of a proposed project that are time-sensitive, such as school impacts. (Source: Existing Policy H-2.4)
- POLICY-H-2.6      Apply standards of on-site landscaped open space and recreation areas to apply to multi-family projects of 20 or more housing units, not to exceed those otherwise prescribed by the Land Use Element or Open Space Elements of the General Plan. (Source: Existing Policy H-2.5, modified)
- POLICY-H-2.7      Strive to avoid the overconcentration of low- and moderate-income housing within any city residential neighborhood. (Source: Existing Policy H-2.6)

POLICY-H-2.8	Encourage new development projects in areas with the lowest base flood elevations to reduce residential construction costs in the floodplain. <i>(Source: New)</i>
POLICY-H-2.9	Ensure development fees remain affordable yet cover costs of City processing, needed infrastructure upgrades, and City services. <i>(Source: New)</i>

- **Action-H-2.1 Code Enforcement.** Pursue funding or technical assistance to continue to implement a code enforcement program and to conduct some inspections of rental properties along with operating primarily on a complaint basis. *(Source: Existing Action 3.1, modified)*

**Responsibility:** Planning

**Time Frame:** Ongoing; inspections may occur every 6 months or more often as needed.

**Funding:** SB 2; other state and federal grants such as list from HCD

**Quantified Objective:** Active habitability inspection program for rental properties; 4-6 properties inspected per year

- **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:
  - Replace references to the R-1-6 zone in the zoning code with the R-1-7 zone and corresponding standards.
  - Include a statement in the purpose of the zoning ordinance (§ 102) that discusses furthering fair housing and California fair housing law.
  - Remove the requirement for a Conditional Use Permit for second units in order to allow them as a permitted use in all residential districts that allow single-family units (i.e., the UR, R, and RM).
  - Remove the requirement for two additional parking spaces for second units; reduce to one with the option to remove the condition if state-outlined conditions are present as outlined in Cal. Gov't. Code § 658252.2(e)(1-5).
  - Rezone to 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. (Edited as mandated by HCD review 12/5/2022)

- Remove the Conditional Use Permit requirement for group homes of more than six persons and replace with procedures to promote objectivity and approval certainty in all zones allowing residential uses.
- Adopt definition for transitional and supportive housing that clearly states that transitional and permanent supportive housing are by-right residential uses subject to the same standards that apply to residential uses of the same type in the same zone.
- Develop a ministerial review option or permitted use for proposed developments where at least 50% of the units are affordable to households making below 80 percent of the area median income, in compliance requirements in Cal. Gov't. Code § 65913.4(e)(1).
- Explicitly allow single room occupancy in conformance with Cal. Gov't Code § 65583 (c)(1) and § 65583.2 (c); this may include modifying the definition of "dwelling unit" to include single room occupancy by eliminating the requirement for a kitchen in each unit.
- Allow farmworker housing consistent with Cal. Health & Safety Code § 17021.6 which states that any employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household shall be deemed an agricultural land use and no conditional use permit, zoning variance, or other zoning clearance shall be required of this employee housing that is not required of any other agricultural activity in the same zone.
- Modify the definition of "family" consistent with state law to remove the limit of five unrelated persons living together in a dwelling unit.
- Modify the definition of "dwelling, one-family" to include employee housing for six or fewer persons, in accordance with Cal. Health & Safety

Code § 17021.5.

- Modify the 2014 emergency shelter ordinance to comply with parking requirements under Cal. Gov't Code, § 65583 (a)(4)(A)).
- Adopt a formal procedure for reasonable accommodation for housing for persons with disabilities in accordance with fair housing and disability laws.
- Allow for Low Barrier Navigation Centers to be a use by right in areas zoned for mixed use and nonresidential zones permitting multi-family uses if they meet requirements in Cal. Gov't Code § 65662(a-d), which include:
  - a "It offers services to connect people to permanent housing through a services plan that identifies services staffing.
  - b It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. . .
  - c It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
  - d It has a system for entering information regarding client stays, client demographics, client income, and exit destination . . ."
- Allow for permanent supportive housing to be a use-by-right in all zones where multifamily and mixed uses are permitted, in compliance with Cal. Gov't Code 65583(c)(3), and consistent with requirements specified in Cal. Gov't Code 65651(a)(1-7).
- Provide for streamlined development approval for supportive housing and low-barrier navigation centers that includes completeness review within 30 days and full review in 60 - 120 days, depending on the size of the project. (*Source: Existing Action 5.1, modified with new updates*)
- Provide for streamlined development approval for supportive housing and low-barrier navigation

centers that includes completeness review within 30 days and full review in 60 - 120 days, depending on the size of the project. (Source: Existing Action 5.1, modified with new updates)

- Revise manufactured housing regulations to allow this type of housing to be treated the same as other single-family housing.
- Amend Zoning Code to reduce residential development processing time by allowing the Planning Commission to approve use permits for residential developments without City Council approval

**Responsibility:** *Planning, Planning Commission, Council*

**Time Frame:** *GP update adopted 2022, zoning code amendments to follow (estimated 2023 adoption)*

**Funding:** *General Fund; grant assistance*

**Quantified Objective:** *8 accessory dwelling units during the planning period; updated zoning code*

- **Action-H-2.3 General Plan Update.** Update the 2000 General Plan, including analysis of the “disadvantaged community” state designation, new environmental justice policies, and the potential ways to address associated challenges.

**Responsibility:** *Planning, Planning Commission, Council*

**Time Frame:** *by end of 2023*

**Funding:** *General Fund; SB-2, REAP, and other grant assistance*

**Quantified Objective:** *Newly-adopted General Plan.*

- **Action-H-2.4 Update Enforcement Provisions.** Update enforcement provisions of municipal code to require administrative citations to include a list of potential resources available to property owners to correct violations. (Source: New)

**Responsibility:** *Planning, Planning Commission, Council*

**Time Frame:** *GP update adopted 2023, municipal code amendments to follow adoption of Housing Element and other general plan elements. (estimated 2025 adoption)*



*Funding: General Fund*

*Quantified Objective: Updated municipal code*

- **Action-H-2.5 Address Housing Opportunities and Constraints.** Evaluate the municipal code to determine what standards may need revision in order to encourage housing production, especially in areas with the lowest base flood elevations. The revisions may include reducing parking standards, setbacks, height, or ability to use clustering without having to re-zone property to the Planned Development Zone, as well as addressing restrictive aspects of the grading and tree preservation ordinances as appropriate and consistent with this General Plan. *(Source: New)*

*Responsibility: Planning, Planning Commission, and City Council*

*Time Frame: Annually*

*Funding: City General Fund (staff resources)*

*Quantified Objective: Revision of municipal code to reduce development constraints for affordable housing by January 2024; adoption and implementation of new standards by January 2026.*

- **Action-H-2.6 Update Fee Schedule.** Conduct a study and develop a new fee schedule for both single-family and multi-family development that reflects the cost of processing development applications and providing services to new development. *(Source: Existing Action 6.1)*

*Responsibility: Planning, Public Works, Council*

*Time Frame: Fee updated expected after zoning code updates, approximately 2025.*

*Funding: City General Fund (staff resources)*

*Quantified Objective: Updated fee schedule before the end of planning period.*

<b>GOAL H-3</b>	<b>promote equal access to safe, Decent, and affordable housing for all economic groups. (Source: Existing Goal H-3)</b>
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- POLICY-H-3.1      The City declares that all persons regardless of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability to have equal access to sound and affordable housing. (Source: Existing Policy H-6.1)
- POLICY-H-3.2      Encourage infill housing in residential districts where essential services are available, especially in the Main Street area. (Source: Existing Policy H-3.1)
- POLICY-H-3.3      Utilize Planned Unit Development (PUD) procedures of the zoning code for multi-family projects involving 10 or more units to allow greater innovation in project design so as to increase housing affordability. Monitor the effects of this policy to assure that it does not become a constraint to the development of multi-family housing and does not force the creation of higher-cost housing at the expense of low-income households. (Source: Existing Policy H-3.2, modified)
- POLICY-H-3.4      Waive or allow modification of selected development standards under PUD zoning procedures for affordable housing projects where design proposals achieve the functional equivalent of existing improvement standards, including density bonuses in accordance with state law and the current zoning code. (Source: Existing Policy H-3.3, modified)
- POLICY-H-3.5      Permit smaller lots with a minimum of 4,000 square feet for subdivisions where housing units are designed specifically for the small lot under PUD procedures. (Source: Existing Policy H-3.4)
- POLICY-H-3.6      Grant density bonuses under PUD zoning procedures in areas of medium density for projects which do not qualify under Policy H-3.4, above, only if a project is judged successfully against quantitative and qualitative criteria which assures good design and the provision of amenities not normally provided under conventional approaches to residential project design. These types of density bonuses are entirely separate from those mandated by state law for

very low- and low-income households and are intended primarily for market rate housing. (*Source: Existing Policy H-3.5*)

**POLICY-H-3.7**

Maintain an adequate ratio of single family homes to apartments to allow choice, affordability and availability in housing types and encourage an increase in home ownership based upon competent community-wide housing market analysis. Require that proposed income or rental subsidy apartment projects be justified by features of design, livability, and availability of community services.

Generally, an adequate ratio is considered to be about 65 percent single-family to 35 percent multi-family. It is understood, however, that the availability of sites for new housing within the City favors multi-family densities more than single family. Consequently the 65:35 ratio may be increased in favor of multi-family until such time that land within the Urban Reserve (land that the City has labeled for future possible annexation) may be annexed to permit a greater number of single-family units. (*Source: Existing Policy H-3.6, modified*)

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- **Action-H-3.1 Assist Development Community in Affordable Housing Projects.** Contact and encourage non-profit and for-profit developers and agencies that have had success in constructing housing for extremely low, very low, and low income households within Isleton’s housing market area to consider new projects in Isleton, including through assisting funding sources and regulatory relief for alternative housing types, such as accessory dwelling units or single-room occupancies, in a manner that affirmatively furthers fair housing. (*Source: Existing Action 2.1, modified*)  
**Responsibility:** Staff, Planning Commission, Council  
**Time Frame:** Annually  
**Funding:** City General Fund (staff resources)  
**Quantified Objective:** Two extremely low, very low, or low income housing developments proposed during planning period.
  - **Action-H-3.2 Affirmatively Further Fair Housing.** Administer its programs and activities relating to housing and community development in a manner to affirmatively further fair

housing and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

**Responsibility:** Staff, Planning Commission, Council

**Time Frame:** Ongoing, upon development review

**Funding:** City General Fund (staff resources)

**Quantified Objective:** Proposed housing developments reviewed for extend proposals affirmatively further fair housing.

- **Action-H-3.3 Regional Fair Housing, Mobility Enhancement, and Place-Based Access.** Implement solutions developed in the Regional Analysis of Impediments (AI) to Fair Housing Choice to mitigate and/or remove fair housing impediments and enhance mobility, including through coordination with Sacramento County, SACOG, and other regional non-profits. **Time Frame:** Initial coordination occurring in 2023, solutions identified by end 2024, progress reports developed for website 2025.

Take affirmative actions to further fair housing choice in the City by implementing solutions developed in the AI to mitigate or remove impediments to fair housing, such as:

1. Distributing educational materials to property owners, apartment managers, and tenants every two years. **Time Frame:** Complete information on website by end 2023, Distribute information annually thereafter.
2. Developing city-wide affordable rental registry. **Time Frame:** Complete by 2024, maintain thereafter, distribute information annually thereafter.
3. Developing multifamily housing options. **Time Frame:** Develop list of housing options by end 2023. Report list of options on website by end 2024, Distribute information annually thereafter
4. Encouraging the development of four or more units in a building. **Time Frame:** Provide information on

*website by end 2023. Distribute information via meetings and annually thereafter.*

5. Invest in infrastructure improvements and new amenities throughout the City to support housing options. (since the whole City is in a low resource area). **Time Frame:** *Develop utility masterplans by end 2026. Make improvements based upon AFFH and other priority areas by 2028.*

6. Making public service announcements via different media (e.g. newspaper ads and public service announcements at local radio and television channels). **Time Frame:** *Provide solutions on website by end 2023, announcements annually.*

7. Conducting public presentations with different community groups. **Time Frame:** *Provide solutions on website by 2023, announcements biannually at meetings.*

8. Responding to complaints of discrimination (e.g. in-taking, investigation of complaints, and resolution). **Time Frame:** *Disseminate fair housing information on website by end 2023. Ongoing resolution.*

9. Referring services to appropriate agencies. **Time Frame:** *Provide solutions on website by end 2023, announcements annually.*

*(Source: New)*

**Responsibility:** *Planning, Council*

**Time Frame:** *See above for each action.*

**Funding:** *Community Development Block Grant; SB 2 Funding; Regional Partnerships*

**Quantified Objective:** *Assist 8 individuals/households with fair housing issues throughout the planning period. Partner on at least one project to promote universal access within the planning period.*

- **Action-H-3.4 Disseminate Fair Housing Information.** Display fair housing information from the HCD and State Fair Employment and Housing Commission's enforcement program at City offices and provide links on its website to these

entities and their fair housing discrimination references, contacts, and compliance procedures. (*Source: Existing Action 4.1, modified*)

**Responsibility:** *Planning*

**Time Frame:** *Initial website update before January 2022; ongoing.*

**Funding:** *General Fund (staff resources)*

**Quantified Objective:** *Updated city webpage; new postings at three city-owned facilities by 2022.*

- **Action-H-3.5 Resources for Fair Housing.** Serve as the local contact point for fair housing complaints and refer interested persons to the California Department of Fair Employment and Housing (DFEH) and the U.S. Department of Housing and Urban Development (for federally subsidized units) as complaints are received. (*Source: New*)

**Responsibility:** *City Manager*

**Time Frame:** *Ongoing*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *Maintain contact with the DFEH and the U.S. Department of Housing and Urban Development for data and information.*

- **Action-H-3.6 Housing Transparency.** Update the City website to include all development and impact fees, resources for homebuyers and special needs populations, and other housing-related resources as applicable.

**Responsibility:** *City Manager*

**Time Frame:** *2022*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *Dedicated webpages for fee information and housing resources.*

- **Action-H-3.7 Density Bonus Compliance.** Ensure the City's current density bonus is compliant with current state law.

**Responsibility:** *City Manager*

**Time Frame:** *Annual updates*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *Annual review and updates, as necessary, to the City's density bonus ordinance.*

- **Action-H-3.8 Adopt ADU Ordinance.** Adopt an accessory dwelling unit ordinance in compliance with the California ADU

statute and ensure ongoing compliance with state law.

**Responsibility:** *City Manager*

**Time Frame:** *ADU Ordinance, 2023; Annual updates*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *New ADU Ordinance; Annual review and updates, as necessary, to the City's density bonus ordinance.*

- **Action-H-3.9 Incentivize Accessory Dwelling Units Above Base Flood Elevation.** Develop a program or update the municipal code to promote ADU development prioritizing very low-, low-, and moderate-income households, with a focus on ADUs above garages or utilizing other techniques to stay above base flood elevation. During zoning code updates (2023-2024), implement options such as pre-approved, engineered designs to remove ADU from floodplain, keep costs of ADUs affordable, and expedite permitting. See Action-H-2.4 for other municipal code opportunities.

**Responsibility:** *City Manager and City Council*

**Time Frame:** *Zoning code update by 2024.*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *Adoption and implementation of new standards by end 2024.*

<b>GOAL H-4</b>	<b>provide for a choice of housing for residents with special housing needs, including the elderly, disabled, farm workers, homeless, and other lower-income groups. (Source: Existing Goal H-4)</b>
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- POLICY-H-4.1 Promote housing sites for the elderly and disabled that are within reasonable proximity to transportation services, medical facilities, recreation areas, and convenience shopping facilities, and where reasonable security by police and fire protection services can be assured. *(Source: Existing Policy H-4.1)*
- POLICY-H-4.2 Encourage and pursue programs to assist lower-income and elderly residents to rehabilitate deteriorating housing. *(Source: Existing Policy H-4.2)*
- POLICY-H-4.3 Encourage new housing units that are adaptable for disabled households. This can be accomplished by City staff at the building permit stage by assuring the elimination of barriers and by provisions for special handicapped needs such as lowered switches and flush doorways. *(Source: Existing Policy H-4.3)*
- POLICY-H-4.4 Support local and regional efforts to provide emergency and transitional housing for local homeless individuals and families. *(Source: Existing Policy H-4.5)*
- POLICY-H-4.5 Encourage participation in the Housing Choice Vouchers Program (i.e., Section 8 rental assistance) administered by Sacramento County. *(Source: Existing Policy H-4.6)*

• **Action-H-4.1 Assistance for Special Needs Populations.** Engage with housing advocates, encourage housing providers to designate a portion of new affordable housing developments for special needs populations, and pursue funding sources designed for housing needs of special needs populations, including the elderly, persons with physical and mental disabilities, female-headed households, large families, farmworkers, extremely low-income households, and veterans. Maintain a housing directory and referral service for disabled residents on the City’s website with participation by the private sector and relevant local/regional nonprofits. *(Source: Existing Policy H-4.4, modified)*



**Responsibility:** *Planning, Council*

**Time Frame:** *Website updates by March 2022, with updates every 6 months. 2 meetings attended or hosted annually in planning period.*

**Funding:** *General Fund; State and Federal grants; regional support*

**Quantified Objective:** *Website updated and maintained with up-to-date information; 1 affordable housing unit for special needs populations.*

- **Action-H-4.2 Reasonable Accommodation.** Continue to provide reasonable accommodations through a formal procedure by reviewing and approving requests for modifications to building or zoning requirements in order to ensure accommodations for persons with disabilities. Additionally, the City shall provide both printed information, and information on the City's website regarding reasonable accommodations by 2023. (Source: New)

**Responsibility:** *Planning*

**Time Frame:** *Ongoing; information available by 2023.*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *Modifications to building requirements or exceptions to the zoning plan as necessary to ensure reasonable accommodations for persons with disabilities.*

- **Action-H-4.3 Coordination with Alta California Regional Center.** Coordinate with the Alta California Regional Center to better serve the housing needs of residents with developmental disabilities. (Source: Existing Action 4.2)

**Responsibility:** *Planning*

**Time Frame:** *Ongoing; coordination at least twice annually.*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *ACRC information linked to City website; improved support for citizens with disabilities.*

GOAL H-5	<b>maintain and improve the quality of the existing housing stock and the neighborhoods in which it is located. (Source: Existing Goal H-5)</b>
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- POLICY-H-5.1      Conserve and maintain existing housing stock through building inspection and participation in housing rehabilitation programs. *(Source: Existing Policy H-5.2, modified)*
- POLICY-H-5.2      Strictly enforce building and housing codes to achieve rehabilitation or demolition of dilapidated houses and actively pursue condemnation of vacant dilapidated housing units. *(Source: Existing Policy H-5.1, modified)*
- POLICY-H-5.3      Seek methods to alleviate overcrowding, including provision for some choice of three or more bedroom apartments in new multi-family projects. *(Source: Existing Policy H-5.3, modified)*
- POLICY-H-5.4      Enforce the historic preservation ordinance to preserve the character of Main Street as a historic mixed-use corridor. *(Source: Existing Policy H-5.4)*

- **Action-H-5.1 Housing Rehabilitation.** To conserve existing housing stock that currently needs substantial rehabilitation, review the Housing Stock Inventory to assess potential rehabilitation needs, identify potential loan applicants, and initiate a program to serve those needs. Seek technical assistance from Sacramento County, SACOG, local non-profits and/or volunteers to apply for CDBG, HOME, and/or other state and federal funding for the purpose of establishing a rehabilitation loan and/or grant program to rehabilitate deteriorating owner-occupied and rental housing. The program actions will be implemented throughout the city and in areas of highest need based upon the Affirmatively Furthering Fair Housing Analysis (see Section 3 in the Background Report), in line with the City's commitment to affirmatively further fair housing. The City will proactively enforce placed based strategies in loan programs and other state funded programs at a localized level. *(Existing Action 3.2, modified)*

**Responsibility:** *Planning, Planning Commission, Council*

**Time Frame:** *Inventory of housing stock in need of rehabilitation by 2024; assessment of a potential program to assist in rehabilitation by end of planning period. Annual technical assistance sought through grant applications (one per year).*

**Funding:** *TBD. SB 2; other state and federal grants such as this [list from HCD](#).*

**Quantified Objective:** *Six rehabilitation projects in Isleton during planning period.*

- **Action-H-5.2 Municipal Code Review.** Review historic preservation ordinance and multi-family zoning provisions for consistency with General Plan policies; incorporate updates as needed. (*Source: New*)

**Responsibility:** *Planning, Planning Commission, and City Council*

**Time Frame:** *Annually*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *Revision of municipal code to reduce development constraints for affordable housing by January 2024; adoption and implementation of new standards by January 2026.*

<b>GOAL H-6</b>	<b>Promote resilient infrastructure and energy conservation to maintain housing affordability in Isleton. (Source: Existing Goal H-7, modified)</b>
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|--------------|--|
| POLICY-H-6.1 | Ensure sewer infrastructure is adequate for future growth in Isleton, affordable, and continues to function to meet all relevant standards. (Source: Existing Policy H-1.7, modified)  |
| POLICY-H-6.2 | Strive to provide adequate broadband and cellular service in Isleton. (Source: New)  |
| POLICY-H-6.3 | Support creative solutions to address affordable housing within the FEMA-identified floodplain (e.g. ADUs above garage structures, elevated manufactured homes, and other engineered solutions that meet Isleton’s floodplain regulations).(Source: New) |
| POLICY-H-6.4 | Require all new dwelling units to meet current state requirements for energy efficiency and encourage retrofitting of existing units. (Source: Existing Policy H-7.1)  |
| POLICY-H-6.5 | Encourage energy efficiency in new land use patterns to the extent possible. (Source: Existing Policy H-7.2)   |

- **Action-H-6.1 Improve Sewer Capacity.** Continue to work to improve the sewer system to ensure adequate capacity is available to serve existing and future development. Monitor sewer issues in the city, analyze and, if necessary, revise the city’s strategy for improving the sewer system to ensure there will be adequate infrastructure to accommodate the city’s share of the regional housing needs. (Source: Existing Action 5.3, modified)

**Responsibility:** Public Works, City Manager, Council

**Time Frame:** To the extend City has resources, completion of sewer service master plan completion of sewer study, 2024; development of implementation plan and initiation of construction by end of planning period.

**Funding:** Grant funding needed

**Quantified Objective:** Completion of sewer study, implementation plan, construction of upgrades initiated by end of planning period.

- **Action-H-6.2 Affordable Housing Prioritized for Sewer.** Establish written policies and procedures that grant priority for sewer to proposed development that includes housing affordable to lower-income households, in compliance with Cal. Gov't Code § 65589.7. Coordinate with California Water service on similar policies for drinking water.

*Responsibility: Public Works, City Manager, Council*

*Time Frame: 2023; ongoing coordination with Cal Water.*

*Funding: City General Fund (staff resources) to apply; grant funding such as FEMA BRIC*

*Quantified Objective: Application submitted for infrastructure upgrades during the planning period.*

- **Action-H-6.3 Local, State, and Federal Funding for Infrastructure.** Pursue funding for infrastructure that will support infill properties that can be used for residential development. (Source: New).

*Responsibility: Public Works, City Manager, Council*

*Time Frame: Ongoing; funding applied for at least once during planning period.*

*Funding: City General Fund (staff resources) to apply; grant funding such as FEMA BRIC*

*Quantified Objective: Application submitted for infrastructure upgrades during the planning period.*

- **Action-H-6.4 Coordinate to Improve Flood Protection.** Coordinate with other agencies and the private sector to seek funding and technical assistance to repair and improve the Sacramento River levee and the Slough levee around the City in an effort to achieve FEMA/National Flood Insurance Program approval status. Monitor flood risk in the city and shall analyze the impact of flooding on the City's ability to accommodate its share of the regional housing needs by 2023. If flooding is found to impact the City's ability to accommodate the remaining RHNA, strive to develop a new strategy to meet the RHNA. (Existing Action 5.4, modified)

*Responsibility: Public Works Department, City Manager, City Council*

*Time Frame: Long-term. By end of planning period, levee integrity study complete (outside project);*

*potential implementation actions identified*

**Funding:** *City General Fund (staff resources); grant funding if implementation is identified*

**Quantified Objective:** *Levee integrity study complete (outside project); potential implementation actions identified by end of planning period.*

- **Action-H-6.5 Broadband and Cellular Funding.** Pursue funding for infrastructure that will attract broadband projects to achieve goal-minimum download speeds of 100 Mbps and cellular coverage throughout the City. (*Source: New*).

**Responsibility:** *Public Works, City Manager, Council*

**Time Frame:** *Ongoing*

**Funding:** *City General Fund (staff resources) to apply; grant funding such California Advanced Services Fund (CASF)*

**Quantified Objective:** *Application submitted or partnership developed during the planning period.*

- **Action-H-6.6 Encourage Participation in Energy Efficiency Programs.** Work with PG&E to encourage existing residents to participate in energy efficiency retrofit and weatherization programs. The City will consider sponsoring an energy awareness program, in conjunction with PG&E to educate residents about the benefits of various retrofit programs. (*Source: Existing Action 6.1*)

**Responsibility:** *City staff, Planning Commission, Council*

**Time Frame:** *Ongoing*

**Funding:** *City General Fund (staff resources)*

**Quantified Objective:** *Expedited approvals for rooftop solar; residential solar information linked from City website.*

- **Action-H-6.7 Enforce Standards for Energy Efficiency.** Require all new construction to demonstrate compliance with Title 24 mandates during the planning and design process using energy efficiency calculations approved by the State. (*Source: Existing Action 6.2, modified*)

**Responsibility:** *Planning*

**Time Frame:** *Ongoing*

**Funding:** *City General Fund (staff resources)*

***Quantified Objective: Title 24 compliance in all new construction.***

**Attachment 4**  
**City Council/Planning Commission Housing Element Review Opportunities**

**From:** James Gates <[jamesgates@cityofisleton.com](mailto:jamesgates@cityofisleton.com)>  
**Sent:** Friday, May 7, 2021 10:41 AM  
**To:** [jamesgates@cityofisleton.com](mailto:jamesgates@cityofisleton.com)  
**Cc:** Torie Jarvis <[torie@dynamicplanning.co](mailto:torie@dynamicplanning.co)>; Brian Greer <[Brian@dynamicplanning.co](mailto:Brian@dynamicplanning.co)>; Ethan E. Mobley <[ethan@dynamicplanning.co](mailto:ethan@dynamicplanning.co)>; [cbergson@cityofisleton.com](mailto:cbergson@cityofisleton.com)  
**Subject:** Housing Element and Background Report

Good morning Council and Commission,

I'm forwarding the below message and attachments on behalf of our General Plan update consultants Dynamic Planning + Science, who have been working tirelessly to deliver high quality results on a tight schedule.

Please, let me know if you have any questions.

“Councilors and Commissioners:

DP+S is pleased to present for your review the draft updated Housing Element of the City's General Plan and its accompanying Background Report.

For City Review:

- [Link to the Updated General Plan Housing Element.](#)
- [Link to the Updated General Plan Housing Element Background Report.](#)
- Both of these documents are collaborative PDFs. [Please click here for instructions.](#)

We will present on these documents at the May 11th City Council Meeting and request approval (no resolution needed) to submit to the California Department Housing and Community Development (HCD) by Friday, May 14th. This is an important deadline to ensure the City is able to continue 8-year update cycles instead of every 5 years!

We are requesting feedback on these documents by June 4th. We anticipate a second, revised submittal to HCD approximately a month later (mid-June) to incorporate recent state guidance on a Jan. 2021 fair housing assessment requirement added to the housing element; and to provide information on the May 14th open house.

A memorandum from Dynamic Planning + Science, attached, reviews these documents and next steps in more detail.

Please also plan to attend the public open house, Friday May 14th from 12 – 2 PM. We'll have games, prizes, and food on the lawn of the City Hall. A flier is attached and keep



your eyes peeled for banners on Main Street this weekend! We look forward to seeing you all.

The DP+S Team”

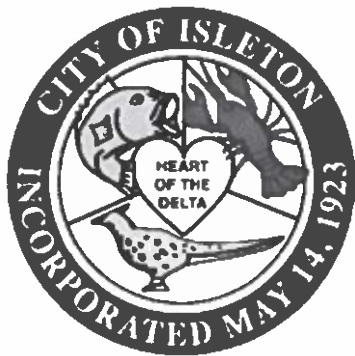
Thank you,

James Gates

*City of Isleton*

*Assistant Planner &  
Public Works Analyst*

916-777-7770



## MEMORANDUM

TO: City of Isleton City Council, Planning Commission, and Staff

FROM: Dynamic Planning + Science

DATE: May 6, 2021

### RE: ISLETON GENERAL PLAN HOUSING ELEMENT AND BACKGROUND REPORT READY FOR REVIEW

Councilors, Commissioners, and City Staff:

We are pleased to present for your review the draft updated Housing Element and Housing Element Background Report for the City's General Plan.

**[Link to the Updated General Plan Housing Element.](#)**

**[Link to the Updated General Plan Housing Element Background Report.](#)**

Both of these documents are collaborative PDFs [Please click here for instructions.](#)

We will present on these documents at the May 11<sup>th</sup> City Council Meeting and request approval (no resolution needed) to submit to the California Department Housing and Community Development (HCD) by Friday, May 14<sup>th</sup>. This is an important deadline to ensure the City is able to continue 8-year update cycles instead of every 5 years!

**We are requesting feedback on these documents by June 4<sup>th</sup>.** We anticipate a second, revised submittal to HCD approximately a month later (mid-June) to incorporate recent state guidance on a Jan. 2021 fair housing assessment requirement added to the housing element; and to provide information on the May 14<sup>th</sup> open house.

HCD review lasts 60 days at the most. We will then go to public comment and initiate review under the California Environmental Quality Act (CEQA) with an anticipated negative declaration in mid-July. City Council will formally adopt the Housing Element immediately after the public and CEQA processes.

This Element is the culmination of feedback received from the City Council and Planning Commission during a joint meeting in March, as well as consideration of the Existing Conditions memo (Oct. 2020); the City's existing 2014 Housing Element; the 2017 Opportunities, Constraints, and Vision Report; and updated regulatory requirements.

**We are also hosting a public open house for the general plan update (land use, safety, housing, and circulation elements) on May 14th from 12-2 PM with activities, pizza, and snacks on the lawn of the City Hall. Please save the date and spread the word!**

Please feel free to provide comments to Torie via email ([torie@dynamicplanning.co](mailto:torie@dynamicplanning.co)) or phone (970-323-4330) as well. And please reach out with any issues or questions.

Thank you!

**Ethan Mobley**

Project Manager

[ethan@dynamicplanning.co](mailto:ethan@dynamicplanning.co)

970-323-4331

**Torie Jarvis**

Outreach / Planning Manager

[torie@dynamicplanning.co](mailto:torie@dynamicplanning.co)

970-323-4330



# City of Isleton

## City Council Staff Report

DATE: January 30, 2023

ITEM#: 8.A

CATEGORY: New Business

### **RATIFICATION OF DECLARATION OF STATE OF EMERGENCY RESULTING FROM WINTER STORMS ISSUED ON JANUARY 19, 2023**

#### **SUMMARY**

Pursuant to California Government Code Section 8630(a) A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by the governing body.

#### **DISCUSSION**

The City has been providing ongoing operational response activities and continuing area damage assessments due to the 2023 Winter storms, particularly in sewer system ponds and areas of the City where additional impact, have diverted local resources from day to day operations, and the impacts of these storms are beyond the control of personnel, services, equipment and budget of the City.

The County of Sacramento declared local emergency on December 31, 2022, Governor Newsom signed Proclamation of a State of Emergency due to Winter Storms on January 4, 2023, the President of the United States declared State of Emergency in the State of California identifying the County of Sacramento on January 8, 2023 and

#### **FISCAL IMPACT**

The City will be applying for FEMA emergency relief funds to refurbish the funds used to mitigate the storm damages through Sacramento County Office of Emergency Services.

#### **RECOMMENDATION**

It is recommended City Council ratify the City of Isleton Declaration State of Emergency, Declaration by the Mayor of the City of State of Emergency Resulting from Winter Storms


#### **ATTACHMENT**

1. City of Isleton Declaration State of Emergency, Declaration by the Mayor of the City of State of Emergency Resulting from Winter Storms

Written by: Diana O'Brien

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk





**CITY OF ISLETON**

**DECLARATION STATE OF EMERGENCY**

**A DECLARATION BY THE MAYOR OF THE CITY OF ISLETON OF STATE OF EMERGENCY  
RESULTING FROM WINTER STORMS**

**WHEREAS**, pursuant to California Government Code Section 8630 (a) A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body; and

**WHEREAS**, the County of Sacramento declared local emergency due to the Severe Winter Storms of December 2022; and

**WHEREAS**, Governor Newsom signed Proclamation of a State of Emergency due to Winter Storms on January 4, 2023; and

**WHEREAS**, the President of the United States declared State of Emergency in the State of California specifically identifying the County of Sacramento on January 8, 2023.

**WHEREAS**, the volume and rate of active water flows through the Sacramento River, the Georgiana Slough, and the Delta Region groundwater, has resulted in the flooding of roads, loss of utilities, impairment of infrastructure, thereby prompting local authorities to alert the County and State emergency agencies; and

**WHEREAS**, this local emergency condition commenced on January 7, 2023; and

**WHEREAS**, the City of Isleton has been providing ongoing operational response activities and continuing area damage assessments due to the 2023 Winter storms, particularly in sewer system ponds and areas of the City where additional impact, have diverted local resources from day to day operations, and the impacts of these storms are beyond the control of personnel, services, equipment and budget of the City; and

**WHEREAS**, the City of Isleton must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to the storm and prepare and carryout plans for the protection of persons and property within the City due to this emergency, including actual or threatened existence of conditions of disaster or extreme peril including epidemics, and

**WHEREAS**, further damages are anticipated as ongoing precipitation from multiple, continuing and projected storm and events are anticipated to result in sustained runoff inflow from rivers, streams and channels which continue to impact Isleton; and

**WHEREAS**, there may be extensive damages to homes, businesses, agricultural crops, products, large animals and livestock.

**NOW, THEREFORE**, the Mayor of the City of Isleton, in accordance with the authority pursuant to Isleton Ordinance 230 and Isleton Municipal Code Chapter 5.40.060 finds that conditions to the health and safety of persons and property within the City of Isleton are threatened and hereby declares a State of Emergency in the City of Isleton.

  
\_\_\_\_\_  
Mayor Pamela Bulahan

Date: Jan 19, 2023

**ATTEST:**

By:   
Yvonne Zepeda, Deputy City Clerk





# City of Isleton

## City Council Staff Report

DATE: Mon, January 30, 2023

ITEM#: 8.B

CATEGORY: New Business

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### COUNCILMEMBER STIPEND, PROPOSED

#### SUBJECT:

It has been proposed to provide a stipend for City Councilmembers.

#### DISCUSSION

Nearly all councilmembers in California receive some form of salary and compensation for service as elected officials. The State law governing council salaries, Government Code 365165 is attached.

Annual councilmember salary rates from surrounding and similar size agencies is presented below. This data is from the website – [spreadsheets.latimes.com/city-council-salaries](https://spreadsheets.latimes.com/city-council-salaries).

	<u>Annual per member</u>
Lodi	\$21,648
Elk Grove	15,900
West Sacramento	11,879
Galt	10,763
Oakley	3,738
Ione	2,208
Weed	2,122
Winters	1,980
Williams	1,760
Willows	1,680
Mount Shasta	1,530

#### FISCAL IMPACT

The fiscal impact of Council compensation is presented below.

<u>Amount/month</u>	<u>Annual per member</u>	<u>Annual Budget</u>	<u>% of Budget</u>
\$100	\$1,200	\$6,000	0.24%
\$200	\$2,400	\$12,000	0.49%

These amounts are not considered significant impacts to the City's Budget.

#### RECOMMENDATION

It is recommended that City Council review and provide direction on Councilmember stipends.

Prepared by: City Manager, Charles Bergson





**GOVERNMENT CODE - GOV**

**TITLE 4. GOVERNMENT OF CITIES [34000 - 45345]** ( Title 4 added by Stats. 1949, Ch. 79. )

**DIVISION 3. OFFICERS [36501 - 41805]** ( Division 3 added by Stats. 1949, Ch. 79. )

**PART 1. GENERAL [36501 - 36525]** ( Part 1 added by Stats. 1949, Ch. 79. )

**36516.** (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including three hundred dollars (\$300) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including four hundred dollars (\$400) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including five hundred dollars (\$500) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including six hundred dollars (\$600) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including eight hundred dollars (\$800) per month.

(F) In cities over 250,000 population, up to and including one thousand dollars (\$1,000) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

*(Amended by Stats. 2009, Ch. 332, Sec. 68. (SB 113) Effective January 1, 2010.)*

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# City of Isleton

## Special City Council Staff Report

DATE: January 30, 2023

ITEM#: 8.C

CATEGORY: New Business

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### **CITY NIGHT PATROL SERVICES**

#### **SUMMARY**

Staff is exploring the use of a security service to patrol the City at night.

#### **DISCUSSION**

The City has investigated night patrol service in the past (2018) and declined to pursue this alternative. It is recommended that the City reconsider this alternative given the recent criminal activity and the improved fiscal position of the City. Included as part of this alternative is engaging the Main Street and other businesses' fiscal participation. Staff is seeking Council's direction to secure an agreement for night patrol services.

#### **FISCAL IMPACT**

It is estimate that this service will cost approximately \$10,000 to \$12,000 per month for an annual rate of approximately \$150,000. The City budget has been approved to absorb such costs. However, provided the City engages this alternative, Staff will seek a corresponding adjustment to the County Sheriffs contract and will seek participation by local businesses.

#### **RECOMMENDATION**

It is recommended that the City Council authorize the City Manager to negotiate an agreement for night patrol services.

Submitted by: Charles Bergson, City Manager





# City of Isleton

City Council  
Staff Report

DATE: Mon, January 30, 2023

ITEM#: 8.D

CATEGORY: New Business

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## COUNCIL AGENDA MODIFICATIONS, PROPOSED

### **SUBJECT:**

It has been proposed by Councilmember Kent to modify the format of the City Council meeting agenda. A copy of the proposed modified agenda is attached. Councilmember Kent will present this proposal

### **FISCAL IMPACT**

There is no fiscal impact associated with the item.

### **RECOMMENDATION**

It is recommended that City Council review and provide direction on the proposed Agenda modifications.

Prepared by: City Manager, Charles Bergson







**DRAFT**

**CITY OF ISLETON**

**Regular City Council Meeting Agenda**

<date> at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

**TELECONFERENCE OR IN PERSON MEETING**

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

Join Zoom Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGRIb1BpaicwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

Minutes of this meeting will be recorded, transcribed, and made available on <date> at <link>

A 10 minute recess will occur every 2 hours the Council is in session

CITY MOTTO: "Crawdad Town, USA"

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**1. OPENING CEREMONIES**

**A. Welcome & Call to Order - Mayor**

**B. Statement of Objectives - Vice Mayor**

"We, the City Council of Isleton, have been appointed through due process to enact solutions that represent the needs and wants of our citizens, individually and collectively, and to competently attend to the business of the City on their behalf. Our goal is for Isleton to become known and beloved by all as The Little Paris of the Delta."

**C. Roll Call**

**2. RECOGNITION OR ADJUSTMENT OF PRIORITIES**

**A. Debt Management and Public Safety**

**B. Code Enforcement**

**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.

- C. CUP Timeout and Clarification
- D. Water Tower
- E. 502 6<sup>th</sup> Street
- F. Delta Survey Proposal
- G. Planning Commission Housing Element

### **3. COUNCIL REPORTS AND COMMITTEE UPDATES**

- A. Mayor Pamela Bulahan
- B. Vice Mayor Paul Steele
- C. Councilmember Iva Walton
- D. Councilmember Kelly Hutson
- E. Councilmember David Kent

### **4. STAFF GENERAL REPORTS AND DISCUSSION**

- A. City Manager Report
- B. Fire Chief Report

### **5. PUBLIC COMMENT ON PRIORITIES AND REPORTS**

This is an opportunity for the public to speak to the Council on items previously discussed in this Agenda, specifically Priorities and Reports. 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 are representing, if any. The Mayor, Vice Mayor, or Councilmember will impose a time limit of 5 minutes per speaker, strictly enforced.

### **6. AGENDA CHANGES OR DELETIONS**

### **7. COMMUNICATIONS**

### **8. CONSENT CALENDAR**

### **9. PUBLIC HEARING**

### **10. OLD BUSINESS**

### **11. NEW BUSINESS**

### **12. GENERAL 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 are representing, if any. The Mayor, Vice Mayor, or Councilmember will

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impose a time limit of 5 minutes per speaker, strictly enforced.

**13. CLOSED SESSION**

**14. ADJOURNMENT**

**DRAFT**

**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](mailto:Yvonne.zepeda@cityofisleton.com) at least 48 hours prior to the meeting.

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**DRAFT**

# City of Isleton

## Special City Council Staff Report

DATE: January 30, 2023

ITEM#: 8.E

CATEGORY: New Business

### **RESOLUTION 02-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING THE CITY MANAGER TO REPRESENT THE CITY FOR THE WASTEWATER TREATMENT SYSTEM IMPROVEMENT PROJECT**

#### **SUMMARY**

The City of Isleton desires to authorize the City Manager to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Wastewater Treatment System Improvement Project.

#### **DISCUSSION**

On behalf of the City, Bennett Engineering, is assisting City submit application to the State Water Control Board for the planning, design, and construction of Wastewater Treatment System Improvement Project.

Staff is requesting City Council authorize City Manager to sign and file on behalf of the City, the financial assistance application.

#### **FISCAL IMPACT**

There is no fiscal impact for this authorizing resolution. The approximate cost that the City will be requesting as part of the Construction Grant Application is \$6,000,000. There is no anticipated match as the City is a Disadvantage Community.

#### **RECOMMENDATION**

It is recommended City Council approve Resolution 02-23 A Resolution of the City Council of the City of Isleton authorizing the City Manager to represent the City for the Wastewater Treatment System Improvement Project

#### **ATTACHMENT**

1. Resolution 02-23 A Resolution of the City Council of the City of Isleton authorizing the City Manager to represent the City for the Wastewater Treatment System Improvement Project

Written by: Diana O'Brien

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk





**RESOLUTION NO. 02-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING THE CITY MANAGER TO REPRESENT THE CITY FOR THE WASTEWATER TREATMENT SYSTEM IMPROVEMENT PROJECT**

**WHEREAS**, the City of Isleton (the "Entity") desires to authorize the City Manager (the "Authorized Representative") to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Wastewater Treatment System Improvement Project (the "Project"); and

**WHEREAS**, the Entity desires that the Authorized Representative is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto; and

**WHEREAS**, the Entity desires that the Authorized Representative is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

**WHEREAS**, the City Council has made the following findings with respect to the project:

1. This Authorized Representative or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.
2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

**NOW THEREFORE, BE IT RESOLVED** that the City Council does hereby authorize the City Manager to represent the City of Isleton for the Wastewater Treatment System Improvement Project.

The foregoing Resolution was adopted by the City Council of the City of Isleton on the 24<sup>th</sup> day of January 2023, by the following vote:

AYES: DIRECTOR \_\_\_\_\_

NOES: DIRECTOR \_\_\_\_\_

ABSENT: DIRECTOR \_\_\_\_\_

ABSTAIN: DIRECTOR \_\_\_\_\_

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Pamela Bulahan  
MAYOR





# City of Isleton

## Special City Council Staff Report

DATE: January 30, 2023

ITEM#: 8.F

CATEGORY: New Business

### **DELTA RESIDENTS SURVEY PRESENTATION FROM DELTA STEWARDSHIP COUNCIL; RECEIVE**

#### **SUMMARY**

Dr. Jessica Rudnick, Social Science Extension Specialist for the Delta and Annie Merritt, Environmental Scientist with Delta Stewardship Council will be presenting the Delta Resident Survey Presentation.

#### **DISCUSSION**

The objectives of the Delta Residents Survey are to building baseline data, capture demographically and geographically representative data of Delta residents, develop understanding and capacity to measure social change over time and opportunity to have residents' perspectives and voices directly represented in important management decisions for the Delta.

#### **FISCAL IMPACT**

There is no fiscal impact for this presentation.

#### **RECOMMENDATION**

It is recommended City Council receive the Delta Stewardship Council Delta Residents Survey presentation.

#### **ATTACHMENT**

1. Delta Stewardship Council Delta Residents Survey presentation

Written by: Diana O'Brien

Reviewed by: Charles Bergson, City Manager

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



# Delta Residents Survey



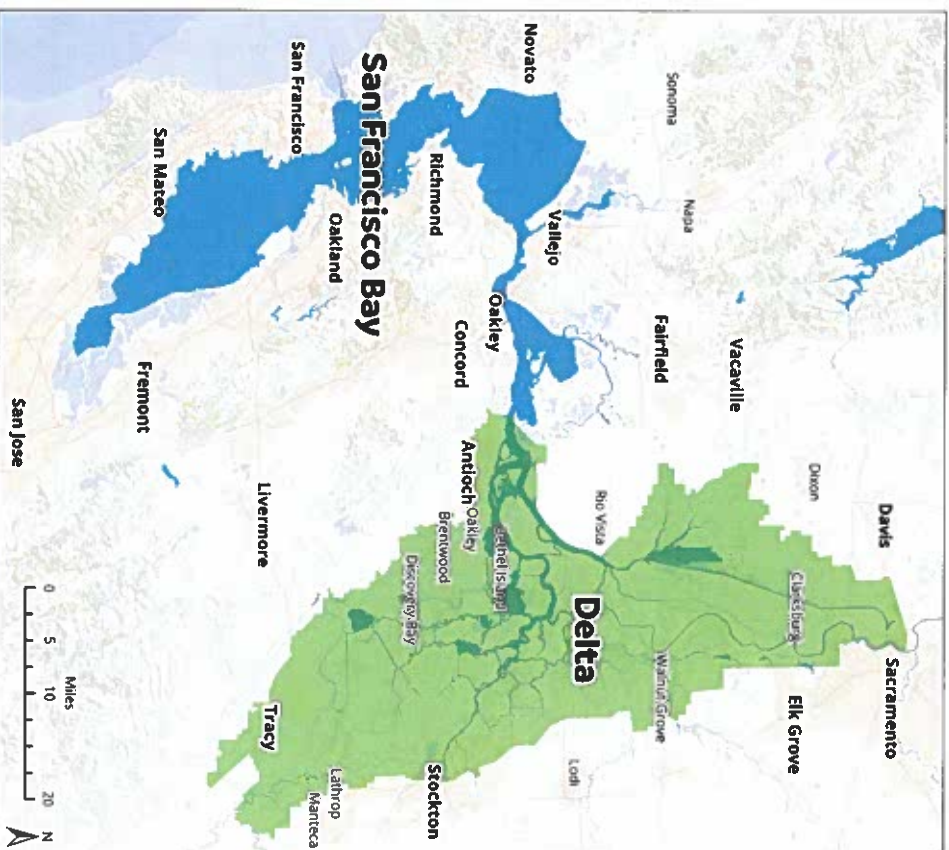
*Aerial photo of Rio Vista*

Dr. Jessica Rudnick, Social Science Extension Specialist for the Delta  
[jrudnick@ucsd.edu](mailto:jrudnick@ucsd.edu) | (916) - 902-6596



**Delta  
Science  
Program**  
DELTA STEWARDSHIP CN.

# Sacramento San Joaquin Delta



- Largest estuary on West Coast
- Upstream of SF Bay in the confluence of many rivers (Sacramento, San Joaquin, Mokelumne, Consumnes and Stanislaus)
- Population:
  - ~1/2 million residents in Delta proper
  - Rural agricultural center
  - Urban and suburban corners: Sacramento, West Sacramento, Stockton, Manteca, Tracy, Brentwood, Oakley, Pittsburg, Antioch
- Values and uses: agriculture, recreation (fishing, boating, parks), cultural and historical sites, water hub, important ecosystem

# Objectives of Delta Residents Survey



## Delta Visitor Survey



Please type the web address below into your browser  
[DeltaVisitorSurvey.com](http://DeltaVisitorSurvey.com)  
Thank you for your participation!

Let us know  
what you think!



## The Economic Impact of Recreational Boating and Fishing in the Delta



George Calabun □ Bruce McWilliam □ Vicky Paulson □ Cheryl Brown

Department of Agricultural and Resource Economics  
University of California at Berkeley  
November 1998

- Build **baseline data**:
  - Well-being & sense of place
  - Environmental and climate change impacts
- Capture **demographically & geographically representative** data of Delta residents
- Develop understanding & capacity to measure **social change over time**
- Opportunity to have **residents' perspectives & voices directly represented** in important management decisions for the Delta

# Themes in 2023 Delta Residents Survey

## Well-being & sense of place

- Understand how residents identify with the region & estuary
- Focus on residents' values, perspectives on management issues, stewardship behaviors, sense of place



## Environmental change & impacts

- Experiences and observations of environmental changes
- Impacts from drought, floods, heat
- Adaptation priorities & preferences

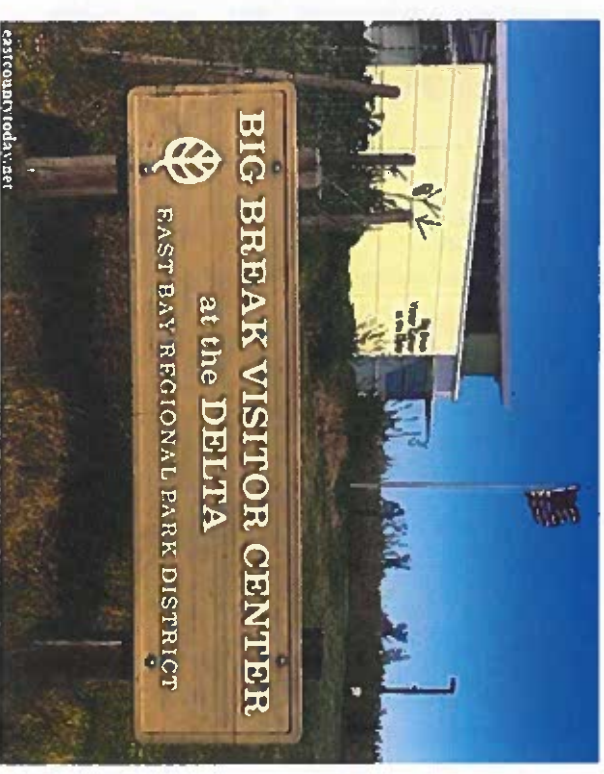
# Survey Question Examples

## Well-being: health, values, community, representation

- Sample of topics:
  - Values and priorities
  - Responsibility and stewardship
  - Family and self well-being
  - Socioeconomic factors

## Sense of place: connections to Delta community and landscape

- Sample of topics:
  - Identifying with landscape
  - Heritage and history
  - Community connections
  - Use of landscape and resources



Big Break  
Regional  
Shoreline



Historic Locke

# Survey Question Examples

Environmental change & impacts: experiences and observations of change

- Sample of topics:
  - Impacts from drought, floods, heat, and other environmental phenomena
  - Adaptation priorities & preferences
  - Perspectives on institutions managing the Delta



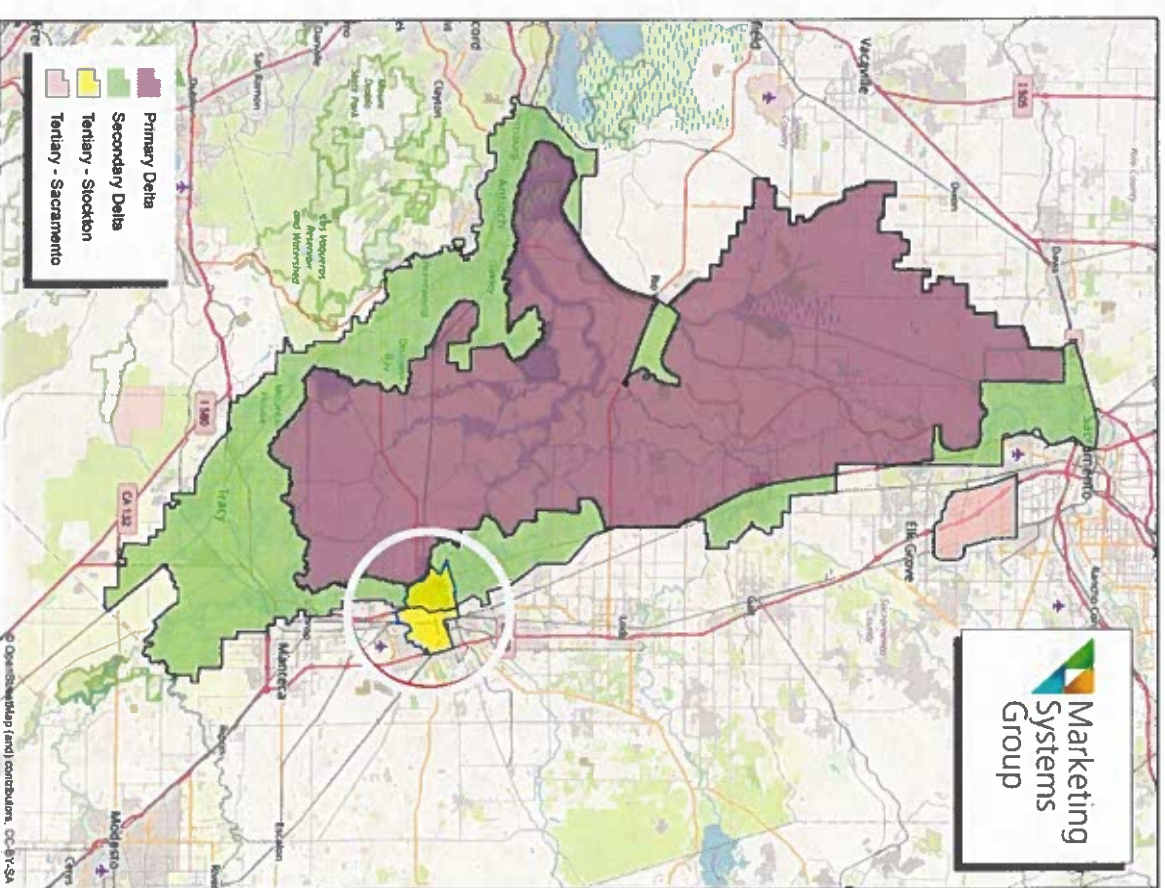
Chronicle / Frederic Larson

Levee break Bacon Island 2004



# Who should participate?

- Mail letter invitations with link/ QR code to online survey (Hard copies mailed upon request)
- **Invitations to:**
  - **Rural Delta (Purple Zone):** ~100% households (~4,300 households)
  - **Urban & Suburban Delta (Green Zone) – includes Stockton, Sacramento, Antioch, Pittsburg, Brentwood, Oakley, Tracy, Manteca:** ~25% random sample (~60,000 households)
  - **Nearby urban areas (Yellow/ Pink Zones):** ~25% random sample (~17,000 households)
- **Translated into Spanish**
- **\$5 incentives to participants**



# Can you help us spread the word???

Please share on listservs, newsletters, social media, community meetings, etc.

SAVE THE DATE

## 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](mailto: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.



Delta  
Science  
Program  
DELTA STRATEGIC PLAN

COMING TO YOUR MAILBOX:   
THE DELTA RESIDENTS SURVEY!

SHARE YOUR THOUGHTS ON  
WHAT THE DELTA MEANS  
TO YOU.



For more information, visit our  
webpage to learn more about  
the who/what/where/when/  
why of the survey!



# Thank You!

Please reach out with questions or comments  
to Project Lead: Jessica Rudnick at  
[jrudnick@ucsd.edu](mailto:jrudnick@ucsd.edu) or (916) 902-6596

