

# City of Isleton

City Council  
Staff Report

DATE: October 24, 2023

ITEM#: 4.A

CATEGORY: Communications

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1. **PLANNING COMMISSIONER RUBY FOWLER RESIGNATION FROM PLANNING COMMISSION.**
2. **CALTRANS CELEBRATE ISLETON'S BRIDGE 100<sup>TH</sup> YEAR OF SERVICE**

## **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 



## Charles Bergson

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**From:** Ruby Fowler <rubyfowler@gmail.com>  
**Sent:** Wednesday, October 11, 2023 9:08 PM  
**To:** Charles Bergson; Yvonne; Diana O'brien; ivawalton@cityofisleton.com; David Kent; Pam Bulahan; kellyscrayfish@gmail.com; michelle burke; Mandy Elder; Jack Chima  
**Subject:** Resignation from Planning Commission for City of Isleton

To the City Council and Planning Commissioners:

Earlier today, I tendered my resignation as a Planning Commissioner for the City of Isleton. Though I have very much enjoyed serving in this capacity, stepping down is something I have been contemplating for a while. In the past year, my partner and I have been running full steam ahead to open our coffee business and it has been all consuming -- particularly now that we are operational. I had hoped that I could be both a small business owner and public servant, but the time management challenges are too difficult to manage at this time.

I recently ran afoul of the Fair Political Practices Commission by missing a couple of important economic interest disclosure deadlines, which created more work and inconvenience for city staff. Certainly not the end of the world, but it did essentially drive home that I am spread too thin to effectively meet my obligations. Being a commissioner involves quite a bit of "homework" if one is to be informed and effective, and lately I feel I have been flying by the seat of my pants. The work of the commission deserves better effort than that.

My hope is that your next appointment to the commission will be someone who can offer a greater element of expertise, institutional knowledge, and an affinity for objectivity and problem solving, while keeping a keen eye on prioritizing Main Street revitalization.

I want to thank the council for allowing me the opportunity to serve the City of Isleton. To my fellow commissioners, thank you for giving me room at the table, And, sincerest thanks to all the folks at city hall -- Yvonne, Diana, Dawn, Nancy, Chuck -- thank you for your unwavering professionalism. Best to all.

**RECEIVED**  
OCT 12 2023



## Yvonne Zepeda

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**From:** Chinchilla, Hector@DOT <Hector.Chinchilla@dot.ca.gov>  
**Sent:** Tuesday, October 17, 2023 2:52 PM  
**To:** DianaO'Brien@cityofisleton.com; yvonne.zepeda@cityofisleton.com  
**Cc:** Diaz, Donna M@DOT; Jacala, Vince@DOT  
**Subject:** Caltrans Celebrates Isleton 100 Years- Friday, Oct. 27th, 2023.

**Importance:** High

Hi Yvonne,

I am Caltrans Public Information Officer for District 4 ( Solano & Napa Counties) & I spoke with Diana today to let the City of Isleton know that Caltrans will be celebrating the Isleton 100 year of services next Friday, October 27<sup>th</sup>.

We would like to invite the City of Isleton to attend and before we send the invites, we are hoping that Mayor Bulahan could speak and if they are unavailable if any of the council members would like a slot to speak at the event. It would only be a minute long and we would let you know by this Friday on the list of the other speakers.

Please let me know if you have any questions for me or would like to chat further. Thank you!

Sincerely,

Hector Chinchilla  
Public Information Officer  
Caltrans Bay Area ( District 4)  
510-421-8040



# City of Isleton

## Special City Council Staff Report

DATE: October 24, 2023

ITEM#: 6A

CATEGORY: Public Hearing

### **DELTA QUEEN LODGE, 34 MAIN STREET – HISTORIC PRESERVATION, VIOLATION**

#### **SUMMARY**

On October 10, 2023, the City Council set the Delta Queen Lodge, 34 Main Street violation hearing date for tonight regarding the Isleton Historic Preservation Board (IHRB) reporting that the subject building has violated the City's Historic Preservation Ordinance (Ord 2023-02) and recommending sanctions.

#### **SUBJECT**

The IHRB is reporting to Council a violation of the City's Preservation Code and recommending sanctions on the subject property; see attached IHRB letter.

This Ordinance requires buildings to obtain a certificate of appropriateness (COA) prior to conducting any work on a building in the Historic District (Sect 1.09). The subject property did not obtain a COA for recent work (see attached IHRB report). The Delta Queen conducted alterations to the building exterior and new construction without a Certificate.

It is noted in the Ordinance that Council is to be "sensitive to the competing needs preserving its heritage as provided herein while at the same time avoiding unnecessary regulation of private property" - Ord section (1.01) Purpose.

The Applicant has acknowledged the absence of obtaining a COA and has complied with City building codes. Given that the Delta Queen is an active business in the City Central Business District, has acknowledged the COA requirements, and that this historic preservation matters are still in the development stage (two reviews in over seven years), an alternative to the Board's recommendation is return the matter to the Board with direction to distinguish between "minor" and "major" repairs and modifications.

#### **FISCAL IMPACT**

There is no fiscal impact with this action.

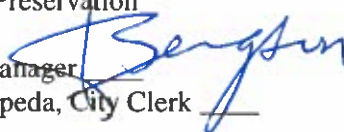
#### **RECOMMENDATION**

It is recommended that City Council find 34 Main Street Historic Preservation Violation be returned to the Isleton Historic Review Board with direction.

#### **ATTACHMENTS**

- Report from the IHRB, June 2023
- Isleton Ordinance 05-2011, Historic Preservation

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







**IHPRB REVIEW FINDINGS**

COA for 34 Main Street, Isleton CA: Dated 30 MAY 2023, HVAC Installation

Approved

Disapproved

Pending

**COMMENTS**

Note1: This COA is "Disapproved" because the owner proceeded with work without applying for proper building permits and COA. This COA was submitted after the Isleton Ordinance Officer red tagged work being performed on 34 Main Street.

Note 2: The Isleton Building Inspector has "first look" at submitted COA's. This is done so the scope of work can be determined to be either "major" or "minor". If the project is determined to be major, a meeting is triggered with the building department and the IHPRB as a minimum. If needed, other city departments can be included such as the fire department, and other city staff. This meeting is done to clarify the needs of the owner, as well as the requirements of the city, so that all work can then proceed in a safe and compliant manner. In this instance, this was not done, with the owner completing the majority of the work before being red tagged. Numerous perforations were made in load bearing walls to install HVAC systems, no structural plans were reviewed because the permitting process was disregarded. The potential for safety and liability issues are now in question. Can the city and those who allowed the work to be executed, be held liable for allowing unsafe, and unpermitted work? The answer is yes. For this reason, the IHPRB will not be complicit in allowing such work to proceed, and is thus the main reason for COA disapproval.

Note 3: In the belated COA, submitted by the owner, the Building Inspector does state that this project is categorized as "major" with the following quote, "...penetrations through exterior wall on a commercial building usually requires structural plans to be submitted to Building department."

Note 4: Per paragraph 1.21 of Ordinance 05-2011 "Unsafe or Dangerous Conditions", if the question of public safety can be rectified in the professional opinion of the building official, then the unpermitted work can continue.

**Note 5: The IHPRB does recommend to the City Council that civil penalties be enacted against the owner of 34 Main Street as per Ordinance 05-2011. Reason; the COA permitting process was disregarded creating potential liabilities for all parties involved, as well as altering the visual structure of the building without obtaining prior approval.**

**Penalties per Ordinance 05-2011:**

**1.23 A. Misdemeanor – Violation of any provision in this chapter shall constitute a misdemeanor.**

**C. Civil Penalties – Any person which causes substantial alteration of a structure, shall be liable for a civil penalty...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 of a 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 24 months from the date the city becomes aware of the unauthorized alteration. The purpose of the moratorium is to provide the city an opportunity to study and determine appropriate mitigation measures for the alteration, and to insure measures are incorporated into any future development plans and approvals for the subject property.**

**Note 6: Regarding 34 Main Street, as being a "non-contributor", and therefore the work in question "should be allowed" is a hypothetical. The fact is, unpermitted work was conducted in disregard to city compliance. The irony being, the probability that such alteration could have been allowed was likely, with maybe minor provisions, but we will never now know. Being a "non-contributor" does not allow for a building to stand apart, it contributes to the integrity of the district. It is the district that allows for all buildings, historically significant or not, to take part in the benefits that the historic district allows (tax credits, grant monies via CLG status, etc). The historic district can lose its status and benefits if the "integrity" of the district comes under question.**

**Note 7: The owner of 34 Main Street has the right to appeal any decisions made by the building official and or IHPRB per paragraph 1.15 of Ordinance 05-2011.**

**Note 8: No further COA's submitted by 34 Main Street will be approved by the IHPRB pending final decision and outcome by the city council.**

COA reviewed (IHPRB)

Signature:



Date of Review:

6-2-2023

**APPLICATION FOR  
CERTIFICATE OF APPROPRIATENESS (COA)  
PRESERVATION CHECKLIST**

This checklist is based upon the Federal Department of the Secretary of Interior's Standards which the City of Isleton has adopted for preservation, and is to be used as a guide to insure work done on properties within the Isleton Asian-American District are in compliance. Refer to the Isleton Asian American National Register District Design Guidelines to determine the extent of requirements

Upon completion of this Preservation Checklist please return it to Isleton City Hall for review. Upon completion of review of your COA you will be notified by mail as to the results. Note: Review your information to insure it is correct and complete. Depending on the scope of work to be performed, you could be required to attend a preconstruction meeting (as determined by the Isleton Building Department) and or, to attend an Isleton Historic Preservation Review Board (IHPRB) meeting to discuss your COA plans.

**NOTE: COA will not be accepted without photographs**

Photos of your structure are required; photos must be current to date, all sides of the structure will be photographed annotated with orientation of view (i.e. North, South, East, West)

Contact Information of person applying for COA (Name/Address/Phone/Email)

MARK YANDUW  
\_\_\_\_\_  
\_\_\_\_\_

Address of property that the COA is being applied for:

34 MAIN STREET  
\_\_\_\_\_  
\_\_\_\_\_

Is Property within the boundaries of the Isleton Asian-American District?

Yes

No

If yes COA must be reviewed by Isleton Historic Preservation Review Board (IHPRB).

Is the property listed as historically contributing within the National Register District?

Yes

No

Description of work to be performed (i.e. attach drawings, photos, material samples etc)

INSTALL INDIVIDUAL HEAT UNIT INTO 10 UPSTAIRS ROOM  
HEAT WILL GO THRU WALL AND EXTEND OUTSIDE.

**ITEMS A THRU D FOR ISLETON BUILDING DEPARTMENT USE ONLY - DO NOT FILL IN**

A. Requested work to be performed is:

MAJOR; if major, a preconstruction meeting is triggered.  
Time / date, other info concerning the preconstruction meeting.

~~(N) PENETRATIONS through exterior wall on a commercial building. usually requires structural plans to be submitted to Bldg. Dept.~~

MINOR  
Comment:

B. Current condition / configuration of building documented with photographs, all sides of the building have been photo-documented with current date, time, and orientation (N-E-S-W).

Not Completed

C. Area where work is to be completed has been specified and detailed.

Not Completed.

D. Specifications and images for materials to be utilized are documented.

Not Completed

\* [Signature] 5/30/2023

**PRESERVATION**

1. Property requires stabilization until additional work may be undertaken.

- Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Structural work will not alter the features, spaces and spatial relationships that characterize the property.

- Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Distinctive materials, features, finishes and construction techniques that characterize the property are preserved.

- Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. New materials match the old in composition, design, color and texture.

- Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Work methods will not damage historic materials.

- Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Archeological controls required.

- Yes  
 No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## REHABILITATION

1 Does the planned use of the property affect distinctive materials, textures, spaces and spatial relationships?

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2 Will distinctive materials have to be removed or altered including features, spaces and spatial relationships?

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3 Conjectural, historic developmental features or elements will not be undertaken.

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4 Distinctive materials, features, finishes and construction techniques are preserved.

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5 New work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment (Note: If such new work is removed in the future, the essential form and integrity of the historic property and its environment will be unimpaired).

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESTORATION** *NA*

1. Will the properties new use reflect the restoration period?

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Removal of materials, alterations of features, spaces, and spatial relationships that characterize the period will not be undertaken.

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Documentation of work is required. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Project design is historically accurate for time period

Yes

No

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECONSTRUCTION**

*NA*

1. Is reconstruction of vanished or non-surviving portions of project required?  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Is there documentary / physical evidence to permit accurate reconstruction?  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Has a thorough archeological investigation been conducted to identify features which are essential for an accurate reconstruction?  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Will measures be used to preserve any remaining historic materials, features, and spatial relationships? If yes, please briefly describe  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.  
 Yes  
 No  
Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



6. A reconstruction will be clearly identified as a contemporary re-creation.

Yes

No

Comment: \_\_\_\_\_

\_\_\_\_\_

7. Designs that were never executed historically will not be constructed

Yes

No

Comment: \_\_\_\_\_

\_\_\_\_\_

Signature of Applicant: M. J. [Signature]  
Date Submitted: 5-30-23

**OFFICE USE**

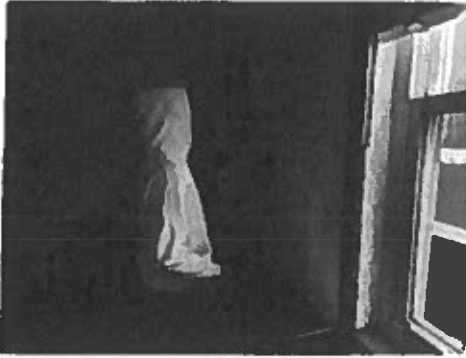
COA submitted for review (Received by City Hall)  
Signature: [Signature]  
Date Submitted: May 30, 2023

COA received for review (Received by IHPRB)  
Signature: [Signature]  
Date received: 5-31-2023

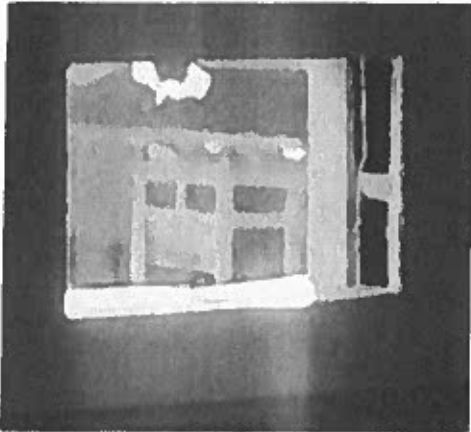
COA reviewed (IHPRB)  
Signature: [Signature]  
Date of review: 6-2-2023



34 Main Street, Isleton HVAC Photos



Each unit was individually surveyed and placed after scanning the walls.



The photo on the left is the opening in Room 29, note the numerous layers of exterior walls.

The 3 photos below are Room 29, one of the rooms that front main street. Room entrance, wall cut, mounted unit.



34 Main Street, Isleton HVAC Photos



Wall hvacs mounted



note mounted swamp cooler

ORDINANCE NO. \_\_\_\_\_

ORDINANCE NO. 2023-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISLETON  
AMENDING ORDINANCE 05-2011 AN ORDINANCE OF THE CITY  
COUNCIL OF THE CITY OF ISLETON.**

**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. Establishment of historic review board

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 certificate of hardships and recommend to the city council whether and under what circumstances such a certificate should issue.

2. 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



ORDINANCE NO. \_\_\_\_\_

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.D. 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

ORDINANCE NO. \_\_\_\_\_

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

ORDINANCE NO. \_\_\_\_\_

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

ORDINANCE NO. \_\_\_\_\_

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

ORDINANCE NO. \_\_\_\_\_

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.

The City Clerk shall cause this ordinance to be posted at the following three (3) locations within the City within (15) days after it is certified to be entered in the Book of Ordinances of the City:

Isleton City Hall, 101 Second Street; Isleton Post Office, 202-205 Second and C Street; and the market at 106-107 Second Street.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Isleton duly held on the 28<sup>th</sup> day of February, 2023, and was approved and enacted at a duly held regular meeting or adjourned meeting of the Council held on the 28<sup>th</sup> day of February, 2023 by the following roll call vote:

**AYES:** Councilmember's Kelly Hutson, Iva Walton, David Kent, Vice Mayor Paul Steele, Mayor Pamela Bulahan.

**NOES:** None.

ORDINANCE NO.

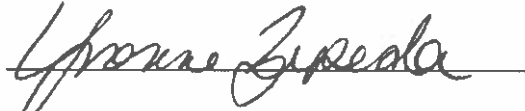
ABSTAIN: None.

ABSENT: None.



MAYOR, Pamela Bulahan

ATTEST:



DEPUTY CITY CLERK, Yvonne Zepeda





# City of Isleton

## City Council Staff Report

DATE: October 24, 2023

ITEM#: 7.A

CATEGORY: Old Business

### **UNWIRED BROADBAND, LLC LAND COMMUNICATIONS SITE LEASE AGREEMENT FOR CELL TOWER AT CORPORATION YARD**

#### **SUMMARY**

unWired Broadband LLC has met with Council's representative and staff and has submitted a lease agreement for a proposed installation of a communications pole to improve the availability of high-speed broadband services to Isleton and surrounding area.

#### **DISCUSSION**

Mark Peterson, Strategic Projects Representative with unWired Broadband, LLC presented unWired's proposal at the September 26<sup>th</sup> Council meeting and has made modifications as directed by Council. The lease agreement includes an installation of a 65 foot communication pole and transmission devices, space for equipment cabinet, compensation for access and usage of electrical service, 5-year term and renewal options and ready access to the facility for maintenance. unWired Broadband is an internet provider in Central and Northern California headquartered in Fresno. unWired is providing a monthly lease payment with provisions to increase.

unWired is also offering to provide internet access to City facilities for no charge. This web service capacity are significantly better than those of the current provider and offer future City operational savings.

#### **FISCAL IMPACT**

The lease payment is initially \$300 per month with an annual increase of 5%. City will also received internet service to City facilities at no charge with potential future operational savings.

#### **RECOMMENDATION**

It is recommended that City Council approve the unWired Broadband Site Lease Agreement.

#### **ATTACHMENTS**

1. Communications Site Lease Agreement between unWired Broadband, LLC and City of Isleton.

Written By: Diana O'Brien, Administrative Assistant  
Reviewed by: Charles Bergson, City Manager





**COMMUNICATIONS SITE LEASE AGREEMENT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease" or "Agreement") is entered into as of the latter signature date hereof ("Effective Date") by and between **unWired Broadband, LLC.**, a California Limited Liability Company ("Lessee") and **City of Isleton**, ("Lessor"), (collectively the "Parties", or individually a "Party").

- 1. Premises:** Lessor leases the real property located in Isleton, Sacramento County, California, legally described in Exhibit "A" attached hereto and made a part hereof and having Assessor's Parcel Number 157-0040-017-0000, 157-0040-018-0000 commonly known as City Yard, at 6<sup>th</sup> Street, CA 95641, coordinates 38.16186, -121.60120 ("Lessor's Property"). Subject to the terms and conditions outlined in this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a portion of the Tower as depicted on Exhibit "B" attached hereto and made a part hereof ("Premises").
- 2. Use:** The Premises may be used by Lessee to install, at Lessee's sole expense One (1) Eighty (80) foot pole ("Tower") measuring Sixty-Five (65) feet above ground level in the City Yard and use of ground space for an equipment cabinet for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission, and the reception of radio communication signals on various frequencies.
- 3. Term:** Except as otherwise agreed in writing via Amendment, the initial term of this Lease ("Term") shall be five (5) years commencing on November 1, 2023 ("Commencement Date") and ending at midnight, Pacific Time on October 30, 2028. The Term shall automatically extend for five (5) renewal period(s) of five (5) years each unless either Party provides written notice to the other of its election not to renew the Term, at least Three Hundred Sixty-Five (365) days prior to the end of the current Term. Each renewal term shall be the same terms and conditions. This Lease shall continue on a month-to-month basis with either Party having the right to terminate this Lease with three hundred sixty-five days (365) days prior written notice in the event of a holdover by Lessee on the same terms and conditions as outlined in this Lease.
- 4. Rent & Consideration:** Commencing November 01, 2023, Lessee shall pay Lessor, the sum of Three Hundred dollars (\$300) ("Rent") per month, which shall be considered compensation for the use of Lessor's Premises to install the above-mentioned pole, install and operate up to (8) radio transmitting and receiving antennae, battery backup system, and associated cable, wiring, equipment upon the Tower and equipment rack within the structure at the location as listed in Exhibit D. Rent shall be payable on the 1<sup>st</sup> day of each month, in advance, to lessor at Lessor's address specified in Paragraph 17 of this Lease. Lessee shall provide Lessor with trade connections, listed in this Agreement, which shall be considered compensation for the installation of the Tower and radio transmitting and receiving antennae and associated cable, wiring, equipment upon Tower, and equipment rack within the structure at the location. Rent shall be increased by five percent (5%) on March 1<sup>st</sup> of each year that this Lease remains in effect, commencing on November 01, 2024.

1. As consideration for the License granted by Lessor pursuant to this Agreement, Lessee shall provide Lessor, at Lessee's sole expense, with the following:
  - ii. Wireless broadband internet access as specified at locations listed in Exhibit C.
  
5. **Electrical Power:** Lessor will provide one dedicated 50-amp 2 pole breaker electrical circuit at the base of the building, to furnish electrical power to Lessee's equipment. Lessee shall pay Lessor One Hundred and Fifty Dollars (\$150.00) per month for utility costs associated with Lessee's use of the premises.
  
6. **Improvements & Access:**
  - a. Lessee shall have the right (but not the obligation) within 60 days following the full execution of this Lease, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as outlined in Paragraph 11, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of the same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate effective immediately upon that notice.
  - b. Lessee has the right to install, upgrade, modify, service, repair, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting, and receiving antennas, and including mounting equipment ("Lessee's Facilities"). In connection therewith, Lessee has the right to install utility lines and transmission lines connecting antennas to transmitters and receivers. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures.
  - c. Lessee shall have the right to enter the described premises to add, modify, upgrade, repair, service or maintain Lessee's equipment at all times. Lessee shall notify Lessor via e-mail or by phone at least 24 hours prior to installation.
  - d. Lessor shall provide access to Lessee, Lessee's employees, agents, contractors, and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install, and operate Lessee's Facilities on the Premises. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor. Designated access to the Tower shall not be changed, altered, or removed unless Lessor notifies Lessee pursuant to section 17 of this Agreement at least ninety (90) days in advance.
  - e. Lessor grants Lessee the license to use the existing road ("Road") as depicted in Exhibit B to access Lessee's leased premises during their tenancy. Lessee will not be required

to repair, replace, upgrade, modify or improve the Road or any part of the Premises. Lessor acknowledges that Lessee's use of the Road during certain weather conditions may cause muddy roads or trails. Lessee will make the best effort to prevent undue damage to the access road(s), normal wear and tear is expected.

- f. At Lessee's expense, Lessee shall have the right to install or improve utilities on Lessors' property or premises (including, but not limited to the installation of emergency backup power or to bring utilities across the property) in order to service the premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.
  - g. Lessee shall remove all Lessee's Facilities at its sole expense within ninety (90) calendar days of this Lease's cancellation, expiration, or termination of this Lease. Lessee shall surrender the Premises in the then "as-is" condition after the removal of Lessee's Facilities. Lessee will surrender all rights to the Tower to Lessor once Lessee has removed all of Lessee's Facilities after the cancellation, expiration, or termination of this Lease.
7. **Interference with Communications:** Lessor shall not permit the use of or any activity upon any portion of Lessor's Property in a way that interferes with the communications operations of Lessee. If such interference occurs due to a new Lessee, Lessor will cooperate to every extent possible to resolve the interference with Lessee's communications. Such interference of Lessee's operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference will cause irreparable harm to Lessee's operation and equipment, and therefore, Lessee shall have the right to terminate the Lease immediately upon notice to Lessor and seek monetary compensation equal to the loss of business and relocation of antennae.
8. **Termination:** This Lease may be terminated without further liability on three hundred sixty-five (365) days prior written notice: (i) by either Party upon default of any covenant, condition, or term hereof by the other Party, which default is not cured within ninety (90) days of receipt of written notice of default; or (ii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take-back of channels or change in frequencies. In addition to the remedies described herein, in the event of a default by Lessee under (i) above, the Lessor has the remedy described in California Civil Code Section 1951.4.
9. **Damage to or Destruction of Premises:**
- a. If the Premises or any building comprising the Premises are damaged or destroyed by fire or other casualty and is deemed unsafe, Lessor may terminate this Lease upon written notice to Lessee. If Lessee or its officers, directors, shareholders, agents, contractors, employees, or equipment are not the cause of the fire or other casualty, Lessor may elect to repair or construct the Premises and continue this Lease in effect.

- b. Lessee shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week to make repairs that may be necessary or advisable on account of fire or other casualty or for the maintenance of the Premises and Lessee's facilities.

**10. Condemnation:** If a condemning authority takes all of Lessor's Property or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each Party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, business dislocation expenses, bonus value of the Lease, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain (e.g., the threat of condemnation), shall be treated as taking by a condemning authority. Any award for the taking of all or any part of the Premises under condemnation or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for the diminution in value of the leasehold, for taking the property owned by Lessor, or as severance damages; provided, however, Lessee shall be entitled to any award for loss of or damage to Lessee's equipment, trade fixtures, and other personal property and, if applicable, the right to be relocated by the condemner. Notwithstanding any provision hereof to the contrary, Lessee shall have the right to assert with the condemning authority an independent claim for the value of its leasehold interest and its improvements to the Premises.

**11. Insurance:** Lessee shall maintain throughout the Term and any extension thereof the following insurance: (1) Commercial General Liability with limits of \$2,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. All insurance carried by Lessee shall be primary and contributory and Lessor shall be named as an additional insured. Proof of insurance will be provided to Lessor upon request.

**12. Lessee's Indemnity:** Except as otherwise provided, Lessee shall indemnify, defend, and hold Lessor, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees) ("Claims"): (i) incurred or suffered by Lessee or Lessee's officers, directors, shareholders, contractors, employees, agents, or equipment while on the Premises; (ii) incurred or suffered by Parties who are not a Party to this Lease and which are caused by any acts or omissions of the Lessee under the terms of this Lease; and (iii) incurred or suffered by any Party as a result of the equipment installed and/or constructed on the Premises by Lessee. Lessee's duty to indemnify will not apply to Claims arising out of the gross negligence or willful misconduct of Lessor or any violation of law by Lessor or their agents or contractors.

- a. Survival: The foregoing indemnity in (12) will survive the termination, cancellation, or expiration of this Lease.
- 13. Assignment:** Lessee shall have the right to assign its interest hereunder to any entity that owns or acquires all or substantially all of Licensee's assets or shares of ownership without the consent of Licensor. Lessee shall issue at least ninety (90) day notice to Lessor for sublease or to assign its interest in this Agreement, either directly or indirectly. Lessor may assign this Lease at any time upon ninety (90) days' prior notice to Lessee. All the terms and conditions listed in this Agreement shall stay the same and in full effect in the event of such assignment.
- 14. Title:** The signor warrants that it has full right, power, and authority to execute this Lease as a Lessor. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.
- 15. Quiet Enjoyment and Unlawful Activity:** Lessor, lessee, and any affiliates shall not engage in acts of violence or threats of violence, including but not limited to, commit waste or nuisance, annoy, molest, harass, or interfere with anyone on the site. Violations of any of the above provisions shall be a violation of the Lease Agreement and good cause for immediate termination of the Lease. Lessor further warrants that Lessee shall have quiet enjoyment of the premises during the Term of this Lease or any extension of the Term.
- 16. Repairs:** Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors, or subcontractors.
- 17. Miscellaneous:**
- a. Lessee shall have the right of first refusal to gain access to the Isleton Water Tower for use as a communication site once it is owned by the city. The Isleton Water Tower is located at 411 Union Street, Isleton CA 95641, Parcel Number 157-0026-003-0000, and coordinates 38.16212, -121.60824
  - b. If any provision of the Lease is invalid or unenforceable with respect to any Party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
  - c. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties subject to the terms of this Lease.
  - d. All notices under this Agreement shall be in writing and shall be given by personal delivery; or by registered or certified U.S. mail, postage prepaid, return receipt requested; or by email; or by facsimile if transmitted by a machine that produces a transmission report verifying the date and time of; or by overnight delivery service that

issues a receipt and addressed to the appropriate Party at the address set forth below. Notice given: (a) by personal delivery will be effective upon delivery or refusal of delivery, whichever is earlier; (b) by mail will be effective upon receipt or three (3) calendar days after the postmark date, whichever is earlier; (c) by facsimile will be effective on the date shown on the transmission receipt; (d) by email will be effective the next business day; and (e) by overnight service will be effective upon delivery or refusal of delivery, whichever is earlier. The consent, denial, or response for all requests must be provided within 3 business days.

Lessor: City of Isleton  
101 2<sup>nd</sup> Street  
Isleton, CA 95641  
(916) 777-7770  
Charles Bergson  
Phone: (916) 777-7770  
Email: [cbergson@cityofisleton.com](mailto:cbergson@cityofisleton.com)  
On-Site POC:  
Phone:  
Email:

Lessee: unWired Broadband, LLC  
ATTN: Ravipal Singh  
215 W Fallbrook Ave Suite 203  
Fresno, CA 93711  
Phone: (559) 261-4444  
Fax: (559) 261-4445  
Email: [Leasing@getunwired.com](mailto:Leasing@getunwired.com)

For payment inquiries:  
unWired Accounts Payable Department  
[AP@getunwired.com](mailto:AP@getunwired.com)

The Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other Party.

- e. This Lease shall be governed under the laws of the State of California. The Parties agree that the property venue for any lawsuit involving this Lease shall be the Fresno County Superior Court, if in state court, or the United States District Court, Eastern District of California, if in federal court. The prevailing Party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees, litigation expenses, and court costs, including appeals if any.



- f. This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts signed facsimiles and electronic copies of this Agreement shall legally bind Licensor and Licensee to the same extent as the original documents.

**18. Non-Disclosure:** The Parties agree that without the express written consent of the other Party, neither Party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such Party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either Party may disclose the terms of this Agreement to any of its affiliated entities, lenders, creditors, or any entity that owns or acquires all or substantially all of its assets or shares of ownership. Failure to comply with the above mentioned, will result in immediate breach of this Lease and the injured party may seek monetary compensation pursuant to but not limited to Section 17. d. of this Lease.

**19. Entire Agreement:** This Agreement which includes all attachments referred to above, constitutes the entire Agreement between the Parties and cannot be modified unless all Parties come to a mutual agreement and submit said Agreement in writing, signed by all Parties, except as permitted by applicable law. Neither Party has made any representations or promises other than those set forth herein. By signing below, both Parties also agree that any prior Agreement signed pertaining to City of Isleton shall be null and void and superseded by this Agreement.

*Signatures on the following page.*

IN WITNESS WHEREOF, the Parties have executed this Lease as of the latter date written below.

**LESSEE:**

**unWired Broadband, LLC**  
a California Limited Liability Company

**LESSOR:**

**City of Isleton**

By: \_\_\_\_\_  
PETER L. SORENSEN, President

By: \_\_\_\_\_  
CHARLES BERGSON, City Manger

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approver Initials \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION OF LESSOR'S PROPERTY**

Lessor's property of which Premises are a part is legally described as follows:

City of Isleton Isleton, CA

Isleton Water Tower Isleton CA

Assessor's Parcel Number: (157-0040-017-0000 & 157-0040-018-0000)

**EXHIBIT B**  
**DESCRIPTION OF PREMISES**  
**(Site Sketch & Access Road)**

**EXHIBIT C**  
**Trade Connection**

	<b>Opportunity Number</b>	<b>Plan</b>	<b>Address</b>	<b>Identifier</b>	<b>Cost</b>
<b>1</b>	<b>TBD</b>	<b>50 ASYM</b>	<b>101 Second Street Isleton, CA 95641</b>	<b>City Hall</b>	<b>TRADE CONNECTION</b>
<b>2</b>	<b>TBD</b>	<b>50 ASYM</b>	<b>100 Second Street Isleton, CA 95641</b>	<b>Fire Station</b>	<b>TRADE CONNECTION</b>
<b>3</b>	<b>TBD</b>	<b>50 ASYM</b>	<b>208/210 Jackson Street Isleton, CA 95641</b>	<b>Isleton Community Center/PD Station</b>	<b>TRADE CONNECTION</b>
<b>4</b>	<b>TBD</b>	<b>50 ASYM</b>	<b>100 Sixth Street Isleton, CA 95641</b>	<b>Public Works Yard</b>	<b>TRADE CONNECTION</b>

**EXHIBIT D**  
**Equipment List**

1. Standard cabinet w/ Eltek rectifier/power supply, (2) 48V 100Ah Lifep04 batteries, (1) Cisco switch or router, and (1) POE adapter.
2. (1) Tarana 3Ghz AP
3. (1) 3ft dish for a backbone.
4. (4) APs (Tarana or equivalent)
5. (2) dishes (one 3ft and one 2ft)









**EXHIBIT C**  
**Trade Connection**

	<b>Opportunity Number</b>	<b>Plan</b>	<b>Address</b>	<b>Identifier</b>	<b>Cost</b>
<b>1</b>	<b>TBD</b>	50 ASYM	101 Second Street Isleton, CA 95641	<b>City Hall</b>	<b>TRADE CONNECTION</b>
<b>2</b>	<b>TBD</b>	50 ASYM	100 Second Street Isleton, CA 95641	<b>Fire Station</b>	<b>TRADE CONNECTION</b>
<b>3</b>	<b>TBD</b>	50 ASYM	208/210 Jackson Street Isleton, CA 95641	<b>Isleton Community Center/PD Station</b>	<b>TRADE CONNECTION</b>
<b>4</b>	<b>TBD</b>	50 ASYM	100 Sixth Street Isleton, CA 95641	<b>Public Works Yard</b>	<b>TRADE CONNECTION</b>

**EXHIBIT D**  
**Equipment List**

1. Standard cabinet w/ Eltek rectifier/power supply, (2) 48V 100Ah Lifep04 batteries, (1) Cisco switch or router, and (1) POE adapter.
2. (1) Tarana 3Ghz AP
3. (1) 3ft dish for a backbone.
4. (4) APs (Tarana or equivalent)
5. (2) dishes (one 3ft and one 2ft)



# City of Isleton

## City Council Staff Report

DATE: October 24 2023

ITEM#: 7.B

CATEGORY: Old Business

### **SACRAMENTO TRANSPORTATION AUTHORITY BOARD OF DIRECTORS SEAT – CITIES OF ISLETON AND GALT; SACRAMENTO TRANSPORTATION AUTHORITY/CITY OF GALT PROPOSAL**

#### **SUBJECT:**

This report seeks Council consideration of the proposal from the city of Galt regarding representation in the shared Board of Directors Seat on the Sacramento Transportation Authority Board. The Sacramento Transportation Authority (STA) allocates hundreds of millions of dollars of transportation funds for Sacramento County.

#### **DISCUSSION**

The City is entitled to a shared seat on the Sacramento Transportation Authority (STA) Board pursuant to STA Resolution 2003-1182 (attached). The Isleton/Galt seat is to be held by an official “appointed by and serve during his/her term of office at the concurrent pleasure of the City Councils of the Cities of Galt and Isleton”. Staff has discovered that the seat has not had an Isleton representative for at least ten years.

Isleton is wedged between Highway 160 and Highway 12, is proximate to Interstate 5, and is traversed by State designate truck route. The City’s road and traffic facilities are in poor condition and in need of significant repair. Also, the City has no pragmatic public transportation. Representation at this Board is critical to the City’s street and traffic infrastructure.

After Isleton’s raising this matter to the attention of Galt this past June, the Galt city manager submitted a letter proposing the seat be a two- year term and that Isleton assume the role in 2025, two years from now (attached June 21 letter). The City requested a meeting with the STA and Galt to discuss and resolve this matter.

On September 25, 2023 Mayor Bulahan, Vice-Mayor Steele, and the City Manager met with the Chair, Vice-Chair and Executive Director of the STA, two Councilmembers from Galt and the Galt city manager. At this meeting Galt proposed enacting the two-year cycle of serving on this Seat commencing 2025 as shown in attachment C. The STA and city of Galt are preparing a resolution to enact this proposal and will be requesting approval from Isleton within the month.

Staff notes that this proposal requests Isleton agree to change the term of the Seat from a one year to a two year term, does not address Isleton’s absence from this Seat for at least ten years, asks the City to continue its absence an additional year (until 2025), and to endure unmet transportation needs. Nothing was tendered to Isleton in this proposal.

Separately the City has requested that the STA establish a STA Board seat for the City of Isleton.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**RECOMMENDATION**

That City Council receive and consider the Sacramento Transportation Authority/city of Galt proposal for the Isleton/Galt STA Board of Director Seat.

**Attachments:**

- A – STA Resolution 2003-1182
- B – Isleton letter to Galt, May 19, 2023
- C – Galt letter to Isleton, June 21, 2023

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda 

Reviewed by: City Manager, Charles Bergson 

RESOLUTION NO. 2003-1182

**A RESOLUTION REVISING THE COMPOSITION  
OF THE GOVERNING BODY OF THE  
SACRAMENTO TRANSPORTATION AUTHORITY**

**WHEREAS**, on March 1, 1988, the Board of Supervisors of the County of Sacramento, a political subdivision of the State of California, adopted Resolution No. 88-2000 approving initial study, creating the Sacramento Transportation Authority, and approving and authorizing execution of the Transportation Expenditure Agreement;

**WHEREAS**, on September 4, 1990, the Board adopted Resolution No. 90-2000 which revised the composition of the Governing Body of the Sacramento Transportation Authority; and

**WHEREAS**, on December 8, 1998, the Board adopted Resolution No. 98-1456 which further revised the composition of the Governing Body of the Sacramento Transportation Authority; and

**WHEREAS**, on January 28, 2003, the Board adopted Resolution No. 2003-0139 to revise the composition of the Governing Body of the Sacramento Transportation Authority, which revision was not approved by a majority of the cities with a majority of the incorporated population within the County; and

**WHEREAS**, the Board of Supervisors desires, with concurrence by a majority of the incorporated cities having a majority of the incorporated population within the County to alter the composition of the Sacramento Transportation Authority's Governing Body as revised by Resolution No. 98-1456, and to establish criteria for determining the number of representatives that each represented Entity may appoint to the Governing Body.

**NOW THEREFORE**, the Board of Supervisors of the County of Sacramento resolves, determines, and orders as follows:

1. That Resolution No. 2003-0139 be and the same is hereby rescinded.
2. That that portion of Resolution No. 98-1456 denoted as "3. Composition of Governing Body" be and the same is hereby amended, effective November 1, 2003, to read as follows:

The composition of the Governing Body of the Authority shall be as follows:

- (a) Except as hereinafter provided, the Governing Body shall consist of:

(1) Five (5) Supervisors or other elected officials of local government entities who shall be appointed by and serve during their terms of office at the pleasure of the Board of Supervisors of Sacramento County;

(2) Four (4) Council persons or other elected officials of local government entities who shall be appointed by and serve during their terms of office at the pleasure of the City Council of the City of Sacramento;

(3) One (1) Council person or other elected official of a local government entity who shall be appointed by and serve during his/her term of office at the concurrent pleasure of the City Councils of the Cities of Galt and Isleton;

(4) One (1) Council person or other elected official of a local government entity who shall be appointed by and serve during his/her term of office at the pleasure of the City Council of the City of Citrus Heights;

(5) One (1) Council person or other elected official of a local government entity who shall be appointed by and serve during his/her term of office at the pleasure of the City Council of the City of Elk Grove;

(6) One (1) Council person or other elected official of a local government entity who shall be appointed by and serve during his/her term of office at the pleasure of the City Council of the City of Folsom;

(7) One (1) Council person or other elected official of a local government entity who shall be appointed by and serve during his/her term of office at the pleasure of the City Council of the City of Rancho Cordova;

(b) The City Council of an existing or future city that attains an incorporated population of 50,000 shall appoint one (1) Council person or other elected official of a local government entity to the Governing Body. Such appointment shall become effective after the first day of July following the transmittal of annual population estimates by the California Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code. A member so appointed shall serve during his/her term of office at the pleasure of the appointing City Council.

(c) A City Council shall appoint one (1) additional Council person or other elected official of a local government entity to the Governing Body—up to a maximum of five (5)—for every 100,000 increment in its incorporated population above the threshold population of 50,000. Such appointment shall become effective after the first day of July following the transmittal of annual population estimates by the California Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code. A member so appointed will serve during his/her term of office at the pleasure of the appointing City Council.



On a motion by Supervisor Niello, seconded by Supervisor Nottoli, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 21st day of October, 2003 with the following vote, to wit:

AYES: Supervisors, Dickinson, Johnson, Niello, Nottoli, Collin

NOES: Supervisors, None

ABSTAIN: Supervisors, None

ABSENT: Supervisors, None

*Muriel P. Johnson*  
Vice Chairperson of the Board of Supervisors  
of Sacramento County, California



*Cindy H. Turner*  
Clerk of the  
Board of Supervisors

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on October 21, 2003

By *Gueryne Dewler*  
Deputy Clerk, Board of Supervisors

FILED

OCT 21 2003

BOARD OF SUPERVISORS  
BY *Cindy H. Turner*  
CLERK OF THE BOARD





# City of Isleton

101 Second Street

P.O. Box 716  
Tel: 916-777-7770

Isleton, California 95641

19 May 2023

City Council & Lorenzo Hines, City Manager  
City of Galt  
380 Civic Drive  
Galt, California 95632

Re: Sacramento Transportation Authority, Governing Body; Cities of Galt and Isleton

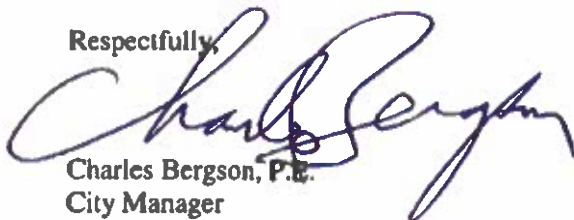
Honorable City Council and Mr Hines,

The City of Isleton requests a term to serve as representative for the cities of Galt and Isleton on the Sacramento Transportation Authority Board of Directors. The Authority Board includes a representative for Galt and Isleton to be "one Council person or other elected official of a local government entity who shall be appointed by and serve during his/her term of office at the concurrent pleasure of the City Councils of the Cities of Galt and Isleton" (STA Resolution 2003-1182).

The City of Isleton has not held this Board assignment for at least ten years. Isleton is in significant need of road and transportation improvements.

The City of Galt's favorable consideration of this request is appreciated. Should there be any questions, please do not hesitate to contact this office.

Respectfully,



Charles Bergson, P.E.  
City Manager

copy: STA Exec. Dir.





Office of the City Manager  
380 Civic Drive  
Galt, CA 95632  
209.366.7130  
www.cityofgalt.org

June 21, 2023

Mayor Bulahan, Members of the Isleton City Council,  
Charles Bergson, City Manager  
City of Isleton  
101 2nd Street  
Isleton, CA 95641

RE: Sacramento Transportation Authority (STA) Governing Body

Honorable City Council and Mr. Bergson,

We are in receipt of your letter dated May 19, 2023. Thank you for bringing this issue to our attention. In response, I propose that the cities alternate use of the STA position on a two year basis to coincide with the state election cycle. Terms to begin January of the first year, running through December of the second year. See the following proposed schedule:

Years	Designated Representative City
2023-2024	Galt
2025-2026	Isleton
2027-2028	Galt
2029-2030	Isleton
2031-2032	Galt
2033-2034	Isleton
2035-2036	Galt
2037-2038	Isleton
2039-2040	Galt

Additionally, I propose that if a Council does not have a member available for that City's term, the alternating City shall appoint one of the alternating City's Council members. Lastly, I propose that each of our Councils approve the schedule in advance to eliminate the necessity of Council concurrence on a biannual basis. I'm available to discuss further. Please let me know if you concur.

Sincerely,

Lorenzo Hines Jr., ICMA-CM, MBA, CPA  
City Manager, City of Galt

cc: Galt City Council  
Kevin Bewsey PE, Executive Director, Sacramento Transportation Authority



# City of Isleton

## City Council Staff Report

DATE: October 24, 2023

ITEM#: 8-A

CATEGORY: New Business

### **APPOINTMENT TO THE SACRAMENTO – YOLO MOSQUITO & VECTOR CONTROL DISTRICT; RE-APPOINT STACI GARDINER TO REPRESENT THE CITY OF ISLETON 4-YEAR TERM**

#### **SUMMARY**

The Council is being requested to re-appoint Staci Gardiner as representative to the Sacramento – Yolo Mosquito & Vector Control District. Mrs. Gardiner's appointment term is November 9, 2021 through November 9, 2023.

#### **DISCUSSION**

The first term of any member shall not exceed two years. Each subsequent consecutive reappointment, if any, may be for a term of two or four years, at the discretion of the appointing power.

Meetings are held monthly on the Third Tuesday of every month, 10:00a.m., at 8631 Bond Road, in Elk Grove, CA. 95624-1477. With a compensation of \$100.00 per meeting. You must reside within the District Represented and Statement of Economic Interests Required.

Staff is requesting City Council to re-appoint Mrs. Gardner's term for four years.

#### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

#### **RECOMMENDATION**

It is recommended that the City Council appoint Mrs. Gardiner to the Sacramento – Yolo Mosquito & Vector Control District for a four-year term.

Prepared by: Diana O'Brien, Admin. Asst./Grants Mgr.

Reviewed by: City Manager, Charles Bergson

Submitted by: Deputy City Clerk, Yvonne Zepeca







October 20 2023

## To the City of Isleton / City Council

I am Staci Gardiner. I would like to keep being a representative for the City of Isleton on the Governing Board at the Sacramento -Yolo Mosquito & Vector Control District.

I have already served for two years on the board and would like to continue to serve on the board.

I would like to be appointed to a four year term, November 09 2023 to November 09 2027.

Sincerely,  
Staci Gardiner

A handwritten signature in black ink that reads "Staci Gardiner". The signature is written in a cursive style with a small circle above the 'i' in "Staci" and another above the 'i' in "Gardiner".





# City of Isleton

101 Second Street, Isleton, California 95641

## CITY MANAGER REPORT

Date: 20 October 2023  
To: Mayor & City Councilmembers  
From: Charles Bergson, City Manager  
Re: City Manager Report for 24 October 2023

1. Sewage Treatment Plant status - The sewer plant is operating in a stable condition given the dry weather. The ponds have capacity. The City is still out the funds needed during the emergency storm operations and claims for funds are slow to arrive. Staff is in weekly contact with Cal Office of Emergency Services and FEMA. The sewer collection system, manholes and pipes, remain in disrepair and remain a problem and can lead to a spill during the upcoming winter. The City has not the fiscal capacity to initiate these repairs at present due to the outstanding amounts due from FEMA, the State and insurance. Have notified FEMA, the Water Quality Control Board, State Office of Emergency Services, and the insurance carriers of another spillage potential. These agencies are not alarmed.
2. The year to date financials are included. The YTD negative is due to both the Federal Emergency Management Agency and CalOffice of Emergency Services are still processing City emergency claims from the declared emergency storm of 2022-23. Also pending is an audit of sales tax by one of retailers in town causing the State Department of Tax and Fee Administration (CDTFA) to suspend a significant amount of sales tax.
3. The monthly Code Enforcement Report is attached.
4. Agenda Future Items – EcoGreen modification to City facilities, consolidation of Planning Commission with City Council, Service Awards, Budget Public Hearing, City cyber briefing, RDA Forgiveness.
5. Received many calls, visits, and queries from the media due to the 4.2 magnitude earthquake that occurred nearby at 09:29 Wednesday 18 October. No damage to report on City facilities. Contact and visits were made by Reuters International, USA Today, KCRA, KSRO, Mercury News, KTVU, KABC, Univision, Telemundo.

  
Respectfully,  
Charles Bergson, P.E.



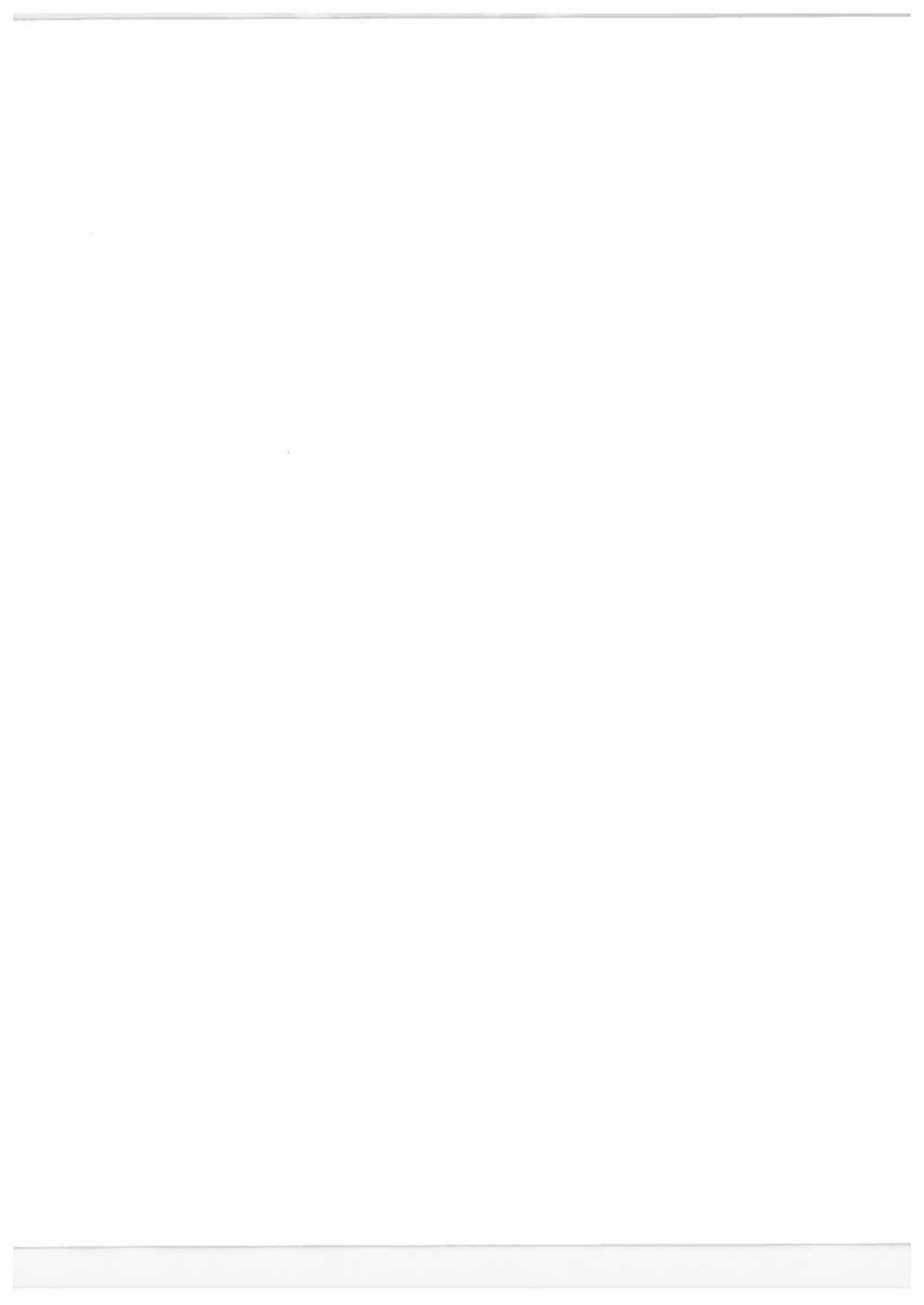
**General Fund - City of Isleton  
Profit & Loss**

**July through September 2023**

	Jul 23	Aug 23	Sep 23	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Charges for Services	5,094.93	6,579.66	3,370.72	15,045.31
Fines and Forfeitures	-42.18	42.18	50.00	50.00
Licenses and Permits	1,269.70	213.30	997.94	2,480.94
Other Revenues	0.00	131,460.78	8,448.89	139,909.67
Taxes and Assessments <sup>1</sup>	19,549.11	36,468.06	17,111.06	73,128.23
Interest Income	-1,260.22	1,289.89	0.00	29.67
Grant Income <sup>2</sup>	0.00	0.00	69,490.25	69,490.25
<b>Total Income</b>	<u>24,611.34</u>	<u>176,053.87</u>	<u>99,468.86</u>	<u>300,134.07</u>
<b>Gross Profit</b>	24,611.34	176,053.87	99,468.86	300,134.07
<b>Expense</b>				
9400023 · Bank Service Charges	0.00	0.00	20.00	20.00
09 · Grant Expense	48,991.32	36,447.77	61,438.86	146,877.95
10 · General Government	63,053.52	61,772.70	54,849.32	179,675.54
20 · Public Safety	57,186.33	36,187.90	29,071.60	122,445.83
30 · Parks & Recreation	1,415.75	2,477.16	1,964.55	5,857.46
52 · Public Ways and Facilities	13,362.45	23,878.78	21,823.47	59,064.70
53 · Community Development	8,963.12	5,730.62	4,494.08	19,187.82
56 · Non Departmental Expenses	126.44	156.66	146.97	430.07
<b>Total Expense</b>	<u>193,098.93</u>	<u>166,651.59</u>	<u>173,808.85</u>	<u>533,559.37</u>
<b>Net Ordinary Income</b>	-168,487.59	9,402.28	-74,339.99	-233,425.30
<b>Other Income/Expense</b>				
<b>Other Income</b>				
9200112 · Indirect cost allocation	1,742.16	2,227.25	1,193.51	5,162.92
<b>Total Other Income</b>	<u>1,742.16</u>	<u>2,227.25</u>	<u>1,193.51</u>	<u>5,162.92</u>
<b>Net Other Income</b>	1,742.16	2,227.25	1,193.51	5,162.92
<b>Net Income</b>	<u><u>-166,745.43</u></u>	<u><u>11,629.53</u></u>	<u><u>-73,146.48</u></u>	<u><u>-228,262.38</u></u>

1 Sales Tax Receipts of \$100,000 withheld due to Sales Tax Audit

2 Cal OES/FEMA pending payments of \$300,000 from 2023 Winter Storm



**General Fund - City of Isleton  
Checks and Withdrawals  
September, 2023**

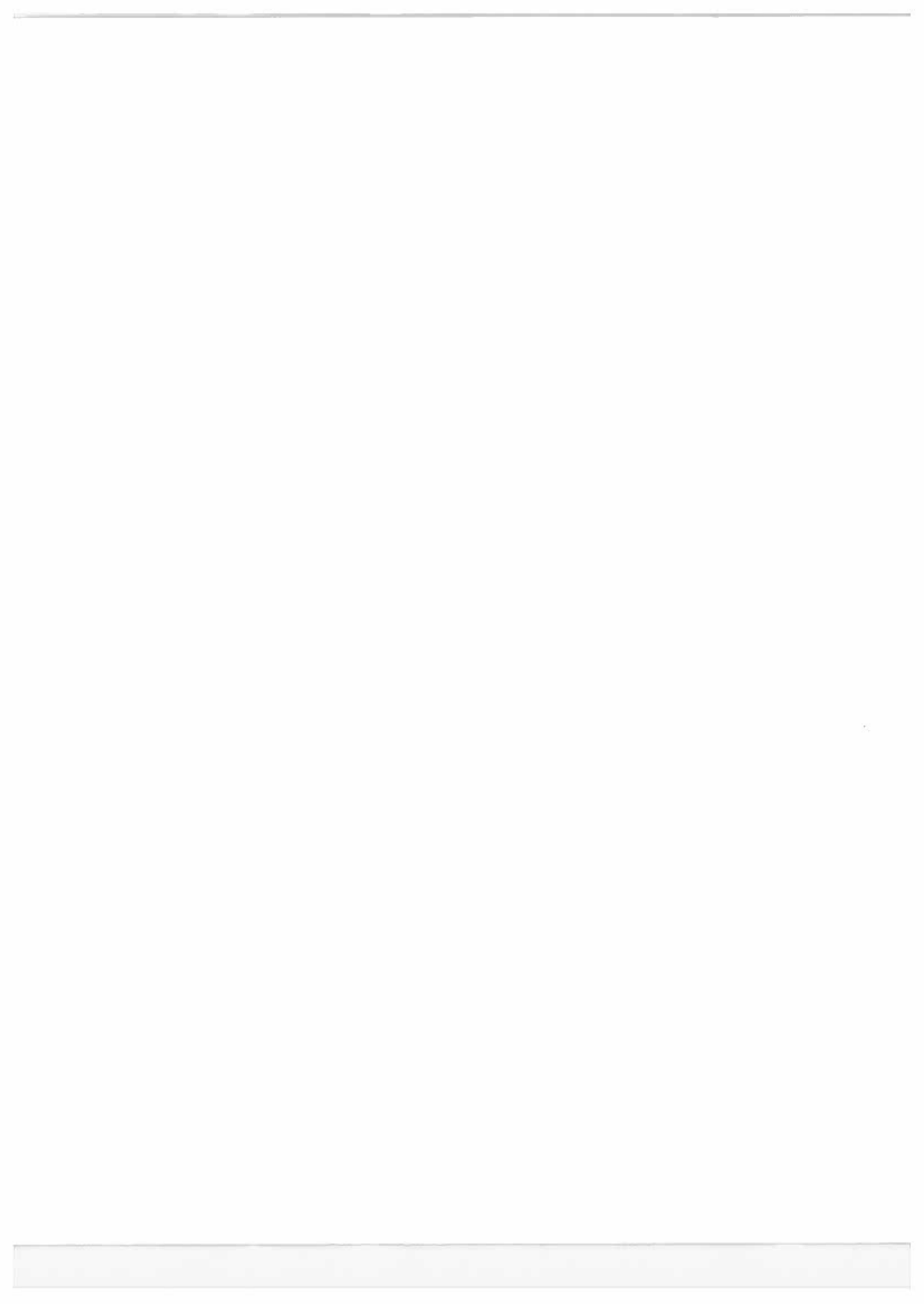
Type	Date	Num	Name	Memo	Split	Credit
Bill Pmt -Check	09/01/2023	19093	Grow West		2100000 - Accounts Payable	30.93
Bill Pmt -Check	09/01/2023	19094	RADIAL TIRE OF WALNUT GROVE		2100000 - Accounts Payable	39.11
Bill Pmt -Check	09/01/2023	19095	Brookcrest by Culligan Water		2100000 - Accounts Payable	38.85
Check	09/05/2023	eft	MerchantServices		9100022 - Bank Service Charges	146.97
Bill Pmt -Check	09/07/2023	19095	Betty Garcia	09/05/2023	2100000 - Accounts Payable	150.00
Bill Pmt -Check	09/07/2023	19097	Grow West		2100000 - Accounts Payable	83.83
Bill Pmt -Check	09/07/2023	19098	CSG Consultants	Isleton Building Official Services	2100000 - Accounts Payable	4,800.00
Bill Pmt -Check	09/07/2023	19099	RADIAL TIRE OF WALNUT GROVE		2100000 - Accounts Payable	24.00
Bill Pmt -Check	09/07/2023	19100	Aramark	5722908	2100000 - Accounts Payable	81.84
Bill Pmt -Check	09/07/2023	19102	Price Consulting Services		2100000 - Accounts Payable	2,800.00
Check	09/07/2023	19103	Pamela Bulahan	City Council Fees September 2023	7110010 - City Council Fees	100.00
Check	09/07/2023	19105	IvaWalton	September 2023	7110010 - City Council Fees	100.00
Check	09/07/2023	19106	Kelly Hutson	September 2023	7110010 - City Council Fees	100.00
Check	09/07/2023	19107	David Kent	September 2023	7110010 - City Council Fees	100.00
Bill Pmt -Check	09/07/2023	19108	Ramos Oil Company	8049	2100000 - Accounts Payable	470.05
Bill Pmt -Check	09/07/2023	19109	Dynamic Planning - CA HCD Grant	CAL OES HMGP FEMA-4344-DR-CA	2100000 - Accounts Payable	3,362.28
Bill Pmt -Check	09/07/2023	19110	Bergson, Charles L.	July 2023 Services	2100000 - Accounts Payable	9,361.67
Check	09/10/2023	ACH	Employment Development Department	LETTER 1284187024	222000 - Long-term obligation-EDD	1,000.00
Bill Pmt -Check	09/11/2023	19111	Aramark	5722908	2100000 - Accounts Payable	204.60
Bill Pmt -Check	09/11/2023	19112	State Compensation Insurance Fund	1873119-22	2100000 - Accounts Payable	4,575.92
Bill Pmt -Check	09/11/2023	19124	Small Cities Organized Risk Effort	2023-24	2100000 - Accounts Payable	10,000.00
Bill Pmt -Check	09/11/2023	ach	STANDARD INSURANCE CO.	SI0000961322LIFE001SFGORG	2100000 - Accounts Payable	67.59
Bill Pmt -Check	09/12/2023	19115	Kaiser Foundation Health Plan	Purchase # 19115-0000	2100000 - Accounts Payable	6,843.00
Bill Pmt -Check	09/12/2023	19116	PG&E- City of Isleton	7762177950-1	2100000 - Accounts Payable	69.03
Check	09/12/2023	19117	Robert McGahey	Pay Period Ending 09/08/2023	7110039 - City Emergency Red Phone	300.00
Check	09/12/2023	19118	Jory Hadden	Pay Period ending 09/08/2023	7110039 - City Emergency Red Phone	300.00
Check	09/13/2023	EIB	Paychex		7110015 - Paychex and Retirement Fees	202.70
Bill Pmt -Check	09/14/2023	19119	Acme Saw	103564	2100000 - Accounts Payable	3.21
Bill Pmt -Check	09/14/2023	19120	State Water Resources Control Board	Office of Operator Certification	2100000 - Accounts Payable	120.00
Bill Pmt -Check	09/14/2023	19121	Grow West		2100000 - Accounts Payable	49.91
Bill Pmt -Check	09/14/2023	19122	River Rats Toilets		2100000 - Accounts Payable	374.00
Bill Pmt -Check	09/14/2023	19123	River Rats Toilets		2100000 - Accounts Payable	374.00
Check	09/15/2023	HRS	Paychex		7110015 - Paychex and Retirement Fees	223.00
Bill Pmt -Check	09/18/2023	19125	Pamela Bulahan	Mileage Various	2100000 - Accounts Payable	704.32
Bill Pmt -Check	09/18/2023	19126	Aqua Sierra Controls	Repair and Install Tigermag Flow meter	2100000 - Accounts Payable	1,582.41
Bill Pmt -Check	09/19/2023	19127	Home Depot Credit Services		2100000 - Accounts Payable	642.60
Bill Pmt -Check	09/19/2023	19128	California American Water-Combined	08/04/2023 to 09/05/2023	2100000 - Accounts Payable	2,839.67
Bill Pmt -Check	09/21/2023	19129	Frontier Communications	916-777-7770	2100000 - Accounts Payable	765.51
Bill Pmt -Check	09/21/2023	19130	Providers International/Goudarzi Protect		2100000 - Accounts Payable	4,235.00
Bill Pmt -Check	09/22/2023	19135	Betty Garcia	09/19/2023	2100000 - Accounts Payable	150.00
Bill Pmt -Check	09/22/2023	19136	CAL-WASTE RECOVERY SYSTEMS	01-0037699-5	2100000 - Accounts Payable	756.85
General Journal	09/25/2023		Bay Alarm	Bounced Check# 209757761-9-11-23	1310012 - Accounts receivable	481.32
General Journal	09/25/2023		Bay Alarm	Bank service charges for bounced check# 2097:9400023	Bank Service Charges	10.00
General Journal	09/25/2023		Bay Alarm	Bounced Check# 209770275-9-12-23	1310012 - Accounts receivable	336.62
General Journal	09/25/2023		Bay Alarm	Bank service charges for bounced check# 2097:9400023	Bank Service Charges	10.00
Check	09/26/2023	19131	Robert McGahey	09/18/2023 to 09/22/2023	7110039 - City Emergency Red Phone	300.00
Check	09/26/2023	19133	DOCKERY, DEAN	09/10/2023 to 09/17/2023	7110039 - City Emergency Red Phone	300.00
Check	09/27/2023	EIB	Paychex		7110015 - Paychex and Retirement Fees	194.30
Bill Pmt -Check	09/29/2023	19137	Bennett Engineering Services Inc	Final Invoice for Sewer Master Plan	2100000 - Accounts Payable	25,493.34
Bill Pmt -Check	09/29/2023	19138	Dynamic Planning - CA HCD Grant	Final Bill for SB2 General Plan Public Utilities	2100000 - Accounts Payable	26,900.00
Bill Pmt -Check	09/29/2023	19139	Bergson, Charles L.	SB2 General Plan Public Utilities	2100000 - Accounts Payable	1,215.00
Bill Pmt -Check	09/29/2023	19140	Price Consulting Services	SB2 Public Utilities Master Plan	2100000 - Accounts Payable	2,500.00





**410 Sewer O&M - City of Isleton**  
**Profit & Loss**  
July through September 2023

	Jul 23	Aug 23	Sep 23	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
40095SW · SEWER CONNECTION FEE	-4,000.00	0.00	0.00	-4,000.00
45100SW · Sewer - Single Family - City	17,496.12	18,144.06	18,144.06	53,784.24
45101SW · Sewer - Multi Family City	10,132.63	10,132.63	10,132.63	30,397.89
45102SW · Sewer - Commercial City	8,635.34	8,707.34	8,707.34	26,050.02
45103SW · Sewer - Resident Outside City	7,584.01	7,900.01	7,821.01	23,305.03
45104SW · Sewer - Commercial Outside City	2,085.64	2,085.64	2,085.64	6,256.92
<b>Total Income</b>	41,933.74	46,969.68	46,890.68	135,794.10
<b>Gross Profit</b>	41,933.74	46,969.68	46,890.68	135,794.10
<b>Expense</b>				
71100SW · Salaries & Wage - Sewer	15,057.54	19,749.20	13,574.75	48,381.49
71101SW · Salaries/Admin Cost - Sewer	0.00	91.67	91.67	183.34
72104SW · Social Security Contr - Sewer	1,176.84	1,354.32	821.91	3,353.07
73300SW · Liability Insur SCORE - Sewer	0.00	0.00	15,000.00	15,000.00
8170000 · Uniforms	0.00	0.00	81.84	81.84
82101SW · Telephone - Sewer	245.85	156.67	157.47	559.99
82201SW · Electricity - Sewer	1,514.41	626.29	3,410.35	5,551.05
82203SW · WATER - SEWER	264.62	339.79	403.87	1,008.28
83150SW · Repairs & Maintenance Sewer	0.00	0.00	5,780.32	5,780.32
83151SW · Repairs & Maint - Sewer	1,313.46	5,855.95	2,608.97	9,778.38
83152SW · LAB TESTING	0.00	0.00	4,233.00	4,233.00
83153SW · Vehicle Parts/Repair Sewer	294.85	227.96	1,227.69	1,750.50
83830SW · Supplies - Sewer	596.75	0.00	1,845.22	2,441.97
83910SW · Fuel - Sewer	0.00	233.59	762.10	995.69
84400SW · Prof Services Sewer	0.00	0.00	1,123.00	1,123.00
84410SW · Grant - DWR Small Cmnty Waste W	224.27	0.00	0.00	224.27
<b>Total Expense</b>	20,688.59	28,635.44	51,122.16	100,446.19
<b>Net Ordinary Income</b>	21,245.15	18,334.24	-4,231.48	35,347.91
<b>Other Income/Expense</b>				
<b>Other Income</b>				
91100SW · Indirect Cost Allocation	-1,176.84	-1,354.32	-821.91	-3,353.07
<b>Total Other Income</b>	-1,176.84	-1,354.32	-821.91	-3,353.07
<b>Other Expense</b>				
90100SP · Interest Exp - Long Term Debt	0.00	0.00	45,892.31	45,892.31
<b>Total Other Expense</b>	0.00	0.00	45,892.31	45,892.31
<b>Net Other Income</b>	-1,176.84	-1,354.32	-46,714.22	-49,245.38
<b>Net Income</b>	<u>20,068.31</u>	<u>16,979.92</u>	<u>-50,945.70</u>	<u>-13,897.47</u>



**410 Sewer O&M - City of Isleton**  
**Checks and Withdrawals**  
**September 2023**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Credit</u>
Bill Pmt -Check	09/01/2023	EFT	US BANK	95,892.31
Bill Pmt -Check	09/15/2023	2461	Franklin Miller	10,000.00
General Journal	09/15/2023	CCard		1,951.52
Bill Pmt -Check	09/18/2023	2462	SRCSD	3,110.00
Bill Pmt -Check	09/19/2023	2463	Small Cities Organized Risk Effort	15,000.00
Bill Pmt -Check	09/22/2023	2464	Dolk Tractor Company	1,845.22
Bill Pmt -Check	09/22/2023	2465	Grow West	134.56





# City of Isleton

101 Second Street

P.O. Box 716

Isleton, California 95641

Tel: 916-777-7770

## Monthly Code Enforcement Report

Date: October 2023

### 1. Hazards to the Public:

The Code Enforcement Division continues its efforts to ensure the safety of the public. Enforcement activities focus on hazards present in public and private properties and address issues related to stranded and abandoned vehicles and equipment.

- 57 Main Street: An investigation is underway regarding potential violations at 57 Main Street. The Code Enforcement Division is developing a plan of action to address any identified violations and ensure compliance with the applicable regulations. There has been no response from letters mailed regarding violations of Municipal Codes. Code Enforcement has begun the Administrative Citation Process, \$500 Fine has been issued.

- Hotel Del Rio: The Code Enforcement Division is actively investigating the Hotel Del Rio. Efforts are being made to establish compliance with the property owner, and various means and measures have been requested and are currently being pursued. It has been reported that "work" was performed during nighttime hours. It was discovered that the Fire Department locks placed on the front door were cut and replaced with unknown locks; Code Enforcement, Public Works, and The Fire Chief removed the locks and reinstalled Fire Department padlocks. Several complaints have been received regarding the structure and the apparent safety hazard the building itself is now becoming. Code Enforcement and the Building Official inspected the exterior of the building and did notice a lean to the building and found significant decay and rotting of the structure. The "Red Tag" status is still active on the address.

- 18 Main Street: The Code Enforcement Division is actively investigating this address for multiple Municipal Code Violations. Code Enforcement has attempted contact with the registered property owner for these violations and has attempted to perform Rental Housing Inspection but has not been able to confirm or contact the property owner.

### 2. Main Street and Commercial Frontages:

- The City is committed to maintaining the infrastructure and pedestrian facilities along Main Street. Additionally, efforts have been initiated to educate all business owners about their obligations under the Code to keep their commercial frontages presentable, regardless of whether the business is active. Numerous addresses along Main Street have blocked or covered storefronts/windows/doors, preventing passersby from seeing inside the address. These businesses do not appear to be open to the public and confirm they are active businesses.

- Letters of non-compliance to Municipal Code Section 802, Central commercial district/residential district, sent to several properties, including 50 and 55 Main Street.

- Code Enforcement is working with City Officials in the planning and development efforts in implementing and enforcing Main Street Limited Parking Zones (Green and Yellow Zones).

### **3. General Code Enforcement:**

The Code Enforcement Division actively monitors the city to identify properties and areas not complying with Municipal Code Section 10.16.020 on Nuisances. Various conditions have been observed, including abandoned or deteriorated buildings, litter and debris, adrift household goods, property maintenance issues, and abandoned vehicles.

- Open Investigations: The Code Enforcement Division has several ongoing investigations into potential Municipal Code Violations. In addition, letters of compliance have been sent to property owners in order to address any identified violations and bring the properties into compliance with the regulations. Administrative Citations and Fines are being issued for non-compliant properties.

- City Dock: Code Enforcement received several complaints regarding vessels violating the City Municipal Code regarding overnight stay and failure to pay the docking fees for day use. Code Enforcement and the Sacramento County Sheriff Marine Unit attempted contact with one vessel tied up at the dock, but no one was on board. Code Enforcement and Sheriff Deputies placed notices on the vessel to comply with the municipal code and pay the fees, and vacate the dock.

- Rental Housing Inspections Program: Numerous rental housing inspections have been performed. Several inspections had violations/issues located/found during the inspections; those were addressed, and reports were sent to the property owners to address/fix. Code Enforcement had 23 rental inspections scheduled or reinspection conducted and has several non-compliant property owners not meeting the Rental Housing Inspection Program Municipal Code.

Code Enforcement Division was working at the time of the recent earthquake and was able to visually confirm that no immediate damages were seen within the City limits. Code Enforcement spoke with numerous residents just after the initial earthquake and ensured there were no immediate injuries sustained from the event.

These monthly code enforcement efforts are aimed at safeguarding public safety, maintaining the attractiveness of Main Street, and ensuring compliance with the Municipal Code throughout the city.

Should you have any further inquiries or require additional information, please do not hesitate to contact the Code Enforcement Division.

Nate Anderson



Code Enforcement Division  
City of Isleton