

City of Isleton

City Council Staff Report

DATE: October 22, 2024

ITEM#: 4.A

CATEGORY: Communications

**SAVE THE DATE FOR CITY COUNCIL AND STAFF – AB 1825 (SEXUAL HARASSMENT) & AB 1234 (ETHICS).
SUBJECT**

FISCAL IMPACT

This is a course for Council and Staff that is provided through SCORE our insurance company.

RECOMMENDATION

City Council receive communication and sign up for courses.

ATTACHMENT:

- Flyer of Save the Date for City Council and Staff – AB 1825 (Sexual Harassment) & AB 1234 (Ethics).

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

Reviewed by: City Manager, Uyiosa F. Oviawe ____



SAVE THE DATE | REGIONAL TRAINING WEBINAR - February 5th

AB 1825 (Sexual Harassment) & AB 1234 (Ethics)

Presented by Gerry Preciado, 34th Street Consulting

Topics Include:

AB 1825 requires California employers to provide at least 2 hours of effective training to all supervisory employees on the prevention of sexual harassment, discrimination, retaliation, and prevention of abusive conduct. **This training is required every 2 years.**

AB 1234 requires “covered officials” to take 2 hours of training in ethics principles every 2 years.

Date and Time:

Wednesday, February 5, 2025

- AB 1825: 10:00a.m. – 12:00p.m.
- AB 1234: 1:00p.m. – 3:00p.m.

Location: Webinar Via Zoom

Register:

AB 1825:

[https://alliantinsurance.zoom.us/meeting/register / tjOrf-qrrDotGtbZsC1hwYTN0dyLvisy6aE9](https://alliantinsurance.zoom.us/meeting/register/tjOrf-qrrDotGtbZsC1hwYTN0dyLvisy6aE9)

AB 1234:

[https://alliantinsurance.zoom.us/meeting/register / tjUkcOCpqDIHtRq0RKvge0SkulQiHrW6n30](https://alliantinsurance.zoom.us/meeting/register/tjUkcOCpqDIHtRq0RKvge0SkulQiHrW6n30)

Presenter: Gerry Preciado

Gerry Preciado, from 34th Street Consulting will lead the upcoming training sessions. With over 25 years of expertise in employment practices, Gerry utilizes a dynamic and engaging approach, free of legal jargon, to effectively connect with participants. Numerous NCCSIF and SCORE members have attended his training in the past, consistently providing exceptional feedback.



**OPEN TO ALL JPA MEMBERS
SPONSORED BY NCCSIF & SCORE**





City of Isleton

101 Second Street, Isleton, California 95641

CITY MANAGER REPORT

Date: October 17, 2024

To: City Councilmembers

From: Uyiosa Felix Oviawe, City Manager

City Manager Report:

CODE ENFORCEMENT – Report is attached.

DISCUSSION

1. City Attorney update on adopting past budgets.
2. FEMA Obligated projects funding status.
3. General Plan Workshop November 2, 2024 from 12-4.
4. Status of the 3-Year Audits.
5. Village on the Delta (3 Homes Construction Permits pulled).

FINANCE REPORTS – To be given on November 12, 2024.

Respectfully,
Uyiosa Felix Oviawe



Please join us!

GENERAL PLAN OPEN HOUSE

Saturday, Nov. 2nd

Drop In Anytime between: 12 PM – 4 PM

Isleton

Community Center

208 Jackson Blvd., Isleton

Help us plan the City's future! Listen, learn, and share about:

Land Use and Housing: Overview of land use designations and housing strategies

Transportation and Circulation: Plans for improving connectivity, traffic management, and public transportation.

Public Utilities: Infrastructure updates and sustainability goals.

Conservation and Open Space: Efforts to preserve natural resources, parks, and open spaces.

Safety and Community Resilience: Initiatives to enhance public safety, disaster preparedness, and community well-being.

Learn more at www.planisleton.com

City of Isleton

Special City Council
Staff Report

DATE: October 22, 2024

ITEM#: 1-D

CATEGORY: Staff Report

SUBJECT

Community Service/Code Enforcement Division Report

SUMMARY

The City of Isleton Community Service/Code Enforcement Division is committed to enhancing public safety, maintaining general code compliance, fostering community service initiatives, and revitalizing Downtown Main Street. This monthly report highlights the ongoing efforts since the reinstatement of Code Enforcement after a month furlough.

DISCUSSION

Public Safety:

Staff is working closely with the Sacramento County Sheriff's Office and with the U.S. Postal Inspector regarding the recent break in at the post office and the attempted break-ins at other nearby businesses. City Hall has upgraded safety measures with the installation of exterior CCTV cameras, so Staff can monitor the exterior parking lot and front entrance.

General Code Enforcement/Parking Enforcement:

Code Enforcement is working closely with the building official to ensure proper permits are pulled and enforced.

Several complaints have been received regarding parking issues throughout the City.

Code Enforcement has written numerous parking citations in the amount of \$923.00 since October 7, 2024.

On-Going/Open Complaints/Cases:

Open and on-going complaint at 104 4th Street. New property owner has been contacted and is working with Code Enforcement to remedy the open case.

Future Projects:

Code Enforcement is working with Sacramento County Sheriff's Office and Board of Supervisor Pat Hume's office to schedule another "Town Hall" meeting at the Community Center. Tentative date set is Wednesday November 13, 2024. Time TBD

City Fire Department will be obtaining and installing CCTV cameras to monitor the exterior of the Fire Station to ensure building security and security of on-duty personnel.

FISCAL IMPACT

NONE

ATTACHMENTS

NONE

Reviewed by: **Uyiosa Oviawe**, City Manager

U O I

Submitted and prepared by: Yvonne Zepeda, City Clerk _____

City of Isleton

City Council
Staff Report

DATE: October 22, 2024

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 8, 2024

SUMMARY

A. Review and approval of the Regular City Council Meeting minutes of October 8, 2024.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

A. City Council review and approve the draft minutes of the Regular City Council Meeting of October 8, 2024.

ATTACHMENTS

- Minutes of the Regular City Council Meeting of October 8, 2024.

Reviewed by: Uyiosa Oviawe, City Manager__

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

CITY OF ISLETON

City Council Meeting Minutes

Tuesday, October 8, 2024 at 6:30pm
208 Jackson Boulevard
Isleton, California 95641

The public may participate and provide public comments in person. Please be advised that teleconferencing option is provided as a courtesy to the public. If, for any reason, there are technical difficulties, the City Council meeting will continue in person.

How to Listen to the City Council Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGR1M1BpajcwZz09&omn=85933387418>

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order – Mayor Pamela Bulahan called to order 6.30pm.
- B. Pledge of Allegiance
- C. Roll Call: Councilmember’s Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan.
- D. Staff Reports: None. Treasurer report was read.
- E. Council Reports: Kelly Hutson-General finances- Hotel Del Rio 80k-5k Cannabis, payments to SCORE 15k a month, PG&E 6k, 56 Towards bridge loan. Finances are more detail and easy to understand. David Kent-Every candidate will carry on the government policy. Let people know and remain confident in this current election. Iva Walton-The Senate passed SB69-no permits and can establish an entertainment zone. This will help with less hoops to go through. We have to pass an Ordinance and Map and time frame draft time and run it by Sheriff’s. Paul Steele-Wonderful being abroad. Seems we’re on the right track. Pamela Bulahna-None.

2. AGENDA CHANGES OR DELETIONS

ACTION: By Consensus to move Item 8.A before 7.A.

3. PUBLIC COMMENT

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

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

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

are related to an item scheduled on the Agenda, speakers will be asked to wait to make their comments until that item is being considered.

ACTION: Sebastian M. Revitalize those blocks if chosen for promoter you don't make much money. I would rather have everyone else sell alcohol.

4. COMMUNICATION

A. Notice of Pacific and Gas and Electric Company's Amendment to it's HELMS Uprate Cost Application (A.23-12-014).

ACTION: Information only.

5. CONSENT CALENDAR

A. SUBJECT: Approval of the Regular City Council Meeting Minutes of September 24, 2024.

RECOMMENDATION: City Council review and approve the draft minutes of the Regular City Council Meeting of September 24, 2024.

ACTION: Councilmember Kelly Hutson motioned to approve the minutes of the Regular City Council Meeting of September 24, 2024. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 5-0.

6. PUBLIC HEARING

A. SUBJECT: None.

7. OLD BUSINESS

A. SUBJECT: Hotel Del Rio closed escrow with new owner; paid city \$80,000 for TOT and back nuisance abatement fees.

RECOMMENDATION: That City Council receive information.

ACTION: City Manager informed Council that Hotel Del Rio paid city the 80,000.00.

B. SUBJECT: City of Isleton Draft Budget 2021/2022.

RECOMMENDATION: It is recommended that the City Council adopt Fiscal Year 2021-2022 budget.

ACTION: Tabled for Attorney review.

C. SUBJECT: City of Isleton Draft Budget 2023/2024.

RECOMMENDATION: It is recommended that the City Council adopt Fiscal Year 2023-2024 Budget.

ACTION: Tabled for Attorney review.

D. SUBJECT: City Council approve vertical Pacific Design Contract for the Main Street ADA Project Funded by Sacramento Area Council of Government (SACOG).

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RECOMMENDATION: It is recommended that City Council approve vertical Pacific Design Contract for the Main Street ADA Project Funded by Sacramento Area Council of Government (SACOG).

ACTION: Councilmember Iva Walton motion to approve vertical Pacific Design Contract for the Main Street ADA Project Funded by Sacramento Area Council of Government (SACOG). Vice Mayor Paul Steele second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 5-0.

8. NEW BUSINESS

- A. SUBJECT:** City Council to approve PGE/ECO-Green Local Agency and District Customers On-Bill financing loan agreement and set public hearing.

RECOMMENDATION: Authorize the City Manager to Execute a PG&E Agreement for an Energy Efficiency Retrofit Program Upgrade of Building Lighting Subject to Approval of Form by District Legal Counsel and set public hearing.

COMMENTS: Michelle Burke 2009 acres, we don't need a loan. Retrofit, 22k bypass values and put in new locks.

ACTION: Councilmember Iva Walton motion to proceed with evaluation and come back with fees. Vice Mayor Paul Steele second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 5-0.

- B. SUBJECT:** Resolution No. 19-24 of the City Council of the City of Isleton authorizing City Staff to pay bills until Fiscal Year 2021/2022, 2023/2024 and 2024/2025 are passed.

RECOMMENDATION: It is recommended that the City Council adopt Resolution 19-24 to resolve, declare and determine the City staff is authorized to pay bills until the budgets are established.

ACTION: Vice Mayor Paul Steele motion to adopt Resolution 19-24 to resolve, declare and determine the City staff is authorized to pay bills until the budgets are established. Councilmember Iva Walton second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED** 5-0.

- C. SUBJECT:** City Council consider and approve Resolution No. 21-24, Declaration of Fiscal Emergency.

RECOMMENDATION: It is recommended City Council of the City of Isleton consider and approve Resolution No. 21-24, Resolution of Declaration of Fiscal Emergency.

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ACTION: Vice Mayor Paul Steele motion City Council of the City of Isleton consider and approve Resolution No. 21-24, Resolution of Declaration of Fiscal Emergency. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

D. SUBJECT: City Council to approve Chamber of Commerce end of year donation.

RECOMMENDATION: It is recommended City Council approve Chamber of Commerce end of year donation with staff recommendations.

ACTION: Vice Mayor Paul Steele motion to approve Chamber of Commerce end of year donation with staff recommendations. Chamber will pay and pull permits and pay for concrete foundation. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

9. FUTURE AGENDA ITEMS

A. Future Agenda Items – Financial Report breakdown.

10. CLOSED SESSION

10.1 Closed Session – Gov't Code § 54956.8 Property Negotiations.

ACTION: No reportable action.

11. ADJOURNMENT

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, Pamela Bulahan

ATTEST: _____
DEPUTY CITY CLERK, Yvonne Zepeda

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

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City of Isleton

DATE: October 22, 2024

City Council
Staff Report

ITEM: 6.A

CATEGORY: PUBLIC HEARINGS

MEASURE A DEVELOPMENT IMPACT FEES UPDATE

BACKGROUND

In 2004, Sacramento County voters approved a 30-year extension of the existing one-half of one percent Measure A transportation sales tax. The tax is administered by the Sacramento Transportation Authority (STA) and took effect on April 1, 2009, when the previous tax expired. The voters also approved the Measure A Expenditure Plan, which the taxes support and requires implementation of the Sacramento Countywide Transportation Mitigation Development Impact Fee Program (Fee Program). This program requires fees from new development to be charged to off-set impacts and provides funding for transportation improvements. Local agencies, such as the City, benefit from this program particularly when impact fees are collected for improvements to transportation projects. Funding collected from this program is re-allocated to contributing agencies. If a jurisdiction does not impose and collect the Measure A development impact fees, the agency is not eligible for receipt of Measure A local street and road maintenance sales tax funds.

In 2009, the City adopted the Nexus Study for the Fee Program, by adopting Resolution 09-01 establishing the fee program and the City's ability to collect the fees on new development on behalf of this Measure A program. Subsequent resolutions were adopted by the City for updating this fee program. STA is now requesting an additional update for the City to update the program starting in 2025. Although the City has not experienced any projects that have involved collecting these fees since the last update in 2014, there is a potential for new developments occurring within the City in the near future that would be applicable to the program. Consequently, STA is requesting the City, along with other local agencies in the County, to readopt the updated fees.

Kevin Bewsey, Executive Director, STA, will be attending the meeting to answer any questions the City has regarding this program.

DISCUSSION

The California Mitigation Fee Act requires local agencies that impose impact fees to periodically review the assumptions and calculations used in computing the fee. It further requires them to revise the calculation if necessary to maintain a nexus, i.e. a logical connection between the developments that will be required to pay the fee and the impact being mitigated. The agency is then required to make certain specific findings certifying that the fee is in conformance with the Act. Since STA does not impose impact fees, each local agency, such as the City of Isleton, who participates in this program must adopt the nexus study and revised fee schedule, and then take individual actions to formalize adoption.

The Sacramento Transportation Authority (STA) Governing Board has taken several actions to update the Countywide Transportation Mitigation Fee Program (Fee Program). These included:

- Establishing a new set of operating protocols for collection and administration of the Fee.
- Approval of a new Nexus Study, which provides updated project costs and trip generation rates, overall program reallocation, and calculates the need for new transportation projects based on new development using updated models.

It also updated the Local Arterial Program, which will include a new Smart Growth Arterials and Corridors program to support smart growth principles (i.e. walkability) within existing communities. Additionally, new land use categories have been added to the program and a tiered residential fee structure has been established. The residential fees are based on the expected number of trips generated by the general size of the proposed home, in compliance with Assembly Bill 602 (2021). The fees are intended to support approximately \$3.6 billion in transportation projects countywide.

To comply with the California Mitigation Fee Act and update the fees the City will need to adopt the fees a minimum of 60 days prior to January 1, 2025, to be effective on that date. If the Council adopts the new fees at this meeting, the new fees would take effect January 1, 2025 consistently with the STA Nexus Study and updated fee schedule. The Nexus Study for these fees can be viewed at:

<https://www.sacta.org/files/10627ba08/061324-13AT2+2024+SCTMFP+Nexus+Study+Update+Report+verM.pdf>

Changes to the Fee Program are as follows:

- *Updated Project List.* The project list from the Transportation Expenditure Plan was updated to remove projects that were either completed or no longer planned and to utilize the most current cost estimates for the remaining active projects. The project list can be found in the nexus study as Table 10.
- *Updated Fee Amounts and New Residential Fee Structures.* The fees for the various development types were updated using current trip generation rates. In addition, the residential fees were updated to align with AB 602 requirements for fees to be proportionate to the square footage of the proposed development.
- *Updated Fee Schedule:* The updated Fee Schedule is attached as Exhibit A to the resolution adopting the STA 2024 Nexus Study Report.
- *Change to the SCTMFP Overall Program Allocation.* The updated project list reflects the remaining projects in the Transportation Expenditure Plan that have not been completed and have a nexus to new development.

Implications for the City’s Development Impact Fee Program

The City adopted its own Development Impact Fee Program in 2021, which includes over \$2 million allocated towards street improvements. That program can be reviewed at the following link:

<https://cityofisleton.com/wp-content/uploads/2022/11/DEVELOPMENT-IMPACT-FEES-AB1600-ADOPTED-05-25-21.pdf>

Although the City’s study does not fully describe the specific street improvement list, the City’s program will need to be coordinated with the Measure A fees so the fees charged by both programs are consistent.

BENEFITS TO THE CITY

This Measure A program has yet to be activated by the City since it has not collected or contributed fees towards this program to date. This Fee Program is designed to assure that any fees collected by the City will be used towards transportation projects that benefit the City. Consequently, when the City starts contributing fees towards the program the program will need to be amended to include locally beneficial programs (and coordinated with the City’s own development Impact Fee Program). This Fee Program update also includes changes related to the Smart Growth Incentive Program, which in the past provided matching funds for agencies to compete for SACOG grant funds. A similar program called Smart Growth Arterials and Corridors program will continue so the City will continue to experience regional benefits to this program.

ENVIRONMENTAL REVIEW

Adoption of this fee program is a funding mechanism for proposed projects that may be modified or not implemented depending upon a number of factors, including CEQA environmental review. Therefore, the proposed action is not considered a Project pursuant to CEQA and no further environmental review is required.

FISCAL IMPACT

The City has yet to collect any Measure A fees to date. The City has, therefore, never received any revenue or equivalent transportation improvements from Measure A funding. With the 2024 Nexus Study, the Program fees have decreased by an average of 14% from the fees included in the prior Nexus Study; however, depending on the square footage and type of residential unit, the fee could also increase.

The City would be required to administer this program through collection and distribution of any fees collected to STA. This would be an administrative expense associated with adopting the Measure A program. The Resolution adopting the fee update includes adopting a two percent administrative fee to offset the City’s administrative expenses of implementing this program.

RECOMMENDATION

Conduct public hearing and consider public comments and adopt Resolution No.27-24

ATTACHMENTS

-
- A. City Council Resolution No. 27-24, Approving Measure A Fees Update
 - B. Background information on Measure A Fee Program Update
 - C. Amended Agreement on Operating Protocols

Information Links:

Refer to the following link for the Measure A Background information that includes the Nexus Study:

<https://www.sacta.org/measure-a>

The Nexus Study in hard copy form is available upon request of staff.

Attachment A
Resolution No. 27-24
Adopting Measure A Fees-2024

RESOLUTION 27-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON
ADOPTING THE 2024 SACRAMENTO COUNTYWIDE TRANSPORTATION
MITIGATION FEE PROGRAM NEXUS STUDY AND THE UPDATED FEE SCHEDULE
TO BE EFFECTIVE JANUARY 1, 2025 (NOT A PROJECT UNDER CEQA)**

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

WHEREAS, California Government Code Section 66000, et seq., (hereinafter Mitigation Fee Act) provides for the establishment of development impact fees to mitigate the impacts of new development; and

WHEREAS, on July 29, 2004, the Sacramento Transportation Authority (STA) Governing Board adopted Ordinance STA No. 04-01, which created the Sacramento County Transportation Expenditure Plan 2009-2039, required each jurisdiction in the county to adopt and implement the Measure A Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) so that new development paid its fair share of the costs of the transportation improvements included in the Measure A Expenditure Plan, and requested the STA Governing Board to call an election for voter approval for the continued imposition of the existing one-half of one percent Measure A transportation sales tax for thirty (30) years; and

WHEREAS, on November 2, 2004, the voters of Sacramento County approved an extension of the one-half of one percent Measure A transportation sales tax (new Measure A), which became effective on April 1, 2009; and

WHEREAS, on June 7, 2006, the STA Governing Board adopted its Resolution No. STA 06-0006, which adopted the SCTMFP Nexus Study and set the fee rates to be effective April 1, 2009, and where the STA Governing Board directed that protocols related to fee implementation issues be established by future resolution of the STA and contracts between the STA and the local jurisdictions; and

WHEREAS, on January 14, 2009, the Isleton City Council adopted Resolution No. 09-01 approving the Measure A Nexus Study, establishing the amount of fees, and providing for other matters relative to the SCTMFP fees effective April 1, 2009; and

WHEREAS, Measure A, Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) is imposed on new development to ensure that it pays its fair share of roadway improvements, the need for which is attributed in whole or in part to new development. This is consistent with the General Plan that identifies major and minor roadways that need to be improved to address community development needs within the City; and

WHEREAS, in accordance with the Mitigation Fee Act (Government Code Section 66000 et seq.) a public hearing was held on this date October 22, 2024, by the Isleton City Council regarding adoption of the 2024 SCTMFP Nexus Study and the Operating Protocols Agreement (Amended - August 2024), notice of said public hearing having been duly and properly given; and all written and oral presentations having been duly considered by the Council.

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

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

Section 2. The City Council finds that adoption of the 2024 Sacramento Countywide Transportation Mitigation Fee Program Nexus Study and updated Fee Schedule is not a project pursuant to the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15378(b)(4).

Section 3. Measure A Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) is imposed on new development to ensure that it pays its fair share of roadway improvements, the need for which is attributed in whole or in part to new development. This is consistent with the General Plan that identifies major and minor roadways that need to be improved to address community development needs within the City.

Section 4. The Measure A Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) associated with this program, including the Nexus Study Update for 2024 are hereby adopted.

Section 5. The City shall impose a 2% administrative fee (to the amount collected by the City for this Program) to off-set the cost of processing and administering this Program for the Sacramento County Transportation Authority.

Section 6. The City Council authorizes the City Manager to execute the amended Agreement on Operating Protocols between the City of Isleton and the Sacramento Transportation Authority (STA).

PASSED AND ADOPTED by the City Council of the City of Isleton this 22nd day of October, 2024, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Pamela Bulahan, Mayor

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, City Clerk

Andreas Booher, City Attorney

Attachment B

Background Information on Measure A

September 17, 2024 Email from Sacramento County Transportation Authority:

Good Morning Gary,

Below is the requirement for timeline for adoption of the new impact fees. The timeline is based on the noticing requirements found in Government Code § 66019

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=66019. Also for your use is the AB602 Bill information. https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB602

- Public Notification of meeting to adopt the nexus study and fees (30 days prior to meeting)
- Make Nexus Study Publicly Available (10 days prior to meeting)
- Public Meeting to adopt the nexus study and fees
- First Day fee increases become effective (60 days after public meeting)

I am asking for an example staff report and notice from Elk Grove in the attached.

Thanks,

Kevin M. Bewsey, PE *Executive Director*
Sacramento Transportation Authority
801 12th St, 5th floor | Sacramento, CA 95814
Office (916) 323-0895 | Kevin@sacta.org

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City of Isleton

101 Second Street / P.O. Box 716 Isleton, Sacramento Co., California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Info: yvonne.zepeda@cityofisleton.com

CITY OF ISLETON PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Isleton City Council will hold a public hearing on Tuesday, October 22, 2024, at 6:30 p.m. at Isleton City Hall, 101 Second St., to consider the following matters:

- 1. Sacramento Countywide Transportation Mitigation Fee Program:** The City Council will consider adoption of a comprehensive update to the existing Sacramento Countywide Transportation Mitigation Fee (SCTMP). The fee program, also known as Measure A, was approved by voters in 2004 and took effect in 2009. While the Sacramento Transportation Authority (STA) administers the fee program, it requires that local agencies individually adopt the Nexus Study and collect the fees. The SCTMP update incorporates new land use forecasts for Sacramento County, includes status updates of transportation projects, provides updated project costs and trip generation rates, and calculates the need for new transportation projects based on new development using updated models. Additionally, the update includes updated board policies, as well as compliance with the requirements of Assembly Bill 602 (2021). Copies of the draft nexus report are available on the City's website at


<https://cityofisleton.com/fee-nexus-studies/>

- 2. City of Isleton Planning Service Fee:** The City Council will consider adoption of a comprehensive update to the City's Planning Fee Schedule. The Fee Schedule consists of what the City charges for certain planning related services, such as processing a conditional use permit from applications submitted by interested parties. The fees have been established through an assessment of costs for the services by the City which don't exceed the estimated reasonable costs of providing the service. Copies of the assessment of costs associated with these fees are available on the City's website at:

<https://cityofisleton.com/fee-nexus-studies/>

All interested persons are invited to present testimony on the matter at the meeting, and/or submit written comments prior to the meeting. Submit any written comments to the City Clerk, City of Isleton, 101 Second St., Isleton, CA 95641 or by e-mail at yvonne.zepeda@cityofisleton.com. Copies of the staff report, and project descriptions are available for review at City Hall.

If you require special accommodations in order for you to attend or participate in this public meeting process, please contact the City Clerk at (916) 777-7770 or by e-mail at yvonne.zepeda@cityofisleton.com well in advance of the public hearing so that we may make every reasonable effort to accommodate you.

POSTED: 09/30/2024
By: Yvonne Zepeda 
Deputy City Clerk

Attachment C
Amended Agreement on Operating Protocols

MEASURE A
SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION FEE PROGRAM
AGREEMENT ON OPERATING PROTOCOLS
Amended – August 2024

This amended Agreement on Operating Protocols for the Sacramento Countywide Transportation Mitigation Fee Program (Agreement) is made by and between the Sacramento Transportation Authority (STA) and the Entity's Name (Entity).

RECITALS

- A. Sacramento Transportation Authority Ordinance No. STA-04-01 (Ordinance) imposes a one-half of one percent retail transactions and use tax that is statutorily dedicated for transportation planning, design, construction, operation, and maintenance in Sacramento County.
- B. The Ordinance establishes the 30-year Sacramento Countywide Transportation Mitigation Fee Program ("SCTMFP"), to be implemented by the County and each incorporated city during the period April 1, 2009 through March 31, 2039.
- C. The Ordinance provides that the County and each incorporated city must, as a condition of receiving its allocation of local street and road maintenance formula funds from the retail transactions and use tax revenues, adopt the 30-year SCTMFP Fee (Fee) for the period April 1, 2009 through March 31, 2039 in accordance with guidelines adopted by the Sacramento Transportation (STA) Governing Board.
- D. The SCTMFP Fee schedule shall be uniform throughout the unincorporated and incorporated areas of the County.
- E. The Entity has acknowledged its obligations imposed by the SCTMFP.
- F. The Entity began implementing the SCTMFP Fee on April 1, 2009 and must remit the SCTMFP Fee revenues to the STA within 60 days of the end of each six-month period ending June 30 and December 31 of each year.
- G. The STA shall reallocate the SCTMFP Fee revenues to local jurisdictions to be expended on Measure A capital projects in the impacted areas where the fees were generated in accordance with the SCTMFP and the Measure A Capital Allocation Plan.
- H. STA Resolution STA-2006-006 adopting the Sacramento Transportation Mitigation Fee Program (SCTMFP) Nexus Study and Setting SCTMFP Fee Rates Effective April 1, 2009, provides that protocols related to SCTMFP Fee implementation issues, including but not limited to, required dates of Fee remittances to STA and documentation to be submitted by each participating agency, shall be established by future resolution of the STA and contracts between the STA and the participating agencies.

- I. STA Resolution STA-2024-005 adopted the 2024 Sacramento Transportation Mitigation Fee Program (SCTMFP) Nexus Study and Set Updated SCTMFP Fee Rates Effective January 1, 2025.
- J. This Agreement, as amended, when approved by resolution of the STA and executed by the Entity, shall constitute the current protocols related to SCTMFP Fee implementation.
- K. This amended Agreement is uniform among the County and all incorporated cities.
- L. This Amended Agreement replaces and supersedes the prior version of the Agreement in its entirety.

NOW, THEREFORE, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "AB 602" means the act to amend Sections 65940.1 and 66019 of, and to add Section 66016.5 to, the State of California Government Code (CGC), and to add Section 50466.5 to the Health and Safety Code, relating to land use, development impact fees, and impact fee nexus studies.
- 1.2 "AB 1600" means the Mitigation Fee Act set forth in the CGC Sections 66001 – 60025.
- 1.3 "Accessory Dwelling Unit" (ADU) means an attached or detached permanent dwelling unit that provides complete independent living facilities (permanent provisions for living, sleeping, eating, cooking, and sanitation) for one or more persons and which is located on a lot with a proposed or existing primary dwelling.
- 1.4 "Affordability requirement" means a requirement imposed as a condition of a development of residential units, that the development includes a certain percentage of the units affordable for rent or sale to households with incomes that do not exceed the limits for moderate-income, lower income, very low income, or extremely low income households specified in Sections 50079.5, 50093, 50105, and 50106 of the Health and Safety Code, or an alternative means of compliance with that requirement including, but not limited to, in-lieu fees, land dedication, off-site construction, or acquisition and rehabilitation of existing units.
- 1.5 "Development Project" or "Project" shall have the same meaning as provided in CGC Section 66000(a), as such section may be amended from time to time.
- 1.6 "Executive Director" means the Executive Director of the Sacramento Transportation Authority.

- 1.7 "Expenditure Plan" means the Sacramento County Measure A Transportation Expenditure Plan 2009-2039 that was adopted as part of the Ordinance.
- 1.8 "Governing Board" means the Governing Board of the Sacramento Transportation Authority.
- 1.9 "Housing Development" means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.
- 1.10 "Independent Taxpayer Oversight Committee" means the committee appointed by the STA Governing Board as required by the Ordinance to supervise Measure A fiscal and performance audits regarding the use of all sales tax funds and to provide independent review to ensure that all Measure A funds are spent in accordance with the provisions of the Ordinance.
- 1.11 "Industrial Use" means any Development Project that involves manufacturing, transportation, logistics, or similar uses.
- 1.12 "Measure A" or "the Ordinance" means Sacramento Transportation Authority Ordinance No. STA-04-01.
- 1.13 "Multi-Family Residential Use" means any Development Project that uses a single parcel for two or more dwelling units within one or more buildings, including duplexes, townhouses, condominiums, and apartments, but excluding an Accessory Dwelling Unit.
- 1.14 "Normalized cost per trip" means the medium-sized single family residential fee rate per Section 2.1 divided by the average weekday trip generation rate for a single family residence (9.44) per the Institute of Transportation Engineers (ITE) *Trip Generation Manual (11th Ed.)*. The normalized cost per trip is \$167 and will be adjusted annually per Section 2.2.
- 1.15 "Office Use" means any Development Project that involves business activities, associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices, personal services, or similar uses.
- 1.16 "Participating Agencies" means the County of Sacramento, the City of Citrus Heights, the City of Elk Grove, the City of Folsom, the City of Galt, the City of Isleton, the City of Rancho Cordova, and the City of Sacramento. Each may be referred to individually as "Participating Agency."

- 1.17 "Retail Use" means any Development Project that involves retailing of merchandise, generally without transformation, retail food services, and rendering services incidental to the sale of merchandise at a fixed point of sale.
- 1.18 "Sacramento Countywide Transportation Mitigation Fee Program" or "SCTMFP" means the 30-year transportation mitigation fee program established by the Ordinance.
- 1.19 "SCTMFP Fee" or "Fee" means the fee imposed pursuant to the SCTMFP.
- 1.20 "Senior Residential Use" means any Development Project that qualifies as housing for older persons pursuant to CGC Section 12955.9.
- 1.21 "Single Family Residential Use" means any Development Project that uses a single parcel for only one residential dwelling unit. "Single Family Residential Use" also includes any Development Project that involves one primary dwelling and one Accessory Dwelling Unit on a single lot.
- 1.22 "Transit station" has the meaning set forth in paragraph (4) of subdivision (b) of CGC Section 65460.1. That definition reads as follows, "transit station" means a rail or light-rail station, ferry terminal, bus hub, or bus transfer station." "Bus hub" and "bus transfer station" are defined as:
- a) "Bus hub" means an intersection of three or more bus routes, with a minimum route headway of 10 minutes during peak hours.
 - b) "Bus transfer station" means an arrival, departure, or transfer point for the area's intercity, intraregional, or interregional bus service having permanent investment in multiple bus docking facilities, ticketing services, and passenger shelters.
- "Transit station" includes planned transit stations otherwise meeting this definition whose construction is programmed to be completed prior to the scheduled completion and occupancy of the housing development.
- 1.23 "Weekday trip generation per ITE" means a technically supportable methodology based on the *ITE Trip Generation Manual* to calculate the expected average weekday trip generation based on the type(s) and size of new land use set forth in the development application."

2.0 UNIFORM FEE

- 2.1 Uniform Fee. Effective January 1st, 2025, the Entity shall collect the applicable uniform SCTMFP Fee, as amended, for each Development Project occurring within the Entity's jurisdiction. The applicable Fee for each use is as follows:

Single-Family Residential		
Very Small (≤800 sq.ft.)	\$1,088	per unit
Small (801-1,200 sq.ft.)	\$1,334	per unit
Medium-Small (1,201-1,600 sq.ft.)	\$1,451	per unit
Medium (1,601-2,400 sq.ft.)	\$1,574	per unit
Large (>2,400 sq.ft.)	\$1,730	per unit
Single-Family Residential, Senior		
Very Small (≤800 sq.ft.)	\$497	per unit
Small (801-1,200 sq.ft.)	\$609	per unit
Medium-Small (1,201-1,600 sq.ft.)	\$663	per unit
Medium (1,601-2,400 sq.ft.)	\$719	per unit
Large (>2,400 sq.ft.)	\$790	per unit
Multi-Family Residential		
Very Small (≤800 sq.ft.)	\$995	per unit
Small (801-1,200 sq.ft.)	\$1,221	per unit
Medium-Small (1,201-1,600 sq.ft.)	\$1,327	per unit
Medium (1,601-2,400 sq.ft.)	\$1,440	per unit
Large (>2,400 sq.ft.)	\$1,582	per unit
Multi-Family Residential, Senior		
Very Small (≤800 sq.ft.)	\$440	per unit
Small (801-1,200 sq.ft.)	\$540	per unit
Medium-Small (1,201-1,600 sq.ft.)	\$587	per unit
Medium (1,601-2,400 sq.ft.)	\$637	per unit
Large (>2,400 sq.ft.)	\$700	per unit
Accessory Dwelling Units		
Very Small (<750 sq.ft.)		Exempt from fee
Otherwise (>750 sq.ft.)		Fee is based on the ratio of the floor area of the ADU compared to the primary unit, times the fee that would be charged on the primary unit, if the primary unit was being newly built.
Office Use	\$1,807	1,000 square feet
Retail Use	\$2,361	1,000 square feet
Industrial Use	\$827	1,000 square feet
Hotel/Motel	\$854	sleeping room
Extended Stay Hotel/Motel	\$559	sleeping room
Hospital	\$1,796	1,000 square feet
Service Station	\$3,442	Fuel Pump
Supermarket	\$1,078	1,000 square feet
Warehouse/Self-Storage	\$238	1,000 square feet
Assisted Living Facility	\$434	bed
Congregate Care	\$368	unit
Child Day Care	\$682	Student
Private School (K-12)	\$414	Student
Auto Repair/Body Shop	\$2,361	1,000 square feet

Gym/Fitness Center	\$2,361	1,000 square feet
Drive-through Car Wash	\$2,361	1,000 square feet
Normalized Cost per Trip (All Other Uses)	\$167	Per Weekday Trip

Notes:

1. *For developments that do not fall into the land use categories above, the normalized cost per trip rate should be used to determine the fee based on the daily trips generated by the development.*
2. *For mixed-use developments, see Item 2.3 for fee calculation procedures.*
3. *For developments that are anticipated to have reduced trip generation characteristics, such as those in infill areas or those with restricted parking, see Item 2.4 for fee calculation procedures.*
4. *For developments in proximity to transit, see Item 2.5 for fee calculation procedures.*

- 2.2 **Annual Adjustment.** The STA shall annually adjust the SCTMFP Fee schedule to reflect change in construction costs based on the McGraw-Hill Engineering News Record (ENR) 20-City Construction Cost Index. The adjustment will take effect July 1, and STA shall notify the Entity of the required annual adjustment at least 60 days in advance of the effective date.
- 2.3 **Calculation of Fee for Mixed Use Projects.** For Projects that include two or more different types of uses, the amount of the fee imposed on the entire Development Project shall be proportionally determined based on the relative footprint associated with the various uses.
- 2.4 **Reduced Fees for Reduced Trip Generation.** Developments in infill areas or with reduced parking availability, as defined by the Entity, may be subject to reduced fees at the discretion of the Entity. The Entity shall provide the rationale for reduced fees based on a supporting Traffic Study stamped by a licensed Traffic Engineer or Civil Engineer.
- 2.5 **Fees for Transit Oriented Development.** In accordance with the CGC Section 66005.1, the SCTMFP must provide for an adjustment of the fee for developments that meet certain characteristics typically associated with a Transit Orient Development (TOD). To qualify for the reduction, a development must have all of the following characteristics (see CGC Section 66005.1.(a)):
 - a) Be a housing development located within one-half mile of a transit station with direct access between the housing development and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length.
 - b) Convenience retail uses, including a store that sells food, are located within one-half mile of the housing development.
 - c) The housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

Additionally, pursuant to CGC 66005.1(b), if a housing development does not satisfy the characteristics in subdivision (a) per above, the local agency may charge a fee that is proportional to the estimated rate of automobile trip generation associated with the housing development.

Residential units satisfying the requirements for this reduction shall have their fee lowered based on a Traffic Study, stamped by a licensed Traffic or Civil Engineer, which demonstrates the lower rate of automobile trip generation associated with a TOD and other similar types of development compared to developments without these characteristics. STA may provide a standard TOD reduction based on studies related to TODs. The applicant could then either use the standard reduction or provide a project-specific study for STA staff to review.

For example, within Sacramento County, a transit station could include, but is not limited to, the Zinfandel Station, Franklin Station, Consumnes River Light Rail Station, and Sacramento Valley Station which serves Amtrak, Bus, and Light Rail (Sacramento Regional Transit), and the future Valley Rail station in midtown Sacramento.

3.0 ENTITY OBLIGATIONS.

- 3.1 Obligations prior to January 1, 2025. The Entity shall take all necessary steps required by applicable law, including but not limited to CGC 66000 et seq., to enable implementation of the SCTMFP Fee no later than January 1, 2025. This includes advance noticing requirements for and the adoption of such fees by the Entity via a public hearing, as described below:

CGC § 66016.5(a)(7): All studies shall be adopted at a public hearing with at least 30 days' notice, and the Entity shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.

CGC § 66016.6(a): Prior to levying a new fee or capacity charge, a local agency shall evaluate the amount of the fee or capacity charge. The evaluation shall include evidence to support that the fee or capacity charge does not exceed the estimated reasonable cost of providing service, in accordance with Section 66013. (b) All information constituting the evaluation shall be made publicly available at least 14 days prior to a meeting held in accordance with subdivision (a) of Section 66016.

Failure to meet such legal requirements shall not exempt the Entity from the requirement that SCTMFP Fees be collected as a prerequisite to the Entity's receipt of Measure A local street and road maintenance formula funds.

- 3.2 Ongoing Obligations. The Entity shall take all necessary steps required by applicable law for posting the fee schedule, annual fee reports, nexus

studies, and total amount of fees collected, to its internet website, pursuant to CGC 65940.1, which states:

- (1) A city, county, or special district that has an internet website shall make all of the following available on its internet website, as applicable:
 - (A)(i) A current schedule of fees, exactions, and affordability requirements imposed by that city, county, or special district, including any dependent special districts, as defined in Section 56032.5, of the city or county applicable to a proposed housing development project.
 - (ii) The city, county, or special district shall present the information described in clause (i) in a manner that clearly identifies the fees, exactions, and affordability requirements that apply to each parcel.
 - (iii) The city, county, or special district shall post a written fee schedule or a link directly to the written fee schedule on its internet website.
 - (B) All zoning ordinances and development standards adopted by the city or county presenting the information, which shall specify the zoning, design, and development standards that apply to each parcel.
 - (C) The list required to be compiled pursuant to Section 65940 by the city or county presenting the information.
 - (D) The current and five previous annual fee reports or the current and five previous annual financial reports, that were required pursuant to subdivision (b) of Section 66006 and subdivision (d) of Section 66013.
 - (E) An archive of impact fee nexus studies, cost of service studies, or equivalent, conducted by that city, county, or special district on or after January 1, 2018. For purposes of this subparagraph, "cost of service study" means the data provided to the public pursuant to subdivision (a) of Section 66016.
- (2) A city, county, or special district shall update the information made available under this subdivision within 30 days of any changes.
 - (3) (A) A city or county shall request from a development proponent, upon issuance of a certificate of occupancy or the final inspection, whichever occurs last, the total amount of fees and exactions associated with the project for which the certificate was issued. The

city or county shall post this information on its internet website and update it at least twice per year.

(B) A city or county shall not be responsible for the accuracy for the information received and posted pursuant to subparagraph (A). A city or county may include a disclaimer regarding the accuracy of the information posted on its internet website under this paragraph.

4.0 COLLECTION OF SCTMFP FEES

4.1 Collection of Fees.

- a. The Entity shall collect SCTMFP Fees at the time of issuance of a final building permit for a Development Project, at the same time it collects its own fees, or as otherwise required or permitted pursuant to CGC Section 66007.
- b. The amount of the SCTMFP Fees shall reflect the Fee schedule in effect at the time of assessment.
- c. SCTMFP Fees shall not be waived or deferred except as provided herein.

4.2 Payment by all Development Projects. Except as otherwise expressly provided by this Amended Agreement, the SCTMFP Fee shall be payable by all Development Projects within the jurisdiction of the Entity for which building permits are issued on or after April 1, 2009.

4.3 Fee Reduction Determinations. Determinations by the Entity to reduce the fee pursuant to Sections 2.3, 2.4, 2.5 or 4.5 shall be subject to STA oversight and guidance as described herein. In semi-annual reports to the STA Executive Director, the Entity shall identify each project, if any, that has been granted a fee reduction and the amount of discounted fees. The decisions of the Entity as to fee reductions under this provision shall also be subject to audit by the STA.

The STA Executive Director reserves the right to review the grant of a fee reduction by a local jurisdiction under this provision in circumstances where the above requirements are not clearly met, although the STA Executive Director may not exercise any direct jurisdiction or action in a particular fee protest between Entity and payor pursuant to CGC Section 66020. In the event of a fee protest pursuant to CGC Section 66020, the local jurisdiction shall make the final determination with respect to application of the fee and any potential fee reductions. The Executive Director may subsequently review the fee reduction and, following consultation with Entity, determine, in the Executive Director's reasonable discretion, that a fee reduction was not supported under the SCTMFP protocols or applicable law and that a

corresponding amount of SCTMFP revenue shall be withheld from Entity. The Executive Director's decision shall have no effect on the amount of the fee charged by Entity to the payor.

At the request of the Entity, the STA Executive Director may resolve questions of interpretation regarding this policy. At the time the fee reductions are assessed, the Entity may request guidance from the STA Executive Director.

4.4 Exemptions from the SCTMFP Fees. The following Development Projects shall not be subject to the SCTMFP Fee:

- a. Accessory Dwelling Units less than 750 square feet.
- b. The rehabilitation or reconstruction of any residential or non-residential structure where there is no net increase in square footage. Any increase in square footage shall pay the established applicable fee rate for that portion of square footage that is new.
- c. New low-income housing as defined in Health and Safety Code Section 50079.5 and very low-income housing as defined in Health and Safety Code Section 50105.
- d. Projects intended for public use where the applicant is one of the Participating Agencies.
- e. Any development project that is subject of a valid development agreement entered into pursuant to CGC Section 65864 prior to April 1, 2009, that includes a provision exempting it from future fees or fee increases; provided, however, that if the term of such a development agreement is extended after April 1, 2009, the SCTMFP shall be imposed.
- f. Any development project for which an application for a vesting tentative map authorization by CGC Section 66498.1 was deemed complete prior to April 1, 2009.

4.5 Re-purposing/Reuse of existing buildings. Fee applicable only to net increase in ADT's compared to prior established use.

- a. Determination of average daily trips ("ADT's") for the purpose of comparing previous and proposed uses shall be by reference to trip generation rates obtained from the Institute of Traffic Engineers ("ITE").
- b. A building permit applicant may request a reduction in the otherwise applicable SCTMFP fee in accordance with the following policy:

Where a new project changes the prior established use of an existing building, a reduction may be applied to the SCTMFP fee where the new use increases ADT's compared to the prior use.

- c. Where the Entity determines that a project qualifies for a reduction pursuant to this policy, it shall determine the fee reduction by comparing the rates applicable to the prior and new uses as designated in the SCTMFP Fee Schedule and calculating the resulting offset. In the alternative, where a proposed land use is not clearly listed in the Fee Schedule, the fee shall be calculated as follows: (1) calculate the difference between previous ADT's and new ADT's at the property; (2) multiply the result by the normalized cost per trip.
- d. Requests for a fee reduction pursuant to this provision shall be made to the Entity. The Entity shall determine whether a project has made the required showing for a fee reduction. There shall be no right to an appeal. At the time the fee reductions are assessed, the Entity may request guidance from the STA Executive Director.

5.0 REMITTANCE OF FEES

The Entity shall remit SCTMFP Fees collected to the Authority on a semi-annual basis, within 60 days after June 30 and December 31 of each calendar year. Each remittance shall be accompanied by a report specifying the fee-generating activity for the reporting period within the Entity's jurisdiction, including information as to all permits issued by use, square footage, any exemptions or reductions granted, and such other information as may be deemed appropriate by the Executive Director. The Entity collecting the SCTMFP Fees shall hold them in an interest-bearing account and any interest earned shall be remitted to the Authority with the semi-annual SCTMFP Fees. The Executive Director shall separately account for the Entity's SCTMFP Fees as part of the aggregate SCTMFP account and will prepare annual reports for presentation to the Independent Taxpayer Oversight Committee and the STA Governing Board.

6.0 AUDIT OF SCTMFP REVENUES

The Executive Director, in coordination with the Independent Taxpayer Oversight Committee, shall establish a program to audit the Entity's implementation of the SCTMFP and STA's expenditure of the SCTMFP Fees.

7.0 EXPENDITURE OF FEES

STA shall distribute SCTMFP Fees received, and any proceeds of Fee-based financing(s), to the local jurisdictions for expenditure in accordance with the Ordinance, a 5-year capital program annually updated and approved by the STA Governing Board, applicable resolutions of the STA, Measure A allocation and expenditure contracts between the STA and local jurisdictions, and AB 1600.

8.0 ADMINISTRATION COSTS

The STA and Entity each shall absorb their administrative costs associated with the implementation and administration of the SCTMFP Fee and this Agreement. The Entity, at its discretion, may impose an additional fee on affected development to pay for administrative costs of implementing the SCTMFP.

9.0 REPORTS

STA shall prepare annual and five-year reports required by CGC Sections 66000 et seq. and AB 602 relating to the SCTMFP Fees. Entity shall provide any necessary assistance and data.

10.0 MISCELLANEOUS

- 10.1 If any one or more of the terms or provisions of this Agreement shall be adjudged invalid, unenforceable, void or voidable by a court of competent jurisdiction, each and all remaining terms and provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 10.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

SACRAMENTO TRANSPORTATION AUTHORITY

By

Kevin Bewsey
Executive Director

Dated: August 8, 2024

Entity Name

By: _____

(Authorized Officer)

(Title)

Dated: _____

Approved as to Form:

Attest:

City of Isleton

DATE: October 22, 2024

City Council
Staff Report

ITEM#: 6.B

CATEGORY: Public Hearings

CONDITIONAL USE PERMIT APPLICATION CUP 01-24

DEVELOPMENT AGREEMENT DA 2024-01

DESIGN REVIEW DR 24-01

PROPOSED COMMERCIAL CANNABIS CULTIVATION, PROCESSING AND DISTRIBUTION, AT 402 JACKSON BLVD., YUANQIANG FENG, APPLICANT

SUMMARY

Project: This project involves conversion of a portion of a vacant 6,800 square foot industrial building for cannabis cultivation, processing and distribution (occupying Unit B, 4,000 square feet) at 402 Jackson Boulevard. Below is the site plan. More details of the project are provided in this attached staff report.

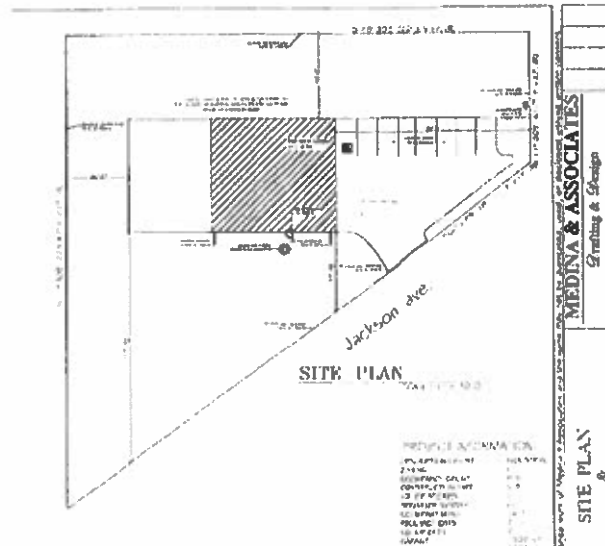


Commercial
Cannabis
Cultivation
Business
Proposal

Background: The project site, located on the west end of town, contains a 6,800 square foot warehouse building that was constructed in 1935, and has been previously used for storage and a variety of industrial uses over the years. The building was more recently purchased by Delta Boys Enterprises, LLC, Sebastian Maldonado, and portions of the building currently being renovated. The building is divided into two units, Unit A, on the west side, consists of approximately 2,800 square feet which is being used as a cannabis manufacturing operation (approved by the City in 2019, for Delta Agricultural Holdings, LLC, Sebastian Maldonado) under Conditional Use Permit CUP 10-18 Development Agreement DA 2018-08.

For this new operation, Yuanqiang Feng, a sole owner of her business, has a lease agreement with Delta Boys Enterprises, LLC (owners) to use the building for commercial cannabis, and has

submitted an application for operation of commercial cannabis cultivation, processing, and distribution, in Unit B, the east, 4,000 square foot portion of the building.



As shown in the attached project information, the new section of the building would be designed to accommodate primarily cannabis cultivation with rooms created for processing the product and distribution to licensed dispensaries (see Attachment D). According to the business plan, the applicant, Yuanqiang Feng “is an industry professional with over 20 years in combined management, finance, and legal, government, and industry expertise.” The building is “being designed and built to feature state of the art technology with forward looking green practices. Security and safety are critical components of our operations. We also plan to take every effort to be “good neighbors” in the community. This means providing extensive community outreach, including hiring, indigent care, and public involvement. It also means minimizing any negative impacts or nuisances that may arise from our operations.” Sebastian Maldonado, who manages the property, is currently making improvements to the building and property to accommodate full use of it as a combination cultivation/manufacturing facility, with development of common amenities, such as off-street parking.

REGULATORY ANALYSIS

Section 407 of the City’s Municipal Code (Zoning Regulations) authorizes the issuance of a Conditional Use Permit upon satisfaction of the conditions set forth in Ordinance 2018-08. Ordinance 2018-02 (incorporated into the Zoning Regulations) states commercial cannabis operations can be established within the PDI-Planned Industrial Districts in the City, and provides several conditions to which cannabis operations must comply, including:

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

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

Section 504 B provides criteria for approving the Conditional Use Permit; that proposal can be established (with certain conditions of approval) without jeopardy to persons or property within or adjacent to the proposed site and without damage to the resources of the site and its surroundings. The property is surrounded by residentially zoned areas to the north and west, and industrial/commercial areas to the south and east. Improvements are proposed to minimize impacts to the neighborhood, such as odor control, screened fencing, etc. Due to concerns with exterior lighting glare onto neighboring residents, a separate condition of approval is included to require approval of low glare exterior lighting by City staff.

Section 503 requires design review approval of all exterior improvements being made to the building and the site. Design review is intended to ensure new and/or remodeled development is in harmony in appearance with the neighborhood and to address project design, materials, textures, colors and such other elements of construction which affect the exterior appearance of structures. As shown in the attached photos, the building is undergoing renovation with new siding materials and other project components, such as a new parking lot should enhance the appearance of the site.

Finally, action to approve this project requires determination that the project is consistent with the General Plan. Attachment F presents excerpts of why the project may be found to be consistent with the General Plan.

AGENCY/DEPARTMENT COMMENTS

Project plans/operational program descriptions were transmitted for City Department comment, including the Fire Department, Building Inspector, and City Engineer. The following comments from these entities are as follows:

1: Fire Chief: This project involves one of two businesses occupying the building and grounds. There is a concern for providing fire safety access around the whole building. Please add a condition to the project that requires approval of clear access around the building.

Staff Response: Condition No. 10 of the Conditional Use Permit was added to ensure a clear access way is designed and maintained to the satisfaction of the Fire Chief.

2: Building Inspector: Reviewed plans and project meets health and safety code requirements under Building Codes.

3: City Engineer: The only items that may be of concern would be traffic generation/parking, storm runoff, and access.

- TRAFFIC: The daily trip generation for a facility this size is nominal and shouldn't be more than the traffic generation for the originally proposed use: Industrial/Warehouse. Also, the number of parking spaces (eight) are adequate for the proposed use and there is at least one ADA spot designated on the site plan.

- **RUNOFF:** The site is less than one acre so does not trigger a runoff analysis. Also, it does not appear there will be a substantial change to the permeability of the location since it's only reusing the existing building location.

- **ACCESS** - There are three curb cutouts available for access to the site. The applicant indicates they're using these existing curb cutouts for access on their site plan. Also, since there is no new construction planned, or substantial renovation to the building footprints, it would be hard to require frontage improvements (such as a new sidewalk) for the existing location.

ENVIRONMENTAL REVIEW

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

LEGAL REVIEW

The City Attorney has reviewed the ordinance and development agreement. Minor amendments made to the agreement with concurrence from applicant representative Sebastian Maldonado.

FISCAL IMPACT

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

RECOMMENDATION

1. Adopt findings that the project is exempt from California Environmental Quality Act (CEQA) review pursuant to section 15301 of the CEQA Guidelines; and
2. Adopt Resolution 23-24 approving Conditional Use Permit Application CUP 01-24 (Attachment A);
3. Conduct First Reading in title only of Ordinance 2024-08 approving Development Agreement DA 2024-01 (Attachment B); and
4. Direct Staff to agendaize second reading of Ordinance 2024-08 for the next regular meeting of the City Council.

ATTACHMENTS

- A. City Council Resolution 23-24, Approving Conditional Use Permit Application CUP 01-24
- B. Ordinance 2024-08, Approving and incorporating Development Agreement DA 2024-01
- C. Photographs of Site and Building
- D. Project Information
- E. Project Vicinity Map and Aerial Photo
- F. Youth Facilities Map
- G. General Plan Consistency Review (including General Plan and Zoning Maps)

Attachment A
Resolution No. 23-24, Approving Conditional Use Permit CUP
01-24 and Design Review DR 01-24

RESOLUTION 23-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON
APPROVING CONDITIONAL USE PERMIT CUP 01-24 AND DESIGN REVIEW DR 01-24**

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

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

WHEREAS, Yuanqiang Feng, submitted an application for Conditional Use Permit CUP 01-24 and Design Review DR 01-24 (Yuan Qiang Feng, Application”) and proposed Development Agreement DA 2024-01 for cannabis cultivation, processing and distribution within a portion of an existing 6,800 square foot industrial building (occupying Unit B, 4,000 square feet) at 402 Jackson Boulevard, Isleton, California (“Project”); and

WHEREAS, Yuan Qiang Feng Application was submitted, in accordance with the municipal code, for cannabis manufacturing at 402 Jackson Street, Isleton, California primarily in the PDI – Planned Industrial Zoning District, with a small portion of the property located in the lower section, within the RM3- Multi-family Residential Zoning District, APN 157-0073-031; and

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

WHEREAS, the conditions set forth in Ordinance 2018-08, Section 407 have been satisfied; and

WHEREAS, property improvements, including building renovations and common site improvements, such as parking, are in compliance with Section 503 of the Zoning Code, Design Review; and

WHEREAS, Yuanqiang Feng Application includes the required information to demonstrate that the Project is consistent with state law and City ordinances; and

WHEREAS, the City’s General Plan designates the Project site as PDI, Industrial with a small portion designated R-M-3, Medium Density Residential and as conditioned below, the proposed use would be consistent with the General Plan; and

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

WHEREAS, in accordance with Section 502 of the Zoning Code, the Project’s proposed land use as conditioned under Conditional Use Permit CUP 01-24 can be established and maintained without jeopardy to persons or property within or adjacent to the proposed site and without damage to the resources of the site and its surroundings

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

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

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

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

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

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

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

Section 3. The City Council hereby approves Conditional Use Permit CUP 01-24 and Design Review DR 01-24 for cannabis cultivation, processing and distribution. within a portion of an existing 6,800 square foot industrial building (occupying Unit B, 4,000 square feet) including related site improvements at 402 Jackson Boulevard, Isleton, California in PDI – Planned Industrial Zoning District, with a small portion of the property located in the lower section, within the RM3- Multi-family Residential Zoning District, APN 157-0073-031, subject to the following conditions

1. This application for Conditional Use Permit CUP 01-24 and Design Review DR 01-24 were submitted, in accordance with the Municipal Code, for a cannabis cultivation, processing, and distribution operations at 402 Jackson Boulevard, in the PDI-Planned Industrial District and the R-M-3 Multi-Family Residential Zoning District, APN 157-0073-031.

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

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

4. The applicant/developer/operator shall cooperate with the City with respect to any reasonable request to audit the business' books and records for the purpose of verifying compliance with the Municipal Code and this Use Permit and related Development Agreement, including but not limited to a verification of the amount of taxes required to be paid during any period.
5. This Conditional Use Permit CUP 01-24 and Design Review DR 01-24 shall not be operational unless or until a Development Agreement is fully executed by the City and the Development Agreement remains valid.
6. Conditional Use Permit CUP 01-24 and Design Review DR 01-24 shall expire and be of no further force and effect if the developer/operator does not obtain a valid cannabis business regulatory permit for this location within 12 months from issuance of this use (refer to City Ordinance 2018-07, Section 2307).
7. Secure any required permits from the City Building Department, Fire Department, Police Department, Sacramento County Air Quality Management District, and/or Sacramento County Health Department (as applicable) prior to building occupancy or operation.
8. All improvements referenced on the project site and building plans, including completion of all parking (in compliance with City Design Standards-See Section 5 of the City's Public Improvement Standards) shall be implemented prior to building occupancy or operation. All on-going operation plans shall be maintained in accordance with the approved plans for the life of the operation.
9. An exterior lighting plan shall be submitted for review and approval by the Planning Department. All exterior lighting shall be designed to minimize lighting glare onto adjacent residents, and lighting standards shall incorporate light shielding and the use of low lighting level components. All exterior lighting shall be installed in accordance with the approved exterior lighting plan prior to building occupancy.
10. A plan for providing and maintaining a free and clear fire lane around the building shall be submitted for review and approval by the Fire Chief. The fire lane shall be installed in accordance with the approved plan subject to Fire Chief inspection prior to building occupancy. The fire lane shall be maintained free and clear at all time.
11. Conditional Use Permit CUP 01-24 shall be reviewed by the City after 5-years at which point a determination of extension will be made (refer to City Ordinance 2018-08, Section 2307).
12. Conditional Use Permit CUP01-24 may be evaluated for an annual planning review to ensure that the business practices have stayed within the bounds of the Conditional Use Permit or other Permitted Uses use (refer to City Ordinance 2018-07, Section 2307).
13. No consumption or use of cannabis or marijuana, beyond manufacturing, as allowed by this Conditional Use Permit may occur on the premises use (refer to City Ordinance 2018-07, Section 2307).
14. Conditional Use Permit CUP 01-24 shall be subject to termination, notwithstanding any other provision in the City's Municipal Code, if (refer to City Ordinance 2018-07, Section 2307):
 - a. The owner of the commercial cannabis facility transfers the commercial cannabis facility to another individual not named in the conditional use permit application as

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

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

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

16. All conditions of Conditional Use Permit CUP 01-24 and Design Review DR 01-24 are necessary to protect the general health, safety and welfare of the public. If any condition of this entitlement is held to be invalid by a court, then the whole entitlement shall be invalid. The City Council specifically declares that it would not have approved this entitlement unless all of the conditions herein are held as valid. of approval:

PASSED AND ADOPTED by the City Council of the City of Isleton this 22nd day of October, 2024, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Pamela Bulahan, Mayor

ATTEST:

Yvonne Zepeda, City Clerk

Attachment B
Ordinance 2024-08, Approving Development Agreement DA
2024-01

ORDINANCE NO. 2024-8

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ISLETON APPROVING
DEVELOPMENT AGREEMENT DA 2024-01 WITH
YUANQIANG FENG, 402 JACKSON BLVD, ISLETON, CA 95641**

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

WHEREAS, Yuan Qiang Feng. ("Developer") leases the real property located at 402 Jackson, City of Isleton, County of Sacramento ("Subject Property"); and

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

WHEREAS, this Ordinance shall be effective upon the City Council's approval of the Conditional Use Permit CUP 01-24, which was considered during a public hearing at the City Council's regular meeting on October 22, 2024.

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Isleton this 22nd day of October, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Pamela Bulahan

ATTEST:

APPROVED AS TO FORM:

Yvonne Zepeda, Deputy City Clerk

Andreas Booher, City Attorney

Second reading conducted and ordinance adopted at a meeting held on _____, of _____ 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Pamela Bulahan, Mayor

ATTEST:

Yvonne Zepeda, Deputy City Clerk

Attachment 1 – Development Agreement

**ATTACHMENT 5
YUANQIANG FENG Use Permit Application
DEVELOPMENT AGREEMENT**

Development Agreement DA 2024-01

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ISLETON
AND YUANQIANG FENG**

DEVELOPMENT AGREEMENT

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

RECITALS

- A. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65864 et seq. (the "Development Agreement Law"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property, which is the subject of the development project application.
- B. **Public Hearing.** On October 22, 2024, the City Council, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code section 65867, considered this Agreement and recommended approval of this Agreement.
- C. **Environmental Review.** On October 22, 2024, the City Council determined that the Project (as defined herein) is exempt from environmental review in accordance with Section 15301 for Existing Facilities of the California Environmental Quality Act, Guidelines.
- D. **Need for Services and Facilities.** Development and operation of the Project will result in a need for municipal services and facilities, including police and fire protection services.
- E. **Contribution to Costs of Facilities and Services.** Developer agrees to make the quarterly payments set forth herein, which payment may be used by the City for any legal purpose. City and Developer recognize and agree that but for Developer's quarterly payments City would not and could not approve use of the Property for the Project as provided by this Agreement. City's approval of this Agreement is in reliance upon and in consideration of Developer's agreement to make the payments required hereunder.
- F. **Public Benefits.** Development of the Project will result in significant public benefits, as more fully described hereinafter, including, without limitation:
 1. The provision of opportunities for employment;
 2. Implementation of Crime Prevention Through Environmental Design ("CPTED") development principles during the operation and maintenance of the Property; and
 3. The furtherance of the economic development goals and objectives of the City.
- G. **Developer Assurances.** In exchange for the benefits to the City in the preceding Recitals, together with the other public benefits that will result from the development of the Property, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the items set forth herein.

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

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

AGREEMENT

1. **Definitions.** In this Agreement, unless the context otherwise requires, terms have the following meaning. Capitalized terms within the Exhibits not defined below have the meaning set out in the Exhibits.
- 1.1. "Adopting Ordinance" means Ordinance No. 19-05, adopted by the City Council March 12, 2019, which approves this Development Agreement as required by the Development Agreement Law.
 - 1.2. "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.
 - 1.3. "Authorized Operator" means a fully-licensed operator engaged by the Developer and approved by the City to operate portions of the Project on behalf of the Developer.
 - 1.4. "CEQA" means the California Environmental Quality Act, as set forth at California Public Resources Code, Division 13, commencing at Section 21000 and the CEQA Guidelines as set forth in Title 14 of the California Code of Regulations commencing at Section 15000.
 - 1.5. "City" means the City of Isleton, including its agents, officers, employees, representatives and elected and appointed officials.
 - 1.6. "City Manager" means the City Manager of the City of Isleton, or his or her designee.
 - 1.7. "Conditional Use Permit" means the Conditional Use Permit for the Project approved by the City Council on October 22, 2024, as that Conditional Use Permit may be modified or amended from time-to-time.
 - 1.8. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.
 - 1.9. "Development Agreement Law" means Government Code section 65864 et seq. and the procedures and requirements for the consideration of development agreements contained in Ordinance No. 2018-02. In the event of a conflict, the requirements of Government Code Section 65864 et seq. shall control.
 - 1.10. "Developer" means Delta Agricultural Holdings, LLC, together with any Successor duly approved by the City in accordance with the terms of this Agreement.

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

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

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

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

- 1.21.2. This Development Agreement, as adopted on October 22, 2024, by City Ordinance No. 2024-08 (the "Adopting Ordinance").
- 1.22. "Property" means 402 Jackson Boulevard of the Commercial Property consisting of 6,800 square feet. A site plan showing the Property occupied by the Facility is contained in Exhibit C.
- 1.23. "Public Safety and Security Plan" has the meaning set forth in Section 10.2.1.
- 1.24. "Successor" or "Successor in Interest" means any subsequent entity or individual that acquires all or any portion of Developer's interest in the Property; provided, however, that no Successor shall acquire any rights pursuant to this Agreement unless and until that Successor is approved by the City and complies with all applicable requirements of Section 15 of this Agreement.
2. **Incorporation of Recitals.** The Recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.
3. **Description of the Project.** The Project consists of occupying Unit B, 4,000 square feet of an existing 6,800 square foot industrial building to operate a cannabis cultivation, processing and distribution. Developer's operations are more fully described in Exhibit A. Developer shall ensure that the Project is operated in accordance with Exhibit A at all times. In the course of operating the Project, Developer may enter into an agreement with an Authorized Operator to operate the Project. The engagement of any Authorized Operator shall be reviewed by the City and require the prior written consent of the City. Any such agreement between the Developer and any Authorized Operator shall provide that:
- 3.1. The Authorized Operator shall make payments in accordance with Section 10.1.1 of this Agreement; and
- 3.2. The Authorized Operator shall be subject to the record keeping, reporting, and audit requirements described in Section 10.1.2 of this Agreement; and
- 3.3. The Authorized Operator shall maintain all licensing necessary to operate those portions of the Project that the Authorized Operator has been engaged to operate.
4. **Description of Property.** The Property, which is the subject of this Agreement, is defined in Section 1.21.
5. **Relationship of City and Developer.** This Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. It is agreed among the parties that the Project is a private development and that the relationship of the Developer and City is and at all times shall remain solely that of the City as a regulatory body and the Developer as the property owner. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer undertaking a joint venture or partnership.
6. **Representations, Warranties and Acknowledgments.**

- 6.1. **Interest in Property.** Developer represents and warrants that as of the Effective Date, Developer is the lessee of the Property under the Property Lease, and as such holds a leasehold interest in and to the Property. Developer further represents that all persons holding legal or equitable interest in the Property have consented to the Agreement.
- 6.2. **Authority.** The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.
- 6.3. **Brokers.** The Parties agree that the City has had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this Agreement, Developer shall indemnify, defend and hold harmless the City in accordance with Section 14.1.
- 6.4. **Procedures and Requirements.** The Parties acknowledge that this Agreement is subject to the procedures for approval, amendment and administration set forth in the Development Agreement Law.

7. **Effective Date and Term.**

- 7.1. **Effective Date.** The Effective Date of this Agreement means the date defined at Section 1.10 of this Agreement.
- 7.2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in force until the first to occur of the following events: 1) this Agreement is terminated in accordance with terms set forth herein; or 2) Developer no longer has a legal interest in the Property or has ceased all operations on the Property.
- 7.3. **Termination by Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties.
- 7.4. **Termination for Failure to Obtain or Maintain Required State or Local Licenses.** If Developer fails to obtain or maintain in effect all state and local licenses required for the Project in accordance with Section 9.3.1, City may terminate this Agreement.
- 7.5. **Termination Resulting from Governmental Action.** In the event legal action is initiated or threatened by any governmental jurisdiction other than the City on the grounds that approval or implementation of this Agreement (or any part) constitutes a violation of state or federal law, and the parties are unable to reach agreement between themselves and the governmental jurisdiction on amendments to this Agreement that will resolve the dispute and still preserve the material terms of this Agreement, then either party may terminate this Agreement without compliance with the Default Procedures set forth in Section 13. If this Agreement is terminated pursuant to this section, Developer shall immediately cease operations at the Facility, the Conditional Use Permit shall be

automatically terminated, and the Parties shall have no further rights or obligations under this Agreement (other than the rights under Section 14, which survive termination).

- 7.6. **Termination Upon Surrender or Revocation of Conditional Use Permit.** If the Developer voluntarily surrenders the Conditional Use Permit, or if the Conditional Use Permit is revoked by the City, then Developer shall immediately cease operations at the Property and this Development Agreement shall terminate automatically, without further action required by either party. In such an event, Developer waives the default procedures set forth in Section 13 of this Agreement, including the notice and cure rights contained therein, and the Parties shall have no further rights or obligations under this Agreement (other than the rights under Section 14, which survive termination).
- 7.7. **Termination for Failure to Cure Default.** If Developer fails to cure any defect in accordance with Section 13.3 of this Agreement, this Agreement shall terminate automatically one hundred twenty (120) days after receipt of the first notice of default, without any further action by either party.
- 7.8. **Effect of Termination.** This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms and conditions concerning the proposed development and operation of the Project in a manner that is consistent with the Project Approvals. Accordingly, nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development or operations of the Property, except for those rights set forth in this Agreement.

8. **Development of the Project.**

- 8.1. **Development Rights.** This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms concerning the development and use of the Property by Developer. Accordingly:
- 8.1.1. Developer acknowledges that it has no existing "vested rights" (as that term is used in California land use law) concerning the Property or the Project.
- 8.1.2. Nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development or use of the Property, and the Parties agree that development and use of the Property shall be governed by the land use and other regulations in effect at the time of development and operation.
- 8.1.3. Except as expressly provided herein, nothing contained in this Agreement is intended or shall be construed to affect in any way the permitted uses of the Property, the density and intensity of use, the maximum height and size of buildings, or the reservation or dedication of land for public purposes which shall continue to be governed by the City's General Plan, the City's zoning code, and all other entitlements and ordinances now existing or which may be amended or enacted in the future.
- 8.1.4. The City expressly reserves the right to adopt and apply regulations to protect the City and its citizens from immediate risks to health and safety. The Developer

hereby agrees that any regulation imposed by the City with respect to flood protection adopted in response to federal, state, or local guidelines, regulations, or directives, including without limitation the implementation of a moratorium on development activities, shall be deemed necessary to protect the public health and safety.

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

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

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

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

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

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

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

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

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

10. Additional Developer Obligations.

10.1. Payments to City.

10.1.1. Required Payment. Developer and any Authorized Operator shall make quarterly payments to the City equal to two percent (2%) of Developer's and any Authorized Operator's Gross Receipts from Operations. Payments shall be made by the last day of the month following the end of each quarter (i.e., April 30th for the quarter running from January 1 through March 31). Payments shall be accompanied by such documentation as may be reasonably required by the City. The 2% fee on Developer's and any Authorized Operator's Gross Receipts is not a tax and is particularly not an indirect tax on any consumer such as a sales and use tax, but is rather a direct fee levied on the Gross Receipts of the Developer and any Authorized Operator as a condition of this Development Agreement that is not to be passed along to the ultimate consumer. If the Developer or any Authorized Operator chooses to pass the 2% fee along to any consumer, it shall be required to include such amounts collected from any consumer as Gross Receipts. This documentation will include (but may not be limited to) the transportation manifests for cannabis products received at or transported from the Facility, and an accounting of Gross Receipts from Operations during the previous quarter. Late payments shall include interest at a rate of ten percent (10%) per annum. Failure to make any payment required by this Agreement when due shall be a material breach of the Agreement subject to Cure under the provisions of Section 13.3. Payments to the City shall be made by check, direct deposit, wire transfer or other electronic form of payment that originates from a legal financial channel that has been agreed to in advance by both parties. Upon request and with a minimum of ten (10) business days' notice prior to payment due date, alternative forms of payment, including cash, may be authorized at the City's discretion.

10.1.2. Reporting of Gross Receipts from Operations.

- (a) **Quarterly Receipts.** No later than the last day of the month following the end of each quarter, Developer shall deliver to City a report (the "Quarterly Report") showing (i) Gross Receipts from Operations for the immediate prior quarter received by Developer, and a cumulative total of

all amounts of Gross Receipts from Operations received by Developer for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior quarter, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.

(b) Statements of Receipts. Developer shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles. For purposes herein "books and records" shall mean all bookkeeping or accounting documents Developer utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as City shall reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If, at any time during the Term, such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from Operations as herein required, Developer shall, upon the written request of City, procure and maintain such books and records as shall be of a character and form adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Developer, but only to the extent necessary for a proper determination of Gross Receipts from Operations, and all such books, records, documents and other items shall be held available for such audit and examination. Upon request by the City, Developer shall make all such books, records and documents available to the City, and provide removable copies thereof, within thirty (30) days of the date of the City's request. The cost for any audit shall be paid fully Developer. Developer shall preserve such books, records, documents, and other items in West Sacramento for a period of not less than seven (7) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Developer claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are resolved. City shall keep strictly confidential all statements of revenue furnished by Developer and all other information concerning Developer's operation of the Premises obtained by City as a result of the inspection, audit and examination privileges of City hereunder, except as otherwise required by law. If City receives a request for such information pursuant to the Public Records Act (California Government Code §§7920.000 et seq.), City shall provide Developer notice of any such request prior to disclosing any such information.

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

10.1.3. Applicability of Future Revenue Mechanisms. During the term of this Agreement, if the City imposes an alternative revenue mechanism specifically

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

10.2. Public Safety and Security.

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

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

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

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

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

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

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

12. **Annual Review of Agreement.**

- 12.1. **Review Date.** The annual review date of this Agreement (the "Review Date") as required by Development Agreement Law shall be approximately twelve (12) months from the Effective Date and every twelve (12) months thereafter.
- 12.2. **Procedures.** The procedures for annual review shall be as set forth in the Development Agreement Law.
- 12.3. **Fee for Annual Review.** The reasonable cost for the City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by the City in connection with the review.

13. **Default.**

- 13.1. **Default.** The failure of either party to perform any obligation or duty under this Agreement within the time required by this Agreement shall constitute an event of default. For purposes of this Agreement, a Party asserting that the other Party is in default shall be referred to as the "Complaining Party" and the other Party shall be referred to as the "Defaulting Party."
- 13.2. **Notice.** The Complaining Party may not place the Defaulting Party in default unless it has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.
- 13.3. **Cure.** The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. In the case of monetary defaults (e.g. failure to make the payments required by Section 9.1.1), any default must be cured completely within this thirty (30) day period. In the case of non-monetary defaults, if the default cannot be reasonably cured within such time, the default shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than one hundred twenty (120) days after receipt of the first notice of default.
- 13.4. **Remedies.** If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to terminate this Agreement upon notice to the Defaulting Party and the Complaining Party may pursue all remedies available by law or in equity, including specific performance and injunctive relief.
- 13.5. **Additional Procedures and Remedies.** The Parties acknowledge that the foregoing default procedures and remedies are in addition to, and not in lieu of, the procedures and remedies set forth in Article 14, Section 1414 of the Municipal Code, and Developer

waives the argument that any default taken against Developer is not valid for failing to comply with the procedures and remedies set forth in Article 14, Section 1414.

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

14. **Insurance and Indemnity.**

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

14.2. **Insurance.**

- 14.2.1. **Public Liability and Property Damage Insurance.** At all times that Developer is constructing any improvements to the Property, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of five million dollars (\$5,000,000) and a deductible of not more than fifty thousand dollars (\$50,000) per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

- 14.2.2. **Workers' Compensation Insurance.** At all times that Developer is constructing any improvements, Developer shall maintain workers' compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.
- 14.2.3. **Evidence of Insurance.** Prior to commencement of construction of any improvements, Developer shall furnish City satisfactory evidence of the insurance required by this Sections 14 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project. Developer shall additionally furnish City satisfactory evidence of the insurance coverage required under this Section whenever a policy is renewed, changed without impact to coverage, or at City's request.

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

15.1. **Assignment.**

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

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

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

15.4. **Runs with the Land.** Except as otherwise provided in this Agreement, and for so long as this Agreement remains in effect, all of the provisions, rights, terms, covenants, and

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

16. **Miscellaneous.**

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

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

CITY OF ISLETON
101 2nd St.
Isleton, CA 95641

Attn: City Manager
(916) 777-7770

with copies to:

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833
Attn: Jeff Mitchell, City Attorney
(916) 321-4500

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

Yuanqiang Feng
Attn: Julie He
10183 Patti Way, Elk Grove CA 95757
Phone: (916) 230-6060

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

- 16.4. **References to Municipal Code.** This Agreement contains references to articles and sections of the City's Municipal Code. If, after the Effective Date, the City amends or renumbers its Municipal Code, then the references in this Agreement shall be understood to apply to the amended or renumbered Municipal Code.
- 16.5. **Construction of Agreement.** The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives and purpose of the parties hereunder. The captions preceding the text of each Article, Section, and subsection hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders and vice versa.
- 16.6. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties and any Successors. No other party shall have any cause of action or the standing to assert any rights under this Agreement.
- 16.7. **Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement.** Should any legal action be brought by either Party for breach of this Agreement or to enforce any provisions herein, each Party shall bear its own costs (including attorneys' fees) and neither Party shall be entitled to recover such costs from the other Party.
- 16.8. **Liability of City Officials.** No City official or employee shall be personally liable under this Agreement.

- 16.9. **Delegation.** Any reference to any City body, official or employee in this Agreement shall include the designee of that body, official or employee, except where delegation is prohibited by law.
- 16.10. **Severability.** Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
- 16.11. **Integration.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by all of the Parties.
- 16.12. **Counterparts.** This Agreement may be signed in one (1) or more counterparts, and will be effective when the Parties have affixed their signatures to counterparts, at which time the counterparts together shall be deemed one (1) original document; provided, however, that all executed counterparts are provided to the City Clerk.
- 16.13. **Interpretation.** The Parties acknowledge that this Agreement has been negotiated by both Parties and their legal counsel and agree that this Agreement shall be interpreted as if drafted by both Parties.
- 16.14. **Inconsistency.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals or Exhibits, this Agreement shall prevail.
- 16.15. **Incorporation.** The Recitals, Exhibits, and all defined terms in this Agreement are part of this Agreement.
- 16.16. **Applicable Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Sacramento or, in the event of federal litigation, the Eastern District of California.
- 16.17. **Time of the Essence.** Time is of the essence of this Agreement.

(Signatures on Next Page)

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

"CITY"

CITY OF ISLETON,
Municipal corporation

By: _____
Pamela Bulahan, Mayor

Dated: Fill In

"DEVELOPER"

Yuanqiang Feng,
Sole Proprietor

By: _____

Name: _____

Developer

Dated: Fill In

ATTEST:

Yvonne Zepeda, City Clerk

APPROVED AS TO FORM:

Jeff Mitchell, City Attorney

List of Exhibits:

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

Exhibit A

Project Description

Yuanqiang Feng ("Developer") proposes to develop and operate a legal cannabis cultivation, processing, and distribution facility within Unit B, a 4,000 square foot portion of an existing 6,800 square foot industrial/commercial building at 402 Jackson Boulevard, in Isleton, California (APN 157-0073-031 pursuant to a City-issued Conditional Use Permit 01-24.

Exhibit B

Legal Description of the Property

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

LOT:17 BLK:30 CITY OF ISLETON, LOT 17, BLOCK: 30

APN: [157-0073-031)

Exhibit C

Site Plan Showing Location of the Facility and the Property

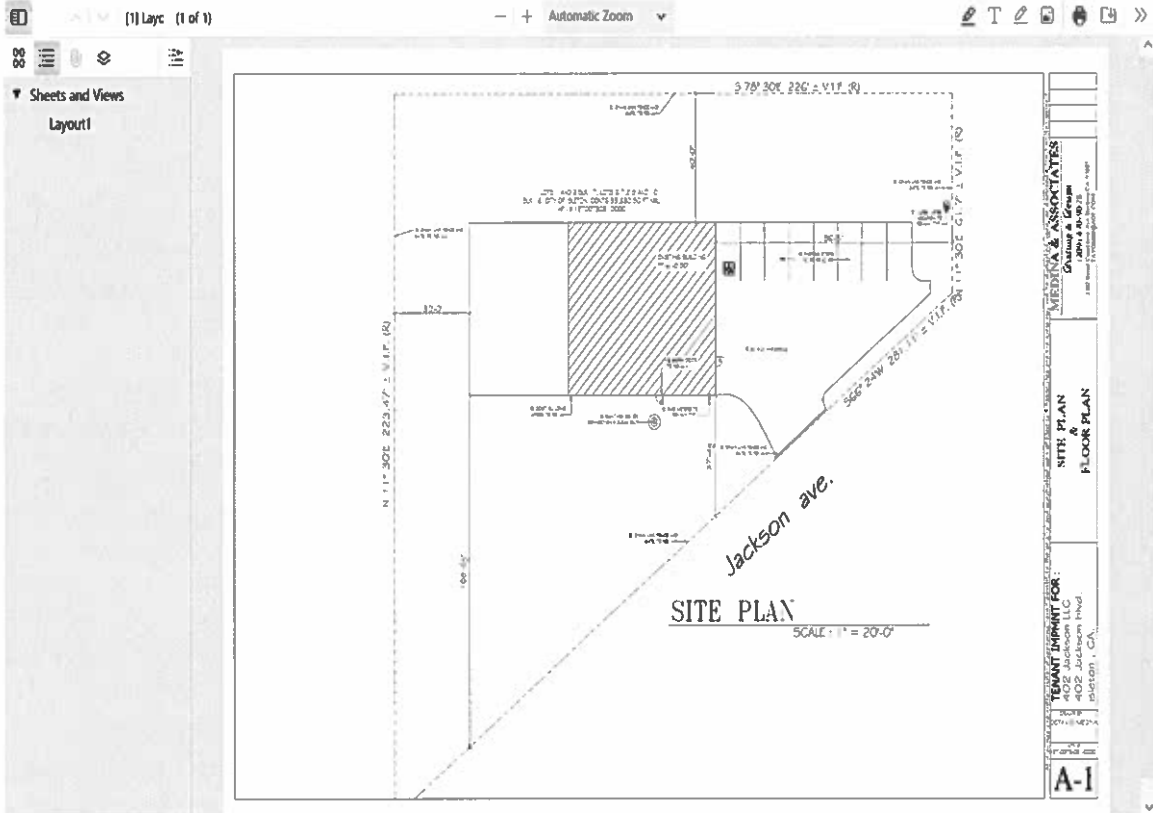


Exhibit D

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Yuanqiang Feng
10183 Patti Way, Elk Grove CA 95757
Attn:Yuanqiang Feng

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Yuanqiang Feng Development Agreement)**

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

RECITALS

A. The City of Isleton and Developer entered into that certain Development Agreement recorded in the Official Records of Sacramento County, California, on _____, 20__, as Instrument No. 20__ - _____ (the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop 402 Jackson Blvd Isleton, CA 95641 which real property is more particularly described in the Development Agreement and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Industrial Property"), subject to certain conditions and obligations as set forth in the Development Agreement.

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

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

ASSIGNMENT AND ASSUMPTION

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

1. Developer hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement.
2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement. The parties intend hereby that, upon the execution of this Agreement, Assignee shall become the "Successor" (as defined in the Development Agreement) to Developer under the Development Agreement solely with respect to the Subject Property.

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

Yuanqiang Feng
10183 Patti Way
Elk Grove CA 95757

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

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

“CITY” “DEVELOPER”

“ASSIGNEE”

By: _____
Name: Pamela Bulahan, Mayor
Dated: _____

By: _____
Name: Yuanqiang Feng
Dated: _____

Exhibits:

A - Legal Description of the Property

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

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

Acknowledgment

State of California }
County of Sacramento }

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

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

Witness my hand and official seal.

_____, Notary Public

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

Acknowledgment

State of California }
County of Sacramento }

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

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

Witness my hand and official seal.

_____, Notary Public

Exhibit A to Assignment and Assumption Agreement

LEGAL DESCRIPTION OF THE PROPERTY

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

LOT:17 BLK:30 CITY OF ISLETON, LOT 17, BLOCK: 30

APN: [157-0073-031]

Exhibit A to Assignment and Assumption Agreement (continued)



Exhibit E

Memorandum of Development Agreement

Recording Requested by and

When Recorded Return to:

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

No recording fee required pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF DEVELOPMENT AGREEMENT
Yuanqiang Feng

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made this ___ day of _____, 2024, by and between the CITY OF ISLETON, a municipal corporation ("City"), Yuanqiang Feng ("Developer"), and Delta Boys Enterprise LLC ("Owner"), collectively referred to as the "Parties." Developer is the lessee under the terms of that certain unrecorded lease dated May 30th, 2024, be and between Developer and Owner.

City and Developer are Parties to that certain "Development Agreement" approved by Ordinance 2024-08 (the "Development Agreement"), the terms and conditions of which are hereby incorporated by this reference as if set forth in full herein. The Development Agreement applies to the development and operation of a "Facility" (as defined in the Development Agreement) that is located on certain real property situated in the County of Sacramento, State of California, and legally described as follows (the "Property"):

[See Exhibit A]

"CITY"

CITY OF ISLETON,
a municipal corporation

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

"DEVELOPER"

Yuanqiang Feng
Sole Proprietor

By: _____
Name: _____
Its: Developer
Dated: (date)

"OWNER"

By: _____
Name: _____
Its: _____
Dated: _____

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

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

Acknowledgment

State of California)
County of Sacramento)

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

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

Witness my hand and official seal.

_____, Notary Public

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

Acknowledgment

State of California)
County of Sacramento)

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

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

Witness my hand and official seal.

_____, Notary Public

Exhibit A to Memorandum of Agreement

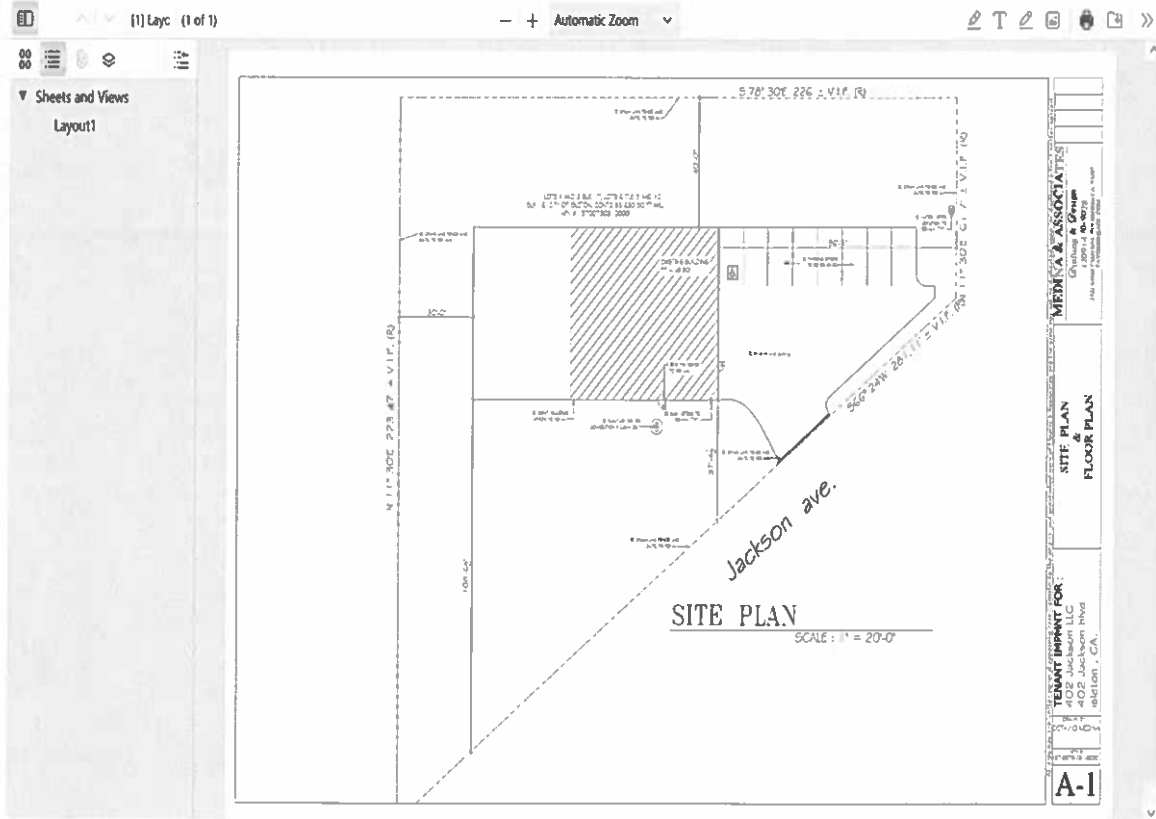
Legal Description

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

LOT:17 BLK:30 CITY OF ISLETON, LOT 17, BLOCK: 30

APN: [157-0073-031]

Exhibit A to Memorandum of Agreement (continued)



Attachment C

Photos of Project Site and Building





Attachment D
Project Operational/Business Plan
And Full Site and Floor Plans

YUAN QIANG FENG

402 Jackson Blvd, Isleton CA 95641



**Commercial
Cannabis
Cultivation
Business
Proposal**



Property Description

402 Jackson Blvd, Isleton is located in an Industrial Zone. It is outside of a sensitive use area. The total square footage is 4,000.

Business Description

Yuan Qiang Feng will head up his team of cannabis experts to oversee the cannabis cultivation. His team includes business leaders in the cannabis field with over 40 years of combined expertise in cannabis agriculture, economic development, government & political affairs. Mr. Sebastian Maldonado is a Delta native and master grower with over 10 years of experiences in California's cannabis industry. Sebastian will serve as the project's expert consultant. Furthermore, Sebastian will lead our business development strategy, government relations and compliance program. He has successfully navigated cannabis land use policy for projects across California.

Our team is determined to increase community awareness of the medical benefits of cannabis, reducing the stigma associated with use of cannabis for health purposes, and expanded access to this important medicine for the groups who need it most- seniors, veterans, and low income patients.

Our passion and subject matter expertise is evident across the industry supply chain. From seed-to-sale, we embrace industry best practices. We work in alliance with industry brand leaders and regional farmers, who share our desire for providing the absolute highest quality cannabis to customer for the lowest cost.

We are excited to bring all that we have learned as growers, advocates, business professionals, and community members to bear in opening a vertically integrated facility in the City of Isleton.

Yuan Qiang Feng plans to revitalize an existing building at 402 Jackson Blvd. We plan to develop a state of the art indoor cultivation. The facility is located within the Industrial Zone on approximately .88 acres.

The existing warehouse is 4,000 square feet. The development will include remodeling exterior and building interior cultivation rooms. Upon completion the site will include a 3,000 square foot indoor cultivation facility to include grow rooms for 100 lights, one processing room, storage room, and one receiving area. The project is estimated to cost \$1.4 million dollars.

Hours of Operation

The cultivation facility will operate from 9:00 a.m. through 5:00 p.m., seven days a week.

Employees

Two (2) full Time employee, splitting shifts and days

Odor Control

The cultivation facility will ensure that it does not emit a detectable odor. Specifically, odor control at the cultivation facility will be handled by mechanical ventilation.

Odor control System, UV Ultra Violet, HVAC upper wall fans, pull out air flow inside vent exhaust fans, HVAC Systems, Surma Commercial Chillers, Heat Pumps, Nutrient cooling Systems

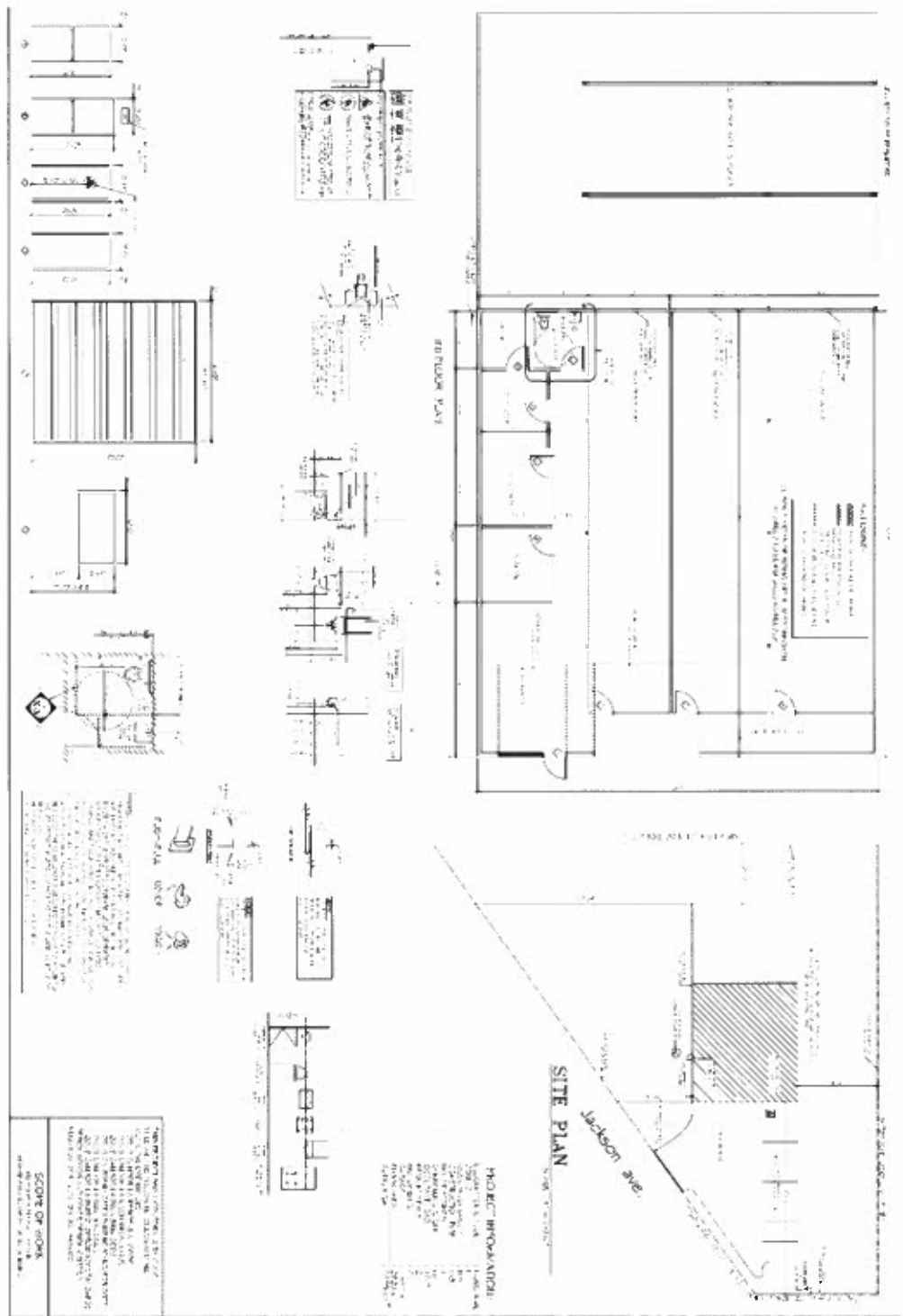
Security System

Security Systems Cameras, Surveillance compliance, CCTV Dynamics, I-502 systems Gate and Visual, 32 Camera's, intercom, WIFI system, monitors, and Video Surveillance Cameras Utilizing Day/Night Functionality. There will also be 24 hours onsite security guard.

Access Levels

Only permitted employees will be allowed into respective areas of the facility in which their access levels are assigned. All access levels shall be created unique, named logically, and shall not share common access areas with restricted access areas.

Project Site and Floor Plans:

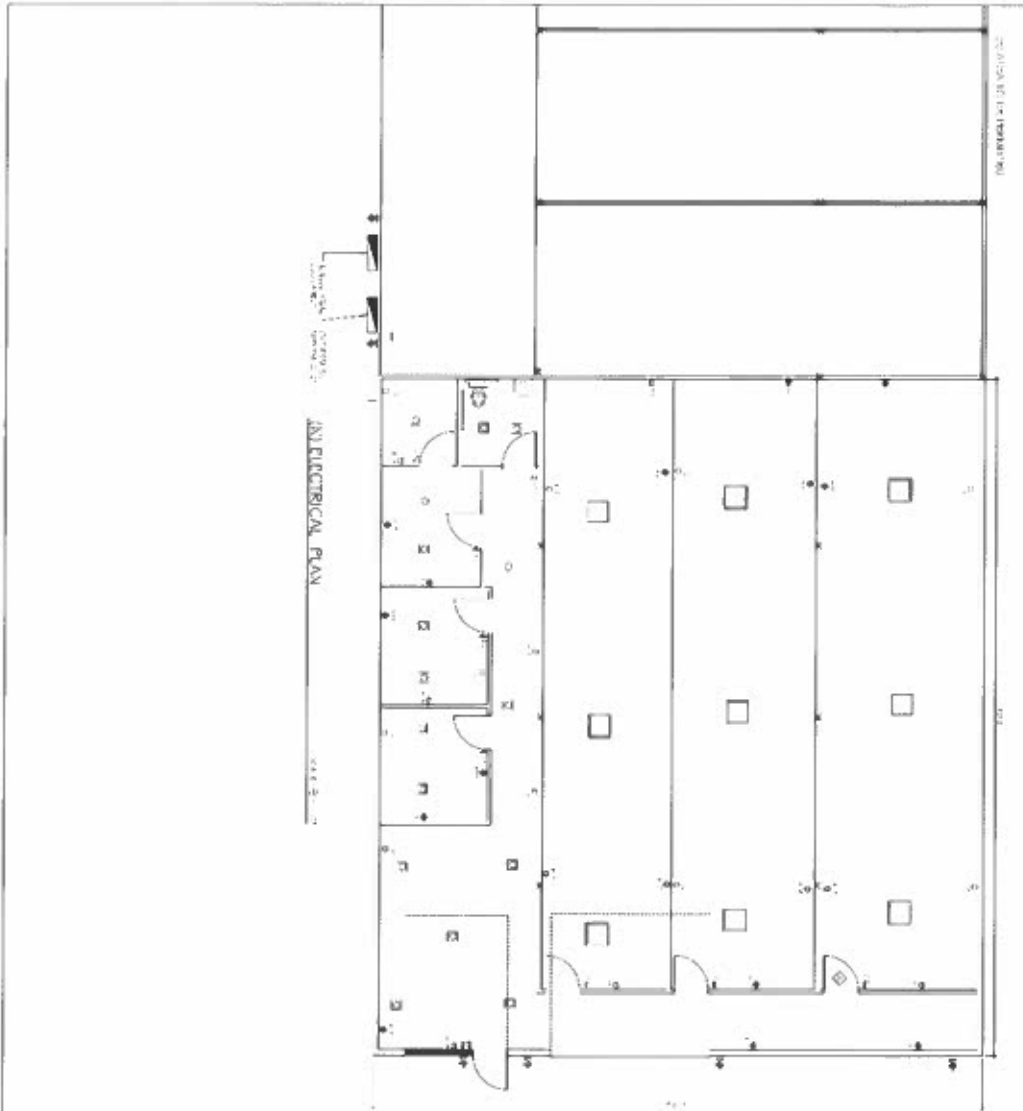


A-1

TENANT IMPMNT FOR:
 402 Jackson LLC
 402 Jackson Blvd.
 Isleton, CA.

**SITE PLAN
 &
 FLOOR PLAN**

MEDINA & ASSOCIATES
 Trading & Design
 (209) 470-4028
 201 E. STREET, SUITE 4, FIDELITY, CA 95021
 (A) (M) (P) (S) (L) (U) (N)



ELECTRICAL LEGEND:

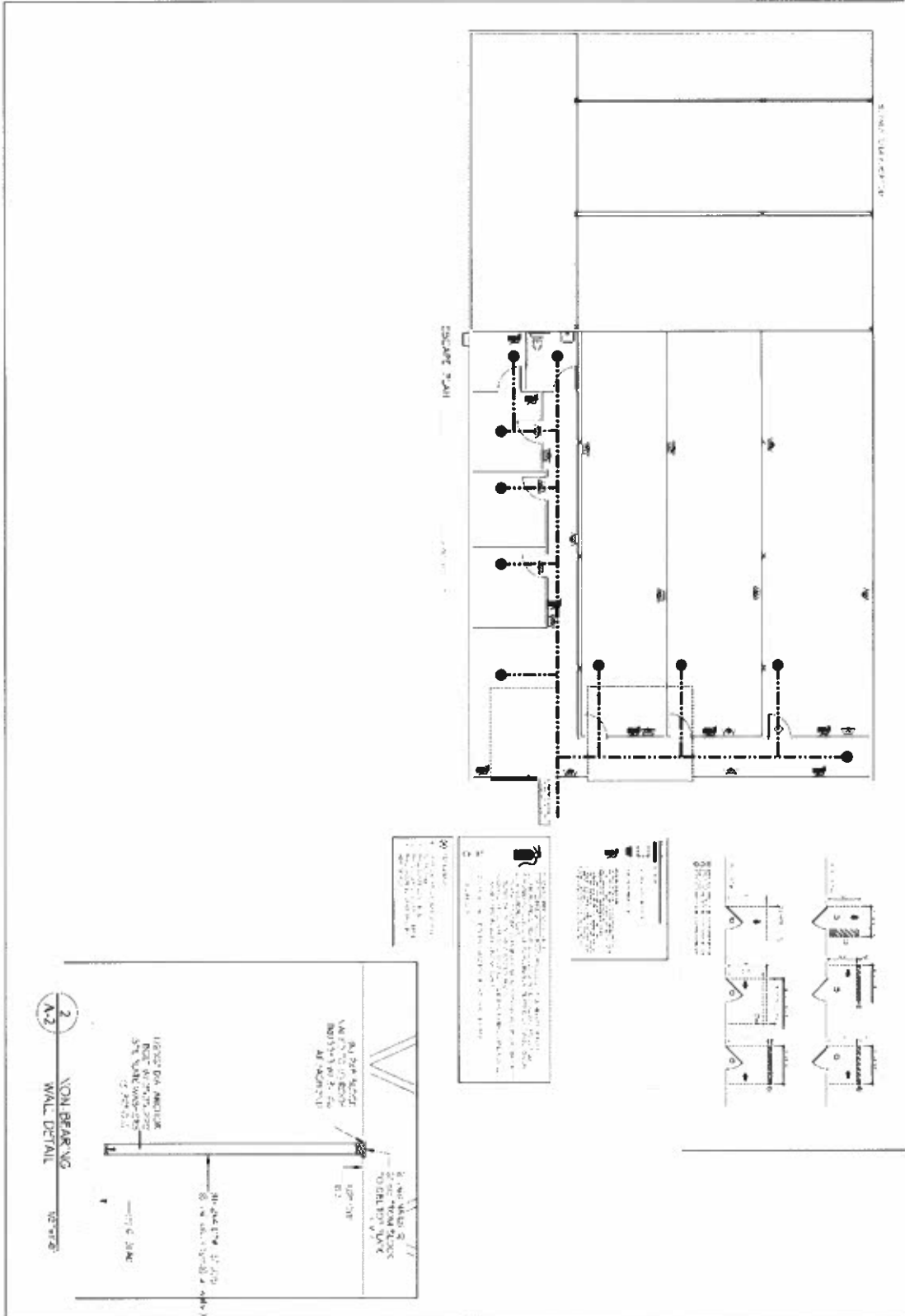
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- 2. SWITCH
- 3. RECEPTACLE
- 4. PANEL
- 5. CONDUIT
- 6. TRUNKING
- 7. CABLE TRAY
- 8. TELEPHONE
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NOTES:
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 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72) AND THE CALIFORNIA FIRE ALARM AND SIGNAL CODE (CFAS).
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL WIRE MESSAGING CODE (NWMC) AND THE CALIFORNIA WIRE MESSAGING CODE (CWMC).
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL COMMUNICATIONS CODE (NCC) AND THE CALIFORNIA COMMUNICATIONS CODE (CCC).
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL TELEVISION AND SOUND BROADCASTING CODE (NTSBC) AND THE CALIFORNIA TELEVISION AND SOUND BROADCASTING CODE (CTSBC).
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BROADCASTING CODE (NBC) AND THE CALIFORNIA BROADCASTING CODE (CBC).
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A-2	TENANT IMPMNT FOR : 402 Jackson LLC 402 Jackson Blvd. Isleton, CA.	ELECTRICAL PLAN	MEDINA & ASSOCIATES Drafting & Design (209) 478-9038 2121 Road 1 and Hwy 716, Isleton, CA 94527 T:530.886.3666
	<p>NOTES: 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE CALIFORNIA ELECTRICAL CODE (CEC). 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72) AND THE CALIFORNIA FIRE ALARM AND SIGNAL CODE (CFAS). 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL WIRE MESSAGING CODE (NWMC) AND THE CALIFORNIA WIRE MESSAGING CODE (CWMC). 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL COMMUNICATIONS CODE (NCC) AND THE CALIFORNIA COMMUNICATIONS CODE (CCC). 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL TELEVISION AND SOUND BROADCASTING CODE (NTSBC) AND THE CALIFORNIA TELEVISION AND SOUND BROADCASTING CODE (CTSBC). 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BROADCASTING CODE (NBC) AND THE CALIFORNIA BROADCASTING CODE (CBC). 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL TELEVISION AND SOUND BROADCASTING CODE (NTSBC) AND THE CALIFORNIA TELEVISION AND SOUND BROADCASTING CODE (CTSBC). 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BROADCASTING CODE (NBC) AND THE CALIFORNIA BROADCASTING CODE (CBC). 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL TELEVISION AND SOUND BROADCASTING CODE (NTSBC) AND THE CALIFORNIA TELEVISION AND SOUND BROADCASTING CODE (CTSBC). 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BROADCASTING CODE (NBC) AND THE CALIFORNIA BROADCASTING CODE (CBC).</p>		

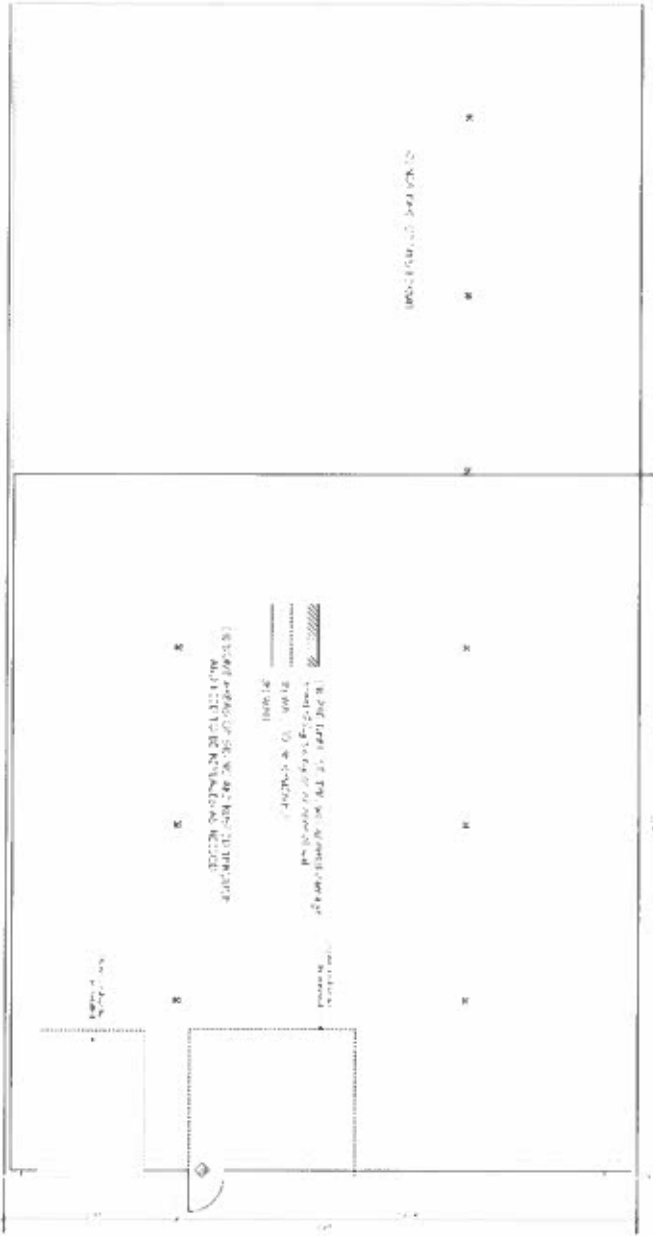


A-3

TENANT IMPMNT FOR :
 402 Jackson LLC
 402 Jackson Blvd.
 Menlo Park, CA

EXITING PLAN

MEDINA & ASSOCIATES
Trading & Design
 (310) 470-0028
 2274 Lincoln Blvd., #111 Redwood City, CA 94061
 T: 415.862.5000



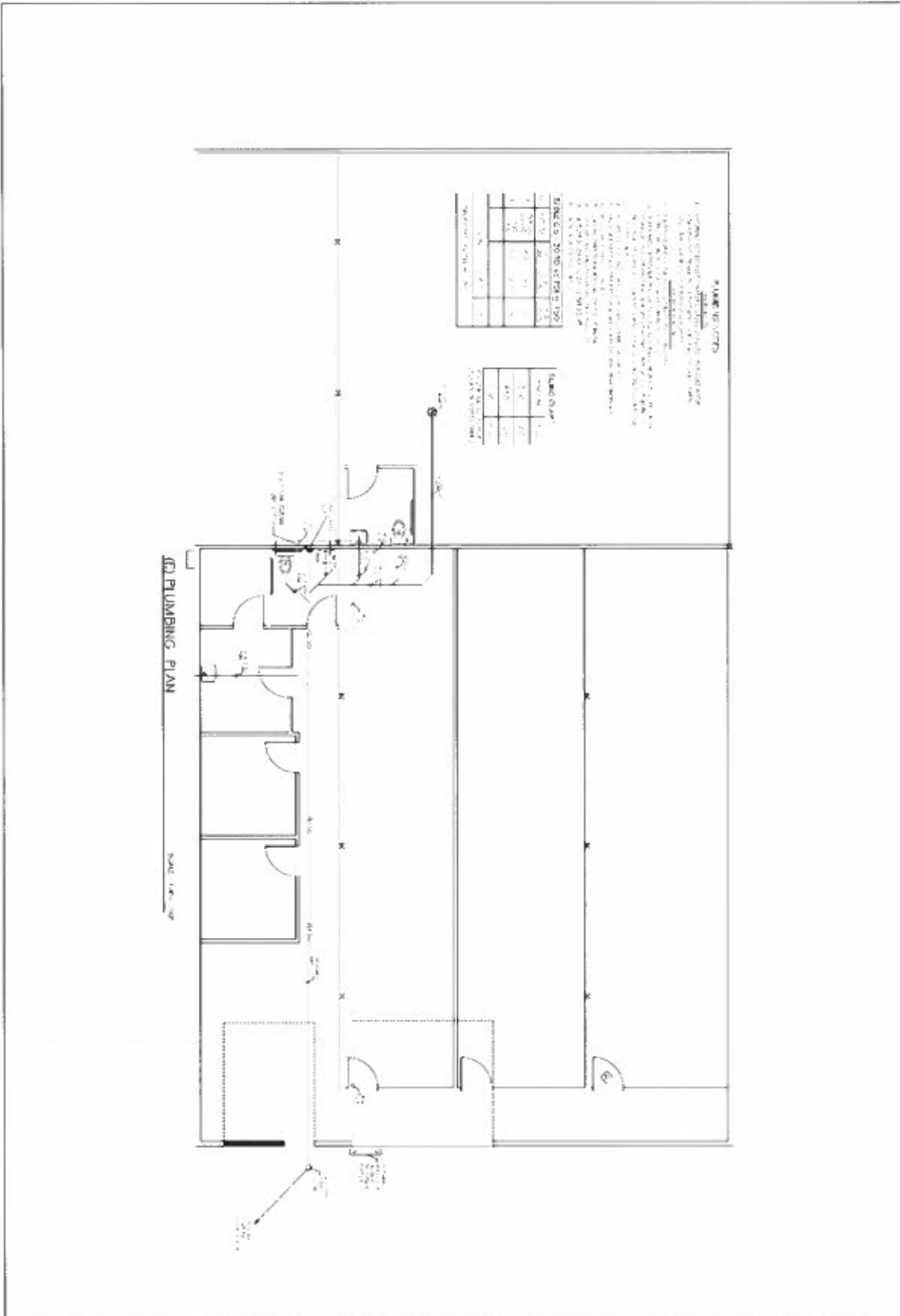
EXISTING FLOOR PLAN

A-4

TENANT IMPMNT FOR :
 402 Jackson LLC
 402 Jackson Blvd.
 Esleton, CA.

EXISTING PLAN

MEDINA & ASSOCIATES
Trading & Design
 (209) 470-9028
 4122 Kings Lane, Inc. #1000, San Jose, CA 95131
 TAYLOR@AGT.COM



A-5

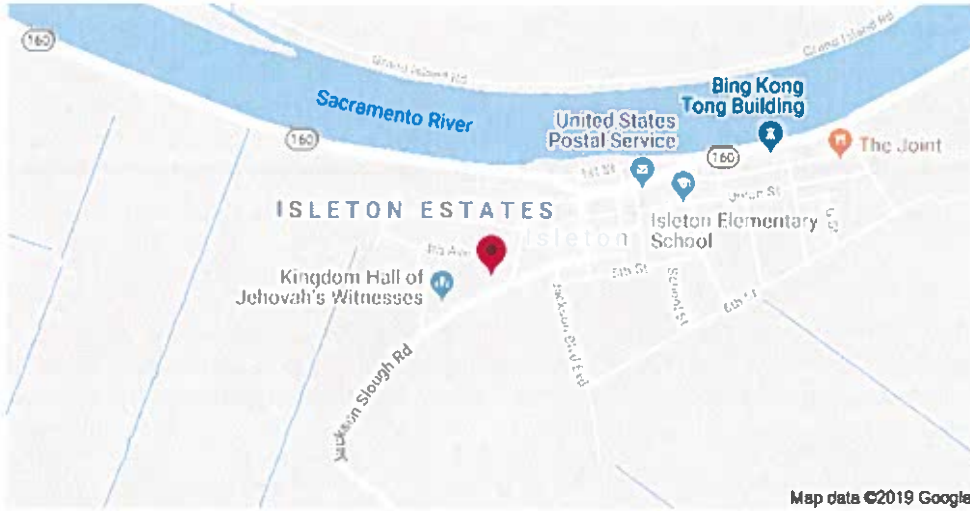
DATE: 01/15/2020
TIME: 10:00 AM
PROJECT: 402 JACKSON BLVD

TENANT IMPMNT FOR :
402 Jackson LLC
402 Jackson Blvd.
Isleton, CA.

PLUMBING PLAN

Attachment E

Vicinity Map and Aerial Photo of Site

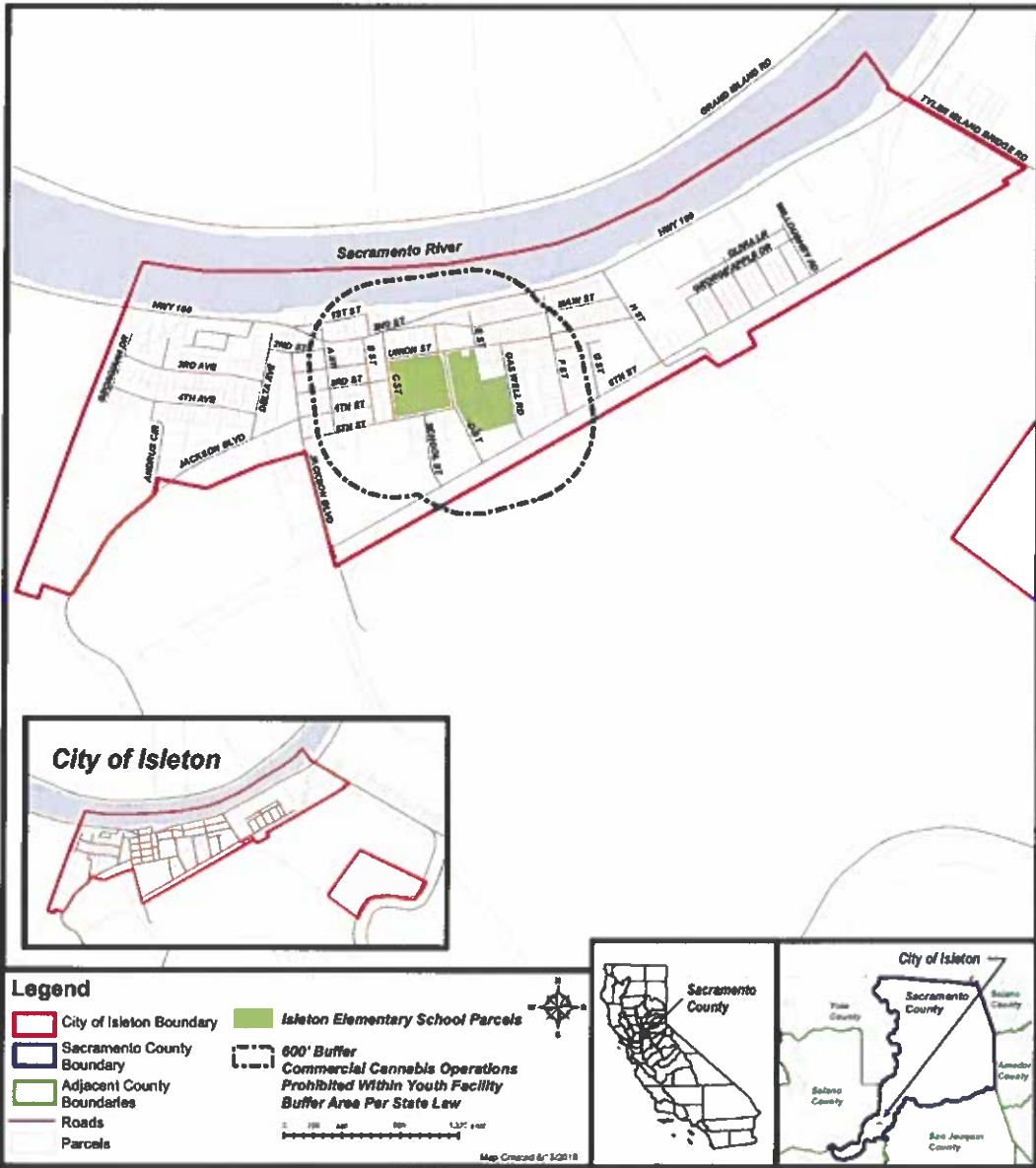


VICINITY MAP



Attachment F Youth Facility Map

CITY OF ISLETON
COMMERCIAL CANNABIS OPERATIONS PROGRAM
YOUTH FACILITY BUFFER AREA



Attachment G

General Plan Consistency Evaluation

INDUSTRIAL LAND USE POLICIES AND PROPOSALS

Building Density: **Generally 1 to 4 stories**

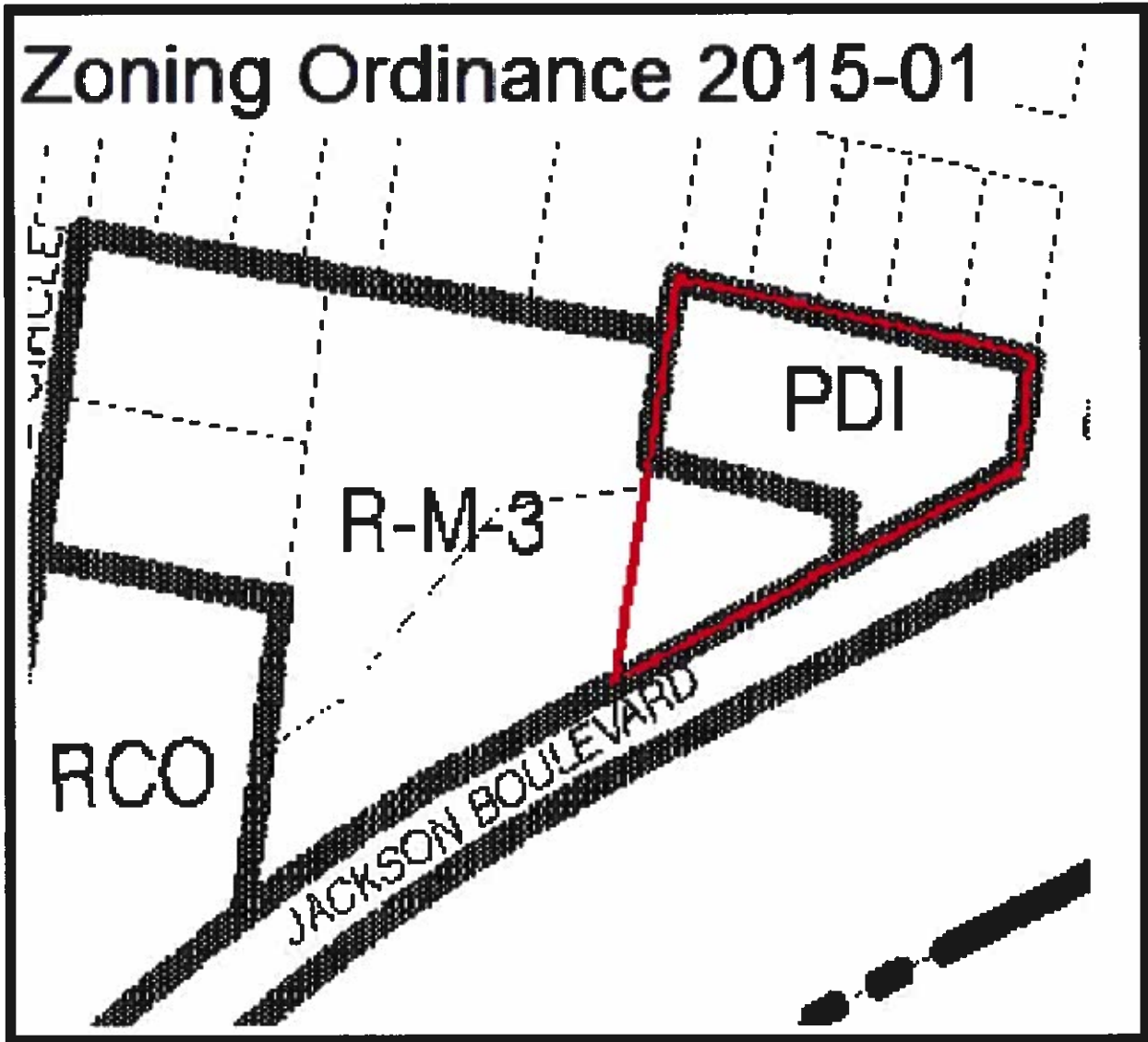
Building Intensity: **Up to 90% site area coverage, excluding off-street parking and loading**

Area planned for Industrial are those shown along the north side of the Sixth Street immediately east of Jackson Blvd., and along the west side of Jackson Blvd. extension Existing industrial use along First Street at the River is also recognized. An industrial reserve is also shown along the north side of the Sixth Street extension west of the Jackson Boulevard extension. This reserve is subject to the same criteria for development as the adjacent residential reserve described previously.

Zoning consistency with the General Plan is achieved by the PDI – Planned Industrial Zoning District. The PDI District is to be applied to all undeveloped industrial acreage to assure the opportunity for review of industrial processes proposed so as to avoid adverse impacts on the community environment.

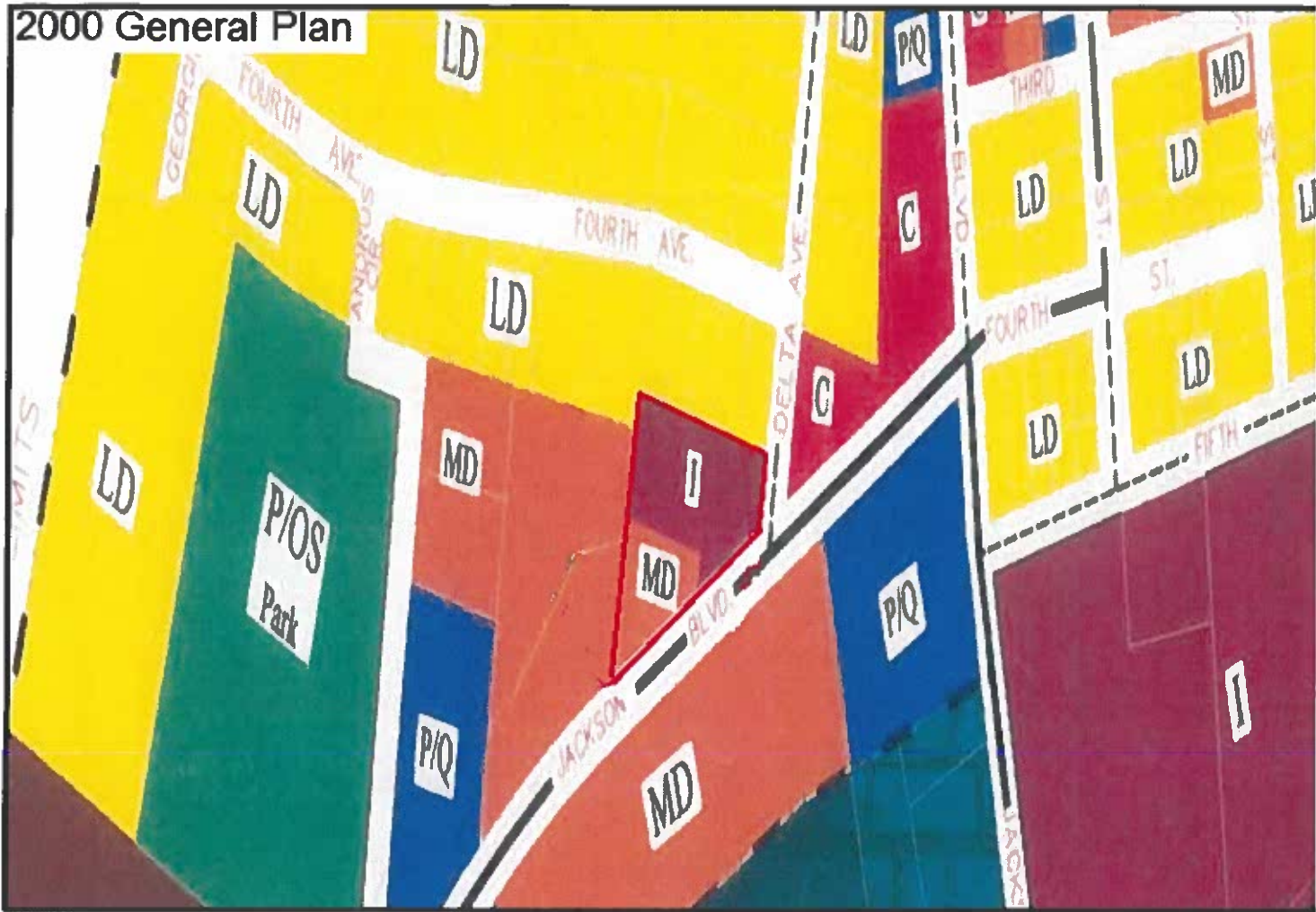
Parking shown in the southwest corner of the site, which is zoned for R-M-3, would be considered a permitted use and accessory to the main operation.

Zoning Map



RM-3 MULTI FAMILY RESIDENTIAL DISTRICT; 3000 SQ UARE FOOT LOT MINIMUM
PDI PLANNED INDUSTRIAL DISTRICT

GENERAL PLAN MAP



MEDIUM DENSITY RESIDENTIAL

Land use designations include: Medium Density Residential (MD) and Mobile Home & RV Park (MH). Typically within walking distance of shopping districts and employment centers. This designation allows for a wide variety of housing types. Average number of housing units per acre is 12. Average population density per acre is 29, based on a factor of 2.4 persons per household. There are three subcategories

in this designation, which includes density limitations for mobile home parks, apartments, and small lots for zero lot line housing (MD-PUD-MH8, MD-PUD-3.0, and MD-PUD-4.0). PUD1 provisions of the zoning ordinance allow mobile home and small lot categories to be substituted for Low Density development without a General Plan Amendment.



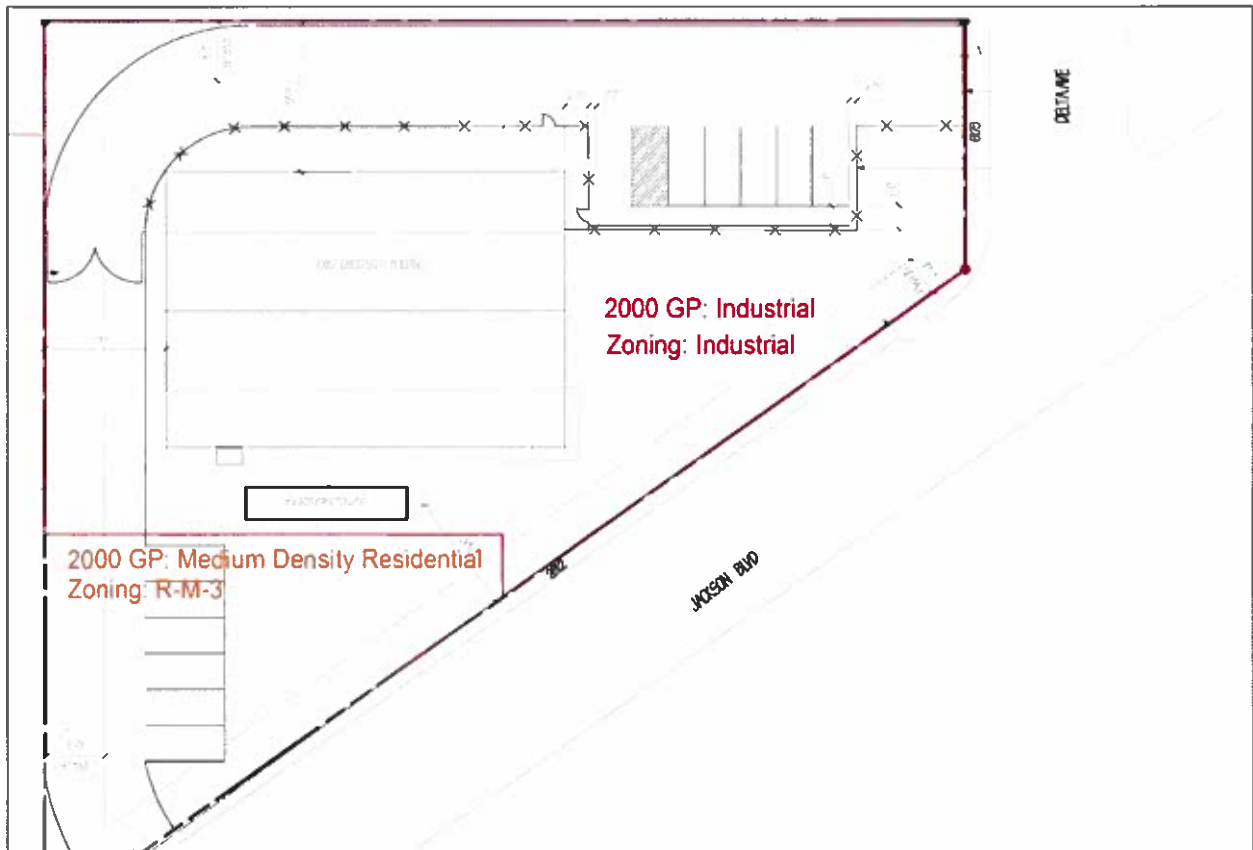
INDUSTRIAL

Land use designations include: Industrial (I) and Planned Industrial (PDI). Building intensity is up to 90% of site area coverage, excluding off-street parking and loading. The Planned Industrial Zoning District (PDI) is to be applied to all undeveloped

industrial acreage to insure the opportunity for review of industrial processes proposed. The PDI by these means serves to avoid adverse impacts on the community environment.



Zoning/General Plan Site Plan Overlay



Map is for illustrative purposes and shows relationship to General Plan and Zoning. Please note that the above site plan is from a previous project.

City of Isleton

DATE: October 22, 2024

City Council
Staff Report

ITEM#: 6.C

CATEGORY: PUBLIC HEARINGS

ISLETON PLANNING FEES UPDATE

BACKGROUND/DISCUSSION

The City Planning Fees are currently undervalued based on the actual cost to the City to perform the services. Planning services include review of development applications, environmental review, use permit review, subdivision map review, to name a few. The California Mitigation Fee Act requires the City to review user fees to ensure fees are not imposed more than the cost of delivery, or to fully defray the cost to the City for the service rendered. Any adjustment of user fees requires a nexus study be performed that demonstrates that the actual effort of completing the service is commensurate with the fee charged.

Methodology: Since planning services have a high level of unpredictability, the City charges an up-front deposit on many of the more complicated projects and tracks the amount of work that is performed so that the City is not impacted by the service. At the end of the project any deposit made in excess of the service provided is then reimbursed to the applicant. To provide more predictability in offering City planning services, a nexus fee study was performed based on the level of effort anticipated for typical project applications in Isleton. This level of effort, or nexus study is presented in Attachment B. In most cases the fees charged would be paid up-front with submittal of a planning application and then if additional time/resources are needed an additional fee/deposit would be charged to carry the project through the process.

The methodology used in this nexus study presents a typical planning process from start to finish based on staff experience that includes initial review for application completeness, preparation of staff report and coordination of public review/hearings/noticing, public review with the Planning Commission/City Council/staff, and follow up work based on the Zoning Code, Subdivision Regulations, and other requirements of the Municipal Code and State mandated regulations, such as the California Environmental Quality Act. Anticipated hours by staff are then calculated based on the City's hourly rates and benefits paid (in addition to any materials used).

Automatic Annual Fee Updates: The Fee Schedule has included an annual update to maintain real costs. Starting January 1 of each year the Schedule will be updated to add the Consumer Price Index for the Sacramento Area.

Comparative Fees: The proposed fee schedule is similar and generally less than what is being charged by other nearby communities. For example, a Conditional Use Permit under the proposed City Fee Schedule is \$3,800 (currently \$2,800). In Rio Vista, a minor Conditional Use Permit (not complex) is \$3,944. In Galt, it is \$11,158.17 (Major) and \$7,753.21 (Minor). And, for Elk Grove, it is \$8,800. Complete fee schedules for these agencies can be found at the following links:

City of Elk Grove Fees (see Pages 36-39):

<https://www.elkgrovecity.org/sites/default/files/city-files/Departments/Finance/fee-booklet.pdf>

City of Rio Vista Fees:

<https://www.riovistacity.com/planning/page/planning-fee-schedule>

City of Galt (see Pages 8 and 9):

<https://www.cityofgalt.org/home/showpublisheddocument/46168/638556167154770000>

ENVIRONMENTAL REVIEW

Adoption of this fee program is a funding mechanism for proposed projects that may be modified or not implemented depending upon a number of factors, including CEQA environmental review. Therefore, the proposed action is not a Project pursuant to CEQA and no further environmental review is required.

FISCAL IMPACT

Although the City's application fees are undervalued and don't currently fully defray the cost to the City for providing services. Updating the fees are intended to ensure planning services provided are at a rate that significantly defrays the cost to the City for providing these services. Assuring deposits are made and maintaining an accurate record of performing these services ensures that services are performed and fully paid by the applicant, even though those services/costs might exceed the initial deposit made when an application is submitted to the City.

RECOMMENDATION

Conduct public hearing and consider public comments and adopt Resolution No.28-24

ATTACHMENTS

- A. City Council Resolution No. 28-24, Approving Planning Fees
- B. Nexus Study
- C. Current Fee Schedule: Note these fees were taken from the City's Master Fee Schedule and modified to address new applications, such as Commercial Cannabis projects by staff.

Attachment A
Resolution No. 28-24
Adopting Updated Planning Fees

Attachment B
Nexus Fee Study

**City of Isleton
Nexus Fee Study
Planning Department User Fees
September 23, 2024**

Background: User fee services are those services performed by a governmental agency on behalf of a private citizen or group. The assumption underlying most fee recommendations is that costs of services benefiting individuals, and not society as a whole, should be borne by the individual receiving the benefit. Setting user fees, therefore, is equivalent to establishing prices for services. Making a profit is not an objective for local government in providing services to the general public. It is commonly felt that fees should be established at a level that will recover the cost of providing each service, no more, and no less.

Overall, the law in California (constitutional and statutory – reference Prop.4, Prop. 224.47 and AG Opinion 92-506) prohibits local government from charging more for a service than the actual cost of providing the service. Otherwise, a “user fee” becomes a tax and requires voter approval.

Policy: Recognizing that Isleton is a very small local government that has very limited resources and is obligated under state and local laws to perform certain tasks based on planning applications submitted, the City has determined that most costs associated with planning applications need to be defrayed by the applicants requesting these services. User fees, therefore need to be submitted as part of the planning application review process to defray the cost of performing these tasks.

Methodology: This study identifies typical project/applications that the City is responsible for performing under various regulations and policies, such as the Zoning Code and General Plan. Hourly rates, that include benefits, have been established based on an assessment by the Finance Department and from these hourly rates, applications are evaluated for typical processing. Since each planning application takes on its own life in terms of complexity and various ranges of review, it is impossible to determine the exact number of hours it takes to process each type of application. However, to gain a general understanding of what a typical application costs to process, the following analyzed each application type, the requires steps to process the application, and the typical hourly effort it takes for staff to process an application. This study also becomes the nexus study required under Government Code Section 66000.

Fees are assessed based on an average level of effort for various planning applications as summarized by each application type and further evaluated in the next section of this report. Since planning work can vary greatly depending on the level of complexity of a particular project, fees are determined as an initial deposit. If additional work is required, additional deposits will be required to carry the project over the finish line.

**City Hourly Costs for
Various Employees;
includes salary and
benefits plus 20%
overhead except as
noted for private
contractors.**

Attorney ¹	299.00
Planner ²	66.19
City Manager	66.19
City Engineer ²	66.19
Deputy City Clerk	61.34
Building Official	66.19
Fire Chief	66.19
Sewer	51.67
Public Works	51.50
Grant Management	47.03

Source: City of Isleton Finance Department, 2024

¹ Hourly rate for contract attorney plus 20 percent for overhead

²Based on average cost of City Engineer, Building Inspector, and City Planner in California, hourly rates vary between \$80 and \$200 per hour. However, recognizing that these costs can impact the City's desire to enhance economic development, these fees have been reduced to \$66.19/hour, consistent with the City Manager's rate.

Planning Applications: City processing of planning applicants involves a diverse level of work that can be both complex and time-consuming due to statutory requirements and local regulatory provisions. For example, to comply with the California Environmental Quality Act, many applications require preparation and public circulation of environmental documents that can also evolve into required technical studies, such as traffic impact reports. Other local requirements may require two public hearings by the Planning Commission and City Council which require staff preparation of reports, public noticing, and coordination's with applicants. To summarize the level of work that goes into various applications ranging from Design Review to Tentative Map reviews the following roughly summarizes level of staff effort to base a minimum application fee deposit to defray the City's cost of processing.

Each application type has been referenced below and the level of staff effort to process applications based on anticipated hours of effort and then equated according to hourly staff rates according to position. Hourly staff rates were taken from the Finance Department based on salary and benefits. An additional 20% was added to address public hearing noticing, additional maintenance of City facilities and other overhead costs.

Explanation:

1. **General Plan Zoning Text Amendment
Rezoning Applications (Map Amendments)
General Plan Amendments (Map and Text Amendments)
Planned Development Rezonings**

Subject to Planning Commission/City Council review (requires at least two public hearings for each review).

- a. 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice.
- c. Local posting of hearing notice.

Level of Work (see Table 1):

Title of Service/Application

General Plan Zoning Text Amendment
 Rezoning Applications (Map Amendments)
 General Plan Amendments (Map and Text Amendments)
 Planned Development Rezoning

	Hours	Rate	Total
City Engineer	1	\$ 66.19	\$ 66.19
City Planner	46	\$ 66.19	\$ 3,044.74
City Manager	6	\$ 66.19	\$ 397.14
City Attorney	2	\$ 299.00	\$ 598.00
Building Official	1	\$ 66.19	\$ 66.19
Fire Chief	1	\$ 66.19	\$ 66.19
Materials			150
Overhead			858
Total			\$ 5,246.45

2. Development Agreements

Subject to Planning Commission/City Council review (requires at least two public hearings for each review).

- a. 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice.
- c. Local posting of hearing notice.

Level of Work(see Table 1):

Title of Service/Application			
Development Agreements			
	Hours	Rate	Total
City Engineer	1	\$ 66.19	\$ 66.19
City Planner	60	\$ 66.19	\$ 3,971.40
City Manager	25	\$ 66.19	\$ 1,654.75
City Attorney	7	\$ 299.00	\$ 2,093.00
Building Official	1	\$ 66.19	\$ 66.19
Fire Chief	1	\$ 66.19	\$ 66.19
Materials			200
Overhead			1624
Total			\$ 9,741.72

Amendments require a \$5,000 deposit and billed at hourly staff time.

Change in Ownership requires a \$2,000 deposit and billed at hourly staff time.

3. Administrative Use Permit and Minor Design Review Applications:

Subject to Planning Director review, no public hearing or notice required unless prescribed by project conditions of approval for a different planning application.

Level of Work(see Table 1):

Title of Service/Application			
Administrative Use Permit and Minor Design Review			
	Hours	Rate	Total
City Engineer	1	\$ 66.19	\$ 66.19
City Planner	4	\$ 66.19	\$ 264.76
City Manager	1	\$ 66.19	\$ 66.19
City Attorney		\$ 299.00	
Building Official	1	\$ 66.19	\$ 66.19
Fire Chief	1	\$ 66.19	\$ 66.19
Overhead			\$ 106.00
Materials			
Total			\$ 635.52

4. Major Design Review Applications:

Subject to Planning Commission/City Council review (requires at least one public hearing for each review).

- a. 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice.
- c. Local posting of hearing notice

Level of Work (see Table 1):

Title of Service/Application			
Major Design Review			
	Hours	Rate	Total
City Engineer	3	\$ 66.19	\$ 198.57
City Planner	23	\$ 66.19	\$ 1,522.37
City Manager	2	\$ 66.19	\$ 132.38
City Attorney		\$ 299.00	
Building Official	1	\$ 66.19	\$ 66.19
Fire Chief	1	\$ 66.19	\$ 66.19
Overhead			\$ 417.00
Materials			100
Total			\$ 2,502.70

5. Conditional Use Permit Applications:

Subject to Planning Commission/City Council review (requires at least one public hearings for each review).

- a. 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice.
- c. Local posting of hearing notice.

Level of Work (see Table 1):

Title of Service/Application

Conditional Use Permits

	Hours	Rate	Total
City Engineer	2	\$ 66.19	\$ 132.38
City Planner	24	\$ 66.19	\$ 1,588.56
City Manager	3	\$ 66.19	\$ 198.57
City Attorney		\$ 299.00	
Building Official	2	\$ 66.19	\$ 132.38
Fire Chief	2	\$ 66.19	\$ 132.38
Overhead			467
Total			\$ 2,801.27

6. Variance Applications:

Subject to Planning Commission/City Council approval and at least one public hearing:

- a. 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice.
- c. Local posting of hearing notice.

Level of Work (see Table 1):

Title of Service/Application

Variance

	Hours	Rate	Total
City Engineer	2	\$ 66.19	\$ 132.38
City Planner	15	\$ 66.19	\$ 992.85
City Manager	3	\$ 66.19	\$ 198.57
City Attorney		\$ 299.00	
Building Official	1	\$ 66.19	\$ 66.19
Fire Chief	1	\$ 66.19	\$ 66.19
Materials			50
Overhead			301
Total			\$ 1,807.18

7. Tentative Maps:

Subject to Planning Commission/City Council approval and at least one public hearing:

- a. 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice.
- c. Local posting of hearing notice.

Level of Work (see Table 1):

Title of Service/Application			
Tentative Maps			
	Hours	Rate	Total
City Engineer	10	\$ 66.19	\$ 661.90
City Planner	40	\$ 66.19	\$ 2,647.60
City Manager	3	\$ 66.19	\$ 198.57
City Attorney		\$ 299.00	
Building Official	2	\$ 66.19	\$ (132.38)
Fire Chief	2	\$ 66.19	\$ 132.38
Materials			300
Overhead			762
Total			\$ 4,570.07

8. Vesting Tentative Maps:

Subject to Planning Commission/City Council approval and at least one public hearing:

- a. 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice.
- c. Local posting of hearing notice.

Level of Work (see Table 1):

Title of Service/Application			
Vesting Tentative Maps			
	Hours	Rate	Total
City Engineer	17	\$ 66.19	\$ 1,125.23
City Planner	125	\$ 66.19	\$ 8,273.75
City Manager	5	\$ 66.19	\$ 330.95
City Attorney		\$ 299.00	
Building Official	2	\$ 66.19	\$ 132.38
Fire Chief	2	\$ 66.19	\$ 132.38
Materials			300
Overhead			2058
Total			\$ 12,352.69

9. Parcel Maps:

Subject to Planning Commission/City Council approval and at least one public hearing:

- a. 10-day hearing notice in newspaper and local posting.

- b. Noticing of affected property owners by mailing notice.
- c. Local posting of hearing notice.

Level of Work (see Table 1):

Title of Service/Application			
Parcel Maps			
	Hours	Rate	Total
City Engineer	10	\$ 66.19	\$ 661.90
City Planner	25	\$ 66.19	\$ 1,654.75
City Manager	5	\$ 66.19	\$ 330.95
City Attorney		\$ 299.00	
Building Official	1	\$ 66.19	\$ 66.19
Fire Chief	1	\$ 66.19	\$ 66.19
Materials			200
Overhead			596
Total			\$ 3,575.98

10. Final Map:

Subject to City Engineer and City Planner coordinated review and meeting with City Council. If improvement agreement is requested additional work will be required by the City Engineer and City Attorney.

Level of Work (see Table 1):

Title of Service/Application			
Final Maps			
	Hours	Rate	Total
City Engineer	31	\$ 66.19	\$ 2,051.89
City Planner	15	\$ 66.19	\$ 992.85
City Manager	3	\$ 66.19	\$ 198.57
City Attorney	5	\$ 299.00	\$ 1,495.00
Building Official		\$ 66.19	
Fire Chief		\$ 66.19	
Overhead			\$ 988.00
Materials			200
Total			\$ 5,926.31

11. Lot Line Adjustment Applications:

Subject to Staff review and approval. No public notice required.

Level of Work (see Table 1):

Title of Service/Application			
Lot Line Adjustments			
	Hours	Rate	Total
City Engineer	15	\$ 66.19	\$ 992.85
City Planner	3	\$ 66.19	\$ 198.57
City Manager	2	\$ 66.19	\$ 132.38
City Attorney		\$ 299.00	
Building Official		\$ 66.19	
Fire Chief		\$ 66.19	
Overhead			\$ 265.00
Materials			
Total			\$ 1,588.80

12. Sign Permit Applications:

Subject to Design Review and issuance of a permit.

Level of Work (see Table 1):

Title of Service/Application			
Sign Permit Review			
	Hours	Rate	Total
City Engineer		\$ 66.19	
City Planner	1	\$ 66.19	\$ 66.19
City Manager		\$ 66.19	
City Attorney		\$ 299.00	
Building Official	2	\$ 66.19	\$ 132.38
Fire Chief		\$ 66.19	
Materials			
Overhead			40
Total			\$ 238.57

13. Home Occupation Permits:

Subject to City Planner review and issuance of a Home Occupation Permit and Business License.

Level of Work (see Table 1):

Title of Service/Application

Home Occupations

	Hours	Rate	Total
City Engineer		\$ 66.19	
City Planner	1	\$ 66.19	\$ 66.19
City Manager		\$ 66.19	
City Attorney		\$ 299.00	
Building Official		\$ 66.19	
Fire Chief		\$ 66.19	
Materials			
Overhead			13
Total			\$ 79.19

14. Zoning Code Interpretations: by Staff or the Planning Commission/City Council: No public hearing or notice required

Level of Work (see Table 1):

Title of Service/Application

Appeals of Staff to Planning Commission/City Council

	Hours	Rate	Total
City Engineer		\$ 66.19	
City Planner	12	\$ 66.19	\$ 794.28
City Manager	4	\$ 66.19	\$ 264.76
City Attorney		\$ 299.00	
Building Official		\$ 66.19	
Fire Chief		\$ 66.19	
Materials			50
Overhead			221
Total			\$ 1,330.04

15. Environmental Review Applications: Subject to public review requirements as provided under the most recent provisions of the California Environmental Quality Act. Project circulation may be required to local public agencies, the California State Clearinghouse, and others, and may require circulation of an environmental document and noticing

A. Mitigated Negative Declaration

Subject to public review requirements as provided under the most recent provisions of the California Environmental Quality Act. Project circulation may be required to local public agencies, the California State Clearinghouse, and others, and may require circulation of an environmental document and noticing involving the following:

- a. Several 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice

Level of Work (see Table 1):

Title of Service/Application			
Mitigated Negative Declaration			
	Hours	Rate	Total
City Engineer	5	\$ 66.19	\$ 330.95
City Planner	80	\$ 66.19	\$ 5,295.20
City Manager	25	\$ 66.19	\$ 1,654.75
City Attorney	2	\$ 299.00	\$ 598.00
Building Official	2	\$ 66.19	\$ 132.38
Fire Chief	1	\$ 66.19	\$ 66.19
Overhead			\$ 1,655.00
Materials			200
Total			\$ 9,932.47

B. Environmental Impact Reports:

Subject to public review requirements as provided under the most recent provisions of the California Environmental Quality Act. Project circulation may be required to local public agencies, the California State Clearinghouse, and others, and may require circulation of an environmental document and noticing involving the following:

- a. Several 10-day hearing notice in newspaper and local posting.
- b. Noticing of affected property owners by mailing notice

Level of Work:

Title of Service/Application			
Environmental Impact Report			
	Hours	Rate	Total
City Engineer	8	\$ 66.19	\$ 529.52
City Planner	173	\$ 66.19	\$ 11,450.87
City Manager	23	\$ 66.19	\$ 1,522.37
City Attorney	27	\$ 299.00	\$ 8,073.00
Building Official	8	\$ 66.19	\$ 529.52
Fire Chief	8	\$ 66.19	\$ 529.52
Materials			400
Overhead			4607
Total			\$ 27,641.80

Assumptions:

1. One City Planner hour includes a ¼ hour addition of and administrative assistant.
2. Multiple Applications - If a proposed project includes several different applications, one of which is a deposit-based application, the City shall process all the applications as a deposit type account. The applicant shall submit a fee for the two largest applications as the initial Deposit. The applicant shall be responsible for maintaining a minimum balance of \$1,000 during the processing of the project for project application fees that exceed \$2,000.

Table 1
City of Isleton Nexus Study
Planning Fees

Note: Work Assessment in Hours:

1. Rezoning Applications (Map Amendments)
General Plan Amendments (Map and Text Amendments)
Planned Development Rezoning (Text Amendment):

Tasks	*City Planner	City Man.	City Eng.	Build Off	Fire Chief	City Att	Materials
1. Scoping meeting applicant	1	1	.5	.5	.5		
2. Set Up Application Files	1						File material and storage
3. Review project application for completeness	3						Transmittal copies
4. Conduct initial development review (Staff)	2						Transmittal copies
5. Environmental Review Initial Study and/or EIR (See Environmental Review Application)							
6. Coordinate Project with Applicant	8						Transmittal copies
7. Prepare Graphic Materials	1						Exhibits
8. Prepare Public Hearing Notices (Planning Commission/ City Council) 2	3						50 copies and mailings
9. Prepare Staff Reports) 3	20	3				2	50 copies
10. Conduct Public Meetings.	3	2					Exhibits
11. Prepare Follow-Up Materials.	2						15 copies
12. Revise Zoning Text	1						20 copies
13. Publish	1						
Total:	46	6	1	1	1	2	\$150 materials

Development Agreements

Tasks	*City Planner	City Man.	City Eng.	Build Off	Fire Chief	City Att	Materials
1. Scoping meeting applicant	1	1	.5	.5	.5		
2. Set Up Application Files	1						File material and storage
3. Review project application for completeness	3						Transmittal copies
4. Conduct initial review (Staff)	2						Transmittal copies
5. Environmental Review Initial Study and/or EIR (See Environmental Review Application)							
6. Coordinate Project with Applicant	12	3					Transmittal copies
7. Prepare Graphic Materials	1						Exhibits
8. Prepare Public Hearing Notices (Planning Commission/ City Council) 2	3						50 copies and mailings
9. Prepare Staff Reports) 3	30	10				5	50 copies
10. Conduct Public Meetings.	4	2					Exhibits
11. Prepare Follow-Up Materials.	2					2	15 copies
12. Publish	1						
Total:	60	25	1	1	1	7	\$150 materials

Administrative Use Permit Minor Design Review

Tasks	City Planner	City Man.	City Eng.	Build Off	Fire Chief	City Att	Materials
1. Scoping meeting applicant	1	1	1	1	1		

2. Set Up Application Files	1						File material and storage
3. Review project application for completeness	2						Transmittal copies
4. Conduct initial development review (Staff)	1		1	1	1	1	Transmittal copies
5. Environmental Review Initial Study and/or EIR (See Environmental Review Application)							
6. Coordinate Project with Applicant	5		1				Transmittal copies
7. Prepare Graphic Materials	1						20 copies
8. Prepare Public Hearing Notices (Planning Commission/ City Council)	1						40 copies and mailings
9. Prepare Staff Reports)	8						10 copies
10. Conduct Public Meetings	2						10 copies
11. Prepare Follow-Up Materials	1						10 copies
Total:	23	2	3	1	1		\$100

Major Design Review

Tasks	City Planner	City Adm	City Eng.	Build Off	Fire Chief	City Att	Materials
1. Scoping meeting applicant	1	1	1	1	1	1	
2. Set Up Application Files	1						File material and storage
3. Review project application for completeness	2						Transmittal copies
4. Conduct initial development review (Staff)	1	1	1	1	1	1	Transmittal copies

5. Environmental Review Initial Study and/or EIR (See Environmental Review Application)							
6. Coordinate Project with Applicant	5		1				Transmittal copies
7. Prepare Graphic Materials	1						20 copies
8. Prepare Public Hearing Notices (Planning Commission/ City Council)	1	1					40 copies and mailings
9. Prepare Staff Reports)	8						10 copies
10. Conduct Public Meetings	2						10 copies
11. Prepare Follow-Up Materials	1						10 copies
Total:	23	3	3				\$100

Conditional Use Permit Application:

Tasks	City Planner	City Man	City Eng.	Build Off	Fire Chief	City Attor	Materials
1. Scoping meeting applicant	1	1	1	1	1		
2. Set Up Application Files	1						File material and storage
3. Review project application for completeness	3						Transmittal copies
4. Conduct initial development review (Staff)	1	1	1	1	1	1	Transmittal copies
5. Environmental Review Initial Study and/or EIR (See Environmental Review Application)							
6. Coordinate Project with Applicant	5						Transmittal copies
7. Prepare Graphic Materials	1						Exhibits

8. Prepare Public Hearing Notice (Planning Commission/City Council)	1						Exhibits
9. Prepare Staff Report)	8	1					10 copies
10. Conduct Public Meetings	1						10 copies
11. Prepare Follow-Up Materials	2						10 copies
Total:	24	3	2	2	2		\$50

Variance Application:

Tasks	City Planner	City Man	City Eng.	Build Off	Fire Chief	City Att	Materials
1. Scoping meeting applicant	1	1	1	1	1		
2. Set Up Application Files	1						File material and storage
3. Review project application for completeness	1						Transmittal copies
4. Conduct initial development review (Staff)	1		1	1			Transmittal copies
5. Coordinate Project with Applicant	2						Transmittal copies
6. Prepare Graphic Materials	2						Exhibits
7. Prepare Public Hearing Notice (Planning Commission/ City Council)	1						50 copies
8. Prepare Staff Reports)	4	1					20 copies
9. Conduct Public Meetings	1	1					Exhibits
10. Prepare Follow-Up Materials	1						10 copies
Total:	15	3	2	2	2		\$200

Administrative Use Permit and Minor Design Review Applications (each):

Tasks	City Planner	City Adm	City Eng.	Build Off	Fire Chief	City Att.	Materials
1. Scoping meeting applicant	1	1	1	1	1	1	
2. Set Up Application Files	1						File material and storage
3. Review project application for completeness	1						Transmittal copies
4. Coordinate Project with Applicant	1						Transmittal copies
5. Prepare Public Hearing Notices (Planning Commission/ City Council)	1						40 copies and mailings
6. Prepare Staff Reports)	1						5 copies
7. Conduct Public Meetings	1						
8. Prepare Follow-Up Materials	1						5 copies
Total:	8	1	1	1	1		\$50.00

Sign Permit:

Process of review and processing sign permit applications.

Tasks	City Planner	City Adm	*City Eng.	Build Off			Materials
1. Set Up Application Files				1			File material and storage
2. Coordinate Project with Applicant							
3. Review for Zoning compliance	1						
3. Prepare Follow-Up Materials/Permit				1			Sign Permit
Total:	1			3			\$10.00

* If the project involves a freestanding sign and/or sign within the public right of way the City Engineer needs to review for safe sight distance visibility and/or encroachment permit which involves 1 hour of City Engineer Time.

**Subdivision Maps
Tentative Map**

Vesting Tentative Map

Preliminary and Tentative Maps are processed in the same manner

Tasks	City Planner	City Man	City Eng.	Build Off	Fire Chief	City Att	Materials
1. Scoping meeting applicant	1 (2)	1(2)	1 (2)	1	1	1	
2. Set Up Application Files	1 (1)						File material and storage
3. Review project application for completeness	3 (6)						Transmittal copies
4. Conduct initial development review (Staff)	2 (4)	1 (1)	2 (4)	1	1	1	Transmittal copies
5. Environmental Review Initial Study and/or EIR (See Environmental Review Application)							
6. Coordinate Project with Applicant	10 (20)		2 (4)				Transmittal copies
7. Prepare Graphic Materials	2 (4)		1 (2)				Exhibits
8. Prepare Public Hearing Notice (Planning Commission/City Council)	1 (1)						Exhibits
9. Prepare Staff Report)	15 (20)	1 (2)	2 (2)				10 copies
10. Conduct Public Meeting	2 (4)		1 (2)				10 copies
11. Prepare Follow-Up Materials	3 (3)		1				10 copies
Total:	40 (125)	3 (5)	10 (17)	2	2	2	\$300

Parcel Map

Tasks	City Planner	City Man	City Eng.	Build Off	Fire Chief	City Att.	Materials
1. Scoping meeting applicant	1	1	1	1	1	1	
2. Set Up Application Files	1						File material and storage

3. Review project application for completeness	2						Transmittal copies
4. Conduct initial development review (Staff)	2	1	2	1	1	1	Transmittal copies
5. Environmental Review Initial Study and/or EIR (See Environmental Review Application)							
6. Coordinate Project with Applicant	8		2				Transmittal copies
7. Prepare Graphic Materials	2		1				Exhibits
8. Prepare Public Hearing Notice (Planning Commission)	1						Exhibits
9. Prepare Staff Report)	10	3	1				10 copies
10. Conduct Public Meeting	1		1				10 copies
11. Prepare Follow-Up Materials	2		2				10 copies
Total:	25	5	10	1	1	1	\$200

Final Map

Tasks	City Planner	City Man	City Eng.	Build Off	Fire Chief	City Att.	Materials
1. Set Up Application Files	1		1				File material and storage
2. Transmit map for review	1		1				Transmittal copies
3. Review map for consistency with preliminary or tentative map	2		2				Transmittal copies
*4. Prepare and Coordinate Improvement Agreements	2	1	10			5	Transmittal copies
5. Prepare notices and report and hold Planning	4		10				

Commission/City Council.							
6. Prepare notices and report and hold City Council Mtg.	3	2	1				
7. Coordinate Project with Applicant	2		4				Transmittal copies
8. Record Map			2				10 copies
*9. City Attorney							3 hours
Total:	15	3	31			5	\$200

*City Attorney will review all improvement agreements prior to map recordation.

Lot Line Adjustments/Parcel Mergers

Tasks	City Planner	City Adm	City Eng.	Build Off	Fire Dist	Police Chief	Materials
1. Set Up Application Files	1		1				File material and storage
2. Transmit map for review	1						Transmittal copies
3. Review LLA for consistency with Zoning Code and compliance with other codes.	1	2	10				Transmittal copies
4. Coordinate with County Surveyor			1				
*5. Coordinate Details and Recordation with the County Recorder's Office	1		2				Transmittal copies
6. Prepare follow up with applicant	1		1				Transmittal copies
Total:	5	2	15				\$25

Appeals of Staff to the Planning Commission/City Council

Tasks	City Planner	City Adm	City Eng.	Build Off	Fire Chief	Police Chief	Materials
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1. Set Up Application Files	1	1					File material and storage
2. Review Appeal for clarity	1	1					Transmittal copies
3. Coordinate Appeal	2						Transmittal copies
4. Prepare public noticing	1						20 copies
4. Prepare Staff Reports)	5	2					10 copies
5. Conduct Public Meetings	1						10 copies
6. Prepare Follow-Up Materials	1						10 copies
Total:	12	4					\$50

Environmental Review-Exemption

Preparing a Notice of Exemption is optional for projects and not normally done for private development projects unless there is a concern for litigation. If applicant's need staff to prepare a Notice of Exemption, this takes about 1 hour of the planner's time, another hour for filing with the County Clerk's Office in Colusa. The County Clerk's Office charges an additional \$50 for filing the exemption notice.

Environmental Review-Negative Declaration and Mitigated Negative Declaration

Tasks	City Planner	City Adm	City Eng.	Build Off	Fire Chief	City Att.	Materials
1. Scoping meeting applicant	1	1	1	1	1		
2. Review project application for completeness	5	3					Transmittal copies
3. Prepare Initial Study	50	20	3		3		
4. Coordinate Initial Study with Applicant and other agencies	10						Transmittal copies
*5. Additional Studies							Transmittal copies
6. Develop Agreement to Mitigate and Execute with Applicant	2						Transmittal copies

7. Prepare Public Notices (County Clerk/State Clearinghouse) Transmit and Publish. Includes internal City Review	2	1	1	1	1	1	40 copies and mailings
8. Assemble Agency comments and revise Initial Study/Mit. Mea. As needed.	2						Transmittal copies
9. Further Coordination with Applicant on any changes to Mit. Mea.	5						Transmittal copies
10. Additional Material Preparation for Staff Report	2						Transmittal copies
**11. Prepare and file Notice of Determination	2						Transmittal copies
Total:	80	25	5	2	2	1	\$200

* Additional studies may be required to determine level of significance for a particular environmental category, such as a traffic study. In this case the City may need to contract out the study to a third party and coordinate the study preparation. The City Attorney, in this case, would need to review all contracts with the consultant and applicant for payment of the study.

**Pursuant to Fish and Game Code Section 713, as of September 26, 2006, the State of California (per Senate Bill 1535) imposed an increased fee on the filing of environmental documentation to fund programs for the State Department of Fish and Game and has eliminated the use of a fee exemption (known as a "Di Minimus Finding") that the City previously could issue. These fees affect all development projects (i.e. General Plan amendments, Annexations, Tentative Subdivision Maps, Zone Changes, Conditional Use Permits, etc.) that require environmental review in accordance with the California Environmental Quality Act (CEQA). Fees increase annually. The filing fees for the next year is as follows:

CEQA Document	Fee Effective Jan. 1, 2024
Negative Declaration (ND)	\$2,916.75
Mitigated Negative Declaration (MND)	\$2,916.75
Environmental Impact Report	\$4,051.25
County Clerk Processing Fee (Required in addition for all projects above)	\$50
Categorical Exemption (Projects that qualify are spelled out in CEQA)	\$100

City Filing Fees for all	\$50
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After the final approval of a project by the Planning Commission/City Council, a Notice of Determination (NOD) is filed with the County Clerk's office to finalize the environmental determination (negative declaration, EIR, etc.) and to limit the time frame for the filing of CEQA lawsuits. This NOD must be filed within 5 days of the final approval or the approval is void.

Environmental Review-Environmental Impact Report

Tasks	City Planner	City Adm	City Eng.	Build Off	Fire Chief	City Att.	Materials
1. Scoping meeting applicant	20	2	1	1	1	1	
2. Review project application for completeness	10	1	1	1	1	1	Transmittal copies
3. Prepare Initial Study which provides details of what areas of focus will be required for preparing the EIR	50	10	5	1	1	10	20 copies
4. Coordinate Initial Study with Applicant and other agencies	5						Transmittal copies
5. EIR consultant selection and contract process	10	2	1				Transmittal copies
6.. EIR Consultant Management	15	3				5	
7. Scoping Process	4	1	1	1	1	1	
8. Prepare Notice of Preparation and Transmit	3					5	Transmittal copies
9. Review of Adm. Draft EIR.	5	2	2	2	2	2	Transmittal copies
10. Review of Draft EIR	2	1	1	1	1	1	Transmittal copies
12. Prepare Notice of Completion and Transmit EIR	4						Mailing
13. Assemble public and agency comments respond and coordinate with consultants and applicant	5	1	1	1	1	1	Copies and mailing

14. Coordinate preparation of Final EIR	5	1					
15. Staff Reports	12	3					
16. Public Presentation	2	2					
17. Applicant Coordination	8	2					
18. Consultant Coordination	10	2					
**19. Prepare and file Notice of Determination	2						Transmittal copies
Total:	173	23	8	8	8	27	\$400

NOTE: All costs associated with consultant preparation of the EIR are paid by the applicant. The City Applicant Contract for payment of the EIR consultant should include a 20% contingency provision to pay for any additional costs born by the City for coordinating the project beyond those costs listed in this table.

* The City Attorney is required to review all contracts between the applicant and the City for preparing the EIR by a third party. These contracts include arrangements with the consultant and payment provisions between the City, applicant and consultant. The City Attorney will also need to be involved in reviewing the draft and final EIRs for adequacy (in this case, a third party environmental attorney may be needed).

** Pursuant to Fish and Game Code

Attachment C

Current Planning Fees



City of Isleton

101 Second Street / P.O. Box 716 Isleton, Sacramento Co., California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Info: www@cityofisleton.com

PLANNING APPLICATION FEES

1. All fee deposits are initial payments toward the total cost of processing and will be assessed to cover the cost of processing requests (project costs). Project costs are defined as staff time plus materials. Staff charge-out rates are listed below and include personnel costs plus a percentage of the City's administrative overhead costs. Materials include, but are not limited to, charges for advertisement of hearings, petition reviews, meetings, contract staff, attorneys and consultants as needed, as well as fees charged for project reviews by affected agencies. All applicants will be required to sign an agreement to pay and indemnification form and pay all required fee deposits and other agency costs prior to the City processing a proposal.
2. A fee deposit will be charged at the time applications are received and applications will not be deemed filed without the signed "Agreement to Pay" form and payment of the fee deposit as outlined below:

Conditional Use Permit (other than commercial cannabis) \$3,800
Conditional Use Permit (\$11,500, includes Development Agreement Fee)
Commercial Cannabis Ownership Change (\$3,000)
Variance \$2,500
Site Plan Review-Major \$2,400
Site Plan Review-Minor \$500
Lot Line Adjustment \$600
Parcel Map \$3,300
Tentative Subdivision Map \$3,300
Specific Plan \$7,400
Home Occupation Permit \$200 -Note that actual cost is \$838.
Zone Change \$7,400
General Plan Amendment \$5,300
Development Agreement \$7,700
Amended to Development Agreement \$5,000
Notice of Exemption \$ 200.00
CEQA - Initial Study \$5,300
EIR Preparation \$27,000
Sign Permit \$ 200.00
All other Actions \$ 500.00

Copies (staff reports, minutes, Public Records) actual cost = currently \$.50/page each
Agenda Subscription \$50.00 per year

Staff Research and Studies Actual Project Cost

Administrative fee deposits for consultants shall be ten percent (10%) of the final contract

amount. In addition, activity fee deposits for required staff or specialized consultant review of any study required of an applicant shall be twenty percent (20%) of the final contract amount.

3. City charges for staff time will be at the following rates:
4. Sacramento County, Environmental Review, State Controller's Office and the Department of Fish Wildlife fees (if applicable) will be paid by the applicant. Recording, engineering and surveying fees will be the responsibility of the applicant. Applicants are responsible for paying the costs of mailing labels of property owners within 300 feet of the proposed project boundaries.
5. The Council, upon a finding that such action would be in the public's interest and/or necessary for health and safety reasons, may waive fees partially or in total. Requests for fee waivers must be submitted in writing to the Council noting such compelling reasons for a fee waiver. Staff shall not waive fees.
6. Staff time will be monitored against the deposit on file with the City; if the cost of processing an application begins to exceed the deposited amount, additional deposits will be required.
7. If extensive staff assistance is required prior to receipt of an application, a deposit will be required at the time the work is requested.
8. All final bills shall be paid by the applicant prior to setting a matter for hearing or at other times during the development entitlement process as deemed appropriate by the Council.
9. Fee deposits with the City, which exceed the cost of processing the application by \$25 or more, will be refunded after the City completes the project in its entirety.
10. The City will also charge its pre-application staff time spent reviewing environmental and other documents and participating in the process as the lead or responsible agency, as part of its processing costs.
11. If a City application is withdrawn any time prior to its completion, the unused portion of the initial fee deposit (s) received by the City (deposit less any expended staff time and project expenses) will be returned to the persons paying the initial fee deposit upon receipt of a letter of application withdrawal.
12. Applications that are inactive for more than 90 days, whereby the applicant has not shown written interest in further pursuing the application (s) will automatically be withdrawn by the City and no further review or action will be taken.



City of Isleton

101 Second Street / P.O. Box 716 Isleton, Sacramento Co., California 95641
Tel: 916-777-7770 Fax: 916-777-7775 Info: yvonne.zepeda@cityofisleton.com

CITY OF ISLETON PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Isleton City Council will hold a public hearing on Tuesday, October 22, 2024, at 6:30 p.m. at Isleton City Hall, 101 Second St., to consider the following matters:

1. **Sacramento Countywide Transportation Mitigation Fee Program:** The City Council will consider adoption of a comprehensive update to the existing Sacramento Countywide Transportation Mitigation Fee (SCTMP). The fee program, also known as Measure A, was approved by voters in 2004 and took effect in 2009. While the Sacramento Transportation Authority (STA) administers the fee program, it requires that local agencies individually adopt the Nexus Study and collect the fees. The SCTMP update incorporates new land use forecasts for Sacramento County, includes status updates of transportation projects, provides updated project costs and trip generation rates, and calculates the need for new transportation projects based on new development using updated models. Additionally, the update includes updated board policies, as well as compliance with the requirements of Assembly Bill 602 (2021). Copies of the draft nexus report are available on the City's website at

<https://cityofisleton.com/fee-nexus-studies/>

2. **City of Isleton Planning Service Fee:** The City Council will consider adoption of a comprehensive update to the City's Planning Fee Schedule. The Fee Schedule consists of what the City charges for certain planning related services, such as processing a conditional use permit from applications submitted by interested parties. The fees have been established through an assessment of costs for the services by the City which don't exceed the estimated reasonable costs of providing the service. Copies of the assessment of costs associated with these fees are available on the City's website at:

<https://cityofisleton.com/fee-nexus-studies/>

All interested persons are invited to present testimony on the matter at the meeting, and/or submit written comments prior to the meeting. Submit any written comments to the City Clerk, City of Isleton, 101 Second St., Isleton, CA 95641 or by e-mail at yvonne.zepeda@cityofisleton.com. Copies of the staff report, and project descriptions are available for review at City Hall.

If you require special accommodations in order for you to attend or participate in this public meeting process, please contact the City Clerk at (916) 777-7770 or by e-mail at yvonne.zepeda@cityofisleton.com well in advance of the public hearing so that we may make every reasonable effort to accommodate you.

POSTED: 09/30/2024
By: Yvonne Zepeda
Deputy City Clerk

City of Isleton

City Council

Staff Report

CC 2021-2022 BUDGET

DATE: October 22, 2024

ITEM#: 7.A

CATEGORY: Old Business

SUMMARY

On June 25, 2021 City Council and citizens discussed budget and was to set hearing on Fiscal Year 2021-2022 budget and adopt budget. However, the budget was not brought back to Council to adopt.

DISCUSSION

Staff is requesting City Council adopt FY 2021-2022 budget.

FISCAL IMPACT

There is no fiscal impact to the City funds to adopt this budget.

RECOMMENDATION

It is recommended the City Council adopt Fiscal Year 2021-2022 Budget.

ATTACHMENTS

- A. City of Isleton 2021-2022 Budget

Written by: Diana O'Brien, Administrative Assistant/Grants Manager

Reviewed by: Uyiosa Felix Oviawe, City Manager __

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

City of Isleton

Special City Council Staff Report

DATE: June 29, 2021

ITEM#: 8.H

CATEGORY: Public Hearing

FISCAL YEAR 2021-22 DRAFT BUDGET, CITY OF ISLETON

SUMMARY

The Fiscal Year 2021-22 Budget is presented to City Council for review and comment. It is recommended that the Council set a public hearing for this budget in late July or early August.

This budget is basically the same budget as last years except that the City has seen an increase in several revenues and has received several grants – including \$201,000 from the U.S. Government's American Rescue Plan. Though the revenue shows an increase of nearly half a million dollars, nearly two-thirds of it is from subventions from the Federal government (Am Rescue Plan) and the County (housing). Additional revenues are from program income (parking enforcement, permits, City facilities), development agreements, and an increase in sales taxes – all totals to about a third of the new revenue.

The additional expenses shown in the budget are for COVID-19 related activities (over a third of the new expenses), and planning to increase fire fighting coverage to round the clock with staff, funds to relieve past debts (~15%), and increases in personnel to handle added functions such as parking enforcement and permit parking, street maintenance, weekend parks and recreation support, rental housing, and a retirement plan – all of which is about a quarter of the increase.

The City's approach to spending continues to be conservative and restrained, especially given this past year. Although City's sales taxes, property taxes did not drop as large as the balance of California cities, they did sag off at the beginning of the pandemic (about 15% at the start) and are recovering.

FISCAL IMPACT

There is no fiscal impact associated with this report.

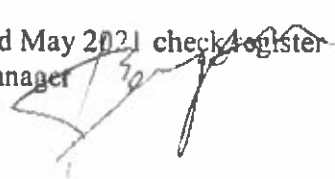
RECOMMENDATION: Set a public hearing for the Fiscal Year 2021-22 Budget.

ATTACHMENTS –

a) Budget FY 2021-22

b) Year to Date Revenues/Expenses and May 2021 check register

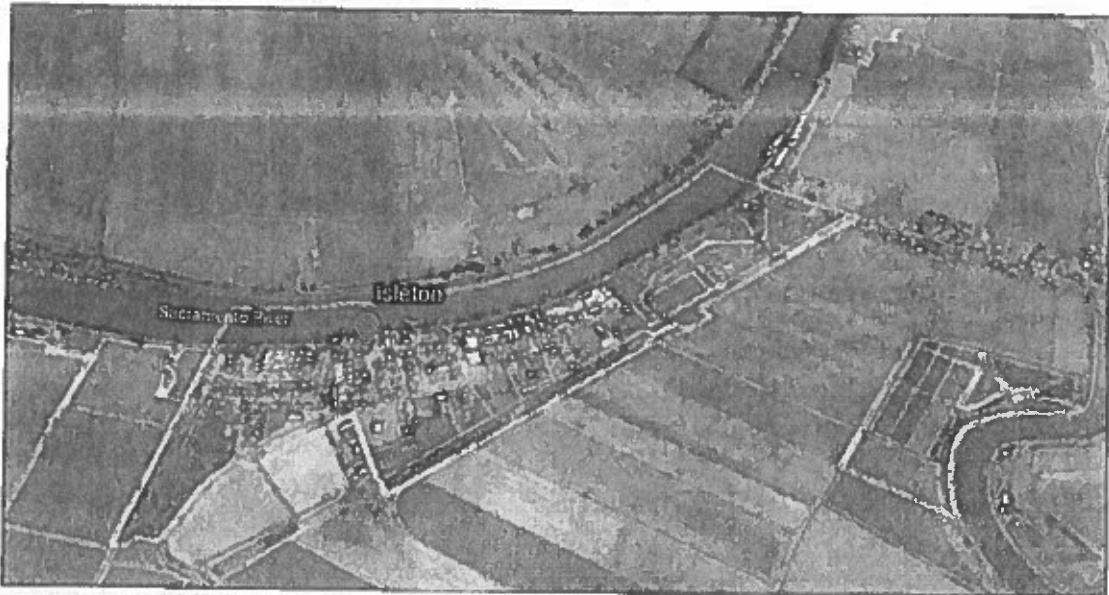
Submitted by: Charles Bergson, City Manager



Fiscal Year 2021 - 2022



Draft Budget
For the
City of Isleton



June 2021

City of Isleton - budget FY 2021-22

FY21-22

REVENUES

DRAFT

FY21

FY22

Annual

Annual

Lic perm fees, admn,bldg		\$ 15,000		\$ 15,000
Develp Aggrmnt fees		\$ 100,000		\$ 175,000
Property taxes		\$ 270,000		\$ 270,000
Sales and Use tx		\$ 100,000		\$ 110,000
SLEF-1 (COPS)		\$ 100,000		\$ 100,000
Program Income		\$ 5,000		\$ 65,000
(Bldg, Pking, Rec, Biz)				
LLAD - Village on Delta		\$ 24,000		\$ 23,000
Meas A - new		\$ 40,000		\$ 50,000
Meas B - old	to capital			
		\$ -		\$ -
Measure C		\$ 90,000		\$ 90,000
Frachise fees, pge,CaIWste		\$ 35,000		\$ 40,000
Sewer Enterprise Fund		\$ 530,000		\$ 550,000
LTF (Local Transp Fund)		\$ 80,000		\$ 80,000
TDA		\$ 10,000		\$ 10,000
HUTA		\$ 25,000		\$ 25,000
CIP overhead		\$ 20,000		\$ 20,000
City rda		incld propty		incld propty
Fire , 2016, Ms-B		\$ 90,000		\$ 90,000
SB-1, roads				\$ 50,000
SB-2, Planning		\$ 20,000		\$ 20,000
Prop 172		\$ 15,000		\$ 15,000
CARES Act rev		\$ 50,000		\$ -
ARP				\$ 201,000
Perm Local Housing Alloc				\$ 138,000
	total	\$ 1,619,000		\$ 2,137,000

RECEIVED
JUN 24 2021

City of Isleton - budget FY 2021-22

**FY 2021-22
EXPENSES**

DRAFT

		FY21 Annual	FY22 Annual
1	Administration	\$ 228,000	\$ 270,000
2	City Council	\$ 82,000	\$ 100,000
3	Sheriff/Police	\$ 202,000	\$ 212,100
4	Fire	\$ 260,000	\$ 290,000
5	Public Works	\$ 155,000	\$ 190,000
6	Planning	\$ 73,000	\$ 76,650
7	Debt Service & paydowns	\$ 230,000	\$ 300,000
8	Parks & Recreation	\$ 6,000	\$ 22,000
9	Building	\$ 8,000	\$ 40,000
10	Finance	\$ 70,000	\$ 90,000
11	Wastewater	\$ 200,000	\$ 225,000
12	Veh Internal Services Fund	\$ 10,000	\$ 25,000
13	Fac Internal Services Fund	\$ 10,000	\$ 25,000
14	Adm Internal Serv. Fund	\$ 60,000	\$ 75,000
15	CARES - programs	\$ 25,000	\$ 26,250
16	American Recovery PI		\$ 170,000
	total	\$ 1,619,000	\$ 2,137,000

RECEIVED
JUN 24 2021

Administration				1	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2021	FY 2022
ACCT#					
			\$0	\$0	
		EXPENDITURES			
		SALARIES & WAGES		\$260,000	\$260,000
		Dep City Clerk	\$68,000		
		City Manager	\$120,000		
		Admin Assistant	\$50,000		
		Retirement-PERS	\$22,000		
		OPERATING EXPENSES			
		Contracts	maint bldgs		
			computers		
		Equipment			
		Supplies		\$10,000	\$10,000
		Mileage		\$0	
		TOTAL OPERATING EXPENSES		\$270,000	\$270,000
		Administration		\$270,000	\$270,000

CITY COUNCIL

2

FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
			Council	\$0	\$0
			OPERATING EXPENSES		
			Contract	\$0	\$0
			Attorney	\$75,000	\$92,650
			Equipment	\$2,000	\$2,100
			Supplies	\$3,000	\$3,150
			Mileage	\$2,000	\$2,100
			TOTAL OPERATING EXPENSES	\$82,000	\$100,000
			CITY COUNCIL BUDGET	\$82,000	\$100,000

Sheriff - - Police

3

FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
				\$0	
			EXPENDITURES		
			SALARIES & WAGES		
				\$0	
			OPERATING EXPENSES		
			Sheriffs	\$202,000	\$212,100
				\$0	
			Equipment		
			Supplies	\$0	
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$202,000	\$212,100
			Sheriff	\$202,000	\$212,100

6/24/2021

Fire Department				4	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
				\$0	\$0
			EXPENDITURES		
			SALARIES & WAGES	\$163,000	\$182,500
			Fire Chief	\$107,000	
			Engineers, 2	\$56,000	
			OPERATING EXPENSES		
			Contracts	\$10,000	\$10,500
			Equipment	\$37,000	\$40,000
			Equip Reserve	\$40,000	\$42,000
			Supplies	\$10,000	\$15,000
			TOTAL OPERATING EXPENSES	\$260,000	\$290,000
			Fire	\$260,000	\$290,000

Public Works Department

5

FY 2021-22 Budget

DRAFT

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022
			EXPENDITURES			
			SALARIES & WAGES		\$90,000	\$104,000
			PW Maint 1	\$30,000		
			PW Maint 2	\$30,000		
			Superintendent	\$30,000		
			OPERATING EXPENSES			
			Contracts/Services (major prjx to CIP)		\$20,000 \$0	\$31,000
			Equipment		\$10,000 \$0	\$18,250
			Supplies		\$35,000	\$36,750
			Mileage		\$0	
			TOTAL OPERATING EXPENSES		\$155,000	\$190,000
			Public Works		\$155,000	\$190,000

Planning Division					6	
FY 2021-22 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022
			EXPENDITURES			
			SALARIES & WAGES		\$45,000	\$47,250.00
			Planner			
			OPERATING EXPENSES			
			Services		\$25,000	\$26,250.00
			Equipment			
			Supplies		\$3,000	\$3,150.00
			Mileage		\$0	
			TOTAL OPERATING EXPENSES		\$73,000	\$76,650.00
			Planning Div		\$73,000	\$76,650

Debt Service

7

FY 2021-22 Budget				DRAFT		
DEPT#					FY 2021	FY 2022
		EXPENDITURES			\$0	
					\$0	
		OPERATING EXPENSES				
		Sewer Debts	was	225k	\$200,000	\$200,000
		Pay Downs			\$30,000	\$100,000
		SCORE, Sheriff, RD				
		EDD, BALMD				
					\$0	
		TOTAL OPERATING EXPENSES			\$230,000	\$300,000

Parks and Recreation Div

8

FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
				\$0	
				\$0	
			OPERATING EXPENSES		
			Contracts	\$0	
			Equipment		
			Supplies	\$6,000	\$21,700
			Mileage	\$0	\$300
			TOTAL OPERATING EXPENSES	\$6,000	\$22,000
			Parks & Rec Div	\$6,000	\$22,000

Building Department

9

FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES	\$0	
			Building Official		
			Admin Asst		
			OPERATING EXPENSES		
			Contracts	\$7,000	\$39,000.00
			Equipment		
			Supplies	\$1,000	\$1,000.00
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$8,000	\$40,000.00
			Building	\$8,000	\$40,000

		Finance			10	
		FY 2021-22 Budget			DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022
			EXPENDITURES			
			SALARIES & WAGES		\$0	
			OPERATING EXPENSES			
			Contracts	Audit	\$15,000	\$20,000.00
				Fiscal clerk A&P	\$35,000	\$45,000.00
				Finance Mgr, priv	\$20,000	\$25,000.00
			Equipment			
			Supplies		\$0	
			Mileage		\$0	
			TOTAL OPERATING EXPENSES		\$70,000	\$90,000.00
			Finance		\$70,000	\$90,000

Wastewater Division				11	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			SALARIES & WAGES		
			Director	\$20,000	
			PW Maint 1	\$30,000	
			PW Maint 2	\$20,000	
			OPERATING EXPENSES		
71302			Contracts	\$30,000	\$31,500
80400			Repairs	\$30,000	\$33,500
81100					
81400			Equipment	\$20,000	\$28,000
83100			Mech Capital	\$20,000	\$20,000
83830			Supplies	\$30,000	\$30,000
89900			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$200,000	\$225,000

Vehicle Internal Services Fund				12	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			OPERATING EXPENSES		
			Contracts	\$0	
			Vehicle annual	\$10,000	\$25,000
			Equipment		
			Supplies	\$0	
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$10,000	\$25,000
			VISF	\$10,000	\$25,000

Facilities Internal Services Fund					13	
FY 2021-22 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2021	FY 2022
			EXPENDITURES			
				FISF	\$10,000	\$25,000
			Facility Imprvm-maintc			
			computers	\$1,000	\$0	
			Comm Ctr - repairs	\$5,000		
			Facilities cleaning	\$4,000	\$0	
			Supplies		\$0	
			Mileage		\$0	
			TOTAL OPERATING EXPENSES		\$10,000	\$25,000
			FISF		\$10,000	\$25,000

001519

Admin Internal Services Fund				14	
FY 2021-22 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
			EXPENDITURES		
			Insurance	\$50,000	\$64,500.00
			CC contingency	\$10,000	\$10,500.00
			OPERATING EXPENSES		
			Contracts	\$0	
			Equipment		
			Supplies	\$0	
			Mileage	\$0	
			AdISF	\$60,000	\$75,000
			Insurance		
			Funding Sources, \$1000s	\$0	\$0
			<i>see funding T D xxx</i>		\$0
			City rda	\$0	
			Road Fd	\$0	
			LLAD	\$0	
			TDA	\$0	
			General	\$0	
			CIP-oh	\$0	
			SewerEp	\$0	
			OxBox	\$0	
			T&U	\$0	
			FireAssm	\$0	funding bal
			Fines	\$0	\$0

CARES Expenses

15

FY 2021-22 Budget

DRAFT

DEPT# FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
		EXPENDITURES	\$25,000	\$26,250
		OPERATING EXPENSES	\$25,000	\$26,250

Economic Support

16

FY 2021-22 Budget		DRAFT	
DEPT#	ACCOUNT DESCRIPTION	FY 2021	FY 2022
	EXPENDITURES		
	Rent Support		\$45,000.00
	Housing Program		\$125,000
		\$0	\$170,000
	OPERATING EXPENSES	\$0	\$170,000

City of Isleton

City Council Staff Report

DATE: October 22, 2024

ITEM#: 7.B

CATEGORY: Old Business

CC APPROVE 2023-2024 BUDGET

SUMMARY

On June 25, 2021 City Council and citizens discussed budget and was to set hearing on Fiscal Year 2023-2023 budget and adopt budget. However, the budget was not brought back to Council to adopt.

DISCUSSION

Staff is requesting City Council adopt FY 2023-2024 budget.

FISCAL IMPACT

There is no fiscal impact to the City funds to adopt this budget.

RECOMMENDATION

It is recommended that the City Council adopt Fiscal Year 2023-2024 Budget.

ATTACHMENTS

- A. City of Isleton 2023-2024 Budget

Written by: Diana O'Brien, Administrative Assistant/Grants Manager

Reviewed by: Uyiosa Felix Oviawe, City Manager __

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

City of Isleton

DATE: June 23, 2023

City Council Staff Report

ITEM#: 7.E

CATEGORY: Old Business

CITY BUDGET FISCAL YEAR 23/24, PRESENTATION OF DRAFT BUDGET

SUBJECT:

In conformance with duties described in the Isleton Municipal Code 2.12.020 H presented to the City Council is the draft budget for the City for Fiscal Year 2023-24. Council is being requested to receive the budget, set a public hearing for the budget, and after review, consideration adopt the budget.

DISCUSSION

The Fiscal Year 2023-24 (FY24) Budget is essentially the same as the previous year with an overall 5% increase. This increase is due primarily from slight increases in property taxes and sales taxes, franchise fees, and new grants. Notable decreases in revenues have been in the cannabis development agreements and program income. The cannabis industry has turned down due to the many new entrants into the competitive cannabis market depressing local demand and prices.

Expense are generally held to the same level with increases for an anticipated retirement program and employee salary adjustments. The City is gradually improving its employee benefits in order to attract and retain market level employees.

Due the Winter storms of 2023 the City has also incurred extraordinary expenses in the range of over three quarter of a million dollars. These are not budgeted expenses and are scheduled to be covered by the Federal Emergency Management Agency, the State Office of Emergency Service, the State Water Board, and insurance claims. The City has not been fully reimbursed for these expenses to date, however the emergency agencies indicated that the City will be reimbursed. To date the City has received approximately \$500,000 for storm related expenses. Also of significant concern is the expensive damage to the sewer collection system. This repair work has not been started although having been flagged as a potential environmental hazard. A separate supplemental report to this budget will be included at the budget hearing later this year.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

To receive the City of Isleton Budget for Fiscal Year 2023-2024 and set a date for a public hearing.

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

Reviewed by: City Manager, Charles Bergson 

City of Isleton

Draft Budget

2023-2024

WELCOME TO ISLETON

**CRAWDAD FESTIVAL IS BACK
JUNE 17TH & 18TH**

Draft Budget Fiscal Year 2023-2024

City of Isleton

June 2023

Mayor Pam Bulahan

Vice Mayor Paul Steele

Councilmember Iva Walton

Councilmember Kelly Hutson

Councilmember David Kent

City Manager Charles Bergson

Fire Chief Scott Baroni

Public Works Superintendent Dean Dockery

Deputy City Clerk Yvonne Zepeda

Finance Division Nancy Clymer

Administrative Assistant Diana O'Brien

City of Isleton - budget FY 2023-24

FY23-24

REVENUES

DRAFT

		FY23	FY24
		Annual	Annual
Lic perm fees, admn,bldg		\$ 40,000	\$ 50,000
Develp Aggrmnt fees		\$ 270,000	\$ 140,000
Property taxes		\$ 220,000	\$ 240,000
Sales and Use tx		\$ 400,000	\$ 420,000
SLEF-1 (COPS)		\$ 100,000	\$ 100,000
Program Income		\$ 90,000	\$ 60,000
(Bldg, Pking, Rec, Biz)			
LLAD - Village on Delta		\$ 25,000	\$ 16,000
Co.Meas A - new		\$ 50,000	\$ 69,000
Co.Meas B - old	to capital		
		\$ -	\$ -
Measure L (prev C)		\$ 100,000	\$ 100,150
Frachise fees, pge,CaIWste		\$ 45,000	\$ 70,000
Sewer Enterprise Fund		\$ 570,000	\$ 600,000
LTF (Local Transp Fund)		\$ 80,000	\$ 87,000
TDA		\$ 10,000	\$ 10,000
HUTA		\$ 25,000	\$ 25,000
CIP overhead		\$ 40,000	\$ 50,000
City rda		\$ 100,000	\$ 100,000
Fire , 2021, Ms-B		\$ 100,000	\$ 100,000
SB-1, roads		\$ 50,000	\$ 50,000
SB-2, Planning		\$ 20,000	\$ 120,000
Prop 172		\$ 15,000	\$ 15,000
SB 1383 (FY23 only)		\$ 20,000	\$ -
Strike Force, Fire		\$ 30,000	\$ 20,000
Parking Enforcment		\$ 50,000	\$ 20,000
CARES Act rev	total	\$ -	\$ -
ARP, SacCo		\$ -	\$ 120,000
		\$ -	
		\$ 2,450,000	\$ 2,582,150

DRAFT

City of Isleton - budget FY 2023-4

**FY 2023-24
EXPENSES**

DRAFT

		FY23	FY24
		Annual	Annual
1	Administration	\$ 330,000	\$ 353,400
2	City Council	\$ 105,000	\$ 100,750
3	Sheriff/Police	\$ 270,000	\$ 230,000
4	Fire	\$ 350,000	\$ 360,000
5	Public Works	\$ 225,000	\$ 230,000
6	Planning	\$ 85,000	\$ 90,000
7	Debt Service & paydowns	\$ 325,000	\$ 325,000
8	Parks & Recreation	\$ 14,000	\$ 20,000
9	Building	\$ 70,000	\$ 70,000
10	Finance	\$ 121,000	\$ 128,000
11	Wastewater	\$ 260,000	\$ 290,000
12	Veh Internal Services Fund	\$ 35,000	\$ 50,000
13	Fac Internal Services Fund	\$ 20,000	\$ 40,000
14	Adm Internal Serv. Fund	\$ 240,000	\$ 295,000
15	CARES - programs	\$ -	
16	American Recovery PI		
	total	\$ 2,450,000	\$ 2,582,150

DRAFT

		Administration			1		
		FY 2023-24 Budget			DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2023	FY 2024
				2023			
				Actual ++			
			EXPENDITURES				
			SALARIES & WAGES			\$320,000	\$266,400.00
			Dep City Clerk	\$72,000			
			City Manager	\$130,000			
			GrantManager	\$50,000			
			Office Asst	\$14,400			
			OPERATING EXPENSES				
			Contracts	maint bldgs			\$7,000.00
			Code Enforcement				\$45,000.00
				computers			\$20,000.00
			Equipment				
			Supplies			\$10,000	\$15,000.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$330,000	\$353,400.00
			Administration			\$330,000	\$353,400

DRAFT

CITY COUNCIL					2	DRAFT	
FY 2023-24 Budget						FY 2023	FY 2024
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION				
			EXPENDITURES				
			SALARIES & WAGES				
			Council	\$0		\$0	\$6,000.00
			OPERATING EXPENSES				
			Contract			\$0	
				Attorney		\$102,900	\$92,650
				Equipment		\$2,100	\$2,100.00
			Supplies			\$0	
			Mileage			\$0	
			TOTAL OPERATING EXPENSES			\$105,000	\$100,750
			CITY COUNCIL BUDGET			\$105,000	\$100,750

DRAFT

Sheriff - - Police

3

FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			SALARIES & WAGES		
			OPERATING EXPENSES		
			Law Enforcement	\$210,000	\$200,000
			Reserve	\$20,000	\$30,000.00
			Code Enforcement	\$40,000	\$0.00
			Equipment		
			Supplies		
			Mileage		
			TOTAL OPERATING EXPENSES	\$270,000	\$230,000.00
			Sheriff	\$270,000	\$230,000

DRAFT

Fire Department				4	
FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			\$0		
			EXPENDITURES		
			SALARIES & WAGES	\$242,500	\$252,500.00
			Fire Chief	TRUE	
			Engineers, 2	\$107,000	\$56,000
			OPERATING EXPENSES		
			Contracts	\$10,500	\$10,500.00
			Equipment	\$40,000	\$40,000
			Equip Reserve	\$42,000	\$42,000
			Supplies	\$15,000	\$15,000
			TOTAL OPERATING EXPENSES	\$350,000	\$360,000.00
			Fire	\$350,000	\$360,000

DRAFT

Public Works Department

5

FY 2023-24 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2023	FY 2024
			EXPENDITURES			
			SALARIES & WAGES		\$157,500	\$188,500
			PW Maint 1	\$70,000		
			PW Maint 2	\$43,500		
			Superintendent	\$75,000		
			OPERATING EXPENSES			
			Contracts/Services (major prjx to CIP)		\$31,000	\$5,000.00
			Equipment		\$18,250	\$18,250.00
			Supplies		\$18,250	\$18,250.00
			Mileage			
			TOTAL OPERATING EXPENSES		\$225,000	\$41,500.00
			Public Works		\$225,000	\$230,000

DRAFT

Planning Division					6	DRAFT	
FY 2023-24 Budget							
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2023	FY 2024
			EXPENDITURES				
			SALARIES & WAGES			\$55,600.00	\$90,000.00
			Planner				
			OPERATING EXPENSES				
			Services			\$26,250.00	\$0.00
			Equipment				
			Supplies			\$3,150.00	\$0.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$85,000.00	\$90,000.00
			Planning Div			\$85,000	\$90,000

DRAFT

Parks and Recreation Div

8

FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			SALARIES & WAGES		
			OPERATING EXPENSES		
			Contracts		
			Equipment		
			Supplies	\$13,700	\$19,700
			Mileage	\$300	\$300
			TOTAL OPERATING EXPENSES	\$14,000	\$20,000
			Parks & Rec Div	\$14,000	\$20,000

DRAFT

Building Department

9

DRAFT

FY 2023-24 Budget

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			SALARIES & WAGES		
			Building Official		
			Admin Asst		
			OPERATING EXPENSES		
			Contracts	\$69,000.00	\$68,000.00
			Equipment		
			Supplies	\$1,000.00	\$2,000.00
			Mileage		
			TOTAL OPERATING EXPENSES	\$70,000.00	\$70,000.00
			Building	\$70,000	\$70,000

DRAFT

		Finance			10	DRAFT	
		FY 2023-24 Budget					
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2023	FY 2024
			EXPENDITURES				
			SALARIES & WAGES				
			OPERATING EXPENSES				
			Contracts	Audit		\$20,000.00	\$20,000.00
				Consultant Finance		\$45,000.00	\$20,000.00
				Finance Mgr, priv		\$56,000.00	\$85,000.00
			Equipment	Quickbooks			\$3,000.00
			Supplies				
			Mileage				
			TOTAL OPERATING EXPENSES			\$121,000.00	\$128,000.00
			Finance			\$121,000	

DRAFT

Wastewater Division					11	DRAFT	
FY 2023-24 Budget						FY 2023	FY 2024
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION				
			EXPENDITURES				
			SALARIES & WAGES			\$82,000	\$0
			Director	\$20,000			
			PW Maint 1	\$30,000			
			PW Maint 2	\$20,000			
			Consulting Sewer Operator				\$128,500
			OPERATING EXPENSES				
			Contracts			\$66,500	\$50,000
			Repairs			\$33,500	\$33,500
			Debt Service in §7			\$0	
			Equipment			\$28,000	\$28,000
			Mech Capital			\$20,000	\$20,000
			Supplies			\$30,000	\$30,000
			Mileage				
			TOTAL OPERATING EXPENSES			\$260,000	\$290,000

DRAFT

Vehicle Internal Services Fund				12	
FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			OPERATING EXPENSES		
			Contracts	\$0	
			Vehicle annual	\$35,000	\$50,000
			Equipment		
			Supplies	\$0	
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$35,000	\$50,000
			VISF	\$35,000	\$50,000

DRAFT

Facilities Internal Services Fund				13	
FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2023	FY 2024
ACCT#					
		EXPENDITURES			
			FISF	\$20,000	
		Facility Imprvm-maintc			
		computers	\$1,000	\$0	\$3,000
		Comm Ctr - repairs	\$5,000		\$33,000
		Facilities cleaning	\$4,000	\$0	\$4,000
		Supplies		\$0	\$1,000
		Mileage		\$0	
		TOTAL OPERATING EXPENSES		\$20,000	\$40,000
		FISF		\$20,000	\$40,000

DRAFT

Admin Internal Services Fund

14

FY 2023-24 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2023	FY 2024
			EXPENDITURES		
			Insurance	\$50,000	\$110,000.00
			CC contingency	\$10,000	\$72,000.00
			OPERATING EXPENSES		
			(Insurance, Payroll Tax, Etc.)	\$180,000	\$90,000.00
			Reserve		
			Equipment		\$23,000.00
			Supplies	\$0	
			Mileage	\$0	
			AdISF	\$240,000	\$295,000
			Insurance		

DRAFT

City of Isleton

City Council Staff Report

DATE: October 22, 2024

ITEM#: 7.C

CATEGORY: Old Business

CITY COUNCIL APPROVE 2024-25 BUDGET

SUBJECT:

In conformance with duties described in the Isleton Municipal Code 2.12.020 H, presented to the City Council is the budget for the City for Fiscal Year 2024-25. Council is being requested to adopt the budget.

DISCUSSION

Staff is requesting City Council adopt Fiscal Year 2024-25 (FY25) Budget.

FISCAL IMPACT

There is no fiscal impact to the City funds to adopt this budget.

RECOMMENDATION

It is recommended that the City Council Draft adopt Fiscal Year 2024-2025 Budget.

Submitted by: Deputy City Clerk, Yvonne Zepeda ___

Reviewed by: City Manager, Uyiosa Oviawe UFO

City of Isleton

City Council
Staff Report

DATE: February 13, 2024

ITEM#: 7.F

CATEGORY: Old Business

CITY BUDGET FISCAL YEAR 2024-2025, PRESENTATION OF DRAFT BUDGET

SUBJECT:

In conformance with duties described in the Isleton Municipal Code 2.12.020 H, presented to the City Council is the draft budget for the City for Fiscal Year 2024-25. Council is being requested to receive the budget and set a public hearing for the budget.

DISCUSSION

The Fiscal Year 2024-25 (FY25) Budget is larger than previous year with an overall 9.9% increase. This increase is due primarily from increases in property taxes, sales taxes and new revenues sources. The new recreational vehicle park and the reopening of the Highway 160 cannabis businesses along with the tax increases will raise revenue approximately \$250,000 in FY25. There are also large grants funds associated with road and sewer improvements for which the City will receive an additional approximate \$100,000 for project administration. This amount has not been placed in the revenues until confirmation is received from the Water Board (for the Sewer Collection Replacement project) and from the State (for the traffic safety and Main Street improvements).

Expenses are generally held to the same level as the previous fiscal year with the majority of the increases scheduled for police services and the Fire Department.

Due the Winter storms of 2023 the City has also incurred extraordinary expenses in the range of over three quarter of a million dollars. These are not budgeted expenses and are scheduled to be covered by the Federal Emergency Management Agency, the State Office of Emergency Service, the State Water Board, and insurance claims. The City has not been fully reimbursed for these expenses to date, however the emergency agencies indicated that the City will be reimbursed an amount ranging from \$600,000 to \$1,000,000.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

To receive the City of Isleton Draft Budget for Fiscal Year 2024-2025 and set a date for a public hearing.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda

Reviewed by: City Manager, Charles Bergson

City of Isleton - Budget Fiscal Year 2024-25

Budget FY25

Budget Review, draft

Charles Bergson City Manager
Nancy Clymer Finance Manager

City Hall, 101 Second Street, Isleton, California 95641

City of Isleton - budget FY 2024-25

FY24-25

REVENUES

DRAFT

FY24

FY25

Annual

Annual

Lic perm fees, admn,bldg		\$ 50,000		\$ 60,000
Develp Aggrmnt fees		\$ 140,000		\$ 220,000
Property taxes		\$ 240,000		\$ 250,000
Sales and Use tx		\$ 420,000		\$ 540,000
SLEF-1 (COPS)		\$ 100,000		\$ 100,000
Program Income		\$ 60,000		\$ 90,000
(Bldg, Pking, Rec, Biz)				
LLAD - Village on Delta		\$ 16,000		\$ 21,000
Co.Meas A - new		\$ 69,000		\$ 69,000
Co.Meas B - old	to capital			
		\$ -		\$ -
Measure L (prev C)		\$ 100,150		\$ 100,150
Frachise fees, pge,CalWste		\$ 70,000		\$ 70,000
Sewer Enterprise Fund		\$ 600,000		\$ 600,000
LTF (Local Transp Fund)		\$ 87,000		\$ 87,000
TDA		\$ 10,000		\$ 10,000
HUTA		\$ 25,000		\$ 25,000
CIP overhead		\$ 50,000		\$ 50,000
City rda		\$ 100,000		\$ 100,000
Fire , 2021, Ms-B		\$ 100,000		\$ 100,000
SB-1, roads		\$ 50,000		\$ 50,000
SB-2, Planning		\$ 120,000		\$ 120,000
Prop 172		\$ 15,000		\$ 15,000
SB 1383 (FY23 only)		\$ -		\$ -
Strike Force, Fire		\$ 20,000		\$ 20,000
Parking Enforcment		\$ 20,000		\$ 20,000
CARES Act rev	total	\$ -		\$ -
ARP, SacCo		\$ 120,000		\$ 120,000
		\$ 2,582,150		\$ 2,837,150

City of Isleton - budget FY 2024-25

**FY 2024-25
EXPENSES**

DRAFT

		FY24 Annual	FY25 Annual
1	Administration	\$ 353,400	\$ 353,400
2	City Council	\$ 100,750	\$ 100,750
3	Sheriff/Police	\$ -	\$ 320,000
4	Fire	\$ 360,000	\$ 430,000
5	Public Works	\$ 230,000	\$ 253,000
6	Planning	\$ 90,000	\$ 120,000
7	Debt Service & paydowns	\$ 325,000	\$ 325,000
8	Parks & Recreation	\$ 20,000	\$ 20,000
9	Building	\$ 70,000	\$ 75,000
10	Finance	\$ 128,000	\$ 150,000
11	Wastewater	\$ 290,000	\$ 290,000
12	Veh Internal Services Fund	\$ 50,000	\$ 50,000
13	Fac Internal Services Fund	\$ 40,000	\$ 40,000
14	Adm Internal Serv. Fund	\$ -	\$ 310,000
15	CARES - programs		
16	American Recovery Pl		
	total	\$ 2,057,150	\$ 2,837,150

		Administration			1		
		FY 2024-25 Budget			DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2024	FY 2025
				2023			
				Actual ++			
			EXPENDITURES				
			SALARIES & WAGES			\$266,400	\$266,400.00
			Dep City Clerk	\$72,000			
			City Manager	\$130,000			
			GrantManager	\$50,000			
			Office Asst	\$14,400			
			OPERATING EXPENSES				
			Contracts	maint bldgs		\$7,000	\$7,000.00
			Code Enforcement			\$45,000	\$45,000.00
				computers		\$20,000	\$20,000.00
			Equipment				
			Supplies			\$15,000	\$15,000.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$353,400.00	\$353,400.00
			Administration			\$353,400	\$353,400

CITY COUNCIL

2

FY 2024-25 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
ACCT#					
		EXPENDITURES			
		SALARIES & WAGES			
		Council	\$0	\$6,000	\$6,000.00
		OPERATING EXPENSES			
		Contract		\$0	
		Attorney		\$92,650	\$92,650
		Equipment		\$2,100	\$2,100.00
		Supplies		\$0	
		Mileage		\$0	
		TOTAL OPERATING EXPENSES		\$100,750	\$100,750
		CITY COUNCIL BUDGET		\$100,750	\$100,750
					\$0

Sheriff - - Police

3

		FY 2024-25 Budget			DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION			FY 2024	FY 2025
ACCT#						
		EXPENDITURES				
		SALARIES & WAGES				
		OPERATING EXPENSES				
		Law Enforcement			\$200,000	\$280,000
		Reserve			\$30,000.00	\$40,000.00
		Code Enforcement			\$0.00	\$0.00
		Equipment				
		Supplies				
		Mileage				
		TOTAL OPERATING EXPENSES			\$230,000.00	\$320,000.00
		Sheriff			\$230,000	\$320,000

Fire Department					4	
FY 2024-25 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
				\$0		
			EXPENDITURES			
			SALARIES & WAGES		\$252,500	\$310,000.00
			Fire Chief	\$110,000		
			Engineers, 3	\$85,000		
			OPERATING EXPENSES			
			Contracts		\$10,500	\$18,000.00
			Equipment		\$40,000	\$40,000
			Equip Reserve		\$42,000	\$42,000
			Supplies		\$15,000	\$20,000
			TOTAL OPERATING EXPENSES		\$360,000	\$430,000.00
			Fire		\$360,000	\$430,000

Public Works Department

5

FY 2024-25 Budget				DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
			EXPENDITURES			
			SALARIES & WAGES		\$188,500	\$208,500
			PW Maint 1	\$70,000		
			PW Maint 2	\$50,000		
			Superintendent	\$85,000		
			OPERATING EXPENSES			
			Contracts/Services (major prjx to CIP)		\$5,000.00	\$8,000.00
			Equipment		\$18,250.00	\$18,250.00
			Supplies		\$18,250.00	\$18,250.00
			Mileage			
			TOTAL OPERATING EXPENSES		\$41,500.00	\$44,500.00
			Public Works		\$230,000	\$253,000

Planning Division					DRAFT	
FY 2024-25 Budget					FY 2024	FY 2025
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			
			EXPENDITURES			
			SALARIES & WAGES		\$90,000.00	\$0.00
			Planner			
			OPERATING EXPENSES			
			Services-contract Planner		\$0.00	\$120,000.00
			Equipment			
			Supplies		\$0.00	\$0.00
			Mileage			
			TOTAL OPERATING EXPENSES		\$90,000.00	\$120,000.00
			Planning Div		\$90,000	\$120,000

Parks and Recreation Div

8

FY24-25 Budget

DRAFT

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2024	FY 2025
			EXPENDITURES		
			SALARIES & WAGES		
			OPERATING EXPENSES		
			Contracts		
			Equipment		
			Supplies	\$19,700	\$19,700
			Mileage	\$300	\$300
			TOTAL OPERATING EXPENSES	\$20,000	\$20,000
			Parks & Rec Div	\$20,000	\$20,000

Building Department

9

FY24-25 Budget

DRAFT

DEPT# FUND# ACCT#	ACCOUNT DESCRIPTION	FY 2024	FY 2025
	EXPENDITURES		
	SALARIES & WAGES		
	Building Official		
	Admin Asst		
	OPERATING EXPENSES		
	Contracts	\$68,000.00	\$72,000.00
	Equipment		
	Supplies	\$2,000.00	\$3,000.00
	Mileage		
	TOTAL OPERATING EXPENSES	\$70,000.00	\$75,000.00
	Building	\$70,000	\$75,000

Wastewater Division

11

FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2024	FY 2025
			EXPENDITURES		
			SALARIES & WAGES	\$0	\$0
			Director	\$20,000	
			PW Maint 1	\$30,000	
			PW Maint 2	\$20,000	
			Consulting Sewer Operator	\$128,500	\$128,500
			OPERATING EXPENSES		
			Contracts	\$50,000	\$98,000
			Repairs	\$33,500	\$20,000
			Debt Service in §7	\$28,000	\$20,000
			Equipment	\$20,000	\$5,000
			Mech Capital	\$30,000	\$10,000
			Supplies	\$0	\$10,500
			Mileage		
			TOTAL OPERATING EXPENSES	\$290,000	\$290,000

Vehicle Internal Services Fund				12	
FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
ACCT#					
		EXPENDITURES			
		OPERATING EXPENSES			
		Contracts			
			Vehicle annual	\$50,000	\$50,000
		Equipment			
		Supplies			
		Mileage			
		TOTAL OPERATING EXPENSES		\$50,000	\$50,000
		VISF		\$50,000	\$50,000

Facilities Internal Services Fund				13	
FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
ACCT#					
		EXPENDITURES			
			FISF		
		Facility Imprvm-maintc			
		computers	\$1,000	\$3,000	\$3,000
		Comm Ctr - repairs	\$5,000	\$33,000	\$33,000
		Facilities cleaning	\$4,000	\$4,000	\$4,000
		Supplies		\$1,000	\$1,000
		Mileage			
		TOTAL OPERATING EXPENSES		\$40,000	\$40,000
		FISF		\$40,000	\$40,000

Admin Internal Services Fund

14

FY24-25 Budget

DRAFT

DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
			EXPENDITURES			
			Insurance		\$110,000.00	\$140,000.00
			CC contingency		\$72,000.00	\$50,000.00
			OPERATING EXPENSES			
			(Insurance, Payroll Tax, Etc.)		\$90,000.00	\$110,000.00
			Reserve			
			Equipment		\$23,000.00	\$10,000.00
			Supplies			
			Mileage			
			AdISF		\$295,000	\$310,000
			Insurance			

City of Isleton

City Council Staff Report

DATE: October 22, 2024

ITEM#: 8.A

CATEGORY: New Business

CITY COUNCIL TO APPROVE MONTHLY DELTA PHARMACY MOBILE VACCINE PROGRAM FOR RESIDENTS AT THE ISLETON COMMUNITY CENTER

SUBJECT:

Delta Pharmacy provides a mobile vaccine program and would like to bring it to the Isleton community on a monthly basis starting November 7th 10-1pm.

DISCUSSION

Staff recommends City Council discuss and approve Delta Pharmacy to provide a mobile vaccine program for the Isleton Community. Please see the attached flyer.

The vaccines that will be provided are:

Covid-19 (2024/2025)

Zoster

Mmr

Varicella

Prevnar

Flu (High/Low dose)

RSV

TDAP

HPV

FISCAL IMPACT

City will receive rental fee of \$80 monthly for rental of the ICC

RECOMMENDATION

Staff recommends City Council discuss and approve Delta Pharmacy to provide a monthly mobile vaccine program for the Isleton Community.

ATTACHMENTS

1. Delta Pharmacy Flyer

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

Submitted by: Deputy City Clerk, Yvonne Zepeda

Reviewed by: City Manager, Uyiosa Felix Oviawe 

CALL SURESH
ON 23rd



VACCINE PROGRAM

Mobile Vaccine Program

Welcome to you!!

Come see us at Isleton CC
~~City Hall on October 24th~~

at 10am- 1pm ~~THU~~ NOV 7th

Vaccines available

- Covid-19 (2024/2025)
- Zoster
- Mmr
- Varicella
- PREVNAR HEP-A/B
- Flu (High/Low dose)
- RSV
- TDAP
- HPV

Why is it important?

It could save your life!

Vaccines active body's immune system

Helps stop the spread of virus

Prevents FLU and other virus

**FOR VACCINATIONS : WE NEED INSURANCE CARD ,MEDICARE PART-D
AND DRIVER'S LICENSE**

We accepting all insurance Medicare part-D

, Kaiser Medicare Part-D

We are not accepting Kaiser HMO plans

WELCOME TO NEW PATIENTS SIGN UP FOR MEDICATIONS :



WE ARE OFFERING FREE DELIVERY:

Note:Please contact pharmacy further details :707-374-5135

