

# City of Isleton

## City Council Staff Report

DATE: March 23, 2021

ITEM#: 4.A

CATEGORY: Communications

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### CITY COUNCIL COMMUNICATIONS

#### SUMMARY

City has received the following communications:

1. Two applications from the Department of Alcoholic Beverage License(s).

#### FISCAL IMPACT



There is no fiscal impact with this appointment.

#### RECOMMENDATION

There is no action required.

#### ATTACHMENT

- Department of Alcoholic Beverage Control (2) applications

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



**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control  
 2400 DEL PASO ROAD  
 SUITE 155  
 SACRAMENTO, CA 95834  
 (916) 419-1319

File Number: **624776**  
 Receipt Number: **2664731**  
 Geographical Code: **3403**  
 Copies Mailed Date: **March 16, 2021**  
 Issued Date:

3-18-21

DISTRICT SERVING LOCATION: **SACRAMENTO**

First Owner: **KAUR, NOOR KIRAN**

Name of Business:

Location of Business: **107 2ND ST  
 ISLETON, CA 95641**

County: **SACRAMENTO**

Is Premises inside city limits? **Yes** Census Tract: **0098.00**

Mailing Address:(If different from premises address)  
**2549 GIORNO WAY  
 EL DORADO HILLS, CA 95762**

Type of license(s): **21** Dropping Partner: Yes  No

Transferor's license/name: **311295 / CHIMA, JAGDIP S**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
21 - Off-Sale General	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	STATE FINGERPRINTS	NA	3	03/16/21	\$117.00
Application Fee	PERSON TO PERSON TRF	NA	0	03/16/21	\$1,250.00
Application Fee	FEDERAL FINGERPRINTS	NA	3	03/16/21	\$72.00
21 - Off-Sale General	ANNUAL FEE	NA	0	03/16/21	\$814.00
Total					\$2,253.00

Have you ever been convicted of a felony? **No**  
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of SACRAMENTO Date: March 16, 2021

Applicant Name(s)

KAUR, NOOR KIRAN

BALAGHAN, BALJINDER KAUR

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

3-18-21 D

**TO:** Department of Alcoholic Beverage Control  
 2400 DEL PASO ROAD  
 SUITE 155  
 SACRAMENTO, CA 95834  
 (916) 419-1319

File Number: **620845**  
 Receipt Number: **2652210**  
 Geographical Code: **3403**  
 Copies Mailed Date: **March 16, 2021**  
 Issued Date:

DISTRICT SERVING LOCATION: **SACRAMENTO**

First Owner: **MELECH, JOSEPH ANTHONY**  
 Name of Business: **ISLETON CASINO**  
 Location of Business: **204 2ND ST  
 ISLETON, CA 95641**

County: **SACRAMENTO**

Is Premises inside city limits? **Yes** Census Tract: **0098.00**

Mailing Address:(If different from premises address) **P.O. BOX 11  
 ISLETON, CA 95641**

Type of license(s): **48** Dropping Partner: Yes \_\_\_ No \_\_\_

Transferor's license/name:

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
48 - On-Sale General Public Premises	ORI	Y			

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	09/28/20	\$15,835.00
48 - On-Sale General Public Prem	ANNUAL FEE	P0	0	03/15/21	\$790.00
<b>Total</b>					<b>\$16,625.00</b>

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of SACRAMENTO

Date: September 28, 2020

Applicant Name(s)

**MELECH, JOSEPH ANTHONY**

# City of Isleton

City Council  
Staff Report

DATE: March 23, 2021

ITEM#: 5.A

CATEGORY: Consent Calendar

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## MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 9, 2021.

### SUMMARY

Review of the Regular City Council Meetings of March 9, 2021.

### FISCAL IMPACT

There is no fiscal impact associated with this action.

### RECOMMENDATION

City Council review and approve the draft minutes of the Regular City Council Meeting on March 9, 2021.

### ATTACHMENTS

Minutes of March 9, 2021.

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, Deputy City Clerk 



## CITY OF ISLETON

### Regular City Council Meeting Minutes

Tuesday, March 9<sup>th</sup>, 2021 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

**TELECONFERENCE MEETING**

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#### 1. OPENING CEREMONIES

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

B. Pledge of Allegiance

C. Roll Call

PRESENT: Councilmember's Barbara Dockery, Paul Steele, Vice Mayor Pamela Bulahan, Mayor Eric Pene, City Manager Charles Bergson. ABSENT: Councilmember's Iva Walton.

#### 2. AGENDA CHANGES OR DELETIONS

ACTION: None.

#### 3. PUBLIC COMMENT

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

ACTION: Evan Jacobson from California American Water gave an update on water break last month.

#### 4. COMMUNICATIONS

A. None

#### 5. CONSENT CALENDAR

A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of February 23, 2021.

**RECOMMENDATION:** City Council review and approve draft minutes of the Regular City Council Meeting of February 23, 2021.

**ACTION:** Councilmember Barbara Dockery motion to approve draft minutes of the Regular City Council Meeting of February 23, 2021. Vice Mayor Pamela Bulahan second the motion.

**AYES:** Councilmember's Barbara Dockery, Paul Steele, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Councilmember Iva Walton.  
**PASSED 4-0.**

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

## 6. OLD BUSINESS

- A. **SUBJECT:** Sacramento County COVID-19 Public Health Order Update and City of Isleton Executive Order.

**RECOMMENDATION:** Discuss and provide direction to staff.

**ACTION:** Update on Purple Tier 1 guidelines.

- B. **SUBJECT:** Parking Enforcement, Pilot Program.

**RECOMMENDATION:** That the City Council approve:

1. purchase order to SP+ Parking for parking enforcement services
2. purchase order to Data Tickets LLC for citation processing
3. pass Resolution No. 005-21 adopting Isleton Vehicle Traffic Bail Schedule
4. designate the use of Vehicle Theft Funds (SB2139) for the Pilot Parking Enforcement Program.

**ACTION:** Mayor Eric Pene approved Parking Enforcement, 1. Purchase order to SP+ Parking for parking enforcement services. 2. Purchase order to Data Tickets LLC for citation processing. 4. Designate the use of Vehicle Theft Funds (SB2139) for the Pilot Parking Enforcement Program. Councilmember Paul Steele second the motion. PASSED 4-0.

Mayor Eric Pene motion to adopt 3. Pilot Program Resolution No. 005-21 adopting Isleton Vehicle Traffic Bail Schedule. Councilmember Paul Steele second the motion. PASSED 4-0.

**AYES:** Councilmember's Barbara Dockery, Paul Steele, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Councilmember Iva Walton.

## 7. NEW BUSINESS

- A. **SUBJECT:** Delta Conveyance Project Benefits Program

**RECOMMENDATION:** Discuss and provide direction to staff.

**ACTION:** City Council directed to set a public hearing.

- B. **SUBJECT:** Sacramento Local Agency Formation Commission (LAFCo) Appointment.

**RECOMMENDATION:** Appoint a representative to the Sacramento Local Agency Formation Commission.

**ACTION:** Designated by consensus Councilmember Paul Steele to be City's LAFCO Board member for 4 year term.

- C. **SUBJECT:** Resolution 006-21, approving the application for Statewide Park Development and Community Revitalization Program Grant Funds for the 6<sup>th</sup> Street Walking and Biking Trail.

**RECOMMENDATION:**

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1. Find the Sixth Street Walking and Biking Trail exempt under California Environmental Quality Act sections 15301, Existing facilities, and 15304, Minor Alterations to Land
2. Approve Resolution 006-21, application for Statewide Park Development and Community Revitalization Program Grant Funds for the 6<sup>th</sup> Street Walking and Biking Trail.

**ACTION:** Councilmember Paul Steele motion to approve the Sixth Street Walking and Biking Trail exempt under California Environmental Quality Act sections 15301, Existing facilities, and 15304, Minor Alterations to Land and approve Resolution 006-21, application for Statewide Park Development and Community Revitalization Program Grant Funds for the 6<sup>th</sup> Street Walking and Biking Trail. Mayor Eric Pene second the motion. **AYES:** Councilmember's Barbara Dockery, Paul Steele, Vice Mayor Pamela Bulahan, Mayor Eric Pene. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Councilmember Iva Walton. **PASSED** 4-0.

**D. SUBJECT: Housing Funds Approvals—Permanent Local Housing Allocation (PHLA) and Regional Early Action Planning (REAP)**

**RECOMMENDATION:**

1. Staff recommends that City Council adopt Resolution No. 007-21, agreement between the County of Sacramento and the Cities of Folsom, Isleton and Galt to participate in the Permanent Local Housing Allocation (PLHA) Funding Program and to designate Sacramento County as the Administering Local Government for the funds.
2. Staff recommends that City Council direct the City Manager to enter into a Memorandum of Understanding with the Sacramento Area Council of Governments (SACOG) to allocate 25% (\$10,000) of planning grant funds from the Regional Early Action Plan (REAP) program.
3. Staff recommends that City Council direct the City manager to enter into a Memorandum of Understanding with SACOG to allocate 75% (\$40,000) in planning grant funds from the REAP program.

**ACTION:** Councilmember Paul Steele motion that City Council adopt Resolution No. 007-21, agreement between the County of Sacramento and the Cities of Folsom, Isleton and Galt to participate in the Permanent Local Housing Allocation (PLHA) Funding Program and to designate Sacramento County as the Administering Local Government for the funds. 2. Staff recommends that City Council direct the City Manager to enter into a Memorandum of Understanding with the Sacramento Area Council of Governments (SACOG) to allocate 25% (\$10,000) of planning grant funds from the Regional Early Action Plan (REAP) program. 3. Staff recommends that City

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Council direct the City manager to enter into a Memorandum of Understanding with SACOG to allocate 75% (\$40,000) in planning grant funds from the REAP program. Vice Mayor Pamela Bulahan second the motion. AYES: Councilmember's Barbara Dockery, Paul Steele, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: Councilmember Iva Walton. PASSED 4-0.

E. **SUBJECT** Federal Excess Property Program, Fire Boat, Acceptance.

**RECOMMENDATION:** That the City Council accept a fire boat from the Federal Excess Property Program.

**ACTION:** Councilmember Paul Steele motion to accept the Federal Excess Property Program, Fire Boat, Acceptance. Mayor Eric Pene second the motion. AYES: Councilmember's Barbara Dockery, Paul Steele, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: Councilmember Iva Walton. PASSED 4-0.

#### 8. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Barbara Dockery – Request workshop to review budget and finances.
- B. Councilmember Paul Steele – Delta Protection meeting.
- C. Councilmember Iva Walton – Absent.
- D. Vice Mayor Pamela Bulahan – None.
- E. Mayor Eric Pene – None.

#### 9. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – Received and presented.
- B. Fire Chief Report – None.

#### 10. ADJOURNMENT

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

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

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

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# City of Isleton

## City Council Staff Report

DATE: March 23, 2021

ITEM#: 6.A & 6.B

CATEGORY: Old Business

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### ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO, MARCH 16, 2021.

#### SUMMARY

In alignment with Red Tier 2, the following sectors are permitted for Outdoor operations only until further notice. While maintaining social distancing, face coverings, and sanitization.

1. Cardrooms, satellite wagering.
2. Family Entertainment Centers (e.g. bowling alleys, miniature golf, batting cages, kart racing, skating rinks, and arcades).
3. Playgrounds, dog parks, skate parks, and recreational facilities.
4. Wineries, breweries, and distilleries (with reservations, 90 minute time limit, table seating, onsite consumption closed by 8pm)

Bars and pubs may operate indoors (maximum 25% capacity or 100 people, whichever is fewer) if they are offering sit-down meals.

INDOOR operations in compliance with Red Tier 2 that are open for indoor operations are,

- a. All retail (maximum 50% capacity; grocery stores 100% capacity)
  - b. Critical infrastructure
  - c. Entertainment production, studios, broadcast
  - d. Gyms and fitness centers (max. 10% capacity + climbing walls)
  - e. Hair salons and barbershops
  - f. Hotels and lodging (fitness centers max 25% capacity)
  - g. Libraries
  - h. Movie theaters (max. 25% capacity or 100 people, whichever is fewer)
  - i. Museums, zoos, aquariums (indoor 25% cap)
  - j. Nail salons and electrolysis operations
  - k. Personal care services (body waxing, estheticians, tattoo, and massage)
  - l. Places of worship (25% cap.)
  - m. Professional sports
  - n. Restaurants (max. 25% capacity or 100 people, whichever is fewer)
  - o. Shopping centers (malls, destination centers, swap meets) (max. 50% cap/closed common areas/food courts max.25% cap or 100 people, whichever is fewer)
5. In alignment with RED TIER 2, bars and pubs are prohibited from operating with the exception of those serving sit-down meals.
  6. Schools may reopen for in-person instruction after publicly posting their COVID-19 Safety plan.
  7. All activities must follow state and county guidelines and the <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/outdoor-indoor-recreational-sports.aspx>

Staff is submitting the order to guide City operations during the pandemic virus emergency. City Parks and Water front have been opened.

**FISCAL IMPACT**

Unknown at this time.


**RECOMMENDATION**

It is recommended that City Council renew its declaration of State of Emergency due to the Novel Coronavirus disease epidemic.

**ATTACHMENTS**

- Sacramento County Health Order of March 16, 2021.
- Declaration State of Emergency, City of Isleton of March 10, 2020.
- Governor's Executive Order N-03-21.

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk 



**ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO  
DIRECTING ALL INDIVIDUALS IN THE COUNTY TO ADHERE TO COVID-  
19 SAFETY MEASURES AND CLOSING OR MODIFYING CERTAIN  
OPERATIONS**

**DATE OF ORDER: March 16, 2021**

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, 120175, AND 120220, THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO ("HEALTH OFFICER") HEREBY ORDERS AS FOLLOWS:

1. This order supersedes the March 12, 2021 Order of the Public Health Officer. This Order **shall become effective immediately** and will continue to be in effect until it is rescinded or amended in writing by the Health Officer.
2. On November 13, 2020, the California Department of Public Health (CDPH) issued updated guidance for private gatherings (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Guidance-for-the-Prevention-of-COVID-19-Transmission-for-Gatherings-November-2020.aspx>). Due to the increased risk of transmission and spread of COVID-19 when people from different households and communities mix, Sacramento County Public Health continues to discourage social gatherings. People who choose to attend gatherings should adhere to the CDPH guidance and limit the size to three households or less as well as take other precautionary measures as outlined in the guidance.
3. The State of California Blueprint for a Safer Economy (<https://covid19.ca.gov/safer-economy/>) is a system of county monitoring and re-opening of businesses based on a tiered system corresponding to specific indicators of COVID-19 disease burden. According to this system, Sacramento County met the criteria for **Red**



**Tier 2 (substantial)** on March 16, 2021 and is subject to all State of California restrictions and guidance for **Red Tier 2**.

4. In alignment with **Red Tier 2**, the following sectors are permitted for **OUTDOOR operations only** until further notice. These sectors must still maintain mitigation measures (social distancing, face covering, and sanitization):
  - a. Cardrooms, satellite wagering
  - b. Family Entertainment Centers (e.g. bowling alleys, miniature golf, batting cages, kart racing, skating rinks, and arcades)
  - c. Playgrounds, dog parks, skate parks, and recreational facilities
  - d. Wineries, breweries, and distilleries (with reservations, 90 minute time limit, table seating, onsite consumption closed by 8pm)

Bars and pubs may operate indoors (maximum 25% capacity or 100 people, whichever is fewer) if they are offering sit-down meals.

5. In alignment with **Red Tier 2**, the following sectors are open for **INDOOR operations**. These sectors must still maintain mitigation measures (social distancing, face covering, and sanitization) and specific modifications in parenthesis below:
  - a. All retail (maximum 50% capacity; grocery stores 100% capacity)
  - b. Critical infrastructure (<https://covid19.ca.gov/essential-workforce/>)
  - c. Entertainment production, studios, broadcast
  - d. Gyms and fitness centers (maximum 10% capacity + climbing walls)
  - e. Hair salons and barbershops
  - f. Hotels and lodging (fitness centers maximum 10% capacity)
  - g. Libraries (maximum 50% capacity)
  - h. Movie theaters (maximum 25% capacity or 100 people, whichever is fewer)
  - i. Museums, zoos, aquariums (indoor activities maximum 25% capacity)
  - j. Nail salons and electrolysis operations
  - k. Personal care services (e.g. body waxing, estheticians, tattoo, massage)
  - l. Places of worship (maximum 25% capacity)
  - m. Professional sports (without live audiences)
  - n. Restaurants (maximum 25% capacity or 100 people, whichever is fewer)
  - o. Shopping centers (e.g. malls, destination centers, swap meets) (maximum 50% capacity; closed common areas; food courts)

maximum 25% capacity or 100 people, whichever is fewer)

6. In alignment with **Red Tier 2**, bars and pubs are prohibited from operating with the exception of those serving sit-down meals.
7. In alignment with CDPH requirements (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Schools-FAQ.aspx>), schools (all grade levels) may reopen for in-person instruction after publicly posting their COVID-19 Safety Plan.

Schools conducting in-person instruction must maintain mitigation measures, including social distancing, face coverings, and sanitization, in compliance with schools guidance from CDPH ([https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Consolidated\\_Schools\\_Guidance.pdf](https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Consolidated_Schools_Guidance.pdf)) and Sacramento County Public Health ([https://www.saccounty.net/COVID-19/Pages/ChildCare\\_Schools\\_Colleges.aspx](https://www.saccounty.net/COVID-19/Pages/ChildCare_Schools_Colleges.aspx)).

8. All organized youth and adult recreation sports, including school- and community-sponsored programs, and privately-organized clubs and leagues must abide by youth and adult sports guidance from CDPH (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/outdoor-indoor-recreational-sports.aspx>) and Sacramento County Public Health (<https://emd.saccounty.net/EMD-COVID-19-Information/Documents/COVID-19%20Guidance%20for%20Youth%20Sport%20Conditioning.pdf>). Low-contact, moderate-contact, and high-contact sports are permitted with adherence to the specific mitigation measures and requirements described in the aforementioned sports guidance. Inter-team competitions are permitted for allowable sports. Tournaments or competitions involving more than two teams are prohibited.
9. On November 16, 2020, the California Department of Public Health updated their face covering mandate (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>), which requires all people in California to wear face coverings when they are outside of the home, with specific exemptions. A growing body of scientific research has shown that people with no or few symptoms of COVID-19 can still spread the disease and that the use of face coverings, combined with physical distancing and frequent hand washing, will reduce the spread of COVID-19. As part of

this Order the Sacramento County Health Officer continues to align the County face covering Order with the State mandate.

10. The Centers for Disease Control and Prevention (CDC) recommends that guidance for those experiencing homelessness outside of shelters continue to be followed. To maintain public health and safety, local governments are advised to allow people who are living unsheltered, in cars, RV's, and trailers, or in encampments on public property to remain where they are, unless the people living in those locations are provided with a) real-time access to individual rooms or housing units for households, with appropriate accommodations including for disabilities, and b) a clear plan to safely transport those households.

Do not cite persons experiencing homelessness for using cars, RV's, and trailers as shelter during community spread of COVID-19. Do not remove life necessities from people experiencing homelessness, which includes, for example, their shelter (e.g., tents, vehicles, or other living structures), hygiene equipment, food supplies, water, medicines, mobility devices (such as walkers, wheelchairs, crutches, canes), and bicycles used for transportation.

Clearing encampments causes people to disperse throughout the community and break connections with service providers, increasing the potential for infectious disease spread.

Exceptions are encampments that pose a public safety hazard or adversely impact critical infrastructure as designated by local, state, or federal law, regulations, or orders.

11. This Order **will take effect immediately** and will be in effect until it is rescinded, superseded, or amended in writing by the Health Officer of Sacramento County.
12. **Copies of Order.** Copies of this Order shall promptly be: (1) made available at the County Administration Building at 700 H Street, Sacramento 95814, First Floor; (2) posted on the Sacramento County COVID-19 website (COVID19.saccounty.net) and County Health Department's website (dhs.saccounty.net/PUB); and (3) provided to any member of the public requesting a copy of this Order.
13. **Severability.** If any provision of this Order or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, the remainder of the Order, including the application of such



part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

**IT IS SO ORDERED:**

*Olivia Kasirye MD*

Olivia Kasirye, MD, MS  
Health Officer of the County of Sacramento

Dated: March 16, 2021



CITY OF ISLETON

DECLARATION STATE OF EMERGENCY

**A DECLARATION BY THE MAYOR OF THE CITY OF ISLETON OF A  
STATE OF EMERGENCY FOR NOVEL CORONAVIRUS DISEASE  
EPIDEMIC, COVID-19, IN THE CITY OF ISLETON**

WHEREAS, California Health and Safety Code Section 101080 authorizes a local health office to declare a local official to declare a local health emergency in the official's jurisdiction, or any part thereof, whenever the officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent, and

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of a Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern", and

WHEREAS, the Centers of Disease Control and Prevention announce on February 25, 2020, that community spread of COVID-19 is likely to occur in the United States of America, and

WHEREAS, on March 4, 2020, the Governor of the State of California issued a proclamation of a State of Emergency for the State of California due to COVID-19, and

WHEREAS, there are currently multiple cases of confirmed COVID-19 in Sacramento County, and there is an ongoing risk and likelihood of additional COVID-19 positive patients being identified in Sacramento County, and

WHEREAS, on March 5, 2020, the County of Sacramento Public Health Officer, proclaimed public health emergency in Sacramento County, and

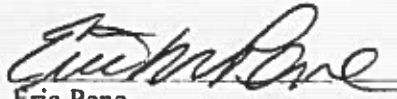
WHEREAS, on March 10, 2020 the Board of Supervisor of Sacramento County ratified the Proclamation of a State of Local Emergency

WHEREAS, the City of Isleton must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19 and prepare and carryout plans for the protection of persons and property within the City in the event of an emergency, including actual or threated existence of conditions of disaster or extreme peril including epidemics, and

WHEREAS, COVID-19 constitutes a potential epidemic under Section 8558 of the Government that, by reason of its magnitude is potentially beyond the control of the services, personnel, equipment and facilities of the City of Isleton and requires the combined forces of a mutual aid region or regions to combat,

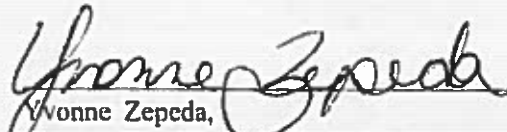
NOW, THEREFORE, the Mayor of the City of Isleton, in accordance with the authority pursuant to Isleton Ordinance 230 and Isleton Municipal Code Chapter 5.40.060 finds that conditions

to the health and safety of persons and property within the City of Isleton are threatened and hereby declares a State of Emergency in the City of Isleton.



Eric Pene  
Mayor, City of Isleton

ATTEST:

By:   
Yvonne Zepeda,  
Deputy City Clerk, City of Isleton

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

EXECUTIVE ORDER N-03-21

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** the Legislature has declared its intent to protect residents from price gouging during states of emergency, and has enacted statutes consistent with that purpose, including by strengthening existing statutory protections against price gouging through new legislation enacted during the State of Emergency proclaimed in response to COVID-19; and

**WHEREAS** consistent with these statutory enactments and Legislative intent, the March 4, 2020 Proclamation of a State of Emergency triggered certain protections against price gouging set forth in Penal Code 396, and Executive Orders issued pursuant to the Emergency Services Act (including Executive Orders N-44-20 and N-78-20) have further implemented protections against price gouging; and

**WHEREAS** the State does not intend to keep these protections in place longer than necessary under the circumstances of the emergency, and it now appears that ordinary market mechanisms may be sufficient to ensure Californians' access to many necessary goods and services; and

**WHEREAS** to combat the spread of COVID-19, it nevertheless remains essential to ensure that all Californians maintain uninterrupted access, on reasonable terms, to medical supplies and emergency supplies; and

**WHEREAS** nothing in this Order should be construed to limit the State's ability to re-impose protections against price gouging as to other categories of goods and services, and the State reserves the right to re-impose such protections if conditions warrant; and

**WHEREAS** in addition to protections against price gouging provided by state law, numerous local jurisdictions have determined that promoting stability amongst commercial tenancies is necessary to mitigate the impacts of COVID-19, and have therefore enacted restrictions on evictions related to commercial tenancies; and

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

- 1) As applied to emergency supplies and medical supplies, the waiver of the time limitations set forth in Penal Code section 396, subdivision (b) (as set forth in Paragraph 4 of the March 4, 2020 Proclamation of a State of Emergency and Paragraph 1 of Executive Order N-44-20, and as extended by Executive Order N-78-20) is further extended such that, as applied to emergency supplies and medical supplies, the prohibitions against price gouging set forth in that subdivision shall remain in effect through September 4, 2021.

This Paragraph 1 does not extend those prohibitions as to any categories of goods or services other than emergency supplies and medical supplies.

- 2) As applied to emergency supplies and medical supplies, the prohibitions set forth in Paragraphs 2 and 3 of Executive Order N-44-20 (and extended by Paragraph 2 of Executive Order N-78-20), prohibiting certain sales and offers of sale, are extended to prohibit such sales and offers of sale (as applied to emergency supplies and medical supplies) through September 4, 2021.

Consistent with Paragraph 2 of Executive Order N-78-20, this Paragraph 2 extends the duration of Paragraphs 2 and 3 of Executive Order N-44-20 (as extended by Paragraph 2 of Executive Order N-78-20) as applied to emergency supplies and medical supplies; it does not otherwise alter the scope of conduct prohibited by those paragraphs.

This Paragraph 2 does not extend the duration of Paragraphs 2 and 3 of Executive Order N-44-20 as to any categories of goods or services other than emergency supplies and medical supplies.

- 3) As applied to commercial evictions only, the timeframe for the protections set forth in Paragraph 2 of Executive Order N-28-20 (and extended by Paragraph 21 of Executive Order N-66-20, Paragraph 3 of Executive Order N-71-20, and Paragraph 2 of Executive Order N-80-20) is extended through June 30, 2021.

**IT IS FURTHER ORDERED** that as soon as hereafter possible this Order be

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of March 2021.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM  
Governor of California

**ATTEST:**

---

SHIRLEY N. WEBER, Ph.D.  
Secretary of State





# City of Isleton

## City Council Staff Report

DATE: March 23rd, 2021

ITEM#: 7.A

CATEGORY: New Business

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### CANNABIS BUFFER ZONE AMENDMENT

#### SUMMARY

The City has received multiple inquiries from cannabis business developers requesting a variance from the 600 foot recommended buffer zone between commercial cannabis activity and any school or daycare center.

City staff is proposing modifying the cannabis buffer zone to accommodate new businesses wishing to locate in Isleton.

#### DISCUSSION

##### City and State Code

The Bureau of Cannabis Control recommends the 600 ft. buffer zone as follows:

“No licensee under this division shall be located within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued, unless a licensing authority or a local jurisdiction specifies a different radius. The distance specified in this section shall be measured in the same manner as provided in paragraph (c) of Section 11362. 768 of the Health and Safety Code unless otherwise provided by law.” (Section 26054.b, California Health and Safety Code, 2016 AUMA). This provision is included in the City’s cannabis ordinance , section 2304 (attached).

##### Proposal for Buffer Zone Amendment

State law gives the City discretion in adjusting the radius as stated above. Staff is proposing a modification to the buffer zone radius for a limited number of non-retail cannabis uses, excluding over-the-counter retail sales. Retail use and display of cannabis will continue to be restricted by the current buffer zone limits.

The 600 foot radius from the original state legislation is a one-size-fits all solution that doesn’t take into account the differing physical and economic contexts of cities throughout California. The central location of Isleton elementary means the radius has a negative impact on the potential development of industrially-zoned land by the cannabis industry.

Many California agencies have modified or are considering modifying this buffer zone. For example, the city of Goleta has limited the 600 foot radius to retail storefronts only, not to

industrial businesses, and the city of West Sacramento has reduced the buffer zone for some industrial cannabis businesses.

This discussion was brought to Planning Commission at their August 4<sup>th</sup>, 2020 meeting when a developer on Main Street requested a modification to the buffer zone. Planning Commission recommended allowing a 15% (90 ft.) flex from the 600 foot radius to City Council at that time. As the proposal was withdrawn by the developer, consideration of the buffer zone was not considered by the Council. Since that time, staff has received more inquiries about flexing this zone.

The application of a buffer zone onto businesses that are not available to the public will impair the city's limited industrial zoned land and limits the city's development of a diversified industrial and commercial base for its economic health. Staff submits that adjusting the buffer zone limit for some cannabis businesses will maintain the City's industrial potential and help develop diversified commerce while continuing to limit exposure to the underaged.

If given direction, Staff will develop an amendment to the Zoning ordinance based on Council discussion and return for input and approval by Planning Commission and City Council.

**FISCAL IMPACT**

There is no fiscal impact associated with this action. The proposed modification has the potential to yield significant increases in sales taxes and cannabis related fees.

**RECOMMENDATION**

Staff is recommending that City Council direct staff to prepare modifications to the cannabis buffer zone.

Prepared by: James Gates, Assistant Planner  
Submitted by: Yvonne Zepeda, Deputy City Clerk  
Reviewed by: Charles Bergson, City Manager

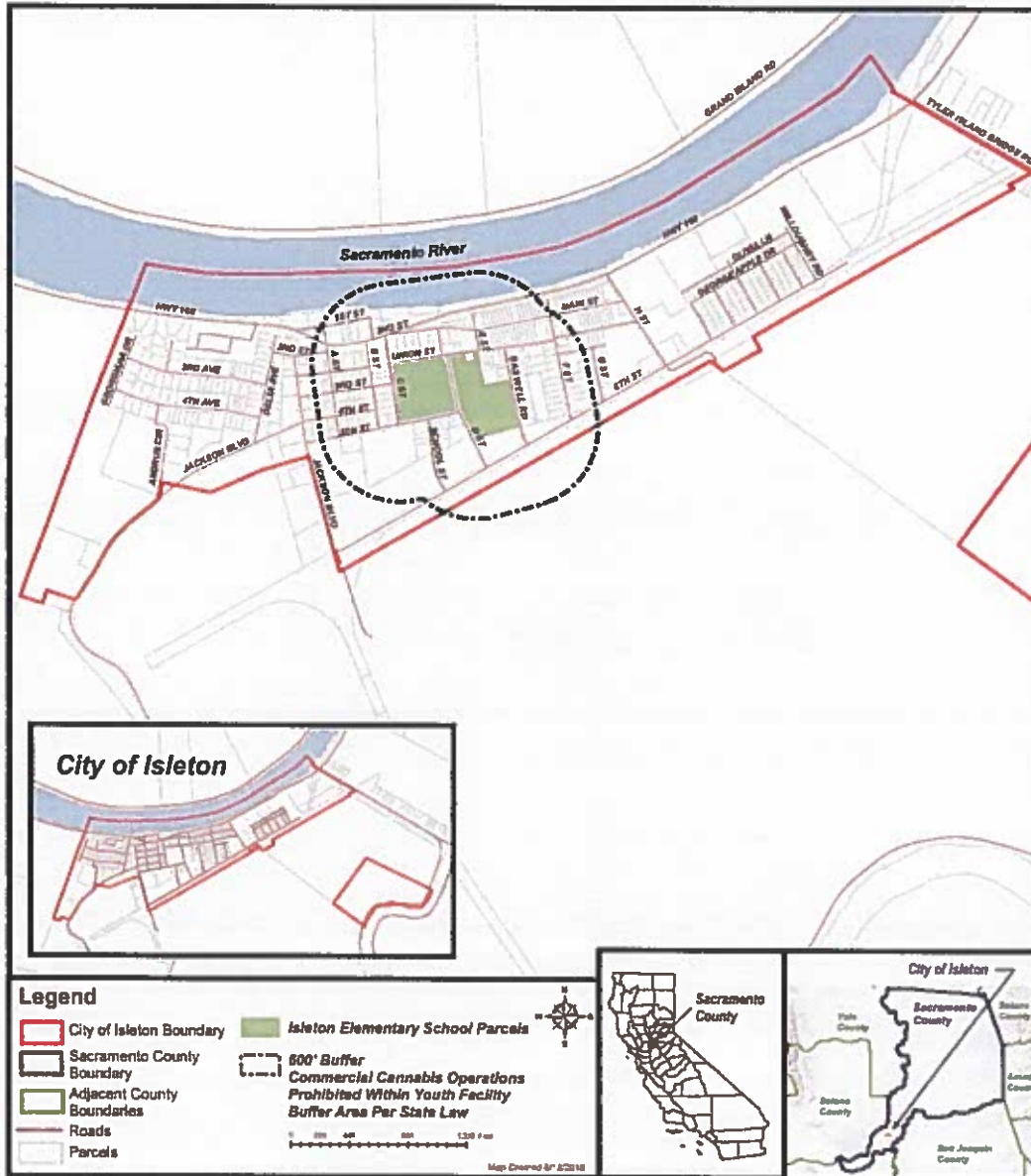


**ATTACHMENT**

1 – Map of Current 600ft. buffer zone boundaries.

**AGENDA ITEM 7.A  
ATTACHMENT 1-BUFFER ZONE BOUNDARY MAP**

**CITY OF ISLETON  
COMMERCIAL CANNABIS OPERATIONS PROGRAM  
YOUTH FACILITY BUFFER AREA**





# City of Isleton

City Council  
Staff Report

DATE: March 23rd, 2021

ITEM#: 7.B

CATEGORY: New Business

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## WATERFRONT LEASE EXPIRATION

### SUMMARY

The City's 25-year lease with the California State Lands Commission (CSLC) for the waterfront is due to expire on February 1, 2029. It will be required for the City's waterfront rehabilitation project (funded via grant funds from the California Department of Boating and Waterways) to re-negotiate this lease for an additional 25-year. This re-negotiation will probably have to be completed in the next 12 months concurrently with planning for the waterfront rehabilitation.

Staff is recommending City Council to direct the City Manager to extend the lease with the CSLC on the City's behalf.

### DISCUSSION

Attached to this report is the original lease which into effect in 2004 and will expire in 2029.

### FISCAL IMPACT

There is no fiscal impact associated with this action

### RECOMMENDATION

Staff is recommending that City Council direct the City Manager to extend the waterfront lease with the California State Land's Commission.

Prepared by: James Gates, Assistant Planner  
Submitted by: Yvonne Zepeda, Deputy City Clerk  
Reviewed by: Charles Bergson, City Manager



### ATTACHMENT

1 – Lease PRC 8506.9 between the City and CSLC.



RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
California State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. Appurtenant to 157-0021-008,011; 157-0031-002  
County: Sacramento

W 25849

## **LEASE PRC 8506.9**

This Lease consists of this summary and the following attached and incorporated parts:

- Section 1 Basic Provisions
- Section 2 Special Provisions Amending or Supplementing Section 1 or 4
- Section 3 Description of Lease Premises
- Section 4 General Provisions

---

### **SECTION 1 BASIC PROVISIONS**

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the CALIFORNIA STATE LANDS COMMISSION (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to:

#### **CITY OF ISLETON**

hereinafter referred to as Lessee:

WHOSE MAILING ADDRESS IS: P. O. Box 716  
Isleton, California 95641

those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.



**LEASE TYPE: GENERAL LEASE - PUBLIC AGENCY USE**

**LAND TYPE: Tide and submerged**

**LOCATION: Sacramento River, city of Isleton, Sacramento County**

**LAND USE OR PURPOSE:** Construction and maintenance of a public fishing pier with a tour boat landing and guest dock, and a public side-tie guest dock.

**TERM:** Twenty-five (25) years; beginning February 2, 2004; ending February 1, 2029, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest. Subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

**AUTHORIZED IMPROVEMENTS:** Public fishing pier with a tour boat landing and guest dock - 1,400 sq. ft. fishing pier with a 40 foot by 6 foot connecting float and 40 foot by 10 foot fishing access float with a fish cleaning station; a 10 foot by 100 foot tour boat landing float; a 20 foot by 20 foot accessible landing tower float with a 5 foot by 60 foot metal gangway connecting to a concrete landing; and thirteen (13) 50 foot steel mooring piles.

Public side-tide guest dock - 760 foot by 6 foot side-tide docking float; two (2) pedestrian access configurations with 20 foot by 24 foot landing tower floats; 60 foot metal gangways connecting to concrete approach landings; and twenty-three (23) 50 foot steel mooring piles.

       **EXISTING:**

**TO BE CONSTRUCTED;**

**CONSTRUCTION MUST BEGIN BY:** March through August 1, 2004

**AND BE COMPLETED BY:** November 30, 2007

**LIABILITY INSURANCE:** N/A

**SURETY BOND OR OTHER SECURITY:** N/A

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**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:**

**Subletting:**

1. Lessee has informed Lessor that it intends to sublet a portion or all of the Lease Premises for tour boat operations. Lessee agrees that any subleasing for any purpose shall be done in accordance with Section 4, General Provisions, Paragraph 10 of this



Lease. All subleasing requires the written consent of Lessor and such approval shall be obtained prior to the placement by sublessee of any improvements within or on the Lease Premises. Uses permitted under any subletting shall be consistent with uses permitted under this Lease and the Public Trust for Commerce, Navigation and Fisheries.

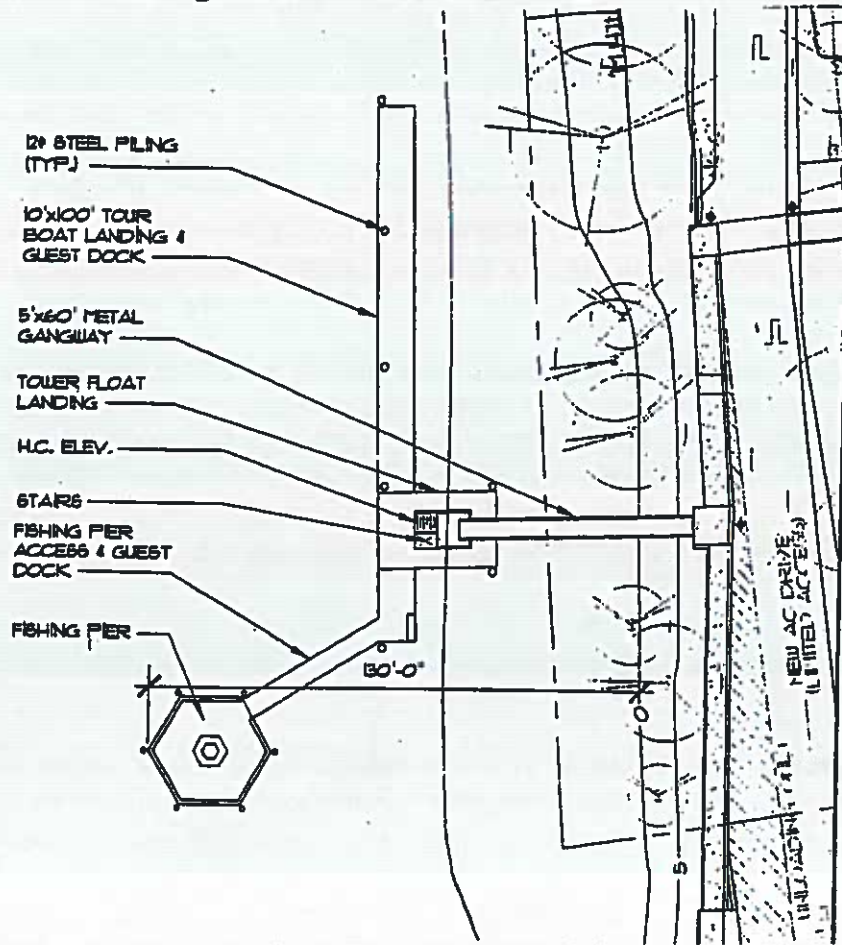
2. Lessee agrees to charge all sublessees a fair market rental for their use of the Lease Premises unless Lessor has waived such rental in writing. Fair market rental shall be established in accordance with standard real estate approval practices and is subject to review and approval by Lessor upon reasonable notice to Lessee. Where such rents are charged, Lessee shall be responsible for their collection and shall pay Lessor a percentage of such rents comparable to those paid Lessor by other Lessees of Lessor under similar circumstances.

**Liability Insurance:**

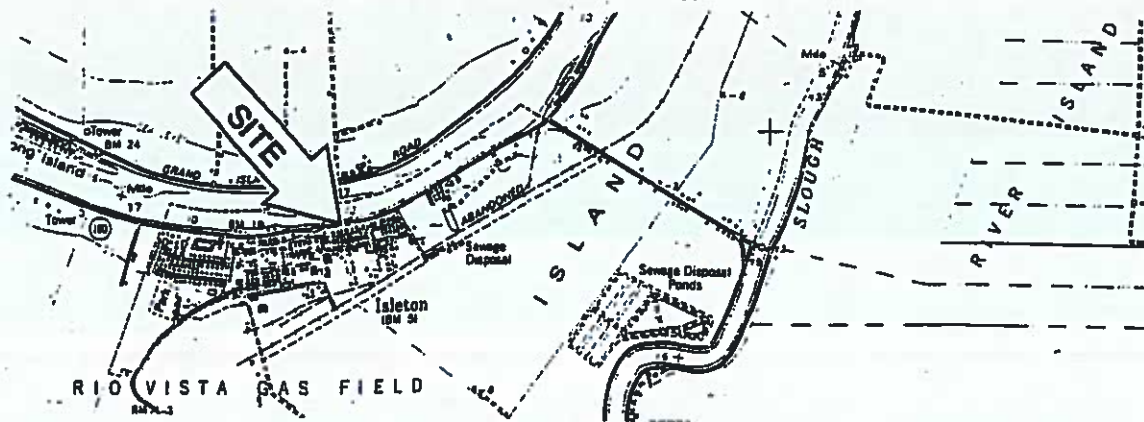
3. Should Lessee require sublessee to provide liability insurance coverage, then sublessee shall also name the State of California as an additional insured as to the Lease Premises.

# Site Plan

## Fishing Pier and Tour Boat Landing & Guest Dock



## Location Map



Isleton Quad

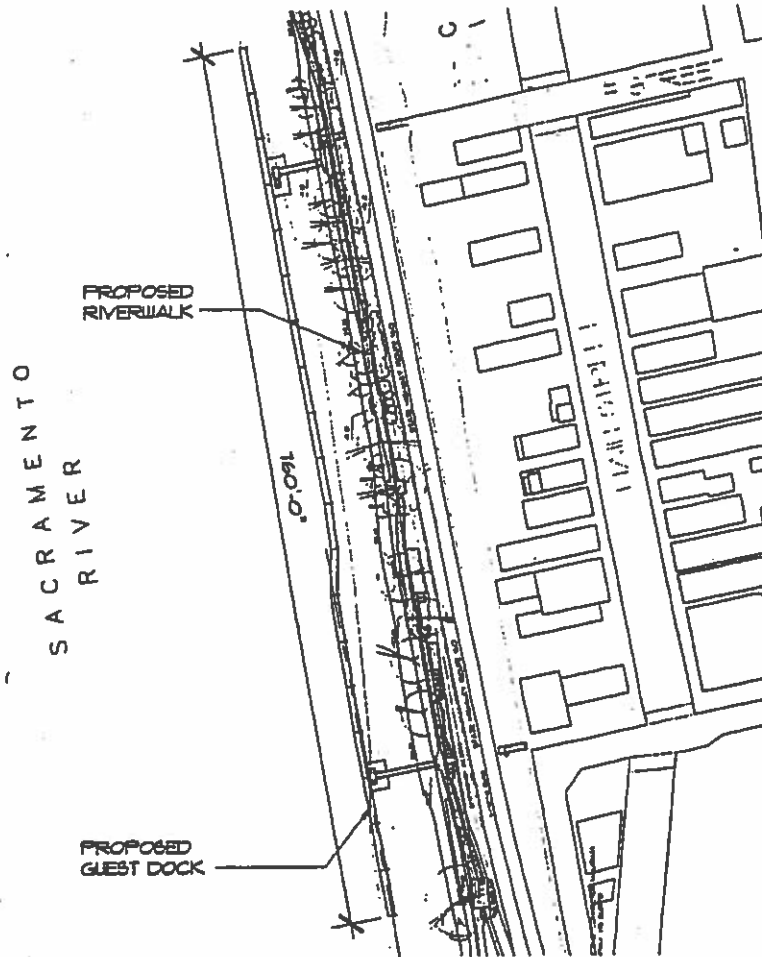
This exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by Lessee or other parties, and is not intended to be, nor shall it be construed as, a waiver or limitation of any state interest in the subject or other property.

**Section 3  
W 25849**

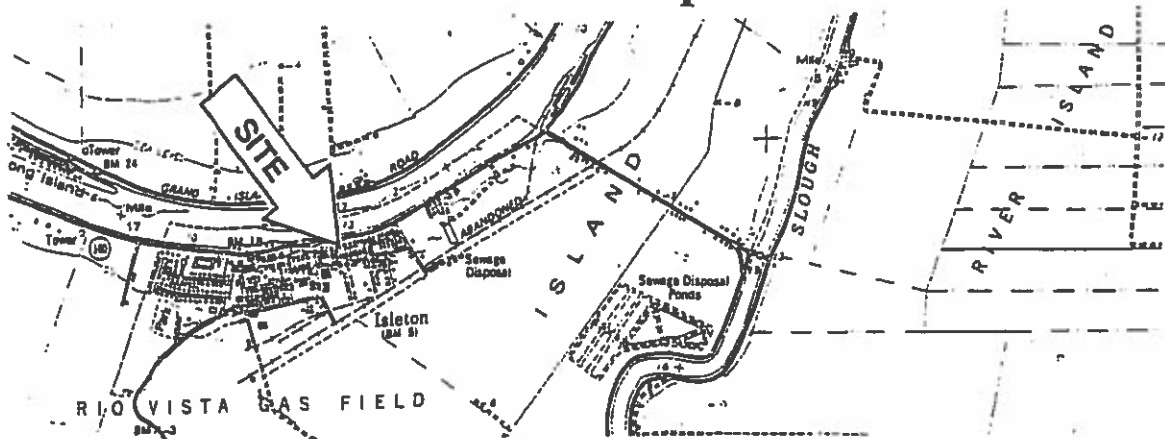
LMB 12/30/03

# Site Plan

## Public Side-Tie Guest Dock



# Location Map



Isleton Quad

This exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by Lessee or other parties, and is not intended to be, nor shall it be construed as, a waiver or limitation of any state interest in the subject or other property.

**Section 3  
W 25849**

LMB 12/30/03

## SECTION 4

### GENERAL PROVISIONS

#### 1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

#### 2. CONSIDERATION

##### (a) Categories

##### (1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

##### (2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

##### (b) Modification

Lessor may modify the method, amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

##### (c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

#### 3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

#### 4. LAND USE

##### (a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and

within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

##### (b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

##### (c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

##### (d) Additions, Alterations and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

##### (e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

##### (f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

##### (g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use

and enjoyment of the Lease Premises as provided under this Lease.

(h) **Discrimination**

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) **Residential Use**

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. **RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY**

(a) **Reservations**

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) **Encumbrances**

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended purpose.

6. **RULES, REGULATIONS AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtain and maintain all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. **INDEMNITY**

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury or casualty on the Lease Premises.

8. **INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the



policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

**9. SURETY BOND**

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

**10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING**

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise

transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrancing or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

#### 11. DEFAULT AND REMEDIES

##### (a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or
- (7) Lessee's failure to comply with applicable provisions of federal, state or local laws or

ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

##### (c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

#### 12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration

shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.



**STATE OF CALIFORNIA - STATE LANDS COMMISSION**

W 25849

LEASE P.R.C. NO. 8506.9

This lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee.

The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

**LESSEE  
CITY OF ISLETON**

**STATE OF CALIFORNIA  
STATE LANDS COMMISSION**

By: *Pam Pratt*

By: *Henry B Anderson*

Title: Mayor

Title: Assistant Chief  
Land Management Division

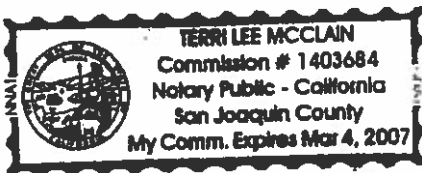
Date: 2/2/04

Date: FEB 10 2004

This Lease was authorized by the California State Lands Commission on

2-2-04  
(Month Day Year)

**ACKNOWLEDGEMENT**



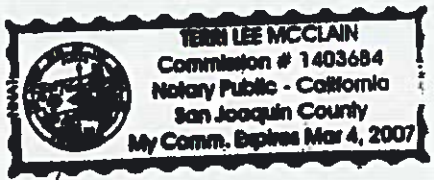
**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sacramento } SS.

On February 2, 2004 before me, Terri Lee McClain,  
(DATE) (NOTARY)  
personally appeared Pam Pratt (Mayor of Isleton CA.)  
SIGNER(S)

personally known to me - OR -  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(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Terri Lee McClain  
NOTARY'S SIGNATURE  
2-2-04

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER  
Mayor of Isleton CA  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: Mayor of Isleton CA

**DESCRIPTION OF ATTACHED DOCUMENT**

State of California State Lands Commission  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

February 2, 2004  
DATE OF DOCUMENT

OTHER

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
Pam Pratt Mayor  
Isleton Ca

RIGHT THUMBPRINT  
OF  
SIGNER



CITY OF ISLETON RESOLUTION NO. 1555 -


RESOLUTION CERTIFYING MITIGATED NEGATIVE DECLARATION  
FOR THE RIVERFRONT PROJECT

The Isleton City Council hereby resolves that:

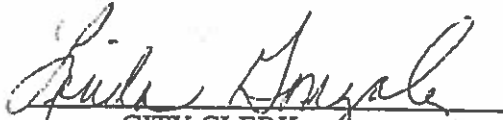
1. On April 19, 2000, the Isleton City Council held a duly noticed public hearing regarding the Mitigated Negative Declaration for the Isleton Riverfront Project.
2. On April 19, 2000, the Isleton City Council certified the Mitigated Negative Declaration for the Isleton Riverfront Project.

This Resolution was adopted at the January 28, 2004 meeting of the Isleton City Council by the following vote:

AYES:	Councilmembers:	Gomez, Salaices, Duarte, Marking, Pratt
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

  
MAYOR

ATTEST:

  
CITY CLERK



# City of Isleton

## City Council Staff Report

DATE: March 23rd, 2021

ITEM#: 7.C

CATEGORY: New Business

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### 417 F STREET SEWER RE-ROUTE

#### SUMMARY

After the driveway to 417 F Street cracked in February, City staff discovered an existing public sewer Main crossing under the property and connecting the sewer mains on F Street and G Street. This sewer main goes between these streets in a sewer easement which has been partially built-upon. The driveway cracks were attributable to a break in this main.

Staff is asking City Council to allow an appropriation of up to \$45,000 from the sewer fund to effect this repair and re-route.

#### DISCUSSION

It is reported to staff that the City gave permission to build over the City easement in about 1950's time period. There is a garage built over the sewer easement toward the eastern half of the property. Removal and replacement of the garage is not advised and too costly.

Repairs will include stopping the break and decommissioning the main line under 417 F Street. New laterals will be built to service 415 & and 417 F Street that will connect directly to the F street sewer main. The eastern half of the broken main is still serviceable as a sewer lateral for 16 G Street.

See attached diagram for visual representation of the work to be undertaken. The appropriation figure of \$45,000 is a rough high-end estimate from a pipeline contractor. The City Engineer and Public Works Supervisor will work to deliver the repairs at a lower final cost.

#### FISCAL IMPACT

The repairs and re-route will require one-spending of up to \$45,000 from the City's sewer fund.

#### RECOMMENDATION

Staff is recommending that City Council discuss and give Staff permission to appropriate up to \$45,000 to repair and re-route the sewer connection at 417 F Street.

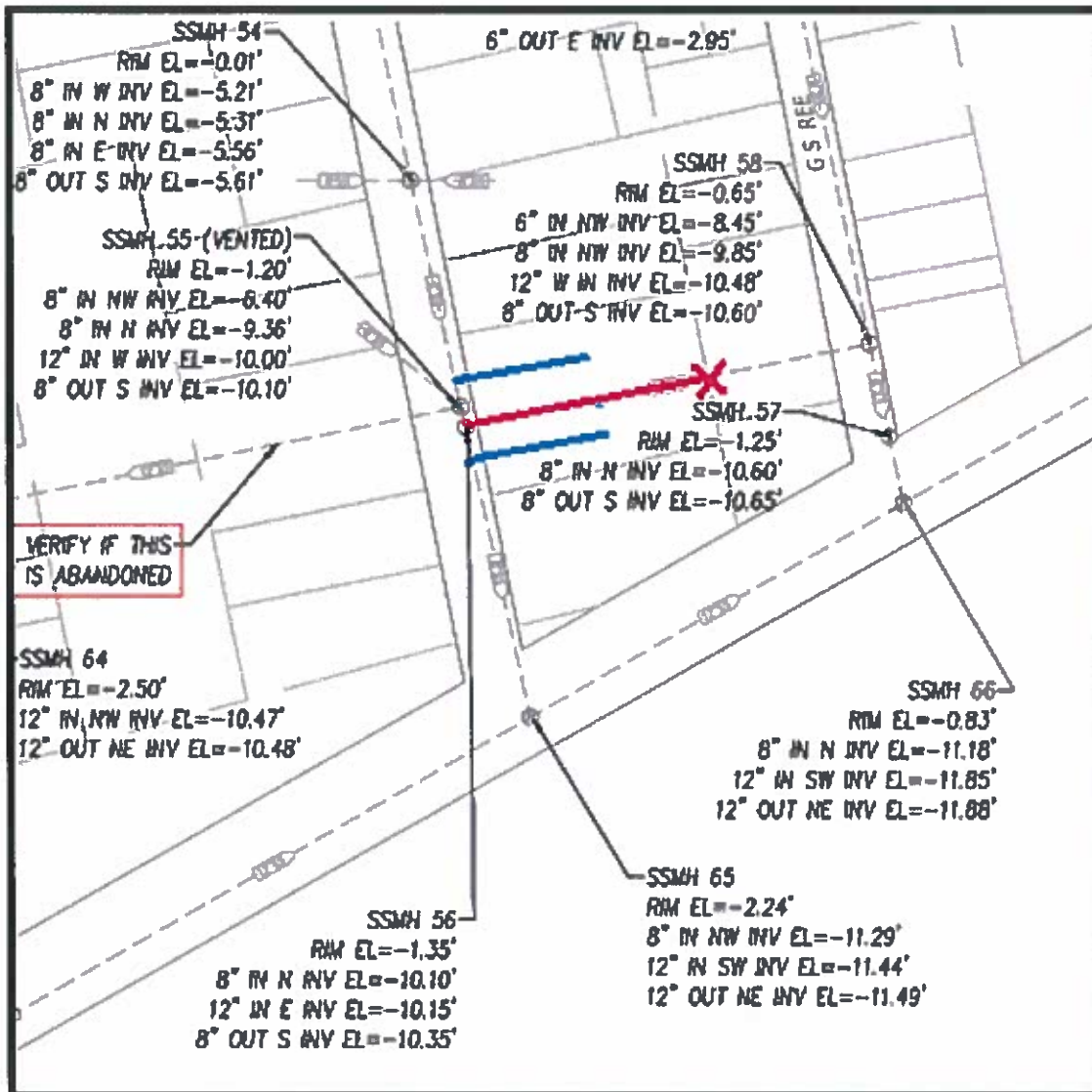
Prepared by: James Gates, Assistant Planner  
Submitted by: Yvonne Zepeda, Deputy City Clerk  
Reviewed by: Charles Bergson, City Manager



**ATTACHMENT**

1 – F& G Sewer Main Re-route Diagram.

# Attachment 1 - F & G Sewer Re-route Diagram



- = Portion of main to be decommissioned
- = Proposed new laterals to service 415 & 417 F Street





# City of Isleton

## City Council Staff Report

DATE: March 23rd, 2021

ITEM#: 7.D

CATEGORY: New Business

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### SEWER LATERAL RESPONSIBILITY POLICY

#### SUMMARY

The City's sewer lateral responsibility policy, as currently regulated by the Isleton Municipal Code (IMC), makes the City responsible for sewer lateral repairs from the property line to the sewer main.

As most cities make the property owner responsible for sewer lateral maintenance from the house all the way to the sewer main line in the street. The City's current policy puts financial, administrative, and liability strain on the City. Staff is recommending that City Council amend the City's sewer lateral responsibility policy to make property owner's responsible for the whole of their sewer lateral.

#### DISCUSSION

The IMC regulates sewer lateral maintenance responsibility as follows:

"The city will maintain all pipelines, manholes, laterals, lift stations, and appurtenances within the city right-of-way, on city property or easements. It shall be the responsibility of the customer to maintain sewer service lateral from his premises to the property or easement line" (IMC, Section 9.04.320, "City facilities—Maintenance of Lines").

Attached to this report is a survey of several municipalities' code sections which make sewer lateral maintenance the responsibility of the property owner from point of house connection to the main line.

#### FISCAL IMPACT

Savings from adjusting this policy are estimated to be at least \$7,000 a year.

#### RECOMMENDATION

Staff is recommending that City Council discuss and give direction.

Prepared by: James Gates, Assistant Planner

Submitted by: Yvonne Zepeda, Deputy City Clerk

Reviewed by: Charles Bergson, City Manager



#### ATTACHMENT

1 – Sewer Lateral Responsibility Policy Survey—Williams, Pacifica, Morgan Hill.



## Agenda Item 7.D

### ATTACHMENT 1 – SEWER LATERAL RESPONSIBILITY POLICY SURVEY

#### **13.08.090 - Supervision of sewer connections.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

All connections with the sewer system, and all repairs thereof, including excavating and laying pipe from sewer to property line, shall be made or caused to be made under the supervision of the city, but at the cost and expense of person desiring the same to be done.

(Ord. 67-91 § 4(part), 1991). City of Williams

#### **Sec. 6-10.303. - Owners responsible for costs.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

All costs and expenses incident to the installation, connection, and maintenance of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly indirectly be occasioned by the installation or use of the building sewer.

(§ 1, Ord. 181-C.S., eff. September 13, 1976) City of Pacifica

#### **13.20.070 - Property owner's ownership and obligation to inspect, maintain, repair and replace private sewer laterals.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

A. Private sewer laterals not part of public sewer system. The private sewer laterals are the property of the property owner and are not part of the public sewer. Nothing in this chapter shall be interpreted as changing the private nature of the private sewer laterals or incorporating them into the public sewer.

B. Property owner's obligation. Each property owner shall, at the property owner's expense, inspect, maintain in good working order, repair and replace, as necessary, the private sewer lateral so that it does not cause or contribute to any sewage overflow from either the private sewer lateral or the public sewer. The private sewer lateral shall be free of displaced joints, open joint, root intrusion, substantial deterioration of the line, cracks, leaks, inflow, infiltration of extraneous water, fats, oils and grease, sediment deposit or any other similar conditions, defects or obstructions likely to cause or contribute to blockage of the private sewer lateral or the public sewer.

(Ord. No. 2108 N.S., § 1, 7-2-2014) City of Morgan Hill





# City of Isleton

101 Second Street, Isleton, California 95641

## CITY MANAGER REPORT

Date: 23 March 2021

To: City Councilmembers

From: Charles Bergson, City Manager

### Covid 19 – City Operations

City continues under County Health Department of January 13, 2021, updated March 16, 2021, advising we are in the RED TIER 2. The State Limited Curfew Order of December 10 has been lifted. The City continues to operate under its March 18<sup>th</sup>, 2020 Emergency Order. Public facilities are open.

### Purchasing Ordinance

Purchasing Ordinance draft is provided for review and comment. There is no formal purchasing policy on record at City Hall. This will be coming to Council for adoption within the next two months.

### AB1234 & AB1825

SCORE sponsored two regional training workshops Thursday, March 11, 2021. AB1234 requires “covered officials” to take two hours of training in harassment and ethics principles every two years. AB1825 also requires California employers to provide at least two hours of training to all supervisory employees every two years.

### FPPC FORM 700

Just an update to make sure you file your Form 700 electronically or hard copy at City Hall. Please contact the Deputy City Clerk for information.

### PARKING TICKETS & RED CURB ENFORCEMENT

Parking Tickets and Red Curb Enforcement is planned to commence on May 1, 2021, City wide.

### CANNABIS EQUITY GRANT

The City received the Cannabis Equity Grant up to \$75,000.00. The plan for using this grant will be coming to Council in April.

### Measure B, the Fire Equipment Half Cent Sales Tax,

This will be brought to Council by Spring to discuss which election to place for renewal.

The current Cannabis business status list is attached.

Respectfully, Charles Bergson, P.E.



# PURCHASING ORDINANCE NO. 2021-002

## Section 1. Purchasing

### Section 1.a. Purchasing Program

#### Overview

- Establishment of written policies, regulations, controls and guidelines for the purchasing process
- Integration of budgeting and recordkeeping functions with purchasing processes

## Section 2. Purchasing Policies

All purchases must go through the formal request and approval process detailed in the following policy. Exceptions to the process include p-card purchases and emergency purchases which are detailed in the Exceptions to the Normal Purchasing Process section (H.7.) of this policy.

## Section 3. Bid Requirements Policies

All purchases \$5,000 or more must go out to bid unless the City of Isleton can take advantage of a State Contract or a bid waiver is approved by the purchasing agent (See H.3.c for waivers). Bids for Professional Services in excess of \$15,000 must be awarded by the City Manager and City Council.

All City purchases in excess of \$5,0500, which do not go out to bid or are not recurring service charges, must have a completed Best Value Method Source Selection form (bid waiver) accompanying the purchase order. The form must be reviewed and signed by the City Manager and Finance Director.

### 3. a. Competitive Quotation Process

Departments with purchases that are at least \$5,000 but less than \$15,000 must solicit offers from at least three (3) vendors.

### 3. b Competitive Proposal Process

A request for Proposal (RFP) or Request for Qualification (RFQ) shall be written for all requests for professional services in excess of \$5,000. The process used for solicitation of proposals shall assure that a reasonable and representative number of vendors are





given an opportunity to compete. The City Manager has the authority and responsibility to execute professional service contracts less than \$15,000.

### 3. c. Waivers

To request a bidding, quotation or proposal process be waived, a requesting administrator must make a written request to the City Manager to obtain a waiver. The processes may be waived for any of the following reasons:

1. Only one (1) reasonable or qualified source can be identified. This shall include situations such as the purchase of copyrighted materials and textbooks.
2. The purchase is made using one (1) of the State of California's contracts with a third party.
3. Time is a critical factor, and taking the time necessary to comply with the formal process would not be in the best interest of the City of Isleton.
4. In the opinion of the City Manager and/or Finance Director, an emergency requires the purchase of goods or services to avoid injury or damage to human life or property.
5. A special source, including but not limited to a sale, purchasing plan, government discount, or trade-in allowance, will supply a lower cost than that which would result from a bid process.
6. A formal process would result in substantially higher costs to the City and/or inefficient use of personnel, or cause substantial disruption of City operations.
7. Prices of goods or services are subject to specific federal or state competitive bidding requirements, including, but not limited to, "building projects" as defined in the California General Statutes.
8. Regional or cooperative purchases.
9. Information Technology Resources may be exempted by the City Manager. Information Technology Resources, for the purpose of this section, means license, copyrighted or patented computer hardware, software or services; new computer equipment, products, peripherals, services and software where compatibility with existing equipment or products is desirable or necessary; proprietary or custom built software or information systems; technology services, consulting and maintenance contract; web-based software and software as service, platform as a service and infrastructure as a service applications or solutions.
10. Other exceptions to the policy will be determined on a case-by-case basis by the City Manager which may follow the goods and services purchasing categories exempted by the State of California.

## Section 4. Requisitioning

### 4. a. Department Requests and Approvals

1. Submit Purchase Order Requests to the City Manager and Finance Department  
Purchase order requests must be completed and include the following information:
  - *Vendor Name* – Determined by the requesting department or from the FMS Vendor list



- *Ship-to Code* – Location of where goods or services will be received
  - *Account Number* – Account to be charged for the expense
  - *Department* – Who is responsible for receiving the goods or services
  - *Items for Purchase* – Description should include sufficient detail including any part numbers or vendor information about the item(s)
  - *Extended Price* – The total price of the purchase, including any freight charges should be calculated and included
  - *Total Anticipated Cost* – The total value of the goods or services included on the Purchase Order
  - *Requestor ID (Name)* – The person responsible for addressing any issues regarding the request and the goods and/or services received per the Purchase Order
2. Obtain Appropriate Approvals  
The request must be approved by the requestor's Department Head. All approved purchase requests are then reviewed and approved by the City Manager. The City Manager and Finance Director must approve all purchases in excess of \$5,000 and less than \$15,000. Over \$15,000 require City Council approval.
3. Payment Approval  
All purchases orders need to have proper approvals before the actual purchase can be made. Purchases conducted without the proper approvals made beforehand may result in non-payment.
4. Purchase Order Thresholds  
The Finance Department will review vendors on file on an ongoing basis and implement a process to review purchase order thresholds. This process will help to identify users that may attempt to circumvent the PO process.

## Section 5. Purchase Orders

### 5. a. Preparation of the Purchase Order

Department Heads and their staff use the purchase orders in file folder. The purchase orders are sent to the City Manager then Finance Department for review and processing. From there, approved purchase orders are then emailed or mailed to vendors. Any relevant documentation (packing slips, delivery confirmation, etc.) received in connection with goods or services covered by a purchase order must be filed at the department. The department will confirm the receipt of the goods or services and the vendor will be paid according to standard Accounts Payable procedures. The Finance Director or City Manager must approve an appropriate allocation of funds before a vendor will be paid.

### 5. b Purchase Order Cancellation

In the event a Department decides to cancel a purchase order, they should promptly email the Finance Department with the Subject "Cancelled Purchase Order for (insert department)". The purchase order number and date should be stated in the email. The email will act as approval



from the department for cancellation of the purchase order. The Finance Department will archive all cancellation emails. It is the responsibility of the Department to promptly notify the vendor that the order has been cancelled. The Finance Department will then delete the Purchase Order from the system.

## 5.1 Credit Card and Store Charge Cards

The City of Isleton and the respective entities that they provide services to do possess or maintain entity based credit cards (eg. Visa, MasterCard, American Express). Purchasing Cards are available to Department Heads and other City employees on an as-needed basis. All purchases made by City credit-cards are for City business only; personal expenditures are not allowed. Requests for credit-cards must be directly approved by the City Manager. On an annual basis, the Finance Department will compare the year's terminated employees against current cardholders to ensure all cardholders are active employees.

### Credit-Card Policy Agreement:

All employees granted a credit-card must sign the Cardholder Agreement Form and Purchasing Card Use Policy. These policies outline purchasing ethics, general policies, the purchasing process, recordkeeping requirements and authorized account usage.

### Spending Limits:

Cardholders are held to daily and monthly spending limits based on their job function. Individuals are granted either a \$1,000 single-transaction and \$5,000 monthly limit, or a \$5,000 single-transaction and \$25,000 monthly limit. On an annual basis, the Finance Department will review cardholder spending limits and adjust the limits at their discretion.

## 5.2. a. Credit Card Recordkeeping

Cardholders are responsible for entering their purchases online and applying them to the correct account codes and sending to accounts payable. All purchases must be entered by the 15<sup>th</sup> of each month or the Finance Department will freeze the individual credit-card. Cardholders print their monthly expense report, attach supporting documentation and receipts, sign the report, have their Department Heads review and sign the report, and send it to the Finance Department for processing. The Finance Department performs monthly reviews of credit-card expenditures to ensure there is no backlog of unprocessed purchases and that all purchases have appropriate documentation. All reviews must be signed and dated.

### Store Charge Card Policy Agreement:

The only authorized store credit cards for the City of Isleton and its respective entities are Home Depot, Ramos Oil, Ace Hardware, and Oil Wells. All employees granted a Store Charge Card must sign the Cardholder Agreement Form and Store Charge Card Use Policy. These policies outline purchasing ethics, general policies, the purchasing process, recordkeeping requirements and authorized account usage.

### Spending Limits:

Cardholders are held to spending limits based on the type of card in their possession. Card limits range from \$100 to \$1,600. The Finance Department will reconcile each card on a



monthly basis. On an annual basis, the Accounting Manager/City Manager will review cardholder spending limits and adjust the limits at their discretion.

### 5.3. b Store Charge Card Recordkeeping

Cardholders are responsible for entering their purchases online and applying them to the correct account codes. All purchases must be entered by the 15<sup>th</sup> of each month or the

Finance Department will freeze the individual Store Charge card. Cardholders print their monthly expense report, attach supporting documentation and receipts, sign the report, have their Department Heads review and sign the report, and send it to the Finance Department for processing. The Finance Department performs monthly reviews of Store Charge expenditures to ensure there is no backlog of unprocessed purchases and that all purchases have appropriate documentation. All reviews must be signed and dated.

## Section 6. Exceptions to the Normal Purchasing Process

Under certain emergency conditions, defined below, it may be necessary to deviate from the formal requisitioning and purchasing process.

### Definition of an Emergency

An emergency exists when unforeseen circumstances beyond the City of Isleton control:

- a. Present a real, immediate threat to the proper performance of essential functions; or
- b. May reasonably be expected to result in
  - i. Material loss or damage to property,
  - ii. Bodily injury or
  - iii. Loss of life, if immediate action is not taken.

### Under \$15,000

If an emergency determination is made that requires immediate action, the requestor will contact the City Manager/Finance Department immediately and ask that the City Manager/Finance Director approve the purchase. An additional email request must be sent to the Finance Director for record-keeping purposes. The purchase will be approved and the invoice will be submitted to the Finance Department within 24 hours. The invoice will be matched to the emergency purchase. The requisition will be entered into FMS after-the-fact and the purchase approved by the Finance Director (or Accounting Manager in his/her absence).

### \$15,000 or more

If an emergency determination is made whereby the time required to go through the formal bidding process is not feasible, the vendor selected will need to be approved by the City Manager and or (City Council when \$15,000 or more). The Finance Office will be informed promptly at any emergency declarations and provided the necessary direction to





record contracted obligations.

A written contract shall be executed prior to commencing work. Where a purchase is made or work contracted without a prior written contract, a written contract shall be prepared and executed as early as possible. The contract shall contain such detail as is appropriate under the circumstances. At a minimum, the contract shall state the parties, the item to be purchased, the maximum amount, the basis for payment and require that the contractor comply with all statutory requirements. A copy of the contract shall be kept in the Finance Department files.

Because an emergency situation may require immediate action without incorporating all of the usual and customary contract provisions, Finance Department staff and the vendor should consider the use of a short term contract with limited authority whenever possible. During this interim period, alternatives should be considered, such as competition (by sealed bids or otherwise) for the remaining purchases or work, or a more detailed contract which incorporates the usual and customary terms. Even where an emergency is determined to exist, the City shall obtain competition whenever practicable, as the best means to assure quality services and minimum cost.

#### Purchasing Cards

Credit-Card holders are asked to use their cards for emergency situations. Card holders are asked to only use the exception process if the emergency purchase exceeds their daily or monthly spending limit.

Section 7. Enactment. The City Council hereby approves the purchasing ordinance.

Section 8. 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 9. Execution. The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance.

Section 10. Effective Date and Publication. This ordinance shall take effect thirty (30) days after its adoption. The Deputy 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 on this \_\_\_\_ day of \_\_\_\_\_ 2021, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

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



### Cannabis Business Permit Master List

GREEN = Approved    RED = Withdrawn

Date Submitted	Applicant(s)	Applicant's Name	Description	Premises Address	Permit Status
06/26/18	Bang Mingo	Yandow	Cultivation	100 H Street	PC Public Hearing 1/16/19
		Harris	Manufacturing		1st CC Meeting 1/29/19
			Retail/Delivery	301 H street	2nd CC Meeting 2/12/19
			Distribution		
06/26/18	<b>Delta Agricultural Holdings LLC.</b>	<b>Maldonado</b>		<b>14719 State Hwy 160</b>	<b>Withdrawn</b>
07/18/18	Apothek Ventures	Fletcher	Retail/delivery	61 Main Street	PC Meeting 1/16/19
			Cultivation		1st CC Meeting 1/29/19
			Distribution		2nd CC Meeting 1/22/19
					<b>OPENED: 6/14/19</b>
07/19/18	Timeless Palliative Care Collective, Inc.		Manufacturing	51 Main Street	CC Public Hearing 1/8/19
			Delivery-Only		2nd CC Meeting 1/22/19
			Distribution		<b>DELIVERY OPERATION Started</b>
08/23/18	River City Farms	Ozomaro	Cultivation	401 6th Street	PC Meeting 3/17/20
			Distribution		1st CC Meeting 3/24/20
					Pending Parcel Map
09/18/18	Delta Agricultural holdings, LLC	Maldonado	Manufacturing	402 Jackson Blvd.	PC 6/13/19
			distribution		1st CC 7/9
					2nd CC 7/23
09/20/18	Gallaty Consulting, Inc.	Gallaty	Manufacturing	49 Main Street	PC Public Hearing 12/27/18
			Delivery-only		1st CC meeting 1/29/19
			Distribution		2nd CC meeting 2/12/19
					<b>LIMITED OPERATION STARTED</b>
11/29/18	<b>101 H Street Group LLC</b>	<b>Maldonado</b>		<b>101 H Street</b>	<b>Withdrawn</b>
11/29/18	66 Main Group LLC	Maldonado	Retail Dispensary	66 Main Street	PC Public Hearing 2/05/19
					1st CC Meeting 2/12/19
					2nd CC meeting 2/26/19
					<b>OPENED: 2/22/20</b>
			Consumption Lounge		Amendment PC 3/17/20

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12/20/18	WTO Essentials, Inc	Smith	Manufacturing	14719 Hwy 160	PC 6/13/19	
			Distribution		1st CC 7/9/19	
					Amended: CC 11/12/19	
					OPENED: 11/12/19	
					Amendment pending	

**2019 Applications**

5/10/2019	CanDo Cannabis	Lamb	Delivery-only	60 Main Street	PC 7/25/19	
			Distribution		1st CC 8/13/19	
					2nd CC 8/27/19	
5/30/2019	Wook Bros, LLC	Maldonado	Manufacturing	45 Main Street	PC 9/3/19	
			Distribution		1st CC 9/24/19	
					2nd CC 10/8/19	
					Minor Revision PC 10/06/20	
8/15/2019	402 Jackson, LLC	Maldonado	Cultivation	402 Jackson	PC 10/1/19	
			Distribution		1st CC 10/8/19	
					2nd CC 10/22/19	
11/15/2019	LD Deliveries, LLC	Williams	Delivery only	54 Main Street	Tentative SPC 3/17/20	
			Distribution		1st CC 3/24/20	
					2nd CC 4/14/20	

**2020 Applications**

6/24/2020	Foo Flower LLC	Maldonado	Distribution	46 Main Street	PC 9/01/2020	
					1st CC 9/22/2020	
					2nd CC 10/13/2020	

Updated 2-5-21