City of Isleton

City Council Staff Report DATE: February 9, 2021

ITEM#: 4.A

CATEGORY: Communications

CITY COUNCIL COMMUNICATIONS

SUMMARY

City has received the following communications:

4A. An email from Sacramento Yolo Mosquito & Vector Control District.

Sacramento Yolo Mosquito & Vector Control District is inquiring to what are the City's plans for filling the appointment. Rosie Moore retired last year from the Board and her seat is vacant.

FISCAL IMPACT

There is no fiscal impact with this appointment.

RECOMMENDATION

That City Council discuss and give direction.

ATTACHMENT

4.A Email from Sacramento Yolo Mosquito & Vector Control District.

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



Yvonne

From:

Janna McLeod <jmcleod@fightthebite.net>

Sent:

Wednesday, January 27, 2021 3:11 PM

To:

Yvonne Zepeda

Subject:

SYMVCD Board of Trustees Appointment

Good afternoon:

With Rosie Moore retiring from the Board last year we have her seat vacant and would like to inquire as to what the City's plans are for filling the appointment. Please let us know if you need any assistance from us and we look forward to hearing from you.

Janna McLeod, Administrative Manager Sacramento Yolo Mosquito & Vector Control District 8631 Bond Road, Elk Grove CA 95624 (800) 429-1022 - www.FightTheBite.net Direct Line (916) 405-2054



City of Isleton

City Council Staff Report DATE: February 9, 2021

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 26, 2021.

SUMMARY

Review of the Regular City Council Meetings of January 26, 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 January 26, 2021.

ATTACHMENTS

Minutes of January 26, 2021.

Reviewed by: Charles Bergson, City Manage

Submitted and prepared by: Yvonne Zepeda, Deputy City Clerk



CITY OF ISLETON

Regular City Council Meeting Minutes

Tuesday, January 26th, 2021 at 6:30pm 101 Second Street Isleton, California 95641 You can call in to join our public meeting TELECONFERENCE MEETING

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

Join Zoom Meeting

https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGR1M1BpajcwZz09

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order Vice Mayor Pamela Bulahan 6:29pm.
- B. Pledge of Allegiance
- C. Roll Call
- D. Council Dedication rescheduled until next meeting. PRESENT: Councilmember's Barbara Dockery, Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan, City Manager Charles Bergson, Deputy City Clerk Yvonne Zepeda. ABSENT: Mayor Eric Pene.
- 2. AGENDA CHANGES OR DELETIONS

ACTION: Council dedication postponed.

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 Cal Am explained new fire hydrant installed and one repaired. Will email contact list to staff and contact City Manager on why water was brown.

4. COMMUNICATION

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

A. Kaiser Email.

ACTION: Information only.

5. CONSENT CALENDAR

A. SUBJECT: Approval of Minutes of the Regular City Council Meeting of January 12, 2021.

RECOMMENDATION: City Council review and approve draft minutes of the Regular City Council Meeting of January 12, 2021.

ACTION: Councilmember Paul Steele motion to approve draft minutes of the Regular City Council Meeting of January 12, 2021. Councilmember Barbara Dockery second the motion. PASSED 4-0. AYES: Councilmember's Barbara Dockery, Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan. NOES: None. ABSENT: Mayor Eric Pene. ABSTAIN: None.

6. OLD BUSINESS

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

RECOMMENDATION: That City Council discuss and give direction to staff.

ACTION: Boat Dock is open and following guide lines.

B. SUBJECT: Replacement Street Name Signs, Sign Proposal Selection.

RECOMMENDATION: Recommends that the City Council select Rice Sign proposed for the provision of street name signs.

ACTION: Councilmember Paul Steele motion to select Rice Sign proposal for the Red and White Street name signs, 15 year. Vice Mayor Pamela Bulahan second the motion. PASSED 4-0. AYES: Councilmember's Barbara Dockery, Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan. NOES: None. ABSENT: Mayor Eric Pene. ABSTAIN: None.

C. SUBJECT: City Council Sub Committee assignment and appointment to SACOG Board Committee.

RECOMMENDATION: That the City Council appoint Council representative to SACOG.

ACTION: Councilmember Paul Steele motion to appoint Vice Mayor Pamela Bulahan to the SACOG Board. Councilmember Iva Walton second the motion. PASSED 4-0. AYES: Councilmember's Barbara Dockery, Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan. NOES: None. ABSENT: Mayor Eric Pene. ABSTAIN: None.

D. SUBJECT: Rental Rehabilitation Standards.

RECOMMENDATION: Staff recommends that City Council discuss and give direction. ACTION: Information and discussion.

7. NEW BUSINESS

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A. SUBJECT: Main Street Portable restroom location and quotes.

RECOMMENDATION: Discussion and direction to staff on placement of portable restroom for Main Street.

ACTION: Tabled to be brought back at next meeting with more quotes.

B. SUBJECT: Upgrades for City's Website, selection of designer.

RECOMMENDATION: It is recommended that the City Council approve Delta Webs to upgrade the City's website.

ACTION: Councilmember Iva Walton motion to approve Delta Webs to upgrade the City's website. Councilmember Paul Steele second the motion. PASSED 4-0. AYES: Councilmember's Barbara Dockery, Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan. NOES: None. ABSENT: Mayor Eric Pene. ABSTAIN: None.

C. SUBJECT: Boat Launch Development Grant, Resolution No. 001-21.

RECOMMENDATION: That City Council approve Resolution No. 001-21, directing the application for the Waterway Boat Launch Development Grant.

ACTION: Councilmember Paul Steele motion to approve Resolution No. 001-21, directing the application for the Waterway Boat Launch Development Grant. Vice Mayor Pamela Bulahan second the motion. PASSED 4-0. AYES: Councilmember's Barbara Dockery, Paul Steele, Iva Walton, Vice Mayor Pamela Bulahan. NOES: None. ABSENT: Mayor Eric Pene. ABSTAIN: None.

8. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Barbara Dockery Parking committee is Pamela Bulahan and Iva Walton.
- B. Councilmember Paul Steele Mayor Appointment sent to attorney for review.
- C. Councilmember Iva Walton None.
- D. Vice Mayor Pamela Bulahan None.
- E. Mayor Eric Pene Absent.

9. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report WTO fire. 16 Main St. The City received a refund of about \$50,000.00 for sewer.
- B. Fire Chief Report WTO Hwy 160 Fire update.

10. ADJOURNMENT

AYES:

NOES:

ABSTAIN:

ABSENT:

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MAYOR, Eric Pene

ATTEST:

Yvonne Zepeda, Deputy City Clerk

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City of Isleton

City Council Staff Report DATE: February 9, 2021

ITEM#: 6.A

CATEGORY: Old Business

ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO, JANUARY 13, 2021.

SUMMARY

The State of California announced new COVID-19 Tier assignments for counties. Due to increasing case rates, Sacramento County will move back to the more restrictive Tier 1 Purple. Effective at noon on Wednesday, January 13, 2021, the amended Sacramento County Health Order will align with the State's Purple Tier 1 for allowable activities, which closes certain indoor operations or reduces operational capacity. Restrictions specific to Isleton include outdoor operations for cardrooms, places of worship, restaurants, wineries and bars. Restrictions for indoor operations pertain to retail, hair salons, libraries Copy of the order is attached. In all cases sectors must maintain mitigation measures (social distancing, face covering, and sanitization. A copy of the order is attached.

Also included is a copy of the Governor's Executive Order N-02-21. 01-27-21, that provides liability protection for health care professionals administering the COVID-19 vaccine.

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 discuss and give direction to staff.

ATTACHMENTS

Sacramento County Health Order of January 13, 2021.

Declaration State of Emergency, City of Isleton of March 10, 2020.

➤ Governor's Executive Order N-02-21.

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk/



EXECUTIVE ORDER N-02-21

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 throughout that State of Emergency, it has been of paramount importance that California's health care system be able to respond to the threat posed by COVID-19, and to maintain capacity and resilience in the face of increased demands imposed in connection with the COVID-19 pandemic; and

WHEREAS to that end, throughout the State of Emergency, California health care professionals and providers have responded to state and local officials' requests to render care in connection with the COVID-19 pandemic (including, but not limited to, by rendering care pursuant to applicable state waivers, and as contemplated by other applicable state directives and guidance); and

WHEREAS California's health care system and other institutions throughout the State must now additionally work to vaccinate Californians against COVID-19 as swiftly as possible, and the State has requested that health care professionals and providers render services to that end; and

WHEREAS Government Code section 8659 confers immunity from liability, as set forth in that section, on health care professionals and providers who render services during a state of emergency at the express or implied request of state or local officials; and

WHEREAS such immunity advances the State's interest in maximizing the number of health care professionals and providers who continue to respond to state and local officials' calls to render services in connection with the COVID-19 pandemic, and clarity regarding the existence of this immunity will further advance that state interest; and

WHEREAS health care professionals and providers who render services during an emergency should not be subject to discipline for performing their duties consistent with standards of care prevailing during the emergency, and boards, bureaus, and committees responsible for professional discipline should ensure that such professionals' and providers' actions are assessed in the context of the standards of care, including any state waivers or health orders, in effect during an emergency, rather than with the benefit of hindsight; and

WHEREAS boards, bureaus, and committees responsible for professional discipline should likewise ensure that such discipline does not chill or otherwise frustrate the State's emergency response, particularly in the context of efforts to vaccinate Californians against COVID-19 as swiftly as possible.

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 and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) Pursuant to Government Code section 8659, any health care professional or provider identified in that section (including, but not limited to, any physician of any kind; any pharmacist; any dentist; or any registered nurse, nurse practitioner, or any other nurse of any kind)—or any person (including, but not limited to, any pharmacy technician) subject to the supervision or otherwise following the instructions of such health care professional or provider, consistent with applicable state directives and guidance (including, but not limited to, any applicable state waivers)—who participates in the State's vaccine administration program shall be covered by the liability protections specified in Government Code section 8659, to the extent that the administered vaccines have been authorized for use under federal law.
- 2) With respect to any disciplinary proceedings or investigations related to vaccine administration, boards, bureaus, and committees within the Department of Consumer Affairs that regulate health care professionals or providers shall prioritize the investigation of complaints against licensees who have allegedly engaged in the diversion of COVID-19 vaccine or vaccine-administration supplies provided by the federal government, in violation of applicable federal requirements, for financial gain.
- 3) Nothing in this Order shall be construed to restrict, diminish, or otherwise limit any other immunity that would otherwise be available to any person under any applicable provision of law. In light of the emergency that currently exists throughout the State, and the urgent need to address that emergency by vaccinating Californians against COVID-19 as swiftly as possible, such immunities may include (but need not be limited to) immunities conferred by state law—including, but not limited to, Business and Professions Code section 2395 and Health and Safety Code section 1799.106—in connection with emergency services or care at the scene of an emergency.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

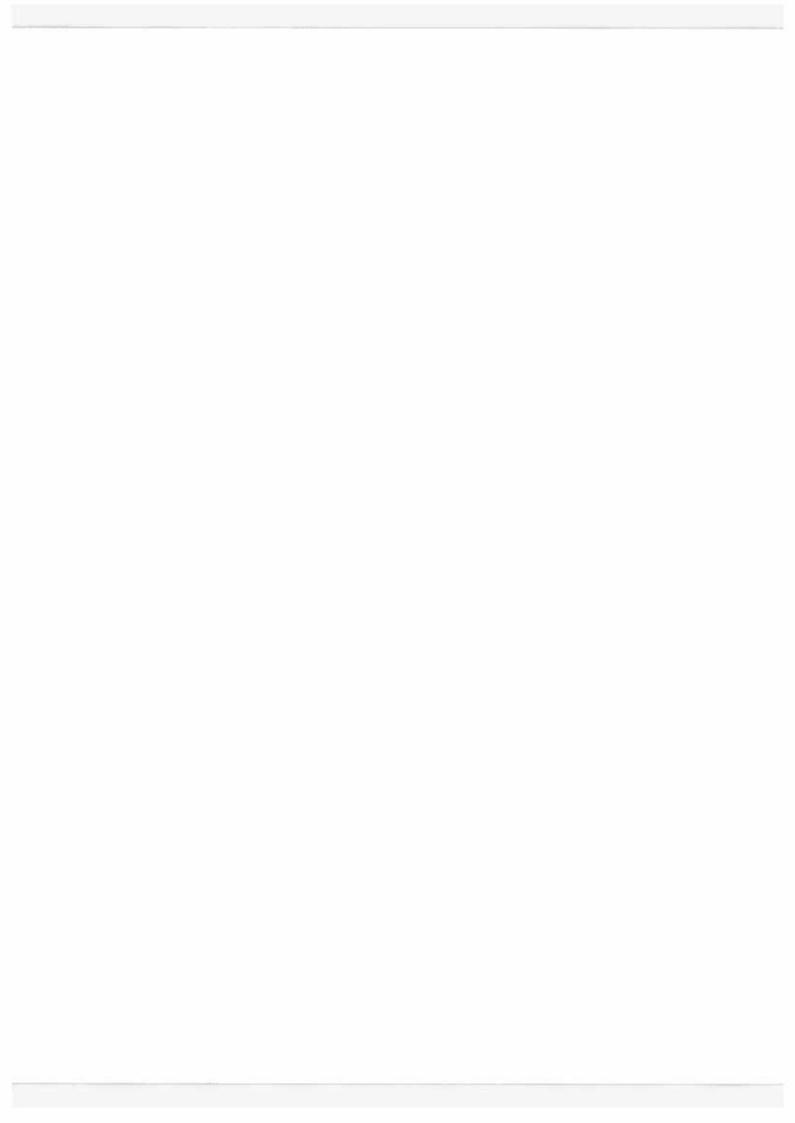
This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of January 2021.

GAVIN NEWSOM
Governor of California

ATTEST:

JAMES SCHWAB Acting Secretary of State







REFERENCE: PURPLE TIER 1 VS REGIONAL STAY AT HOME ORDER

5:00am. Update: January 25, 2021 Supplement to Limited Stay At Home Order lifted 12/22/2020: SUPPLEMENT TO LIMITED STAY AT HOME ORDER -Non-essential retail must cease between 10:00pm and in Tier One, Purple of California's Blueprint for a Safer Economy) Update: January 25, 2021 Limited Stay At Home Order lifted 11/21/2020: LIMITED STAY AT HOME ORDER -- Stop non-essential activities from 10:00pm-5:00am (applies to counties

12/5/2020: REGIONAL STAY AT HOME ORDER Update: January 13, 2021 Regional Stay At Home Order lifted

MUST OCCUR IN 24 HOURS REGIONS THAT HAVE AN ICU BED CAPACITY <15% NEW STAY AT HOME ORDER WILL BECOME EFFECTIVE AND CHANGE

capacity is greater than or equal to 15%, the Terms of this Order shall no longer apply to the Region be made approximately twice a week, unless CDPH determines that public health conditions merit an alternate projection schedule. If after three projections of the Region's total available adult ICU bed capacity is greater than or equal to 15%. Four-week adult ICU bed capacity projections will weeks from the effective date of the Terms of this Order in a Region, CDPH's four-week projections of the Region's total available adult ICU bec The Order shall remain in place for at least three weeks from the date the order takes effect in a Region and shall continue until CDPH's four-weel

1/6/2021: CALIFORNIA TRAVEL ADVISORY—LIMIT TRAVEL 120 MILES TO/FROM PLACE OF RESIDENCE

1/25/2021: SACRAMENTO COUNTY PUBLIC HEALTH ORDER

REGIONAL STAY AT HOME ORDER LIFTED FOR ALL OF CALIFORNIA LIMITED AND SUPPLEMENT TO LIMITED STAY AT HOME ORDER LIFTED

Sacramento County is in Purple/Tier I. Sacramento County can resume operating under the State's Blueprint for a Safer Economy tier structure. Based on the State's tier criteria,

Greater Sacramento: Alpine, Amador, Butte, Colusa, El Dorado, Nevada, Placer, Plumas, Sacramento, Sierra, Sutter, Yolo, Yuba





SECTORS Critical Infrastructure Critical Essential Worker	Widespread Tier 1, Purple Open with modifications Work Remotely When Possible	
Limited Services	Open with modifications	CLOSED Car Washes Dog Walkers Pet Groomers
Libraries	Open with modifications Max 25% capacity	Open with modifications Max 20% Capacity
All Retail	Open Indoors with modifications Max 25% capacity 50% Capacity Grocery Stores	Open Indoors with modifications: 20% Capacity Grocery Stores





	Nail Salons Open Indoors with modifications	Hair Salons & Open Indoors with Barbershops modifications	Shopping Centers (Malls, Destination Centers, Swap Meets) Open Indoors with modifications Max 25% capacity Closed common areas Closed food courts	SECTORS Widespread Tier 1, Purple
	with	with CLOSED	ons ons courts courts Open Indoors with modifications No Max 20% capacity Closed common areas Closed food courts No Food or Drink consumed in Stores	Regional Stay At Home Order Purple Sac Region Lifted 1/13/2021
 Tattoo Shops Massage/Massage Centers 			 Metering entrances of the stores. Additionally, special hours should be instituted for seniors and others with chronic conditions or compromised immune systems. Capacity is based on Fire Code and does not include employees. 	Comments (Purple Tier I)





Drive In Movies	Movie theaters	Places of Worship and Cultural Ceremonies	Museums, Zoos, and Aquariums	Amusement Parks	SECTORS
Open with modifications	Outdoor Only with modifications	Outdoor Only with modifications: 100 persons maximum	Outdoor only with modifications	Closed	Widespread Tier 1, Purple
Open with modifications	CLOSED	Outdoor Only with modifications: 100 persons maximum	CLOSED	Closed	Regional Stay At Home Order Sac Region Lifted 1/13/2021
• https://covid19.ca.gov/stay-home-except-for-essential-needs/		 Unmodified 		 https://files.covid19.ca.gov/pdf/guidance- amusement-theme-parksen.pdf Small <15,000 capacity; Large 15,000 or more capacity Only Red, Orange or Yellow Tiers 	Comments (Purple Tier I)





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www.scph.com

SECTORS	Widespread Tier 1, Purple	Regional Stay At Home Order Sac Region Lifted 1/13/2021	Comments (Purple Tier I)
Gyms and Fitness Centers	Outdoor Only with modifications	Outdoor Only with modifications	 Unmodified
Hotels and Lodging	Open with modifications: • Fitness centers open outdoors only with modifications • Indoor pools, hot tubs, saunas and steam rooms closed, except: • Drowning prevention classes, including swim lessons with certified instructor • outdoor swimming open	Open With modifications: Essential workers only Do not accept out of state reservations for non-essential travel for at least the min. time period required for quarantine and the persons identified on the reservation will quarantine in the hotel or lodging entity until after that time period has expired. Exception: Providing housing solutions, including measures to protect homeless populations.	





Wineries	Restaurants	SECTORS
Outdoor Only with modifications • CDPH Guidance for outdoor structures (tents etc.)	Outdoor and Take Out Only with modifications • <u>CDPH Guidance for</u> outdoor structures (tents etc.)	Widespread Tier 1, Purple
CLOSED Pick-up and delivery allowed	Open with modifications **Take Out Only **No Outdoor Dining	Regional Stay At Home Order Sac Region Lifted 1/13/2021
 https://www.abc.ca.gov/limited-stay-at-home-order/ Wineries (including tasting rooms) are required to close indoor operations but may operate outdoors with modifications. Must close between 10pm and 5am. Businesses with appropriate ABC licensing may continue to sell alcoholic beverages for off-premises consumption by way of pick-up or delivery. 	 https://www.abc.ca.gov/limited-stay-at-home-order/ Must close between 10pm and 5am. Businesses with appropriate ABC licensing may continue to sell alcoholic beverages for off-premises consumption by way of pick-up or delivery. 	Comments (Purple Tier I)





Farmers Markets	Food Trucks	Bars, Breweries, and Distilleries	SECTORS
Outdoor Only with modifications	Open with modifications	Outdoor Only with modifications Must offer sit-down, outdoor meals CDPH Guidance for outdoor structures (tents etc.)	Widespread Tier 1, Purple
Outdoor Only with modifications	Open with modifications	CLOSED Pick-up and delivery allowed	Regional Stay At Home Order Sac Region Lifted 1/13/2021
 Farmers Markets are considered essential workers (Fed) and can remain open. https://covid19.ca.gov/img/EssentialCriticalInfrastructureworkers.pdf 	Food Truck Operators are considered essential workers and can remain operating	 https://www.abc.ca.gov/limited-stay-at-home-order/ Bars, breweries, and distilleries where no meals are served are required to be closed to both indoor and outdoor operations. Must close between 10pm and 5am. Bars, breweries and distilleries where meals are served are required to close indoor operations but may operate outdoors with modifications. (see restaurant guidelines) Businesses with appropriate ABC licensing may continue to sell alcoholic beverages for off-premises consumption by way of pick-up or delivery. 	Comments (Purple Tier I)





Entertainment Production Industries, studios, broadcast	Family Entertainment Centers	Event Centers (Follow Restaurant Guidance meal is provided)	SECTORS
Open Indoor with modifications	Outdoor Only with modifications	Outdoor only with modification No Wedding Receptions	Widespread Tier 1, Purple
Open indoor with modifications	CLOSED	Outdoor only modifications No Wedding Receptions	Regional Stay At Home Order Sac Region Lifted 1/13/2021
 Allow operation without live audiences. Additionally, testing protocol and "bubbles" are highly encouraged. 	 https://files.covid19.ca.gov/pdf/guidance-family-entertainmnet-en.pdf Outdoor skate park, outdoor roller rink/ice skating (25% capacity), mini golf, outdoor paint ball, outdoor laser tag, batting cages, kart racing, etc. 	 Some Event Centers have permitted kitchens Follow Restaurant guidance for Take Out – Outdoor Structures No receptions – live entertainment/dancing – gatherings 	Comments (Purple Tier I)





SECTORS	Widespread Tier 1, Purple	Regional Stay At Home Order Sac Region Lifted 1/13/2021	Comments (Purple Tier I)
Cardrooms, Satellite Wagering	Outdoor Only with modifications	CLOSED	
Offices	Remote	Remote	 Remote when option is available
Professional sports	Open • Without live audiences With modifications	Open Without live audiences With modifications	 Allow operation without live audiences. Additionally, testing protocol and "bubbles" are highly encouraged. Race Tracks are considered professional sports.





Parks – Outdoor Recreation and Campgrounds	SECTORS
Open with modifications Outdoor Playgrounds open Dog Parks open Skate Parks open See Youth and Adult Recreation Activities	Widespread Tier 1, Purple
Open with modifications No overnight Camping No selling of food or beverages/alcohol See Youth and Adult Recreation Activities	Regional Stay At Home Order Sac Region Lifted 1/13/2021
Indoor Recreation Facilities are closed Food Service, concessions, and bars (Restaurant guidance) Gift shops, equipment rent, and retail operations (Retail guidance) Hotels and Lodging (Hotels, Lodging and Short Term Rental guidance) Games and activities (Family Entertainment Centers guidance) Amusement rides and attractions (Amusement And Theme Park guidance) Gyms and Fitness, including swimming pools and hot tubs (Fitness Facility guidance) Youth Sports (Youth Sports guidance) Day Camps (Day Camps guidance) Temporary structure for outdoor business operations CDPH Outdoor Playgrounds guidance) Temporary structure for outdoor business operations CDPH Outdoor Playgrounds guidance Dog Parks see page 24 (Parks Guidance) Youth and Adult Recreation Activity Guidance Parks — Outdoor Recreation and Campgrounds	Comments (Purple Tier I)





Day Camps CDPH Guidance Co-hort Size	Swimming Pools	SECTORS
Open with modifications	Indoor pools closed Outdoor pools open with modifications Group Gatherings Not Allowed	Widespread Tier 1, Purple
Open with modifications	 Drowning prevention classes/swim lessons allowed with certified instructors Outdoor pools open with modifications Close slides, rides and other attractions Group Gatherings Not Allowed 	Regional Stay At Home Order Sac Region Lifted 1/13/2021
See information/links in Parks-Outdoor Recreation and Campgrounds	See information/links in Parks-Outdoor Recreation and Campgrounds	Comments (Purple Tier I)





Schools K-12 Pre – K & Child Care can remain open when there are no remote options	SECTORS
Open with modifications School waiver process Co-hort guidance	Widespread Tier 1, Purple
Open with modifications School waiver process Co-hort guidance 100% Masking	Regional Stay At Home Order Sac Region Lifted 1/13/2021
In alignment with CDPH requirements schools (all grade levels) that have reopened for in-person instruction, either under a waiver or while Sacramento County was in Red Tier 2 (September 29 – November 10, 2020), are permitted to continue to conduct in-person instruction. Schools that had not reopened must wait until they are eligible again, either when Sacramento County returns to Red Tier 2 for at least two weeks or through State of California approved processes for school reopening. Must maintain mitigation measures, including social distancing, face coverings, and sanitization. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Schools-FAQ.aspx https://schools.covid19.ca.gov/pdf/guidance-schools-en.pdf https://www.saccounty.net/COVID-19/Pages/ChildCare Schools Colleges.aspx	Comments (Purple Tier I)





Gatherings		SECTORS Youth Sports
*Outdoor gatherings only with modifications Max 3 households -2 hours		Widespread Tier 1, Purple Outdoor Only with modifications
 All individuals living in the Region shall stay home or at their place of residence except as necessary to conduct activities associated with the operation, maintenance, or usage of critical infrastructure, as required by law, or as specifically permitted in this order. 	*Outdoor gatherings only with modifications	Regional Stay At Home Order Sac Region Lifted 1/13/2021 Outdoor Only with modifications See Activity Chart Purple Tier 1 CDPH Guidance
	 CDPH Guidance for the Prevention of COVID-19 Transmission for Gatherings 	• https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/outdoor-indoor-recreational-sports.aspx • No games and no travel out of state tournaments/games





*Special Community Events *Health Officer - Approval	SECTORS
Reviewed by EMD Approved by Health Officer	Widespread Tier 1, Purple
Reviewed by EMD Approved by Health Officer Community Events approved before Regional Stay At Home Order will be evaluated whether event can continue	Regional Stay At Home Order Sac Region Lifted 1/13/2021
 New events will be reviewed on a case by case basis and approved based on current Public Health Order requirements. 	Comments (Purple Tier I)





	Travel Advisory Effective Jan. 6, 2021			SECTORS
o does not apply to i cross state or cour travel	 Self-quarantine for 10 days after arrival except as necessary to meet urgent healthcare staffing needs or to othe engage in emergency response. 	Non-essential travelers from other states or countries are strongly discouraged from entering California, and should adhere to the quarantine procedures.	Avoid travel reduces risk of virus transmission Avoid non-essential travel to any part in CA more than 120 miles from place of residence, or to other states o countries.	Widespread Tier 1, Purple
does not apply to individuals who routinely cross state or country borders for essential travel	except as necessary to meet urgent critical healthcare staffing needs or to otherwise engage in emergency response.	n other states or countries om entering California, and ntine procedures.	virus transmission o any part in CA more than dence, or to other states or	Regional Stay At Home Order Sac Region Lifted 1/13/2021
		 Quarantine when entering CA See Hotels and Lodging 	 Travel Advisory effective Dec. 6, 2021 https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Travel-Advisory.aspx Avoid travel more than 120 miles from residence 	Comments (Purple Tier I)





Blue Print For Safer Economy Last Revision Nov 13, 2020	Implementing Safety Practices for Workplace Outbreak of COVID-19	Critical Infrastructure- Essential Worker Suspected or Confirmed Exposure to COVID-19	SECTORS
March 20,2020 Order To Blue Print for Safer Economy on August 28, 2020 Sac Purple Tier – Aug 31, 2020 Sac Red Tier – Sept 29, 2020 Sac Purple Tier - Nov 13, 2020 Regional Order – Dec. 5, 2020 Sac Purple Tier – Jan. 13, 2021	Existing guidance for implementing safety practices for COVID-19 outbreak in the workplace.	Existing guidance document for critical infrastructure-essential worker suspected or conformed exposure to COVID-19.	Widespread Tier 1, Purple
Instructs CA to stop mixing between households, Critical infrastructure remains open, additional modifications in some sectors which includes full closure. Enhanced travel restrictions.	No Change	No Change	Regional Stay At Home Order Sac Region Lifted 1/13/2021
 Blueprint for a Safer Economy - Coronavirus COVID-19 Response https://covid19.ca.gov/industry-guidance/ https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Dimmer-Framework-September 2020.pdf 	https://emd.saccounty.net/EMD-COVID-19- Information/Documents/Implementing%20Safety%20 Practices%20for%20Workplace%20Outbreak%20of%2 0COVID-19.pdf	https://emd.saccounty.net/EMD-COVID-19- Information/Documents/Critical%20Infrastructure- Essential%20Worker%20Suspected%20or%20Confirmed%20Exposure%20to%20COVID-19.pdf	Comments (Purple Tier 1)





o <u>=</u>	± 20	S
Limited Stay At Home Order	Regional State at Home Order	SECTORS
Stop non-essential activities from 10:00pm- 5:00am	Is superseded by Stay at Home Order based on Region ICU Bed Capacity if activated in Sac Region Sacramento County placed in Tier 1, Purple, 1/12/2021 and Public Health Order issued 1/13/2021	Widespread Tier 1, Purple
Stop non-essential activities from 10:00pm- 5:00am	Date enacted is Dec 5 th 1:00pm Effective in Regions <15% ICU Bed Capacity Lifted: 1/13/2021	Regional Stay At Home Order Sac Region Lifted 1/13/2021
 Does not apply to those experiencing homelessness Requiring that all gatherings with members of other households and all activities conducted outside the residence, lodging, or temporary accommodation with members of other households cease between 10:00pm PST and 5:00am PST, except for those activities associated with the operation, maintenance, or usage of critical infrastructure or required by law. Limited Stay At Home Order November 2020 	Links below are for Regional Stay at Home Order Only: • <a <a="" href="https://covid19.ca.gov/stay-home-except-for-essential-needs/" •="">https://covid19.ca.gov/stay-home-except-for-essential-needs/	Comments (Purple Tier I)





Resources

Service	Description	Website
Sacramento County COVID-19 Testing Sites	Sacramento County webpage for information and testing locations	https://www.saccounty.net/COVID-19/Pages/Symptom-Screening MobileTestingSite.aspx
Coronavirus Vaccine	Vaccinate Sacramento Together we can end the pandemic.	https://www.saccounty.net/COVID- 19/Pages/CoronavirusVaccine.aspx
	Sign up for COVID-19 Vaccine Notifications at myturn.ca.gov	https://myturn.ca.gov/





Sacramento County Public Health Orders

Current

January 25, 2021 Public Health Order

<u>Link to Previous Public Health Orders</u>

- January 13, 2021 Public Health Order
- December 31, 2020 Public Health Order Remains in Effect
- December 9, 2020 Public Health Order
- November 21, 2020 Public Health Order
- November 13, 2020 Public Health Order
- October 13, 2020 Public Health Order
- September 29, 2020 Public Health Order
- September 23, Public Health Order
- August 28, 2020 Public Health Order for Sacramento County Schools
- August 20, Public Health Order for Sacramento County Schools
- July 14, 2020 Public Health Order
- July 2, 2020 Public Health Order
- June 12, 2020 Public Health Order June 29, 2020 Public Health Order
- May 26, 2020 Public Health Order
- May 22, 2020 Public Health Order
- May 1, 2020 Public Health Order
- April 7, 2020 Public Health Order
- March 19, 2020 Public Health Order





Document Prepared by Environmental Management Department:

Summary of Revisions

12/7/2020: Initial version

12/9/2020: Updated information and added summary of Public Health Orders with link.

12/10/2020: Added additional information or restaurants, bars, breweries, wineries and distilleries

outdoor recreation sections. Removed links for individual Sacramento County public health orders and included one link to the main page 12/14/2020: Added clarifying language for allowances for restaurants, bars, breweries, wineries and distilleries. Added link for co-horts to parks and

12/22/2020: Added links to Critical Infrastructure-Essential Worker and Workplace Outbreak guidance.

how to access vaccination and testing information/locations. General cleanup of table and formatting. 1/4/2021: Added dates for public health orders and Sacramento County Health Order to align with Regional Order. Added additional Resources box for

1/13/2021: Updated to include Public Health Order released 1/12/20212 from Sacramento County Public Health. Greater Sacramento Regional existing Regional Stay At Home Order, will be in Purple Tier 1.

updated and link added. Added links to requirements for schools. Added CDCPH "My Turn" link for Coronavirus Vaccine 1/26/2021: Limited Stay at Home Order and Supplement to Limited Stay At Home Order lifted as of 1/25/2021. Sacramento County Public Health Order

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 Work 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:

Vonne Zepeda,

Deputy City Clerk, City of Isleton

City Council Staff Report

DATE: February 9, 2021

ITEM#: 6.B

CATEGORY: Old Business

CITY COUNCIL SUB COMMITTEES ASSIGNMENT TO SACOG.

SUMMARY

Councilmember Pene has requested that Council select a substitute for the SCORE representative.

DISCUSSION

Current Sub-Committee Assignments, 2021

Finance:

CCMb Barbara Dockery and Paul Steele

Sheriff Contract:

CCMb Eric Pene and Barbara Dockery

Code Enforcement

CCMb Paul Steele and Iva Walton

Intergovernmental:

CCMb Pamela Bulahan and Paul Steele

Personnel:

CCMb Eric Pene and Iva Walton

Development Agreements: CCMb Barbara Dockery and PComm Jones

Parking:

CCMb Pamela Bulahan and Iva Walton

Architecture Design Review: CCMb Eric Pene, PComm Mandy Elder

General Plan

CCMb Pamela Bulahan and Barbara Dockery

Appointments Board Member

Small Communities Organized Risk Effort (municipal insurance) 'SCORE': CCMb Eric Pene -

SACOG – Sacramento Area Council of Governments:

CCMb Pamela Bulahan

BALMD – Brannan-Andrus Levee Maintenance District:

City Manager Bergson

Delta Protection Commission – nominee: CMb Iva Walton

FISCAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDATION

That City Council appoint Council representatives to SCORE.

Submitted and prepared by: Charles Bergson, City Manager



101 Second Street

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

Isleton, California 95641

SUB-COMMITTEE ASSIGNMENTS 2021

FINANCE:

BARBARA DOCKERY AND PAUL STEELE

PUBLIC SAFETY: ERIC PENE AND BARBARA DOCKERY

CODE ENFORCEMENT: PAUL STEELE AND IVA WALTON

INTERGOVERNMENTAL: PAMELA BULAHAN AND PAUL STEELE

PERSONNEL:

ERIC PENE AND IVA WALTON

DEVELOPMENT AGREEMENTS: BARBARA DOCKERY AND PLANNING

COMMISSIONER CHRIS JONES

PARKING: PAMELA BULAHAN AND IVA WALTON

ARCHITECTURE DESIGN REVIEW: ERIC

PENE

AND

PLANNING

COMMISSIONER MANDY ELDER

GENERAL PLAN: PAMELA BULAHAN AND BARBARA DOCKERY

SCORE: ERIC PENE -

SACOG: AND ALTERNATE PAMELA BULAHAN

BALMD: CITY MANAGER, CHARLES BERGSON

DELTA PROTECTION COMMISSION NOMINEE: IVA WALTON -



City Council Staff Report DATE: February 9, 2021

ITEM#: 6.C

CATEGORY: Old Business

AMENDING FLOOD DAMGE PREVENTION ORDINANCE TO DESIGNATE CITY ENGINEER AS CITY MANAGER

SUMMARY:

Ordinance 2015-04, which established floodplain regulations for the City of Isleton, designates the City Manager as the Floodplain Administrator responsible for enforcing the floodplain regulations.

California law requires that Flood Elevation Certificates, Letters of Map Revision (LOMRs) and other documents associated with flood prevention be certified by a licensed engineer. Several sections of the Isleton Municipal Code (IMC) require the City Engineer to be responsible for grading and elevations, as well as their impact on subdivisions, zoning, street maintenance, and sewer capacity. Floodplain administration also involves grading and elevations, and designating two separate officials to administer them may produce conflict with the IMC.

Staff is recommending that the City Engineer be designated to the role of floodplain administrator instead. Amending the ordinance to specify the City Engineer as Floodplain Administrator would ensure that the City's flood regulations are in accordance with State Law and the IMC.

Staff is recommending City Council discuss and give direction to staff to return with an ordinance amending Ord. 2015-04 to designate the City Engineer as Floodplain Administrator

DISCUSSION:

The relevant excerpt from Ord. 2015-04 which would be amended is copied below:

"4.1 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The City Manager is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accord with its provisions."

Staff is proposing amending this section to replace "City Manager" with "City Engineer".

RECOMMENDATION:

Staff recommends that City Council discuss and give direction.

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

City Council Staff Report DATE: February 9, 2021

ITEM#: 6.D

CATEGORY: New Business

DISCLOSURE AND CONSENT REGARDING REPRESENTATION OF CITY OF ISLETON AND CITY OF RIO VISTA IN THE DEVELOPMENT OF A FIRE RESOURCES AGREEMENT

SUMMARY

The City of Isleton and City of Rio Vista staff are presently engaged in negotiations for the development of an agreement whereby the two cities agree to a "Joint Operations Agreement" which will serve as the basis for cooperation in the provision of fire and emergency services, similar to a mutual aid agreement. As you already know, KMTG, also represents the City of Rio Vista. Under California State Bar Association's Rules of Professional Conduct, Kronick is required to disclose and obtain waivers for potential conflicts in order to assist the City of Isleton in working on this fire resources agreement because there is a potential for the two cities to have adverse positions on the agreement, particularly in the event of a breach or alleged breach of the agreement.

Under Rule 1.7 of the Rules of Professional Conduct, a law firm may not concurrently represent two clients I a matter in which the interests of the clients potentially conflict, without the informed written consent of both clients. Though we believe we can fairly aid in the development of this agreement without conflict, this case presents the potential for conflict insofar as dispute may arise in the future regarding compliance with the agreement, such as payment or performance requirements.

FISCAL IMPACT

There is no fiscal impact with this action.

RECOMMENDATION

Kronick, Moskovitz, Tiedemann & Girard, request the City of Isleton consent to this concurrent client representation, waive the existing and future conflicts of interest, and agree not to use our firm's representation of the City of Isleton as grounds to try to disqualify our firm form representing the City of Isleton in unrelated matters.

ATTACHMENTS

• Disclosure and Consent Re: Concurrent Representation of City of Isleton and City of Rio Vista in the Development of a Fire Resources Agreement.

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk





400 Capitol Mall, 27th Floor Sacramento, CA 95814

T 916.321.4500 F 916.321.4555

Andreas L. Booher abooher@kmtg.com

January 26, 2021

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

Re:

Disclosure and Consent Re: Concurrent Representation of City of Isleton and City of Rio Vista in the Development of a Fire Resources Agreement

Dear City Manager Bergson and Councilmembers:

The City of Isleton and City of Rio Vista staff are presently engaged in negotiations for the development of an agreement whereby the two cities agree to a "Joint Operations Agreement" which will serve as the basis for cooperation in the provision of fire and emergency services, similar to a mutual aid agreement. As you already know, my firm, Kronick, Moskovitz, Tiedemann & Girard ("Kronick"), also represents the City of Rio Vista. Under the California State Bar Association's Rules of Professional Conduct, Kronick is required to disclose and obtain waivers for potential conflicts in order to assist the City of Isleton in working on this fire resources agreement because there is a potential for the two cities to have adverse positions on the agreement, particularly in the event of a breach or alleged breach of the agreement.

Under Rule 1.7(c)(1) of the Rules of Professional Conduct, a lawyer shall not represent a client without written disclosure of the relationship to the client where "the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter." In this case, Kronick has a professional business relationship with the City of Rio Vista.

Further, under Rule 1.7 of the Rules of Professional Conduct, a law firm may not concurrently represent two clients in a matter in which the interests of the clients potentially conflict, without the informed written consent of both clients. Though we believe we can fairly aid in the development of this agreement without conflict, this case presents the potential for conflict insofar as a dispute may arise in the future regarding compliance with the agreement, such as payment or performance requirements.

Thus, to assist the City of Isleton with the fire resources agreement while maintaining our existing and ongoing relationship with the City of Rio Vista, it will be necessary to document the consent of both cities, to our concurrent representation subject to the terms and conditions of this letter.

Those terms and conditions include the segregation and screening of attorneys representing the City of Rio Vista from City of Isleton files related to the fire resources agreement, and segregation and screening of attorneys representing the City of Isleton from City of Rio Vista

City Council City of Isleton January 26, 2021 Page 2

files and records related to the fire resources agreement. Records maintained on Kronick's electronic filing system shall be locked to prevent access from unauthorized persons. Any firm attorney working on the fire resources agreement for the City of Isleton or the City of Rio Vista will refrain from any and all discussions regarding those matters, except as specifically authorized by the attorney's respective clients. All paralegals, secretaries, and other staff will be informed of their obligation not to share information in regards to the screened matters.

Confidential papers, information, and files of the City of Isleton related to the fire resources agreement will not be circulated within the firm or be accessible to firm personnel, except the respective attorneys involved in the matters for each client.

In the event an actual conflict arises under the agreement for fire resources agreement between the City of Isleton and the City of Rio Vista, for example, if there is litigation regarding failure to pay or perform, Kronick will recuse itself from representation of the City of Isleton in the dispute, and will continue to represent the City of Rio Vista.

Accordingly, we request the City of Isleton consent to this concurrent client representation, waive the existing and future conflicts of interest, and agree not to use our firm's representation of the City of Isleton as grounds to try to disqualify our firm from representing the City of Isleton in unrelated matters. If, in the future, the City of Isleton was to decide that the conflicts between the interests of the City of Isleton, on one hand, and the City of Rio Vista, on the other hand, were too significant to continue waiving, the City of Isleton agrees that it would seek alternative representation for this matter and that our firm would continue representing the City of Rio Vista.

We emphasize that the consent of each client is to be conditioned on the consent of the other client to these concurrent client relationships.

To indicate your consent, subject to the foregoing limitations and conditions, please date and sign and return one copy of this letter to the undersigned at your earliest convenience.

Sincerely,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD A Professional Corporation

ANDREAS L. BOOHER

CONSENTED TO AND AGREED:		
Dated:, 2021	CITY OF ISLETON	
	By Charles Bergson, City Manager	_



City Council Staff Report DATE: February 9, 2021

ITEM#: 7.A

CATEGORY: New Business

ENCORACHMENT PERMIT REQUEST FOR BANNERS ON MAIN STREET

SUMMARY

The Isleton Chamber of Commerce has submitted a request for an encroachment permit to hang banners on several Main Street light poles. The light poles are franchised in a public right-of-way and the City has authority to issue encroachment permits there-upon.

Staff is recommending approval of the permit request and waiver of associated fees

DISCUSSION

The request is for 24 2 feet by 4 feet banners. See attached request for concept design. (Attachment 1)

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

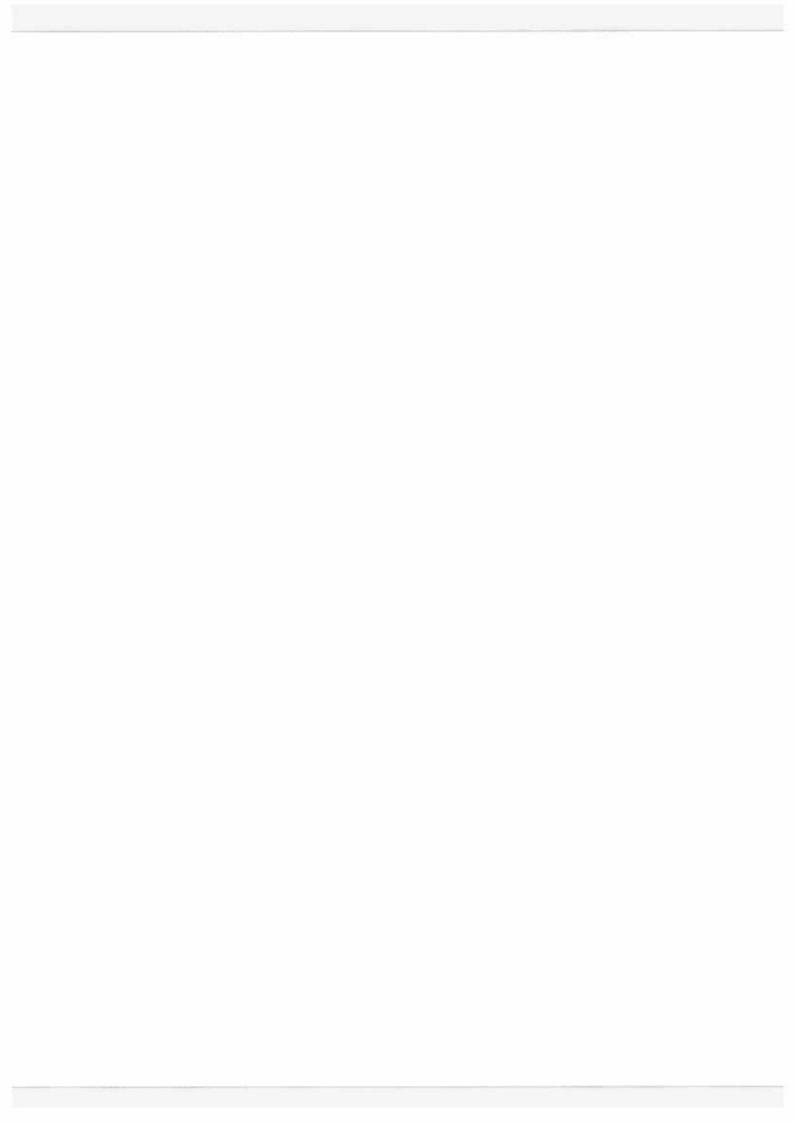
Staff recommends that City Council approve encroachment permit request for banners on Main Street and waive fees.

Prepared by: James Gates, Assistant Planner

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

ATTACHMENTS

1 - Encroachment Permit Request and Banner concept design



Yvonne

From:

Sue Tipp <suetipp1212@gmail.com> Monday, February 01, 2021 10:09 AM

Sent: To:

Yvonne; Sue Tipp

Subject:

cover letter for Main Street Banner Application Planning Commission

To: Planning Commission

RE: Main Street Banner Application

Planning Commission

We have been Working on this Project which entails:

- 24 Vinyl Banners with Marty Stanley artwork (visual included in application) 5 year warranty on material and printing
- -2 Feet x 4 Feet long hanging from Main Street light poles. attached with proper hardware by banner company.
- -Sponsorship by Chamber Members for each banner that will bear their Name or Company.

We are applying for use of the light poles as per James Gates suggestion. The use of the poles are in question. We applied to PGE for use and were denied as they are owned by PGE. They are encroaching on City property so we hope that it can be sorted out and approved as Banners hung there in the past and hardware is still attached to some poles. We would like to move ahead immediately as our TOT grant for this project expires mid February. We appreciate your consideration on this project as it will truly provide a festive visual on Main Street as we work to improve our town.

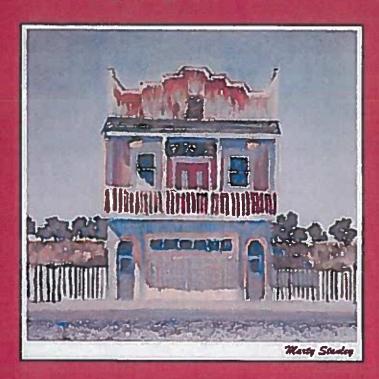
Best Regards

Sue Tipp President
Isleton Chamber of Commerce



ISLETON

Established 1874



Asian American Historic District



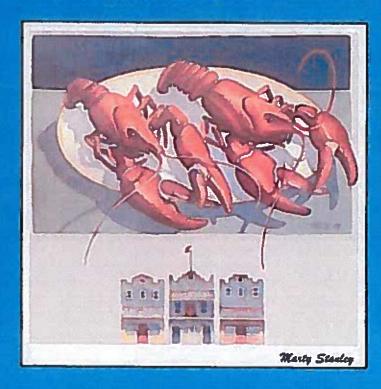
Sponsored by

Business Name

143 21x4

ISLETON

Established 1874



Asian American Historic District



Sponsored by

Business Name

293 21x4

ISLETON

Established 1874



Asian American Historic District



Sponsored by

Business Name

a'x4'



City Council Staff Report DATE: February 9, 2021

ITEM#: 7.B

CATEGORY: New Business

CHINA PARK, MAIN STREET PORTABLE TOILET AND WASH STATION QUOTES

SUMMARY

Staff has obtained 3 quotes for Portable Toilet and Wash Station on Main Street, Isleton, based on a once a week service.

UNITED RENTALS

- 1. 1st Invoice for 1 ADA Portable Toilet is \$250.00 and after that the monthly fee is \$160.00 a month.
- 2. Wash Station 1st Invoice for 1 Wash Station is \$150.00.
- 3. For 1 ADA Portable Toilet and 1 Wash Station 1st Invoice is \$410.00.
- 4. Then the monthly invoice for both is \$320.00.

RIVER RATS

- 1. ADA Portable Toilet is \$190.00, monthly fee with a weekly service.
- 2. Sink \$92.00. This is a monthly fee with a weekly service. There is no additional fees.
- 3. The total invoice fee is \$282.00 a month with one weekly service.

VETERAN SERVICE

- 1. 1 Handicap Portable Toilet is \$250.00 a month to start.
- 2. 1 Portable Wash Station is \$150.00 to \$300.00 a month.
- 3. Total Cost for both is \$400.00 to \$550.00 a month.

ZTERS WASTEVALUE

- 1. 1 ADA Compliant Portable Toilet \$245.00 Delivery Rate \$70.00
- 2. 1 Hand Washing Station \$195.00
- 3. Total Cost \$510.00

FISCAL IMPACT

Cost to the City will be about \$4,000.00 yearly, including employee OT cost.

RECOMMENDATION

Recommends that City Council approve purchase of portable restroom for China Park, Main Street.

ATTACHMENTS

4 quotes.

- 1. United Rentals
- 2. River Rats
- 3. ZTERS Wastevalue
- 4. Veteran Service

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, Deputy City Clerk

United Site Services of California, Inc.

2625 East 18th Street Antioch, CA 94509 Toll Free: 925-686-1625



Salesperson Contact

Angela K. Tyberg

Mobile:

Office: 508-594-2655

Fax:

Angela.Tyberg@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2161144

Quote Date: 01/21/21

Quote Expires:

02/20/21

Sell To: City of Isleton

YVONNE ZEPEDA PO BOX 716 ISLETON, CA 95641 Ship To: STTF-MCITYOF ISLETON-MAIN

YVONNE ZEPEDA 29 MAIN ST

ISLETON, CA 95641

Cust. #: USS-1580426 Phone: 9167777770

Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
ADA Wheelchair Accessible	EA	1	02/01/21	Indef	60.00	60.00	per billing cycle
Weekly Service	EA	1	02/01/21	Indef	70.40	70.40	per billing cycle
Additional Weekly Service	EA	1	02/01/21	Indef	70.40	70.40	per billing cycle
Damage Waiver	EA	1	02/01/21	Indef	14.95	14.95	per billing cycle
Hand Sanitizer	EA	1	02/01/21	Indef	35.00	35.00	per billing cycle
Environment/Energy/Compliance						29.92	per billing cycle
Enhanced Safety Fee						13,94	per billing cycle
ADA Wheelchair Accessible Subtotal:						294.61	
2 Station Sink	EA	1	02/01/21	Indef	20.00	20.00	per billing cycle
Weekly Service	EA	1	02/01/21	Indef	95.65		per billing cycle
Additional Weekly Service	ĘΑ	1	02/01/21	Indef	95.65	95.65	per billing cycle
Damage Walver	EA	1	02/01/21	Indef	7.95	7.95	per billing cycle
Environment/Energy/Compliance						31.48	per billing cycle
Enhanced Safety Fee						18.94	per billing cycle
2 Station Sink Subtotal:						269.67	
Delivery, Setup, Removal	EA	1	02/01/21	02/01/21	100.00	100.00	one time
Environment/Energy/Compliance						14.90	one time
Enhanced Safety Fee						9.90	one time
Delivery, Setup, Removal Subtotal:						124.80	

		Subtotai:	689.08
Accepted:	Date:	Tax:	18.82
Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475		Total:	707.90
NOTE: Total prices have been calculated for 1 billing period only. Damage Waiv terms and conditions on the last page of this document for more information.	er is optional. Please read the		

TERMS AND CONDITIONS

- 1. Acceptance Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) two business days after receipt of an invoice from Company; (ii) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice to the site of acceptance thereof, or (iii) acknowledgment or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.
- 2. Payment Terms All agreements are subject to approval by Company Customer shall pay all charges by Company during the term (the "Period") shown in the invoice. All Company invoices are due and payable upon Customer's receipt of the invoice. Customer shall be liable to Company for interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawfuf rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, including but not illnited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees
- 3. Service The Company offers servicing as an option on all portable restrooms
- 4. Damage Waiver The Company offers a damage waiver program on certain Equipment. Customer may decline the damage waiver by completing and executing the appropriate section at the end of these terms and conditions. Unless Customer has declined the Damage Waiver in writing before the commencement of the Period or within five business days of the date of the first Invoice to Customer for any Equipment identified with a Damage Walver on the invoice. whichever is later, Company shall impose, and Customer shall pay, any Damage Waiver fees indicated on the invoice and (provided Customer has not breached any of these terms and conditions) Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft of any Equipment and for any losses resulting from any willful or grossly negligent acts or omissions of Customer or any of its agents, servants and employees, and (ii) if Customer has other insurance covering such loss or damage, Customer shall exercise all rights available to it under such insurance, take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company, If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof, and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss of or damage to the Equipment. Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. The damage waiver described in this section does not apply to portable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.
- 5. Equipment Location Customer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of portable toilets, temporary fencing, portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable to lets and other Equipment.
- 6. Equipment Responsibility Company will deliver the Equipment to the Site at the commencement of the Period and will remove the Equipment at the end of the Period. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable, on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on the service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available in accordance with Company's other service commitments. Company shall be granted access to the Equipment at any time for any servicing, maintenance or removal of Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAI, if applicable

- 7. Equipment Contamination While portable restroom units are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). In the event Other Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Other Waste. Until such Other Waste is removed, Customer may not terminate the Period and Customer is liable for all charges accrued during such period.
- 8. Liability Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 5. Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend. indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willful misconduct of Company. Company, its officers, directors. employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.
- 9. No Prorating Agreed upon rates are the complete billing periods and are not to be prorated.
- 10. Termination Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer. Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursuant to this paragraph.
- 11. Governance This agreement shall be governed by and construed in accordance with the laws of the state, shown on the invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdiction of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing
- 12. Taxes & Fees Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.
- 13. Additional Terms Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms & Conditions are shown on the back of your contract for these items
- 14. Errors & Omissions Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.
- 15. Conditional Payments Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA01581. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on the invoice

River Rats Toilets, Jamie, dba

P.O. Box 365 Walnut Grove, Ca. 95690 916-776-1600

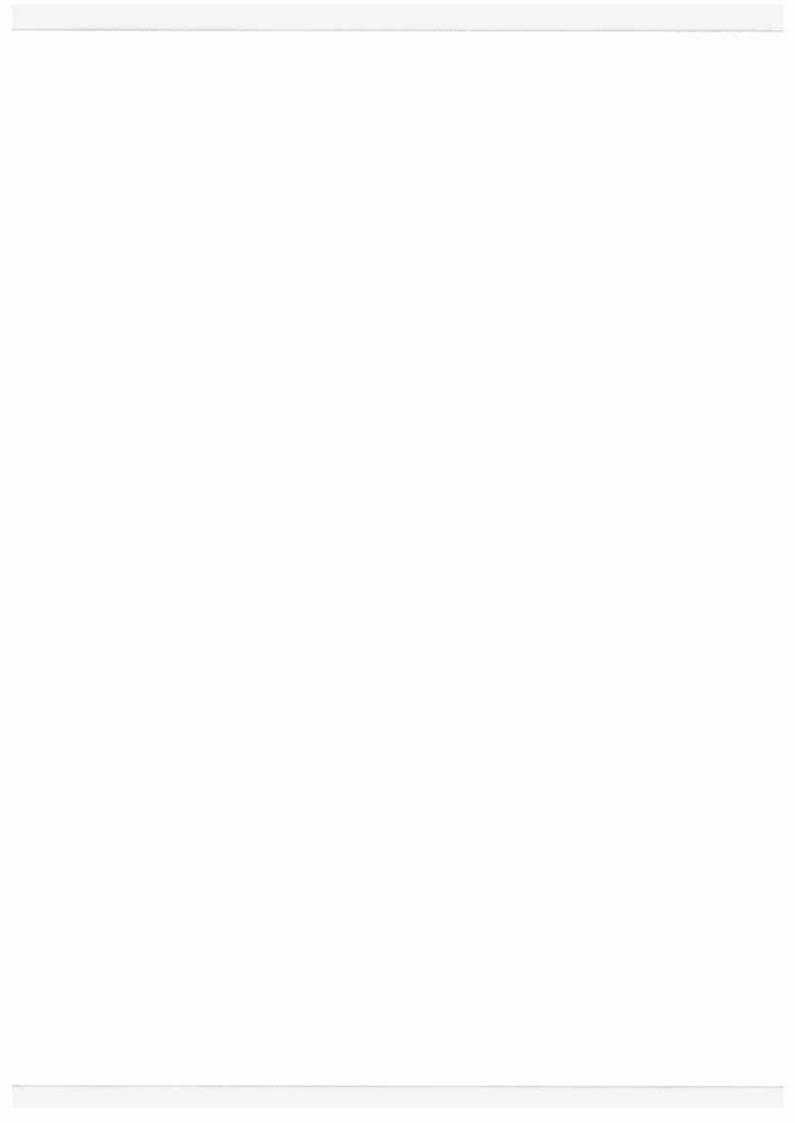
Invoice

Date	Invoice #
1/19/2021	10732

Bill To	
City of Iselton PO Box 716 Isleton, Ca. 95641	

Ship To			

P.O. Number	Terms	Rep	Ship	Via	F.O.B.		Project
			1/19/2021				
Quantity	Item Code		Descript	ion	<u> </u>	Price Each	Amount
1	Handicap Sink	This is the mor This is the mor There is no add	nthly fee with a week of the with a week ditional fees.	ly service ly service		190.00	190.00 92.00
					7	Γotal	\$282.00



Yvonne

From:

Portable Toilets <no-reply@getable.com>

Sent:

Thursday, January 21, 2021 1:30 PM

To:

yvonne.zepeda@cityofisleton.com

Subject:

Your portable toilet pricing

Hi,

Thank you so much for your pricing request. Unfortunately, we do not currently have pricing in our system for zip code 95641 at this time. However, we have partnered with some local portable toilet providers below that can give you exact pricing for your request, including applicable delivery fees and taxes:

Ultimate Porta Potty Rental

Hours of Operation: Mon-Sat: 8:00AM - 5:00PM

(855) 214-8775

260-290

VS Services

Hours of Operation: Mon-Thurs: Open 24 hrs, Friday open until 6PM PST 250 (877) 359-1296

Local Porta Potty Rental
Hours of Operation: Mon-Fri, 5:30 AM-6:00 PM
(866) 415-8746

2 day

296, 100 delivery
395, 100 delivery

ZTERS Portable Toilets

Hours of Operation: Mon-Fri, 5:30 AM-6:00 PM

(866) 428-9194

If you have any construction or home service needs in the future, please visit us at www.corkd.com and we'll be happy to assist you.

-The Cork'd Team

You are receiving this email because you requested pricing information from Cork'd or one of our partner websites. Cork'd is an online service that connects customers with portable toilet providers nationwide.

Cork'd 1835 Newport Blvd, A109-240 Costa Mesa, CA 92627





Quote for Service - Portable Toilets, Restroom Trailers, and Hand Wash Stations

Date	Proposal Valid Until
1-22-2021	2-1-2021

Bill To

Ship To		
Joe Fonbuena		
Isleton, CA 95641		

Description	Delivery Date	Removal Date	Frequency of Service	Billing Cycle
1 Construction Hand Wash Station			1x/week	

Order Details and Charges

Standard Rate (per unit): \$195.00

Delivery Rate: \$0.00 Plus Applicable Taxes

Terms of Service

Automatic Charges and Proration

Rental fees will be charged automatically, as authorized at the time of purchase, to the credit card on file every billing cycle and/or when additional services are provided. Charges for partial months are not prorated.

Cancelation and Rescheduling

Cancellation or Refusal: You must provide a minimum of 24-hour notice for cancellation. If 24-hour notice is not given or the unit(s) are refused onsite, Zters will not provide a refund or credit. Same day deliveries are not eligible for a refund or credit.

Rescheduling: If your unit is scheduled to be delivered or picked up and the driver finds it to be blocked by any vehicles or other obstructions you will be charged a dry run fee at a minimum of \$150.00 dependent on site location. If your unit is blocked and unable to be serviced, additional charges will apply to reschedule a service.

<u>Liability</u>

Liability: Please note you are responsible for the unit while it is in your possession, including but not limited to theft, damage, destruction, vandalism, bodily injury, etc. Zters is not liable for the equipment or its use by any persons while equipment is in possession of the customer.

Property damage: Be aware that our trucks and containers are heavy equipment and we are not responsible for any damage to your pavement, slab, foundation, grass, landscaping, yard or any surface that our trucks and/or containers are placed on or driven on.

Phone #	Fax#	Email	WebSite
832-698-2203	832-698-2204	alyssa@zters.com	www.zters.com



Quote for Service - Portable Toilets, Restroom Trailers, and Hand Wash Stations

Date	Proposal Valid Until
1-22-2021	2-1-2021

Bill To

Ship To
Joe Fonbuena
Isleton, CA 95641

Description	Delivery Date	Removal Date	Frequency of Service	Billing Cycle
1 Construction ADA Toilet			1x/week	

Order Details and Charges Standard Rate (per unit): \$245.00

Delivery Rate: \$70.00 Plus Applicable Taxes

Terms of Service

Automatic Charges and Proration

Rental fees will be charged automatically, as authorized at the time of purchase, to the credit card on file every billing cycle and/or when additional services are provided. Charges for partial months are not prorated.

Cancelation and Rescheduling

Cancellation or Refusal: You must provide a minimum of 24-hour notice for cancellation. If 24-hour notice is not given or the unit(s) are refused onsite, Zters will not provide a refund or credit. Same day deliveries are not eligible for a refund or credit.

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Liability

Liability: Please note you are responsible for the unit while it is in your possession, including but not limited to theft, damage, destruction, vandalism, bodily injury, etc. Zters is not liable for the equipment or its use by any persons while equipment is in possession of the customer.

Property damage: Be aware that our trucks and containers are heavy equipment and we are not responsible for any damage to your pavement, slab, foundation, grass, landscaping, yard or any surface that our trucks and/or containers are placed on or driven on.

Phone #	Fax#	Email	WebSite
832-698-2203	832-698-2204	alyssa@zters.com	www.zters.com

City Council Staff Report DATE: February 9, 2021

ITEM#: 7.C

CATEGORY: New Business

PLANNING COMMISISON SELECTION

SUMMARY

Planning Commissioner Paul Steele was Elected to City Council effective January 1, 2021. Council is being requested to select a method for replacement of the Planning Commissioner office.

DISCUSSION

The City has posted the vacancy in the City public places and on the City web site. There has been one applicant. Council can appoint one as an Isleton citizen of majority age as a replacement commissioner for Paul Steele.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that the City Council appoint a Planning Commissioner.

ATTACHMENTS

1 letter of interest.

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



Yvonne

From:

Robert Jankovitz < rjankovitz@gmail.com>

Sent:

Friday, January 08, 2021 10:26 AM

To: Subject: Yvonne Zepeda Letter of Interest

Hi Yvonne,

I would like to request that the City Council appoint me to the open seat on the Planning Commission. Thank You, Robert Jankovitz



City of Isleton

City Council Staff Report DATE: February 9, 2021

ITEM#: 7.D

CATEGORY: New Business

ASIAN AMERICAN HERITAGE PARK CEQA EXEMPTION

SUMMARY:

The proposed Asian American Heritage Park project, to be located at the currently vacant 27 Main Street lot, is readying a grant application for Prop 68 grant funds through the Delta Conservancy. As part of its application the project must include environmental clearance from the City. Planning Commission approved these environmental findings at their November 17th meeting, and are now being presented to City Council for review.

The Asian American Heritage Park is spear-headed by the private non-profit Delta Education and Cultural Society (DECS), managed by local Jean Yokotobi. The park will re-landscape the 3049 sq. ft. lot and include a garden, water feature, exhibit walls, commemorative benches, and an approximately 10ft. by 10 ft. wooden Kansho-do (Japanese bell temple). The park will feature interpretive education components on Isleton's history and Asian-American legacy. See attachments 1 and 2 to this report for a more detailed project description and concept drawing.

DISCUSSION:

CEOA Exemption

The project qualifies as categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15303 and 15304 for Small Structures and Minor Alterations to land. These class of exemptions include new gardening and landscaping and the construction of small structures like the proposed Kansho-do. As the project does not remove trees and the lot is currently vacant of use or sensitive environmental habitat, no impact is considered to be associated with its development. Relevant excerpts from the CEQA Guidelines are copied below:

"Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel" (2020 CEQA Guidelines, p. 270).

"Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes" (2020 CEQA Guidelines, p. 271).

Zoning and General Plan Compliance

For discussion and consideration at a future meeting, a zoning exception shall be required to convert the current zoning from CC-Central Commercial to RCO- Resource Conservation and Open Space. Alternatively, it may be conditionally permitted within the CC-Central Commercial Zoning District. As the nature of the project aligns with the goals and policies of the 2000 General Plan, staff is not recommending amendment to the General Plan. Elaboration on these considerations will be given at a subsequent public hearing, but staff will take input and direction from Planning Commission at this time if given.

Long-term Maintenance

The public nature of this project raises questions as to how long-term maintenance of the park will be handled over the proceeding decades for both the City and the Delta Conservancy. A maintenance agreement will be prepared and presented to City Council detailing a tentative plan for the City to lease the property annually from the DECS for a nominal cost to maintain the property. Costs of maintenance will be reimbursed to the City by DECS on an annual basis. The lease is necessary as the Prop 68 grant requires public interest in the project.

RECOMMENDATION:

Staff recommends that City Council find that the project is exempt from environmental review in accordance with Sections 15303 and 15304 of the California Environmental Quality Act (CEQA) Guidelines as construction of a new small structure and minor alterations to land.

ATTACHMENTS

- 1 Project Description
- 2 Conceptual Drawing

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

Asian American Heritage Park

Concept Proposal

Project Goal

The proposed project intends to increase awareness and educate the public about the early Japanese and Chinese communities in Isleton. The proposed project is intended to further an effort to revitalize Isleton, and promote economic growth in Isleton and the Sacramento-San Joaquin Delta area.

Subject Property and Project Location

The site for the proposed Asian American Heritage Park is located at 27 Main Street in Isleton, California in Sacramento County. The undeveloped rectangular parcel (APN 1570032013000, Block 25, Lot 14) is approximately 3,049-square feet (.07 acres), and zoned R/C for Residential/Commercial. The parcel faces Main Street at the southeast, and abuts the levee at Highway 160 at the northwest, which runs along the Sacramento River. The parcel slopes slightly from the rear property line to the front property line at Main Street.

Proposed Project Description

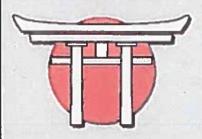
The Asian American Heritage Park Project, introduced by the Delta Educational Cultural Society (DECS), proposes to utilize a currently vacant lot. The lot is located in the heart of the Isleton Chinese and Japanese Commercial Districts, listed in the National Register of Historic Places (NRHP), adjacent to the Bing Kong Tong building (currently under renovation), and next to Highway 160 and the levee. The proposed garden park would include a water feature, exhibit walls, commemorative benches and engraved bricks, a wooden Kansho-do. The Japanese bell temple, or Kansho-do, will serve as a place of meditation, respite and reflection within the park. While the site will have limited artifacts, an interpretive story has been created for the project which includes but not limited to six major historical events identified for the educational park. The goal of the park is to stimulate a new generation with awareness of the history, sacrifice and perseverance of these communities.

There will be a fence designed by the Walnut Grove Iron Works and gate along Main Street. Plans for the park and some of its individual elements, including the Kansho-Do and the gate along Main Street, have already been created. Permits for the back retaining wall have been approved by the Levee District.

Project Sponsor

The proposed park is sponsored by the DECS, a 501 (c) 3 established in 2009 to support the developing Asian American Heritage Park. The project will maintain an office at 23 Main Street with the Isleton Chamber of Commerce.





Delta Education Cultural Society Asian American Heritage Park Coming Soon!

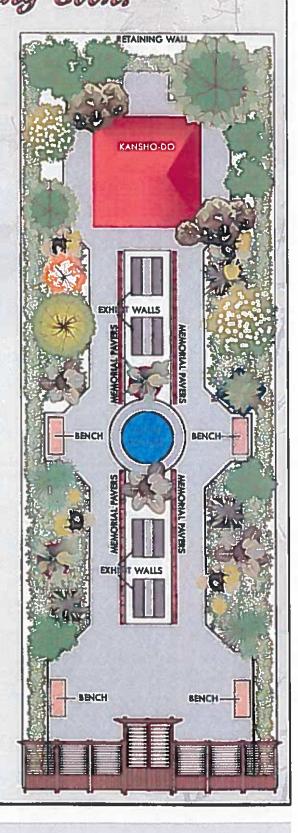
The Asian American Heritage Park is to honor the Chinese and Japanese Americans who with their rich and colorful heritage, their hard work and perseverance made Isleton the community it is today. It brings to us a rich history of two cultures coexisting on a two block area on Main Street which is known as the Asian American Historic District and listed on the National Registry for Historic Places.

Going back in time brings memories of steamboats, asparagus festival, gambling, prostitution, canneries, prohibition, opium, Buddhist church, Chinese New Year and Japanese New Year and many more. All we have are memories but memories to link us to the past and share with all the people who come through this town.

For more information on the Asian American Heritage Park Project, please visit the website and see how you can become part of the project and part of history.

This project is made possible by Delta Educational Cultural Society a 501(c)3.

www.deltaecs.com isleton25@frontiernet.net





City of Isleton

City Council Staff Report DATE: February 9, 2021

ITEM#: 7.E

CATEGORY: New Business

RESOLUTION 004-21, ALLOWING APPLICATION TO THE LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

SUMMARY:

The Local Early Action Planning (LEAP) program is distributing funds through the State Department of Housing and Community Development (HCD) for programs which update planning processes and accelerate the production of housing.

The City's application will be asking for \$65,000 to help produce Sewer and Drainage Master Plans. These funds will be combined with \$40,000 already received as part of the City's 2019 SB 2 planning grant. The Sewer and Drainage master plans will help to more efficiently identify impacts of new housing on those systems, reducing process time and costs to developers.

In order to enter into agreement with HCD for these funds, City Council must approve a resolution granting the City Manager authority to apply and accept for funds through the LEAP grants program. To this end, staff is presenting Resolution 004-21 for approval.

FISCAL IMPACT

There are no fiscal impacts associated with this action

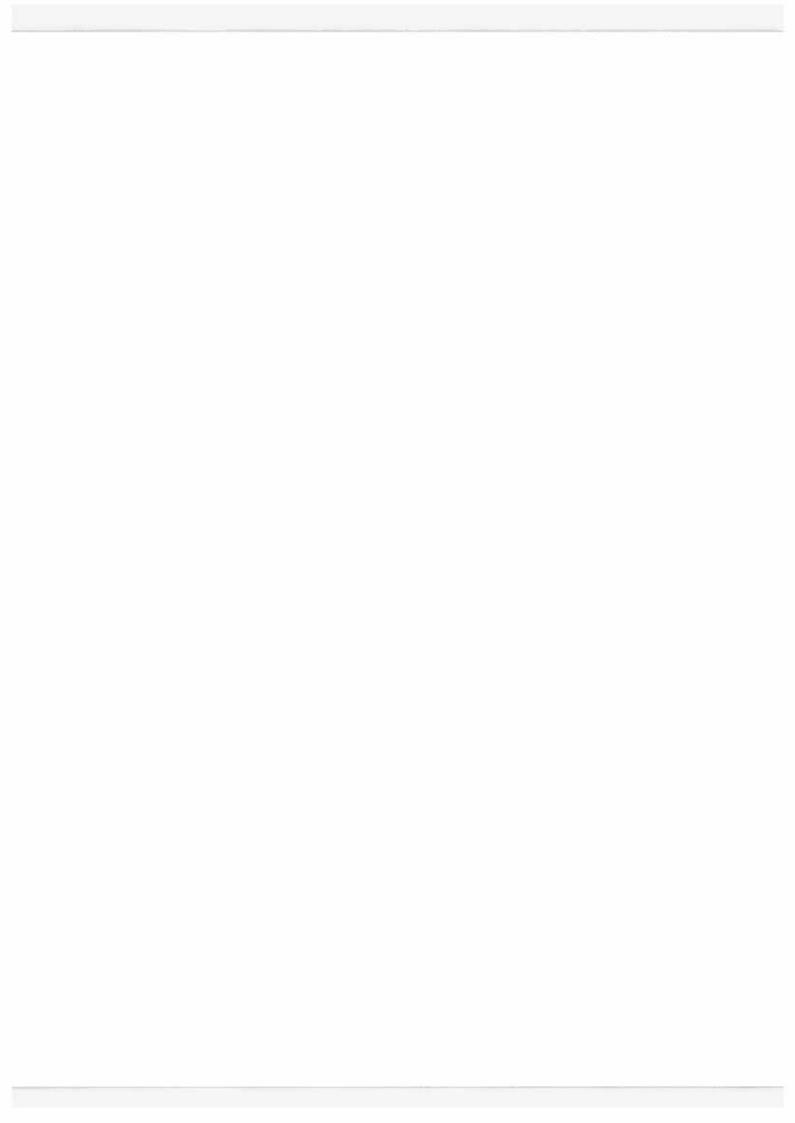
RECOMMENDATION:

Staff recommends that City Council approve Resolution 004-21, a Resolution of the City Council of the City of Isleton Authoring Application for, and Receipt of, Local Government Planning Support Grant Program Funds

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

ATTACHMENTS

1 - Resolution 004-21



RESOLUTION NO. 004-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Isleton desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the City Council of the City of Isleton ("Applicant") resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City manager of the City of Isleton is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

	Resolution was duly passed and adopte 2021 by the following vote	ed at a meeting of the City Council held on
AYES: NOES: ABSTAIN: ABSENT:		
		MAYOR, Eric Pene
ATTEST: _	DEPUTY CITY CLERK, Yvonne Zepeda	_



City of Isleton

101 Second Street, Isleton, California 95641

CITY MANAGER REPORT

Date: 09 February 2021

To: City Councilmembers

From: Charles Bergson, City Manager

Covid 19 - City Operations

City facilities opened in compliance with recent County Health order. City continues under County Health Department of January 13, 2021. The State Limited Curfew Order of December 10 has been lifted. The City continues to operate under its March 18th, 2020 Emergency Order.

SACOG contacted the City last week requesting that the City nominate a Councilmember to serve on the Delta Protection Commission. The SACOG Executive Director was not aware of the previous County Board request for a nominee - the City Manager forwarded to SACOG the Council's DPC nominee; Councilmember Walton. Councilmember Walton has advised that the meetings conflict with her business schedule and has asked for a substitution. Due to calendar requirements, the Executive Director of SACOG requested on Tuesday 02 February that the City provide a substitute nominee by Friday 05 February. The City Manager polled City Council and consensus was to nominate Councilmember Steele for the Delta Protection Commission Board of Directors.

The <u>Joint Operation Agreement between the Isleton and Rio Vista</u> fire departments is attached for Council review. This matter will be presented in the upcoming Council meeting. This Agreement provides for continuity of operations and shared resources for both cities. An additional benefit is that makes both agencies eligible for a range of fire protection grants and programs.

The <u>tree on Fourth Street near Delta Avenue</u> needs to be removed. This tree has disrupted the sidewalk to the point that it needs repair. An arborist assess the tree to see if roots can be remove and maintain the tree; the arborist said removing the roots will make the tree unstable and kill the tree. A copy of the cost proposal to remove is attached.

<u>California American Water</u> has provided contact numbers, copy is attached. Staff has spoken with Mr Jacobs of CalAm emphasizing the need to communicate in advance to the City and the Fire Department of work that is conducted in the City.

<u>Local Agency Formation Commission</u> – appointment. The County LAFCO has requested that the Council appoint a member to LAFCO City representative seat. This item will be brought to Council within the month.

Staff is planning on changing the <u>Sewer billings</u> to a post card with prepaid postage. It is estimated that this will save the City a minimum of \$300 monthly in time and supplies. Anticipate making this change in the Spring.

<u>Public Works projects</u> – status of project undertaking by the Public Works Department:

Street Name Signs replacements – to be installed over the Spring

Wilson Park improvement, restrooms are finished.

Pressure washing the dock and will start non slip paint Monday.

Striping parking stalls on Main Street – Latter part of February

Bus stop project also on hold for better weather.

16 Main Street

This building obtained Building Official approval to connect to power.

The Cannabis business status list is attached.

Respectfully,

Charles Bergson, P.E.

AGREEMENT BETWEEN CITY OF RIO VISTA (FIRE DEPARTMENT) AND THE CITY OF ISLETON (FIRE DEPARTMENT) FOR THE PURPOSE OF SHARING RESOURCES AND STAFFING THAT WILL BE MUTUALLY BENEFICIAL.

THIS AGREEMENT is made and entered into on________, by and between the City of Rio Vista Fire Department and the City of Isleton Fire Department. This Agreement shall be known as the "Delta JOA" (Joint Operations Agreement) among the Agencies listed above (referred to herein as the "Joint Operations Agreement", "JOA" or "the Master Agreement"); and shall be the basis for cooperation in the provision of fire and emergency services between all parties. Each party may be referred to in this Agreement as "party" or collectively as "parties" or "departments." This Document does not seek to replace mutual aid agreements, rather compliment and strengthen joint operations.

RECITALS

WHEREAS, the City of Rio Vista Fire Department wishes to enter into a Joint Operations Agreement (JOA) with the Isleton Fire Department for continuity of operations and shared resources; and

WHEREAS, through each party's participation in the separate Agreements, significant improvements in response times, joint firefighter training and safety, supervision and overall greater efficiency in the delivery of fire protection services to the citizens, visitors and businesses within the communities have occurred; and,

WHEREAS, all parties, in recognition of the success in working and training together and that one agreement addressing operations and personnel would create more consistency, and;

WHEREAS, the Agencies desire to memorialize into one JOA agreement, the terms and conditions of prior Agreements and parameters of cooperation between fire departments operated by the three parties that have grown from, but are not generally or clearly covered under the existing Agreements and to provide a framework under which new areas of cooperation may be initiated or new parties may be added; and

WHEREAS, all parties, recognize the increased ability to participate in Master Mutual Aid (strike teams) under this agreement, and;

NOW, THEREFORE, pursuant to the authority granted by California Government Code sections 6502 and 55632 and Health and Safety Code section 13050 and in consideration of the mutual promises and obligations as set forth herein the parties hereby agree that a Joint Operations Agreement between the City of Rio Vista (Fire Department), the City of Isleton (Fire Department) shall be as follows:

INTENT

- a. It is the intent of all parties to this agreement to continually seek out and employ joint methods, practices, policies and/or procedures that will serve to maintain or improve the safety and levels of emergency and fire prevention services provided to the citizens and visitors of the cooperating departments and to improve the existing practices of all departments to assure the highest levels of employee safety, emergency operations, administrative efficiency and cost effectiveness in the delivery of fire protection, EMS and other emergency services.
- b. In support of the intent of this agreement, all parties agree that wherever appropriate those operational joint methods and policies that are adopted under this agreement must be fully implemented by all parties and that not to do so will impede the effective joint delivery of services.
- c. This agreement shall support operations and shall not replace any other contracts in place that may involve the Agencies listed or their 'right to govern'. This document is intended to support, increase capabilities and addresses operational gaps; and thereby does not replace all previous Mutual Aid Agreements.
- d. Subsequent agreements between JOA Agencies shall be filed with all parties regardless of involvement for purposes of reference and to ensure the parameters of those agreements are adhered to.

2. RESPONSE TO INCIDENTS

- a. All parties agree that providing a fire engine to an incident in the least amount of time regardless of jurisdiction provides a higher level of service to the citizens and visitors of all jurisdictions and is in all parties' best interest.
 - i. The parties shall establish protocols for the deployment of fire engines, Rescue resources and personnel to emergency incidents within each party's jurisdiction (Run Cards or Matrices). Such protocols may include the dispatch of resources to emergencies based upon the quickest response times to the incident, regardless of jurisdiction. This shall not exclude or substitute the party (Agency) responsible for service and/or Paramedic responses where required under contract, unless unavailable.

- b. The parties shall establish protocols for the purpose of maximizing the fire protection coverage of the jurisdictions through the repositioning of engines should some of the normally staffed engines be committed to incidents for extended periods of time.
- c. All parties shall review the response protocols annually, or on the occasion of staffing or other resource changes, to ensure that one department is not overly burdened by responses to the jurisdiction of the other departments.

3. JOINT COMMAND AND SUPERVISION OF FIRE DEPARTMENTS

- a. The parties shall establish protocols (SOG's or Policies) for the shared supervision and incident command of the emergency personnel and resources of the parties' fire departments by the chief officers, captains and other officers of their respective fire departments. Any such protocols may include but are not limited to a provision for the assignment of shift supervision and incident command responsibility between the officers of the respective fire departments and to establish joint supervisorial resources of the respective fire departments.
- b. When officers of a party's fire department are serving in a capacity of joint or unified incident command or the regular assigned supervision of another departments' employees, the officers shall be deemed to be acting as an officer for all fire departments and shall be entitled to exercise the power and authority as if such officer was an officer employed by all parties, except as to discipline, as defined in subsection (c), which shall be exclusively administered by the employing agency. Such officers shall also be entitled to the immunities set forth in state and/or federal law for all decisions and actions taken on behalf of employees and officers of the respective parties when serving in a joint or cooperative manner of supervision or incident command for all fire departments.
- c. For the purposes of this agreement, discipline is defined as a formal or adverse action resulting in a punitive result (e.g. written reprimand, suspension without pay, demotion, reduction in pay or dismissal) for an employee.

4. <u>COMMON OPERATIONS, TRAINING AND OUALIFICATIONS</u>

a. The fire chiefs or their designee of the member departments shall develop maintain and periodically update a common set of Standard Operating Guides, Standard Evolutions or Operations Training Standards, and minimum qualifications. These shall enhance operations on joint incidents and increase efficiency and firefighter safety.

- b. Implementation of training shall be the right of each party; however, this document recognizes the benefits of coordinating training drills and topics frequently.
- c. In support of joint staffing for Strike Teams, the agencies listed in this agreement, and future partners, agree to standardization of qualifications for personnel and ranks, utilizing the latest version of the CICCS Guidebook.
- d. The Departments will seek to standardize operations and utilize common terminology.
- e. The agencies will seek to outfit apparatus in a similar fashion for continuity of operations on an emergency scene.

5. JOINT USE OF PERSONNEL

a. Parties shall mutually, upon request of another party and subject to availability of appropriate personnel, assign firefighters to staff the fire stations and/or equipment of the other party and respond to incidents as may occur, in the same manner as if the stations and equipment were staffed by the requesting parties personnel. During times when personnel are so assigned, they shall be under the control and direction of the requesting party. To prevent misappropriation of funds, this will primarily be used for volunteer staff (interns and reserves). Full-time staff can be used, as long as tracking of costs occurs, and reimbursement is addressed. It is understood that full time employees may be used for strike teams (reimbursement is addressed).

b. Strike Team Staffing:

At the discretion of the Fire Chiefs or other Chief Officer, apparatus may be assigned to Strike Teams as requested. At no time will staffing within the JOA or at any Fire Station be compromised for Strike Team assignments out of county.

Staffing of Strike Team engines may include co-staffing from the parties of the JOA and must include CICCS Qualified personnel. For the purposes of Strike Team deployments and reimbursement, the City of Rio Vista Fire Department will be the "ordering point" (clearing house) and all apparatus and personnel shall be deployed under "Rio Vista Fire Department" (RVS) in Solano County (XSO), OES Region II. Reimbursement to other parties shall come after payment is received from OES. Rio Vista retains the administrative costs (currently 10%) and any personnel costs for RVS personnel. Personnel are paid portal-to-portal per City of Rio Vista Ordinance and salary schedule; and the JOA agencies are expected to have the same ordinance on file. Reimbursement for the apparatus shall be to the owner of said apparatus.

c. Each party hereto, shall procure and maintain for the duration of the agreement, workers' compensation insurance or self-insurance covering

that party's own employees/personnel. A requesting party shall not be responsible for obtaining workers' compensation insurance for another party's employee, and shall therefore not be subject to civil, criminal or other penalties for failure to maintain workers' compensation coverage in the event of injury or illness to another party's employee suffered in the course of providing services under this agreement.

6. AREAS OF COOPERATION INVOLVING LESS THAN THE ENTIRE MEMBERSHIP OF THE JOA

Two or more parties, subsequent to a discussion of all parties to this agreement, may adopt other policies or protocols, or enter into separate contracts or sub-agreements in the furtherance of the intent of this Joint Operations Agreement. Such policies or protocols, or contracts or sub-agreements shall not be detrimental to the JOA or any party to the JOA and may include, but are not limited to, items having to do with: public and firefighter safety, training, fire prevention, public education, equipment standardization, joint use of facilities or equipment and provision or cost sharing of operations, administrative or management services or other administrative or support staff.

Unless otherwise indicated by the specific project or service, the standard terms and conditions set forth in the Joint Operations Agreement shall apply to other areas of cooperation established under this section.

This agreement will not govern independent mutual aid agreements. The Parties may have existing, or for mutual benefit, draft new Automatic/Mutual aid agreements outside of this agreement.

7. INSURANCE

All parties shall maintain insurance or lawful self-insurance meeting the limits listed below.

A. Workers' Compensation & Employers Liability

- (a) Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- (b) Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (c) Thirty (30) days' prior written notice of cancellation or material change must be provided to by each party to the other
- (d) Required Evidence of Coverage:
- (e) Properly completed Certificate of insurance.

B. General Liability

(a) Commercial General Liability Insurance no less than minimum Limits:

- \$1,000,000 per Occurrence; \$10,000,000 General Aggregate
- (b) Each party and its officers, agents and employees must be endorsed as an additional insured for liability arising out of ongoing operations by or on behalf of the other party.
- (c) The insurance provided to each party and its officers, agents and employees as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the other party.

C. Vehicle Liability

- (a) Minimum Limit: \$1,000,000 combined single limit per accident.
- (b) Coverage must apply to all owned and hired vehicles.
- (c) Each party must qualify as an insured.

8. ADDITITIONAL PARTIES

Other area fire agencies may make written request to the existing JOA membership to become a member of the JOA. The request shall indicate a commitment to the intent of the JOA and all of the provisions of this agreement.

Approval to participate in the JOA or any sub-agreement requires concurrence of all signatory parties to this JOA.

9. WITHDRAWAL FROM THE JOA

A party to this agreement may withdraw from the Agreement without penalty with 90 days' written notice (90) to the other members. Such withdrawing Member shall perform all obligations under this Agreement until the noticed date of withdrawal, including any sub-agreements made.

10. <u>TERM</u>

The term of this agreement is for an indefinite period; terminable at the instance of a majority of all parties; or by one party expressed in writing with a ninety (90) day termination date from the date of the majority vote approving such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

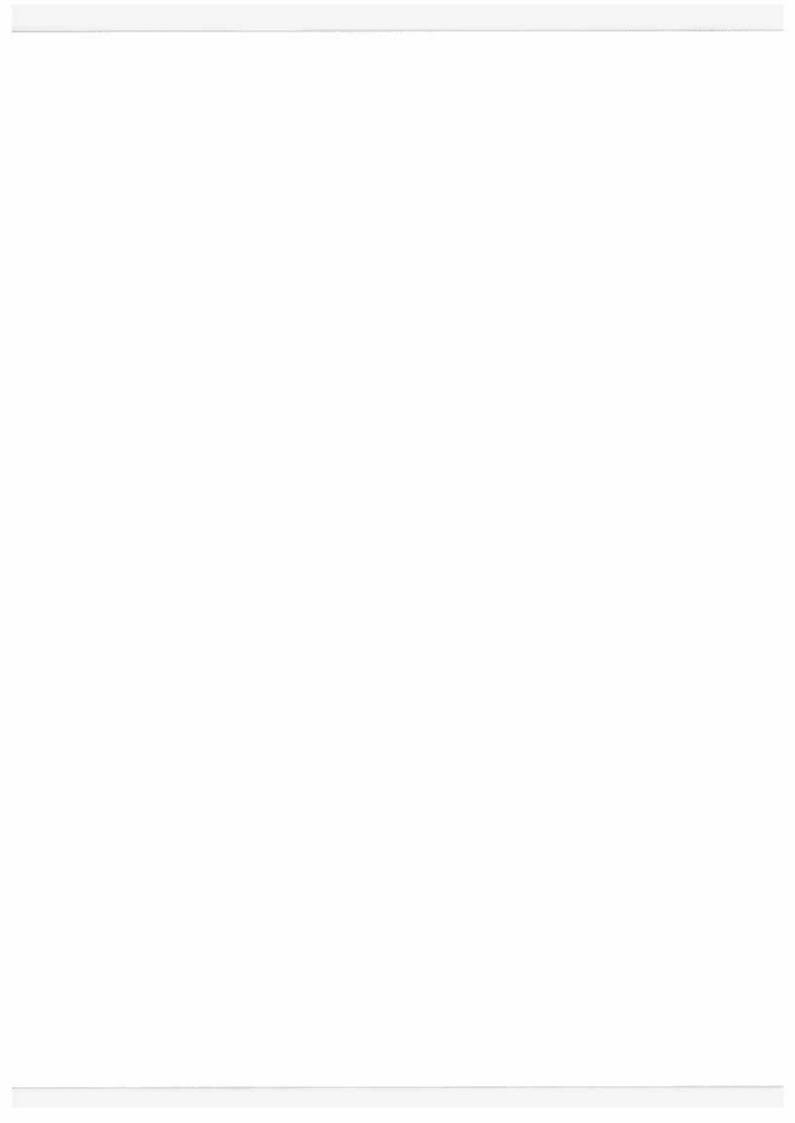
On behalf of:	
City of Rio Vista / Rio Vista I	Fire Department
	Rob Hickey, City Manager
	Jeff Armstrong, Fire Chief
On behalf of: Isleton Fire Department	
	City Manager
	Scott Baroni, Fire Chief



Chuck-This is the trouble tree needing removed - Joe Campbell's Tree Service

*(925)234-2278**Check our License # @WWW.CSLB.CA.GOV ** # Lic.#883258**

Name of Customer_	Joe City of Isleton	n	
Address	211 St. 4 th St. Isleton, (Ca	
Campbell's T	ree, hereby agree to p	erform the following	ng services:
	phor tree. 8 inches below grade ewalk removed to grir	_	-
	tree trimming and cleanin e valid 90 day unless oth		a unless
And is also fully Bonded and Insured	y assured customer that Campbell's to cover any and all accidents that might listed above. *Except Sprinkle Is*	nt occur on the Owner's property	during the
All Tree Permits are the All POOL owners are re	e responsibility of said o	<mark>lient.</mark> pool prior to said wo	ork is done.
In additionJoe/ City of course of action that might arise a	Isleton as result of the performance of the	_ is hereby relieved of all re specified services herein.	sponsibility for any
only. Any changes to work to be done. Otherwise y owner, Colin Campbell.	npbell's Tree Service will pe c-order must be approved by ou could be charged full pri Payment due imme le do not accept cr	y office 48 hrs. BEFORE ce on work-order unles ediately upon co	work is schedule ss approved by
Colin's Signature <u>Co</u>	in Campbell	Date	02/03/21























EMERGENCY CALL-OUT NUMBERS

DISTRIBUTION ON-CALL 916-869-7715
PRODUCTION ON-CALL 916-869-8165
ON-CALL SUPERVISOR 916-869-8602

DISTRIBUTION SUPERVISOR – KEVIN FLINT 916-416-3399
PRODUCTION SUPERVISOR – JARED BELL 916-275-4736

CELL DAY

4

Cannabis Business Permit Master List

GREEN = Approved RED = Withdrawn

Date Submitted	Applicant(s)	Applicant's Name	Description	Premises Address	Permit Status	atus
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	Delta Agricultural Holdings LLC.	Maldonado		14719 State Hwy 160	Withdrawn	
07/18/18	Apothek Ventures	Fletcher	Retail/delivery	61 Main Street	PC Meeting	1/16/19
			Cultivation		1st CC Meeting	1/29/29
			Distribution		2nd CC Meeting	1/22/19
ST STEEL IS					OPENED:	6/14/19
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		DELIVERY OPERATION Started	ON Started
08/23/18	River City Farms	Ozomaro	Cultivation	401 6th Street	PC Meeting 3/:	3/17/20
			Distribution	Parameter Committee of the Committee of	1st CC Meeting 3/24/20	24/20
The state of					Pending Parcel Map	
09/18/18	Delta Agricultural holdings, LLC	Maldonado	Manufacturing	402 Jackson Blvd.	PC 6/13/19	
ı			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
The second			Distribution		2nd CC meeting	2/12/19
			AND THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS		LIMITED OPERATION STARTED	N STARTED
11/29/18	101 H Street Group LLC	Maldonado		101 H Street	Withdrawn	
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
	TOWN THE PERSON NAMED IN COLUMN				2nd CC meeting	2/26/19
					OPENED:	2/22/20
	The second secon	The second secon	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	cations				
5/10/2019	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	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
	1 1 m 2 m 2 m 1 m 1 m 1 m 1 m 1 m 1 m 1	Bro 80.0 = 113 - 118	Distribution		1st CC 10/8/19
					2nd CC 10/22/19
11/15/2019	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	ications				
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 10-9-20