



CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers
14050 Olympic Dr, Clearlake, CA

Thursday, August 06, 2026

Regular Meeting 6:00 PM

The City Council meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel (https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA) and the public may participate through Zoom at the link listed below. The public will not be allowed to provide verbal comment during the meeting if attending via Zoom. The public can submit comments in writing for City Council consideration by commenting via the Q&A function in the Zoom platform or by sending comments to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the City Council adequate time to review your comments, you must submit your written emailed comments prior to 4:00 p.m. on the day of the meeting.

AGENDA

MEETING PROCEDURES: *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the City Council prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

Pursuant to Senate Bill 1100 and the City Council Norms and Procedures, any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, shall be removed from the Council Chambers or the Zoom by the sergeant-at-arms or the City Clerk and may be barred from further attendance before the Council during that meeting. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the sergeant-at-arms to remove such offenders from the room.

AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at mswanson@clearlake.ca.us at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

AGENDA REPORTS

Staff reports for each agenda item are available for review at www.clearlake.ca.us. Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at www.clearlake.ca.us.

Zoom Link:

Join from PC, Mac, iPad, or Android:

<https://clearlakeca.zoom.us/j/87204059974?pwd=hanyxJ5QVIAV1aqRLCooeSwCYw1oMR.1>

Passcode:372446

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. INVOCATION/MOMENT OF SILENCE: *The City Council invites members of the clergy, as well as interested members of the public in the City of Clearlake, to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. This opportunity is voluntary and invocations are to be less than three minutes, offered in a solemn and respectful tone, and directed at the City Council. Invitational speakers who do not abide by these simple rules of respect and brevity shall be given a warning and/or not invited back to provide a subsequent invocation for a reasonable period of time, as determined appropriate by the City. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faith represented and practiced among the citizens of Clearlake. If a scheduled invitational speaker does not appear at the scheduled meeting, the Mayor will ask that the City Council observe a moment of silence in lieu of the invocation. More information about the City's invocation policy is available upon request by contacting the Administrative Services Director/City Clerk at (707) 994-8201x106 or via email at mswanson@clearlake.ca.us.*

D. ADOPTION OF THE AGENDA *(This is the time for agenda modifications.)*

E. PUBLIC COMMENT: *This is the time for any member of the public to address the City Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. **The Brown Act, with limited exceptions, does not allow the Council or staff to discuss issues brought forth under Public Comment.** The Council cannot take action on non-agenda items. Concerns may be referred to staff or placed on the next available agenda. Please note that comments from the public will also be taken on each agenda item. Comments shall be limited to three (3) minutes per person.*

F. CONSENT AGENDA: *All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one motion. There will be no separate discussion of these items unless a member of the Council requests otherwise, or if staff has requested a change under Adoption of the*

Agenda, in which case the item will be removed for separate consideration. Any item so removed will be taken up following the motion to approve the Consent Agenda.

1. Authorization to Renew the City's Existing Agreement with OpenGov for Cartegraph Asset Management and Public Works Service Request Software
Recommended Action: Approve the annual renewal in the amount of \$26,437.00.
2. Authorization of an Amendment of Contract with California Engineering for Environmental Planning and Compliance Services in Support of Clearlake's Airport Redevelopment Project.
Recommended Action: Move to amend the on-call contract with California Engineering Company in the amount of \$73,415.70.
3. Minutes
Recommended Action: Receive and file
4. Warrants
Recommended Action: Receive and file

G. BUSINESS

5. Discussion and Consideration of a Clear Lake Watershed and Chi Memorandum of Understanding Co-Management Agreement
Recommended Action: Approve the Agreement and Authorize the City Manager to Execute
6. Introduction and First Reading of Ordinance No. 288-2026 Amending Section 18-19.280 (Vacation Rentals) of the Clearlake Municipal Code
Recommended Action: Introduce Ordinance No. 288-2026 by title only, waive further reading, and set the second reading and adoption for the next regular Council meeting.
7. Introduction and First Reading of Ordinance No. 289-2026 Adding Article 9-5 (Supplemental Real Property Transfer Disclosures) to Chapter IX (Building and Housing) of the Clearlake Municipal Code.
Recommended Action: Introduce Ordinance No. 289-2026 by title only, waive further reading, and set the second reading and adoption for the next regular Council meeting.
8. Consideration of Amendments to the Management Benefit Plan; Resolution No. 2026-30
Recommended Action: Adopt resolution
9. Consideration of Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference in September 2026
Recommended Action: Designate one voting delegate and up to two (2) alternates

H. CITY MANAGER AND COUNCILMEMBER REPORTS

I. FUTURE AGENDA ITEMS

J. CLOSED SESSION

(10) Conference with Legal Counsel: Existing Litigation: Pursuant to Government Code Section 54956.9(d)(1): Case No. CV-425596: City of Clearlake v. Highlands Mutual Water Company, et al., Lake County Superior Court

(11) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code § 54956.9(d)(4): (1 case)

K. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION

L. ADJOURNMENT

POSTED: August 3, 2026

BY:



Melissa Swanson, Administrative Services Director/City Clerk



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Authorization to Renew the City's Existing Agreement with OpenGov for Cartegraph Asset Management and Public Works Service Request Software

MEETING DATE:
August 6, 2026

SUBMITTED BY: Adeline Leyba, Public Works Director

PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☐ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve the one-year renewal of the City's existing agreement with OpenGov for Cartegraph asset management and public works service request software and related services in an amount of \$26,437.00.

BACKGROUND/DISCUSSION:

The city currently utilizes Opengov Cartegraph platform to support the management of public works assets and service requests. The platform provides staff with a centralized system for tracking City assets, maintenance activities, work orders, service requests, and related operational information.

The system assists staff with:

- Maintaining an inventory of City-owned assets and infrastructure;
- Tracking asset conditions, maintenance history, and service needs;
- Receiving, documenting, assigning, and tracking public works service requests;
- Creating and managing work orders;
- Improving communication and coordination among staff;
- Maintaining consistent records of maintenance and repair activities; and
- Providing information to assist with maintenance planning, prioritization, and future budgeting decisions.

Continued use of the system allows staff to maintain consistency in the City's asset management and public works service request processes.

The current agreement is scheduled for renewal, and staff recommends continuing the City's Cartegraph platform through renewal of the existing agreement with Opengov.

OPTIONS:

1. Move to approve the annual renewal in the amount of \$26,437.00
2. Other Direction to Staff.

FISCAL IMPACT:

☐ None ☒ \$26,437.00 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other: Gas Tax

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Economic Development
- ☒ Goal #2: Public Facilities and Infrastructure
- ☐ Goal #3: Celebrate Clearlake
- ☐ Goal #4: Clean
- ☐ Goal #5: Fiscal Sustainability
- ☐ Goal #6: Safe

SUGGESTED MOTIONS:

No action needed.

☐ **Attachments:**



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Authorization of an Amendment of Contract with California Engineering for Environmental Planning and Compliance Services in Support of Clearlake's Airport Redevelopment Project.

MEETING DATE:
August 6, 2026

SUBMITTED BY: Adeline Leyba, Public Works Director

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve an amendment to the current on-call contract with California Engineering Company in the amount of \$73,415.70.

BACKGROUND/DISCUSSION:

The city currently has an on-call list of engineers for various engineering needs. Each individual contract has a clause containing a not-to-exceed \$200,000 amount. California Engineering Company, Inc. (CEC), in collaboration with Price Consulting Services and A&M Environmental Services (collectively referred to as the "CEC Team"), has teamed to provide comprehensive environmental planning and compliance services (NEPA), for the Clearlake Airport Redevelopment Project (ARP). The CEC Team combines expertise in environmental review, regulatory compliance, and site assessment to support successful project delivery. Due to federal funding under the Community Development Block Grant, this project requires compliance with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) in addition to completion of a Phase I of a Phase I Environmental Site Assessment. Any amount exceeding \$200,000 is required to be authorized by a written amendment. To move forward with this contract, staff is requesting approval to authorize the contract amount of \$73,415.70.

OPTIONS:

1. Move to amend the contract with California Engineering Company in the amount of \$73,415.70.
2. Other direction

FISCAL IMPACT:

☐ None ☒ \$73,415.70 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other:

Comments:

STRATEGIC PLAN IMPACT:

- ☒ Goal #1: Economic Development
- ☒ Goal #2: Public Facilities and Infrastructure
- ☐ Goal #3: Celebrate Clearlake
- ☐ Goal #4: Clean
- ☐ Goal #5: Fiscal Sustainability
- ☐ Goal #6: Safe

SUGGESTED MOTIONS:

Move to amend the on-call contract with California Engineering Company in the amount of \$73,415.70.

☐ **Attachments:**



CITY COUNCIL REGULAR MEETING

**Clearlake City Hall Council Chambers
14050 Olympic Dr, Clearlake, CA**

Thursday, July 16, 2026

Regular Meeting 6:00 PM

MINUTES

A. ROLL CALL

PRESENT

Mayor Dirk Slooten

Councilmember Russ Cremer

Councilmember Jessica Hooten

Councilmember Mary Wilson

ABSENT

Vice Mayor Tara Downey

B. PLEDGE OF ALLEGIANCE

C. INVOCATION/MOMENT OF SILENCE

D. ADOPTION OF THE AGENDA

Motion made by Councilmember Cremer, Seconded by Councilmember Wilson.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

E. PRESENTATIONS

1. Presentation of July's Adoptable Dogs

2. Presentation by Lake County Behavioral Health Services

F. PUBLIC COMMENT

Amanda Barrios spoke regarding the need for a new or refurbished skatepark.

G. CONSENT AGENDA

Motion made by Councilmember Cremer, Seconded by Councilmember Hooten.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

3. Authorization of an Amendment of Contract with Green Valley Consulting Engineers for Inspection Services for the Dam Road Roundabout Project
Recommended Action: Move to amend the contract with Green Valley Consulting Engineers in the amount of \$214,900.
4. Consideration of an Agreement with MGT Impact Solutions for the Purchase and Installation of a Verkada Video Surveillance System at Redbud Park and Authorizing the City Manager to Execute the Necessary Agreements.
5. Consideration of Adoption of an Amendment to the FY 2026-27 Budget (Resolution 2026-22); Resolution No. 2026-28
Recommended Action: Adopt resolution
6. Warrants
Recommended Action: Receive and file
7. Lake County Vector Control Board Minutes
Recommended Action: Receive and file
8. Minutes
Recommended Action: Receive and file
9. Notification of Expiring Committee Appointments
Recommended Action: Receive and file
10. Consideration of Resolution No 2026-26, A Resolution of the City of Clearlake, Approving a Temporary Closure of Lakeshore Drive in the City of Clearlake on Friday, July 31 and Saturday, August 1, 2026, for the Purpose of Conducting Shakespeare at the Lake: Two Gentlemen of Verona Special Event
Recommended Action: Adopt resolution
11. Consideration of Resolution No 2026-25, A Resolution of the City of Clearlake, Approving a Temporary Closure of Austin Road in the City of Clearlake on August 29, 2026, for the Purpose of Conducting the Community Blessings Day Special Event
Recommended Action: Adopt resolution
12. Consideration of Amendment of Agreement with Lucy & Co for FY 2026-27
Recommended Action: Approve Agreement and Authorize City Manager to Execute

H. BUSINESS

13. Discussion and Consideration of a Partnership with Lake County Fire Protection District and CalFire Regarding a Local Government Wildland Agreement
Recommended Action: Authorize City Manager to Execute an Agreement with Lake County Fire Protection District Regarding a Local Government Wildland Agreement

City Manager Flora gave the staff report. It was the consensus of the Council to appropriate funding to assist with the cost of the agreement, up to 25%.

Motion made by Councilmember Cremer, Seconded by Councilmember Hooten.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

14. Discussion and Consideration of a Memorandum of Understanding (MOU) with the Konocti Unified School District (KUSD) for the School Resource Officer Program

Lieutenant Snyder gave the staff report.

Motion made by Councilmember Hooten, Seconded by Councilmember Wilson.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

15. Discussion and Consideration of Resolution 2026-27, Supporting the Lake County Sanitation District's Proposed Interim Governance Reorganization
Recommended Action: Adopt Resolution 2026-27

City Manager Flora gave the staff report.

Motion made by Councilmember Cremer, Seconded by Councilmember Wilson.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

16. Ratification of the Appointment of the Mayor and the Mayor's Appointee to Serve on the Restructured Lake County Sanitation District (LACOSAN) Board of Directors
Recommended Action: Ratify the Mayor and the Mayor's Appointee to serve on the restructured LACOSAN Board

Director Swanson gave the staff report.

Motion to ratify Mayor Slooten and Council Member Hooten to serve on the restructured LACOSAN Board.

Motion made by Councilmember Cremer, Seconded by Councilmember Wilson.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

17. Consideration of Adoption of Resolution No. 2026-29, Calling For and Giving Notice of the General Municipal Election
Recommended Action: Adopt resolution

Director Swanson gave the staff report.

Motion made by Mayor Slooten, Seconded by Councilmember Cremer.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

18. Consideration of Adoption of a Memorandum of Understanding (MOU) with the Clearlake Police Officer Association (CPOA) for July 1, 2026 through June 30, 2027
Recommended Action: Adopt MOU and authorize the City Manager to sign

Director Swanson gave the staff report.

Motion made by Councilmember Cremer, Seconded by Councilmember Hooten.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

19. Consideration of Cost of Living Adjustment for Management Employees and Corresponding Update to the City Salary Schedule
Recommended Action: Authorize a Salary Adjustment for management employees consistent with the Management Benefit Plan and authorize the updated Salary Schedule

City Manager Flora gave the staff report.

Motion made by Councilmember Cremer, Seconded by Councilmember Wilson.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

I. CITY MANAGER AND COUNCILMEMBER REPORTS

J. FUTURE AGENDA ITEMS

K. CLOSED SESSION

- (20) Conference with Legal Counsel: Existing Litigation: Pursuant to Government Code Section 54956.9(d)(1): Case No. CV-425596: City of Clearlake v. Highlands Mutual Water Company, et al., Lake County Superior Court

No action was taken on this closed session item.

- (21) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code § 54956.9(d)(4): (1 case)

No action was taken on this closed session item.

- (22) Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6: Agency designated representatives: City Manager Flora, Administrative Services Director Swanson; Employee Organization: Clearlake Middle Management Association

No action was taken on this closed session item.

- (23) LIABILITY CLAIMS-Claimant Angela Rogers; Agency Claimed Against: City of Clearlake (Govt Code §54961)

Motion to deny the claim.

Motion made by Councilmember Cremer, Seconded by Councilmember Wilson.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

- (24) LIABILITY CLAIMS-Claimant John Joseph Hall; Agency Claimed Against: City of Clearlake (Govt Code §54961)

Motion to deny the claim.

Motion made by Councilmember Hooten, Seconded by Councilmember Cremer.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

- (25) LIABILITY CLAIMS-Claimant Sabrina Serrano, as the Mother of R.D., a Minor; Agency Claimed Against: City of Clearlake (Govt Code §54961)

Motion to deny the claim.

Motion made by Councilmember Cremer, Seconded by Councilmember Wilson.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

- (26) LIABILITY CLAIMS-Claims Related to the Robin Lane Sewer Spill; Claimants Sabrina Serrano, Dimitrios Zaariudakis, and Kaylee Martin; Agency Claimed Against: City of Clearlake (Govt Code §54961)

Motion to deny the claims.

Motion made by Councilmember Cremer, Seconded by Councilmember Hooten.

Voting Yea: Mayor Slooten, Councilmember Cremer, Councilmember Hooten, Councilmember Wilson

L. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION

M. ADJOURNMENT

The meeting was adjourned at 8:25 p.m.



Melissa Swanson, Administrative Services Director/City Clerk



Clearlake, CA

Section F, Item 4.

Check Register

Packet: APPKT04591 - 7/22/26 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
VEN01085	ACC BUSINESS	07/22/2026	Regular	0.00	618.78	21794
VEN01085	ACC BUSINESS	07/22/2026	Regular	0.00	618.78	21795
000591	ACTION SANITARY	07/22/2026	Regular	0.00	957.00	21796
001138	ADVENTIST HEALTH	07/22/2026	Regular	0.00	39.00	21797
001423	ALLIANT INSURANCE SERVICES INC	07/22/2026	Regular	0.00	329.00	21798
VEN01553	ALVAREZ PERFORMANCE LLC-DBA A	07/22/2026	Regular	0.00	2,320.00	21799
VEN01642	BAMBI CLINE	07/22/2026	Regular	0.00	51.09	21800
VEN01351	BKF ENGINEERS	07/22/2026	Regular	0.00	2,818.50	21801
VEN01734	BLUECYCLE TECHNOLOGIES LLC	07/22/2026	Regular	0.00	296,450.00	21802
000068	BOB'S JANITORIAL	07/22/2026	Regular	0.00	195.49	21803
002328	CALAFCO	07/22/2026	Regular	0.00	2,335.00	21804
VEN01312	CAPITOL BARRICADE INC.	07/22/2026	Regular	0.00	3,737.14	21805
000024	CLEARLAKE POLICE ASSOCIATION	07/22/2026	Regular	0.00	1,920.00	21806
001424	CLEARLAKE WASTE SOLUTIONS	07/22/2026	Regular	0.00	22,151.80	21807
002021	CO OF LAKE ENVIRONMENTAL HEAL	07/22/2026	Regular	0.00	72.00	21808
002021	CO OF LAKE ENVIRONMENTAL HEAL	07/22/2026	Regular	0.00	72.00	21809
002370	CODE PUBLISHING CO	07/22/2026	Regular	0.00	258.50	21810
000548	COMPUTER LOGISTICS	07/22/2026	Regular	0.00	195.00	21811
000548	COMPUTER LOGISTICS	07/22/2026	Regular	0.00	1,870.00	21812
000548	COMPUTER LOGISTICS	07/22/2026	Regular	0.00	3,670.00	21813
002392	DE LAGE LANDEN PUBLIC FINANCE	07/22/2026	Regular	0.00	2,152.58	21814
000160	DEPT OF JUSTICE	07/22/2026	Regular	0.00	245.00	21815
000160	DEPT OF JUSTICE	07/22/2026	Regular	0.00	49.00	21816
001835	DIRK SLOOTEN	07/22/2026	Regular	0.00	100.00	21817
VEN01126	ECORP CONSULTING INC	07/22/2026	Regular	0.00	840.00	21818
000004	EDWARD A ROBEY JR	07/22/2026	Regular	0.00	100.00	21819
VEN01736	ERICK PEREZ	07/22/2026	Regular	0.00	600.00	21820
000120	FED EX	07/22/2026	Regular	0.00	66.70	21821
VEN01239	FELIPE FERNANDEZ	07/22/2026	Regular	0.00	150.00	21822
001769	FULL SOURCE	07/22/2026	Regular	0.00	101.67	21823
000096	GOLDEN STATE WATER COMPANY	07/22/2026	Regular	0.00	427.78	21824
000096	GOLDEN STATE WATER COMPANY	07/22/2026	Regular	0.00	1,353.46	21825
000096	GOLDEN STATE WATER COMPANY	07/22/2026	Regular	0.00	212.80	21826
000096	GOLDEN STATE WATER COMPANY	07/22/2026	Regular	0.00	51.37	21827
VEN01563	GRANITE FINANCIAL SOLUTIONS INC	07/22/2026	Regular	0.00	3,543.00	21828
000121	HIGHLANDS WATER COMPANY	07/22/2026	Regular	0.00	63.77	21829
001949	ICE WATER DISTRIBUTORS INC	07/22/2026	Regular	0.00	87.20	21830
VEN01317	JACOB WHEELER	07/22/2026	Regular	0.00	500.00	21831
001939	JIM SCHOLZ	07/22/2026	Regular	0.00	100.00	21832
002274	JOHN R BENOIT	07/22/2026	Regular	0.00	468.75	21833
002272	KENNETH W PARLET II	07/22/2026	Regular	0.00	100.00	21834
VEN01537	KIRSTEN PRIEBE	07/22/2026	Regular	0.00	100.00	21835
000304	KONOCI COUNTY WATER DISTRICT	07/22/2026	Regular	0.00	146.77	21836
000304	KONOCI COUNTY WATER DISTRICT	07/22/2026	Regular	0.00	388.10	21837
000304	KONOCI COUNTY WATER DISTRICT	07/22/2026	Regular	0.00	154.16	21838
000304	KONOCI COUNTY WATER DISTRICT	07/22/2026	Regular	0.00	391.31	21839
000304	KONOCI COUNTY WATER DISTRICT	07/22/2026	Regular	0.00	119.21	21840
000304	KONOCI COUNTY WATER DISTRICT	07/22/2026	Regular	0.00	102.04	21841
000108	LAKE COUNTY RECORD BEE	07/22/2026	Regular	0.00	180.66	21842
002083	LAKE COUNTY WATER RESOURCES	07/22/2026	Regular	0.00	365.95	21843
VEN01545	LARKYN E FEILER	07/22/2026	Regular	0.00	5,616.59	21844
002280	LAW OFFICES OF P SCOTT BROWNE	07/22/2026	Regular	0.00	2,046.43	21845
001814	LENAHAN LEE SLATER AND PEARSE	07/22/2026	Regular	0.00	1,600.00	21846
VEN01735	MARIA MOSQUEDA	07/22/2026	Regular	0.00	960.00	21847

Check Register

Packet: APPKT04591-7

Section F, Item 4.

A

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01737	MARIO LOPEZ	07/22/2026	Regular	0.00	750.00	21848
VEN01329	MCGRATH RENTCORP AND SUBSIDIA	07/22/2026	Regular	0.00	1,282.66	21849
000793	MEDIACOM	07/22/2026	Regular	0.00	372.33	21850
001392	OFFICE DEPOT	07/22/2026	Regular	0.00	388.63	21851
001286	PAPE MACHINERY	07/22/2026	Regular	0.00	1,065.14	21852
000711	PURCHASE POWER	07/22/2026	Regular	0.00	1,046.99	21853
002031	REDWOOD COAST PETROLEUM & N	07/22/2026	Regular	0.00	273.86	21854
VEN01255	REDWOOD EMPIRE MUNICIPAL INSL	07/22/2026	Regular	0.00	195.20	21855
VEN01064	SAMSARA NETWORKS INC	07/22/2026	Regular	0.00	17,528.80	21856
VEN01336	SSA LANDSCAPE ARCHITECTS INC.	07/22/2026	Regular	0.00	1,640.75	21857
002273	STACEY MATTINA	07/22/2026	Regular	0.00	100.00	21858
000708	VALIC LOCKBOX	07/22/2026	Regular	0.00	470.00	21859

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	69	66	0.00	389,277.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	69	66	0.00	389,277.74

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2026	389,277.74
			389,277.74



Clearlake, CA

Check Register

Packet: APPKT04593 - 7/23/26 CONCERT CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
VEN01672	BERNARD J BERSAMINA	07/23/2026	Regular	0.00	2,250.00	21860

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,250.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	2,250.00

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2026	2,250.00
			2,250.00



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Discussion and Consideration of a Clear Lake Watershed and Chi Memorandum of Understanding Co-Management Agreement

MEETING DATE:
August 6, 2026

SUBMITTED BY: Alan D. Flora, City Manager

PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Discussion regarding the Clear Lake Watershed Co-Management Agreement and authorize the City Manager to execute the agreement.

BACKGROUND AND DISCUSSION

Clear Lake is a vital environmental, cultural, recreational, and economic resource for the City of Clearlake and the greater Lake County community. The health of the lake directly affects local drinking-water systems, shoreline neighborhoods, public parks, recreation, tourism, businesses, and the overall quality of life of City residents.

Management responsibility for Clear Lake and its watershed is divided among numerous tribal governments, local agencies, state and federal agencies, water suppliers, and other organizations. No single entity has complete jurisdiction, authority, information, or resources to independently address the lake's complex and interconnected challenges.

Those challenges include harmful algal blooms, nutrient loading, water-quality impairments, invasive species, sedimentation, shoreline and wetland degradation, mercury contamination, drought, wildfire impacts, flooding, and declining habitat for native species such as the Clear Lake hitch.

The proposed Clear Lake Watershed Co-Management Agreement establishes a voluntary framework for participating governments and agencies to improve communication, share information, coordinate planning, identify common priorities, and pursue collaborative funding and restoration opportunities.

The agreement is intended to support cooperation rather than create a new regulatory agency. It does not transfer the City's legislative, regulatory, land-use, contractual, police, or proprietary authority to another entity. It also does not authorize another participant to act on behalf of the City or commit City funds without separate approval.

Participation in the agreement would help ensure that the City of Clearlake has a meaningful voice in regional discussions and decisions affecting the lake. The City has a substantial interest in watershed management because of its extensive shoreline, public parks and beaches, drinking-water needs, stormwater infrastructure, recreational opportunities, and economic dependence on the lake.

The agreement would also improve the City's ability to advocate for projects and funding that directly benefit Clearlake residents, including water-quality improvements, shoreline restoration, public access, habitat protection, infrastructure, recreation, and climate-resilience projects.

The agreement recognizes tribal governments as governmental partners and acknowledges their cultural, ecological, and historical connection to Clear Lake. Tribal participation brings important traditional ecological knowledge and technical expertise to the management of the watershed while preserving the sovereignty and independent authority of all participating governments.

Staff recommends that the City's approval remain conditioned on provisions confirming that the agreement is voluntary and nonbinding. The agreement should preserve each party's existing jurisdiction, legal rights, property rights, water rights, and regulatory authority; prohibit one party from binding another without written authorization; require separate approval for future financial commitments; and allow the City to withdraw in accordance with the agreement's terms.

Any future project, expenditure, contract, grant commitment, or regulatory action developed through the co-management process would be subject to separate City approval and all applicable environmental, permitting, contracting, and public-notice requirements.

OPTIONS:

1. Approve the Agreement and Authorize the City Manager to Execute.
2. Direction to Staff.

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Economic Development
- ☒ Goal #2: Public Facilities and Infrastructure
- ☒ Goal #3: Celebrate Clearlake
- ☒ Goal #4: Clean
- ☐ Goal #5: Fiscal Sustainability
- ☒ Goal #6: Safe

☒ **Attachments:** 1. Draft Co-Management Agreement

Clear Lake Watershed and *Chi* Memorandum of Understanding Co-Management Agreement

The following Parties hereby enter into this Memorandum of Understanding Co-Management Agreement (Agreement) for the stewardship and co-management of Clear Lake watershed and the Clear Lake hitch (most commonly also known as the *Chi* in Pomo or *Şátti* in Lake Miwok) as of the date of the latest signature below: Habematolel Pomo of Upper Lake, Robinson Rancheria of Pomo Indians of California, Big Valley Band of Pomo Indians, Middletown Rancheria of Pomo Indians of California, Scotts Valley Band of Pomo Indians, Elem Indian Colony, Koi Nation of Northern California (collectively “Federally Recognized Tribal Parties”), the California Natural Resources Agency (CNRA), the California Environmental Protection Agency (CalEPA), the California Department of Fish and Wildlife (CDFW), the California Department of Parks and Recreation (State Parks), the California State Lands Commission (SLC), the California Conservation Corps (CCC), the California State Water Resources Control Board (State Water Board), the Central Valley Regional Water Quality Control Board (Central Valley Water Board), the County of Lake, Lake County Watershed Protection District, the City of Clearlake, and the City of Lakeport (collectively “Non-Tribal Parties”)(all parties to the Agreement collectively “Parties” and individually “Party”)(Appendix 1).

Intent and Purpose

Clear Lake and its watershed sit at the heart of the ancestral homelands of Pomo and Lake Miwok peoples, whose cultures, economies, and identities have been shaped by these waters for millennia. The *Chi* (*Şátti*), also known as the Clear Lake hitch, is not only a native species—it is a cultural relative and a teacher—and we all have a responsibility to the species, Clear Lake, and each other. Yet today *Chi* (*Şátti*) populations persist in a system stressed by climate change, altered hydrology, legacy contamination, invasive species, fragmented governance, and historic injustice. These challenges cannot be solved by any single government acting alone. They must be addressed by a collective commitment to action.

This Agreement is not legally binding nor is it intended to be the final form of co-management. It is a written resource of the Parties commitment to continue strengthening a collaborative working relationship that builds on the regional efforts of past and present leaders and experts. This Agreement establishes a shared path toward stronger coordination, more meaningful power-sharing, and durable working relationships capable of restoring *Chi* (*Şátti*), healing waters, and rebuilding trust.

This Agreement commits the Parties to: (a) clarifying roles and responsibilities to work together more effectively (Appendix 2); (b) describing the planning and coordination tools that function as living documents for organization,

accountability, and coordination; and (c) a sustained, long-term effort for the health of the *Chi (Şátti)*, the watershed, and Clear Lake communities.

Recitals

WHEREAS the Parties recognize the urgent need for coordinated action to recover *Chi (Şátti)* populations and address harmful algal blooms, legacy mercury contamination, watershed degradation, and other environmental challenges affecting the Clear Lake watershed;

WHEREAS federally recognized tribal governments are sovereign governments with inherent authority and cultural responsibilities tied to the stewardship of the Clear Lake watershed;

WHEREAS the State of California has acknowledged historical injustices experienced by tribal communities and has expressed a commitment to expanding opportunities for tribal co-management of ancestral lands and waters;

WHEREAS Government Code Section 11019.82 (AB 1284 Ramos (2024)) “encourages the Natural Resources Agency to enter into cogovernance and comanagement agreements with federally recognized tribes” and defines “comanagement” as “a collaborative effort established through an agreement in which two or more sovereigns mutually negotiate, define, and allocate amongst themselves the sharing of management functions and responsibilities for a given territory, area, or set of natural resources”;

WHEREAS multiple agencies and jurisdictions hold authorities related to water, land, wildlife, public health, and environmental protection in the Clear Lake watershed;

WHEREAS effective recovery of the *Chi (Şátti)* and improvement of watershed health requires coordination across sovereign governments, agencies, and local jurisdictions;

WHEREAS in 2017, Assembly Bill 707 (Aguiar-Curry 2017) established the 15-member Blue Ribbon Committee for the Rehabilitation of Clear Lake with appointed representatives from California Native American tribes, County of Lake, UC Davis and the Central Valley Regional Water Quality Control Board, and Lake County organizations with expertise in agriculture, economic development, environment and public water supplies to study and recommend projects to rehabilitate Clear Lake and improve Lake County’s economy, ecosystem, and heritage;

WHEREAS in September 2022, the Big Valley Band of Pomo Indians, Habematolel Pomo of Upper Lake, Middletown Rancheria of Pomo Indians of California, Robinson Rancheria of Pomo Indians of California, Scotts Valley Band of Pomo Indians, and CDFW created the Clear Lake Hitch Task Force (Task Force) in response to a request from California Native American tribes’ for emergency response to prevent the extinction of the *Chi (Şátti)* and to ensure that tribal governments have meaningful and timely input on resource management decisions and courses of action;

WHEREAS in 2023, other state and local government agencies, including the State

Water Board, joined the Task Force and California recognized the drought-related harm to native fish in the Clear Lake Watershed through Executive Order N-5-23, which directed state agencies to work with Native American tribes in the Clear Lake watershed.

WHEREAS in 2026, CDFW began the process to develop the Clear Lake Hitch Recovery Plan under California Fish and Game Code §2079.1 in partnership with representatives serving on the Task Force.

WHEREAS the Task Force has coordinated conservation, monitoring, and management actions intended to prevent further decline, and enable the recovery of *Chi (Şátti)* across local, state, and federal agencies, and tribal governments and provided immediate and long-term coordination, support, and response to declining hitch populations;

WHEREAS the Parties have identified the following core objectives during the February 2026 Clear Lake Hitch Summit necessary to pursue meaningful co-management of the Clear Lake watershed and *Chi (Şátti)*:

- A. **Strategic Coordination** - Improve coordination among the Parties to reduce duplication, align priorities, and establish consistent planning and communication processes.
- B. **Addressing Historical Wrongs and Elevating Tribal Leadership** - Increase shared understanding of current impacts of historical wrongs and identify tangible actions to bring present day healing for tribal communities.
- C. **Capacity for Funding and Grants Management** - Increase the collective capacity of the Parties to seek, manage, and/or administer grants supporting watershed restoration and *Chi (Şátti)* recovery.
- D. **Enforcement and Compliance** - Strengthen enforcement coordination and communication with the Parties related to water use, pollution, illegal dumping, habitat impacts, illegal cannabis grows, and other activities affecting the Clear Lake watershed.
- E. **Permitting and Regulatory Efficiency** - Promote more efficient permitting pathways, including exploration of programmatic and Cutting Green Tape approaches that can reduce barriers for restoration projects.
- F. **Tribal Leadership and Tribal and Local Workforce Development** - Support increased tribal and local workforce and participation in watershed stewardship and recovery work.
- G. **Communication, Data Sharing, and Accountability** - Improve information sharing, coordination tools, and reporting mechanisms among the Parties, while protecting sensitive and confidential information of the Parties and respecting tribal data sovereignty of the Federally Recognized Tribal Parties. Nothing in this Agreement requires a tribe to disclose confidential, culturally sensitive, proprietary or Traditional Ecological Knowledge absent the Tribe's consent.

NOW, THEREFORE, the Parties agree to the following non-legally binding terms in pursuit of meaningful co-management:

Section I – Areas of Collaboration Pursuant to this Agreement

This Agreement provides the overarching framework for collaboration among the Parties and operates within a multi-level coordination structure that includes the Clear Lake Hitch Task Force discussed in Section III.

The Parties agree to work together on following areas of collaboration.

- A. Identifying and Addressing Historical Wrongs for Present Day Healing
- B. *Chi* (Şátti) Recovery and Habitat Restoration
- C. Water Quality, Harmful Algal Blooms, and Toxins
- D. Native Species Recovery and Invasive Species Control
- E. Enforcement and Watershed Protection
- F. Research, Monitoring, and Knowledge and Data Sharing
- G. Communication, Public Engagement, and Education
- H. Workforce Development and Training

Section II – Geographic Area

This Agreement applies to the Clear Lake watershed and basin, including Clear Lake itself and its tributaries, as depicted in Appendix 3. The Parties recognize that this area lies within the ancestral territories of Pomo and Lake Miwok tribes and represents an interconnected ecological and cultural landscape.

Section III – Related Activities

A. Clear Lake Hitch Task Force

The Parties understand that the Clear Lake Hitch Task Force (Task Force) serves as a coordination and communication forum where tribal representatives and senior-level agency representatives review, develop, and implement recommendations that support recovery and protection of the *Chi* (Şátti). The Parties understand that the Task Force is guided by a Charter (Appendix 4) that describes membership, roles, responsibilities, meeting schedules, and coordination mechanisms, and the role of the Task Force Facilitator. The Parties also understand that the Task Force intends to review and update the Charter every three to five years. However, no party is obligated to undertake any particular action absent separate approval, funding, or legal authority.

B. Annual Work Plan

The Parties to this Agreement understand that the Task Force develops an annual informal work plan (Annual Work Plan) with flexibility to adapt to changing conditions. The Annual Work Plan identifies priority actions for the coming year and guides the work of the Task Force members and working groups. Development of the Annual Work Plan will be done in coordination with the Parties and informed by leadership during the biennial *Chi* Leadership Summit and other meetings as

necessary.

C. Biennial Leadership Summit

The Parties understand that the Task Force coordinates an in-person *Chi (Şátti)* Leadership Summit once every two years where tribal leaders, executive-level agency representatives, and the Parties provide strategic direction, review progress on conservation efforts, and inform priorities for Annual Work Plans.

D. Clear Lake Hitch Recovery Planning

The Parties reaffirm their commitment to the development of the Clear Lake Hitch Recovery Plan, led by the CDFW. The Recovery Plan will serve as a key organizing framework for research, monitoring, restoration, and coordination efforts. The scope of collaboration under this Agreement extends beyond the Recovery Plan's boundaries, requiring ongoing coordination to ensure alignment between these efforts.

Section IV – Sovereign Immunity

- A. Nothing in this Agreement shall be interpreted as a waiver or limitation of the sovereign immunity of any Federally Recognized Tribal Parties participating in this Agreement.
- B. The Parties acknowledge that some contracts, grants, deeds, or other agreements entered into by the Parties as part of implementation of specific actions under this Agreement may require a limited waiver of sovereign immunity. Non-Tribal Parties will inform Federally Recognized Tribal Parties as soon as feasibly possible if a limited waiver of sovereign immunity is required. The need for a limited waiver of sovereign immunity will be determined on a case-by-case basis, dependent on the type and scope of the project, and as required under tribal, federal, and state law.
- C. Non-Tribal Parties will avoid seeking a limited waiver of sovereign immunity when possible. Non-Tribal Parties are committed to working collaboratively with Federally Recognized Tribal Parties on tailoring limited waiver of sovereign immunity terms to support tribal priorities while also meeting the Non-Tribal Parties' legal obligations under all applicable laws.

Section V – Term and Annual Agreement Meeting

- A. This Agreement shall take effect upon the date of the final signature and shall remain in effect for a period of five years and shall automatically renew at the end of each term. The Parties shall meet at the end of each term to determine if any amendments are needed or to terminate the Agreement. If no changes are made upon such meeting at the end of the term, the Parties are not required to re-sign the Agreement.
- B. The Parties shall meet at least annually to discuss the implementation of this Agreement. The Parties are encouraged to meet more frequently and can establish smaller working groups as needed to accomplish the intentions of this Agreement.

Section VI – Additional Terms

- A. **Not Construed Against Drafter.** The Parties acknowledge that they have had an adequate opportunity to review each, and every provision contained in this Agreement, including the opportunity to submit the same to legal counsel for review and comment.
- B. **Amendments in Writing.** This Agreement can only be amended in writing by mutual consent of all Parties. The Parties acknowledge that the scope of the Agreement may be adjusted to meet present and growing needs. Any additional or changed scopes will use the amendment process in this subsection. The amendment process shall be used for the inclusion of additional parties to the Agreement and include new signatories. Changes made to Appendix 2 and Appendix 4 do not require formal amendments to this Agreement. A Party making changes to that Party's section of Appendix 2 commits to notifying all other Parties to the Agreement within 10 days after making the change. The Task Force will inform the Parties at the Biennial Leadership Summit of any changes made to Appendix 4.
- C. **Participation in Similar Activities.** This Agreement in no way restricts the Parties from participating in similar activities with each other or other Native American tribes, public or private agencies, organizations, and individuals who are not parties to this Agreement. In the event of contradicting terms or commitments between different agreements with some of the Parties to this Agreement, the parties involved in the separate agreements shall meet and confer to address contradictions. In the event of a dispute in interpreting contradictions between multiple agreements, the disputing parties agree to follow the Section VI (N) of this Agreement.
- D. **No-Fund Obligation Document.** Nothing in this Agreement shall obligate Parties to transfer or spend any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of such agreements must comply with all applicable statutes and regulations.
- E. **No Legal Obligations, Rights, or Remedies.** This Agreement is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Agreement are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its pledges in light of the Party's individual circumstances, laws, and policies; and each Party is free to withdraw from the Agreement.
- F. **Availability of Personnel and Resources.** This Agreement does not involve the exchange of funds, nor does it represent any obligation of funds by either

Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this Agreement will be assumed by the Party that incurs them, unless otherwise expressly agreed in a separate written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Agreement are subject to the availability of funds, personnel and other resources of each Party.

- G. **Personnel Designated by a Party.** The personnel designated by a Party to facilitate the objectives of this Agreement will work under the orders and responsibilities of that Party at all times maintaining any preexisting employment relationship only with that Party and organization or institution, and not with any other Party.
- H. **Compliance with Applicable Laws.** This Agreement shall be construed consistent with all applicable laws, and activities undertaken in connection with this Agreement shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws. Parties acknowledge that state and local governments are subject to the California Public Records Act, Government Code Section 7920.000 – 7931.000 and may have to disclose information shared pursuant to this Agreement. Federally Recognized Tribal Parties can withhold information protected under tribal or other applicable law.
- I. **Interpretation and Application.** Any differences that may arise in relation to the interpretation or application of this Agreement will be resolved through consultations between the Parties, which will endeavor in good faith to resolve such differences. In the event of a dispute involving the interpretation or implementation of this Agreement, the disputing parties agree to follow the Section VII (N) of this Agreement.
- J. **Responsibility of the Parties.** The Parties and their respective agencies and offices will be responsible for their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives.
- K. **No Third-Party Beneficiaries:** This Agreement is made for the sole benefit of the Parties and no other person or entity shall have any rights or remedies under or by reason of this Agreement. Nothing in this Agreement may be the basis of any third-party challenges or appeals.
- L. **Existing Rights.** The Parties each retain all rights, responsibilities, and authorities provided for by law or the absence thereof and nothing in this Agreement extinguishes any such rights, responsibilities, or authorities. Nothing in this Agreement delegates any rights, responsibilities, or authorities provided by law to any Party. Nothing in this Agreement delegates or otherwise prevents, compromises, or precludes each Party from exercising all rights, responsibilities, or authorities provided by law.
- M. **Assignment.** This Agreement is not assignable to others not party to this Agreement, in whole or in part.

- N. **Disputes.** If a dispute arises involving the interpretation or implementation of this Agreement, the Parties shall meet and confer in a good faith attempt to resolve the dispute.
- a. In a dispute between some, but not all, Parties to the Agreement, the disputing Parties shall meet and confer in good faith at least 60 days after notice of a dispute to resolve the dispute. If the dispute isn't resolved, all Parties shall meet and confer in good faith at least 60 days after receiving notice that the disputing parties were not able to resolve the dispute.
 - b. To the extent possible, all Parties shall ensure that any dispute will not disrupt the intentions and work plans set forth under this Agreement.
- O. **Withdrawal.** A Party may withdraw from this Agreement for any reason upon 60 days written notice to all other Parties; the withdrawal of one Party will not terminate the Agreement for the other Parties still signed in effect.
- P. **Termination.** The Agreement terminates if all Parties withdraw from the Agreement or if only one Party remains still signed in effect.
- Q. **Authorized Representatives.** By signature below, each Party certifies that the individuals listed in this Agreement as representatives of that Party are authorized to act for the Party in the respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Habematolel Pomo of Upper Lake

By: _____

Danielle Cirelli, Chairperson

Date: _____

Robinson Rancheria of Pomo Indians of California

By: _____

Sonja Drace Poe, Chairperson

Date: _____

Big Valley Band of Pomo Indians

By: _____

Date: _____

Flaman McCloud, Chairperson

Middletown Rancheria of Pomo Indians of California

By: _____

Date: _____

Jose "Moke" Simon III, Chairperson

Scotts Valley Band of Pomo Indians

By: _____

Date: _____

Shawn Davis, Tribal Chairman

Elem Indian Colony

By: _____

Date: _____

Agustin Garcia, Chairperson

Koi Nation of Northern California

By: _____

Date: _____

Darin Beltran, Chairperson

California Natural Resources Agency

By: _____

Date: _____

Wade Crowfoot, Secretary

California Environmental Protection Agency

By: _____ Date: _____
Yana Garcia, Secretary

California Department of Fish and Wildlife

By: _____ Date: _____
Meghan Hertel, Director

California Department of Parks and Recreation

By: _____ Date: _____
Armando Quintero, Director

State Lands Commission

By: _____ Date: _____
Matthew Dumlao, Executive Officer

California Conservation Corps

By: _____ Date: _____
Jarred “JP” Patton, Director

California State Water Resources Control Board

By: _____ Date: _____
Eric Oppenheimer, Executive Director

Central Valley Regional Water Quality Control Board

By: _____ Date: _____
Patrick Pulupa, Executive Officer

Department of Pesticide Regulation

By: _____ Date: _____
Karen Morrison, Director

Department of Toxic Substance Control

By: _____ Date: _____
Katherine Butler, Director

Office of Environmental Health and Hazard Assessment

By: _____ Date: _____
Kristina (Kris) Thayer, Director

California's Department of Resources Recycling and Recovery

By: _____ Date: _____
Zoe Heller, Director

County of Lake

By: _____ Date: _____
Susan Parker, County Administrative Officer

Lake County Watershed Protection District

By: _____ Date: _____
Pawan Upadhyay, Water Resources Director

City of Lakeport

By: _____ Date: _____
Brandon Disney, Mayor

City of Clearlake

By: _____ Date: _____
Alan Flora, City Manager

DRAFT

Appendix 1 – Participating Governments

1. Habematolel Pomo of Upper Lake
2. Robinson Rancheria of Pomo Indians of California
3. Big Valley Band of Pomo Indians
4. Middletown Rancheria of Pomo Indians of California
5. Scotts Valley Band of Pomo Indians
6. Elem Indian Colony
7. Koi Nation of Northern California
8. California Natural Resources Agency
9. California Environmental Protection Agency
10. California Department of Fish and Wildlife
11. California Department of Parks and Recreation
12. California State Lands Commission
13. California Conservation Corps
14. California State Water Resources Control Board
15. Central Valley Regional Water Quality Control Board
16. Department of Pesticide Regulation
17. Department of Resources Recycling and Recovery
18. Department of Toxic Substances Control
19. Office of Environmental Health and Hazard Assessment
20. County of Lake
21. Lake County Watershed Protection District
22. City of Clearlake
23. City of Lakeport

Appendix 2 – Party Contributions and Points of Contact

Each Party shall include and update at least annually during the annual Agreement meeting the following information:

- A. Areas of Interest or Influence in *Chi* (Şatti) Recovery
- B. Current Commitments and Activities
- C. Coordination Roles or Responsibilities
- D. Primary Point of Contact
- E. Secondary Point of Contact

DRAFT

Habematolel Pomo of Upper Lake

Habematolel is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the tribe's adopted modern day constitution on May 12, 2004, and the Chairperson of the Executive Council acts on behalf of Habematolel and designates their Environmental Director as authorized tribal representatives for the purposes of implementation of this Agreement;

Areas of Interest or Influence in *Chi (Şátti)* Recovery

- Implementation of projects prioritizing the Clear Lake hitch.

Current Commitments and Activities

- Conservation of native species.
- Invasive species management in the riparian corridor of the Middle-Scotts Creek Watershed.
- Collecting and analyzing data of the Clear Lake hitch and its habitat.

Coordination Roles or Responsibilities

- Actively participating in this Agreement, including the annual Agreement meeting.
- Coordinate community action through environmental education and outreach.

Primary Point of Contact for the Agreement

- Name: Daniella Cazares
- Title: Environmental Director
- Email: dcazares@hpultribe-nsn.gov
- Phone Number: (707)900-6938

Secondary Point of Contact for the Agreement

- Name: Michael Marcks
- Title: Vice Chair, Executive Council
- Email: mmarcks@hpultribe-nsn.gov
- Phone Number: (707)900-6907

Robinson Rancheria of Pomo Indians of California

Robinson Rancheria is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the U.S. Bureau of Indian Affairs (BIA) and the Chairperson of the Tribal Council acts on behalf of Robinson Rancheria and designates the Fish and Wildlife Director for the Danoxa Fish and Wildlife Department as authorized tribal representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- Habitat Restoration and Assessment
- Genetic Analysis
- Life cycle difference between sub-populations
- Interactions with predators
- Eco-system function

Current Commitments and Activities

- Monitoring during invasive species projects
- Monitoring as sub-contractors on other projects
- Fish rescue and salvage events.
- Consulting on activities that would affect the ecology of the hitch

Coordination Roles or Responsibilities

- Interagency and Tribal Coordination
- Fisheries Monitoring and Data Integration
- Habitat Restoration Coordination
- Spawning and Migration Monitoring
- Research and Special Studies Coordination
- Grant Development and Project Management
- Community Outreach and Education
- Regulatory and Policy Coordination
- Data Management and Reporting

Primary Point of Contact for the Agreement

- Name: Luis Santana
- Title: Fish and Wildlife Director
- Email: lsantana@rrcbc-nsn.gov
- Phone Number: (707)572-9688

Big Valley Band of Pomo Indians

Big Valley Band is a sovereign, self-governing, federally recognized American Indian Tribe as defined by Department of the Interior and the Chairperson of the Tribal Council acts on behalf of Big Valley Band and designates Flaman McCloud, Jr as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- The Tribe's participation in this Co-Management Agreement upholds its connections and responsibilities to Clear Lake and its watershed. Under this Agreement, the Tribe's core priorities include ensuring the health of human communities, culturally significant plants and animals, Clear Lake's water quality, and the broader ecosystem, thereby supporting the sustainable use of resources for both economic vitality and the preservation of cultural heritage.
 1. The Tribe identifies the recovery of Chi as a central cultural and ecological stewardship priority, recognizing the species as vital to Tribal identity, traditional practices, and subsistence.
 2. In order to better understand ecosystem health to support the Chi and the watershed, the Tribe has developed a water/tissue monitoring program that documents water chemistry, harmful algal blooms, invasive species, pollutants such as pesticides, VOCs and stormwater runoff. This program will continue to operate to document the water quality and impacts on Chi and human usage.
 3. The Tribe has noted water depletions for the past several decades in the Big Valley subwatershed which have created disconnection within the creeks. The Tribe has worked with others to rescue hitch during these disconnections and many hitch do not survive the rescue. The Tribe has a keen interest in ensuring enough flow throughout the full hitch spawning season in the local creeks. This has led to research to characterize groundwater surface water interactions including regular flow monitoring and review of water rights and water diversions. Other water quantity issues researched by the Tribe includes 2D modeling and reviewing data from pressure transducers in creeks and nearby wells. Both observational data as well as our scientific programmatic data collection shows that surface water is impacted in some areas by groundwater pumping. The Tribe wants to identify those areas and ensure that policies exist to prevent impacts that harm the chi during their spawning and growth seasons.

Current Commitments and Activities

- Current commitments include outreach and education about water quantity and water quality impacts on the Chi and overall ecosystem health. Formats for outreach and education include the Tribe's environmental pages www.bvrancheria.com/epa, www.bvrancheria.com/clearlakecyanotoxins, www.facebook.com/clearlakewaterquality
- Tribal projects for water quality monitoring, TMDL monitoring for chlorophyll-a, fish tissue testing for cyanotoxins, methylmercury and pesticides
- Tribal projects for restoration including Blue Ribbon Committee projects for habitat restoration, groundwater dependent ecosystems, bank enhancement, nutrient management, invasive species removal and tule and native vegetation replanting and fish passage projects
- Tribal projects for fuels management and cultural burning
- Tribal beneficial use development to protect water quality for Tribal traditional uses

Coordination Roles or Responsibilities

- Participating in this agreement
- Regular involvement in Clear Lake Hitch Task Force meetings, Clear Lake Hitch Recovery Plan
- Grant development
- Policy development to improve ecosystem health and protect Tribal uses
- Data management and reporting

Primary Point of Contact for the Agreement

- Name: Flaman McCloud, Jr
- Title: Chairman
- Email: chairman@bvr-nsn.gov
- Phone Number: 707-263-3924

Secondary Point of Contact for the Agreement

- Roman Carrillo
- Title: Tribal Administrator
- Email: rcarrillo@bvr-nsn.gov
- Phone Number: 707-263-3924

Middletown Rancheria of Pomo Indians of California

Middletown Rancheria of Pomo Indians of California is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Middletown Rancheria Constitution and the Chairperson of the Tribal Council acts on behalf of Middletown Rancheria and designates the Middletown Rancheria Environmental Director as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Ṣátti) Recovery

- To see the recovery of the *Chi* for current and future members of Middletown Rancheria of Pomo Indians of California.

Current Commitments and Activities

- The Tribe is fully committed to all projects and aspects outlined in this MOU

Coordination Roles or Responsibilities

- The Middletown Rancheria EPA Department will provide the necessary staff and resources.

Primary Point of Contact for the Agreement

- Name: Jose Moke Simon III
- Title: Tribal Chairman
- Email: jsimon@middletownrancheria.com
- Phone Number Office: 707-987-1303
- Phone Number Mobile: 707-272-3368

Secondary Point of Contact for the Agreement

- Name: Kathleen Beltran
- Title: Environmental Director
- Email: kbeltran@middletownrancheria.com
- Phone Number: 707-987-1322
- Cell Phone Number: 707-947-9850

Scotts Valley Band of Pomo Indians

Scotts Valley is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Department of Interior and the Chairperson of the Tribal Council acts on behalf of Scotts Valley and designates the Tribal Environmental and Natural Resources Department Director as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Śátti) Recovery

- The Tribe's participation in this Co-Management Agreement maintains longstanding cultural, subsistence, and stewardship relationships with Clear Lake and its surrounding lands and waters. Tribal interests are grounded in Traditional Ecological Knowledge, cultural practices, and the responsibility to protect resources for future generations. Core areas of interest under this Agreement include the following:
 1. The Tribe identifies the recovery of *Chi* (Clear Lake Hitch) as a primary cultural and ecological priority. *Chi* is a culturally significant species central to Tribal identity, tradition, and subsistence.
 2. The Tribe is committed to the revitalization and long-term protection of a healthy Clear Lake ecosystem to benefit all. This includes improving overall water quality, restoring natural shoreline and wetland functions, supporting balanced aquatic habitats, and addressing cumulative impacts from historical and ongoing land use. Tribal interests emphasize holistic, place-based stewardship approaches that recognize the interconnectedness of water, fish, plants, wildlife, and people.
 3. The Tribe has a strong interest in the recovery and protection of native plant species within the Clear Lake watershed, including emergent, riparian, and upland plants that support ecosystem health, traditional uses, and wildlife habitat. This includes culturally significant plants used for food, medicine, basketry, ceremony, and other traditional purposes. Tribal involvement is essential in restoration planning, invasive species management, plant propagation, and monitoring efforts to ensure that plant recovery supports both ecological function and cultural continuity.

Current Commitments and Activities

- Participation in *Chi* related workshops, initiation and support of workshops and Environmental Camps for youth and families. Education in schools. Tribal interests also include participation in planning, supporting, implementation, and evaluation of recovery actions such as habitat restoration, improved fish passage, water quality protection, adaptive management strategies, and long-term population monitoring. The Tribe

supports integrating Traditional Ecological Knowledge with scientific approaches to support a resilient and self-sustaining Chi population and is currently obtaining training to assist in the understanding of the scientific portion to make informed decisions regarding best practices.

Coordination Roles or Responsibilities

The Parties agree to coordinate their respective roles to support the recovery and long-term stewardship of Clear Lake and its watershed. Coordination shall be conducted collaboratively and transparently, respecting Tribal sovereignty and integrating Traditional Ecological Knowledge with scientific management practices.

To the best of the Tribe's ability, the tribe will:

- Participate in planning, supporting, implementation, monitoring, and adaptive management related to *Chi* recovery, plant restoration, and water quality improvement.
- Contribute Traditional Ecological Knowledge to inform restoration priorities and management decisions.
- Lead or support workshops, education, youth camps, and outreach activities that promote watershed health and cultural stewardship.
- Seek, apply for, and administer grants, as appropriate, to advance shared watershed goals.

Primary Point of Contact for the Agreement

- Name: Alondra Herrera
- Title: Tribal Administrator
- Email: Alondra.herrera@sv-nsn.gov
- Phone Number: (707) 263-4220

Elem Indian Colony

Elem Indian Colony is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Tribe's Constitution and the Chairperson of the Tribal Council acts on behalf of Elem Indian Colony and designates the Tribe's Historic Preservation Officer as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- To see the recovery of the *Chi* for current and future members of Elem Indian Colony.

Current Commitments and Activities

- To work collaboratively with other governments for the identification, and when resources are available, the implementation of projects for the recovery of the *Chi*.

Coordination Roles or Responsibilities

- Actively participating in this Agreement, including the annual Agreement meeting.
- Coordinate community action through environmental education and outreach.

Primary Point of Contact for the Agreement

- Name: Clifford Mota
- Title: Tribal Historic Preservation Office
- Email: cmota@elemindiancolony.com
- Phone Number: (707) 298-0717

Koi Nation of Northern California

Koi Nation of Northern California is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the [REDACTED], and the Chairperson of the Tribal Council acts on behalf of Koi Nation and designates their **POSITION** as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- To see the recovery of the *Chi* for current and future members of Koi Nation.

Current Commitments and Activities

- To work collaboratively with other governments for the identification, and when resources are available, the implementation of projects for the recovery of the *Chi*.

Coordination Roles or Responsibilities

- Actively participating in this Agreement, including the annual Agreement meeting.
- Coordinate community action through environmental education and outreach.

Primary Point of Contact for the Agreement

- Name: Rob Morgan
- Title:
- Email: robmorgan@koination.com
- Phone Number:

Secondary Point of Contact for the Agreement

- Name:
- Title:
- Email:
- Phone Number:

California Natural Resources Agency (CNRA)

CNRA oversees and supports more than 26 distinct departments, conservancies, and commissions to lead efforts to steward California's natural environment and to advance the Administration's key environmental and natural resources priorities. The Secretary for Natural Resources acts on behalf of CNRA and designates the Deputy Secretary for Tribal Affairs as authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi (Şátti)* Recovery

- Administering the Blue Ribbon Committee for the Rehabilitation of Clear Lake and the Committee's grants and contracts.

Current Commitments and Activities

- Develop SB 310 Cultural Fire Agreements with the Federally Recognized Tribal Parties.

Coordination Roles or Responsibilities

- Coordinating the Parties pursuant to the goals and objectives of this Agreement, including the annual Agreement meeting.

Primary Point of Contact for the Agreement

- Name: Geneva E. B. Thompson
- Title: Deputy Secretary for Tribal Affairs
- Email: Geneva.Thompson@resources.ca.gov
- Phone Number: 279-203-7599

California Environmental Protection Agency (CalEPA)

CalEPA coordinates and oversees six boards, departments, and offices to develop, implement, and enforce environmental laws that regulate air, water and soil quality, pesticide use and waste recycling and reduction. The Secretary of Environmental Protection acts on behalf of CalEPA and designates the Deputy Secretary for Intergovernmental Relations as authorized representative for the purposes of implementing this agreement.

Areas of Interest or Influence in *Chi (Şatti)* Recovery

- CalEPA coordinates and oversees six boards, departments, and offices to develop, implement, and enforce environmental laws that regulate air, water and soil quality, pesticide use and waste recycling and reduction.

Current Commitments and Activities

- Identify and develop strategies to collaborate with other entities, such as non-party local interested parties and the federal government.

Coordination Roles or Responsibilities

- Coordinating across CalEPA and with the Parties pursuant to the goals and objectives of this Agreement.

Primary Point of Contact for the Agreement

- Name: Maurice Lyles
- Title: Deputy Secretary for Intergovernmental Relations
- Email: Maurice.Lyles@calepa.ca.gov
- Phone Number: 916-541-3047

California Department of Fish and Wildlife (CDFW)

CDFW holds fish and wildlife resources in trust for the people of the state. The Director acts on behalf of CDFW and designates the North Central Regional Manager as authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- **Permitting:** This includes the potential issuance of Lake and Streambed Alteration Agreements, Scientific Collection Permits, and Memoranda of Understanding (MOUs) and Incidental Take Permits (ITPs) related to activities affecting species listed under the California Endangered Species Act. This also includes processing Statutory Exemptions for Restoration Projects (SERP) and Restoration Management Permits (RMPs) under the Cutting the Green Tape initiative.
- **Enforcement:** Encouraging compliance with relevant statutes and regulations through law enforcement actions.
- **Science:** Leading scientific initiatives to recover native species such as the Clear Lake Hitch, and to prevent the introduction, establishment, and impacts of harmful non-native invasive animals.
- **Communication, education and outreach:** Providing information and educational materials to clarify CDFW's mission and authority as it relates to the three areas of interest or influence listed above.

Current Commitments and Activities

- Participating in the Task Force as outlined in the Task Force charter.
- Permitting activities pursuant to CDFW's legal authorities.
- Annual Clear Lake Hitch monitoring.
- Participating in county-led Environmental Crimes Task Force.
- Encouraging compliance with relevant statutes and regulations through proactive routine patrols as well as response to calls for service.

Coordination Roles or Responsibilities

- Clear Lake Hitch recovery planning lead
- Coordinating regarding compliance with applicable laws and regulations within CDFW's jurisdiction such as the California Endangered Species Act, the Statutory Exemption for Restoration Projects (SERP), and Restoration Management Permits (RMP), as well as the California Environmental Quality Act (CEQA).

Primary Point of Contact for the Agreement

- Name: Morgan Kilgour

- Title: North Central Regional Manager
- Email: morgan.kilgour@wildlife.ca.gov
- Phone Number: (916) 212-1268

Additional Contact as CC

- Name: Sarah Fonseca
- Title: Department Tribal Liaison
- Email: tribal.liaison@wildlife.ca.gov
- Phone Number: (916) 902-9000

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California Department of Parks and Recreation (State Parks)

State Parks is responsible for the management of the Anderson Marsh State Historic Park and Clear Lake State Park and the Director acts on behalf of State Parks and designates the District Superintendent as the authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Ṣátti) Recovery

- Natural and cultural resource management at Clear Lake State Park and Anderson Marsh State Historic Park, each associated with tributaries critical to *Chi*, including Kelsey, Cole, Siegler, and Cache Creeks. Management activities include invasive species treatment, fuels reduction, prescribed burning, and similar activities.
- Natural resources improvement projects including stream restoration, riparian, floodplain, and wetland habitat improvements, including pilot projects in partnership with Tribes and partner organizations
- Interpretive opportunities for community outreach and education, including special events
- Enforcement for resources protection within State Parks boundaries
- Inter-agency Enforcement collaboration outside State Park boundaries within the Clear Lake basin and its tributaries

Current Commitments and Activities

- Clear Lake State Park General Plan and Aquatic Resources Management Plan; targeted completion 2027.
- Tribal MOU with Big Valley Band of Pomo Indians (Executed 6/21/24; 5-year term; Clear Lake SP)
- Tribal MOU with Koi Nation (Executed 8/30/23; 5-year term; Anderson Marsh SHP)
- Routine maintenance of natural resources elements in both Parks, such as invasive species treatments
- Development and implementation of comprehensive aquatic resource improvement projects at Clear Lake State Park
- Collaborating with Big Valley Band of Pomo Indians to host the annual Tule Boat Festival including tule gathering at Clear Lake State Park
- Special events such as the carp bowfishing tournament to mitigate invasive fish species
- Accommodate trainings, workshops, meetings, events, etc. relative to *Chi* and other Clear Lake Basin natural resources e.g. Clear Lake State Park hosts CCC's crews when working in the region, when appropriate
- Staff time committed to the Clear Lake Hitch Task Force and associated working groups

- Staff time committed to participation on the County of Lake Environmental Crimes Task Force
- Staff time committed to training and off-site assistance with Tribal and partner agency efforts for monitoring and research purposes

Coordination Roles or Responsibilities

- Participate as one of the Parties pursuant to the goals and objectives of this Agreement, including in the annual Agreement meeting, and encourage engagement from tribal partners.

Primary Point of Contact for the Agreement

- Name: Matthew Allen
- Title: District Superintendent, Northern Buttes District
- Email: Matthew.Allen@parks.ca.gov
- Phone Number: (831) 801-6501

Additional Contacts as CC

- Name: Sabrina Bell
- Title: Natural and Cultural Resources Program Manager
- Email: Sabrina.Bell@parks.ca.gov
- Phone Number: (530) 353-8214
- Name: Jared Zucker
- Title: District Services Manager
- Email: Jared.Zucker@parks.ca.gov
- Phone Number: (916) 661-7833
- Name: Johanna Marty
- Title: Associate State Archeologist (District Tribal Liaison)
- Email: Johanna.Marty@parks.ca.gov
- Phone Number: (530) 990-1874

California State Lands Commission (SLC)

California State Lands Commission provides the people of California with effective stewardship of the lands, waterways, and resources entrusted to its care through preservation, restoration, enhancement, responsible economic development, and the promotion of public access, based on the principles of equity, sustainability, and resiliency. In its stewardship, SLC oversees the management of public trust lands and exercises residual and review authority over resources granted in trust to local entities by the Legislature. The Executive Officer acts on behalf of SLC and designates the Environmental Justice and Tribal Liaison as their authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Ṣátti) Recovery

- SLC does not have a direct role in *Chi* recovery efforts. However, SLC's oversight role for lands that have been legislatively granted to Lake County includes reviewing the County's actions, such as *Chi* recovery efforts, to ensure that these actions are consistent with the Public Trust Doctrine and the County's granting statute. SLC will consult with the County to help navigate any obstacles or issues related to the intersection of *Chi* recovery efforts and the County's responsibilities as a trustee of legislatively granted land. Current Commitments and Activities
- Oversight authority on land legislatively granted to Lake County

Coordination Roles or Responsibilities

- SLC does not have direct jurisdiction in the area, we have oversight authority on land legislatively granted to Lake County.

Primary Point of Contact for the Agreement

- Name: Yessica Ramirez
- Title: Environmental Justice and Tribal Liaison
- Email: yessica.ramirez@slc.ca.gov
- Phone Number: (916) 574-1888

California Conservation Corps (CCC)

The California Conservation Corps (CCC) is a workforce development program dedicated to preparing young adults for meaningful careers and educational opportunities in natural resources conservation, fisheries, emergency response, wildland firefighting, culinary arts, forestry, habitat restoration, trail-building, and more. Corpsmembers engage in environmental projects and respond to natural and human-caused disasters. The Director acts on behalf of the CCC and designates the Deputy Director for Legislative and External Affairs as the authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi (Şatti)* Recovery

- Habitat Restoration Project Implementation
- Workforce Training Opportunities
- Environmental Education and Outreach
- Tribal Corps Partnerships

Current Commitments and Activities

- The CCC will provide Corpsmember crews to assist with the implementation of projects that advance the goals of this Agreement, as appropriate. This could include:
 - Invasive species removal
 - Replanting native vegetation
 - Clearing debris and sediment in tributaries
 - Data and sample collection
 - Site maintenance
 - Survey implementation
- When requested to assist with project work, the CCC will coordinate with tribal partners to identify appropriate project windows, crew availability, and negotiate reimbursement, if necessary.
- The CCC will ensure that Corpsmembers receive appropriate cultural awareness training, developed in consultation with tribal partners.
- The CCC will defer to tribal direction on sensitive sites and the protection of cultural resources in the execution of any work by CCC crews.
- The CCC will ensure that CCC crews follow tribal direction on restoration priorities and methods where Traditional Ecological Knowledge informs project implementation.

The CCC will explore opportunities to support the development of a Tribal Corps program in the Clear Lake watershed with interested tribal partners, subject to available funding and future appropriations. Coordination Roles or Responsibilities

- The Deputy Director for Legislative and External Affairs will ensure that this Agreement is implemented in a way that advances and conforms with the CCC's Tribal Consultation Policy and tribal relations goals. The Deputy

Director will also assist any interested tribes with exploring the development of a Tribal Corps.

- The Region 1 Deputy Director will oversee coordination of the Agreement at the CCC regional level.
- The District Director for the CCC Mendocino Center will coordinate the CCC's direct project implementation and Corpsmember deployment and readiness under this Agreement.

Primary Point of Contact for the Agreement

- Name: Brandon Chapin
- Title: Deputy Director for Legislative and External Affairs
- Email: brandon.chapin@ccc.ca.gov
- Phone Number: 916-203-8463

- Name: Shawn Murphy
- Title: Deputy Director, Region 1
- Email: shawn.murphy@ccc.ca.gov
- Phone Number: 559-458-0921

- Name: John Button
- Title: District Director, Mendocino Center
- Email: john.button@ccc.ca.gov
- Phone Number: 707-463-2822

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California State Water Resources Control Board (State Water Board)

The State Water Board is responsible for preserving, enhancing, and restoring the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and ensuring proper water resource allocation and efficient use, for the benefit of present and future generations. The Chief Deputy Director acts on behalf of the State Water Board and designates the Assistant Deputy for Drought and Water Rights Modernization as the authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- Continue efforts to protect the Clear Lake Hitch by evaluating water availability and assessing pumping impacts on streamflow, enforcing on illegal diversions and unlicensed cannabis cultivation, supporting tribal and community data collection efforts, and encouraging collaborative actions to preserve streamflow, remove fish passage barriers, and follow best practices for water diversions.

Current Commitments and Activities

- Completing a groundwater-surface water study in the Clear Lake Watershed and conducting public and tribal outreach regarding the study results and possible management actions.
- Supporting tribal data collection and monitoring efforts.
- Enforcing water rights requirements in the Clear Lake Watershed.

Coordination Roles or Responsibilities

- Participation in the Clear Lake Task Force.
- Coordinating with CDFW on Clear Lake Hitch recovery efforts including instream flow studies and recovery plan.

Primary Point of Contact for the Agreement

- Name: Jessica Bean
- Title: Assistant Deputy for Drought and Water Rights Modernization
- Email: jessica.bean@waterboards.ca.gov
- Phone Number: (916) 341-5849

Secondary Point of Contact for the Agreement

- Name: Erin Bender
- Title: Senior Environmental Scientist, Specialist, Division of Water Rights
- Email: erin.bender@waterboards.ca.gov
- Phone Number: (916) 341-5308

Central Valley Regional Water Quality Control Board (Central Valley Water Board)

Central Valley Water Board is responsible for preserving, enhancing, and restoring the quality of the Central Valley's water resources for the protection of the environment, public health, and all beneficial uses for the benefit of present and future generations. The Executive Officer acts on behalf of the Central Valley Water Board and designates the Nonpoint Source Program Manager as authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi (Şatti)* Recovery

- Continue efforts to protect the Clear Lake Hitch through water quality improvements by implementing Regional Board regulatory efforts including TMDLs, permits, and other water quality improvement activities, supporting tribal and community data collection efforts as it relates to water quality, and encouraging collaborative actions to improve water quality within Clear Lake and its tributaries, as appropriate.

Current Commitments and Activities

- Implementation of the Clear Lake Nutrient TMDL and Clear Lake Mercury TMDL and continued evaluation of the effectiveness of both programs.
- Coordinating with USEPA, other state, and tribal governments on implementation of the Sulphur Bank Mine Record of Decision cleanup plan.

Coordination Roles or Responsibilities

- Participation in the Clear Lake Blue Ribbon Committee.
- Continued coordination on tribal data collection as it relates to Harmful Algal Blooms and other monitoring efforts.

Primary Point of Contact for the Agreement

- Name: Jennifer LaBay
- Title: Senior Environmental Scientist, Supervisory, Region 5
- Email: Jennifer.labay@waterboards.ca.gov
- Phone Number: (916) 464-4650

Department of Pesticide Regulation (DPR)

The Department of Pesticide Regulation is responsible for protecting human health and the environment by fostering sustainable pest management and regulating pesticides. This includes evaluating pesticides for potential risks, and impacts to people and the environment, and for efficacy, before they are registered for use in California; continuously evaluating pesticide risks and impacts following registration; mitigating risks to people and the environment; protecting worker health and safety, enforcing pesticide use laws and regulations; and advancing the availability and adoption of sustainable pest management. The Director of the Department of Pesticide Regulation designates the Deputy Director for Sustainable Pest Management as the department's authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (Śátti) Recovery

- Supporting the adoption of safe, sustainable and effective pest management by supporting increased access to alternatives to high-risk pesticides and through Integrated Pest Management and Sustainable Pest Management technical assistance and outreach.
- Participating in Clear Lake focused technical meetings, task forces, and convenings on harmful algal blooms or pesticide issues to promote the adoption of Sustainable Pest Management.

Coordination Roles or Responsibilities

- Outreach, education, and technical support for promotion and adoption of Sustainable Pest Management.

Current Commitments and Activities

- Supporting the adoption of sustainable pest management approaches for aquatic ecosystems, such as manual removal of invasive plants, through education and trainings.

Primary Point of Contact

- Name: Sapna E. Thottathil
- Title: Deputy Director, Sustainable Pest Management
- Email: Sapna.Thottathil@cdpr.ca.gov
- Phone Number: (916) 201-2018

Secondary Point of Contact

- Name: Celia Pazos
- Title: Deputy Director, Environmental Justice and Equity; Tribal Liaison
- Email: celia.pazos@cdpr.ca.gov
- Phone Number: (916) 639-0468

Office of Environmental Health Hazard Assessment (OEHHA)

The Office of Environmental Health Hazard Assessment's mission is to protect and enhance the health of Californians and our state's environment through scientific evaluations that inform, support and guide regulatory and other actions. The Director acts on behalf of the Office of Environmental Health Hazard Assessment and designates the Office of Environmental Health Education, Community Engagement, and Cumulative Impacts Science Program Director as authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi (Ṣátti)* Recovery

- OEHHA, in coordination with the Federally Recognized Tribal Parties and non-tribal parties, will continue to support public health focused Harmful Algal Bloom (HAB) monitoring, illness surveillance, and data interpretation activities in the Clear Lake watershed. OEHHA's role includes contributing scientific and epidemiological expertise to better understand HAB-related human, domestic animal, and wildlife health impacts, with particular attention to culturally relevant exposure pathways.

Current Commitments and Activities

- OEHHA is committed to supporting community science collaborations with Federally Recognized Tribal Parties and non-tribal parties to strengthen understanding of exposure pathways and health risks, including opportunities to co-develop, interpret, and apply relevant data. This may include technical assistance and collaborative approaches that support Tribal capacity to inform fish consumption guidance that reflect Tribal lifeways and subsistence practices.
- OEHHA will collaborate with Federally Recognized Tribal Parties and non-tribal parties to support culturally informed fish consumption advisories and risk communication for Clear Lake. This includes advancing fish consumption advisory approaches that reflect Tribal subsistence, cultural, and ceremonial fishing practices, and supporting the development of transparent, accessible tools that provide Tribes with timely information on contaminant exposure risks.
- OEHHA's engagement can prioritize the evaluation of data related to mercury exposure pathways in the Clear Lake food web, recognizing Tribes as knowledge holders and partners in defining exposure scenarios and health-protective strategies. OEHHA can collaborate with Federally Recognized Tribal Parties and non-tribal parties on climate change indicators relevant to Clear Lake, including indicators related to climate-driven changes in water temperature, HAB frequency, and climate-sensitive public health impacts. OEHHA commits to working with Tribes to document and, where appropriate and with Tribal consent, elevate Tribal observations, lived experience, and adaptive strategies within statewide climate indicator frameworks. This work will support the Tribes' capacity to use climate and

health indicators for local planning, and resource advocacy, while respecting Tribal data governance and sovereignty. OEHHA Identify and develop strategies to collaborate with other entities, such as non-party local interested parties and the federal government.

- OEHHA's contribution to furthering the objectives of this Agreement will consist of continuing and expanding the following activities, subject to available resources and consistent with OEHHA's statutory authority:
- Fish Advisories and Exposure Communication: Collaborating with Federally Recognized Tribal Parties and non-tribal parties to support fish consumption advisory development and interpretation for Clear Lake, including consideration of Tribal subsistence and cultural fishing practices. Supporting efforts to improve accessibility and transparency of fish advisory information for Tribal communities, including participation in interagency initiatives focused on Tribally centered fish consumption tools.
- HAB Illness Surveillance and Public Health Support: Participating in interagency HAB-related illness workgroups and technical forums relevant to Clear Lake. Continuing collaboration with Big Valley Band of Pomo Indians' Environmental Protection Department on HAB-related drinking water and illness concerns, including participation in Cal-WATCH and related efforts. Providing public-health expertise about potential Climate Change Indicators: Working with Federally Recognized Tribal Parties and non-tribal parties to identify and analyze data related to climate-driven changes that may inform climate change indicators relevant to Clear Lake region and Tribal communities.
- Supporting the inclusion of Tribal-specific climate change impacts and resilience strategies in OEHHA's *Indicators of Climate Change in California* reports and related communication products, subject to Tribal approval.

Coordination Roles or Responsibilities

- Coordination and Capacity Building: Participating in Clear Lake-focused technical meetings, task forces, and convenings as appropriate to OEHHA's role. Supporting cross-agency coordination within CalEPA to align public health science, environmental monitoring, and Tribal priorities under this Agreement.

Primary Point of Contact

- Name: Paula Torrado Plazas
- Email: Paula.TorradoPlazas@oehha.ca.gov
- Phone: 916-764-2831

Secondary Point of Contact

- Name: Annika Alexander-Ozinskas Annika
- Email: Alexander-Ozinskas@oehha.ca.gov
- Phone: 916-322-5905

Department of Toxic and Substances Control (DTSC)

The Department of Toxic and Substances Control's mission is to protect California's people, communities, and environment from toxic substances, to enhance economic vitality by restoring contaminated land, and to compel manufacturers to make safer consumer products. The Director acts on behalf of the Department of Toxic and Substances Control and designates the Deputy Director as authorized representative for the purposes of implementing this Agreement.

DTSC's contribution to further this Agreement will consist of work in the Clear Lake area on the following endeavors:

- Wildfire Response support through DTSC Enforcement and Emergency Response Division. As directed by California Office of Emergency Service for mission critical phase 1 operations in areas that may impact residential properties.
- Investigation and cleanup activities at the Last Mile Auto Dismantlers site (in Upper Lake) or any other future sites in the area.
- Within the realm of permitting sites or cleanup of contaminated sites, DTSC will offer operational guidance and illegal dumping prevention advice in collaboration with DTSC, CalRecycle and the tribes.
- Landfill operational guidance and illegal dumping prevention through collaborative development of programs and enforcement measures with DTSC, CalRecycle and the tribes.
- DTSC will continue with post-closure oversight activities, including review of quarterly, semi-annual and annual ground water reports and bi-monthly reimbursement review for the IT Benson Ridge facility in Lake County (near Kelseyville).
- Abandoned Mine Lands Program: DTSC will study and address ongoing mercury contamination from legacy mining operations by continuing post closure monitoring activities of soil and groundwater from former mines.
- DTSC will continue to work as the state lead agency with the USEPA CERCLA program and the tribes for the future of the Sulphur Bank Mercury Mine site. This includes an already established cost share agreement between DTSC and USEPA and roles for the Operation and Maintenance of the implemented remedy at the site.
- DTSC, in collaboration with federal and non-federally recognized tribes, and DPR will monitor and review requirements of landfill operations or the ceased operations of such in the Clear Lake area for proper operations or closure; furthermore activities and coordination with the tribal governments, DTSC may support and

coordinate law enforcement activities by serving as a liaison or advisor to various entities regarding allowable enforcement activities may be carried out to prevent illegal dumping or generation of contaminants to the watershed. among various entities.

- DTSC will review, monitor and enforce other past and current business and land use operations in its purview that are deemed to have discharged or left contaminants in the soil and groundwater.

Primary Point of Contact

- Name: Surlene Grant
- Email: Surlene.Grant@dtsc.ca.gov
- Phone: 916-809-3236

Secondary Point of Contact

- Name: Andres Martinez
- Email: Andres.Martinez@dtsc.ca.gov
- Phone: 916-701-3517

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California's Department of Resources Recycling and Recovery (CalRecycle)

California's Department of Resources Recycling and Recovery (CalRecycle) brings together the state's recycling and waste management programs to move the state towards a circular economy that reduces waste and mitigates its impact on human health and the environment. The Director, Zoe Heller, acts on behalf of CalRecycle and designates the Deputy Director of Policy Development and Analysis and Deputy Director of Environmental Justice, Tribal Relations, Education and Outreach as authorized representatives for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi (Şatti)* Recovery

- Mitigate the impacts of solid waste on the ecosystems of the area and the Chi.

Current Commitments and Activities

- Enhanced coordination on solid waste cleanup efforts and strategies to mitigate illegal dumping
- Support the expansion of zero waste and circular economy initiatives, including Tribal Recycling Centers and composting initiatives in the region
- Increase understanding of trash pollution solid waste burdens, including plastics, and identify opportunities to mitigate impacts

Coordination Roles or Responsibilities

- Participation in the Clear Lake Task Force.
- Coordinate with Tribal Environmental Departments and the LEA on solid waste management strategies.
- The Deputy Director of Policy Development and Analysis will organize administration and execution of this agreement, in coordination with the Department Director and Deputy Director of Environmental Justice, Tribal Relations, Education and Outreach on engagement and participation logistics.

Primary Point of Contact

- Name: Linnea Whitney-Skierski
- Title: Deputy Director, Office of Policy Development and Analysis
- Email: linnea.whitneyskierski@calrecycle.ca.gov
- Phone Number: 279-667-5839

Secondary Point of Contact

- Name: Katrina Leni-Konig
- Title: Deputy Director, Office of Environmental Justice, Tribal Relations, Education and Outreach
- Email: Katrina.Leni-Konig@CalRecycle.ca.gov
- Phone Number: (916) 812-4427

County of Lake

The County of Lake is a unit of the State of California and governed by an elected five-member Board of Supervisors who are responsible for adopting the County’s annual budget, making important land use decisions, adopting County ordinances, setting County operating policies and more. The Board of Supervisors also selects non-elected County Department Heads and supervisors and directs their work.

Areas of Interest or Influence in *Chi* Recovery

- Continued participation with Tribes on the Clear Lake Hitch Task Force
- Continued commitment to consult with Tribes on grants, projects, and programs in the Clear Lake watershed that may impact the Clear Lake hitch.

Current Commitments and Activities

- County Tribal Liaison participation in the Clear Lake Hitch Taks Force and Summit Planning Committee

Coordination Roles or Responsibilities

- County Tribal Liaison works with County Departments to educate and train on the County Tribal Consultation Policy and Procedures (once adopted by County Board of Supervisors).

Primary Point of Contact for the Agreement

- Name: Susan Parker
- Title: County Administrative Officer
- Email: susan.parker@lakecountyca.gov
- Phone Number: 707-263-2580

Lake County Watershed Protection District

Originally created in 1951 as the County of Lake Flood Control and Water Conservation District, The County of Lake Watershed Protection District (District) is a political subdivision of the State of California established under the County of Lake Flood Control and Water Conservation Act. The District is administered by the Director of the County of Lake Water Resources Department.

The County of Lake Board of Supervisors acts as the Board of Directors for the Watershed Protection District and the Water Resources Director acts as the Director of the District. The District Board of Directors designates, as authorized representative for the purposes of implementation of this Agreement, the District Director.

Areas of Interest or Influence in *Chi* Recovery

- Continued assistance with the Tribes on Clear Lake hitch and native fish rescues
- Continued assistance with CDFW on the Clear Lake hitch mark recapture survey
- Continued assistance with USGS on the Abundance and Distribution of Clear Lake Hitch in Clear Lake
- Continued assistance with Robinson Rancheria Danoxa Fish & Wildlife on invasive carp and goldfish management

Current Commitments and Activities

- District Visual Spawner Surveys of Clear Lake Hitch
- Community Science Visual Spawner Surveys of Clear Lake Hitch
- Partnership in Habematolel's Clear Lake Hitch Monitoring Program
- Clear Lake Hitch Task Force
- Clear Lake Hitch Data Synthesis Team
- Clear Lake Hitch Recovery Team
- Cole Creek Restoration Project
- Highland Creek Conjunctive Use Assessment
- Tule Lake and Scotts Creek Fish Passage Assessment
- Middle Creek Flood Damage Reduction and Ecosystem Restoration Project
- Riparian Rapid Assessment Method to standardize scoring stream habitat pre/post restoration
- Shoreline Stewardship Program for invasive primrose removal and native tule planting along the Clear Lake shoreline
- Monthly Clear Lake water quality sampling

Primary Point of Contact for the Agreement

- Name: Pawan Upadhyay
- Title: Director, Lake County Water Resources Department
- Email: pawan.upadhyay@lakecountyca.gov
- Phone Number: 707-263-2344; Ext. 36101

City of Clearlake

City of Clearlake is a municipal corporation of the State of California governed by an elected City Council, which establishes policy direction for local land use planning, infrastructure, and municipal services within its jurisdiction. The City Manager serves as the administrative head of the organization and, acting at the direction of and on behalf of the City Council, designates appropriate staff as authorized representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- Stewardship of shoreline areas, tributaries, and municipal infrastructure within the City's jurisdiction that influence watershed health.
- Supporting efforts that improve water quality, habitat conditions, and ecological function along the Clear Lake shoreline.
- Promoting land use and development patterns that are compatible with long-term watershed and habitat restoration goals.
- Participation in regional coordination efforts related to Clear Lake and Chi (Şátti) recovery.

Current Commitments and Activities

- Coordination with the Blue Ribbon Committee for the Rehabilitation of Clear Lake and related coordination efforts.
- Ongoing coordination with regional, state, and tribal partners on watershed health, shoreline improvements, and related initiatives.
- Incorporation of best management practices, where feasible, into City-led capital projects and maintenance activities affecting shoreline and drainage systems.
- Engagement with property owners and developers to encourage site design and project features that support watershed health and habitat considerations.

Coordination Roles or Responsibilities

- Participate as a local jurisdiction partner in this Agreement, including attendance at annual Agreement meetings and related coordination forums.
- Serve as a local point of coordination for activities occurring within City limits, including facilitating communication between project proponents and relevant agencies or partners.
- Support regional education and information-sharing efforts related to Chi (Şátti) recovery and watershed stewardship.
- Coordinate, as appropriate and within existing authority, with other Parties to align local planning, infrastructure improvements, and development review processes with broader watershed goals.

Primary Point of Contact for the Agreement

- Name: Alan Flora
- Title: City Manager
- Email: aflora@clearlake.ca.us
- Phone Number: 707-994-8201

City of Lakeport

City of Lakeport is a municipal corporation of the State of California governed by an elected City Council, which establishes policy direction for local land use planning, infrastructure, and municipal services within its jurisdiction. The City Manager serves as the administrative head of the organization and, acting at the direction of and on behalf of the City Council, designates appropriate staff as authorized representatives for the purposes of implementation of this Agreement.

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- Ongoing coordination with regional, state, and tribal partners on watershed health, shoreline improvements, and related initiatives.
- Incorporation of best management practices, where feasible, into City-led capital projects and maintenance activities affecting shoreline and drainage systems.
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- Participate as a local jurisdiction partner in this Agreement, including attendance at annual Agreement meetings and related coordination forums.
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- Support regional education and information-sharing efforts related to Chi (Şátti) recovery and watershed stewardship.
- Coordinate, as appropriate and within existing authority, with other Parties to align local planning, infrastructure improvements, and development review processes with broader watershed goals.

Primary Point of Contact for the Agreement

- Name: Kevin M. Ingram
- Title: City Manager
- Email: kingram@cityoflakeport.com
- Phone Number: 707-263-5615

Appendix 3 - Geographic Area



Appendix 4 - Clear Lake Hitch Task Force Charter

Clear Lake Hitch Task Force Charter

Overview

The Clear Lake Hitch Task Force (Task Force) was established in September 2022 to coordinate actions to prevent further decline and support recovery of the *Chi (Şátti)*, also known as the Clear Lake hitch, across Tribal governments and local, state and federal agencies. What began as an emergency response has evolved into an ongoing, multi-agency, government-to-government coordination effort focused on conservation, monitoring, and management.

This Task Force Charter (Charter) is nested within and supports implementation of the Clear Lake Memorandum of Understanding Co-Management Agreement (Agreement), which provides the overarching framework for collaboration among Tribal governments and partner agencies. The Task Force serves as the primary operational and coordination body under the Agreement, advancing shared priorities and translating leadership direction into actionable work.

The Task Force is grounded in respect for tribal sovereignty and recognizes that each of the seven Tribal governments in the Clear Lake region are sovereign nations that participate at their own discretion and define their own level of engagement. Throughout the Charter the term “Tribal governments” is used to collectively refer to the following seven sovereign nations in the Clear Lake region:

- Big Valley Band of Pomo Indians
- Elem Indian Colony
- Habematolel Pomo of Upper Lake
- Koi Nation of Northern California
- Middletown Rancheria of Pomo Indians of California
- Robinson Rancheria of Pomo Indians of California
- Scotts Valley Band of Pomo Indians

The use of the term “Tribal governments” does not convey the unique culture and history of each of these distinct nations and is not meant to imply that all seven nations function as one.

Guiding Principles

The Task Force operates under the following guiding principles:

- Respect tribal sovereignty and support government-to-government collaboration
- Apply best available science to inform management decisions
- Promote transparency and information sharing across partners

- Support collaborative problem-solving and solution-oriented discussions
- Coordinate efforts to reduce duplication and maximize resources
- Incorporate tribal science and knowledge into the decision-making process
- Focus on implementation and measurable outcomes
- Foster trust, accountability, and mutual respect among participants

Purpose and Objectives

The Task Force serves as a coordination and communication forum where participants review, develop, and implement recommendations that support recovery and protection of the Clear Lake hitch. The Task Force's primary objectives are:

- Center tribal leadership as part of the state's commitment to tribes
- Advance conservation, recovery, and management actions
- Align monitoring, research, and data integration efforts
- Develop and implement science-based management recommendations
- Support development and implementation of an Annual Informal Work Plan
- Facilitate communication between technical staff, managers, and leadership

In furtherance of the Agreement, the Task Force shall develop an Annual Informal Work Plan template. This template will be used to develop an Annual Informal Work Plan which will support collaboration and prioritization.

Recommendations are developed collaboratively and implemented by participating entities within their respective authorities. Each Tribal government retains its independent authorities, and each agency maintains its statutory responsibilities and authorities.

Where actions fall under the authority of a specific agency, consultation with Tribal governments may occur independently of the full Task Force, consistent with existing government-to-government consultation policies.

Structure

The Task Force operates within a multi-level coordination structure that aligns with the Clear Lake Memorandum of Understanding Co-Management Agreement (Agreement):

A. Leadership Level

The Leadership Level consists of Tribal leaders and executive-level agency representatives. These leaders attend the biennial Leadership Summit (Summit) and provide strategic direction, review progress on conversation efforts, and inform priorities for the Annual Informal Work Plans.

B. Management Level (Task Force)

The Task Force consists of Tribal representatives and senior-level agency representatives. Task Force participants attend quarterly meetings and are responsible for developing and implementing Annual Informal Work Plans.

C. Technical Level (Working Groups)

Working Groups are formed as needed to address specific topics, projects or technical needs. These groups may already exist, be in development, or be newly formed. Participation in Working Groups is determined by the project lead in coordination with Task Force participants and may include tribal representatives, agency staff, and technical experts. Generally, Working Groups meet independently of the full Task Force on a regular or as-needed basis and provide technical analysis, project implementation, and recommendations to the full Task Force.

Examples include:

- **Data Synthesis Team** – The Data Synthesis Team supports study design, data analysis, and scientific integration.
- **Cole Creek Advisory Collaborative** – The Cole Creek Advisory Collaborative focuses on restoration and flood management planning.
- **Summit Planning Team** – The Summit Planning Team coordinates the biennial Summit and annual workplan review.
- **Clear Lake Hitch Recovery Team** – Led by CDFW, this team is responsible for developing and implementing a State Recovery Plan and coordinates closely with the Task Force and relevant Working Groups.

Roles and Responsibilities

Participation in the Task Force is by invitation from one or more of the Tribal governments.

The Task Force consists of the following entities:

- Representatives designated by Tribal governments
- Representatives from invited local, state, and federal agencies whose positions carry relevant authority to develop and administer management recommendations
- Technical staff and subject matter experts, as needed
- A designated Task Force Facilitator

A. Task Force Participants

Tribes may invite a government entity to the Summit or Management Team by notifying the facilitator and the representatives of each Tribe that is participating in the Task Force. If there are no objections, the facilitator will add the entity to the Summit invitee list or Management Team roster. This invitation may be revoked at any time through the same process. Any

objections to additions or removals of local, state, or federal entities should be resolved among the Tribes in accordance with their own processes prior to adding an entity to the Summit or Task Force.

B. Task Force Participation

Participants act in a manner that promotes respect, mutual understanding, and trust among all participants. They contribute their experience, expertise, data, and information to clarify issues and support the development of analyses and actionable recommendations. Participants are encouraged to build on one another's work, coordinate monitoring, research, and restoration activities and support cross-training and outreach. Participants may also communicate project updates to their respective organizations, governing bodies, Tribes, or communities, and discuss topics of concern to help inform Task Force discussions and decision-making.

C. Task Force Facilitator

The Task Force Facilitator is responsible for managing participant rosters and coordinating leadership-level and management-level meeting logistics, developing and distributing agendas, and tracking action items and follow-up activities. The Facilitator also supports clear, respectful, and inclusive dialogue and coordinates communication across Task Force participants.

D. Annual Informal Work Plan

The Task Force develops an adaptive Annual Informal Work Plan that identifies priority actions for the upcoming year, outlines Task Force and Working Group meeting schedules, highlights resource needs, and guides coordination among Task Force participants and Working Groups. The Annual Informal Work Plan is developed by December of each year. Priorities within annual Informal Work Plans are informed by leadership at the Summit.

E. Task Force Meetings

The Task Force meets each quarter based on the schedule outlined in the Annual Work Plan. Each Task Force meeting opens and closes with remarks from Tribal representatives and addresses the following agenda topics:

- Tribal updates and opening remarks
- Task Force priorities and action items
- Working Group and project updates
- Agency updates
- New business and action items
- Closing remarks from tribes

F. Charter Review and Updates

The Task Force reviews and considers updating this Charter every three to five years.

Public Participation

A. Group Participation

Participation in the Summit and Task Force is limited to Tribal government representatives and representatives from invited local, state, and federal agencies, boards or commissions. Technical groups may allow public participation if the tribal representatives and Working Group leads determine it is appropriate.

B. Public Communication

The Task Force will designate one or more members to provide updates to the following entities or others as needed:

- Tribal Councils
- Blue Ribbon Committee for the Rehabilitation of Clear Lake
- County of Lake Board of Supervisors
- County of Lake Fish and Wildlife Advisory Committee
- California Fish and Game Commission
- State Water Resources Control Board

DRAFT



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance 288-2026
Amending Section 18-19.280 (Vacation Rentals) of the
Clearlake Municipal Code

MEETING DATE:
August 6, 2026

SUBMITTED BY: Alan D. Flora, City Manager

PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is to discuss and take possible action on amendments to the municipal code related to short term rentals.

BACKGROUND/DISCUSSION:

Short term rentals have become an increasingly important choice for today's travelers. They provide the opportunity for families and other groups to enjoy more space and often private amenities than a normal resort or hotel. This activity in a primarily residential neighborhood can result in negative impacts to neighbors from large parties, noise complaints, parking congestion, etc.

The City adopted regulations to create a permit process for short-term rentals, a number of years ago. The goal was to provide the opportunity for short term rentals to be offered, but to protect neighborhoods from any negative impacts. Overall, the program seems to have worked well, but there have been some issues. We have received some complaints, particularly in the Highlands Harbor area. Staff, and more recently Mayor Slooten, have met with short term rental owners and concerned neighbors about issues and believe the Council may want to consider potential changes to the municipal code.

Various ideas have been raised such as increased enforcement for non-compliance, noticing prior to permit issuance, real estate disclosures as part of property purchases, etc. On June 4th the Council discussed a first version of the ordinance and directed staff to make some amendments for future consideration. The changes directed were focused on four categories. First, to closely align with the recently adopted South Lake Tahoe ordinance, ensure strict enforcement, institute a "good neighbor policy", and to eliminate the 51% residency threshold.

The ordinance before you includes all of those items.

OPTIONS:

1. Introduce Ordinance No. 288-2026 by title only, waive further reading, and set to reading and adoption for the next regular Council meeting.

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

- ☒ Goal #1: Economic Development
- ☐ Goal #2: Public Facilities and Infrastructure
- ☒ Goal #3: Celebrate Clearlake
- ☒ Goal #4: Clean
- ☒ Goal #5: Fiscal Sustainability
- ☒ Goal #6: Safe

SUGGESTED MOTIONS:

Direction to Staff.

- ☒ **Attachments:**
1. Draft municipal code amendments – Short Term Rentals
 2. Draft Good Neighbor Policy

18-19.280 - Short Term Vacation Rentals (STVR)

- A. **Purpose and Intent.** The purpose of these regulations is to establish standards governing the development, operation, and maintenance of Short-Term Vacation Rentals (STVRs) within all residential and mixed-use zoning districts of the City, as identified in Section 18-18.030. These regulations are intended to permit the use of residential dwellings as Short-Term Vacation Rentals while ensuring that such use is conducted in a manner that is compatible with surrounding residential neighborhoods.
- B. **Type of Permit Required.** It is unlawful for property owner(s) to rent, maintain, facilitate, advertise or list a dwelling unit as a vacation rental without a valid Short Term Vacation Rental (STVR) Permit and shall be subject to the terms and conditions outlined in this chapter. The Review Authority may add, remove or modify conditions to further the intent of the ordinance.

STVR Permit shall only be issued to said property owner(s). An owner may retain an agent/representative (requires agent authorization form) to comply with the requirements of this article including without limitation, the filling of an application, and the management of the rental and compliance with the terms and conditions associated with the permit. The owner(s) of said property shall be responsible for compliance with the provisions of this article and the failure of an agent to comply with this article shall not relieve the owner of their obligation as set forth in this article

- C. **Prohibited Structures:** Short Term Vacation Rentals shall not be permitted in non-habitable structures, garages, within secondary/junior accessory dwelling units, nor in structures or dwellings with covenants or agreements restricting their use including but not limited to affordable housing units, agricultural/farmworker housing units, or on land under a Williamson Act Contract. Additionally, STVRs shall not occur in tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed.
- D. **Transfer of Permit(s):** A STVR Permit shall be none transferable upon sale, to a different person, or entity to whom said permit was issued to.
- E. **Terms and Conditions of Approval:**
1. **Maximum Number of Guestrooms:** Short Term Vacation Rentals may have a maximum of five (5) guestrooms or sleeping rooms.
 2. **Guest Rooms:** Vacation rentals with more than five (5) guestrooms or sleeping rooms may only be allowed if adequate sewage disposal capacity exists and neighborhood compatibility can be demonstrated to be determined by the approval of a use permit from the Planning Commission. For purposes of determining the appropriate level of permit required, the actual number of bedrooms in the structure plus any additional rooms intended or used for sleeping shall be used.
 3. **Maximum Overnight Occupancy:** Maximum overnight occupancy for vacation

rentals shall be up to a maximum of two (2) persons per sleeping room or guestroom, plus two (2) additional persons per property, up to a maximum of twelve (12) persons, excluding children under three (3) years of age. Vacation rentals with larger overnight occupancies may only be allowed subject to the granting of a use permit. For homes on a conditional or non-standard septic system, or those with capacity limited by a voluntary repair, the maximum overnight occupancy for vacation rentals shall be equal to the design load of the septic system. The property owner shall ensure that all contracts and online listings and advertisements clearly set forth the maximum number of overnight guests permitted at the property.

4. Maximum Number of Guests and Daytime Visitors: The maximum number of total guests and visitors allowed at any time in a single vacation rental shall not exceed the maximum overnight occupancy plus six (6) additional persons per property during the daytime, or eighteen (18) persons, whichever is less, excluding children under three (3) years of age. Daytime visitors shall not be on the property during quiet hours (10 pm to 7 am).
5. Parking shall be provided in compliance with the City's Parking requirements (See Section 18-20.090). Parking shall not occur on areas of said property not designated as parking spaces/areas, on any other private property without permission, or block/obstruct a public roadway. All watercraft, including trailers, shall only be parked within the driveway. Parking commercial vehicles on a Short-Term Rental home is prohibited, except for durations of less than four hours.
6. All lighting used to illuminate a Short-Term Vacation home shall be directed downward and shall not project onto adjacent neighboring parcels.
7. Short Term Vacation Rentals shall also not be permitted within secondary, accessory or junior accessory dwelling units, nor in structures or dwellings with City covenants or agreements restricting their use including but not limited to affordable housing units, agricultural employee units, farmworker housing, farm family units, or on land under a Williamson Act Contract.
8. Camping/Tents, yurts, RVs, Travel Trailers and other provisions intended for temporary occupancy are prohibited.
9. Rental Registration: Prior to Operation, the property owner(s) shall register all Short-Term Vacation Rentals in accordance with the City Municipal Code Rental Housing Unit Registration, Inspection and Inventory Regulations.
10. Noise Limits: All activities associated with the vacation rental shall meet the general plan noise standards contained below. Quiet hours shall be from 10:00p.m. to 7:00 a.m. The property owner shall ensure that the quiet hours and limits on outdoor activities are included in rental agreements and in all online advertisements and listings.
11. Amplified Sound: Outdoor amplified sound shall not be allowed at any time

associated with a vacation rental.

12. Pets: Pets, if allowed by owner, shall be secured on the property at all times. Continual nuisance barking by unattended pets is prohibited.
13. Trash and Recycling Facilities: Recycling and refuse storage bins shall be shielded from public view unless in compliance with neighborhood standards. Recycling and trash receptacles shall be returned to screened storage areas within 24 hours of trash pick-up.
14. Outdoor Fire Areas: Outdoor fire areas, when not prohibited by state or local fire bans, may be allowed but shall be limited to 3 feet in diameter, shall be located on a non-combustible surface, shall be covered by a fire screen, and shall be extinguished when no longer in use or by 10:00 p.m., whichever is earlier. No fire or fire area shall be located within 25 feet of a structure or combustible material.
15. Septic Systems and Sewer Connections: The owner shall maintain a properly functioning septic system or sewer connection. In some cases, a per- room sewer fee may be applied.
16. Transient Occupancy Tax: The vacation rental owner or authorized agent shall maintain a transient occupancy tax certificate and remain current on all required monthly reports and payments. Owner or authorized agent shall include the certificate number on all contracts or rental agreements, and in any advertising or websites.
17. 24-hour Property Manager: All STVR's in the City must have a verified property manager who is available 24 hours per days, 7 days a week at times the property is rented or used on a transient basis. Verified property managers may be professional property managers, realtors, property owners, or other designated person provided that the individual is identified on the property's permit application, all contracts or rental agreements and in any advertising or websites. Property managers must be located within a 30-mile radius of the vacation rental and must be available to respond to complaints when the STVR is occupied. Any requested change to the property manager for a vacation rental property shall be made through submittal of a new Vacation Supplemental Application or similar form provided by the City and shall include the signature of the property manager and the desired effective date of the change. In no case may a vacation rental operate without a current verified property manager. Operation of a vacation rental without a verified property manager shall be considered a violation of this Section. The name and 24-hour contact information of the verified property manager shall be provided to any interested party upon request.
18. Emergency Access: The owner of any vacation rental located behind a locked gate or within a gated community shall provide gate code or a lockbox with keys ("Knox

Box" or similar) for exclusive use by law enforcement or fire services departments.

19. Posting and Neighbor Notification of Permit and Standards:

- Once a STVR Permit has been approved, a copy of the permit listing, all applicable standards and limits shall be posted within the vacation rental property. The owner shall post these standards in a prominent place within six (6) feet of the front door of the vacation rental and include them as part of all rental agreements.
- Once a STVR Permit has been approved, at the property owners expense, the City shall provide mailed notices to all property owners within 300 feet of STVR property. Addresses are retained from the Lake County Assessor's Office Database.
- All advertising handouts, flyers, internet listings, or any other information provided for vacation rentals shall conform to the approved occupancy limits and standards as stated on the vacation rental permit. Advertising may only be conducted for properties operating under a valid permit. Advertising for a particular property inconsistent with the approvals for that property shall be considered a violation of these performance standards.

20. Good Neighbor Contract: Prior to renting and/or entering the short-term vacation rental premises, the property owner and/or authorized representative and the party responsible shall complete a Good Neighbor Contract prepared by the City. Said contract informs the occupants of responsibility for compliance with the City Municipal Code, including that they may be subject to citations for violating such requirements.

21. Commercial Activities: Vacation rentals shall not be used for commercial activities, including but not limited to weddings, receptions, family reunions or large parties. All occupants of the vacation home shall be notified of the prohibition against commercial activity prior to reservation, rental, or lease of said property.

22. The use of spa's, hot tubes and/or pools shall not occur during quiet hours from 10:00p.m. to 7:00 a.m.

23. Additional Terms and Conditions may be implemented at the discretion of the Review Authority (i.e. City Manager/Community Development Director or their designee, City Council or Planning Commission).

F. Enforcement & Administrative Citation Process:

1. Initial complaints on vacation rentals shall be directed to the property owner/property manager identified in the STVR Permit or use permit, as applicable. The property owner or certified property manager shall be available 24

hours during all times when the property is rented and shall be available by phone during these hours. Should a problem arise and be reported to the verified property manager, the property manager shall be responsible for contacting the tenant to correct the problem within 60 minutes, or within 30 minutes if during quiet hours, including visiting the site if necessary to ensure that the issue has been corrected.

2. The property manager shall complete the online reporting form to report any such complaints, and their resolution or attempted resolution(s), to the City within 24 hours of the occurrence. Failure to respond to complaints or report them to the City shall be considered a violation of this section and shall be cause for revocation of certification status.
3. If the issue reoccurs, the complaint will be addressed by City who may conduct an investigation to determine whether there was a violation of a zoning or use permit condition. Police reports, online searches, citations or neighbor documentation consisting of photos, sound recordings and video may constitute proof of a violation. If code enforcement verifies that a zoning or use permit condition violation has occurred, a notice of violation may be issued, and a penalty may be imposed in accordance with the Clearlake Municipal Code.

G. Enhanced Penalties for Non-Permitted Rentals: A vacation rental that is determined to be operating without the necessary permit required under this Section may be subject to a penalty of up to five times the standard application fee, including Administrative Citation/Code Enforcement Action.

H. Administrative Citations: In addition to all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of the City Code, this subsection provides for Administrative Citations.

1. Use of Administrative Citations shall be at the sole discretion of the City.
2. This subsection is adopted pursuant to the authority conferred by the Government Code, including Section 53069.4.
3. Violations of the following permit requirements and performance standards may be deemed infractions for the purposes of this subsection, and are subject to administrative citation:
 - Conduct of a cultural event, special event, party, wedding or other similar activity exceeding the allowable maximum occupancy.
 - Exceeding the maximum permitted occupancy, not including children under 3 years of age.
 - Noise violations, as set forth in Subsection F-1 of this Section, above, including the use of outdoor amplified sound.
 - Violations of quiet hours (10:00 PM – 7:00 AM),
 - Exceeding maximum number of vehicles
 - Exceeding fire limits, including lighting fires during bans

- Unsecured pets and/or nuisance barking.
- Operation of a vacation rental without a certified property manager.
- Failure of the property owner to include the specified limits in rental agreements and online listings or advertisements.
- Failure to include the individual property's Transient Occupancy Tax Certificate number in all contracts, advertising and online listings.
- Failure of the property owner to maintain current Transient Occupancy Tax status.
- Violation of the Terms and Conditions of Approval
- A public health and safety concern by the City of Clearlake, Local Fire Department and/or any applicable governing agency.

I. Administrative Citations: All citations may be imposed on the property owner and/or the occupants of the rental.

1. First Administration Citation of a permitted STVR within a 24-month period may be subject to a \$1,000 fine and may be suspended for a period of thirty (30) days.
2. Second Administration Citation of a permitted STVR within a 24-month period may be subject to a \$1,500 fine and suspension of said permit for forty-five (45) days.
3. Third Administration Citation of a permitted STVR within a 24-month period may be subject to a \$2,500 fine and/or suspension of said permit for sixty (60) days.
4. If citations continue to occur after the third offense, the \$2,500 fine may continue to be imposed, and the operation will be subject to the Three Strike Penalty.

J. Three Strikes Penalty: Upon receipt of any combination of three administrative citations within a 24-month period, verified violations, or the Review Authority's determination that the permit is in violation of the performance standards, the STVR Permit may be revoked, subject to prior notice and to appeal, if requested within 10 days. Should such a revocation occur, an application to reestablish a vacation rental at the subject property shall not be accepted for a minimum period of one year from date of revocation.

K. Revocation of STVR Permit: An issued STVR Permit may be revoked by the City Manager or their designee at any time if they conclude any of the following:

1. The STVR is not current on Transients Occupancy Taxes (TOT) and has not paid all said taxes to the City in full by the date upon which said taxes became due.
2. There have been three or more upheld citations within a two-year period as described in Section H. For the purpose of this section, upheld penalties/citations mean citations which were neither overturned on appeal nor dismissed.
3. The homeowner or authorized agent has submitted an STVR Application containing material misrepresentation or omission of material fact and/or use of the STVR.

4. There has been a transfer or an attempt to transfer a STVR Permit to another person, entity or property.
 5. Upon receipt of any combination of three administrative citations, verified citations, or hearing officer determinations of the citations of the permit requirements or performance standards issued to the owner/authorized agent or occupants at the property within a two-year period, the vacation rental zoning permit is summarily revoked, subject to prior notice and to appeal, if requested within 10 days.
- L. **Appeal of Penalties/Determination:** The homeowner, authorized representative or the occupants who disagree with the Review Authority's determination may appeal a decision in accordance with the City Municipal Code.
- M. **Advertisement Requirements:** All Advertisements and/or Listings shall include the following information.
- Square Footage of the home
 - Number of bathrooms and bedrooms
 - Maximum occupancy, not including children under 3.
 - Maximum number of vehicles (including boat/trailers).
 - Quiet hours must be observed between 10:00 p.m. to 7:00 a.m.
 - No outdoor amplified sound is allowed.
 - The Transient Occupancy Tax Certificate number for that particular property.
 - Good Neighbor Contract Requirements
 - Link to the City Municipal Code (Reference Only)
- N. **Criteria for Denial:** Short-Term Vacation Rental Applications/Permits shall not be issued or renewed if the Review Authority determines that the application does not meet the requirements set forth in this section. If an application is denied, the applicant shall be notified in writing of the reasons for the denial and informed that the decision will become final unless appealed in accordance with the City Municipal Code.
- O. **Application, Administrative, Monitoring and Citation Fees:** Associated fees with a Short-Term Vacation Rental shall be adopted by the City Council, unless directly referenced in this section.

**CITY OF CLEARLAKE, CA
SHORT TERM VACATION RENTAL
GOOD NEIGHBOR CONTRACT**

Welcome to the City of Clearlake and thank you for choosing to spend your vacation with us. We hope you, your family, and your friends have a memorable and enjoyable stay. As you enjoy your visit, we ask that you help us preserve the character of our community and residential neighborhoods by being respectful and considerate of the residents who call this home. We appreciate your cooperation and thank you for being a thoughtful guest. By working together, we can create a positive experience for both visitors and residents while making Clearlake a welcoming destination for everyone.

AGREEMENT

1. Conditions of Operation. The property manager has reviewed the following conditions of operation for _____ with me, and I acknowledge these rules and agree to abide by them during my stay.
 - a. The maximum occupancy of this property at all times, 24 hours a day, is _____ persons. Up to _____ children aged 13 and under do not count towards this occupancy limit.
 - b. Weddings, receptions, and commercial events are prohibited.
 - c. No use of outdoor spas or hot tubs is allowed after 10pm or before 8am.
 - d. No outdoor amplified music, speakers, or other noise-generating equipment is allowed after 10pm or before 8am.
 - e. Parking is prohibited on unpaved surfaces or on neighboring private property without permission. Parking is allowed only on paved surfaces.
 - f. Parking of commercial vehicles on the property is prohibited, except temporarily for durations of less than 4 hours.
 - g. Camping and sleeping in tents, travel trailers, campers, or recreational vehicles is prohibited.
 - h. Trash and recycling shall not be left or stored outside except in a container provided for use by Clearlake Waste Solutions.
 - i. Trash day is every _____. Trash and recycling shall not be brought out to the curb before 6:00am on trash day, and shall be removed from the curb no later than 6:00pm on trash day.

2. Violations. Violations of any of these conditions of operation are subject to citations and fines starting at \$1,500 per violation may be issued to both me and to the property owner.

IN WITNESS WHEREOF, the parties have caused this Good Neighbor Agreement to be executed.

Authorized Agent/Property Manager:

Full Name (Print): _____

Signature: _____

Date: _____

Responsible Party Occupying STVR:

Full Name (Print): _____

Signature: _____

Date: _____

CITY OF CLEARLAKE

ORDINANCE NO. 288-2026

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
ESTABLISHING STANDARDS GOVERNING THE DEVELOPMENT, OPERATION, AND
MAINTENANCE OF SHORT-TERM VACATION RENTALS WITHIN ALL RESIDENTIAL AND
MIXED-USE ZONING DISTRICTS**

THE CITY COUNCIL OF THE CITY OF CLEARLAKE HEREBY ORDAINS AS FOLLOWS:

Section 1.

WHEREAS, The purpose of these regulations is to establish standards governing the development, operation, and maintenance of Short-Term Vacation Rentals (STVRs) within all residential and mixed-use zoning districts of the City, as identified in Section 18-18.030. These regulations are intended to permit the use of residential dwellings as Short-Term Vacation Rentals while ensuring that such use is conducted in a manner that is compatible with surrounding residential neighborhoods.

WHEREAS, the City Council has determined that Ordinance No. 288-2026 is exempt from environmental review in accordance with Sections 15060(c)(2), 15060(c)(3), and Section 15061 (b)(3) of the CEQA Guidelines, California Code of Regulations; and

WHEREAS, the amendments to the City of Clearlake Municipal Code set forth herein provide for the “public necessity and convenience and general welfare” and would not be detrimental to the public’s health, safety, and welfare; and

NOW THEREFORE, Clearlake City Council declares as follows:

SECTION 2: The above recitals are true and correct and are hereby incorporated and adopted the findings of the City Council as fully set forth herein.

SECTION 3: The title to Clearlake Municipal Code Section 18-19.280, is hereby renamed to “Short Term Vacation Rentals (STVR)”.

SECTION 4: Clearlake Municipal Code, Chapter 9, Section 18-19.280 is hereby amended to read as follows:

A. Type of Permit Required. It is unlawful for property owner(s) to rent, maintain, facilitate, advertise or list a dwelling unit as a vacation rental without a valid Short Term Vacation Rental (STVR) Permit and shall be subject to the terms and conditions outlined in this chapter. The Review Authority may add, remove or modify conditions to further the intent of the ordinance.

STVR Permit shall only be issued to said property owner(s). An owner may retain an agent/representative (requires agent authorization form) to comply with the requirements of this article including without limitation, the filling of an application, and the management of the rental and compliance with the terms and conditions associated with the permit. The owner(s) of said property shall be responsible for compliance with the provisions of this article and the failure of an agent to comply with this article shall not relieve the owner of their obligation as set forth in this article

B. Prohibited Structures: Short Term Vacation Rentals shall not be permitted in non-habitable structures, garages, within secondary/junior accessory dwelling units, nor in structures or dwellings with covenants or agreements restricting their use including but not limited to affordable housing units, agricultural/farmworker housing units, or on land under a Williamson Act Contract. Additionally, STVRs shall not occur in tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed.

C. Transfer of Permit(s): A STVR Permit shall be none transferable upon sale, to a different person, or entity to whom said permit was issued to.

D. Terms and Conditions of Approval:

1. **Maximum Number of Guestrooms:** Short Term Vacation Rentals may have a maximum of five (5) guestrooms or sleeping rooms.

2. **Guest Rooms:** Vacation rentals with more than five (5) guestrooms or sleeping rooms may only be allowed if adequate sewage disposal capacity exists and neighborhood compatibility can be demonstrated to be determined by the approval of a use permit from the Planning Commission. For purposes of determining the appropriate level of permit required, the actual number of bedrooms in the structure plus any additional rooms intended or used for sleeping shall be used.

3. **Maximum Overnight Occupancy:** Maximum overnight occupancy for vacation rentals shall be up to a maximum of two (2) persons per sleeping room or guestroom, plus two (2) additional persons per property, up to a maximum of twelve (12) persons, excluding children under three (3) years of age. Vacation rentals with larger overnight occupancies may only be allowed subject to the granting of a use permit. For homes on a conditional or non-standard septic system, or those with capacity limited by a voluntary repair, the maximum overnight occupancy for vacation rentals shall be equal to the design load of the septic system. The property owner shall ensure that all contracts and online listings and advertisements clearly set forth the maximum number of overnight guests permitted at the property.

4. **Maximum Number of Guests and Daytime Visitors:** The maximum number of total guests and visitors allowed at any time in a single vacation rental shall not exceed

the maximum overnight occupancy plus six (6) additional persons per property during the daytime, or eighteen (18) persons, whichever is less, excluding children under three (3) years of age. Daytime visitors shall not be on the property during quiet hours (10 pm to 7 am).

5. Parking shall be provided in compliance with the City's Parking requirements (See Section 18-20.090). Parking shall not occur on areas of said property not designated as parking spaces/areas, on any other private property without permission, or block/obstruct a public roadway. All watercraft, including trailers, shall only be parked within the driveway. Parking commercial vehicles on a Short-Term Rental home is prohibited, except for durations of less than four hours.

6. All lighting used to illuminate a Short-Term Vacation home shall be directed downward and shall not project onto adjacent neighboring parcels.

7. Short Term Vacation Rentals shall also not be permitted within secondary, accessory or junior accessory dwelling units, nor in structures or dwellings with City covenants or agreements restricting their use including but not limited to affordable housing units, agricultural employee units, farmworker housing, farm family units, or on land under a Williamson Act Contract.

8. Camping/Tents, yurts, RVs, Travel Trailers and other provisions intended for temporary occupancy are prohibited.

9. Rental Registration: Prior to Operation, the property owner(s) shall register all Short-Term Vacation Rentals in accordance with the City Municipal Code Rental Housing Unit Registration, Inspection and Inventory Regulations.

10. Noise Limits: All activities associated with the vacation rental shall meet the general plan noise standards contained below. Quiet hours shall be from 10:00p.m. to 7:00 a.m. The property owner shall ensure that the quiet hours and limits on outdoor activities are included in rental agreements and in all online advertisements and listings.

11. Amplified Sound: Outdoor amplified sound shall not be allowed at any time associated with a vacation rental.

12. Pets: Pets, if allowed by owner, shall be secured on the property at all times. Continual nuisance barking by unattended pets is prohibited.

13. Trash and Recycling Facilities: Recycling and refuse storage bins shall be shielded from public view unless in compliance with neighborhood standards. Recycling and trash receptacles shall be returned to screened storage areas within 24 hours of trash pick-up.

14. Outdoor Fire Areas: Outdoor fire areas, when not prohibited by state or local fire bans, may be allowed but shall be limited to 3 feet in diameter, shall be located on a non-combustible surface, shall be covered by a fire screen, and shall be extinguished when no longer in use or by 10:00 p.m., whichever is earlier. No fire or fire area shall be located within 25 feet of a structure or combustible material.

15. Septic Systems and Sewer Connections: The owner shall maintain a properly functioning septic system or sewer connection. In some cases, a per- room sewer fee may be applied.

16. Transient Occupancy Tax: The vacation rental owner or authorized agent shall maintain a transient occupancy tax certificate and remain current on all required monthly reports and payments. Owner or authorized agent shall include the certificate number on all contracts or rental agreements, and in any advertising or websites.

17. 24-hour Property Manager: All STVR's in the City must have a verified property manager who is available 24 hours per days, 7 days a week at times the property is rented or used on a transient basis. Verified property managers may be professional property managers, realtors, property owners, or other designated person provided that the individual is identified on the property's permit application, all contracts or rental agreements and in any advertising or websites. Property managers must be located within a 30-mile radius of the vacation rental and must be available to respond to complaints when the STVR is occupied. Any requested change to the property manager for a vacation rental property shall be made through submittal of a new Vacation Supplemental Application or similar form provided by the City and shall include the signature of the property manager and the desired effective date of the change. In no case may a vacation rental operate without a current verified property manager. Operation of a vacation rental without a verified property manager shall be considered a violation of this Section. The name and 24-hour contact information of the verified property manager shall be provided to any interested party upon request.

18. Emergency Access: The owner of any vacation rental located behind a locked gate or within a gated community shall provide gate code or a lockbox with keys ("Knox Box" or similar) for exclusive use by law enforcement or fire services departments.

19. Posting and Neighbor Notification of Permit and Standards:

- a) Once a STVR Permit has been approved, a copy of the permit listing, all applicable standards and limits shall be posted within the vacation rental property. The owner shall post these standards in a prominent place within six (6) feet of the front door of the vacation rental and include them as part of all rental agreements.
- b) Once a STVR Permit has been approved, at the property owners expense, the City shall provide mailed notices to all property owners within 300 feet of STVR

property. Addresses are retained from the Lake County Assessor's Office Database.

- c) All advertising handouts, flyers, internet listings, or any other information provided for vacation rentals shall conform to the approved occupancy limits and standards as stated on the vacation rental permit. Advertising may only be conducted for properties operating under a valid permit. Advertising for a particular property inconsistent with the approvals for that property shall be considered a violation of these performance standards.

20. Good Neighbor Contract: Prior to renting and/or entering the short-term vacation rental premises, the property owner and/or authorized representative and the party responsible shall complete a Good Neighbor Contract prepared by the City. Said contract informs the occupants of responsibility for compliance with the City Municipal Code, including that they may be subject to citations for violating such requirements.

21. Commercial Activities: Vacation rentals shall not be used for commercial activities, including but not limited to weddings, receptions, family reunions or large parties. All occupants of the vacation home shall be notified of the prohibition against commercial activity prior to reservation, rental, or lease of said property.

22. The use of spa's, hot tubes and/or pools shall not occur during quiet hours from 10:00p.m. to 7:00 a.m.

23. Additional Terms and Conditions may be implemented at the discretion of the Review Authority (i.e. City Manager/Community Development Director or their designee, City Council or Planning Commission).

E. Enforcement & Administrative Citation Process:

1. Initial complaints on vacation rentals shall be directed to the property owner/property manager identified in the STVR Permit or use permit, as applicable. The property owner or certified property manager shall be available 24 hours during all times when the property is rented and shall be available by phone during these hours. Should a problem or arise and be reported to the verified property manager, the property manager shall be responsible for contacting the tenant to correct the problem within 60 minutes, or within 30 minutes if during quiet hours, including visiting the site if necessary to ensure that the issue has been corrected.

2. The property manager shall complete the online reporting form to report any such complaints, and their resolution or attempted resolution(s), to the City within 24 hours of the occurrence. Failure to respond to complaints or report them to the City shall be considered a violation of this section and shall be cause for revocation of certification status.

3. If the issue reoccurs, the complaint will be addressed by City who may conduct an investigation to determine whether there was a violation of a zoning or use permit condition. Police reports, online searches, citations or neighbor documentation consisting of photos, sound recordings and video may constitute proof of a violation. If code enforcement verifies that a zoning or use permit condition violation has occurred, a notice of violation may be issued, and a penalty may be imposed in accordance with the Clearlake Municipal Code.

F. Enhanced Penalties for Non-Permitted Rentals: A vacation rental that is determined to be operating without the necessary permit required under this Section may be subject to a penalty of up to five times the standard application fee, including Administrative Citation/Code Enforcement Action.

G. Administrative Citations: In addition to all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of the City Code, this subsection provides for Administrative Citations.

1. Use of Administrative Citations shall be at the sole discretion of the City.
2. This subsection is adopted pursuant to the authority conferred by the Government Code, including Section 53069.4.
3. Violations of the following permit requirements and performance standards may be deemed infractions for the purposes of this subsection, and are subject to administrative citation:
 - Conduct of a cultural event, special event, party, wedding or other similar activity exceeding the allowable maximum occupancy.
 - Exceeding the maximum permitted occupancy, not including children under 3 years of age.
 - Noise violations, as set forth in Subsection F-1 of this Section, above, including the use of outdoor amplified sound.
 - Violations of quiet hours (10:00 PM – 7:00 AM),
 - Exceeding maximum number of vehicles
 - Exceeding fire limits, including lighting fires during bans
 - Unsecured pets and/or nuisance barking.
 - Operation of a vacation rental without a certified property manager.
 - Failure of the property owner to include the specified limits in rental agreements and online listings or advertisements.
 - Failure to include the individual property's Transient Occupancy Tax Certificate number in all contracts, advertising and online listings.

- Failure of the property owner to maintain current Transient Occupancy Tax status.
- Violation of the Terms and Conditions of Approval
- A public health and safety concern by the City of Clearlake, Local Fire Department and/or any applicable governing agency.

H. Administrative Citations: All citations may be imposed on the property owner and/or the occupants of the rental.

1. First Administration Citation of a permitted STVR within a 24-month period may be subject to a \$1,000 fine and may be suspended for a period of thirty (30) days.
2. Second Administration Citation of a permitted STVR within a 24-month period may be subject to a \$1,500 fine and suspension of said permit for forty-five (45) days.
3. Third Administration Citation of a permitted STVR within a 24-month period may be subject to a \$2,500 fine and/or suspension of said permit for sixty (60) days.
4. If citations continue to occur after the third offense, the \$2,500 fine may continue to be imposed, and the operation will be subject to the Three Strike Penalty.

I. Three Strikes Penalty: Upon receipt of any combination of three administrative citations within a 24-month period, verified violations, or the Review Authority's determination that the permit is in violation of the performance standards, the STVR Permit may be revoked, subject to prior notice and to appeal, if requested within 10 days. Should such a revocation occur, an application to reestablish a vacation rental at the subject property shall not be accepted for a minimum period of one year from date of revocation.

J. Revocation of STVR Permit: An issued STVR Permit may be revoked by the City Manager or their designee at any time if they conclude any of the following:

1. The STVR is not current on Transients Occupancy Taxes (TOT) and has not paid all said taxes to the City in full by the date upon which said taxes became due.
2. There have been three or more upheld citations within a two-year period as described in Section H. For the purpose of this section, upheld penalties/citations mean citations which were neither overturned on appeal nor dismissed.

3. The homeowner or authorized agent has submitted an STVR Application containing material misrepresentation or omission of material fact and/or use of the STVR.
4. There has been a transfer or an attempt to transfer a STVR Permit to another person, entity or property.
5. Upon receipt of any combination of three administrative citations, verified citations, or hearing officer determinations of the citations of the permit requirements or performance standards issued to the owner/authorized agent or occupants at the property within a two-year period, the vacation rental zoning permit is summarily revoked, subject to prior notice and to appeal, if requested within 10 days.

L. Appeal of Penalties/Determination: The homeowner, authorized representative or the occupants who disagree with the Review Authority's determination may appeal a decision in accordance with the City Municipal Code.

M. Advertisement Requirements: All Advertisements and/or Listings shall include the following information:

- Square Footage of the home
- Number of bathrooms and bedrooms
- Maximum occupancy, not including children under 3.
- Maximum number of vehicles (including boat/trailers).
- Quiet hours must be observed between 10:00 p.m. to 7:00 a.m.
- No outdoor amplified sound is allowed.
- The Transient Occupancy Tax Certificate number for that particular property.
- Good Neighbor Contract Requirements
- Link to the City Municipal Code (Reference Only)

N. Criteria for Denial: Short-Term Vacation Rental Applications/Permits shall not be issued or renewed if the Review Authority determines that the application does not meet the requirements set forth in this section. If an application is denied, the applicant shall be notified in writing of the reasons for the denial and informed that the decision will become final unless appealed in accordance with the City Municipal Code.

O. Application, Administrative, Monitoring and Citation Fees: Associated fees with a Short-Term Vacation Rental shall be adopted by the City Council, unless directly referenced in this section.

Section 5. If any section, subsection, clause, sentence, work or phrase of this title is for any reason held to be invalid and/or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portions of the title. The City Council declares that it would have passed and adopted this ordinance and each of the

provisions thereof irrespective of the fact that any one or more such provisions be declared invalid and/or unconstitutional.

Section 6. This ordinance shall take effect on the _____ day of _____, _____ and before the expiration of fifteen (15) calendar days after its passage it shall be published at least once in a newspaper of general circulation in the City of Clearlake.

INTRODUCED by the City Council of the City of Clearlake, County of Lake, State of California on the _____ day of _____, _____ and **PASSED AND ADOPTED** on this _____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

Mayor

ATTEST:

City Clerk



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance 289-2026
Adding Article 9-5 (Supplemental Real Property Transfer Disclosures) to Chapter IX (Building and Housing) of the Clearlake Municipal Code

MEETING DATE:
August 6, 2026

SUBMITTED BY: Alan D. Flora, City Manager
Scott Drexel, City Attorney

PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to introduce Ordinance No. 289 by title only, waive further reading, and set the second reading and adoption of the ordinance for the next regular City Council meeting. The proposed ordinance would add Article 9-5 (Supplemental Real Property Transfer Disclosures) to Chapter IX (Building and Housing) of the Clearlake Municipal Code, requiring sellers of residential real property in the City to provide buyers with a supplemental disclosure statement addressing three matters that frequently affect Clearlake buyers: (1) the City's mandatory solid waste (garbage) collection service; (2) the regulation and permitting of short-term vacation rentals; and (3) the existence of private roads not maintained by the City.

BACKGROUND/ DISCUSSION:

California law generally requires the seller of residential real property containing one to four dwelling units to provide the buyer with a Real Estate Transfer Disclosure Statement ("TDS") under Civil Code Sections 1102 through 1102.19. That state form addresses many common property conditions but does not squarely capture certain locally significant matters that are important to buyers in the City of Clearlake. Civil Code Section 1102.6a expressly authorizes any city to require disclosures in addition to those on the state form, and to use addenda to facilitate those disclosures. The proposed ordinance exercises that authority.

Over time, City staff has observed that new owners of residential property in Clearlake are frequently unaware of three continuing obligations or limitations that follow the property. The City Manager has identified better transaction-time disclosure of these three items as a priority:

1. Mandatory solid waste (garbage) collection service. In 2017, the City Council adopted Ordinance No. 198-2017 establishing universal, mandatory solid waste collection service under Clearlake

Municipal Code Chapter 11-3. Owners and occupants of developed residential property are required to subscribe to and pay for collection service through the City's franchised hauler. Delinquent charges may be assigned to the City and collected as a special assessment against the property on the county property tax roll pursuant to Clearlake Municipal Code Section 11-4.7 and Government Code Sections 38790.1 and 25831, and may thereby become a lien on the property. Buyers, particularly out-of-area buyers and buyers of second homes, are frequently unaware of the mandatory nature of the service and the potential lien exposure.

2. Short-term vacation rental (STVR) permits. The City regulates vacation rentals under Clearlake Municipal Code Section 18-19.280, which requires an STVR permit, a transient occupancy tax certificate, and a local property manager. Under that section, STVR permits "shall run with the landowner and shall automatically expire upon sale or transfer of the property." Buyers who purchase a currently-operating vacation rental often mistakenly assume that the existing permit transfers with the property. Under the ordinance, sellers would be required to disclose current STVR status and to notify the buyer of the expiration-upon-transfer rule so the buyer can plan for reapplication if the buyer intends to continue vacation rental use.
3. Private roads not maintained by the City. Many parcels in the City are accessed by private roads or easements that have not been accepted into the City-maintained road system. Under California Civil Code Section 845, in the absence of a written maintenance agreement, the owners served by a private road share maintenance costs in proportion to their use. Buyers are frequently unaware that the City does not maintain, repair, or improve the access road and that the buyer may inherit a shared maintenance obligation.

The proposed ordinance is drafted as a disclosure-only measure. It does not require any inspection, testing, repair, retrofit, correction, permit, or certificate as a condition of any transfer. It expressly provides that no transfer of title is invalidated, no obligation of any escrow holder or title insurer arises, and no lien or cloud on title is created, by reason of a failure to comply. Enforcement is administrative, through the general administrative citation provisions of Clearlake Municipal Code Chapter 1-9. Sellers are protected from liability for errors or omissions outside their personal knowledge, consistent with California Civil Code Section 1102.4. These design choices align the ordinance with the state disclosure regime, minimize legal risk, and impose a minimal burden on transferors while providing meaningful information to buyers.

The ordinance would be codified as a new Article 9-5 within Chapter IX (Building and Housing) of the Clearlake Municipal Code. Placement within Chapter IX is consistent with the existing organization of the code, which houses building and residential-property provisions in that chapter, and keeps the new disclosure requirements adjacent to related building-and-housing regulations.

The ordinance further includes standard provisions on definitions tied to existing state and local law, exemptions tracking California Civil Code Section 1102.2, delivery of the disclosure with the state-mandated TDS, administrative authority for the City Manager to finalize and update the disclosure form, a fee resolution authority, findings of exemption under the California Environmental Quality Act (CEQA Guidelines Sections 15378 and 15061(b)(3)), severability, and a 30-day effective date under Government Code Section 36933.

If the Council introduces the ordinance at this meeting, the second reading and adoption would be set for the next regular Council meeting. The ordinance would take effect 30 days after adoption. Following

adoption, staff would finalize the Exhibit A disclosure form and coordinate outreach to local professionals so the form is in circulation by the ordinance's effective date.

OPTIONS:

1. Introduce Ordinance No. 289-2026 by title only, waive further reading, and set the second reading and adoption for the next regular Council meeting.

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments: Adoption of the ordinance itself has no direct fiscal impact. Ongoing administration would consist of the City Manager's finalization and periodic revision of the disclosure form and posting it on the City's website. Should the Council determine to recover administrative costs, Section 9-5.120 authorizes a fee resolution; no fee is proposed at this stage. Publication of the ordinance summary in a newspaper of general circulation is expected to be a nominal City Clerk cost within existing operating budget.

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Economic Development
- ☐ Goal #2: Public Facilities and Infrastructure
- ☐ Goal #3: Celebrate Clearlake
- ☒ Goal #4: Clean
- ☒ Goal #5: Fiscal Sustainability
- ☒ Goal #6: Safe

SUGGESTED MOTIONS:

Direction to Staff.

- ☒ **Attachments:** 1. Draft municipal code amendment – Real Estate Disclosures

ORDINANCE NO. 289-2026

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE ADDING
ARTICLE 9-5 TO CHAPTER IX (BUILDING AND HOUSING) OF THE CLEARLAKE
MUNICIPAL CODE ESTABLISHING SUPPLEMENTAL DISCLOSURE REQUIREMENTS
FOR THE TRANSFER OF RESIDENTIAL REAL PROPERTY**

THE CITY COUNCIL OF THE CITY OF CLEARLAKE DOES ORDAIN AS FOLLOWS:

RECITALS

WHEREAS, The City of Clearlake (“City”) is a general law city organized and existing under the laws of the State of California, and pursuant to Article XI, Section 7 of the California Constitution may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, California Civil Code Section 1102.6a expressly authorizes a city to require disclosures in connection with the transfer of residential real property in addition to those disclosures required by the state Real Estate Transfer Disclosure Statement, and authorizes the use of addenda to facilitate such disclosures; and

WHEREAS, the City has adopted a mandatory, universal solid waste collection program (Clearlake Municipal Code Chapter 11-3; Ordinance No. 198-2017) under which owners and occupants of developed residential property are required to subscribe to and pay for solid waste collection service provided through the City’s franchised hauler, and the City Council finds that prospective purchasers are frequently unaware that such service and the associated charges are mandatory and continue as an obligation of the property’s ownership and occupancy; and

WHEREAS, the City regulates vacation (short-term) rentals (Clearlake Municipal Code Section 18-19.280), including by requiring a vacation rental permit, a transient occupancy tax certificate, and an available local property manager, and by limiting where and how such rentals may operate, that, under Clearlake Municipal Code Section 18-19.280, short-term vacation rental (“STVR”) permits “shall run with the landowner and shall automatically expire upon sale or transfer of the property,” and the City Council finds that prospective purchasers are frequently unaware whether a property may lawfully be used as a vacation rental, that any existing STVR permit will automatically expire upon the sale or transfer and a new owner must obtain a new permit before operating, and what continuing obligations (including transient occupancy tax) apply; and

WHEREAS, many parcels within the City are accessed by private roads, streets, or access easements that have not been accepted into the City-maintained road system, that responsibility for the maintenance, repair, and related costs of such private roads generally falls upon the owners served by them (see California Civil Code Section 845), and the City Council finds that prospective purchasers are frequently unaware that the road serving a property is private and is not maintained, repaired, or improved by the City, and that the property may be subject to a shared road maintenance obligation; and

WHEREAS, the City Council finds that requiring a supplemental written disclosure of these matters at the time of transfer of residential real property—without requiring any inspection, repair, retrofit, correction, permit, or certificate as a condition of transfer—will provide prospective purchasers with material

information bearing on the cost and use of the property while imposing a minimal burden on transferors; and

WHEREAS, this Ordinance is intended to supplement, and not to conflict with, duplicate, or supplant, the disclosure obligations imposed by California Civil Code Sections 1102 et seq. and other applicable state law, and is to be construed consistently with such law; and

WHEREAS, the City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) as further set forth below.

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

SECTION 1. Findings.

The City Council finds and determines that the foregoing Recitals are true and correct and are incorporated herein by this reference as findings in support of this Ordinance.

SECTION 2. Addition of Municipal Code Chapter.

Article 9-5 (Supplemental Real Property Transfer Disclosures) is hereby added to Chapter IX (Building and Housing) of the Clearlake Municipal Code to read as follows:

ARTICLE 9-5

SUPPLEMENTAL REAL PROPERTY TRANSFER DISCLOSURES

§ 9-5.010 Short Title.

This Article shall be known and may be cited as the “Clearlake Supplemental Real Property Transfer Disclosure Ordinance.”

§ 9-5.020 Purpose and Intent.

The purpose of this Article is to protect the public health, safety, and welfare by ensuring that prospective purchasers of residential real property within the City receive timely, written disclosure of three locally significant matters that frequently are not understood by purchasers and that affect the cost and lawful use of property in the City: (1) the City’s mandatory solid waste (garbage) collection requirement; (2) the regulation and permitting of vacation (short-term) rentals; and (3) the existence of private roads not maintained by the City. This Article is adopted pursuant to the City’s police power and California Civil Code Section 1102.6a. It is intended to supplement state-mandated disclosures and shall be construed consistently with, and not in conflict with, California Civil Code Sections 1102 et seq. and other applicable state law. This Article is a disclosure measure only and does not require any inspection, testing, repair, retrofit, correction, permit, or certificate as a condition of the transfer of any property.

§ 9-5.030 Authority.

This Article is adopted pursuant to Article XI, Section 7 of the California Constitution and California Civil Code Section 1102.6a.

§ 9-5.040 Definitions.

For purposes of this Article, the following terms have the meanings set forth below. Terms not defined here have the meanings given in California Civil Code Sections 1102 et seq. or elsewhere in the Clearlake Municipal Code.

- (a) “City” means the City of Clearlake.
- (b) “Residential real property” means real property located within the City that is improved with one to four dwelling units, including a single-family residence and a residential manufactured home affixed to a permanent foundation, consistent with the scope of California Civil Code Section 1102.
- (c) “Transfer” means a sale, exchange, installment land sale contract, lease with an option to purchase, ground lease coupled with improvements, or transfer of a residential stock cooperative, of residential real property, to the extent such transactions are subject to the disclosure requirements of California Civil Code Sections 1102 et seq.
- (d) “Transferor” means the seller or other person conveying residential real property by Transfer; “Transferee” means the buyer or other person to whom such property is conveyed.
- (e) “Mandatory solid waste service” means the universal, mandatory solid waste collection service required under Clearlake Municipal Code Chapter 11-3 and Ordinance No. 198-2017, as may be amended.
- (f) “Vacation rental” (also “short-term rental” or “short-term vacation rental (STVR)”) means the rental of a residential dwelling unit, or a room therein, for compensation for a period of fewer than 30 consecutive days, as regulated under Clearlake Municipal Code Section 18-19.280, as may be amended.
- (g) “Private road” means any road, street, lane, or vehicular access easement serving the property that has not been accepted into and is not maintained, repaired, or improved by the City.
- (h) “Supplemental Disclosure Statement” means the Clearlake Supplemental Real Property Transfer Disclosure Statement in the form attached to the ordinance codified in this Article as Exhibit A, as it may be amended from time to time pursuant to Section 9-5.110.
- (i) “City Manager” means the City Manager of the City of Clearlake or his or her designee.

§ 9-5.050 Applicability.

Except as exempted in Section 9-5.060, this Article applies to every Transfer of residential real property located within the City. The obligations of this Article are in addition to, and not in lieu of, any disclosure obligation imposed by state law.

§ 9-5.060 Exemptions.

This Article does not apply to any transfer that is exempt from the Real Estate Transfer Disclosure Statement requirement under California Civil Code Section 1102.2, including but not limited to:

- (a) Transfers pursuant to court order, including transfers ordered by a probate court in the administration of an estate, transfers pursuant to a writ of execution, transfers by a bankruptcy trustee, transfers by eminent domain, and transfers resulting from a decree for specific performance;

- (b) Transfers by a trustee under a deed of trust, or by a mortgagee or beneficiary, pursuant to a power of sale or a decree of foreclosure, or by a mortgagee or beneficiary who has acquired the property at a sale conducted pursuant to a power of sale or a decree of foreclosure;
- (c) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- (d) Transfers from one co-owner to one or more other co-owners;
- (e) Transfers made to a spouse, or to a person in the lineal line of consanguinity of one or more of the transferors;
- (f) Transfers between spouses resulting from a judgment of dissolution of marriage, legal separation, or a property settlement agreement incidental to such a judgment;
- (g) Transfers by the State Controller for unclaimed property, transfers as a result of the failure to pay taxes, and transfers or exchanges to or from any governmental entity; and
- (h) Any other transfer exempted from disclosure under California Civil Code Section 1102.2 or other applicable law.

§ 9-5.070 Supplemental Disclosure Required.

In every Transfer subject to this Article, the Transferor shall complete, sign, and deliver to the Transferee a Supplemental Disclosure Statement in substantially the form set forth in Exhibit A. The Transferor shall complete the Supplemental Disclosure Statement in good faith based upon the best of the Transferor's actual knowledge as of the date of completion. A real estate licensee assisting in the Transfer shall have the same duties, and the same limitations on liability, with respect to the Supplemental Disclosure Statement as are provided under California Civil Code Sections 1102 et seq. with respect to the Real Estate Transfer Disclosure Statement.

§ 9-5.080 Time and Manner of Delivery.

The Supplemental Disclosure Statement shall be delivered to the Transferee as soon as practicable before transfer of title, in the same manner as, and to the extent practicable together with, the Real Estate Transfer Disclosure Statement required by California Civil Code Section 1102.3. Delivery may be made in person, by mail, or by electronic delivery to the extent authorized under California law. The Transferee's rights upon late delivery shall be as provided in California Civil Code Section 1102.3. Neither the failure to deliver, nor any error, inaccuracy, or omission in, the Supplemental Disclosure Statement shall invalidate a Transfer or affect title to the property, consistent with Section 9-5.100.

§ 9-5.090 Contents of the Supplemental Disclosure Statement.

The Supplemental Disclosure Statement shall request disclosure of the following, to the extent within the Transferor's actual knowledge:

- (a) Mandatory solid waste (garbage) service. Whether the property is subject to the City's mandatory solid waste service requirement under Clearlake Municipal Code Chapter 11-3; the identity of the City's franchised hauler; that subscription to and payment for solid waste service is mandatory for developed and occupied residential property and continues as an obligation associated with ownership and occupancy of the property; that delinquent solid waste charges may be assigned to

the City and collected as a special assessment against the property on the county property tax roll, in the same manner as ordinary municipal taxes, pursuant to Clearlake Municipal Code Section 11-4.7 and Government Code Sections 38790.1 and 25831, and may thereby become a lien on the property; and whether any exemption (such as for a vacant undeveloped lot or an owner-occupied vacation home) is known to the Transferor to apply to the property.

- (b) Vacation (short-term) rental. Whether the property is currently used or operated as a vacation rental; whether the property holds a current City vacation rental permit and transient occupancy tax certificate (and, if so, the permit and certificate numbers); a notice that, under Clearlake Municipal Code Section 18-19.280, a short-term vacation rental (“STVR”) permit “shall run with the landowner and shall automatically expire upon sale or transfer of the property,” such that a new owner must obtain a new STVR permit before operating a vacation rental; and whether the Transferor is aware of any code violation, complaint, or unpaid transient occupancy tax relating to vacation rental use of the property.
- (c) Private roads and access. Whether the property is accessed by a private road that is not maintained, repaired, or improved by the City; whether a recorded road maintenance agreement or a road association exists with respect to that road; and the Transferor’s knowledge of any maintenance responsibility or cost-sharing obligation (including under California Civil Code Section 845) affecting access to the property.

§ 9-5.100 Effect of Disclosure; No Warranty; No Effect on Title.

- (a) The Supplemental Disclosure Statement is not a warranty of any kind by the Transferor or by any real estate licensee involved in the Transfer, and is not a substitute for any inspection or investigation the Transferee may wish to obtain.
- (b) Nothing in this Article requires any inspection, test, repair, retrofit, correction, permit, or certificate, or compliance with any vacation rental or solid waste requirement, as a condition of Transfer.
- (c) No Transfer of title shall be invalid, and no obligation of any escrow holder or title insurer shall arise or be affected, by reason of a failure to comply with this Article. This Article creates no lien on, and no defect in or cloud upon, title to any property.
- (d) This Article shall be construed to supplement and not to conflict with California Civil Code Sections 1102 et seq. To the extent any provision of this Article is in conflict with state law, state law controls and the remaining provisions of this Article shall remain in full force and effect.

§ 9-5.110 Disclosure Form; Administrative Authority.

The City Manager is authorized to adopt, and from time to time to revise, the form of the Supplemental Disclosure Statement consistent with this Article and applicable state law, and to adopt administrative procedures, instructions, and informational materials to implement this Article. The form attached as Exhibit A shall be effective until revised. Revisions that add or modify disclosure categories shall be consistent with the purposes stated in Section 9-5.020.

§ 9-5.120 Fees.

The City Council may, by resolution, establish fees to recover the reasonable costs of administering this Article. No fee shall exceed the reasonable cost of providing the service for which it is charged.

§ 9-5.130 Enforcement.

- (a) A Transferor who willfully fails to deliver a required Supplemental Disclosure Statement, or who willfully makes a material misstatement of fact in a Supplemental Disclosure Statement, is subject to enforcement under the general enforcement and administrative citation provisions of the Clearlake Municipal Code, including without limitation Chapter 1-9 (Administrative Citations).
- (b) The remedies provided in this Article are cumulative and in addition to any other remedies available at law or in equity. Consistent with California Civil Code Section 1102.13, the failure to comply with this Article shall not invalidate a Transfer.
- (c) A Transferor is not liable for any error, inaccuracy, or omission of any information in the Supplemental Disclosure Statement if the error, inaccuracy, or omission was not within the personal knowledge of the Transferor, consistent with California Civil Code Section 1102.4.

SECTION 3. CEQA.

The City Council finds that this Ordinance is not a “project” subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15378, and alternatively is exempt under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance, which establishes informational disclosure requirements and authorizes no physical activity, may have a significant effect on the environment. City staff is directed to file a Notice of Exemption as appropriate.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or words be declared invalid or unconstitutional.

SECTION 5. Effective Date and Publication.

This Ordinance shall take effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days after its adoption, the City Clerk shall cause this Ordinance, or a summary thereof, to be published in accordance with Government Code Section 36933, in a newspaper of general circulation published and circulated in the City, together with the names of the members of the City Council voting for and against the Ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Clearlake at a regular meeting held on the ____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dirk Slooten, Mayor

ATTEST:

Melissa Swanson, City Clerk

APPROVED AS TO FORM:

Scott Drexel, City Attorney

EXHIBIT A

CLEARLAKE SUPPLEMENTAL REAL PROPERTY TRANSFER DISCLOSURE STATEMENT

This Supplemental Disclosure Statement is made pursuant to Article 9-5 of Chapter IX of the Clearlake Municipal Code and California Civil Code Section 1102.6a. It is in addition to, and not a substitute for, the Real Estate Transfer Disclosure Statement and other disclosures required by state law. **THIS IS A DISCLOSURE OF THE SELLER’S KNOWLEDGE AS OF THE DATE SIGNED. IT IS NOT A WARRANTY.** The City of Clearlake does not require any inspection, repair, permit, or certificate as a condition of sale.

Property Address: _____

Assessor’s Parcel No. (APN): _____

1. Mandatory Solid Waste (Garbage) Service

The City of Clearlake requires owners and occupants of developed residential property to subscribe to and pay for solid waste (garbage, recycling, and yard waste) collection service through the City’s franchised hauler (Clearlake Municipal Code Ch. 11-3). This requirement is **MANDATORY** and continues as an obligation of owning and occupying the property. Delinquent solid waste charges may be assigned to the City and collected as a special assessment on the county property tax roll, and may become a lien on the property (Clearlake Municipal Code § 11-4.7; Government Code §§ 38790.1, 25831).

Is the property currently subject to the City’s mandatory solid waste service requirement? ☐ Yes ☐ No
☐ Unknown

Name of franchised hauler / account status (if known): _____

Does the seller believe any exemption applies (e.g., vacant undeveloped lot; owner-occupied vacation home)? ☐ Yes ☐ No ☐ Unknown

If yes, explain the claimed exemption: _____

2. Vacation (Short-Term) Rental

The City regulates vacation rentals — dwellings rented for fewer than 30 consecutive days — and requires a Short-Term Vacation Rental (STVR) permit, a transient occupancy tax (TOT) certificate, and a local property manager (Clearlake Municipal Code § 18-19.280). **IMPORTANT:** Under § 18-19.280, STVR permits “shall run with the landowner and shall automatically expire upon sale or transfer of the property.” Any existing permit will expire at this transfer; a buyer who intends to operate a vacation rental must apply for and obtain a new STVR permit before doing so, and should not assume the property may lawfully be used as a vacation rental.

Is the property currently used or operated as a vacation (short-term) rental? ☐ Yes ☐ No ☐ Unknown

Does the property hold a current City vacation rental permit and TOT certificate? ☐ Yes ☐ No ☐ Unknown

If yes, permit no. / TOT certificate no.: _____

Is the seller aware of any code violation, complaint, or unpaid transient occupancy tax relating to vacation rental use of the property? ☐ Yes ☐ No ☐ Unknown

If yes, explain: _____

Buyer acknowledges that any existing STVR permit automatically expires upon this sale or transfer and that a new STVR permit must be obtained before operating a vacation rental: ☐ Acknowledged

3. Private Roads and Access

Some properties in the City are reached by private roads that the City does NOT maintain, repair, plow, or improve. Owners served by a private road are generally responsible for its upkeep and may share those costs (see California Civil Code § 845).

Is the property accessed by a private road that is not maintained by the City? ☐ Yes ☐ No ☐ Unknown

Is there a recorded road maintenance agreement or a road association for that road? ☐ Yes ☐ No ☐ Unknown

Describe any known maintenance or cost-sharing responsibility affecting access: _____

4. Other Locally Significant Conditions

Describe any other locally significant condition known to the seller (or write "None"): _____

Seller Certification

The undersigned seller certifies that the information set forth above is true and correct to the best of the seller's actual knowledge as of the date signed.

Seller Date: _____

Seller Date: _____

Buyer Acknowledgment of Receipt

Buyer Date: _____

Buyer Date: _____



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Consideration of Amendments to the Management Benefit Plan; Resolution No. 2026-30

MEETING DATE:
August 6, 2026

SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider amendments to the Management Benefit Plan for clarification and to align with current state law.

BACKGROUND/DISCUSSION:

The Management Benefit Plan (Chapter 6 of the Clearlake Personnel Rules) governs classification, compensation, benefits, and working conditions for management employees of the City of Clearlake. Staff periodically review these administrative rules to ensure legal compliance with evolving California labor laws and to maintain clear operational guidelines.

Section 6-2.7 clarifies that the City's contract with the California Public Employees Retirement System (CalPERS) has been modified to allow management employees to convert unused sick leave to service credit upon retirement. This was completed in 2009 by Resolution No. 2009-50.

In accordance with California Assembly Bill 1949 (Government Code Section 12945.7), Section 6-2.11 has been updated to specify that the five days of bereavement leave do not need to be taken consecutively, provided all days are completed within three months of the date of death. Further, the amendment adds language granting the City the authority to request standard verification documentation (e.g., obituary, death certificate, or funeral home documentation) within 30 days of the first day of leave.

Section 6-2.16 affirms that management employees serve at-will. The revised language clarifies that standard disciplinary hearing procedures do not apply to management personnel unless explicitly provided for within an individual executed employment contract.

OPTIONS:

1. Move to adopt Resolution No. 2026-30.
2. Other direction

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Economic Development
- ☐ Goal #2: Public Facilities and Infrastructure
- ☐ Goal #3: Celebrate Clearlake
- ☐ Goal #4: Clean
- ☐ Goal #5: Fiscal Sustainability
- ☐ Goal #6: Safe

SUGGESTED MOTIONS:

Move to adopt Resolution 2026-30.

- ☒ **Attachments:** 1) Redlined Management Benefit Plan
- 2) Resolution No. 2026-30

CHAPTER 6
MANAGEMENT EMPLOYEES
CLASSIFICATION AND BENEFIT PLAN
SECTION 6

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CHAPTER 6
MANAGEMENT EMPLOYEES
CLASSIFICATION AND BENEFIT PLAN
SECTION 6

SECTION 6.1 CLASSIFICATION PLAN

Section 6-1.1 Classification Plan, Management: The following Classifications are considered “Management” employees:

CITY MANAGER
ASSISTANT CITY MANAGER
ADMINISTRATIVE SERVICES DIRECTOR/CITY CLERK
CHIEF OF POLICE
COMMUNITY DEVELOPMENT DIRECTOR
CITY ENGINEER
DIRECTOR OF PUBLIC WORKS
PUBLIC WORKS SUPERINTENDENT
DIRECTOR OF FINANCE
POLICE CAPTAIN
POLICE LIEUTENANT
SENIOR PLANNER
PUBLIC WORKS CONSTRUCTION PROJECT MANAGER

SECTION 6-2 BENEFIT PLAN

Section 6-2.1 Salary Adjustments:

Management Employees shall receive a salary adjustment each July 1st. The salary adjustment shall take into consideration the March to March U.S. All Urban Cities Consumer Price Index, equity adjustments based on the labor market, and the financial condition of the City. (Res 28-2007)

Section 6-2.2 Longevity Pay:

The City will provide a longevity payment to all sworn and non-sworn unit employees based on the following schedule:

Completion of Years of Service	% of Salary Longevity Payment
5	1.0%
6	2.0%
7	3.0%
8	4.0%

9	5.0%
10	6.0%
11	7.0%
12	8.0%
13	9.0%
14	10.%
15	11%

(Res 97-04 and 2009-50)

Section 6-2.3 Medical/Dental/Vision and Life Insurance: The City will provide one hundred (100%) of the monthly premium for the employee and dependents including a \$50,000 life insurance policy for each - employee and \$100,000 Line of Duty benefit for each safety ~~employee-employee.~~ (Res 2017-45)

Section 6-2.4 Retirement Contribution: All employees shall pay 100% of the employee's share of the Public Employees Retirement System (Res 2017-45).

The City shall maintain a deferred compensation plan of the City's choice for employee's voluntary participation in said plan.
(Res 86-108, Res 93-79)

Section 6-2.5 Executive Leave Account: The City shall establish an executive leave account for management employees.

- a) All management employees shall be entitled to executive leave of 80 hours per fiscal year with full pay.
- b) Executive leave does not accumulate and is not earned vacation time or benefit.
- c) Executive leave shall be credited to management employees on the first full pay period commencing after July 1st of each year.
- d) Executive leave accruals not used by June 30th each year are lost.
- e) In the event of any conflict or inconsistency between the provisions of this Plan and any employee contract, the provisions of the employee contract shall control.

Unused executive leave may be paid out up to forty (40) hours per calendar year (Res 2017-45).

Section 6-2.6 Sick Leave: Each employee shall accrue sick leave at the rate of eight hours per month which shall be placed in a sick leave account for each employee. (Res 86-108)

Section 6-2.7 Unused Sick Leave Conversion: The City ~~'s-will-modify-its~~ contract with the Public Employees Retirement System (PERS) ~~to allow~~allows management employees to convert unused sick leave to service credit upon retirement (Res 2009-50).

Section 6-2.8 Sick Leave Incentive:

- (a) Management employees who have an accrued sick leave account balance on June 30th of not less than 192 hours of sick leave shall be eligible to receive benefits during the subsequent fiscal year under the Annual Sick Leave Incentive Program.

On July 1st of each year the unused portion of sick leave accrued during the previous fiscal year which is in excess of eight (8) days, but not to exceed thirty (32) hours, shall be placed in the Annual Sick Leave Incentive Program. Eligible employee may elect to:

1. receive pay-off of that portion of unused sick leave which has been placed in the Annual Sick Leave Incentive Program up to the maximum of thirty (32) hours; or
2. convert said unused sick leave which has been placed in the Annual Sick Leave Incentive Program to vacation leave up to the maximum of thirty (32) hours; or
3. return said unused sick leave which has been placed in the Annual Sick Leave Incentive Program said unused leave to the employee's sick leave account.

- (b) Employees who have:

- 1) completed 20 years of service with the City of Clearlake; and
- 2) have a minimum balance of 1,000 hours of accrued unused sick leave; and
- 3) who separate from employment for any reason except termination for cause shall upon separation from employment with the City receive sick leave pay-off of one-hundred (100%) percent of the accrued unused sick leave balance that is in excess of 1,000 hours up to a maximum of 500 hours of sick leave pay-off.

At the City's sole discretion, sick leave pay-off may be paid to the employee spread over a period of up to three (3) fiscal years. Whenever sick leave payment is not paid in full at the time of separation, sick leave payment shall not be subject to interest and payments shall be dispersed to the employee at a minimum rate of one-third (1/3) of the total amount of sick leave pay due the employee with the first payment to be made upon separation from employment with the City and each subsequent payment to be made on the anniversary date of separation. (Res 86-108, Res 93-79, Res 02-40)

Section 6-2.9 Vacation: Effective January 1, 1997, each employee covered under this benefit plan shall earn vacation leave with pay as follows:

<u>Years of Service</u>	<u>Vacation Hours Per Year</u>
0 - 2 yrs.	96
2 - 3	100
4	104
5	108
6	112
7	116
8	120
9	124
10	128
11	132
12	136
13	140
14	144
15	148
16	152
17	156
18	160
19	164
20	168

An employee may accumulate unused vacation leave up to a maximum of twice the number of days due annually. Under extraordinary circumstances and when the best interest of the City so requires, the City Manager may permit a temporary accumulation of vacation leave in excess of the maximum accrued. (Res 86-108, Res 93-79, Res 97-04)

Section 6-2.10 Holidays: The following holidays shall be observed:

New Years Day ---- January 1st
Martin Luther King's Birthday -- Third Monday in January
Washington's Birthday -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4th
Labor Day -- 1st Monday in September
Veteran's Day -- November 11th
Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

(Res 86-108)

Section 6-2.11 Bereavement Leave: An employee shall receive five (5) days bereavement leave due to death of his or her parent, step-parent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of death. The five days do not need to be taken consecutively and all leave days must be completed within three months (90 days) of the date of death. City may request documentation to verify the leave within thirty (30) days of the first day of leave. (Res 86-108; Resolution No. 2026-30)

Section 6-2.12 Mileage Reimbursement:

- a) Effective immediately, except for the Chief of Police, Police Captain and Police Lieutenant, management employees shall receive \$200 per month vehicle allowance unless otherwise provided for under the terms and conditions of an employment contract.
- b) The Chief of Police shall have personal use of a City vehicle.
- c) The Police Captain and Police Lieutenant shall have use of a city vehicle during the course of conducting business or events which arise as a result of city employment. The Police Captain and Police Lieutenant may have the privilege of a city vehicle while traveling to and from work of the Clearlake Police Department subject to approval by the City Manager.
- d) The Public Works Director and Public Works Superintendent shall have the use of a City vehicle during the course of conducting business or events which arise as a result of City employment. The vehicle may be used while traveling to and from work subject to approval of the City Manager. (Res 2009-44)

Benefits provided pursuant to provisions of this section shall be subject to applicable State and Federal taxes. (Res 86-108, Res 00-96, Res 02-40)

Section 6-2.13 Legal Representation: The City will provide legal defense of its public employees pursuant to requirements set forth in Part 7 of the California Government Code commencing with Section 995. (Res 86-108, Res 02-40)

Section 6-2.14 Disability Plan: City shall provide a disability indemnity plan either through State Disability and/or a private plan. The type of plan shall be at the sole discretion of the City, however, benefits provided under said plan shall not be less than the benefits provided under the State Disability Plan. (Res 86-108, Res 02-40)

Section 6-2.15 Tuition and Books: The City will reimburse management employees up to \$600 per year for the cost of educational classes and books to encourage higher education, subject to the approval of the City Manager (Res 2009-50).

Section 6-2.16 Disciplinary Action: Management employees are employed “at-will.” Disciplinary procedures set forth in the City of Clearlake Personnel Rules do not apply to management employees unless explicitly provided for in a written employment contract. (Resolution No. 2026-30)~~Disciplinary action of management employee shall be subject to the disciplinary procedures set forth in the Personnel Rules of the City of Clearlake unless otherwise provided for under the terms and conditions of an “at will” employment contract.~~
(Res 02-40)

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Section 6-2.17 Incentives – Certificate Incentive: Police Lieutenants who possess a POST Advanced Certificate shall be paid in an amount equal to two and one-half (2.5%) percent of base pay.

Section 6-2.18 Conflicts: In the event that any of the provisions of this agreement conflict with those contained within a personal employment contract, the terms of the contract shall take precedent. (Res 02-40)

(Res 86-108) November 17, 1986
(Res 87-04) January 5, 1987
(Res 87-75) September 8, 1987
(Res 93-79) September 14, 1993
(Res 97-04) January 9, 1997
(Res 99-34) July 22, 1999
(Res 99-60) November 18, 1999
(Res 02-40) June 27, 2002
(Res 28-2007) June 28, 2007
(Res 2009-44) September 24, 2009
(Res 2009-50) October 22, 2009
(Res 2017-45) July 13, 2017
(Res 2019-14) March 28, 2019
(Res 2020-56) November 5, 2020
(Res 2022-16) April 7, 2022
(Res 2023-04) January 5, 2023
(Res 2026-30) August 6, 2026

Codified and updated through ~~January 5, 2023~~August 6, 2026.

RESOLUTION NO. 2026-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLEARLAKE AMENDING THE MANAGEMENT
EMPLOYEES CLASSIFICATION AND BENEFIT PLAN**

WHEREAS, the City adopted a Management Employees Classification and Benefit Plan (“Plan”) on November 17, 1986 and such Plan has been amended multiple times; and

WHEREAS, a review has been completed of the Plan and the City has found the need for amendments to the Plan for clarification and to align with current state law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clearlake that the Management Employees Classification and Benefit Plan is hereby amended as shown in Attachment A.

PASSED AND ADOPTED on August 6, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, City of Clearlake

ATTEST:

City Clerk, City of Clearlake



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Consideration of Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference in September 2026

MEETING DATE:
August 6, 2026

SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider designating a voting delegate and up to two alternates to vote during the League of California Cities (CalCities) Annual Conference in September 2026.

BACKGROUND/DISCUSSION:

The League of California Cities (CalCities) Annual Conference is scheduled for September 23–25, 2026, in Anaheim. During the conference, designated voting delegates will consider and act on resolutions that establish official CalCities policy. To ensure the City's vote is represented, the City Council must designate one primary voting delegate and up to two alternates.

All Council Members plan to attend the conference. Staff will provide the resolution packet and voting topics to Council as soon as they are released by CalCities.

OPTIONS:

1. Designate one voting delegate and up to two alternates.
2. Other direction

FISCAL IMPACT:

☐ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

☐ Goal #1: Economic Development

☐ Goal #2: Public Facilities and Infrastructure

- ☐ Goal #3: Celebrate Clearlake
- ☐ Goal #4: Clean
- ☐ Goal #5: Fiscal Sustainability
- ☐ Goal #6: Safe

SUGGESTED MOTIONS:

Move to designate _____ as voting delegate and _____ as alternate(s) .

☐ **Attachments:**