



CITY COUNCIL SPECIAL MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, December 16, 2021

Special Meeting 2:00 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) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for City Council consideration by sending them to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the City Council adequate time to review your questions and comments, please submit your written comments prior to 12:00 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.*

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: <https://clearlakeca.zoom.us/j/88602432959>

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. 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. Adoption of Resolution Number 2021-59, a resolution approving the applications for the Per Capita Grant Funds.
Recommended Actions: Adopt Resolution No. 2021-59 and approve staff to submit the Per Capita grant application.
2. Award of Contract for the Purchase and Installation of New Traffic Signal Controllers at Old Highway 53 & Lakeshore Drive
Recommended Action: Authorize City Manager to enter into a contract with DC Electric for provision and installation of new traffic controllers with video detection system.
3. Authorize the Purchase of a Submersible Pump and Related Equipment to Provide Irrigation Water to Redbud Park
Recommended Action: Authorize purchase
4. Adoption of Resolution Opting to Affirm an Exemption from the Requirements of Mandatory Organics Collection Services Associated with SB 1383
Recommended Action: Adopt resolution
5. Approval of Design Services Contract with California Engineering Company for the 18th Avenue Road and Infrastructure Project
Recommended Action: Approve contract.
6. Continuation of Declaration of Local Emergency Issued on August 23, 2021 and Ratified by Council Action on September 16, 2021
Recommended Action: By motion keep declaration of emergency active and set next review in sixty days
7. Continuation of Declaration of Local Emergency Issued on August 18, 2021 and Ratified by Council Action on August 19, 2021
Recommended Action: By motion keep declaration of emergency active and set next review in sixty days
8. Continuation of Declaration of Local Emergency Issued on October 9, 2017 and Ratified by Council Action October 12, 2017
Recommended Action: By motion keep declaration of emergency active and set next review in 30 days
9. Continuation of Authorization to Implement and Utilize Teleconference Accessibility to Conduct Public Meetings Pursuant to Assembly Bill 361
Recommended Action: Adopt Resolution
10. Continuation of Declaration of Local Emergency Issued on March 14, 2020 and Ratified by Council Action on March 19, 2020
Recommended Action: By motion keep declaration of emergency active and set next review in sixty days

D. PUBLIC HEARING

11. Discussion and Consideration of Resolution SA 2021-04 Approving of a Purchase and Sale Agreement for the Sale of 29 acres of Property at 2890 Old Highway 53, Clearlake
Recommended Action: Adopt Resolution 2021-04 Approving the Sale of 29 acres of Property at 2890 Old Highway 53 and authorize the City Manager/Executive Director to execute any necessary documents to complete the sale.

E. BUSINESS

12. Discussion and Consideration of Purchase Agreement for Property Located at 6461 Manzanita Ave. and 6452 Francisco Ave., Clearlake
Recommended Action: Approve the purchase of property located at 6461 Manzanita Ave. and 6452 Francisco Ave., Clearlake and authorize the City Manager to execute any necessary documents to complete the purchase.

F. CLOSED SESSION

(13) LIABILITY CLAIMS: Claimant: Glen Gillham; Agency Claimed Against: City of Clearlake

G. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION

H. ADJOURNMENT

POSTED: December 14, 2021

BY:



Melissa Swanson, Administrative Services Director/City Clerk

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Adoption of Resolution No. 2021-59, A Resolution of the City of Clearlake, approving applications for Per Capita Grant Funds	MEETING DATE: December 16, 2021
SUBMITTED BY: Tina Viramontes – Facilities Coordinator/Deputy City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve an application for Per Capita Grant funds.

BACKGROUND/DISCUSSION: the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing applications. The City is eligible to receive \$177,952.00. The process is not competitive, but projects must meet certain criteria.

Staff recommends submitting an application for the Austin Beach Water Improvement Project. This project will consist of the installation of an aquatic bubble curtain and aeration equipment in the water at the Austin Beach location. This project is expected to have a significant impact on water quality and will help create cleaner and safer water in the designated area. This will enable residents to enjoy the water for a longer period each year.

Staff sent out an RFP and the selected proposal was \$185,060.88. The City budgeted \$125,000 for this project initially, and would propose using the existing funding to make up the difference with the grant costs and the remaining funds can be designed for other projects in the parks such as tennis court lights, etc.

If adopted, staff will submit the application for park improvement funding.

OPTIONS:

1. Move to adopt Resolution No. 2021-59 and approve staff to submit the Per Capita grant application.
2. Other direction.

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

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

Section C, Item 1.

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

Comments: Upon receipt of the grant funds internal transfers can be used to manage project adjustments.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to adopt Resolution No. 2021-59 and approve staff to move forward with the grant applications.

- Attachments:** 1) Resolution No. 2021-59

RESOLUTION NO. 2021-59
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee’s Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Per Capita Grant program grant project(s); and
2. Certifies that said grantee has or will have sufficient available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete and maintain project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Clearlake general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001 (b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum -Promoting Diversity and Inclusion in Our National Parks, the City of Clearlake will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low income and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

- 8. Agrees that to the extent practical, the project(s) will provide workforce education and training, contractor, and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
- 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures. (PRC §80062(d)).
- 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provision contained in the contract shown in the Procedural Guide; and
- 11. Delegates the authority to the City of Clearlake City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
- 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED AND ADOPTED the ___ day of December 2021

I, the undersigned, hereby certify that the foregoing Resolution Number 2021- 59 was duly adopted by the City of Clearlake City Council following a roll call vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Mayor, City of Clearlake

ATTEST:

City Clerk, City of Clearlake

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Award of Contract for the Purchase and Installation of New Traffic Signal Controllers at Old Highway 53 & Lakeshore Drive	MEETING DATE: December 16, 2021
SUBMITTED BY: Dale Goodman, Director of Public Works	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to award contract for the purchase and installation of new traffic controllers with video detection systems at the Old Highway 53 & Lakeshore Drive intersection.

BACKGROUND/DISCUSSION:

The City owns and operates two traffic signals, at the intersections of Old 53 & Olympic and Old 53 & Lakeshore. The controllers at both locations are archaic and need to be upgraded. The sensor loops in both locations are failing, which reduces the signal control function to nothing more than a timer, with no consideration given to current traffic conditions. Just recently, the controller cabinet at the Old 53 & Lakeshore was significantly damaged during a traffic accident, and staff will be making a claim against the responsible party’s insurance for the replacement of the cabinet.

Staff has requested a proposal for provision and installation of new traffic controllers with video detection systems at the Old 53 & Olympic and Old 53 & Lakeshore intersections from DC Electric. DC Electric is already contracted to do camera installation work for the Police Department at both intersections sometime in January. Combining this new installation with the one already scheduled will save mobilization costs, allow the done sooner, and reduce the number of hours traffic will be impacted by the installation work.

While these projects are technically an eligible use for Measure V funds, staff have identified two available grant sources to perform the traffic signal upgrades. The quote is for updating both signals, however the priority is the Lakeshore Drive/Old Highway 53 signal. This can be done in January with RSTP funds. The other intersection will be eligible for STIP funds in July 2022. At this time, we recommend awarding the contract only for the Lakeshore Drive/Old Highway 53 project.

OPTIONS:

1. Council to approve this action and direct the City Manager to enter into a contract with DC Electric for provision and installation of new traffic controllers with a video detection system at the Old Highway 53 & Lakeshore Drive intersection for the amount of \$57,350, plus a 10% contingency.
2. Other direction

FISCAL IMPACT:

None \$57,350 Budgeted Item? Yes No

Section C, Item 2.

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

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

Comments: Needed adjustments to be included in Mid-Year Budget Adjustments.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
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- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to approve this action and direct the City Manager to enter into a contract with DC Electric for provision and installation of new traffic controllers with video detection systems at the Old Highway 53 & Lakeshore Drive intersection for the amount of \$57,350, plus a 10% contingency.

ATTACHMENTS:

1. DC Electric proposal for work at Old 53 & Lakeshore



November 30, 2021

City of Clearlake
Attn: Dale Goodman, Director of Public Works
Department of Public Works
14050 Olympic Dr.
Clearlake, CA 95422
Via e-mail: dgoodman@clearlake.ca.us

Job Name: Replace Old/Obsolete Traffic Signal Cabinet, Controller, CMU and Install New Video Detection
Job Location: Old Hwy 53 & Lakeshore Dr, Clearlake, CA

Dear Mr. Goodman,

As requested, we offer to perform the following work based on our standard terms and conditions, at the prices shown below:

Replace TS Cabinet & Controller (\$27,625.00):

- Establish temporary traffic control, set to “Red Flash,” place stop signs, and disconnect power (i.e. black).
- Disconnect, remove & salvage existing externally mounted BBS enclosure for re-use.
- Remove and dispose of the existing old 332 traffic signal cabinet and old 170 controller and 210 CMU.
- Furnish and install one (1) new fully loaded 332L cabinet on the existing foundation.
- Furnish and install one (1) new 2070E controller complete with 2033 software and 2010ECL CMU.
- Re-install existing externally mounted BBS enclosure and make necessary connections.
- Restore power to intersection and place intersection back in “Red Flash” as soon as possible.
- Terminate all remaining field conductors and enter signal timing (provided by City/others).
- Check all detection, check all signal indications, and notify City when complete.

Furnish and Install New Video Detection System (\$29,725.00):

- Establish temporary traffic control.
- Furnish and install a new four (4) camera Iteris Vantage NEXT™ video detection system at the subject intersection.
- Furnish and install the necessary cable through existing conduits and mount the camera on the signal mast arm.
- Install all necessary mounting hardware, cabinet components, and program the camera for proper operation (vehicles and bicyclists), including advanced detection.

Total Labor, Material & Equipment... \$57,350.00

Pricing valid for 30 days.

Price assumes all conduits are in-tact, accessible, and capable of accepting the new video cable(s) without removal/replacement/repair of existing conductors or conduit.

Lead-times are as follows (from receipt of Notice to Proceed from the City of Clearlake):

- 12-16 weeks for the new signal cabinet and controller.
- 6-8 weeks for the new video detection.

All other material is stock with DC Electric Group, Inc. and work can begin within 15 business days from receipt of said material.



This offer is hereby accepted on this _____ day of _____, 2021.

City of Clearlake

DC Electric Group, Inc.

By: _____

Tim Carter

Title: _____

Regional Manager

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Authorize the Purchase of a Submersible Pump and Related Equipment to Provide Irrigation Water to Redbud Park.	MEETING DATE: December 16, 2021
SUBMITTED BY: Dale Goodman, Director of Public Works	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the purchase of a new 3” submersible pump, 500’ of 4” HDPE pipe, and related equipment for installation in Clearlake, to provide irrigation water to Redbud Park.

BACKGROUND/DISCUSSION:

The City has had two shore-side pump systems for park irrigation for many years. Both systems failed this year as the lake level dropped because of the ongoing draught. The Austin Park system has been replaced with a 3” submersible pump system, which has performed without problem since startup. This purchase will provide a similar system for Redbud Park, and will include 500’ roll of 4” HDPE pipe, a floating epoxy-coated steel barge to support the pump/motor assembly, and all other parts necessary for installation and connection to our pump-house.

OPTIONS:

1. Council to authorize the purchase of the Pump System, as detailed on the attached quote for installation at Redbud Park.
2. Other direction

FISCAL IMPACT:

None Yes 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: Park Project Funds

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to authorize the purchase of the 3” Pump System, as detailed on the attached quote for installation at Redbud Park.

ATTACHMENTS:

- American Industrial Equipment, LLC Quote 21-0734

American Industrial Equip, LLC
4749-G Bennett Drive
Livermore, CA 94551
Phone (925) 454-3450
Fax (925) 454-3454

Quotation

Quote Number:
 21-0734
Quote Date:
 11/30/2021

Quoted To:

City of Clearlake- Public Works
 14050 Olympic Drive
 Clearlake, CA 95422

Contact: Dale Goodman
Phone:
Fax:
E-mail: dgoodman@clearlake.ca.us

Terms	Est Ship Date	FOB	Ship Via	Entered By	Sales Rep
Net 30	1/7/2022	Factory	Truck Freight	Mike Branco	BCB

Line	Description	Qty	Availability	Price Ea.	Total
1	<p>Red Bud Pumping System: 120 gpm @ 150' tdh</p> <p>This pump is barge mounted and will produce 120 gpm @ 150' tdh. This unit is selected to overcome the vertical lift from lake level to the shore and still produce 65 psi into the irrigation plumbing at street level.</p> <p>3" Tsurumi submersible pump model LH311W with a 15hp three phase 460v motor and 525' of electric motor cable (one piece cable assy with no exposed wiring / splices / Motor starter/control box supplied by customer)</p> <p>Included with this pump are the following adapters / barge assy / hoses / valves:</p> <p>Floating steel epoxy painted barge assy to support pump/motor assy with:</p> <p>solar marine lantern Eyelets for anchor chains 3" steel dbl elbow assy 3" x 10' rubber discharge hose with 3" x 4" flanges 4" flanged adapter to HDPE pipe 4" x 500' coil of HDPE pipe 6 each 4" pipe floats (to be filled with rock / cement by customer) 4" check valve / gear op butterfly valve / pressure gauge assy 4" x 6" flange adapter assy nuts / bolts / gaskets for all flanged connections</p>	1	4-5 weeks	30,523.00	30,523.00T
2	Freight Out - Estimated	1		2,200.00	2,200.00

Quotation Only -- Please call with any questions.		Subtotal	\$32,723.00
		Sales Tax (8.75%)	\$2,670.76
		Total	\$35,393.76

Quotation Good for 30 Days

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Adoption of Resolution Opting to Affirm an Exemption from the Requirements of Mandatory Organics Collection Services Associated with SB 1383	MEETING DATE: December 16, 2021
SUBMITTED BY: Dale Goodman, Director of Public Works	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt a resolution opting to affirm an exemption from the mandatory organics collection requirements of SB 1383.

BACKGROUND/DISCUSSION:

In 2015 the City the City of Clearlake and the County of Lake received exemption from all requirements of AB 1826 requiring local jurisdictions to implement an organics recycling program for businesses by January 1, 2016, from the State. The waivers initially expired in early 2020 but were extended by CalRecycle until December 31, 2026. In September 2016, the State adopted SB 1383, which expanded the scope of AB 1826 and established methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. As it pertains to solid waste management, SB 1383 establishes aggressive targets to achieve by year 2025 a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level; and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025. SB 1383 is intended to alleviate the impact of short-lived climate pollutants, namely methane emissions created by dairy and livestock as well as organic waste. Organic waste is food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Landfilling of organic waste leads to the anaerobic breakdown of that material, which in turn creates methane. SB 1383 includes significant implications for most local governments that provide solid waste collection services and facilities involved in the disposal of organic waste. Responsibilities placed upon local governments include:

- Provide organic waste (including food waste) collection to all residents and businesses;
- Assess current organics recycling capacity, and develop plans to expand if needed
- Procure recycled organic waste products like compost, mulch, and renewable natural gas (RNG) at state mandated levels based on population;
- Establish an edible food recovery program that recovers edible food prior to going into the waste stream;

- Conduct outreach and education to all affected parties, including generators, haulers, edible food recovery organizations, and city/county departments;
- Analyze the potential impacts to the landfill resulting from the implementation of SB 1383; and
- Maintain accurate and timely records of SB 1383 compliance.

In recognition of the substantial challenges of implementing organics collection and expanding recycling facilities in rural areas, the regulations offer exemptions to counties with populations less than 70,000. This would exempt such counties from the requirements to provide organic waste collection services to all commercial and residential generators, organic waste capacity planning, and procurement of organic waste products. The entirety of Lake County (unincorporated and incorporated) is eligible for this exemption.

However, other components of SB 1383 are still applicable to the City and other Lake County jurisdictions and extend beyond the solid waste arena. To that end various City and County departments are moving forward with steps to be in compliance with the non-exempt components of the law that fall in their area of responsibility, including:

- Edible Food Recovery Program (Public Works/Compliance in cooperation with the County of Lake)
- CalGreen Building Standards and Model Water Efficient Landscaping Ordinance (Community Development)
- Recycled Paper Product Procurement (Administration)
- Records maintenance and submittal of reports to CalRecycle (Public Works/Compliance)
- Landfill Status Impact Report (County of Lake)

In order to take advantage of the rural jurisdiction exemption offered by CalRecycle, the City Council must pass a resolution including findings as to the purpose and need for the exemption.

A resolution is provided for the Council’s consideration (Attachment 1). The resolution affirms the City’s desire for an exemption from the organic waste collection service requirements for commercial and residential generators and has been reviewed, edited and approved by CalRecycle’s Local Assistance liaison.

If approved by CalRecycle, the exemption waiver be valid until December 31, 2026, which is consistent with the expiration date of the existing AB 1826 exemption waiver.

The County of Lake has also initiated the process for applying for a waiver. A copy of the County’s recent SB 1383 PowerPoint presentation to the Board of Supervisors is attached (Attachment 2). The presentation provides a basic overview of the legislation and related mandated activities by local jurisdictions.

The final attachment (Attachment 3) is the draft SB 1383 Rural Exemption Application which will be submitted to CalRecycle if the proposed resolution is adopted.

OPTIONS:

1. Approve the resolution as presented.
2. Request revisions to the resolution.
3. Do not approve but provide 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:

Comments: There is no direct fiscal impact related to this action. In the absence of this resolution, there would be unknown but likely significant costs to the General Fund to develop and implement an organics recycling and collection program in cooperation with our franchise hauler. The organics collection program must include all commercial and residential customers as required by SB 1383.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to adopt the resolution opting to affirm an exemption from the mandatory organics collection requirements of SB 1383.

ATTACHMENTS:

1. Resolution 2021-63
2. SB 1383 Presentation (County of Lake)
3. Draft SB 1383 Rural Exemption Application

RESOLUTION NO. 2021-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE AFFIRMING THE CITY OF CLEARLAKE’S EXEMPTION FROM THE REQUIREMENTS OF MANDATORY ORGANICS COLLECTION SERVICES

WHEREAS, the City of Clearlake is committed to meeting its solid waste diversion requirements through program implementation of its Source Reduction and Recycling Element of its Integrated Waste Management Plan; and,

WHEREAS, the City of Clearlake is committed to meeting its mandatory commercial recycling requirements, pursuant to PRC, Section 42649.3, through program implementation as directed by the Department of Resources Recycling and Recovery (CalRecycle); and,

WHEREAS, Senate Bill (SB) 1383 (Lara, 2016) was signed into law and establishes methane emissions reduction goals of 50 percent in the level of the statewide landfill disposal of organic waste from the 2014 level by 2020 and 75 percent by 2025 and increase edible food recovery by 20 percent by 2025; and,

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle) developed regulations in Title 14 Natural Resources, Division 7, Chapter 12: Short-lived Climate Pollutants in the California Code of Regulations to implement the goals in SB 1383; and

WHEREAS, Chapter 12 Article 3 (commencing with Section 18984) Organic Waste Collection Services requires jurisdictions implement an organic waste diversion program that provides organic waste collection services to all businesses and residences; and

WHEREAS, Section 18984.12 (c) allows the governing body of a rural jurisdiction to adopt a resolution exempting the jurisdiction from the requirements of Article 3 based upon findings as to the purpose of and need for the exemption; and,

WHEREAS, Section 42649.8 of the Public Resources Code defines a rural jurisdiction as a jurisdiction that is located entirely within one or more rural counties, or a regional agency comprised of jurisdictions that are located within one or more rural counties. A rural county means a county that has a total population of less than 70,000 persons; and

WHEREAS, Lake County has a population of 63,940 persons, which is less than 70,000 persons, as of the California Department of Finance’s most current population estimate; and,

WHEREAS, there are 19 counties in California with populations of less than 70,000 persons, which collectively represent only 2.0% of the statewide waste stream; and,

WHEREAS, organic waste generators within rural jurisdictions that meet the definition of “Rural Jurisdiction” in Section 42649.8 of the Public Resources Code that are exempted pursuant to

paragraph (1) of subdivision (c) of Section 18984.12 are not required to comply with the organic waste collection requirements specified in Article 3; and,

WHEREAS, Lake County does not have the existing infrastructure, composting or anaerobic facilities, with the capacity to economically handle all the organic waste produced within the county; and,

WHEREAS, with the amounts of organic waste generated in Lake County, it is not currently economically feasible to build sustainable processing facilities necessary to handle all the organic waste produced within the county; and,

WHEREAS, with the amounts of organic waste generated in Lake County and the distance to accessible processing facilities, it is not economically feasible for the County to require organics diversion at this time; and,

WHEREAS, the City of Clearlake is committed to continue to pursue economically feasible alternatives for organics management; and,

WHEREAS, the City Clearlake is committed to encourage businesses and residences to reduce and recycle organics materials; and,

WHEREAS, on December 31, 2026, this exemption shall become inoperative, unless subsequent legislation or department regulations or approvals extends the rural exemptions beyond that date.

THEREFORE, BE IT RESOLVED by the City Council of the City of Clearlake as follows:

Section 1. The City Council of the City of Clearlake finds:

- A. Lake County has a population of 63,940 persons as of the California Department of Finance's most current population estimates (January 2021) and the City of Clearlake is located within Lake County.
- B. Lake County does not have the existing infrastructure, composting or anaerobic facilities, with the capacity to economically handle all the organic waste produced within the county.
- C. With the relatively small amount of organic waste generated in Clearlake and the distance to accessible processing facilities, it is not economically feasible for the City to require organics diversion at this time.
- D. With the relatively small amount of organic waste generated in Clearlake, it is not currently economically feasible to build sustainable processing facilities necessary to handle all the organic waste produced within the City; and

Section 2. Based on the foregoing findings for the purpose and need for an exemption, the City Council of the City of Clearlake hereby chooses to exempt the City from the requirements of Article 3 of Title 14, Division 7, Chapter 12 of the California Code of Regulations (commencing with Section 18984) Organic Waste Collection Services.

Section 3. City Council reserves the right to rescind this Resolution at any time prior to the sunset date of December 31, 2026.

Section 4. The City Clerk or her designee is hereby instructed to submit this Resolution to the Department of Resources Recycling and Recovery pursuant to California Code of Regulations Section 18984.12, subdivision (c)(1). **Section 5.** This Resolution shall become effective immediately upon its passage and adoption.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 16th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Dirk Slooten, Mayor

ATTEST: _____

Melissa Swanson, City Clerk

SB 1383

Reducing Short-Lived Climate Pollutants in California

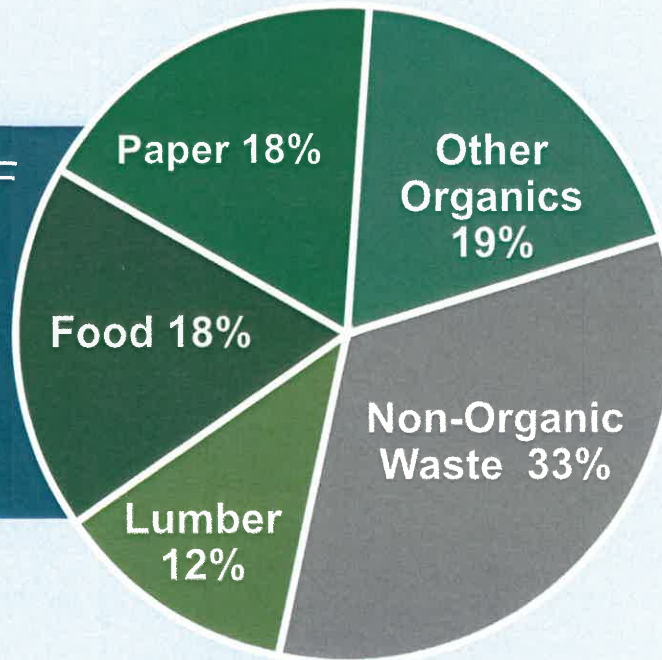
*(CalRecycle presentation
modified for Lake County
Board of Supervisors)*

An Overview of SB 1383's Organic
Waste Reduction Requirements



Organic Waste Is the Largest Waste Stream in California

CALIFORNIA DISPOSED OF APPROXIMATELY **27 MILLION TONS** OF ORGANIC WASTE IN 2017



California's Waste Stream

IN CALIFORNIA, MILLIONS ARE **FOOD INSECURE**

1 IN 5 CALIFORNIANS



CALIFORNIA THROWS AWAY **MORE THAN 6 MILLION TONS** OF FOOD WASTE EVERY YEAR!



SB 1383 Requirements

2020

50% REDUCTION IN LANDFILLED ORGANIC WASTE
(11.5 Million Tons Allowed Organic Waste Disposal)

2022

REGULATIONS TAKE EFFECT

2025

75% REDUCTION IN LANDFILLED ORGANIC WASTE
(5.7 Million Tons Allowed Organic Waste Disposal)

2025

**20% RECOVERY OF CURRENTLY DISPOSED EDIBLE
FOOD FOR HUMAN CONSUMPTION**

Jurisdiction Responsibilities

**Provide Organics
Collection Services to All
Residents and Businesses**

**Conduct Education and
Outreach to Community**

**Secure Access to
Recycling and Edible
Food Recovery Capacity**



**Establish Edible Food
Recovery Program**

**Procure Recyclable and
Recovered Organic
Products**

**Monitor Compliance
and Conduct
Enforcement**

CalRecycle Issued Waivers

- Rural Exemption (county under 70,000)
- Low-Population Waivers
 - City: population less than 7,500 and 5,000 disposal tons
 - Unincorporated: census tract density less than 75 people per square mile
- High-Elevation Waiver (4,500 ft)



SB 1383 IN ACTION

LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

SB 1383 doesn't just apply to waste management and recycling departments.

Every local department plays a role in SB 1383 implementation.



COMMERCIAL EDIBLE FOOD GENERATORS (ARTICLE 10) (SECTIONS 18991.3 – 18991.5)

Tier 1



Wholesale Food Vendors



Food Service Providers & Food Distributors



Grocery Stores
Facilities \geq 10,000 sq. ft.



Supermarkets

Tier 2

Starts 2024



Restaurants
Facilities \geq 5,000 sq. ft.



Large Venues and Events



Hotels
with on-site food facility and \geq 200 rooms



State Agencies
with cafeterias



Local Education Agencies
with on-site food facility



Health Facilities
with \geq 100 beds and on-site food facility



Rural Exemption Application

CalRecycle is providing this form as a convenience to assist jurisdictions in applying for a rural exemption under 14 CCR 18984.12(c). Use of this form is optional and not a regulatory requirement.

A rural jurisdiction may apply to CalRecycle for an exemption from complying with the organic waste collection requirements within Article 3 in 14 CCR 18984 through 18984.14.

To qualify for a rural exemption the following requirements must be met:

- The jurisdiction must meet the definition of a “rural jurisdiction” as defined in PRC § 42649.8.
- The jurisdiction’s governing body is to adopt a resolution that includes a finding as to the purpose of and need for the exemption.

CalRecycle approved exemptions are only valid until December 31, 2026, or until five years after CalRecycle makes a determination that the statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during the 2014 calendar, whichever is later. An approved waiver does not waive a jurisdiction from its obligation to comply with the other requirements of the SB 1383 regulations including, but not limited to, promoting and providing information to generators about waste prevention, community composting, managing organic waste on-site, and other means of recovering organic waste.

Please clearly print or type your responses. Attach additional pages as necessary.

Jurisdiction Name: Clearlake	County: Lake
Person Completing the Application	
First Name: Alan	Last Name: Flora
Title: City Manager	
Mailing Address: 14050 Olympic Dr	
City: Clearlake	
Zip Code: 95422	
E-mail Address: aflora@clearlake.ca.us	
Phone Number: (707)994-8201	

1. Do you meet the definition of a “rural jurisdiction” as defined in PRC §42649.8?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2. Has the governing body of the jurisdiction adopted a resolution that includes a finding as to the purpose of and need for the rural exemption?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Please attach the resolution that includes a finding as to the purpose of and need for the rural exemption.

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.

----- Signature	Alan Flora ----- Printed Name	City Manager ----- Title	----- Date
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CITY OF CLEARLAKE

Successor Agency



STAFF REPORT	
SUBJECT: Approval of Design Services Contract with California Engineering Company for the 18 th Avenue Road and Infrastructure Project	MEETING DATE: Dec. 16, 2021
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to approve a contract to begin the design work for road and wet utility work at the former Pearce Field for 18th Avenue.

BACKGROUND/DISCUSSION:

The City has been actively engaged in development of the former Pearce Field airport over the past few years. The Council has approved a contract for dry utility design (communications and electrical), but wet utility, grading, and road design needs to begin. Staff have contacted multiple engineering firms over the past two months and have been unable to locate any firms with available time to begin this project other than CEC.

While staff did attempt to find other firms willing to submit a proposal on the project, this contract is exempt from competitive bidding requirements pursuant to Section 3-4.5(a)1 of the Clearlake Municipal Code.

OPTIONS:

1. Approve the contract for design services with California Engineering Company for the 18th Avenue Road and Infrastructure Project.
2. Provide Direction to Staff.

FISCAL IMPACT:

None \$98,144.55 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: Capital Projects Fund

Comments: Utilize funding appropriated for the airport development project in Fund 240.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities

- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

- Attachments:** CEC Proposal



CIVIL ENGINEERING
LAND SURVEYING
FUNDING PROCUREMENT
CONSTRUCTION ADMINISTRATION
www.cecusa.net

Main Office
1110 Civic Center Blvd.,
Suite 404
Yuba City, CA 95993
(530) 751-0952

November 26th, 2021

City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422

Attention: Dale Goodman, Public Works Director and Alan Flora, City Manger

Subject: 21-1019 Clearlake 18th Avenue Street Improvement Project

Dear Dale and Alan:

We are pleased to submit this proposal for Engineering and Surveying Services to the City of Clearlake for the 18th Street Roadway Improvement Project.

We have prepared our proposal with the background knowledge and understanding of the project having assisted the City some of the initial planning and site layouts. This project is the first phase of the overall Airport Improvement project and will allow initial development of a hotel and possible other businesses to begin.

Please see below for the scope of work:

1. Topographic surveying and mapping
2. Geotechnical Investigation
3. 100% Civil Engineered Plan Set
4. Contract Documents- Front End and Technical Specifications
5. Bid Support
6. Construction Administration – Note: we have assumed daily inspection to be done by Adeline at this time.
7. Dry Utilities Coordination and management. The City will contract separately for dry utilities design, however we will be involved in the coordination and management efforts to incorporate this construction work with the rest of the roadway work.

Main Office
1110 Civic Center Blvd., Suite 404
Yuba City, CA 95993
(530) 751-0952 Office
(530) 751-0953 Fax

California Engineering Company, Inc.

www.CECusa.net

Willows Office
510 W Wood St.
Willows, CA 95988
Office (530) 934-7055
Fax (530) 934-4158

8. Coordination with Cal Trans – We have assumed some limited coordination with Cal Trans so that our design, as much as possible, will match the overall SR 53 Corridor Plan, however we do not contemplate getting any type of encroachment permits or other permits through Cal Trans in order to construct these improvements.

I have prepared the attached budget estimate for your consideration.

Kind Regards,



David L. Swartz, PE, PLS, QSD, QSP
Chief Executive Officer



**CALIFORNIA
ENGINEERING
COMPANY INC**
ESTD 1996

Task Number	Work Scope Task-Budget Work Sheet	
	18th Avenue Street Design	BUDGET
	2021 City of Clearlake Rates	
65% Plans		
1	Surveying Research/Mapping/Control Setup and Survey Calculations	\$3,267.05
2	Setup Control for Surveying Office Calculations	\$2,099.28
3	Field Surveing - Establish Control for Project	\$1,462.22
4	Field Surveying - Topographic and Boundary	\$4,386.66
5	Geotechnical Investigation- Subconsultant	\$7,971.88
6	Drainage Study	\$6,351.14
7	Planimetrics Roadway Design and Tie-in to Old Hwy 53 & SR 53	\$6,351.14
8	Underground Utilities (wet) Design and Coordination of Dry Utilites Design Consultant	\$5,438.30
9	Base mapping for project from survey data- incl. boundary and ROW	\$5,848.88
10	Environmental Assessment- NIC	\$0.00
11	Phase I Engineers Cost Estimate	\$2,372.04
12	QA/QC	\$5,160.60
Subtotal Dollars		\$50,709.19
90% Plans		
1	Civil Engineering Plans 90%	\$7,036.56
2	Drainage Design Improvements	\$4,314.60
3	Contract Documents (Front End/ Technical)	\$3,518.28
4	Engineers Estimate Cost 65%	\$2,555.46
5	Coordination of Connections on Old 53 and SR 53 and Dry Utilities	\$4,073.08
6	QA/QC	\$5,257.70
Subtotal Dollars		\$26,755.68
100% Plans		
1	Civil Engineering Plans 100%	\$1,759.14
2	Drainage Design Improvements	\$988.88
3	Contract Documents (Front End/ Technical)	\$879.57
4	Engineers Estimate Cost 100%	\$829.62
5	QA/QC	\$858.98
Subtotal Dollars		\$5,316.19
Construction Administration - Incl weekly site visits and weekly meetings		
1	Bidding Project - RFI's/ Prebid Meeting/Addendums/Bid Opening/Analysis	\$3,397.52
2	Construction Administration - Incl weekly site visits and weekly meetings	\$5,998.72
3	Construction Observation - daily BY CITY STAFF	\$0.00
4	Contractor RFI's/clairifications/CCO's	\$3,397.52
5	Final Inspection/Punchlist	\$2,569.75
Subtotal Dollars		\$15,363.51
Totals Both Engineering and Some Construction Administration		\$98,144.57

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Continuation of Director of Emergency Services/City Manager Order (Directive #CACHE-01) Restricting Access to Specified Areas as a Result of Cache Fire	
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

On August 18, 2021 The Director of Emergency Services/City Manager issue a Proclamation of Local Emergency due to the Cache Fire, which was ratified by the City Council on August 19, 2021.

On August 23, 2021 the roadblocks into the fire area were lifted and unauthorized access to the Cache Fire impacted properties became a concern. Based on this concern and the need for law enforcement to have the appropriate tools to prohibit and take action against illegal activity in the area, the City Manager issued a directive restricting access to specified areas as a result of the Cache Fire.

Pursuant to Section 2-11.6.a.6.a of the Clearlake Municipal Code, the Director is empowered to make and issue rules and regulation on matters reasonably related to the protection of life and property as affected by such emergency; provide, however such rules and regulations must be confirmed at the earliest practical time by the City Council.

Staff believes there is still a need to restrict unauthorized access to the areas under the Cache Fire Directive #1 and it is in the best interests of the City to have the Council ratify and continue this order until the state of emergency can be lifted.

OPTIONS:

- 1. Continue to ratify order.

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: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

- Attachments:**

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Continuation of Declaration of Local Emergency Issued on August 18, 2021 and Ratified by Council Action August 19, 2021	MEETING DATE: August 5, 2021
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to keep declaration of emergency active and set next review in sixty days.

BACKGROUND/DISCUSSION:

On August 18, 2021 City Manager Flora, as the Director of Emergency Services for the City of Clearlake, declared a Local Emergency due to the Cache Fire:

“A local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property”

According to California Government Code Section 8630:

- (a) A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body.
- (b) Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body.
- (c) The governing body shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency.
- (d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

On August 19, 2021, the Council ratified the Proclamation of the Local Emergency by adoption of Resolution No. 2021-44. The Council must continue the Proclamation every 60 days or terminate the local emergency.

It is recommended that the City Council again continue the Proclamation of Emergency Resolution No. 2021-44 and review the status of the Proclamation again within 60 days.

OPTIONS:

- 1. Move to continue the Proclamation of Emergency ratified in Resolution No. 2021-44 and review the status of the Proclamation again within 60 days
- 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: There is potential for recovery of costs by the City due to the declared state of emergency.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to continue the Proclamation of Emergency ratified in Resolution No. 2020-10 and review the status of the Proclamation again within 60 days.

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Continuation of Declaration of Local Emergency Issued on October 9, 2017 and Ratified by Council Action October 12, 2017	MEETING DATE:
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to keep declaration of emergency active and set next review in 30 days

BACKGROUND/DISCUSSION:

On October 9th, 2017, former City Manager Folsom, as the Director of Emergency Services for the City of Clearlake, declared in a Proclamation by the Director of Emergency Services Declaring a Local Emergency:

“That conditions of extreme peril to the safety of the persons and property have arisen within the City of Clearlake caused by the wildfire on October 9th, 2017.”

According to California Government Code Section 8630:

- (a) A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body.
- (b) Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body.
- (c) The governing body shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency.
- (d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

On October 12th the Council ratified the Proclamation of the Local Emergency by adoption of Resolution No. 2017-78. The Council must continue the Proclamation every 30 days or terminate the local emergency.

It is recommended that the City Council again continue the Proclamation of Emergency ratified in Resolution No. 2017-78 and review the status of the Proclamation again within 30 days.

OPTIONS:

- 1. Move to continue the Proclamation of Emergency ratified in Resolution No. 2017-78 and review the status of the Proclamation again within 30 days.
- 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: There is potential for recovery of costs by the City due to the declared state of emergency.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to continue the Proclamation of Emergency ratified in Resolution No. 2017-78 and review the status of the Proclamation again within 30 days.

- Attachments:** 1)
- 2)



STAFF REPORT	
SUBJECT: Continuation of Authorization to Implement and Utilize Teleconference Accessibility to Conduct Public Meetings Pursuant to Assembly Bill 361	
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Clerk to implement and utilize teleconference accessibility to conduct public meetings pursuant to Assembly Bill 361 (Stats. 2021, ch. 165).

BACKGROUND/DISCUSSION:

On Friday, September 17, 2021, the Governor signed AB 361. Because the bill contained urgency findings, the law is now in effect. AB 361 allows local agencies to continue to conduct remote (“Zoom”) meetings during a declared state of emergency, provided local agencies comply with specified requirements. Absent this legislation, local agencies would have had to return to traditional meetings beginning on October 1, 2021.

Starting October 1, and running through the end of 2023, to participate in remote meetings, public agencies must comply with the requirements of new subsection (e) of Government Code section 54953.

The Council passed Resolution No. 2021-48 on October 7, 2021, which made the necessary findings for all subordinate legislative bodies of the City, such as the Planning Commission, so these bodies can also continue to meet remotely.

Subsequent Remote Meetings

Any time after the first remote meeting of the legislative body, it can meet remotely if both of the following apply:

1. State/local emergency/social distancing. Either:
 - a. “a state of emergency remains active” or
 - b. “state or local officials have imposed or recommended measures to promote social distancing” and
2. 30 days. Within the last 30 days (which vote may occur at that meeting) the legislative body has made the following findings by majority vote “(A) The legislative body has reconsidered the circumstances of the state of emergency. (B) Any of the following circumstances exist (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing.”

OPTIONS:

1. Move to adopt the attached resolution to allow ongoing teleconferencing of public meetings
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:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED ACTIONS:

1. Adopt Resolution making the necessary findings to continue to hold remote meetings as required by AB 361.

- Attachments:** 1) Resolution No. 2021-62

RESOLUTION NO. 2021-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO
AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC” MEETINGS
DURING THE STATE OF EMERGENCY

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency stemming from the COVID-19 pandemic (“Emergency”); and

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 added subsection (e) to Government Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

WHEREAS, as of September 19, 2021, the COVID-19 pandemic has killed more than 67,612 Californians; and

WHEREAS, social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body and all other subordinate legislative bodies of the City to conduct remote “telephonic” meetings; and

WHEREAS, Government Code 54953(e)(3) authorizes legislative bodies of the City to continue to conduct remote “telephonic” meetings provided that the City has timely made the findings specified therein.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Clearlake as follows:

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency, continues to directly impact the ability of the members of this legislative body and all subordinate legislative bodies of the City to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

PASSED, APPROVED AND ADOPTED this 16th day of December, 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

Dirk Slooten, Mayor

ATTEST:

Melissa Swanson, City Clerk

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Continuation of Declaration of Local Emergency Issued on March 14, 2020 and Ratified by Council Action March 19, 2020	MEETING DATE: August 5, 2021
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to keep declaration of emergency active and set next review in sixty days.

BACKGROUND/DISCUSSION:

On March 13, 2020 City Manager Flora, as the Director of Emergency Services for the City of Clearlake, declared in the attached Proclamation by the Director of Emergency Services Declaring a Local Emergency due to the state and federal declaration of the COVID-19/Coronavirus pandemic:

“That conditions of disaster or extreme peril to the safety of the persons and property have within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City”

According to California Government Code Section 8630:

- (a) A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body.
- (b) Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body.
- (c) The governing body shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency.
- (d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

On March 19th, 2020, the Council ratified the Proclamation of the Local Emergency by a Resolution No. 2020-10. The Council must continue the Proclamation every 60 days or terminate the local emergency.

It is recommended that the City Council again continue the Proclamation of Emergency ratified in Resolution No. 2020-10 and review the status of the Proclamation again within 60 days.

OPTIONS:

1. Move to continue the Proclamation of Emergency ratified in Resolution No. 2020-10 and review the status of the Proclamation again within 60 days
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: There is potential for recovery of costs by the City due to the declared state of emergency.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

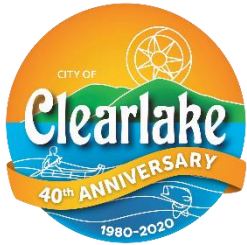
SUGGESTED MOTIONS:

Move to continue the Proclamation of Emergency ratified in Resolution No. 2020-10 and review the status of the Proclamation again within 60 days.

- Attachments:** 1)
- 2)

CITY OF CLEARLAKE

Successor Agency



STAFF REPORT	
SUBJECT: Discussion and Consideration of Resolution SA 2021-04 Approving of a Purchase and Sale Agreement for the Sale of 29 acres of Property at 2890 Old Highway 53, Clearlake	MEETING DATE: Dec. 16, 2021
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to consider the sale of 29 acres of former redevelopment agency property located at 2890 Old Highway 53, Clearlake for the development of single-family housing.

BACKGROUND/DISCUSSION:

The former Successor Agency to the former Redevelopment Agency owns an approximately 29-acre property at 2890 Old Highway 53. Several years ago, a subdivision was started, and tentative map adopted, but the project fell apart due to the Great Recession. Approximately a year ago the City received interest from the previous developer in the restarting the project. While staff were discussing options for the project, an additional developer contacted the City/Successor Agency regarding an opportunity. The City Council received proposals from both developers at a special meeting in December 2020 and ultimately selected the proposal from TJG/Summitt Development. The City received approval from the Lake County Redevelopment Agency Oversight Board for the deal and entered into an Exclusive Negotiation Agreement (ENA) in December 2020.

In May of 2021 TJG/Summitt Development notified the City they were not going to pursue the project. On May 28, 2021, the property was noticed as surplus property by the City to public agencies and through Housing and Community Development’s database for affordable housing development (as required by state law). No inquiries were received regarding the property at that time. However, over the summer there were four separate developers that expressed interest in purchasing the site and developing housing there. The City received two proposals and entered into an ENA with DANCO Communities for the property. Negotiations over that time have resulted in a draft Purchase and Sale Agreement (PSA) for the Directors of the Successor Agency to consider.

The deal points are similar to the proposals approved last year and are summarized here. The sale price would be \$100,000. Escrow would be opened with a \$5,000 deposit. DANCO would have the tentative map reapproved (substantially consistent with previously adopted map resulting in 22 lots on approximately 1.25 acre lots), and escrow would close after the tentative map is recorded. DANCO believes that this project is feasible due to the efficiency of construction of the homes happening at the same time as the mixed income apartment project on Burns Valley Road, which is anticipated next year.

The final Purchase and Sale Agreement would need to be approved by the Lake County Redevelopment Agency Oversight Board.

OPTIONS:

1. Adopt Resolution 2021-04 Approving the Sale of 29 acres of Property at 2890 Old Highway 53 and authorize the City Manager/Executive Director to execute any necessary documents to complete the sale.
2. Provide 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: Fund 599 RDA

Comments: No immediate financial impact. Upon final sale the proceeds will be sent to the County Auditor-Controller who will distribute the appropriate amounts to each taxing agency, including the City.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development



SUGGESTED MOTIONS:

- Attachments:**
 1. Project Map
 2. Resolution SA-2021-04
 3. Purchase and Sale Agreement



010-048-08
2890 OLD HWY 53
29.517008 ac.

Legend

-  Project Parcel
-  City Boundary



RESOLUTION NO. SA- 2021-04

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF CLEARLAKE REDEVELOPMENT AGENCY APPROVING A PURCHASE AGREEMENT FOR PROPERTY AT 2890 OLD HIGHWAY 53, CLEARLAKE AND RECOMMENDING THE LAKE COUNTY REDEVELOPMENT AGENCY OVERSIGHT BOARD APPROVE THE AGREEMENT

WHEREAS, on January 12, 2012, the Clearlake City Council adopted Resolution No. 2012-02 electing to become the Successor Agency to the Clearlake Redevelopment Agency ("Successor Agency") pursuant to AB 1X 26 (The Redevelopment Agency Dissolution Act), and pursuant to Health and Safety Code section 34173(g), the Successor Agency is now a separate legal entity from the City; and

WHEREAS, The property at issue for the Agreement is 2890 Old Highway 53 (010-048-08), Clearlake. The Successor Agency of Clearlake Redevelopment Agency ("Successor Agency") owns the Site.

WHEREAS, With the dissolution of redevelopment agencies in 2011, as part of the winding up of the affairs of the Clearlake Redevelopment Agency, pursuant to the Health & Safety Code, the Successor Agency was required to draft a Long-Range Property Management Plan ("LRPMP") to control the disposition of its real property assets, which included the Site.

WHEREAS, The LRPMP provides that the Sites can be sold to third parties after providing for an RFP process. The Successor Agency has the authority to enter into this Agreement, subject to approval by the Lake County Successor Agency Oversight Board ("Oversight Board"), which is a seven-member board established by AB x1 26.

WHEREAS, Purchaser desires to purchase the Sites from the Successor Agency and develop it in accordance with the Successor Agency's General Plan for market rate housing subject to and consistent with the requirements of the California Environmental Quality Act, related State Guidelines and related local ordinances and the Successor Agency desires to sell the Site to Developer.

WHEREAS, The conveyance of the Sites pursuant to the terms and conditions of this Agreement is in the vital and best interests of the Successor Agency and the health, safety and welfare of the Successor Agency's residents, and in accord with the public purposes and provisions of applicable state and local laws.

NOW, THEREFORE, BE IT RESOLVED by the Clearlake Successor Agency to the Clearlake Redevelopment Agency, as follows:

1. The Successor Agency hereby approves the sale of properties at 2890 Old Highway 53
2. The Successor Agency directs the staff to execute a purchase and sale agreement with DANCO Homes for \$100,000, with a time period to have a tentative map approved before closing, and further including a reversion clause that the properties be reverted to the City if the project is not completed.

3. The Successor Agency recommends that the Lake County Redevelopment Agency Oversight Board approve the agreement.

ADOPTED THIS 16th day of December, 2021 by the Successor Agency by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Chair of Successor Agency

ATTEST:

Melissa Swanson
City Clerk/Clerk of the Successor Agency

**REAL PROPERTY PURCHASE & SALE AGREEMENT
BETWEEN THE CLEARLAKE REDEVELOPMENT SUCCESSOR AGENCY
AND DANCO HOMES LLC**

THIS REAL PROPERTY PURCHASE & SALE AGREEMENT (the "Agreement" or "PSA") is entered into as of this 18 day of November, 2021, by and between the CLEARLAKE REDEVELOPMENT SUCCESSOR AGENCY, a California municipal corporation (the "Successor Agency") and DANCO HOMES LLC, a California limited liability company (the "Developer").

- A. The property which is the subject of this Agreement is:
1. 2890 Old Highway 53, Clearlake, CA 95422 (APN 010-048-08), which is currently owned by the Clearlake Redevelopment Successor Agency

They are collectively known in this document as the "Site."

B. With the dissolution of redevelopment agencies in 2011, as part of the winding up of the affairs of the Clearlake Redevelopment Agency, pursuant to the Health & Safety Code, the Successor Agency was required to draft a Long-Range Property Management Plan ("LRPMP") to control the disposition of its real property assets, which included the Site.

C. The LRPMP provides that the Site can be sold to third parties after providing for an RFP process. The Successor Agency has the authority to enter into this Agreement, subject to approval by the Lake County Successor Agency Oversight Board ("Oversight Board"), which is a seven-member board established by AB x1 26.

D. Developer desires to purchase the Site from the Successor Agency and develop it in accordance with the Successor Agency's General Plan for residential development subject to and consistent with the requirements of the California Environmental Quality Act, related State Guidelines and related local ordinances and the Successor Agency desires to sell the Site to Developer.

E. The conveyance of the Site pursuant to the terms and conditions of this Agreement is in the vital and best interests of the Successor Agency and the health, safety and welfare of the Successor Agency's residents, and in accord with the public purposes and provisions of applicable state and local laws.

NOW THEREFORE, the Successor Agency and the Developer agree as follows:

I. SUBJECT OF AGREEMENT

A. Purpose of This Agreement

The purpose of this Agreement is for Developer’s purchase of and to ensure development by Developer of certain property owned by the Successor Agency identified above as the Site.

B. The Site

The Successor Agency acquired certain real property as shown on the Map of the Site, attached hereto as Attachment No. 1 and incorporated herein by reference, and as more particularly described in the Legal Description of the Site, attached hereto as Attachment No. 2 and incorporated herein by reference (the "Site" or the “Property”).

C. Parties to This Agreement

1. The Successor Agency

The Successor Agency is a California municipal corporation with its address located at 14050 Olympic Drive, Clearlake, CA 95422.

2. The Developer

The Developer is Danco Homes LLC. The principal office of the Developer is located at 5251 Ericson Way, Ste. A, Arcata, CA 95521. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of Developer are of particular concern to the Successor Agency, and it is because of such qualifications and identity that the Successor Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the Successor Agency if there is any significant change (voluntary or involuntary) in the membership, management or control of the Developer.

The Developer shall not assign all or any part of this Agreement without the prior written approval of the Successor Agency except as otherwise set forth herein.

II. DISPOSITION OF THE SITE

A. Sale and Purchase

The Successor Agency of the Clearlake Redevelopment Agency owns the Site. The sale of the Successor Agency owned property is subject to approval of this action by the Oversight Board. In accordance with, and subject to, all the terms, covenants and conditions of this Agreement, the Successor Agency agrees to sell the Site for development, and the Developer

agrees to purchase the Site “As Is” for development in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “Purchase Price”).

Within three (3) business days following execution of this Agreement, Developer shall deposit the sum of \$5,000 (“Deposit”) with Escrow Agent. Escrow Agent shall hold and invest the Deposit in an interest-bearing account as designated by Developer and for the benefit of Developer until the close of escrow or earlier termination of this Agreement, as provided herein. The Deposit shall (a) be applied and credited to the Purchase Price upon the close of escrow, (b) in the event Developer delivers approval of the Site within the Site Investigation Period, constitute liquidated damages if Developer defaults hereunder and (c) be non-refundable to Developer except as set forth herein.

The Developer acknowledges and understands that the Site will be conveyed to the Developer for purposes of development pursuant to this Agreement and not for speculation in undeveloped land.

B. Escrow.

1. **Opening of Escrow.** For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Successor Agency and Developer (the “Opening of Escrow”), and Escrow Holder shall immediately notify Developer and Successor Agency, in writing, of the date Escrow is opened. Developer and Successor Agency agree to execute, deliver and be bound by any reasonable and customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control. Upon “Opening of Escrow”, the Developer shall submit an application for tentative subdivision map within 60 days. The City will process the application as soon as reasonable. The Developer will cover the costs of the tentative map approval process.

2. **Close of Escrow.** For purposes of this Agreement, the “Closing” shall be defined as the consummation of the transaction contemplated by this Agreement and “Close of Escrow” shall be defined as the date that the Escrow Holder delivers the balance of the Purchase Price to the Successor Agency. Promptly following the Close of Escrow, a grant deed (“Grant Deed”) conveying the Property to Developer, shall be recorded by the Escrow Holder in the office of the Recorder of Lake County, California (the “Official Records”). Notwithstanding anything in this Agreement to the contrary, the Close of Escrow shall occur on or before December 1, 2022.

C. Condition of Title. It shall be a condition to the Close of Escrow for Developer's benefit that title to the Property shall be conveyed to Developer by the Grant Deed subject only to the following conditions of title ("Condition of Title"):

1. A lien to secure payment of general and special real property taxes and assessments, not delinquent.
2. Matters affecting the Condition of Title created by or with the written consent of Developer.
3. All exceptions which are disclosed by a preliminary title report of the Site to be obtained by Developer after the opening of escrow hereunder which are approved or waived by Developer as provided herein.
4. Matters which would be disclosed in a survey of the Property.
5. All legal highways and public rights of way.

The Condition of Title shall not include any exceptions relating to AB x1 26.

D. Title Policy Upon Closing. Title shall be evidenced by the willingness of Escrow Holder, in its capacity as title insurer ("Title Company"), to issue its Owner's Standard Form (CTLA) Policy of Title Insurance, to be paid by Successor Agency or, at Developer's election, an ALTA Policy of Title Insurance, to be paid for by Developer, ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Developer and subject only to the Condition of Title. Developer to pay all fees related to title and escrow related to the sale of the property.

D. Conveyance of Title and Delivery of Possession

Provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, including approval by the Oversight Board, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Site or portion thereof shall be completed. The Successor Agency and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in this Agreement. The Developer shall accept title and possession upon conveyance and delivery thereof in accordance with the provisions of this Agreement.

E. Payment of the Purchase Price and Recordation of Grant Deed

The Developer shall deposit the Purchase Price and other sums required hereunder with the Escrow Agent prior to the date for conveyance thereof, provided that the Escrow Agent shall have notified the Developer in writing that the Grant Deed, properly executed and acknowledged by the Successor Agency, has been delivered to the Escrow Agent.

Upon the Close of Escrow, the Escrow Agent shall file the Grant Deed for recordation among the land records in the Office of the County Recorder of Lake County, shall deliver the Purchase Price and other required sums to the Successor Agency, shall deliver itemized closing statements to both parties, and shall deliver to the Developer a title insurance policy.

F. Conveyance As Is

Except as otherwise provided herein, the Site or portion thereof shall be conveyed “As Is”.

G. Inspections; Conditions of the Site

1. Site

a. "As Is"

Developer has 120 days from the opening of escrow to review the property and determine feasibility. At the end of the review period if the Developer chooses to move forward, the Deposit of \$5,000 becomes non-refundable, is released to Successor Agency, and applies towards the purchase price. Developer agrees it will rely solely on its own investigation of the Site and agrees to purchase it "as is," in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials (as defined herein) thereon or therein and any other matters affecting the Site.

b. Indemnities

Developer agrees, and after the date of recording of the Grant Deed conveying title to the Site or portion thereof from the Successor Agency to Developer or the commencement of any work on the Site by Developer under this Agreement, to defend, indemnify, protect and hold harmless the Successor Agency and Successor Agency and their officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns (“Successor Agency Indemnitees”) from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), whenever arising, unless caused in whole or in part by any of the Successor Agency Indemnitees, resulting from or in connection with the actual or claimed generation, storage, handling,

transportation, use, presence, placement, migration and/or release of Hazardous Materials at, on, in, beneath or from the Site or portion thereof following the conveyance of the Site to Developer and prior to the time Developer conveyed title to the applicable portion of the Site to a third party (collectively referred to as "Subsequent Contamination"). Developer's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Subsequent Contamination, at Developer's sole cost.

c. Release and Waiver

Except as expressly provided above, Developer hereby releases and waives all rights, causes of action and claims Developer has or may have in the future against the Successor Agency Indemnitees arising out of or in connection with any Hazardous Materials at, on, in, beneath or from the Site or portion thereof unless the presence of such Hazardous Materials at, on, in, beneath or from the Site or portion thereof is caused in whole or in part by any of the Successor Agency Indemnitees. In furtherance of the intentions set forth herein, Developer acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Except for the rights reserved to Developer herein, Developer hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits.

H. Condition of the Site

It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the conditions of the Site and the suitability of such conditions for the improvements to be constructed by the Developer. If the conditions are not in all respects entirely suitable for the use or uses to which the Site will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the conditions of the Site in a condition suitable for development of the Site unless this

Agreement is terminated as otherwise permitted herein. Successor Agency will provide any known documents within its possession regarding environmental issues on the Property.

I. Preliminary Work by the Developer

Prior to the conveyance of title from the Successor Agency, representatives of the Developer shall have the right of access to the Site at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. The Developer shall hold the Successor Agency harmless from any injury to persons or physical damage to property arising out of any activity pursuant to this section. The Developer shall have access to all data and information on the Site in the Successor Agency's possession or otherwise available to the Successor Agency, but without warranty or representation by the Successor Agency as to the completeness, correctness or validity of such data and information. Within ten (10) days of execution of this Agreement by the Successor Agency, the Successor Agency shall furnish the Developer with copies of all such data and information. Successor Agency will allow Developer and its agents the right to enter the Property to conduct whatever tests Developer deems necessary, at Developer's sole cost. Developer agrees to indemnify Successor Agency for any and all liability, costs and damages in connection with such entrance and testing and keep the transaction confidential.

III. **IMPROVEMENT OF THE SITE**

1. Improvement of the Site – Right of Reverter

Developer agrees to improve the Site by developing a large lot residential development of approximately 20 new homes, pursuant to plans approved by the City. The improvements shall be complete within three years of the Close of Escrow. Failure to complete the improvements will result in a Right of Reverter for the City. The Parties acknowledge and agree that the Successor Agency's desire to sell the Property to Developer is in part to improve the Site with new homes. Accordingly, if Developer does not improve the Site as noted above in accordance with the plans approved by the City within three years from the Close of Escrow, then the City shall have the right, at its option, as its sole and exclusive remedy as a result of such failure, to repurchase, reenter and take possession ("Right of Reverter") of the Property, but subject to Developer's right to notice and opportunity to cure set forth therein. The Right of Reverter hereunder shall be subject and subordinate to the rights of the Project lenders and investor limited partner in all respects. All notices and cure rights of the Developer under this Section III.1 shall also be provided to such lenders and investor limited partner provided that the Successor Agency has been provided with notice information for such parties.

Exercise Right of Reverter. To exercise its Right to Reverter with respect to Successor Agency Property as provided for under this Agreement, Successor Agency shall pay to Developer in cash an amount equal to:

- (i) The Purchase Price paid by Developer for the Agency Property; plus

(ii) The total amount of any Mortgage(s) or other liens encumbering the Property at the time of the repurchase, reentry and repossession, which amounts shall be used to pay off any such Mortgages or liens.

In order to exercise this Right of Reverter, City shall give Developer Notice of such exercise and Developer shall, within sixty (60) days after Developer's receipt of such Notice, shall have a further right to cure any Default.

If after said 60-day period (as the same may be extended pursuant to the terms hereof), Developer decides not to cure, or decides to cure, then City shall request that Developer provide it with a detailed listing of any and all of Mortgages or other liens then encumbering the Property as provided in subparagraph (ii) above. City, within thirty (30) days after its receipt of such listing, shall have the Right of Reverter for the Property subject to City's payment to Developer in cash all sums owing to Developer. Once City has made said payment and repaid in full all obligations and loans secured by all Mortgages encumbering the City Property, as well as other liens that are a recorded against the property, then Developer shall thereupon execute and deliver to City a quitclaim deed transferring to City all of Developer's interest in the Property and assign to City all leases and contracts related to the Property and all declarant rights under any CC&Rs. The transfer of the Property to City pursuant to the City's Right of Reverter shall be in its then AS-IS Condition and City shall execute a waiver and release of known and unknown claims in connection with such transfer.

2. Improvement of the Site – Additional Provisions

- a. Developer agrees to enter into a reasonable Development Agreement associated with the development of the Site.
- b. During the period which the Developer is pursuing permits and entitlements and throughout the construction process, the City will assist the Developer in coordinating with tribal governments as necessary.
- c. City to provide available information about access to utilities (i.e. water and sewer to property line).
- d. City agrees to take any reasonable efforts to ensure expedited entitlement approval process
- e. Developer agrees to initiate construction at the Site such as site improvements and home construction within one (1) year of the Close of Escrow.
- f. Developer agrees to construct a minimum of 20 new homes on the site.

IV. DEFAULTS, REMEDIES AND TERMINATION

A. Defaults - General

Any failure or delay by either party to perform any term or provision of this Agreement shall constitute a default under this Agreement unless such failure is cured within the applicable cure period provided for in this Agreement. The performing party shall notify the nonperforming party that a default exists and that the nonperforming party must cure or commence to cure and diligently prosecute to completion within thirty (30) days of receipt of the notice (or such longer period set forth herein). The party who so fails or delays must promptly commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence.

Any notice of default given hereunder shall specify in detail the nature of the failure in performance which the noticing party claims constitutes the default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

During the time periods herein specified for cure of a failure to perform, the party charged therewith shall not be considered to be in default of this Agreement for any purposes, including, but not limited to, termination of this Agreement or institution of legal proceedings.

Except as otherwise expressly provided in this Agreement, any failure or delay by the Developer or the Successor Agency in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

B. Legal Actions

1. Institution of Legal Actions

Upon the occurrence of a default, the non-defaulting party shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any default, or to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Lake, State of California, or in the appropriate Federal District Court.

2. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or

remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

D. Damages

If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be liable to the non-defaulting party for damages caused by such default, provided, however, the Successor Agency shall not be entitled to claim consequential damages except as otherwise provided in the following paragraph.

E. Termination by the Successor Agency

Prior to conveyance of the Site, this Agreement may be terminated by the Successor Agency if:

1. Any of the conditions precedent to the close of escrow that are for the benefit of the Successor Agency, as set forth above have not been satisfied or waived by Successor Agency; or
2. Developer is in default under any provision of this Agreement and such default is not cured within the applicable time periods; or
3. Escrow has not closed for the conveyance of the Site to Developer by May 31, 2022.

In the event of any default under this Agreement, at the option of Successor Agency, be terminated by written notice thereof to the Developer.

If this Agreement is terminated by City under subparagraph 1. above, the City shall return the Deposit to Developer if the termination was the result of the failure of Developer to secure governmental approvals required by this Agreement, provided Developer used commercially reasonable efforts to obtain all necessary discretionary approvals and discretionary permits. Upon a termination under this Agreement and Developer did not use commercially reasonable efforts City/Successor Agency shall be entitled to retain the Deposit as liquidated damages. Except for those provisions which are specifically intended to survive any termination of his Agreement, including without limitation, the indemnification obligations set forth in this Agreement and the City/Successor Agency's Right to Reverter (in the event that the Close of Escrow has occurred), the parties shall have no further rights against or obligations to each other. After the Close of Escrow, the Right of Reverter shall be the sole remedy of the Successor Agency for failure to complete construction of the Improvements as set forth herein.

V. GENERAL PROVISIONS

A. Conflicts of Interest

No member, official or employee of the Successor Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

B. Non-liability of Successor Agency Officials and Employees

No member, official or employee of the Successor Agency shall be personally liable to the Developer in the event of any default or breach by the Successor Agency or for any amount that may become due to the Developer or on any obligations under the terms of this Agreement.

C. Attorneys' Fees

Should any action be brought between the parties hereto arising out of this Agreement including, without limitation, any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation incurred, including those incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code or any successor statutes, and any judgment or decree rendered in any such actions or proceedings shall include an award thereof.

D. Brokers; No Commissions.

Successor Agency and Developer each represent and warrant to the other that there are no commissions, finder's fees or brokerage fees (collectively, a "Commission") arising out of the transaction contemplated by this Agreement. Developer shall indemnify and hold Successor Agency harmless from and against any and all liabilities, claims, damages, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, in connection with claims for any commissions, finder's fees or brokerage fees arising out of Developer's conduct or the inaccuracy of the foregoing representations and/or warranty of Developer. Successor Agency shall likewise indemnify and hold Developer harmless from and against any and all liabilities, claims, damages, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, in connection with claims for any commissions, finder's fees or

brokerage fees arising out of Successor Agency’s conduct or the inaccuracy of the foregoing representations and/or warranty of Successor Agency.

E. Assignment.

Buyer may assign its rights under this Agreement without the consent of the Successor Agency to an entity or entities (formed or to be formed), provided, however, such entity or entities is/are under the control of or under common control with Danco Homes LLC. Except as provided in this Section, Buyer shall not assign its rights under this Agreement without the prior written consent of Successor Agency, which consent shall not be unreasonably withheld or delayed.

VI. SPECIAL PROVISIONS

A. Submission of Documents to the City for Approval

Except for documents submitted by Developer that require land use approvals and/or approval of environmental documents in accordance with the California Environmental Quality Act, whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for recommendations and/or comments, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted, and will be deemed as having, no comments or recommendations by City unless rejected by the City within the stated time. If there is no time specified herein for such City action within the Schedule of Performance attached to the Development Agreement, the Developer may request City approval or rejection of documents within thirty (30) days after submission to the City/Successor Agency of such documents.

B. Amendments and Minor Modifications to This Agreement

The Developer and the Successor Agency agree to mutually consider reasonable requests for amendments to this Agreement that may be made by any of the parties hereto, lending institutions or bond counsel or financial consultants to the Successor Agency. Any such requests ("Minor Modifications") that are consistent with this Agreement and would not substantially alter the basic business terms included herein, may be approved administratively by the Executive Director of the Successor Agency without a public hearing. An approved Minor Modification shall be reflected in a formal amendment to this Agreement that shall be binding on the parties.

VII. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 14, inclusive, and Attachment Nos. 1 and 2, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Successor Agency and the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Successor Agency and the Developer.

VIII. TIME FOR ACCEPTANCE OF AGREEMENT BY SUCCESSOR AGENCY

This Agreement, when executed by the Developer and delivered to the Successor Agency, must be authorized, executed and delivered by the Successor Agency within forty-five (45) days after the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the Successor Agency.

[Date]

SUCCESSOR AGENCY OF
CLEARLAKE

By: _____
Successor Agency Manager

APPROVED AS TO FORM:

Attest:

Successor Agency Attorney

Successor Agency Clerk

11/18/2021
[Date]

DEVELOPER

DANCO HOMES LLC, a California
limited liability company

By: 
Chris Dart, Authorized Representative

**ATTACHMENT NO. 1.
MAP OF THE SITE**

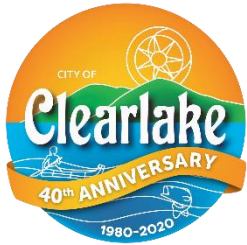
[to be inserted]

**ATTACHMENT NO. 2
LEGAL DESCRIPTION OF THE SITE**

[to be inserted]

CITY OF CLEARLAKE

Successor Agency



STAFF REPORT	
SUBJECT: Discussion and Consideration of Purchase Agreement for Property Located at 6461 Manzanita Ave. (APN 042-124-26) and 6452 Francisco Ave., (042-124-30) Clearlake	MEETING DATE: Dec. 16, 2021
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to consider the purchase of two parcels located at 6461 Manzanita and 6452 Francisco Ave., in Clearlake to be used for the construction of a new public roadway and future commercial development at the former Pearce Field.

BACKGROUND/DISCUSSION:

The City has been actively engaged in development of the former Pearce Field airport over the past few years. The project will include a new roadway, developed by the City, that connects Old Highway 53 and Highway 53 from the 18th Avenue intersection. Proper development of this road and connecting it the existing improvements at 18th Avenue required the acquisition of some privately owned land. Edwin Jinks owns two parcels near the intersection which are both used as self-storage facilities. Staff have negotiated with Mr. Jinks and reached proposed agreement that would allow the City to purchase the two properties for \$550,000. This purchase would allow the 18th Avenue road construction to be started next year. Mr. Jinks would deliver the property free of tenants and personal property before closing.

OPTIONS:

1. Approve the purchase of property located at 6461 Manzanita Ave. and 6452 Francisco Ave., Clearlake and authorize the City Manager to execute any necessary documents to complete the sale.
2. Provide Direction to Staff.

FISCAL IMPACT:

None \$550,000 plus closing costs. 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: Capital Projects Fund

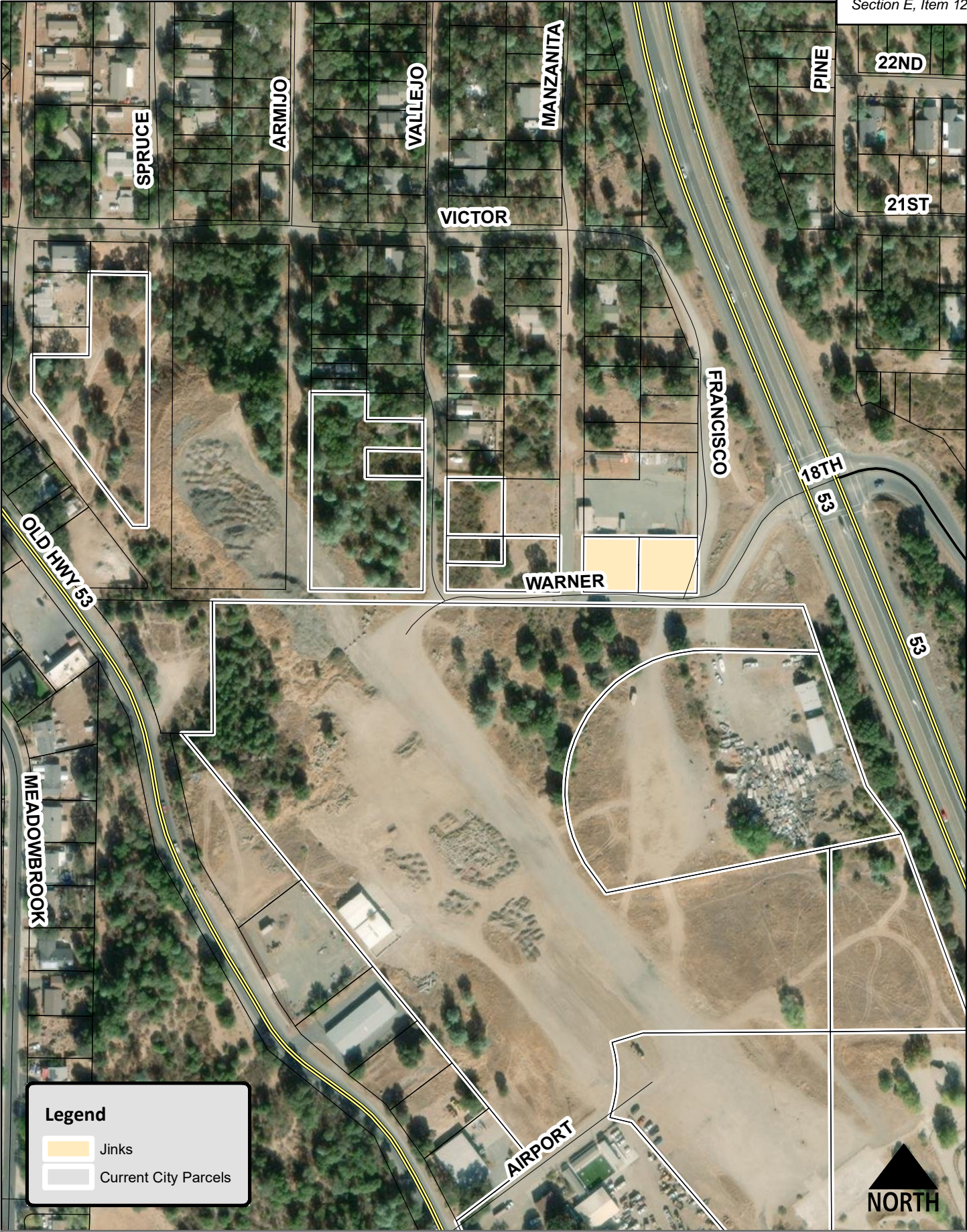
Comments: Utilize funding appropriated for the airport development project in Fund 240.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Attachments:



Legend

- Jinks
- Current City Parcels

