



## CITY COUNCIL SPECIAL MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, December 08, 2022

Special Meeting 5:30 PM

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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](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](mailto:mswanson@clearlake.ca.us). To give the City Council adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

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### 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](mailto:mswanson@clearlake.ca.us) within a reasonable time 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](http://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](http://www.clearlake.ca.us).

#### A. ROLL CALL

#### C. CLOSED SESSION

- (1) Conference with Labor Negotiators Pursuant to Government Code Section 54957.6: Agency Designated Representatives: City Manager Alan Flora and Administrative Services Director Melissa Swanson; Employee Organization: Clearlake Police Officer Association

**Zoom Link:** <https://clearlakeca.zoom.us/j/86472098822>

**B. PLEDGE OF ALLEGIANCE****D. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION****E. PRESENTATIONS**

2. Presentation to Mayor Dirk Slooten

**F. CONSENT AGENDA:** *All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one motion. There will be no separate discussion of these items unless a member of the Council requests otherwise, or if staff has requested a change under Adoption of the Agenda, in which case the item will be removed for separate consideration. Any item so removed will be taken up following the motion to approve the Consent Agenda.*

**G. BUSINESS**

3. Authorization of an Amendment to the Clearlake Police Officers Association (CPOA) Memorandum of Understanding to Modify the Salary  
Recommended Action: Approve amendment and authorize the City Manager to sign
4. Approve the Cannabis Equity Program and Authorize the City Manager to Implement the Program  
Recommended Action: Adopt Resolution 2022-74
5. Consideration of Resolution No. 2022-73 Related to Providing Grant Funds to Chelsea Investment for Affordable Housing  
Recommended Action: Adopt resolution
6. Consideration of Acceptance of the November 2022 Election Results; Resolution No. 2022-75  
Recommended Action: Adopt resolution and authorize City Clerk to deliver the Oath of Office to newly elected Council Members
7. Appointment of the 2023 Mayor/Vice Mayor

**H. ADJOURNMENT**

POSTED: December 7, 2022

BY:



Melissa Swanson, Administrative Services Director/City Clerk

# CITY OF CLEARLAKE

City Council



<b>STAFF REPORT</b>	
<b>SUBJECT:</b> Authorization of an Amendment to the Clearlake Police Officers Association (CPOA) Memorandum of Understanding (MOU) to Modify the Salary	<b>MEETING DATE:</b> Dec. 8, 2022
<b>SUBMITTED BY:</b> Alan D. Flora, City Manager	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input checked="" 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 Manager to sign the CPOA MOU amendment to allow for a salary adjustment.

**BACKGROUND/DISCUSSION:**

Last June, your Council approved a new contract with the Clearlake Police Officers’ Association (CPOA) covering July 1, 2022 through June 30, 2024. While the City has been successful with recruitment and retention of officers over the past several years, it requires constant attention to contract terms in order to remain competitive. A local agency recently approved a new contract with police officers that causes concern on continued retention and recruitment. Staff met with the CPOA and have agreed two changes to the existing MOU would be beneficial to our shared goal of a stable and fully staffed police department.

The two recommended changes are a 2.5% cost of living adjustment (COLA) effective the first full pay period after January 1, 2023 and adding a sixth step to the salary schedule for police officers. These two actions would cause the Clearlake PD to remain extremely competitive locally.

**OPTIONS:**

1. Authorize the City Manager to sign Amendment No. 1 to the CPOA MOU related to salary adjustments.
2. Other direction

**FISCAL IMPACT:**

None  \$30,000 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:**

Move to authorize the City Manager to execute Amendment No. 1 to the 2022-2025 CMEA MOU.

- Attachments:** 1) 2022-2024 CPOA MOU  
2) Proposed Amendment No. 1



**City of Clearlake**  
14050 Olympic Drive, Clearlake, California 95422  
(707) 994-8201 Fax (707) 995-2653  
[www.clearlake.ca.us](http://www.clearlake.ca.us)

December 8, 2022

President  
Clearlake Police Officers Association (CPOA)  
14050 Olympic Drive  
Clearlake, CA 95422

Amendment No. 1 to the Memorandum of Understanding (MOU) Between the City of Clearlake and the Clearlake Police Officers' Association Effective July 1, 2022 through June 30, 2024

The City and the CPOA have agreed to the proposed changes to **Section 2-8.1** as stated below.

**Section 2-8.1 Salary Adjustment**

Effective the first full pay period following January 1, 2023, all employees classified as a Police Officer shall receive a two and half percent (2.5%) cost of living adjustment (COLA) increase.

**Salary Schedule**

Additionally, the City and CPOA agree to add a sixth step to the Salary Schedule, Step F for Police Officer. Step F shall be 5% above Step E, and will be paid upon completion of one year of employment in Salary Step E where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Chief of Police and approval of the Personnel Officer, and subject to all other requirements of the Personnel Regulations and the CPOA MOU.

City of Clearlake

\_\_\_\_\_  
Alan Flora  
City Manager/Employee Relations Officer

Clearlake Police Officers' Association (CPOA)

\_\_\_\_\_  
Carl Carr  
Unit Representative/Operating Engineers

\_\_\_\_\_  
Trevor Franklin  
CPOA President

**Memorandum of Understanding**

**Between the**

**City of Clearlake**

**And the**

**Clearlake Police Officers  
Association**

**July 1, 2022**  
**through**  
**June 30, 2024**

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## **Article I. General Provisions**

### **Section 1-1.0 Preamble**

The Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq., the City of Clearlake Personnel System (Ordinance No. 10), the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 38-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Police Association (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its implementation.

### **Section 1-2.0 Purpose**

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the employees covered by the provisions of the Agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

### **Section 1-3.0 Recognition**

The City acknowledges the Association as the exclusive recognized employee organization representing the permanent employees occupying job classifications set forth in Exhibit A.

### **Section 1-4.0 Employee Rights and Responsibilities**

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State and City rules and regulations. Association rights and responsibilities include:

- a. The right to represent its members before the City Council with regard to wages, hours and working conditions.

- b. The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- c. The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- d. The right of reasonable use of the City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- e. The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- f. The right to maintain a bulletin board in an area readily accessible to Association members.
- g. The right to have payroll deductions made for payment of Association dues, subject to written request for each individual Association member.
- h. The right to recommend changes to Personnel System and Personnel Rules and meet and confer on changes thereof.

**Section 1-5.0 Management Rights and Responsibilities**

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- a. The right to determine the organization of the City government and the purpose and mission of its constituent parts.
- b. The right to set standards of service and levels of staffing for both routine services and emergency operations.
- c. The right to determine the type and kind of goods and services to be made purchased and contracted for.
- d. The right to determine the methods of financing municipal services.
- e. The right to administer the Personnel System in accord with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.

## **Article II. Wages & Benefits**

### **Section 2-1.0 Maintenance of Benefits**

All employee rights, benefits, privileges, and other terms and conditions of employment in effect through the duration of the previous agreement and not expressly contradicted by this agreement are hereby incorporated in this agreement.

### **Section 2-2.0 Incorporation of Rules and Regulations**

The Personnel System Rules and Regulations, as amended by Resolution No. 82-60, is hereby incorporated by reference.

### **Section 2-3.0 Probationary Period**

The first twelve (12) months after and employee has been hired or promoted shall be a probationary period during which he or she will be considered as in training.

The probationary period for police officers shall be of two types. Sworn personnel hired through lateral recruitment shall have a twelve (12) month probationary period. All other sworn personnel shall have an eighteen (18) month probationary period.

This period is an extension of the examination process and the employee's performance shall be carefully observed. Thirty (30) days prior to the end of the probationary period, the employee's performance shall be formally evaluated. If the employee's performance has been satisfactory, and advancement to regular status is warranted, the Department Head shall so state in the employee's evaluation report to the Personnel Officer. The employee shall then be advanced to regular status.

If the employee's performance has not been satisfactory, the Department Head shall so state in the employee's evaluation report and the employee shall be rejected. Alternatively, the probationary period may be extended by the Department Head, not to exceed 6 additional months.

Probationary employees may be rejected at any time without the right of appeal. Notification of rejection shall be in writing and shall be given to the probationary employee with a copy to the Personnel Officer.

### **Section 2-4.0 Lay-Off**

For reasons of economy or efficiency, or in the interest or mandate of the public, reductions or curtailments of City services may be required. In such event, it may

be necessary to lay off one (1) or more City employees. The following procedure is intended to give primary consideration to seniority in classification and service and job performance whenever the layoff of employees is necessary. The City's decision to abolish a position is not subject to the employee's right of appeal or grievance.

Notwithstanding the above, the City recognizes the responsibility and the Association's right to meet and confer over the impact of such an action.

When a position within a department or division is abolished, all employees in that department or division in the subject classification shall be listed in order of their length of time in classification. The department head shall choose from among their number the probationary employee to be laid off for each position to be abolished.

In any case length of time in classification should be equal, the appointing authority shall take length of service with the City into consideration in determining the employee to be laid off.

If in any case length of time in classification and length of time of service with the City should be equal, the appointing authority may take job performance into consideration in determining the employee to be laid off.

Employees laid off shall be given two (2) weeks written notice of the action.

An employee who is to be laid off may request, in writing, to be transferred to a vacant position, subject to existing transfer rules within the two-week notification period.

An employee who has held regular status in a lower classification within the same department and/or division may request, within the two (2) week notification period, demotion to a position of said lower classification or an equivalent class in order to avoid layoff. If the employee makes such a request, a list of employees as prescribed in the preceding section shall be prepared and subject employee shall have his/her name placed among the other names on said list according to his/her total length of service in said class and any higher class within the department and/or division. Thereafter, the appointing authority shall choose an employee to be laid off according to the preceding section.

A regular employee of the City who has been employed for a minimum of two (2) years and has been laid off because of either abolition of his/her position or as a result of a demotion of another employee to avoid layoff will be eligible for ten (10) days severance pay.

The names of all permanent employees who were laid off or who were demoted to avoid layoff shall be placed on a layoff list for two (2) years. Whenever a vacancy occurs in the classes from which employees were laid off, the qualifying employees on the layoff list will be notified of the vacancy, prior to announcing an open or promotional position. In such an event, the appointing authority shall consider the former employee(s) from the layoff list prior to considering other candidates. However, the appointing authority shall retain the right not to appoint said former employee(s) and may request an examination to establish a new eligibility list.

A regular employee may be reinstated within twenty-four (24) months after resignation in good standing to a vacant position in the same classification. No credit shall be received for prior service in terms of benefits accrued prior to reinstatement unless recommended by the appointing authority and approved by the Personnel Officer. A reinstated employee shall begin a new probationary period and anniversary date.

#### **Section 2-5.0 Provisional Appointment**

In the absence of an appropriate eligibility list, transfer, or a demotion, a provisional appointment may be made by the appointing authority of an individual who meets the training and experience requirements for the position. Such an appointment may be made during the period of suspension of an employee or pending final action on proceedings to review suspension, demotion, or discharge of an employee. Provisional appointments may also be made under other circumstances deemed for the good of the service by the Personnel Officer.

A provisional employee may be removed at any time without rights to appeal or hearing. Provisional employees shall accrue the same benefits as probationary employees.

#### **Section 2-6.0 Residency**

No employee shall be required to relocate or establish a primary residence closer than forty-five (45) minutes travel time to the City limits.

#### **Section 2-7.0 Retirement**

##### **2-7.1 Retirement Plan & Contributions**

“Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS) sworn unit employees shall be provided the benefit of the local Safety Members 3%@50 retirement formula.

“Classic” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 9%.

“PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) sworn unit employees shall be provided the benefit of the local Safety Members 2.7%@57 retirement formula.

“PEPRA” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 12%.

Members that previously received a salary adjustment of 2.5% as an offset for contributing 100% of the employee contribution shall continue to receive this offset during the term of the MOU.

#### **2-7.2 Unused Sick Leave Conversion**

The City’s contract with the California Public Employees Retirement System (CalPERS) will allow unit employees to convert unused sick leave to service credit upon retirement.

### **Section 2-8.0 Salary Adjustment and Longevity Plan**

#### **2-8.1 Salary Adjustment**

Effective July 1, 2022, all unit members will receive a four percent (4.0%) cost of living adjustment (COLA) increase.

Effective July 1, 2023, all unit members will receive a three percent (3.0%) base salary cost of living adjustment (COLA) increase.

#### **2-8.2 Longevity Pay**

City will provide a longevity payment to all sworn and non-sworn unit employees based on the following schedule (Applies only to continuous service at the City of Clearlake, although no incumbent as of September 12, 2019 will receive a reduction in pay as a result):

<b>Completion of Years of Service</b>	<b>% of Salary Longevity Payment</b>
5	1.0%
6	2.0%
7	3.0%
8	4.0%
9	5.0%
10	6.0%

11	7.0%
12	8.0%
13	9.0%
14	10.0%
15	11.0%

### **2-8.3 Pay Periods**

There shall be twenty-six (26) pay periods per year.

### **2-8.4 Shift Differential**

a) Member shall receive a differential of five (5%) percent of their base pay for actual hours worked during the night shift period as defined below:

Night shift shall be 6:00 p.m. (1800 hrs) to 6:00 a.m. (0600 hrs). The start and end time for this period are based on the current 3/12 alternative work schedule for patrol and dispatch.

b) The City agrees to meet and confer regarding shift differential if the City changes from the current 3/12 alternative work schedule for patrol and/or dispatch to another schedule (eg. 4/10, 5/8).

### **2-8.5 Merit Increases**

All Merit Increases and Status Changes affecting employee pay shall be effective the first day of the pay period following the anniversary date or date of change of status, whichever is later.

#### **Payment of Comp Time Upon Promotion and/or Change of Bargaining Unit**

Employees who have accrued compensation time and who are promoted to a new bargaining unit shall receive a cash-out of all accrued compensation time prior to the effective date of the promotion/bargaining unit change. This amount would be paid in the next pay period following the promotion date.

## **Section 2-9.0 Health and Welfare**

### **2-9.1 Health Insurance Plan**

a) The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical/vision plan shall be that offered by Operating Engineers Local Union No. 3 with individual employees paying the associate membership fee.



- b) If the City is mandated to contribute toward employee's health insurance program by state or federal action, this subsection shall be considered invalid and subject to Section 10 in Article V (Severability).
- c) The City and employees shall contribute the following percentages towards health insurance:
- |                          |                |
|--------------------------|----------------|
| City Contribution:       | 80% of premium |
| Employee Responsibility: | 20% of premium |

### **2-9.2 Waiver of Participation**

Effective July 1, 2022, all new employees hired on or after this date who elect to waive participation in the City's health insurance plan due to participation in a spouse's insurance program or private health insurance program shall, upon written request to waive said participation and proof of alternative health insurance coverage, receive from the City a two hundred dollar (\$200) flat rate payment towards unit employee's health insurance plan, regardless of family size or alternate coverage cost.

Current unit members waiving participation and receiving in-lieu pay shall continue to receive in-lieu pay for the duration of this agreement at the equivalent of 50% of the City's contribution towards employee's health care plan at the rate effective June 30, 2022.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Waiver of Participation in-lieu payments.

### **2-9.3 Alternate Health Insurance Plan**

Further, the parties agree to work mutually toward seeking health and benefit plans which are acceptable to both parties, including counseling services provided by an independent contractor.

If an alternate Health Insurance Plan is identified by either party during the term of this agreement, the City and the Association agree to re-open negotiations for the sole purpose of renegotiation the City and employee levels of contribution and implementation of the plan.

### **2-9.4 Life Insurance**

The City shall provide a \$50,000 Life Insurance Policy for Association Members and an additional \$100,000 policy as a line of duty benefit for sworn employees.

Employees have the option of purchasing additional coverage at their own expense.

#### **2-9.5 State Disability Insurance**

The City shall provide SDI coverage for all unit employees.

#### **2-9.6 Physical Requirements**

The City may require that all applicants and employees be in such physical or mental condition to perform the duties of their jobs and may require periodic medical or psychological evaluation. No employee shall hold any position in a classification in which he cannot physically or mentally perform all the duties of the job adequately or without hazard to himself or others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of the City rules to place physically disabled employees in such positions as are available in the City service where their disabilities will not affect their performance of duties. The employee's length of service, nature of past performance and the availability of openings may be considered in placing disabled employees.

It is the intent of the City to administer this provision on an equitable basis.

#### **2.9-7 Stress Management/Wellness Program**

Outpatient care for treatment by a psychiatrist, psychologist, or certified social worker: The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$60 charge, therefore paying up to \$30 per visit, with an overall maximum of twelve (12) visits per fiscal year.

A \$200 per fiscal year wellness stipend will be provided to all classifications within the bargaining unit. This is a reimbursement for costs relating to wellness, up to \$200 maximum per fiscal year. Examples are, but not limited to, Fitbit exercise watch, yoga class, meditation class, smoking cessation, weight loss classes, gym membership, etc.

### **Section 2-10.0 Sick Leave**

#### **2-10.1 Accrual of Sick Leave**

Every full-time regular employee and probationary employee shall earn sick leave at the rate of eight (8) hours per month, or major fraction thereof. Permanent part-time employees shall earn sick leave at a ratio of their hours to full time position.

#### **2-10.2 Use of Sick Leave**

Sick leave with pay may only be granted by the appointing authority for valid illness, injury, or scheduled appointment for medical or dental care unless otherwise provided by this agreement. The appointing authority may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested. When in the judgment of the appointing authority, the employee's reasons for being absent because of alleged illness or injury are inadequate, he/she shall indicate on the payroll time report that the absence was leave without pay. The appointing authority may take reasonable steps to insure proper use of sick leave with pay.

### **2-10.3 Sick Leave Integration**

An employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary. When accumulated sick leave, or vacation or both are exhausted, the employee is still entitled to receive disability indemnity.

### **2-10.4 Illness While on Vacation/Holiday**

An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:

- a. Immediately upon return to duty, the employee submits to the appointing authority a written request for sick leave. The appointing authority may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reasons for the time for which sick leave was requested.
- b. The appointing authority recommends and the Personnel Officer approves the granting of such sick leave.

### **2-10.5 Illness on Observed Holidays**

Observed Holidays occurring during sick leave shall not be counted as a day of sick leave, except for employees receiving holiday pay.

### **2-10.6 Use of Sick Leave for Dependent Care**

A employee may use sick leave for the case of dependents who are ill, injured or pregnant and who are living in the employee's household.

### **2-10.7 Separation**

An employee leaving municipal services shall forfeit all sick leave benefits except that sick leave may be used only through the final day of the actual work performed for the City and not during a period of terminal vacation.

## **Section 2-11.0          Vacation Leave**

### **2-11.1          Accrual of Vacation**

Every full-time regular probationary employee shall earn leave with pay, as follows:

Completed Years of Service	Vacation Hours per Year
0	80
1	88
2	92
3	96
4	100
5	104
6	108
7	112
8	116
9	120
10	124
11	128
12	132
13	136
14	140
15	144
16	148
17	152
18	156
19	160

### **2-11.2          Maximum Vacation Leave Accrual**

An employee may accumulate unused vacation leave up to a maximum of twice the number of hours due annually. Under extraordinary circumstances, and when the best interest of the City requires, the City

Manager may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

After Years of Service	Vacation Hours Per Year	Maximum Accrued Balance
0	80	160
1	88	172
2	92	184
3	96	192
4	100	200
5	104	208
6	108	216
7	112	224
8	116	232
9	120	240
10	124	248
11	128	256
12	132	264
13	136	172
14	140	280
15	144	288
16	148	296
17	152	304
18	156	312
19	160	320

### **2-11.3 Scheduling Vacation Leave**

All vacation requests for the coming calendar year shall be submitted in writing to the Chief of Police between November 1st and November 30th of the current year. When the requested vacation periods of two (2) or more employees working the same shift conflict and not all such requests can be reasonably granted, employees shall be granted their preferred vacation period in order of department seniority. When department seniority is equal, the employees' ranking on the original list from which they were hired will be used to break the tie. Vacation requests shall not be denied nor scheduled vacations canceled unless operational needs require it.

### **2-11.4 Separation**

An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus

created may be filled at any time after the effective date of termination. When separation is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

### **2-11.5 Denial of Leave Request/Accrual Extension**

In the event an employee is denied two requests to take vacation within a calendar year, he/she shall be allowed to carry-over accrued vacation in excess of the maximum allowed.

### **Section 2-12.0 Bereavement Leave**

An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, step parent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of the death.

An employee shall receive twenty-four (24) hours bereavement leave due to the death of his or her aunt, uncle, niece, nephew, first cousin, aunt-in-law, uncle-in-law, great-grandfather, great-grandmother, great-granddaughter, or great-grandson at the time of death.

### **Section 2-13.0 Holidays**

The following holidays shall be observed except for shift employees in the Police Department.

New Year's Day – January 1  
 Martin Luther King's Birthday – 3rd Monday in January  
 Washington's Birthday – 3rd Monday in February  
 Memorial Day – Last Monday in May  
 Independence Day – July 4  
 Labor Day – 1st Monday in September  
 Veteran's Day – November 11th  
 Thanksgiving Day – 4th Thursday in November Day after Thanksgiving Day  
 One-half day Christmas Eve Christmas Day – December 25th  
 One-half day New Year's Eve One Floating Holiday

### **Section 2-14.0 Leave of Absence without Pay**

An employee may request a leave of absence without pay for personal reasons. Leaves of absence shall be administered as follow:

- a. A department head may grant a leave of absence without pay to an employee for a period of up to seven (7) calendar days in a month.
- b. The City Manager may grant a leave of absence without pay to an employee of up to thirty (30) calendar days.
- c. Any leave of absence without pay to an employee in excess of thirty (30) calendar days must be approved by the City Council.

All benefits under (a) and (b) above shall continue for the duration of such leave.

#### **Section 2-15.0 Post Incentive Pay**

Additional compensation shall be paid to Police Officers and Dispatchers for POST certificates as prescribed below:

Intermediate Certificate	5.0%
Advanced Certificate	2.5% additional for a total of 7.5%

#### **Section 2-16.0 Bi-Lingual Pay**

Based on the City and community need and the language proficiency of the employee, the Chief of Police may approve bilingual pay for Police Officer's Association classifications. Approval will only be given where the employee's bilingual skill is regularly used in the course of business.

Bilingual pay shall be 2.5% of base salary for speaking and/or 2.5% of base salary for writing based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.

If an employee is off work for over 30 consecutive calendar days, the employee will not receive the bilingual differential for the remainder of the leave; this will not take effect if the employee is out on LC 4850 disability leave.

#### **Section 2-17.0 Special Assignments**

Employee shall receive a five percent (5%) premium pay while assigned by the Police Chief and while performing in any of the following special assignments:

- Traffic Officer
- Canine Officer
- Field Training Officer
- Non-sworn personnel while actively training other non-sworn personnel
- Watch Commander
- Police Corporal

Detective  
Lead Dispatch

Time performing the special assignment does not include the time training to qualify for the special assignment.

The maximum premium pay for multiple special duty assignments is ten percent (10%). A member serving as Field Training Officer shall not have the five percent (5%) special duty assignment pay count towards the maximum premium pay. A member serving as a Police Corporal shall not be eligible for Watch Commander special assignment pay.

### **2-17.1 Police Corporal Assignment**

- a) Responsibilities. The functions and responsibilities of the Police Corporal assignment include those of a Police Officer with the additional duties of an assistant supervisor or, in the absence of a sergeant, the shift supervisor. The assignment is distinguished from Police Officer by the focus on leadership, coordination and oversight of officers during field operations. They have the responsibility of monitoring the job performance of police personnel, in support of the sergeant, to ensure adherence to department policy and procedures. They provide informal, remedial training to assigned personnel and take corrective action of field performance issues as needed. They make decisions as to the correct action at calls for service as the shift supervisor or as the lead officer on the shift or at the call. They may receive and investigate complaints related to an employee's conduct and be assigned projects or other responsibilities consistent with the additional leadership responsibilities of the assignment.
- b) Maximum Assignments. The Police Chief may appoint a maximum of four (4) Police Corporals, with a maximum of one per patrol shift. Appointments are subject to budgetary and staffing needs.
- c) Minimum Eligibility. In order to be eligible for the Police Corporal assignment, an applicant must meet the following minimum requirements:
  - a. Four (4) years of experience as a Police Officer with the City of Clearlake; and
  - b. Experience serving as a Watch Commander with the City of Clearlake; and



- c. Experience serving as a Field Training Officer with the City of Clearlake.
- d) Selection Process: Upon a vacancy in the Police Corporal program, the Police Chief may solicit memorandums of interest for the assignment. Members will be notified via e-mail. Candidates meeting the minimum qualifications will be invited to participate in a testing process. The testing will minimally consist of a scored written test. The minimum passing score shall be 80% overall and for any scored component of the testing process. Successful candidates will be placed on an eligibility list, ranked by score, and referred to the Chief of Police, who has pick of the list for final selection. A passing score does not guarantee placement in the assignment.
  - a. Candidates who fail the testing process are ineligible from re-applying for a period of one year.
  - b. Candidates who pass the testing process but are not selected will remain on an eligibility list for twelve (12) months. Their score will be merged with the scores from subsequent testing process(es) that occur during their period of eligibility or the candidate may re-test at their discretion.
- e) Evaluation: The Annual Evaluation for a Police Corporal will include an assessment and evaluation of their performance with respect to the additional duties and responsibilities of the assignment in addition to those of a Police Officer.
- f) Probationary Period: Upon selection to the Police Corporal assignment, members will serve a Probationary Period of one year from the date of their advanced assignment. During this time, they may be removed from the advanced assignment, with or without cause, without the right of due process appeal or hearing at the sole discretion of the Chief of Police. A member so removed shall be ineligible to reapply for the assignment for a period of one year from the date of removal.
- g) Removal: Upon successful completion of the Probationary Period, a member may be removed from the Corporal assignment by the Police Chief (1) as part of a disciplinary action or (2) the member is physically incapable of performing the duties of the special assignment. A member removed for disciplinary reasons shall be ineligible to reapply for the assignment for a period of one year from the date of removal.

- h) Assignments: Police Corporals will be assigned to a patrol shift with no more than one corporal assigned to a shift. A member assigned as a Police Corporal who transfers to a non-patrol assignment, such as Investigations or School Resource Officer, will no longer be a Police Corporal.
- i) Watch Commander: In the absence of a sergeant, the Corporal will serve as the shift supervisor, except if they are actively training as an FTO, another qualified officer on the shift may serve as shift supervisor. If two or more Corporals are working the same shift, the most senior Corporal will generally serve as the shift supervisor. However, this may be overridden by a sergeant or other higher-ranking supervisor.
- j) Reversion: A member serving in the Police Corporal assignment who is promoted to Police Sergeant but fails the promotional probationary period shall not have reversion rights to the Police Corporal assignment or the associated compensation.
- k) Policy and Direction: The Police Chief may enact policies and procedures to implement the Police Corporal Assignment Program so long as they do not conflict with the above terms.

#### **2-17.2 K9 Care and Maintenance**

Police Officers who are assigned a K-9 shall be provided one half (1/2) hour per day of overtime pay at the base rate of \$19.30 per hour for the care and maintenance of the K-9.

### **Section 2-18.0 Uniform Regulations**

#### **2-18.1 Uniform Allowance and Maintenance**

For a new employee to City service, the City will initially provide the following uniforms and equipment, which will then be maintained and replaced by the employee:

- Two uniform shirts (1 Long Sleeve / 1 Short Sleeve)
- Two uniform pants
- Neck tie
- Tie bar
- Name Tag
- Uniform belt
- Duty belt (Excluding Dispatcher & Supp. Svc. Tech.)

Employees shall be solely responsible for the purchase of non-listed items required to comply with the uniform policy such as t-shirts, socks and boots/footwear.

If a new employee does not pass their initial probationary period and does not remain in City service, they shall return to the city all uniform items that were provided by the City upon hire.

Upon approval of the Chief of Police, the City may replace uniform items damaged in the course and scope of an employee's duties. The employee remains solely responsible for the replacement of uniforms due to normal wear and tear.

The City will provide and maintain the following items for Police Officers:

- Firearm
- Ballistic vest
- Flashlight
- Handcuffs
- Baton
- Pepper spray

For non-police officer classifications, the City will provide and maintain items required, as determined by the Chief of Police, for the assignment, such as a utility belt, handcuffs, etc.

#### **2-18.2 Personal Property Reimbursement**

The City shall reimburse employee for the repair or replacement cost of personal property, clothing and equipment damaged, destroyed, stolen, or lost during the performance of his/her duty. The maximum reimbursement amount shall not exceed a reasonable replacement value as determined by the Chief of Police.

#### **2-18.3 Load Bearing Vest Carriers**

Officers may wear load bearing vest carriers while working patrol operations to reduce the risk of injury.

### **Section 2-19.0 Equipment Loan Program**

The City will offer no-interest loans to non-probationary officers for the purpose of purchasing work related equipment. Loans can be no larger than \$500 at a time and must be repaid on a monthly basis over a period not to exceed one year through a payroll deduction. Only one loan per each officer can be outstanding at a time.

**Section 2-20.0 Hours of Work and Overtime****2-20.1 Hours of Work**

The Chief of Police shall schedule the shifts to meet the department operational needs.

All unit employees are employed on a seven (7) day/minimum forty (40) hour work period basis and may include sick leave, vacation and holiday leave (where applicable).

**2-20.2 Overtime/Compensatory Time Off**

Overtime is defined as a City required act or time expenditure by an employee in excess of the regularly scheduled work shift. Overtime shall be calculated at one and one-half (1 ½) times the employee's rate of pay or one and one-half (1 ½) times the number of overtime hours worked as compensatory time off (CTO). Compensatory time may be accumulated to a maximum of eighty (80) hours at any given time.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager, request pay-off of up to 80 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1st and no later than June 26th of each year. Approved pay off shall be issued no later than June 30th of each year.

**2-20.3 Compensatory Time**

Compensatory time shall be earned and accumulated only if the employee agrees in advance that he/she is required to provide two (2) weeks' notice prior to reducing compensatory time. An employee who does not agree in advance to such notice shall not be allowed to earn or accumulate compensatory time. Exceptions may be considered by the Chief of Police.

**2-20.4 Call Back/Call Out**

- a. Call Back is defined as Association Members called back to work to perform corrections to work completed which results in overtime as defined in Section 2-14.2 shall commence at the time the Association Member reports to the Police Station. Call Back excludes Court Time, as defined in Section 2-14.5
- b. Call Back/Call Out pay for Association Members does not apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call Back pay also does

not apply to work performed as an extension of a scheduled shift, either prior to or after said shift.

- c. Call Out is defined as hours worked when an Association Member has already been relieved of duty, has left the station, and is then called back to duty for work other than that defined as Call Back work above, which results in employee overtime as defined in Section 2-14.2. Call Out time begins when the Association Member reports to work. Call Out work shall be paid as overtime as defined in Section 2-14.2, at a minimum of four (4) hours compensation for hours worked, up to the start of the Association Member's regularly scheduled shift, as applicable. Association Member shall not be paid Call Out pay during their regularly scheduled shift.

#### **2-20.5 Court Time**

Court time is time required and spent by an employee attending in response to a subpoena, a coroner's inquest, or a hearing or trial in a civil or criminal case, at a time other than that regularly required of such employee for employment, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employee in the course of employment with the City. An employee shall be compensated at one and one-half (1 ½) times the regular hourly rate for all court time worked in excess of the prescribed regular work week. Employees shall receive a minimum of three (3) hours overtime compensation.

#### **2-20.6 Standby Pay**

- a) Employees required to be on call for duty shall be furnished a cell phone.
- b) City shall create a rotating on-call schedule with on call pay of \$25 per weekday and \$50 per weekend day for Detectives.

#### **2-20.7 Shift Selection**

The Association agrees to mandatory shift rotation for patrol and dispatch assignments. The intent of shift rotation is to provide opportunities for employees to be exposed to all facets of police work.

- a) All shifts sign-up shall be by seniority.
- b) No employee shall work the same shift for more than two (2) rotations.
- c) An employee on leave extending over thirty (30) days is not eligible for shift sign-up but will have shift administratively assigned upon return to work.

Hardship: Any employee claiming a hardship and requesting to maintain on a shift for more than two (2) rotations shall comply with the following:

- a) Submit in writing to the Association Board of Directors the reasons for said hardship.
- b) Upon receipt of the hardship request, the Association shall make a recommendation to the Chief of Police for their determination.

#### **2-20.8 Alternative Work Schedules**

The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 3/12, 4/10 and 9/80 AWS plans. A side letter will be utilized to document the understanding of the Parties regarding such alternative work schedules.

#### **Section 2-21.0 Day**

For the purposes of administering benefits such as vacation accrual, holiday leave, etc. a “day” shall mean an eight (8) hour period.

#### **Section 2-22.0 Training**

The Chief of Police shall establish the training schedule for the department. Any employee interested in career related training shall submit a request to the Chief of Police. A schedule of training shall be prepared by the Chief of Police to meet the needs of the employee and the department. Requests shall be treated in a fair and equitable manner and shall not be unreasonably denied.

#### **Section 2-23.0 Take Home Vehicle Policy**

The Police Chief may recommend that the City provide Police Officers a take home vehicle if it has been determined a vehicle is available and based on the approval of the City.

#### **Section 2-24.0 Educational Tuition Reimbursement**

##### **2-24-1 Tuition and Books**

Tuition and Books: The city will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the approval of the Department Head. Employees are not eligible for both tuition and books reimbursement and the Safety Education Loan Forgiveness Program below..

##### **2-24-2 Safety Education Loan Forgiveness (SELF) Program**

POA and the City agree with the interest of enhancing the training and retaining of POA employees. Safety Education Loan Forgiveness (SELF) Program would be established to provide a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to \$5,000 per fiscal year on behalf of the employee to the educational institution for tuition and related direct expenses as provided below:

In order to be eligible for the program, an employee must have been an employee of the City or a minimum of one year and completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. The City Manager may approve a course of study from a nationally-accredited, degree-granting institution. The City will develop a list of preapproved courses of study in consultation with the POA.

Employees would have up to a maximum of four years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four-year period.

If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due.

Upon successful completion of the program, provided an employee remains in City service, the loan would be forgiven after the fifth year after the two-year program period. If an employee successfully completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:

- 100% repayment for an employee who leaves City service during the first two years after the initial two-year program period.
- 75% repayment for an employee who leaves City service during the third year after the initial two-year program period.

- 50% repayment for an employee who leaves City service during the fourth year after the initial two-year program period.
- 25% repayment for an employee who leaves City service during the fifth year after the initial two-year program period.
- 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period (loan forgiven).

### **Article III. Grievance and Discipline**

#### **Section 3-1.0            Grievance Procedure**

A grievance shall be a claim, filed by an employee on his/her own behalf, or the Association (for alleged violations of Association rights) contending that the City has violated or misapplied an obligation expressed, referenced and/or written in the agreement.

The following matters are specifically excluded from consideration under the grievance and appeal procedure:

- A. Determination of contents of job classification.
- B. Determination of the procedures and standards for employment.
- C. Items subject to the meet and confer process.
- D. Matters subject to disciplinary proceedings
- E. The procedures set forth therein shall not apply in matters where other methods of dispute resolution have specifically been provided for in State or Federal Law, such as, but not limited to, appeal of Workers' Compensation claims; unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical disability, age, medical condition, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act or Title VII.
- F. Probationary employees rejected during probation shall have no right to appeal or grieve under this MOU.
- G. Items filed more than fourteen (14) calendar days following the event giving rise to the grievance or first knowledge of the grievance.

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. The grievant must bring the



grievance to the attention of his/her immediate supervisor within 14 days of the grievable event. Failure to do so will constitute a waiver of the grievance.

If, after such discussion, the grievant does not feel that the grievance has been satisfactorily resolved, the grievant shall have the right to discuss the matter with the supervisor's superior, if any within the departmental organization. Otherwise, the grievant shall have the right to discuss the matter with the department head.

If the grievant is not in agreement with the decision of the informal grievance procedure, the grievant shall have the right to present a formal grievance, in writing, to the department head. If such formal grievance has not been submitted within twelve (12) calendar days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion. The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within twelve (12) calendar days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Manager within twelve (12) calendar days. Failure of the grievant to take further action within twelve (12) calendar days after receipt of the decision of the department head will constitute withdrawal of the grievance.

Upon receipt of an appeal, the City Manager or designated representative shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render advice concerning the appeal. Within twelve (12) calendar days, the City Administer shall render a formal decision in writing to the grievant. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Council within twelve (12) calendar days.

Upon receipt of an appeal, the City Council shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. Within twelve (12) calendar days, the City Council shall render a formal decision in writing to the grievant.

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head.

### **Section 3-2.0            Discipline**

Disciplinary action may only be taken for just cause and should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of the same nature and of the time between occurrences, overall work record and treatment of other employees in similar circumstances. Prior to any disciplinary action as defined in Government Code Section 3303 against any regular employee pursuant to provisions of the Personnel Ordinance and Rules, to following procedure shall be complied with:

1.        Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods in which the employee may respond, and shall be signed by the appointing Authority.
2.        The employee shall be given an opportunity to review the documents or material upon which the proposed disciplinary action is based, and, if practicable, he/she shall be supplied with a copy of the documents or materials.
3.        Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option, to the appointing authority concerning the proposed action. The Personnel Officer may at his/her discretion extend such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.
4.        If the employee does not agree with the decision reached by the appointing authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.
5.        Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final.

6. Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the Personnel Officer may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken.

Throughout the above procedure, the employee may be represented.

## **Article V. Closing Provisions**

### **Section 4-1.0 Severability**

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of the Memorandum of Understanding shall remain in full force for the duration of the Memorandum. In the event of invalidation of any article or section the City and Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

### **Section 4-2.0 Term of Agreement**

The term of the Agreement shall be for the period commencing July 1, 2022 through June 30, 2024.

The City and Association agree to commence meeting in January 2024 for the purpose of negotiating a successor agreement.

The City will provide financial information prior to negotiations.

### **Section 4-3.0 Agreement Modification**

In the absence of an executed agreement for the period commencing July 1, 2024, the provisions of the agreement shall remain in effect unless amended in accordance with the provisions of Government Code Section 3500 et seq.

### **Section 4-4.0 Ratification and Implementation**

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City Council.

This agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that the changes enumerated herein relating to wages, hours,

fringe benefits and other terms and conditions of employment for unit employees represented by the Association.

Advanced notice shall be given to the Association on any amendments to the personnel rules or administrative procedures which affect wages, hours and other terms and conditions of employment, upon request, the City shall provide the opportunity to meet with the Association regarding these matters. As provided in Section 3500 et seq. of the Government Code, in cases of emergency, when the City Council determines that amendments to the personnel rules must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of the amendments. Amendments shall become effective upon adoption by the City Council.

Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative(s) of the Association.

DocuSigned by:  
*Trevor Franklin*  
21CF133AB59F42D...

Trevor Franklin, President  
Clearlake Police Officers' Assoc.

DocuSigned by:  
*Alan Flora*  
D49FC3C52345486...

Alan D. Flora  
City Manager

DocuSigned by:  
*Carl F. Carr, Jr.*  
471ECB80807F421...

Carl Carr, OE3 Representative

Executed On: 6/29/2022

**Exhibit A**

**Clearlake Police Officers Association Membership**

**Animal Control Officer**

**Community Service Officer**

**Code Enforcement Officer**

**Code Enforcement Officer, Senior**

**Dispatcher**

**Police Officer**

**Support Services (Evidence) Technician**

# CITY OF CLEARLAKE

City Council



<b>STAFF REPORT</b>	
<b>SUBJECT:</b> Approve the Cannabis Equity Program and Authorize the City Manager to Implement the Program	<b>MEETING DATE:</b> Dec. 8, 2022
<b>SUBMITTED BY:</b> Alan D. Flora, City Manager	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input checked="" 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 the Cannabis Equity Program Draft.

**BACKGROUND/DISCUSSION:**

In September 2020 the Clearlake Council approved by Resolution 2020-18 to allow HSU Sponsored Programs Foundation (HSU-SPF) on behalf of the California Center for Rural Policy to develop the Cannabis Equity Program. In December of 2021 the Council considered a draft but at time decided not to proceed with a Program at that time. The Cannabis Equity Program Draft has been completed and reviewed by city staff and stakeholders in the Cannabis Industry.

The City would receive funding to assist local applicants through the State as outlined in Senate Bill 1294, the California Cannabis Equity Act. This Act created a fund for local jurisdictions with cannabis equity programs to help local equity applicants and local equity licensees gain entry and successfully operate in the cannabis marketplace.

The Program was developed to help communities and populations adversely affected by poverty and the criminalization of cannabis have access to a legal and sustainable future in the cannabis industry. The eligibility criteria for the program include conviction history, family conviction history, low-income status, Clearlake residents, cannabis-related business ownership status, veteran status, size of the operation, and abatement experience. Eligible individuals would then benefit from specialized program access and services depending on their needs and availability of funds from grants or other sources.

**OPTIONS:**

1. Adopt Resolution 2022-74
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: A budget adjustment would be required if funding is allocated by the State.

**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:**

Adopt Resolution 2022-74.

- Attachments:**
  1. Resolution No. 2022-74
  2. Cannabis Local Equity Program Manual

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE APPROVING THE CANNABIS EQUITY MANUAL AND ADOPTION OF THE EQUITY PROGRAM.**

**WHEREAS**, the members of the California Legislature have recognized the need for cannabis equity grant funding;

**WHEREAS**, funding has been provided to the Governor’s Office of Business and Economic Development to provide grant funds to local governments pursuant to AB 97 (Stats. 2019, Ch. 40);

**WHEREAS**, there is a high barrier to entry into the legal cannabis industry in the State of California and local jurisdictions.

**WHEREAS**, there is a need to encourage entrepreneurship and equity in attaining cannabis licenses in the City of Clearlake; and

**WHEREAS**, past criminalization of cannabis has had an impact on City of Clearlake community and residents and there is a need for the creation of an equity program that provides assistance to qualifying local equity applicants; and

**WHEREAS**, an equity program in the City of Clearlake may provide an opportunity for applicants, residents and businesses to create a sustainable income contribute back to the community.

**WHEREAS**, the City of Clearlake was awarded grant funding from the Governor’s Office of Business and Economic Development to create an Equity Assessment, and

**WHEREAS**, the California Cannabis Equity Act (SB 1294) was enacted to ensure that persons most harmed by cannabis criminalization and poverty be offered assistance to enter into the multibillion dollar cannabis industry; and

**WHEREAS**, the City of Clearlake desires to use grant funds from the Governor’s Office of Business and Economic Development (GO-Biz) to assist local equity applicants and licensees through a new local equity program for commercial cannabis activities as described in the application for grant funds.

**NOW, THEREFORE BE IT RESOLVED** that the City Manager of the City of Clearlake is authorized to execute the Equity Program and move forward with the implementation of the program.

**IT IS AGREED**

I hereby certify that the foregoing is a true copy of the resolution adopted by the City of Clearlake City Council in a meeting thereof held on \_\_\_\_\_ by the following:

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



ATTEST: \_\_\_\_\_

Melissa Swanson - City Clerk

Dirk Slooten - Mayor



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**Section 1. Purpose**

In 2021 the City of Clearlake contracted with Humboldt State University’s California Center for Rural Policy (CCRP) to perform a comprehensive analysis of the impact of cannabis criminalization and poverty on the City of Clearlake. This analysis, known as the City of Clearlake Cannabis Equity Assessment (CEA) (2021) established that certain persons in the city have been substantially and adversely affected by poverty and the criminalization of cannabis.

Many rural communities in California have a history of entrenched local poverty and economic hardship. These communities were impacted significantly by the criminalization of cannabis. Targeted, data-driven, and well-funded equity programs can help communities and populations, especially ancillary cannabis businesses, into a legal and sustainable economic future.

The purpose of this manual is to describe the qualifications for and services to be provided by the City of Clearlake Cannabis Local Equity Program (LEP). The LEP is informed by findings in the CEA, which itself is a living document and subject to change. This manual for the LEP is therefore subject to updates and revisions in accordance with the CEA as approved by the Clearlake City Council.

**Section 2. Program Eligibility**

<b>Section 2: Program Eligibility</b>	
<b>Eligibility Criteria</b>	
Those who meet one or more of the below eligibility criteria shall become eligible for consideration for funding and services provided therefrom:	
Residency consideration	Any individual seeking support or services to aid in entering the cannabis industry in the City of Clearlake who has resided in Clearlake for at least two years between 2008-2016. The City reserves the right to make this a mandatory requirement.
Ownership consideration	Any individual seeking support or services to aid in entering the cannabis industry in the City of Clearlake who owns at least 51% of a cannabis-related business. This qualification will be considered only if at least one other eligibility criteria is met.
Veteran status	Any individual seeking support or services to aid in entering the cannabis industry in the City of Clearlake who can demonstrate veteran status.
Size of operation	Any individual seeking support or services to aid in entering the cannabis industry in the City of Clearlake that has “small scale” cultivation by Clearlake’s standards based on analysis of current application data. This qualification will be considered only if at least one other eligibility criteria is met.
Abatement Experience	Any individual seeking support or services to aid in entering the cannabis industry in the City of Clearlake with experience of “backyard cultivation” abatement on property for which they were a legal resident for under 50 plants in 2015-2017.
Conviction history	Any individual seeking support or services to aid in entering the cannabis industry in the City of Clearlake who was arrested and/or convicted of the sale, possession, use, manufacture, or cultivation of cannabis (including as a juvenile) or been subject to asset forfeiture between 1996 and 2016.
Family conviction	Any individual seeking support or services to aid in entering the cannabis industry in the City of Clearlake, with a parent, sibling, or child who was arrested for or convicted of the sale, possession, use, manufacture or cultivation of cannabis (including as a juvenile);
Low income status	Any individual seeking support or services to aid in entering the cannabis industry in the City of Clearlake whose household income is at or below the low income level based on the Department of Housing & Urban Development (HUD) income limits (ILs) for Lake County.



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In order to determine and categorize which individual applicants are most in need of support, a score will be determined for each equity applicant based on the number of eligibility criteria the applicant meets. Each qualification will have an assigned value that will be determined by how direct the impact was. This score will impact prioritization of services for equity applicants. The goal of the applicant scoring system is to ensure that those most impacted by cannabis criminalization and poverty have priority access to local equity program funding.

The City of Clearlake will determine the weighted scores and take into consideration the following applicant types when determining available services:

- Applicants that have already received their license
- Applicants that are facing barriers to entry in receiving their license
- Applicants that are not yet in the permitting process but are planning to start

**Section 3. Program Access**

To ensure that applicants who are eligible for the Clearlake Local Equity Program have adequate opportunity to benefit from the program, options to foster ongoing support may include:

<b>Section 3: Program Access</b>	
Prioritization	Consider a prioritized permit process for equity applicants.
Ratios	Consider mandating a requisite number/percentage of equity applicants during permitting.
Provisional Approval	Consider allowing for provisional approval of permits to allow equity applicants to overcome financial barriers. Provisional approval may provide potential investors with more certainty and willingness to provide capital investments.
Incubation Program	Consider a robust incubation program for equity applicants to learn from more experienced cannabis businesses.
Cooperative and/or Co-located Businesses	Consider facilitating cooperative or co-location arrangements given the scarcity of compliant real estate in the City of Clearlake.
Other	Other strategies up to the discretion of the City of Clearlake to incentivize.

The City of Clearlake will notify the community about the Local Equity Program through the following avenues:

- Information on the City of Clearlake’s website
- News releases and other media outreach
- Social media campaigns
- Local industry groups
- Through community partners selected by the City

The City of Clearlake may determine other avenues to ensure that the community is aware of the Local Equity Program and is able to access information about applying for funds.

The City would like to encourage existing cannabis businesses/operations to create space for new licenses.

**Section 4. Services**

Services to be provided by the City of Clearlake Cannabis Local Equity Program may include one or more of the services listed in the below tables. The availability and scope of services will depend on need and the availability of funds from grants or other sources.

The City of Clearlake intends to provide a majority of services via direct funding assistance to equity applicants and licensees to assist them in entering and succeeding in the legal cannabis industry. Wherever possible, the City of Clearlake will align services with funding requirements and recommendations from the State of California.

To address and mitigate financial barriers of entering the legal market, the following services will be offered:

<b>Section 4: Services</b>	
<b>1. Financial</b>	
1.	Direct payment of fees on the applicant’s behalf for Application Assistance Meetings of up to four hours with the City of Clearlake.
2.	Assistance with application fees for a Commercial Cannabis Cultivation application for a period not to exceed three (3) years.
3.	Assistance with fees for trainings and certifications required by law.
4.	Direct payment on the applicant’s behalf to agencies and/or professionals who offer cannabis business support including but not limited to business planning, loan application preparation, site location services, human resource management, legal assistance, capital procurement services, bookkeeping and accounting practices and systems, for Clearlake-based cannabis businesses.
5.	Loans or grants to incentivize businesses that mitigate adverse environmental effects of cannabis businesses.

6.	<p>Direct grants to applicants, not to exceed \$10,000.00 per grant, for purposes of assuring compliance with regulatory requirements of the City, County or California permits or licenses that mitigate adverse environmental effects of cannabis cultivation or other activities including, but not limited to:</p> <p>Water storage for irrigation during forbearance periods of surface water diversion required by state or local regulations;</p>
7.	<p>Installation of solar electrical systems to replace diesel or gasoline generator power for off-grid cannabis facilities where connecting to the grid is economically infeasible.</p> <p>Rent for said facilities where the above activity is occurring and when cultivation of cannabis activities are permitted by the owner.</p> <p>Funds to cover fire suppression and compliance, such as water tanks.</p>



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The following services are anticipated to address and mitigate administrative or technical barriers of entry into the legal cannabis market:

<b>Section 4: Services</b>	
<b>2. Administrative/Technical</b>	
1.	Direct payment on the applicant's behalf, fees to agencies and/or professionals who provide technical assistance for the formation of an incorporated cooperative comprised of members that are cannabis equity program applicants or licensees.
2.	Direct payment on the applicant's behalf, fees to agencies and/or professionals who offer Technical Assistance for the formation and administration of public and private road networks providing access to cannabis activity operations by eligible cannabis equity program applicants or licensees.
3.	Provide technical assistance to assist those with past cannabis convictions to get their records expunged, if not previously expunged.

These next services help equity applicants with establishing trust and confidence with participating in the legal cannabis market:

<b>Section 4: Services</b>	
<b>3. Distrust of Government</b>	
1.	Conduct outreach and education efforts in areas that were focused on by law enforcement for cannabis eradication and cannabis arrests; encourage those individuals to apply for licenses and enter the legal industry. An example of outreach may include hosting listening sessions.
2.	Create outreach materials that are clear, concise, and accessible to those with low literacy. Consider creating materials in multiple languages.

The last collection of services will be focused on assisting equity applicants with developing adequate business acumen for thriving in the legal cannabis market:

<b>Section 4: Services</b>	
<b>4. Business Acumen</b>	
1.	Direct payment on the applicant's behalf for fees related to employment skill training for equity participants and their employees in licensed cannabis operations in the City of Clearlake.
2.	Direct payment on the applicant's behalf for fees related to training/support for business owners to understand workforce rules and regulations (view section below).
3.	Direct payment on the applicant's behalf for fees associated with increasing the business acumen needed to act as an incubator for new cannabis-related businesses.



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**Section 5. Additional Services for Cannabis Businesses**

If it is determined that there is funding available and an existing need from equity applicants and equity licensees, the City of Clearlake may explore the following additional services for inclusion in the Local Equity Program.

Recommendations are divided into the following categories listed in priority order: Manufacturing/Productions, Agriculture/Cultivation, and Retail. The City hopes to partner with the local community college to connect equity applicants and licensees with training and education opportunities.

<b>Section 5: Additional Services</b>	
<b>1.Manufacturing/Production</b>	
1.	Access to business planning (business startup strategy: how to build and manage a detailed startup business plan that can scale up and include facilities, marketing, tax and regulation, payroll, human resources hiring and supervision, and teamwork).
2.	Access to incubator programs such as manufacturing hubs that can hire, cross train and job share positions between small entrepreneurs. Incubation hubs will provide (1) mentorship in business skills; (2) technical assistance; (3) a reporting system to monitor and ensure neither equity licensee nor business mistreat the other; and (4) a system that allows equity licensees and businesses to anonymously provide suggestions and complaints about the existing program.
3.	Training to learn how to use METRC, the state’s track and trace system used to track commercial cannabis activity and movement across the distribution chain.





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<b>Section 5: Additional Services</b>	
<b>2.Agriculture/Cultivation</b>	
1.	Access to business planning, low-cost loans or investment sources that can assist smaller, often multi-generational family farmers with the costs of legalization, so that income can be spent on hiring, training, growing wages and benefits of a variety of jobs—from farm management to bookkeeping.
2.	Support for reasonable regulations and zoning that promote and incentivize employers to build good business and workforce development practices.
3.	Access to standard human resource methods: hiring and orientation, training in proper and regulated land use for farm and field workers, hiring and supervision processes, setting job benchmarks and performance standards, evaluating performance for promotion or wage scale increases.
4.	Access to business and HR tools: developing HR manuals and procedures, how to frame up a request for a consultant scope, interview and select the right consultant or consultant firm, how to manage a consultant scope.
5.	Developing, securing, and increasing farm management skills in agricultural, biology, and land management.
6.	Access to agricultural extension services to help with the science of plant biology from a medicinal and commercial standpoint, and help feed local graduates in biology and environmental sciences into the industry—much like the timber industry has done.
7.	Training on Occupational Safety and Health Administration (OSHA) regulations and standards.

<b>Section 5: Additional Services</b>	
<b>3. Retail</b>	
1.	Access to comprehensive business and marketing strategies that connect cannabis retail to tourism, related workforce development (hiring, training, presentation, customer service, job readiness, and supervisory skills).
2.	Access, training, or mentorship in general business supervisory, customer service, workplace norms, and software skills.
3.	Evaluate the specific need and content for a program that certifies front line positions (bud tending, security, track and trace, manufacturing, and packaging personnel).

Please note that the some of the services listed in this section are sourced from the June 2018 *Workforce Report: Humboldt County’s New Cannabis Landscape* authored by Deborah Claesgens & Michael Kraft on behalf of the Humboldt County Workforce Development Board.



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**Section 6. Program Administration**

The City of Clearlake intends to seek available funding from the State of California for the Local Equity Program as is outlined in Senate Bill 1294 (Bradford), referred to as the California Cannabis Equity Act. SB 1294 created a fund for local jurisdictions with cannabis equity programs to apply for funding to assist local equity applicants and local equity licensees gain entry to and successfully operate in the state’s regulated cannabis marketplace.

If funding is received from the State, the Clearlake City Council will explore local funding that can supplement these efforts. The use of local funding for the Local Equity Program will remain at the discretion of the city.

<b>Section 6: Program Administration</b>	
1.	No more than ten percent (10%) of any funding from the California Governor’s Office of Business and Economic Development (GO-Biz) Local Equity Program Grant Funds may be utilized for program administration.
2.	Principal administration and coordination of services shall be performed by the City of Clearlake Planning Department or other designated entity determined by the City Council.
3.	The City of Clearlake Planning Department or other designated entity determined by the City Council shall receive and process all applications to determine eligibility of equity program participants.
4.	The City of Clearlake Planning Department or other designated entity determined by the City Council shall monitor and report on all program services provided through the LEP, at least annually and more frequently as directed by the City Council, state law, or regulation.



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**Section 7. Provision of Services**

Staff in the Clearlake Planning Department serve as the liaison between equity licensees who receive grant funding and the selected agency that provides an eligible service.

<b>Section 7: Provision of Services</b>	
<b>Involved agencies may include but are not limited to:</b>	
1.	Small business development organizations
2.	Planning and Building & Safety Divisions
3.	Department of Health & Human Services
4.	Workforce development agencies
5.	Banking and financial institutions
6.	Commercial real estate brokerages and associations
7.	Police department
8.	Fire department
9.	Legal services
10.	Childcare providers

**Section 8. Program Monitoring and Evaluation**

For the purposes of understanding the impacts of the adult-use cannabis industry, the City of Clearlake will seek to track data on general and equity applicants. The purpose of collecting data on an ongoing basis is to measure the success of the local equity program.

Completion of an annual demographic questionnaire will be voluntary and will be aligned with the demographic questionnaire developed by the State of California. Applicants and licensees will be encouraged to participate so that the City of Clearlake can assure that equity funding is being awarded to populations of highest need. Recommended metrics are as follows and conform to the city’s discretion:

<b>Section 8: Program Monitoring and Evaluation</b>	
<b>Recommended Metrics</b>	
Number of equity applicants to apply	<ol style="list-style-type: none"> <li>1. Types of drug-related offenses</li> <li>2. Income status</li> <li>3. Race Ethnicity</li> <li>4. Gender</li> <li>5. Sexual Identity</li> <li>6. Residency Status</li> <li>7. Ownership Structure</li> </ol>
Workforce characteristics	<ol style="list-style-type: none"> <li>1. Total number of employees</li> <li>2. Number of local employees</li> <li>8. Employment status (full-time, part-time, etc.)</li> </ol>
Equity program-specific data	<ol style="list-style-type: none"> <li>1. Number of applicants eligible for equity program</li> <li>2. Number and types of services provided to equity applicants</li> <li>3. Number of equity program applicants to receive licenses.</li> <li>4. Number of equity program applicants starting ancillary businesses</li> <li>3. Feedback from participants to understand the impact of receiving funds on their socioeconomic status or ability to stay in Clearlake</li> </ol>

The City of Clearlake will address feedback from communities and populations eligible for the Local Equity Program in the following ways:

- Written e-comment.
- Opportunities to speak with the planning commission.
- Listening sessions.
- Surveys.

# CITY OF CLEARLAKE

City Council



<b>STAFF REPORT</b>	
<b>SUBJECT:</b> Consideration of Resolution Supporting the Application of Chelsea Investment for the Local Government Matching Grant (LGMG) Program for Development of Affordable Housing at 15837 18 <sup>th</sup> Avenue, Clearlake	<b>MEETING DATE:</b> Dec. 8, 2022
<b>SUBMITTED BY:</b> Alan D. Flora, City Manager	
<b>PURPOSE OF REPORT:</b> <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 adopt Resolution 2022-73 Supporting Chelsea Investment’s application for Local Government Matching Grant funds.

**BACKGROUND/ DISCUSSION:**

Chelsea Investments was selected as the developer of affordable housing on formerly County-owned property (15837 18<sup>th</sup> Avenue, Clearlake) by the State of California. They have plans to develop 80-units of housing on the site. They are completing their financing package and have applied for City funds available through the 2018 CDBG-DR-MHP program. The funding available still creates a deficit in the project. In early May the state released a new funding program focused on projects falling under the Governor’s Executive Order N-06-19, as this one is. The CDBG-DR funds would be treated as match under the LGMG program and would fill the required gap to fund the project.

In May of 2022 the Council adopted Resolution 2022-25 for the same purpose. This updated resolution, as requested by HCD, includes changes as well as additional funding available from the Permanent Local Housing Allocation (PLHA).

**OPTIONS:**

1. Adopt Resolution 2022-73 and Authorize the Mayor to sign.
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:

Comments: CDBG DR Funds and PLHA Grant Funds

**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:**

**Attachment:**

1. **Resolution 2022-73**

**RESOLUTION NO. 2022-73**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF CLEARLAKE  
SUPPORTING THE APPLICATION OF CHELSEA INVESTMENTS FOR THE LOCAL  
GOVERNMENT MATCHING GRANTS PROGRAM; APPROVING CLEARLAKE APARTMENTS  
BUDGET FOR THE LOCAL GOVERNMENT MATCHING GRANTS PROGRAM**

**WHEREAS:**

- A. On January 15, 2019, Governor Gavin Newsom signed Executive Order No. N-06-19, which allows the production of Affordable housing on state-owned Excess Sites (“**Excess Sites**”). The Executive Order authorizes the Department of General Services (“**DGS**”) and the Department of Housing and Community Development (“**Department**”) to identify and prioritize Excess Sites for sustainable, cost-effective, and innovative multi-family Affordable housing projects.
- B. On April 30, 2021 **DGS and the Department selected Chelsea Investment** to develop Affordable housing at 15837 18<sup>th</sup> Avenue, Clearlake (APN 010-043-01) (“**selected project**”) pursuant to Executive Order No. N-06-19.
- C. Chapter 111, Statutes of 2021 (Assembly Bill (AB) 140) makes several statutory changes for the purpose of implementing the housing and homelessness provisions of the Budget Act of 2021, which establishes the Excess Sites Local Government Matching Grants (“**LGMG**”) Program (hereafter, “**Program**”) to be administered by the Department.
- D. The Program was allocated up to \$13 million to provide funds for Predevelopment and Development Costs to selected projects that receive a financial contribution from a Local Government, as defined pursuant to Health and Safety Code section 50704.80(b). Funding for the Program is made available pursuant to Health and Safety Code section 50704.81(a)(2).
- E. The Department has issued a Notice of Funding Availability (“**NOFA**”), dated November 15, 2022, for the Program pursuant to Health and Safety Code section 50704.83(f).
- F. The Program requires contribution from City of Clearlake for CIC Clearlake LP (“**Applicant**”) to apply for Program funds pursuant to Health and Safety Code section 50704.82. Towards that end, Applicant is submitting an Application for Program funds (“**Application**”) to the Department for review and consideration.

- G. The Program requires a resolution from City of Clearlake pursuant to Health and Safety Code section 50704.82(b)(1)(A) approving the budget, including all sources, and demonstrating the amount of Local Government Contribution to the Applicant for Predevelopment and Development Costs for CIC Clearlake LP, and the requested amount from the Program.

**THEREFORE, IT IS RESOLVED THAT:**

1. The City of Clearlake supports CIC Clearlake LP submitting an Application to the Department to receive Program funds for the Local Matching Grant Program to develop Affordable housing on the state-owned Excess Site.
2. The City of Clearlake is authorized to submit the approved Project Budget (“**Attachment 1**”) and Anticipated and Committed Project Sources (“**Attachment 2**”) to the Applicant to include in their Application. Attachment 1 and Attachment 2 demonstrate the requested amount from the Program, \$3,809,000 that will be allocated to the Applicant, and all other sources for Predevelopment and Development Costs associated with the development of Affordable housing on the state-owned Excess Site.

Attachment 1: Budget

Attachment 2: Anticipated and Committed Project Sources



PASSED AND ADOPTED at a regular meeting of the City Council of the City of Clearlake held on December 8, 2022, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

**STATE OF CALIFORNIA**

City of Clearlake

I, Melissa Swanson, City Clerk of the City of Clearlake, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 8<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Melissa Swanson, City Clerk  
of the City of Clearlake, State of California

By: \_\_\_\_\_



**ATTACHMENTS**

**Attachment 1: Project Budget**

**Attachment 2: Anticipated and Committed Project Sources**



**Attachments**

**Attachment 1: Project Budget (from Program Application)**

<b>Development Budget</b>	<b>11/9/2022 v1</b>
	<b>Total Project Costs</b>
<b>LAND COST/ACQUISITION</b>	
Land Cost or Value	\$1,200,000
Demolition	
Legal	\$10,000
Land Lease Rent Prepayment	
<b>Total Land Cost or Value</b>	\$1,210,000
Existing Improvements Cost or Value	
Off-Site Improvements	
<b>Total Acquisition Cost</b>	\$0
<b>Total Land Cost / Acquisition Cost</b>	\$1,210,000
Predevelopment Interest/Holding Cost	
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	
Excess Purchase Price Over Appraisal	
<b>REHABILITATION</b>	
Site Work	
Structures	
General Requirements	
Contractor Overhead	
Contractor Profit	
Prevailing Wages	
General Liability Insurance	
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
<b>Total Rehabilitation Costs</b>	\$0
<b>Total Relocation Expenses</b>	
<b>NEW CONSTRUCTION</b>	
Site Work	\$6,382,869
Structures	\$24,283,387
General Requirements	\$1,246,650
Contractor Overhead	\$839,988
Contractor Profit	\$2,181,638
Prevailing Wages	
General Liability Insurance	
Other: (Specify)	



### Attachments

Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
<b>Total New Construction Costs</b>	\$34,934,532
<b>ARCHITECTURAL FEES</b>	
Design	\$644,000
Supervision	
<b>Total Architectural Costs</b>	\$644,000
<b>Total Survey &amp; Engineering</b>	\$714,886
<b>CONSTRUCTION INTEREST &amp; FEES</b>	
Construction Loan Interest	\$2,101,442
Origination Fee	\$313,350
Credit Enhancement/Application Fee	
Bond Premium	
Cost of Issuance	
Title & Recording	\$30,000
Taxes	
Insurance	\$100,000
Other: Lender reports/inspections	\$39,750
Other: (Specify)	
Other: (Specify)	
<b>Total Construction Interest &amp; Fees</b>	\$2,584,541
<b>PERMANENT FINANCING</b>	
Loan Origination Fee	\$4,000
Credit Enhancement/Application Fee	
Title & Recording	\$5,000
Taxes	
Insurance	
Other: (Specify)	
Other: (Specify)	
<b>Total Permanent Financing Costs</b>	\$9,000
<b>Subtotals Forward</b>	<b>\$40,096,960</b>
<b>LEGAL FEES</b>	
Legal Paid by Applicant	\$130,000
Other: (Specify)	
<b>Total Attorney Costs</b>	\$130,000
<b>RESERVES</b>	
Operating Reserve	\$144,348
Replacement Reserve	
Transition Reserve	
Rent Reserve	
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	



## Attachments

<b>Total Reserve Costs</b>	\$144,348
<b>CONTINGENCY COSTS</b>	
Construction Hard Cost Contingency	\$1,776,477
Soft Cost Contingency	\$439,755
<b>Total Contingency Costs</b>	\$2,216,231
<b>OTHER PROJECT COSTS</b>	
TCAC App/Allocation/Monitoring Fees	\$121,918
Environmental Audit	
Local Development Impact Fees	\$1,765,050
Permit Processing Fees	\$226,160
Capital Fees	
Marketing	\$65,000
Furnishings	\$25,000
Market Study	\$7,500
Accounting/Reimbursable	\$115,000
Appraisal Costs	\$4,500
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
<b>Total Other Costs</b>	\$2,330,128
<b>SUBTOTAL PROJECT COST</b>	<b>\$44,917,668</b>
<b>DEVELOPER COSTS</b>	
Developer Overhead/Profit	\$2,200,000
Consultant/Processing Agent	
Project Administration	
Broker Fees Paid to a Related Party	
Construction Oversight by Developer	
Other: (Specify)	
<b>Total Developer Costs</b>	<b>\$2,200,000</b>
<b>TOTAL PROJECT COST</b>	<b>\$47,117,668</b>



**Attachments**

**Attachment 2: Anticipated and Committed Project Sources**

<b>Committed Project Sources</b>	
Bank Perm Loan	\$400,000
CDBG-DR*	\$3,500,000
PLHA*	\$309,000
Land Value	\$1,200,000
<b>Anticipated Project Sources</b>	
HCD IIG	\$3,925,000
HCD MHP	\$14,720,477
HCD LGMG	\$3,809,000
*Local sources eligible for match	
<b>General Partner Equity</b>	
<b>Tax Credit Equity</b>	\$19,254,190
<b>Deferred Developer Fee</b>	
<b>Total Sources</b>	<b>\$47,117,668</b>

# CITY OF CLEARLAKE

City Council



<b>STAFF REPORT</b>	
<b>SUBJECT:</b> Consideration of Acceptance of the November 2022 Election Results; Resolution No. 2022-75	<b>MEETING DATE:</b> December 8, 2022
<b>SUBMITTED BY:</b> Melissa Swanson, Administrative Services Director/City Clerk	
<b>PURPOSE OF REPORT:</b> <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 Resolution No. 2022-75 declaring the results of the November 8<sup>th</sup>, 2022 General Municipal Election and authorize the City Clerk to administer the Oath of Office to Dirk C. Slooten and Russell Cremer.

**BACKGROUND/DISCUSSION:**

The City of Clearlake’s 2022 General Municipal Election for two City Council seats and City Treasurer was held on November 8<sup>th</sup>. The City consolidated the election with the County and authorized the Registrar of Voters to administer the election and conduct the official canvass. The final official canvass is attached.

There are 6,981 registered Clearlake voters, with 2,784 (39.88%) ballots cast in the November 8<sup>th</sup> election, compared to 7,025 registered voters and 4,794 (68.24%) ballots cast in the November 3<sup>rd</sup>, 2020 election.

The canvass of votes for Council Member is as follows:

Choice	Vote By Mail		Election Day Voting		Total	
RUSSELL CREMER	1,394	51.34%	210	51.98%	1,604	51.43%
DIRK C. SLOOTEN	1,321	48.66%	194	48.02%	1,515	48.57%
Cast Votes:	2,715	100.00%	404	100.00%	3,119	100.00%
Undervotes:	1,931		397		2,328	
Overvotes:	0		1		1	
Unqualified Write-ins:	98		29		127	

As stated in prior reports to Council, there was no qualified City Treasurer candidate.

**OPTIONS:**





**RESOLUTION NO. 2022-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE RECITING THE FACTS OF THE  
GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, DECLARING THE RESULTS  
AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

WHEREAS, the General Municipal Election was held and conducted in the City of Clearlake, California, on Tuesday, November 8, 2022 as required by law; and

WHEREAS, the Notice of Election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and votes were cast, received, and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Registrar of Voters canvassed the returns of the elections and has certified the results to this City Council, the results are received, attached hereto as Exhibit "A" and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the names of persons voted for at the election for the Members of the City Council for a full term of four years are as follows: Dirk C. Slooten and Russell Cremer.

BE IT FURTHER RESOLVED AND ORDERED that the City Council of the City of Clearlake does declare and determine that: Dirk C. Slooten was elected as a Member of the City Council for a full term of four years and that Russell Cremer was elected as a Member of the City Council for a full term of four years, and that the office of City Treasurer had no qualified candidates.

BE IT FURTHER RESOLVED AND ORDERED that the City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of votes cast in the City; (2) the names of the person voted for; (3) for what office each person was voted for; (4) the number of votes given at each precinct for each person; and (5) the total number of votes given to each person.

BE IT FURTHER RESOLVED AND ORDERED that the Registrar of Voters has immediately made available and the City Clerk shall immediately deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED on December 8, 2022 by the following vote:

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

\_\_\_\_\_  
Mayor, City of Clearlake

ATTEST:

\_\_\_\_\_  
City Clerk, City of Clearlake

**CERTIFICATION OF  
COUNTY CLERK/REGISTRAR OF VOTERS OF THE  
RESULTS OF THE CANVASS  
OF THE NOVEMBER 8, 2022, GENERAL ELECTION**

STATE OF CALIFORNIA  
COUNTY OF LAKE } ss.

I, Maria Valadez, ~~County Clerk~~/Registrar of Voters of County of Lake, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 8, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 8th day of December, 2022, at the County of Lake



Maria Valadez  
\_\_\_\_\_  
~~County Clerk~~/Registrar of Voters  
County of Lake  
State of California

Canvass Certification of Elections Official  
(11/2022)

## Final Cumulative Results

## County of Lake, California

Section F, Item 6.

Official Results

November 8, 2022 General Election

20362 of 37165 = 54.79%

Precincts Reporting

80 of 80 = 100.00%

Run Time 10:57 AM

11/8/2022

Run Date 12/08/2022

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### GOVERNOR - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
GAVIN NEWSOM		8,965	50.54%	806	33.68%	9,771	48.54%
BRIAN DAHLE		8,773	49.46%	1,587	66.32%	10,360	51.46%
Cast Votes:		17,738	100.00%	2,393	100.00%	20,131	100.00%
Undervotes:		204		22		226	
Overvotes:		4		1		5	
Unqualified Write-ins:		0		0		0	

### LIEUTENANT GOVERNOR - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
ELENI KOUNALAKIS		9,226	52.48%	815	34.40%	10,041	50.34%
ANGELA E. UNDERWOOD JACOBS		8,353	47.52%	1,554	65.60%	9,907	49.66%
Cast Votes:		17,579	100.00%	2,369	100.00%	19,948	100.00%
Undervotes:		366		46		412	
Overvotes:		1		1		2	
Unqualified Write-ins:		0		0		0	

### SECRETARY OF STATE - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
SHIRLEY N. WEBER		9,263	52.68%	823	34.76%	10,086	50.55%
ROB BERNOSKY		8,321	47.32%	1,545	65.24%	9,866	49.45%
Cast Votes:		17,584	100.00%	2,368	100.00%	19,952	100.00%
Undervotes:		360		48		408	
Overvotes:		2		0		2	
Unqualified Write-ins:		0		0		0	

# Final Cumulative Results

# County of Lake, California

Section F, Item 6.

Official Results

November 8, 2022 General Election

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11/8/2022

Run Date 12/08/2022

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## CONTROLLER - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
LANHEE J. CHEN		8,578	48.94%	1,573	66.68%	10,151	51.05%
MALIA M. COHEN		8,949	51.06%	786	33.32%	9,735	48.95%
Cast Votes:		17,527	100.00%	2,359	100.00%	19,886	100.00%
Undervotes:		412		56		468	
Overvotes:		7		1		8	
Unqualified Write-ins:		0		0		0	

## TREASURER - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
JACK M. GUERRERO		8,395	48.07%	1,558	65.99%	9,953	50.20%
FIONA MA		9,069	51.93%	803	34.01%	9,872	49.80%
Cast Votes:		17,464	100.00%	2,361	100.00%	19,825	100.00%
Undervotes:		479		55		534	
Overvotes:		3		0		3	
Unqualified Write-ins:		0		0		0	

## ATTORNEY GENERAL - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
NATHAN HOCHMAN		8,344	47.74%	1,539	65.16%	9,883	49.82%
ROB BONTA		9,133	52.26%	823	34.84%	9,956	50.18%
Cast Votes:		17,477	100.00%	2,362	100.00%	19,839	100.00%
Undervotes:		468		54		522	
Overvotes:		1		0		1	
Unqualified Write-ins:		0		0		0	

## Final Cumulative Results

## County of Lake, California

Section F, Item 6.

Official Results

November 8, 2022 General Election

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### INSURANCE COMMISSIONER - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
RICARDO LARA		9,239	53.00%	825	35.18%	10,064	50.89%
ROBERT HOWELL		8,192	47.00%	1,520	64.82%	9,712	49.11%
Cast Votes:		17,431	100.00%	2,345	100.00%	19,776	100.00%
Undervotes:		513		71		584	
Overvotes:		2		0		2	
Unqualified Write-ins:		0		0		0	

### MEMBER, STATE BOARD OF EQUALIZATION 2ND DISTRICT - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
SALLY J. LIEBER		9,130	52.47%	828	35.37%	9,958	50.44%
PETER COE VERBICA		8,272	47.53%	1,513	64.63%	9,785	49.56%
Cast Votes:		17,402	100.00%	2,341	100.00%	19,743	100.00%
Undervotes:		543		75		618	
Overvotes:		1		0		1	
Unqualified Write-ins:		0		0		0	

### UNITED STATES SENATOR FULL TERM - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
MARK P. MEUSER		8,226	46.89%	1,543	65.30%	9,769	49.07%
ALEX PADILLA		9,318	53.11%	820	34.70%	10,138	50.93%
Cast Votes:		17,544	100.00%	2,363	100.00%	19,907	100.00%
Undervotes:		389		50		439	
Overvotes:		13		3		16	
Unqualified Write-ins:		0		0		0	

## Final Cumulative Results

## County of Lake, California

Section F, Item 6.

Official Results

November 8, 2022 General Election

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Precincts Reporting

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### UNITED STATES SENATOR PARTIAL/UNEXPIRED TERM - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
MARK P. MEUSER		8,173	46.74%	1,517	64.64%	9,690	48.86%
ALEX PADILLA		9,312	53.26%	830	35.36%	10,142	51.14%
Cast Votes:		17,485	100.00%	2,347	100.00%	19,832	100.00%
Undervotes:		458		69		527	
Overvotes:		3		0		3	
Unqualified Write-ins:		0		0		0	

### UNITED STATES REPRESENTATIVE 4TH DISTRICT - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
MIKE THOMPSON		10,165	57.61%	910	38.49%	11,075	55.35%
MATT BROCK		7,481	42.39%	1,454	61.51%	8,935	44.65%
Cast Votes:		17,646	100.00%	2,364	100.00%	20,010	100.00%
Undervotes:		297		51		348	
Overvotes:		3		1		4	
Unqualified Write-ins:		0		0		0	

### STATE SENATOR 2ND DISTRICT - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
MIKE MCGUIRE		9,801	56.13%	894	38.06%	10,695	53.99%
GENE YOON		7,661	43.87%	1,455	61.94%	9,116	46.01%
Cast Votes:		17,462	100.00%	2,349	100.00%	19,811	100.00%
Undervotes:		483		67		550	
Overvotes:		1		0		1	
Unqualified Write-ins:		0		0		0	

**Final Cumulative Results**

**County of Lake, California**

Section F, Item 6.

Official Results

November 8, 2022 General Election

20362 of 37165 = 54.79%

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**Precincts Reporting**

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80 of 80 = 100.00%

**MEMBER OF THE STATE ASSEMBLY 4TH DISTRICT - Vote for One**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
CECILIA AGUIAR-CURRY		9,444	54.29%	851	36.43%	10,295	52.17%
BRYAN PRITCHARD		7,953	45.71%	1,485	63.57%	9,438	47.83%
Cast Votes:		17,397	100.00%	2,336	100.00%	19,733	100.00%
Undervotes:		547		80		627	
Overvotes:		2		0		2	
Unqualified Write-ins:		0		0		0	

**Patricia Guerrero for Chief Justice of California**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		8,898	62.84%	957	49.51%	9,855	61.24%
NO		5,262	37.16%	976	50.49%	6,238	38.76%
Cast Votes:		14,160	100.00%	1,933	100.00%	16,093	100.00%
Undervotes:		3,781		482		4,263	
Overvotes:		5		1		6	
Unqualified Write-ins:		0		0		0	

**Goodwin Liu for Associate Justice of the Supreme Court**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		8,456	61.20%	869	46.25%	9,325	59.41%
NO		5,362	38.80%	1,010	53.75%	6,372	40.59%
Cast Votes:		13,818	100.00%	1,879	100.00%	15,697	100.00%
Undervotes:		4,124		536		4,660	
Overvotes:		4		1		5	
Unqualified Write-ins:		0		0		0	



**Final Cumulative Results**

**County of Lake, California**

Section F, Item 6.

Official Results

November 8, 2022 General Election

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**Precincts Reporting**

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Run Date 12/08/2022

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**Martin J. Jenkins for Associate Justice of the Supreme Court**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		8,429	61.76%	915	49.38%	9,344	60.28%
NO		5,219	38.24%	938	50.62%	6,157	39.72%
Cast Votes:		13,648	100.00%	1,853	100.00%	15,501	100.00%
Undervotes:		4,291		562		4,853	
Overvotes:		7		1		8	
Unqualified Write-ins:		0		0		0	

**Joshua P. Groban for Associate Justice of the Supreme Court**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		8,208	60.45%	857	46.37%	9,065	58.76%
NO		5,370	39.55%	991	53.63%	6,361	41.24%
Cast Votes:		13,578	100.00%	1,848	100.00%	15,426	100.00%
Undervotes:		4,361		567		4,928	
Overvotes:		7		1		8	
Unqualified Write-ins:		0		0		0	

**Therese M. Stewart for Associate Justice, Court of Appeal, First District, Division Two**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		8,339	62.60%	910	50.06%	9,249	61.09%
NO		4,982	37.40%	908	49.94%	5,890	38.91%
Cast Votes:		13,321	100.00%	1,818	100.00%	15,139	100.00%
Undervotes:		4,618		596		5,214	
Overvotes:		7		2		9	
Unqualified Write-ins:		0		0		0	

**Final Cumulative Results**

**County of Lake, California**

Section F, Item 6.

Official Results

November 8, 2022 General Election

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Run Date 12/08/2022

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**Alison M. Tucher for Presiding Justice, Court of Appeal, First District, Division Three**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		8,302	62.66%	865	47.92%	9,167	60.89%
NO		4,948	37.34%	940	52.08%	5,888	39.11%
Cast Votes:		13,250	100.00%	1,805	100.00%	15,055	100.00%
Undervotes:		4,692		609		5,301	
Overvotes:		4		2		6	
Unqualified Write-ins:		0		0		0	

**Victor A. Rodriguez for Associate Justice, Court of Appeal, First District, Division Three**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		7,879	59.89%	850	47.30%	8,729	58.38%
NO		5,277	40.11%	947	52.70%	6,224	41.62%
Cast Votes:		13,156	100.00%	1,797	100.00%	14,953	100.00%
Undervotes:		4,787		617		5,404	
Overvotes:		3		2		5	
Unqualified Write-ins:		0		0		0	

**Ioana Petrou for Associate Justice, Court of Appeal, First District, Division Three**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		7,939	60.39%	801	44.80%	8,740	58.52%
NO		5,207	39.61%	987	55.20%	6,194	41.48%
Cast Votes:		13,146	100.00%	1,788	100.00%	14,934	100.00%
Undervotes:		4,795		626		5,421	
Overvotes:		5		2		7	
Unqualified Write-ins:		0		0		0	

## Final Cumulative Results

## County of Lake, California

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### Carin T. Fujisaki for Associate Justice, Court of Appeal, First District, Division Three

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		7,933	60.34%	805	44.95%	8,738	58.49%
NO		5,215	39.66%	986	55.05%	6,201	41.51%
Cast Votes:		13,148	100.00%	1,791	100.00%	14,939	100.00%
Undervotes:		4,792		624		5,416	
Overvotes:		6		1		7	
Unqualified Write-ins:		0		0		0	

### Tracie L. Brown for Associate Justice, Court of Appeal, First District, Division Four

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		8,363	63.53%	905	50.50%	9,268	61.97%
NO		4,801	36.47%	887	49.50%	5,688	38.03%
Cast Votes:		13,164	100.00%	1,792	100.00%	14,956	100.00%
Undervotes:		4,772		623		5,395	
Overvotes:		10		1		11	
Unqualified Write-ins:		0		0		0	

### Jeremy M. Goldman for Associate Justice, Court of Appeal, First District, Division Four

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		7,804	59.75%	849	47.75%	8,653	58.31%
NO		5,257	40.25%	929	52.25%	6,186	41.69%
Cast Votes:		13,061	100.00%	1,778	100.00%	14,839	100.00%
Undervotes:		4,881		637		5,518	
Overvotes:		4		1		5	
Unqualified Write-ins:		0		0		0	

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80 of 80 = 100.00%

**Teri L. Jackson for Presiding Justice, Court of Appeal, First District, Division Five**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		8,196	62.58%	867	48.52%	9,063	60.89%
NO		4,901	37.42%	920	51.48%	5,821	39.11%
Cast Votes:		13,097	100.00%	1,787	100.00%	14,884	100.00%
Undervotes:		4,840		628		5,468	
Overvotes:		9		1		10	
Unqualified Write-ins:		0		0		0	

**Gordon B. Burns for Associate Justice, Court of Appeal, First District, Division Five**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		7,927	61.05%	848	48.05%	8,775	59.50%
NO		5,057	38.95%	917	51.95%	5,974	40.50%
Cast Votes:		12,984	100.00%	1,765	100.00%	14,749	100.00%
Undervotes:		4,958		649		5,607	
Overvotes:		4		2		6	
Unqualified Write-ins:		0		0		0	

**SUPERINTENDENT OF PUBLIC INSTRUCTION - Vote for One**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
TONY K. THURMOND		8,938	60.87%	941	50.81%	9,879	59.75%
LANCE RAY CHRISTENSEN		5,745	39.13%	911	49.19%	6,656	40.25%
Cast Votes:		14,683	100.00%	1,852	100.00%	16,535	100.00%
Undervotes:		3,059		511		3,570	
Overvotes:		15		2		17	
Unqualified Write-ins:		189		51		240	

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**LAKE COUNTY BOARD OF EDUCATION Trustee Area #4 Governing Board Member - Vote for One**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
16	16	100.00%	4,589	7,602	60.37%

Choice	Party	Vote by Mail		Election Day Voting		Total	
NANCY MARILYN HUDSON		2,419	74.32%	270	66.50%	2,689	73.45%
JEFFREY LYON		836	25.68%	136	33.50%	972	26.55%
Cast Votes:		3,255	100.00%	406	100.00%	3,661	100.00%
Undervotes:		780		100		880	
Overvotes:		2		0		2	
Unqualified Write-ins:		39		7		46	

**YUBA COMMUNITY COLLEGE DISTRICT TRUSTEE AREA #7 Governing Board Member 2-Year Unexpired Term - Vote for One**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
41	41	100.00%	9,141	17,795	51.37%

Choice	Party	Vote by Mail		Election Day Voting		Total	
JEFFREY DRYDEN		2,694	43.26%	431	51.80%	3,125	44.26%
DOUGLAS M. HARRIS		3,534	56.74%	401	48.20%	3,935	55.74%
Cast Votes:		6,228	100.00%	832	100.00%	7,060	100.00%
Undervotes:		1,711		282		1,993	
Overvotes:		2		1		3	
Unqualified Write-ins:		64		21		85	

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**KELSEYVILLE UNIFIED SCHOOL DISTRICT Governing Board Member - Vote for no more than Two**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
16	16	100.00%	4,559	7,827	58.25%

Choice	Party	Vote by Mail		Election Day Voting		Total	
JANET RYKERT		1,592	27.16%	209	31.52%	1,801	27.61%
ALLISON PANELLA		2,371	40.45%	263	39.67%	2,634	40.37%
RICK WINER		1,898	32.38%	191	28.81%	2,089	32.02%
Cast Votes:		5,861	100.00%	663	100.00%	6,524	100.00%
Undervotes:		2,178		350		2,528	
Overvotes:		4		1		5	
Unqualified Write-ins:		51		5		56	

**KONOCTI UNIFIED SCHOOL DISTRICT Governing Board Member - Vote for no more than Three**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
30	30	100.00%	5,469	11,574	47.25%

Choice	Party	Vote by Mail		Election Day Voting		Total	
BILL DIENER		2,333	25.36%	273	23.86%	2,606	25.20%
MARTY AARREBERG		1,802	19.59%	206	18.01%	2,008	19.41%
PAMELA BENING-HALE		1,811	19.69%	227	19.84%	2,038	19.70%
JOAN SHELLEY MINGORI		1,749	19.01%	195	17.05%	1,944	18.80%
JENNIFER HUGHES		1,504	16.35%	243	21.24%	1,747	16.89%
Cast Votes:		9,199	100.00%	1,144	100.00%	10,343	100.00%
Undervotes:		5,104		844		5,948	
Overvotes:		11		2		13	
Unqualified Write-ins:		70		19		89	

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**MIDDLETOWN UNIFIED SCHOOL DISTRICT Governing Board Member Full Term - Vote for no more than Three**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
13	13	100.00%	3,672	6,221	59.03%

Choice	Party	Vote by Mail		Election Day Voting		Total	
EILEEN ANDERSON		1,045	18.77%	194	27.91%	1,239	19.79%
ALLISON BERLOGAR		1,275	22.91%	144	20.72%	1,419	22.66%
CHRIS OCHS		1,623	29.16%	191	27.48%	1,814	28.97%
ANNETTE LEE		1,623	29.16%	166	23.88%	1,789	28.57%
Cast Votes:		5,566	100.00%	695	100.00%	6,261	100.00%
Undervotes:		3,954		679		4,633	
Overvotes:		2		1		3	
Unqualified Write-ins:		95		18		113	

**MIDDLETOWN UNIFIED SCHOOL DISTRICT Governing Board Member 2-Year Unexpired Term - Vote for One**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
13	13	100.00%	3,672	6,221	59.03%

Choice	Party	Vote by Mail		Election Day Voting		Total	
LARRY ALLEN		1,724	60.11%	182	44.39%	1,906	58.15%
HANK LESCHER		1,144	39.89%	228	55.61%	1,372	41.85%
Cast Votes:		2,868	100.00%	410	100.00%	3,278	100.00%
Undervotes:		324		54		378	
Overvotes:		2		1		3	
Unqualified Write-ins:		13		0		13	

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**CITY OF CLEARLAKE Member, City Council - Vote for no more than Two**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	2,784	6,981	39.88%

Choice	Party	Vote by Mail		Election Day Voting		Total	
RUSSELL CREMER		1,394	51.34%	210	51.98%	1,604	51.43%
DIRK C. SLOOTEN		1,321	48.66%	194	48.02%	1,515	48.57%
Cast Votes:		2,715	100.00%	404	100.00%	3,119	100.00%
Undervotes:		1,931		397		2,328	
Overvotes:		0		1		1	
Unqualified Write-ins:		98		29		127	

**CITY OF LAKEPORT Member, City Council - Vote for no more than Two**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	1,804	3,007	59.99%

Choice	Party	Vote by Mail		Election Day Voting		Total	
MIREYA G. TURNER		795	43.09%	68	35.98%	863	42.43%
STACEY MATTINA		1,050	56.91%	121	64.02%	1,171	57.57%
Cast Votes:		1,845	100.00%	189	100.00%	2,034	100.00%
Undervotes:		1,346		170		1,516	
Overvotes:		0		0		0	
Unqualified Write-ins:		47		11		58	

**CITY OF CLEARLAKE City Treasurer - Vote for One**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	2,784	6,981	39.88%

Choice	Party	Vote by Mail		Election Day Voting		Total	
		0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%
Undervotes:		2,113		373		2,486	
Overvotes:		0		0		0	
Unqualified Write-ins:		259		43		302	



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### LAKE PILLSBURY FIRE PROTECTION DISTRICT Director 2-Year Unexpired Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	28	38	73.68%

Choice	Party	Vote by Mail		Election Day Voting		Total	
HEATHER HASLER		22	78.57%	0	0.00%	22	78.57%
WARNER HENDERSON		6	21.43%	0	0.00%	6	21.43%
Cast Votes:		28	100.00%	0	0.00%	28	100.00%
Undervotes:		0		0		0	
Overvotes:		0		0		0	
Unqualified Write-ins:		0		0		0	

### NORTHSHORE FIRE PROTECTION DISTRICT, AT LARGE Director - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
20	20	100.00%	3,900	7,119	54.78%

Choice	Party	Vote by Mail		Election Day Voting		Total	
JAMES O. BURTON		1,528	50.80%	175	44.08%	1,703	50.01%
LEAH ROBBINS		1,480	49.20%	222	55.92%	1,702	49.99%
Cast Votes:		3,008	100.00%	397	100.00%	3,405	100.00%
Undervotes:		407		64		471	
Overvotes:		3		0		3	
Unqualified Write-ins:		16		4		20	

### NORTHSHORE FIRE PROTECTION DISTRICT, LUCERNE ZONE Director - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
7	7	100.00%	774	1,457	53.12%

Choice	Party	Vote by Mail		Election Day Voting		Total	
BECKY SCHWENGER		433	71.22%	65	67.01%	498	70.64%
GERALD SHEPHERD		175	28.78%	32	32.99%	207	29.36%
Cast Votes:		608	100.00%	97	100.00%	705	100.00%
Undervotes:		53		11		64	
Overvotes:		0		0		0	
Unqualified Write-ins:		4		1		5	

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**NORTHSHORE FIRE PROTECTION DISTRICT, NICE ZONE Director - Vote for One**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	800	1,510	52.98%

Choice	Party	Vote by Mail		Election Day Voting		Total	
JOHN T. BARNETTE		373	59.68%	46	60.53%	419	59.77%
LORI CARTER-RUNYON		252	40.32%	30	39.47%	282	40.23%
Cast Votes:		625	100.00%	76	100.00%	701	100.00%
Undervotes:		71		20		91	
Overvotes:		2		0		2	
Unqualified Write-ins:		6		0		6	

**ANDERSON SPRINGS COMMUNITY SERVICES DISTRICT Director - Vote for no more than Three**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	56	98	57.14%

Choice	Party	Vote by Mail		Election Day Voting		Total	
KAREN COKER		28	24.78%	1	11.11%	29	23.77%
CAROL OHSIEK		34	30.09%	3	33.33%	37	30.33%
DONNA TAYLOR		37	32.74%	3	33.33%	40	32.79%
CYNTHIA H. WEBER		14	12.39%	2	22.22%	16	13.11%
Cast Votes:		113	100.00%	9	100.00%	122	100.00%
Undervotes:		40		3		43	
Overvotes:		0		0		0	
Unqualified Write-ins:		3		0		3	

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**COBB AREA COUNTY WATER DISTRICT Director - Vote for no more than Three**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	811	1,272	63.76%

Choice	Party	Vote by Mail		Election Day Voting		Total	
JOSHUA DIXON		412	33.07%	50	31.65%	462	32.91%
STEVE BARNES		364	29.21%	41	25.95%	405	28.85%
JOEL PYSKA		322	25.84%	46	29.11%	368	26.21%
DAVID PETERS		148	11.88%	21	13.29%	169	12.04%
Cast Votes:		1,246	100.00%	158	100.00%	1,404	100.00%
Undervotes:		894		120		1,014	
Overvotes:		1		0		1	
Unqualified Write-ins:		8		4		12	

**PROP 1 - Constitutional Right to Reproductive Freedom**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		11,153	63.97%	1,183	50.73%	12,336	62.40%
NO		6,283	36.03%	1,149	49.27%	7,432	37.60%
Cast Votes:		17,436	100.00%	2,332	100.00%	19,768	100.00%
Undervotes:		497		84		581	
Overvotes:		2		1		3	
Unqualified Write-ins:		0		0		0	

## Final Cumulative Results

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### PROP 26 - Allows In-Person Roulette, Dice Games, Sports Wagering on Tribal Lands

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		4,710	27.05%	650	27.90%	5,360	27.15%
NO		12,704	72.95%	1,680	72.10%	14,384	72.85%
Cast Votes:		17,414	100.00%	2,330	100.00%	19,744	100.00%
Undervotes:		516		84		600	
Overvotes:		5		3		8	
Unqualified Write-ins:		0		0		0	

### PROP 27 - Allows Online and Mobile Sports Wagering Outside Tribal Lands

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		2,197	12.50%	416	17.77%	2,613	13.12%
NO		15,379	87.50%	1,925	82.23%	17,304	86.88%
Cast Votes:		17,576	100.00%	2,341	100.00%	19,917	100.00%
Undervotes:		354		75		429	
Overvotes:		5		1		6	
Unqualified Write-ins:		0		0		0	

### PROP 28 - Provides Additional Funding for Arts and Music Education In Public Schools

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		10,977	62.86%	1,340	57.24%	12,317	62.20%
NO		6,485	37.14%	1,001	42.76%	7,486	37.80%
Cast Votes:		17,462	100.00%	2,341	100.00%	19,803	100.00%
Undervotes:		472		76		548	
Overvotes:		1		0		1	
Unqualified Write-ins:		0		0		0	

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**PROP 29 - Requires On-Site Licensed Medical Professional at Kidney Dialysis Clinics**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		4,766	27.40%	648	27.87%	5,414	27.46%
NO		12,626	72.60%	1,677	72.13%	14,303	72.54%
Cast Votes:		17,392	100.00%	2,325	100.00%	19,717	100.00%
Undervotes:		539		92		631	
Overvotes:		4		0		4	
Unqualified Write-ins:		0		0		0	

**PROP 30 - Provides Funding for Programs to Reduce Air Pollution & Prevent Wildfires**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		6,887	39.26%	725	30.77%	7,612	38.26%
NO		10,654	60.74%	1,631	69.23%	12,285	61.74%
Cast Votes:		17,541	100.00%	2,356	100.00%	19,897	100.00%
Undervotes:		387		61		448	
Overvotes:		7		0		7	
Unqualified Write-ins:		0		0		0	

**PROP 31 - Ref. on 2020 Law that Would Prohibit Retail Sale of Certain Flavored Tobacco Products**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
80	80	100.00%	20,362	37,165	54.79%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		10,369	59.16%	1,097	46.70%	11,466	57.69%
NO		7,157	40.84%	1,252	53.30%	8,409	42.31%
Cast Votes:		17,526	100.00%	2,349	100.00%	19,875	100.00%
Undervotes:		396		66		462	
Overvotes:		13		2		15	
Unqualified Write-ins:		0		0		0	

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**MEASURE P - City of Lakeport - South Lakeport Annexation**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	15	15	100.00%

Choice	Party	Vote by Mail		Election Day Voting		Total	
YES		2	15.38%	0	0.00%	2	14.29%
NO		11	84.62%	1	100.00%	12	85.71%
Cast Votes:		13	100.00%	1	100.00%	14	100.00%
Undervotes:		1		0		1	
Overvotes:		0		0		0	
Unqualified Write-ins:		0		0		0	

\*\*\* End of report \*\*\*