



CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, June 02, 2022

Regular Meeting 6:00 PM

The City Council meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel (https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for City Council consideration by sending them to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the City Council adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

AGENDA

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

AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

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

AGENDA REPORTS

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

Zoom Link: <https://clearlakeca.zoom.us/j/82980577088>

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. INVOCATION/MOMENT OF SILENCE: *The City Council invites members of the clergy, as well as interested members of the public in the City of Clearlake, to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. This opportunity is*

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

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

E. PRESENTATIONS

1. Presentation by CalOES on the Cache Fire Recovery
- [2.](#) Presentation Regarding the Lake County Clean Water Program and Storm Water Management in Lake County
- [3.](#) Presentation of a Proclamation Declaring June 2022 as LGBTQIA+ Pride Month

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

G. 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.*

- [4.](#) Meeting Minutes from April 21, 2022
Recommended Action: Receive and file
5. Second Reading and Adoption of Ordinance No. 262-2022,
Recommended Action: Hold second reading, read by title only, waive further reading and adopt ordinance
- [6.](#) Continuation of Declaration of Local Emergency Issued on August 23, 2021 and Ratified by Council Action on September 16, 2021
Recommended Action: By motion keep declaration of emergency active and set next review in sixty days

- [7.](#) Adoption of 7th Amendment to the FY 2021-22 Budget to appropriate funds for design and planning services; Resolution No. 2022-32
Recommended Action: Adopt resolution
- [8.](#) Second reading Ordinance No. 262-2022 Adding Chapter 11-6 of the Clearlake Municipal Code Establishing Edible Food Recovery Regulations in Accordance with SB 1383
Recommended Action: Move to waive full reading of the ordinance, read by title only Ordinance No. 262-2022, which amends the Clearlake Municipal Code by establishing regulations related to the establishment of an edible food recovery program, and adopt ordinance
- [9.](#) Warrants
Recommended Action: Receive and file
- [10.](#) Continuation of Authorization to Implement and Utilize Teleconference Accessibility to Conduct Public Meetings Pursuant to Assembly Bill 361
Recommended Action: Adopt Resolution
- [11.](#) Authorization of Execution of the Clean California Restricted Grant Agreement; Resolution No. 2022-33
Recommended Action: Adopt resolution
- [12.](#) Authorization of Amendment to the Operating Engineers Public Trust Agreement
Recommended Action: Authorize the City Manager to sign the amendment
- [13.](#) Amendment to California Engineering Company, Inc. Engineering Consultant Contract
Recommended Action: Authorize City Manager to sign amendment

H. BUSINESS

- [14.](#) Confirm assessment(s) in the total amount of \$76,959.16 for City funded abatements, in accordance with Clearlake Municipal Code Chapter 10
- [15.](#) To hear and act upon an appeal of an Order to Abate for 16036 14th Avenue, in accordance with Clearlake Municipal Code Chapter 18, Articles 41 and 42.
- [16.](#) Purchase of an eCitation Solution from Tyler Technologies
Recommended Action: Adopt Resolution No. 2022-31, authorizing the Chief of Police to enter into a contract with Tyler Technologies, Inc. for the purchase of an eCitation solution.
- [17.](#) Consideration of Adoption of Resolution No. 2022-35 Calling For and Giving Notice of the General Municipal Election
Recommended Action: Adopt resolution

I. CITY MANAGER AND COUNCILMEMBER REPORTS

J. FUTURE AGENDA ITEMS

K. CLOSED SESSION

(18) Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6: Agency designated representatives: City Manager Flora, Finance Director Young, Administrative Services Director Swanson; Employee Organization: Clearlake Municipal Employee Association; Clearlake Police Officers Association

L. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION

M. ADJOURNMENT

POSTED: May 27, 2022

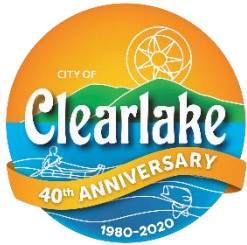
BY:



Melissa Swanson, Administrative Services Director/City Clerk

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Presentation of the Current Status and Next Steps of the Lake County Clean Water Program and Storm Water Management in Lake County.	MEETING DATE: June 2, 2022
SUBMITTED BY: Kylie Clark	
PURPOSE OF REPORT: <input checked="" type="checkbox"/> Information only <input type="checkbox"/> Discussion <input type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Presentation only. Provide direction to staff as needed.

BACKGROUND/DISCUSSION:

The City of Clearlake, the City of Lakeport, and the County of Lake (hereinafter referred to as “co-permittees”) joined planning, collaboration, and implementation efforts to establish a Lake County Clean Water Program (LCCWP). The purpose of the LCCWP is to collectively fulfill the requirements set forth by the National Pollution Discharge Elimination System (NPDES) MS4 Phase II general permit. Sometime this requires the co-permittees to collectively make decisions, recommend management actions, budget or funding actions that can achieve compliance with the NPDES permit and improve storm water management within Lake County. Therefore, the Clean Water Program Management Program (Formerly the Storm Water Advisory Committee) was created to coincide with the NPDES permit and adjacent storm water management.

The newly revitalized Clean Water Program Management Council (“Council”) was re-established in 2018. This Council has been meeting regularly since 2018 and a presentation to the City of Clearlake City Council is needed to provide an update on the Management Council’s progress and outline outstanding challenges and needs. We are kindly requesting a Timed Item to allow ample time for a presentation and follow-up discussion.

The Council’s Storm Water Coordinators, representing the jurisdictions of the Lake County Watershed Protection District, City of Lakeport and City of Clearlake, will be leading the presentation to provide an update on the program and the current status of storm water management in Lake County.

OPTIONS:

FISCAL IMPACT:

None Budgeted Item? Yes No

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

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

Comments:

STRATEGIC PLAN IMPACT:

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

SUGGESTED MOTIONS:

Presentation only. Provide direction to staff as needed.

Attachments:



LGBTQIA+ Pride Month June 2022

WHEREAS, our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society; and

WHEREAS, in the movement toward equal rights for Lesbian, Gay, Bisexual and Transgender, Intersex, Asexual (LGBTQIA+) people, a historic turning point occurred on June 28, 1969, in New York City, with the onset of the Stonewall Riots. During these riots, LGBTQIA+ citizens rose up and resisted police harassment that arose out of discriminatory criminal laws that have since been declared unconstitutional. In the four decades since, civil rights for LGBTQIA+ people have grown substantially, and LGBTQIA+ Pride celebrations have taken place around the country every June to commemorate the beginning of the Stonewall Riots; and

WHEREAS, California has been a leader in advancing the civil rights of its LGBTQIA+ citizens. And while further progress is needed, it is important to recognize and celebrate the substantial gains that have been achieved, and the City of Clearlake stands with the LGBTQIA+ community in the struggle to ensure equal treatment for all, and to advocate for LGBTQIA+ rights as human rights.

NOW, THEREFORE, the City Council of the City of Clearlake does hereby proclaim June 2022 as "LGBTQIA+ Pride Month" in Clearlake and advocates for protections for all LGBTQIA+ individuals to make our community a place where all people, regardless of their sexual orientation, gender identity, or gender expression, are treated with dignity and respect.

Dated this 2nd day of June, 2022

Dirk Slooten, Mayor



CITY COUNCIL REGULAR MEETING

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

Thursday, April 21, 2022

Regular Meeting 6:00 PM

MINUTES

Zoom Link: <https://clearlakeca.zoom.us/j/86937779188>

A. ROLL CALL

PRESENT

Mayor Dirk Slooten

Vice Mayor Russ Perdock

Council Member David Claffey

Council Member Russ Cremer

Council Member Joyce Overton

B. PLEDGE OF ALLEGIANCE

C. INVOCATION/MOMENT OF SILENCE

D. ADOPTION OF THE AGENDA

Agenda was adopted with a Motion by Vice Mayor Perdock and a second by Council Member Cremer.

Pass with all in favor.

E. PRESENTATIONS

1. Presentation of April's Adoptable Dogs
2. Presentation from LISC (Local Initiative Support Corporation)/DCTA Distressed Cities Technical Assistance Program) Representatives on Clearlake Projects

F. PUBLIC COMMENT

Joan Moss spoke about the Sulphur Bank clean up.

David Hughes spoke about cannabis cultivation in the Burns Valley basin area.

G. CONSENT AGENDA

Motion made by Council Member Cremer, Seconded by Vice Mayor Perdock.
Voting Yea: Mayor Slooten, Vice Mayor Perdock, Council Member Overton, Council Member Cremer, Council Member Claffey.

- 3. Review of the 2021 Annual Housing Element Progress Report
Recommended Action: Accept Report and File
- 4. Minutes of the March 16, 2022 and March 28, 2022 Lake County Vector Control District Board Meetings
Recommended Action: Receive and file
- 5. Warrants
Recommended Action: Receive and file
- 6. Adoption of the Local Road Safety Plan; Resolution No. 2022-18
Recommended Action: Adopt resolution and authorize implementation
- 7. License Amendment with Mudslingers Coffee
Recommended Action: Authorize the City Manager to Execute an Amendment to the License with Mudslingers Coffee for a term from April 21, 2022 through April 22, 2032.

H. PUBLIC HEARING

- 8. Public Hearing to Consider Actions Relating to Measure V Financing of Road Improvements
Recommended action: Hold Public Hearing, Hear Public Comment, and Adopt Resolutions

Finance Director Young presented the Staff Report.

Eric Scriven and David Fama also presented information.

Public Hearing was opened at 7:00PM

David Hughes spoke in favor of the proposal.

Another citizen spoke in favor.

Terry Stewart spoke interest rates and was in favor of locking in rates today.

Public Hearing closed at 7:04PM

Resolution 2022-20 for the Measure V Road Improvements was approved by the City Council.

Motion made by Council Member Cremer, Seconded by Vice Mayor Perdock
Voting Yea: Mayor Slooten, Vice Mayor Perdock, Council Member Cremer, Council Member Claffey, Council Member Overton

Resolution 2022-21 for the Measure V Road Improvements was approved by the Public Financing Authority.

Motion made by Member Cremer, Seconded by Vice Chair Perdock
Voting Yea: Chair Slooten, Vice Chair Perdock, Member Cremer, Member Claffey, Member Overton

I. BUSINESS

- 9. Consider First Reading of Military Equipment Policy Ordinance and Set a Second Reading; Ordinance 261-2022
Recommended Action: Move to hold the first reading of Ordinance No. 261-2022, read it by title only, waive further reading and schedule second reading and adoption for May 5, 2022.

Chief White presented the Staff Report.

Lt. Hobbs spoke about the Mobile Command Center and drones.

Motion made by Council Member Cremer, Seconded by Vice Mayor Perdock
Voting Yea: Mayor Slooten, Vice Mayor Perdock, Council Member Cremer, Council Member Claffey, Council Member Overton

J. CITY MANAGER AND COUNCILMEMBER REPORTS

K. FUTURE AGENDA ITEMS

L. CLOSED SESSION

- (10) Conference with Real Property Negotiators: Pursuant to Government Code Section 54956.8. Property Address: 6820 Old Highway 53, Clearlake; Agency Negotiation: City Manager Alan Flora; Negotiating Parties: Burbank Housing Corporation; Under Negotiation: Price and terms of payment.
- (11) Pursuant to Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Title: City Manager
- (12) Conference with Legal Counsel- Existing Litigation: Pursuant to Government Code Section 54956.9: Case No. CV-421149; Name of Case: City of Clearlake v. County of Lake, a political subdivision of the State of California; Board of Supervisors of the County of Lake, a public body of the County of Lake; Barbara C. Ringen, in her official capacity as the Treasurer-Tax Collector of the County of Lake; and Does 1 through 30, inclusive
- (13) Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6: Agency Designated Representatives: City Manager Flora; Employee organization: Clearlake Municipal Employees Association and Clearlake Police Officers Association


M. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION

There was no reportable action taken in closed session.

N. ADJOURNMENT

The meeting adjourned at 8:45 p.m.

BY:

A handwritten signature in blue ink, appearing to read "Tina Viramontes".

Tina Viramontes, Deputy City Clerk

CITY OF CLEARLAKE

City Council



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

WHAT IS BEING ASKED OF THE CITY COUNCIL:

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

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

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

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

OPTIONS:

- 1. Continue to ratify order.

FISCAL IMPACT:

None Budgeted Item? Yes No

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

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

Comments:

STRATEGIC PLAN IMPACT:

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

SUGGESTED MOTIONS:

- Attachments:**

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Adoption of 7 th Amendment to the FY 2021-22 Budget to appropriate funds for design and planning services	MEETING DATE: June 2, 2022
SUBMITTED BY: Kelcey Young, Director of Finance	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider adopting an adjustment to the FY 2021-22 Budget to appropriate additional funds for design and planning services coming from revenue from 100-413-500 to 100-1400-750-560 Planning Consultant Services and 100-3025-750-560 Engineering Consulting Services.

BACKGROUND/DISCUSSION:

Due to an increase in development, the City has increased design and planning costs. These costs are being directly of set by building fees. The increase in costs is \$35,000 in design costs plus an additional \$35,000 in planning fees. The City has received addition \$70,000 in revenue from 100-413-500 Building Permit Fees which will cover costs.

On March 3, 2022, the City Council adopted Mid-Year adjustments to the FY 2021-22 budget. Based on a review by staff, an additional adjustment needs to be made to account for the additional revenue and to pay for additional development expenses.

FISCAL IMPACT:

None \$70,000 Budgeted Item? Yes No
 Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$70,000
 Affected fund(s): General Fund Measure P Fund Measure V Fund Other:
 Comments: No net impact as increased expenses are being covered by increased revenues.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City

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

SUGGESTED MOTIONS:

Move to adopt the resolution.

- Attachments:** 1) Resolution No. 2022- ADOPTION OF 7th AMENDMENT TO THE FY 2021-22 BUDGET (RESOLUTION 2021-33)

RESOLUTION NO. 2022-

ADOPTION OF 7th AMENDMENT TO THE FY 2021-22 BUDGET (RESOLUTION 2021-33) APPROPRIATING FUNDS FOR SOFTWARE AND ADDITIONAL DESIGN SERVICES

WHEREAS, the City Council desires to appropriate funding from the Building Permit fees for the cost of planning and engineering services.

WHEREAS, the City Council desires to appropriate additional funding from the Building Permit fees to pay for these development services.

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

Section 1. The FY 2021-22 Budget, adopted via Resolution 2022-33, is amended as follows:

Appropriations Adjustment							
Fund	Fund Name	Department	Account	Description	FY 21-22 Budget	Adjustment	FY 21-22 Amended Budget
100	General	Community Development	100-1400-750-560	Consultant Services	\$ 220,316.94	\$ 35,000.00	\$ 255,316.94
100	General	City Engineer	100-3025-750-560	Consultant Services	\$ 70,539.00	\$ 35,000.00	\$ 105,539.00
Revenue Adjustments							
Fund	Fund Name	Department	Account	Description	FY 21-22 Budget	Adjustment	FY 21-22 Amended Budget
100	General	NA	100-413-500	Building Permit Fees	\$ 150,000.00	\$ 70,000.00	\$ 220,000.00

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 2nd day of June 2022, by the following vote:

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

ATTEST: _____
City Clerk

_____ Mayor



STAFF REPORT	
SUBJECT: Second reading of Ordinance No. 262-2022 Adding Chapter 11-6 of the Clearlake Municipal Code / Establishing Edible Food Recovery Regulations in Accordance with SB 1383	MEETING DATE: May 19, 2022
SUBMITTED BY: Ryan Jones, City Attorney, and Acting Public Works Director, Dave Swartz	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt an ordinance establishing regulations related to the establishment of an edible food recovery program that recovers edible food from commercial edible food generators for human consumption. The proposed ordinance is related to the requirements of SB 1383.

BACKGROUND/DISCUSSION:

In September 2016 the State adopted SB 1383 (Lara) which established methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy.

SB 1383 establishes aggressive targets to achieve by year 2025, a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level; and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025.

As previously reported to the City Council, SB 1383 is intended to alleviate the impact of short-lived climate pollutants, namely methane emissions created by dairy and livestock as well as organic waste. Organic waste is food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Landfilling of organic waste leads to the anaerobic breakdown of that material, which in turn creates methane which is known to be a major contributor to greenhouse gas emissions.

Edible food recovery is an important component of the SB 1383 legislation. Although the City and other Lake County jurisdictions received Rural Jurisdiction waivers from CalRecycle for certain components of the SB 1383 regulations (through December 31, 2026), edible food recovery is not an exempted program.

SB 1383 requires counties to take the lead collaborating with the jurisdictions located within the county in planning for the food recovery capacity needed to recover and redistribute 20 percent of edible food that would have otherwise been sent to landfills. The law also directs the following:

- Jurisdictions must establish edible food recovery outreach and inspection programs to connect mandated edible food generators with food recovery organizations/services, and ensure there is sufficient county-wide capacity for all the recovered edible food.
- Mandated edible food generators must arrange to recover the maximum amount of their edible food that would otherwise go to landfills. They must establish contracts with food recovery organizations/services that will accept their edible food and keep records of all edible food recovery donations.
- Food recovery organizations and services that work with mandated edible food generators must maintain and submit records of edible food recovery receivables.

The County of Lake is currently working with the City of Clearlake, Lakeport, and other stakeholders to establish a formal food recovery program. We are early in the process, but site inspections and some of the recordkeeping duties are expected to be coordinated by County staff from the Environmental Health and Public Services Departments, respectively.

Each jurisdiction is required by state law to adopt its own edible food recovery regulations and related enforcement mechanism, such as an ordinance, in order to comply with the CalRecycle regulations.

The proposed edible food recovery ordinance is provided for the Council’s consideration (Attachment 1 and Exhibit A/Attachment 2). The regulations were modeled after portions of a recent ordinance adopted by a similar rural northern California city which has an SB 1383 Rural Jurisdiction waiver and is working with their County to establish a formal multi-jurisdictional food recovery program. The ordinance will add Chapter 11-6 of the Clearlake Municipal Code which sets forth the City’s Solid Waste, Garbage Collection and Disposal regulations.

The third attachment (Attachment 3) is a handout prepared by City staff which includes additional background information regarding edible food recovery, including definitions and requirements of Tier 1 and Tier 2 Edible Food Generators who are the focus of the proposed regulations. At the present time there are three Tier 1 Food Generators in the city limits of Lakeport and no Tier 2 generators.

Environmental Considerations: Adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

OPTIONS:

1. Approve the ordinance as presented.
2. Request revisions to the ordinance.
3. Do not approve but provide direction to staff.

FISCAL IMPACT:

None Budgeted Item? Yes No

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

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

Comments: There is no direct fiscal impact related to this action. In the absence of this resolution, there would be unknown but likely significant costs to the General Fund to develop and implement an organics

recycling and collection program in cooperation with our franchise hauler. The organics program must include all commercial and residential customers as required by SB 1383.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
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- 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 waive full reading of the ordinance, read by title only Ordinance No. 262-2022, which adds the Clearlake Municipal Code by establishing regulations related to the establishment of an edible food recovery program, adopt ordinance.

ATTACHMENTS:

1. Ordinance No. 262-2022
2. Exhibit A – Amendments to Clearlake Municipal Code Ch. 11-6
3. SB 1383 Food Recovery Information Handout

CITY OF CLEARLAKE
ORDINANCE NO. 262-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE AMENDING CHAPTER XI (SANITATION) OF THE CLEARLAKE MUNICIPAL CODE TO CREATE SECTION 11-6 REGULATION OF EDIBLE FOOD GENERATORS IN COMPLIANCE WITH SB 1383

WHEREAS, state recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

WHEREAS, state recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.

WHEREAS, state organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to implement a Mandatory Commercial Organics Recycling program.

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, and the SB 1383 Regulations require cities to adopt and enforce an ordinance or enforceable mechanisms to mandate that organic waste generators, haulers, and other entities subject to the requirements of this Article, that are subject to the cities authority comply with relevant provisions of the SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

WHEREAS, the final regulation text of the SB 1383 Regulations implementing SB 1383 was adopted by CalRecycle on November 3, 2020, and

WHEREAS, nothing in this Ordinance is intended to nor shall it be interpreted or construed as violating 14 California Code of Regulations Sections 18990.1(b) or 18990.2.

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

SECTION 1. The City Council of the City of Clearlake finds and declares that the Recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. Chapter XI (Sanitation) of the Clearlake Municipal Code is hereby amended to create Section 11-6 as set for in Exhibit A, incorporated by this reference.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 4. The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and ADOPTED this _____ day of _____, _____.

Approved as to form: _____, Mayor

ATTEST:

Ryan Jones
City Attorney

_____, City Clerk

I, _____, City Clerk of Clearlake, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Clearlake at a regular meeting of said Council held on the _____ day of _____, 20__ effective on the _____ day of _____, 20__ by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
_____, City Clerk

APPROVED AND ADOPTED this ___th day of May, 2022.

Clearlake Municipal Code

Chapter XI SANITATION

11-6 Regulations of Edible Food Generators

11.6.1 Purpose.

The California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 through 49620), created by AB 939 (chaptered as 1095) of the 1989 Legislative Session, declares that "the amount of solid waste generated in the state coupled with diminishing landfill space and potential adverse environmental impacts from landfilling constitutes an urgent need for state and local agencies to enact and implement an aggressive new integrated waste management program."

SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, commercial businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets. SB 1383 requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

11.6.2 Definitions.

The following definitions shall be utilized for purposes of implementation of this Section 11-6. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the SB 1383 Regulations. In the event of a conflict between a definition set forth in the SB 1383 Regulations and a definition set forth herein, the definition set forth in the SB 1383 Regulations shall control. In the event of a conflict between the definitions set forth in Section 11-1 and the definition set forth herein, the definition set forth herein shall control.

"CalRecycle" means the California Department of Resources Recycling and Recovery.

"CCR" means the California Code of Regulations.

"City" means the City of Clearlake.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined herein or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

"Composting" includes a controlled microbial degradation of organic wastes yielding a safe and Nuisance free product.

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR § 17855(a)(4); or, as otherwise defined by 14 CCR § 18982(a)(8).

"County" means the County of Lake, California.

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR § 18982(a)(18). Edible Food is not solid waste if it is recovered and not discarded.

"Enforcement Action" means an action of the City to address non-compliance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR § 18982(a)(24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes Edible Food to the public for Food Recovery, either directly or through other entities or as otherwise defined in 14 CCR § 18982(a)(25), including, but not limited to:

- A food bank as defined in Section 113783 of the Health and Safety Code;
- A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR § 18982(a)(26).

“Food scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. “Food scraps” excludes fats, oils, and grease when such materials are source separated from other food scraps.

“Generator” means any person or other entity who is responsible for the initial creation of solid waste.

“Grocery store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR § 18982(a)(30).

“Inspection” means a site visit where the City reviews records; containers; and an entity’s collection, handling, recycling, or landfill disposal of organic waste or edible food handling to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR § 18982(a)(35).

“Large event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

“Local Education Agency” means a school district, charter school, or County office of education that is not subject to the control of City related to solid waste, or as otherwise defined in 14 CCR § 18982(a)(40).

“Notice of Violation” or “NOV” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR § 18982(a)(45) or further explained in 14 CCR § 18995.4.

“Nuisance” includes anything which is injurious to human health or is indecent or offensive to the senses and interferes with the comfortable enjoyment of life or property and affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of annoyance or damage inflicted upon the individual may be unequal, and which occurs as a result of the storage, removal, transport, processing, or disposal of solid waste.

“Organics,” “Organic Waste,” and “Organic Material” means solid wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, Food Scraps, green waste, non-hazardous wood waste, and unwaxed food-soiled paper.

“Recovery” means any activity or process described in 14 CCR § 18983.1(b), or as otherwise defined in 14 CCR § 18982(a)(49).

“SB 1383” means Senate Bill 1383 (Chapter 395, Statutes of 2016).

“SB 1383 Regulations” means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-hauler” means a Generator, who hauls his or her own solid waste, organic waste, or recyclable materials to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR § 18982(a)(66). Back-hauling is the process of generating and transporting organic waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR § 18982(a)(66)(A).

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR § 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food service provider.
4. Food distributor.
5. Wholesale Food Vendor.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site food facility and 200 or more rooms.
3. Health facility with an on-site food facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. Local Education Agency facility with an on-site food facility.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR § 189852(a)(76).

11.6.3 Requirements for Commercial Edible Food Generators.

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large Venue or Large Event to comply with the requirements of this section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:

1. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
2. Allow the City's designated enforcement agency or designated third party enforcement agency access to the premises and to review records pursuant to 14 CCR § 18991.4.
3. Keep records that include the following information, or as otherwise specified in 14 CCR § 18991.4:
 - a. A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR § 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR § 18991.3(B).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address, and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of Edible Food that will be collected by, or self-hauled to, the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that Edible Food will be collected or self-hauled.
 - iv. The quantity of Edible Food, measured in pounds recovered per month, collected or Self-hauled to a Food Recovery Service or Food Recovery Organization for purposes of Food Recovery.
 - d. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557, Chapter 557, Statutes of 2017.

11.6.4 Requirements for Food Recovery Organizations and Services.

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators via a contract or written agreement established under 14 CCR § 18991.3(b) shall maintain the following records, or as otherwise specified by 14 CCR § 18991.5(a)(1):
 1. The name, address, and contact information for each Commercial Edible Food Generator from which the Service collects Edible Food.
 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 4. The name, address, and contact information for each Food Recovery Organization for which the Food Recovery Service transports Edible Food for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators via a contract or written agreement established under 14 CCR § 18991.3(b) shall maintain the following records, or as otherwise specified by 14 CCR § 18991.5(a)(2):
 1. The name, address, and contact information for each Commercial Edible Food Generator from which the Organization receives Edible Food.
 2. The quantity in pounds of Edible Food collected form each Commercial Edible Food Generator per month.
 3. The name, address, and contact information for each Food Recovery Service from which the Organization receives Edible Food for Food Recovery.

- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR § 18991.3(b) shall, no later than March 1, July 1, and September 1 of each calendar year, report to the City or designated enforcement agency the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators with which they have established a contract or written agreement pursuant to 14 CCR § 18991.3(b).
- D. Food Recovery Capacity Planning. In order to support Edible Food Recovery capacity planning assessments and other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall, upon request, provide information and consultation to the City regarding existing or proposed new or expanded Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators.

11.6.5 Requirements for Facility Operators.

- A. Requirements for Facility Operators and Community Composting Operations.
 - 1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon request of the City or designated enforcement agency, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City or designated enforcement agency shall respond in writing within sixty (60) days.
 - 2. Community Composting operators, upon request of the City or designated enforcement agency, shall provide information to the City or designated enforcement agency to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste handled or anticipated to be handled at the Community Composting operating. Entities contacted by the City or designated enforcement agency shall respond in writing within sixty (60) days.

11.6.6 Inspections and Investigations.

- A. City representatives and/or its designated enforcement agency, are authorized to conduct inspections an investigations, at random or otherwise, of any collection container; collection vehicle loads; or transfer, processing, or disposal facilities for materials collected from generators, or source separated materials, to confirm compliance with this chapter by Commercial Edible Food Generators, haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This section does not allow the City or its designated enforcement agency to enter the interior of a private Residential Units for inspection.
- B. The regulated entity shall provide or arrange for access during all inspections (with the exception of Residential Unit interiors) and shall cooperate with the City’s employee or its designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement described herein. Failure to provide or arrange for: (i) access to an entity’s premises; or (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 11.6.6.
- C. Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code § 6520 et seq.
- D. City representatives or its designees are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.
- E. Regulated entities shall relay to the City Public Works Department all written complaints they receive concerning act or omissions of themselves or another entity inside the City that is potentially non-compliant with SB 1383 Regulations, including anonymous written complaints.

11.6.7 Violations and Penalties.

Exhibit A

- A. Violation of any provision of Sections 11.6.1 through 11.6.6 shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City or designated enforcement agency. Enforcement Actions under this chapter include issuance of an administrative citation and assessment of a fine in accordance with Section 1-9 of the Clearlake Municipal Code.
- B. Education Period for Non-Compliance. Beginning June 1, 2022 and through December 31, 2023, the City or designated enforcement agency will conduct inspections, route reviews, waste evaluations, and compliance reviews, depending on the type of regulated entity, to determine compliance. If the City or designated enforcement agency determines that self-hauler, Contractor, Tier One Commercial Edible Food Generator, Tier Two Commercial Edible Food Generator, Food Recovery Service, Food Recovery Organization, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required as of January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.
- C. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the City or designated enforcement agency determines that a self-hauler, hauler, Tier One Commercial Edible Food Generator, Tier Two Commercial Edible Food Generator, Food Recovery Service, Food Recovery Organization, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this chapter.
- D. This chapter shall be interpreted to be consistent with the City's regulatory authority and shall only apply to Local Education Agencies and other entities to the extent permitted by law, including SB 1383 Regulations.

SB 1383 Edible Food Recovery Information

What is edible food? Edible food is food intended for people to eat, including food not sold because of appearance, age, freshness, grade, surplus, etc. Edible food includes, but is not limited to, prepared foods, packaged foods and produce. All edible food must meet the food safety requirements of the [California Retail Food Code \(PDF\)](#).

Information for Edible Food Generators

[SB 1383](#) (Lara, Chapter 395, Statutes of 2016) requires certain businesses that are defined as either a “Tier 1” or “Tier 2” edible food generator to [recover edible food](#). See the table below for a description of the types of businesses that fall under the Tier 1 and Tier 2 categories and when they are required to start recovering edible food.

Tier 1 Edible Food Generators

These entities are required to recover the maximum amount of edible food (that would otherwise be disposed of) starting January 1, 2022

- **Grocery store** – a store that is 10,000 square feet or more in size that is primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, fresh meats, fish, and poultry, and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.
- **Supermarket** - a full-line, self-service retail store with gross annual sales \$2,000,000 or more that sells a line of dry grocery, canned goods, or nonfood items and some perishable items
- **Food service provider** - an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations
- **Food distributor** - a company that distributes food to entities including, but not limited to, supermarkets and grocery stores
- **Wholesale food vendor** - a business engaged in the wholesale distribution of food, where food is received, shipped, stored, or prepared for distribution to a retailer, warehouse, distributor, or other destination

Tier 2 Edible Food Generators

These entities are required to recover the maximum amount of edible food (that would otherwise be disposed of) starting January 1, 2024

- **Restaurant** with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet
- **Hotel** with an on-site food facility and 200 or more rooms
- **Health facility with an on-site food facility** and 100 or more beds
- **Large venue** - a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of

the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue

- **Large event** - an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event
- **A state agency with a cafeteria** with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet
- **A local education agency with an on-site food facility**

SB 1383 [requires](#) Tier 1 and Tier 2 edible food generators to do the following:

- **Recover excess edible food.** SB 1383 does not require all excess edible food to be donated. It does however, state the following for Tier 1 and Tier 2 edible food generators:
 - Tier 1 and Tier 2 edible food generators shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or service.
 - Edible food generators are allowed to give away excess food to employees, take it home for personal use, give it away to customers, etc.
 - Edible food generators must recover (for human consumption) the maximum amount of edible food that would otherwise be disposed of. This can be accomplished by *donating or paying for the food* to be recovered by a food recovery organization or service, which includes, but is not limited to food banks, food pantries, soup kitchens, for-profit food recovery services and other non-profits that distribute food to people in need.
 - A large venue or large event operator that does not provide food services, but allows for food to be provided, shall require food facilities operating at the large venue or large event to comply with the SB 1383 edible food recovery requirements.
- **Establish contracts or written agreements.** Tier 1 and Tier 2 generators must establish contracts or written agreements with food recovery organizations and services. Food recovery organizations and services vary in the amount and types of food they can receive, so edible food generators may need to establish contracts or written agreements with multiple food recovery organizations and services to be in compliance. CalRecycle has developed a [Model Food Recovery Agreement](#) that can be used as an example. These contracts can include the establishment of a regular edible food delivery or collection schedule, identifying allowable edible foods for recovery, and cost-sharing options.

- **Maintain Recordkeeping.** Tier 1 and Tier 2 edible food generators must maintain records of their food recovery activities. This recordkeeping includes the following:
 - A list of each food recovery service or organization that collects or receives its edible food under a contract or written agreement
 - A copy of contracts or written agreements between the edible food generator and a food recovery service or organization
 - For each food recovery organization or service that the Tier 1 and Tier 2 edible food generators has a contract or written agreement with, records must be kept of:
 - The name, address and contact information of the service or organization
 - The types of food that will be collected by or self-hauled to the service organization
 - The established frequency that food will be collected or self-hauled
 - The quantity of food collected or self-hauled to a service or organization for food recovery. The quantity shall be measured in pounds recovered per month

Jurisdictions are required to monitor compliance by performing annual inspections to review the following records:

- Contract or written agreement information for food recovery organizations and services
- Schedules for food recovery deliveries or collections
- Quantity of food recovered in pounds per month
- Types of food each food recovery organization will receive or collect

More information for Tier 1 and Tier 2 edible food generators is available on CalRecycle's website: <https://www.calrecycle.ca.gov/organics/slcp/foodrecovery/donors>

Information for Food Recovery Organizations and Food Recovery Services

SB 1383 requires Tier 1 and Tier 2 edible food generators to recover (for human consumption) the maximum amount of their edible food that would otherwise be disposed, but it does not require food recovery organizations and services to participate. Each food recovery organization and service can decide if they would like to work with edible food generators and what, if any, food they will take.

Food Recovery Organization vs. Food Recovery Service

The SB 1383 regulations make a distinction between a *Food Recovery Organization* and a *Food Recovery Service*. These definitions are important because the [requirements for these entities](#) are slightly different under the regulations.

Food recovery organization: *an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities including, but not limited to, a food bank, a nonprofit charitable organization, or a non-profit charitable temporary food facility.*

Food recovery service: a person or entity that collects and transports edible food from a commercial or institutional edible food generator to a food recovery organization or other entities for food recovery.

If a food recovery organization or service does decide to participate in SB 1383 by working with a Tier 1 or Tier 2 edible food generator, they will need to do the following:

- **Contracts or written agreements.** Tier 1 and Tier 2 edible food generators are required to have written agreements or contracts with food recovery organizations or services. CalRecycle has developed a [Model Food Recovery Agreement](#) that can be used as an example. The contracts or written agreements can include:
 - Establishing a regular food recovery delivery or collection schedule
 - Identifying allowable foods for recovery
 - Cost-sharing options (food recovery organizations and services do not need to accept recovered food for free, they can decide to charge for their collection/recovery services)
- **Recordkeeping.** Food recovery organizations or services that have a contract or written agreement to collect or receive edible food directly from Tier 1 or Tier 2 edible food generators are required to keep records.

Recordkeeping requirements for Food Recovery Organizations

- The name, address, and contact information for each Tier 1 or Tier 2 edible food generator that the organization receives edible food from
- The quantity in pounds of edible food received from each Tier 1 or Tier 2 edible food generator per month
- The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery

Recordkeeping requirements for Food Recovery Services

- The name, address, and contact information for each Tier 1 or Tier 2 edible food generator that the service collects edible food from
- The quantity in pounds of edible food collected from each Tier 1 or Tier 2 edible food generator per month
- The quantity in pounds of edible food transported to each food recovery organization per month
- The name, address, and contact information for each food recovery organization that the service transports edible food to for food recovery
- **Reporting.** Food recovery organizations and services must report the total pounds recovered from Tier 1 and Tier 2 edible food generators in the previous calendar year to the jurisdiction where their primary address is physically located. The jurisdiction will in turn report to CalRecycle the pounds collected to measure statewide progress toward achieving 20 percent edible food recovery goal.

Please visit CalRecycle’s *Food Recovery in California* webpage for more information: <https://www.calrecycle.ca.gov/Organics/SLCP/FoodRecovery>



Clearlake, CA

Packet: APPKT01343 - 5/19/22 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
000591	ACTION SANITARY	05/19/2022	Regular	0.00	1,607.00	12590
002301	ALEX MARTINEZ	05/19/2022	Regular	0.00	233.76	12591
000085	ARAMARK UNIFORM SERVICES	05/19/2022	Regular	0.00	49.31	12592
001397	AT&T CALNET 3	05/19/2022	Regular	0.00	22.34	12593
001397	AT&T CALNET 3	05/19/2022	Regular	0.00	22.34	12594
001397	AT&T CALNET 3	05/19/2022	Regular	0.00	1.55	12595
VEN01267	BARTLEY PUMP PM, LLC - PUMPMAN I	05/19/2022	Regular	0.00	2,247.45	12596
001665	BRUNO SABATIER	05/19/2022	Regular	0.00	60.00	12597
001864	BUSINESS DESIGN SERVICES -ROBERT J	05/19/2022	Regular	0.00	450.00	12598
002162	CALIFORNIA ENGINEERING	05/19/2022	Regular	0.00	51,330.62	12599
VEN01178	CALIFORNIA INTERGOVERNMENTAL R	05/19/2022	Regular	0.00	52,205.70	12600
2404	CALTRONICS	05/19/2022	Regular	0.00	575.02	12601
VEN01265	CANTEEN SERVICES OF UKIAH, INC	05/19/2022	Regular	0.00	46.00	12602
000024	CLEARLAKE POLICE ASSOCIATION	05/19/2022	Regular	0.00	1,500.00	12603
002370	CODE PUBLISHING CO	05/19/2022	Regular	0.00	643.95	12604
VEN01281	CODY LEFRANCOIS	05/19/2022	Regular	0.00	137.50	12605
000763	COUNTY OF LAKE	05/19/2022	Regular	0.00	195.00	12606
001835	DIRK SLOOTEN	05/19/2022	Regular	0.00	60.00	12607
000004	EDWARD A ROBEY JR	05/19/2022	Regular	0.00	60.00	12608
001199	EUREKA OXYGEN CO	05/19/2022	Regular	0.00	84.18	12609
VEN01250	GREG MARGETICH - MARGETICH REAL	05/19/2022	Regular	0.00	10,000.00	12610
001939	JIM SCHOLZ	05/19/2022	Regular	0.00	60.00	12611
002274	JOHN R BENOIT	05/19/2022	Regular	0.00	6,458.97	12612
002276	JOSE L SIMON III	05/19/2022	Regular	0.00	60.00	12613
002347	JOSE MENDOZA	05/19/2022	Regular	0.00	300.00	12614
002272	KENNETH W PARLET II	05/19/2022	Regular	0.00	60.00	12615
000108	LAKE COUNTY RECORD BEE	05/19/2022	Regular	0.00	827.39	12616
002280	LAW OFFICES OF P SCOTT BROWNE	05/19/2022	Regular	0.00	1,837.00	12617
000143	MENDO LAKE OFFICE PRODUCTS	05/19/2022	Regular	0.00	4,749.00	12618
VEN01048	Minnesota Life Insurance	05/19/2022	Regular	0.00	851.96	12619
001489	NAPA AUTO PARTS	05/19/2022	Regular	0.00	90.43	12620
000026	NATIONWIDE RETIREMENT SOLUTION	05/19/2022	Regular	0.00	1,520.08	12621
000009	OPERATING ENGINEERS LOCAL 3	05/19/2022	Regular	0.00	600.00	12622
002341	PATRICK PORTERFIELD	05/19/2022	Regular	0.00	194.58	12623
001843	PG&E CFM	05/19/2022	Regular	0.00	4,591.80	12624
	Void	05/19/2022	Regular	0.00	0.00	12625
001538	REGIONAL GOVERNMENT SERVICES	05/19/2022	Regular	0.00	431.50	12626
VEN01282	SALVATORE GERVASI	05/19/2022	Regular	0.00	100.00	12627
002273	STACEY MATTINA	05/19/2022	Regular	0.00	60.00	12628
002277	STANLEY A ARCHACKI	05/19/2022	Regular	0.00	60.00	12629
001540	US BANK CORPORATE PMT. SYSTEM	05/19/2022	Regular	0.00	4,920.23	12630
	Void	05/19/2022	Regular	0.00	0.00	12631
000708	VALIC LOCKBOX	05/19/2022	Regular	0.00	395.00	12632
2417	VAN LANT & FANKHANEL, LLP	05/19/2022	Regular	0.00	16,150.00	12633

Check Register

Packet: APPKT01343

Section G, Item 9

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002278	VICTORIA CAROL BRANDON	05/19/2022	Regular	0.00	60.00	12634

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	43	0.00	165,909.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	87	45	0.00	165,909.66

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2022	165,909.66
			<u>165,909.66</u>



Clearlake, CA

Check Register

Packet: APPKT01350 - 5/25/22 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001435	ARGONAUT CONSTRUCTORS	05/25/2022	Regular	0.00	428,534.05	12635
001775	JONES & MAYER	05/25/2022	Regular	0.00	16,458.68	12636
002281	MENDO LAKE INTERIORS	05/25/2022	Regular	0.00	4,749.00	12637

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	3	0.00	449,741.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	15	3	0.00	449,741.73

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2022	449,741.73
			<u>449,741.73</u>



Clearlake, CA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
VEN01085	ACC BUSINESS	05/25/2022	Regular	0.00	603.58	12638
001138	ADVENTIST HEALTH	05/25/2022	Regular	0.00	462.10	12639
002254	AMERICAN PACE SETTER SYSTEMS	05/25/2022	Regular	0.00	962.81	12640
000101	AMERIGAS	05/25/2022	Regular	0.00	1,674.09	12641
000189	ANIMAL HOSPITAL LAKE COUNTY	05/25/2022	Regular	0.00	792.76	12642
000085	ARAMARK UNIFORM SERVICES	05/25/2022	Regular	0.00	49.31	12643
001397	AT&T CALNET 3	05/25/2022	Regular	0.00	193.83	12644
001397	AT&T CALNET 3	05/25/2022	Regular	0.00	22.43	12645
001397	AT&T CALNET 3	05/25/2022	Regular	0.00	601.33	12646
001397	AT&T CALNET 3	05/25/2022	Regular	0.00	128.41	12647
001397	AT&T CALNET 3	05/25/2022	Regular	0.00	51.21	12648
001397	AT&T CALNET 3	05/25/2022	Regular	0.00	43.18	12649
002162	CALIFORNIA ENGINEERING	05/25/2022	Regular	0.00	8,965.00	12650
001811	CALIFORNIA EXTERMINATORS ALLIA	05/25/2022	Regular	0.00	100.00	12651
002022	CARREKER PLUMBING	05/25/2022	Regular	0.00	550.00	12652
000548	COMPUTER LOGISTICS	05/25/2022	Regular	0.00	450.00	12653
001744	DC ELECTRIC	05/25/2022	Regular	0.00	9,980.00	12654
002392	DE LAGE LANDEN PUBLIC FINANCE	05/25/2022	Regular	0.00	829.68	12655
VEN01254	ESS ENVIRONMENTAL INC.	05/25/2022	Regular	0.00	2,560.00	12656
000120	FED EX	05/25/2022	Regular	0.00	199.40	12657
000096	GOLDEN STATE WATER COMPANY	05/25/2022	Regular	0.00	361.11	12658
VEN01053	HIGH COUNTRY SECURITY	05/25/2022	Regular	0.00	1,046.00	12659
000121	HIGHLANDS WATER COMPANY	05/25/2022	Regular	0.00	75.00	12660
000995	INTERNATIONAL CODE COUNCIL.INC	05/25/2022	Regular	0.00	145.00	12661
000158	LAKE COUNTY SPECIAL DISTRICTS	05/25/2022	Regular	0.00	137.58	12662
000158	LAKE COUNTY SPECIAL DISTRICTS	05/25/2022	Regular	0.00	85.80	12663
000158	LAKE COUNTY SPECIAL DISTRICTS	05/25/2022	Regular	0.00	17.74	12664
000158	LAKE COUNTY SPECIAL DISTRICTS	05/25/2022	Regular	0.00	137.58	12665
000793	MEDIACOM	05/25/2022	Regular	0.00	650.00	12666
001715	MIDDLETOWN ANIMAL HOSPITAL	05/25/2022	Regular	0.00	2,341.96	12667
VEN01191	NORTH BAY ANIMAL SERVICES	05/25/2022	Regular	0.00	11,486.00	12668
001392	OFFICE DEPOT	05/25/2022	Regular	0.00	99.93	12669
001836	PAK N MAIL	05/25/2022	Regular	0.00	152.28	12670
002242	PARODI INVESTIGATIVE SOLUTIONS, L	05/25/2022	Regular	0.00	1,400.00	12671
001843	PG&E CFM	05/25/2022	Regular	0.00	52.86	12672
001536	PRECISION WIRELESS SERVICES	05/25/2022	Regular	0.00	16,001.03	12673
002374	PREDATOR PEST & WEED	05/25/2022	Regular	0.00	80.00	12674
001553	QUALIFICATION TARGETS INC.	05/25/2022	Regular	0.00	1,691.91	12675
002031	REDWOOD COAST FUELS	05/25/2022	Regular	0.00	1,977.64	12676
000506	SIGNS OF RANDY HARE	05/25/2022	Regular	0.00	275.00	12677
000099	U.S. CELLULAR	05/25/2022	Regular	0.00	1,839.30	12678
001723	VALLEY TOXICOLOGY SERVICE	05/25/2022	Regular	0.00	85.00	12679

Check Register

Packet: APPKT01358

Section G, Item 9

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002264	WEX BANK	05/25/2022	Regular	0.00	12,290.87	12680

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	60	43	0.00	81,648.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	60	43	0.00	81,648.71

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2022	81,648.71
			<hr/>
			81,648.71

CITY OF CLEARLAKE

City Council



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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

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

BACKGROUND/DISCUSSION:

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

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

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

Subsequent Remote Meetings

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

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

OPTIONS:

1. Move to adopt the attached resolution to allow ongoing teleconferencing of public meetings
2. Other direction

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

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

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

STRATEGIC PLAN IMPACT:

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

SUGGESTED ACTIONS:

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

- Attachments:** 1) Resolution No. 2022-34

RESOLUTION NO. 2022-34

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this 27th day of May, 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:

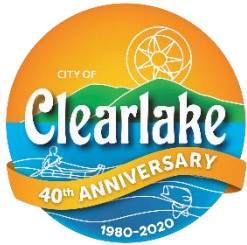
Dirk Slooten, Mayor

ATTEST:

Melissa Swanson, City Clerk

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Authorizing Execution of the Clean California Restricted Grant Agreement; Resolution No. 2022-33	MEETING DATE: June 2, 2022
SUBMITTED BY: Kelcey Young, Director of Finance	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider adoption of a resolution authorizing authority to the City Manager to execute the Restricted Grant Authority Agreement for the the Clean California Grant award through the California Transportation Department (Cal-Trans).

BACKGROUND/DISCUSSION:

Cal- Trans has awarded \$1.56 Million to the City of Clearlake for the following projects including:

- Wayfinding signage including Welcome Signs along Highway 53, and throughout the City
- 8 Murals painted by local Artists on local businesses
- Shade structures in Austin Park
- Community Outreach and clean up
- Education Programs

This grant will be included in the 2022-2023 Fiscal Budget.

OPTIONS:

1. Move to adopt Resolution No. 2022-33
2. Other direction

FISCAL IMPACT:

None \$1,560,000 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: 351

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 adopt Resolution No. 2022- 33

- Attachments:** 1) Resolution No. 2022-33
2)

RESOLUTION NO. 2022-33

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FOR THE CLEAN CALIFORNIA GRANT THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO COMPLETE THE CLEAN CALIFORNIA GRANT PROJECT

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

WHEREAS, the City of Clearlake is eligible to receive State funding for certain transportation related work through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program;

WHEREAS, the City Council of the City of Clearlake wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED the City Council, shall authorize the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Clearlake held on June 2, 2022 by the following vote:

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

Dirk Slooten, Mayor
City Council

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 2nd day of June 2, 2022

By: Melissa Swanson
City Clerk of the City of Clearlake, State of California

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Authorization of Amendment to the Operating Engineers Public Trust Agreement	MEETING DATE: June 2, 2022
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Manager to sign an amendment to the Operating Engineers Public Trust Agreement.

BACKGROUND/DISCUSSION:

Operating Engineers Public Trust (OE3) has been providing benefits for City employees since at least 1998. The original agreement for services was generated between the OE3 Public Health and Welfare Fund and the IEDA, with no signoff by individual agencies who utilize the benefits. Recently, OE3 has asked the City to update the agreement to formalize the Trust Agreement, identify the plans provided to the individual agencies, the pricing and dates of the benefit plans, and defines the default obligations for agencies who do not pay premiums in a timely manner.

OPTIONS:

1. Move to authorize the City Manager to sign the amendment.
2. Other direction

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

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

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

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: 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 sign the amendment.

- Attachments:** 1) Proposed amendment
2)Original agreement/amendments

City of Clearlake - OE3 Model Contract Language

Section: 6.1 Health Care Benefits

For those employees that select health and welfare benefits through the Operating Engineers Public & Miscellaneous Employees Health and Welfare Trust Fund ("Trust Fund"), the Employer agrees to contribute to the Trust Fund, at its respective office in Alameda, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employee and his/her dependents with health and welfare benefits as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon Individual Employers by that certain Trust Agreement referred to for convenience as the "Operating Engineers Public and Miscellaneous Employees Health and Welfare Trust Agreement ("Trust Agreement") as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto. The Employer further agrees that (s)he or it does irrevocably designate and appoint the Employer Trustees in the Trust Agreement as his/her or its attorneys-in-fact for the selection, removal and substitution of trustees, as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreement, and further consents to be bound by the acts and determinations of the Trustees acting pursuant to the authority conferred upon them.

Effective November 1, 2021, the monthly contributions per eligible employee and plans offered shall be as follows:

Anthem A	Single	\$893
(includes dental/vision)	Two-Party	\$1,786
	Family	\$2,411
Kaiser A	Single	\$947
(includes dental/vision)	Two-Party	\$1,894
	Family	\$2,470

The above contribution shall be made on or before the fifteenth (15th) day of the month following the month in which an employee works or is paid by the Employer.

In the event that the Trustees of the Trust Fund determine that current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of

the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the Employer shall pay, in addition to the amounts due as contributions, such additional interest, liquidated damages and/or attorney's fees as are set forth in the Trust Agreement or the Trust Fund's policies to which the Employer is bound.

City of Clearlake

Operating Engineers Local Union No. 3

for the Employer

for the Union

Print Name

Print Name

Dated: _____, 2022

Dated: _____, 2022

**TRUST AGREEMENT
OPERATING ENGINEERS PUBLIC AND MISCELLANEOUS EMPLOYEES
HEALTH AND WELFARE TRUST FUND**

THIS TRUST AGREEMENT is made effective September 1, 1998, by and between Operating Engineers Local Union No. 3 of the International Union of Operating Engineers (hereinafter referred to as "Union") and IEDA, a California Nonprofit Corporation (hereinafter referred to as the "Employer").

RECITALS:

1. The Employer is a representative of parties to collective bargaining agreements with the Union, which provide that each individual employer shall pay contributions under the terms of various collective bargaining agreements to the Operating Engineers Public and Miscellaneous Employees Health and Welfare Trust Fund, or its predecessor in interest, the Operating Engineers Public Employees Health and Welfare Trust Fund (hereinafter "Trust Fund" or "Fund") at rates specified from time to time in said Agreements.

2. The parties have agreed that such contributions shall be payable to and be deposited in the Trust Fund created and established by this trust agreement.

3. The purpose of this Trust Agreement is to provide for the establishment of such Trust Fund and for the maintenance of Health and Welfare Plans in accordance with the terms of various collective bargaining agreements and subscriber agreements.

PROVISIONS:

In consideration of the foregoing, and of the mutual promises hereinafter provided, the parties agree as follows:

ARTICLE I.
DEFINITIONS

Section 1. "Board of Trustees" means the Board of Trustees established by this Trust Agreement in Article III.

Section 2. "Collective Bargaining Agreements" includes any collective bargaining agreement between the Union, or any of its affiliated local unions, and any employer organization or individual employer which provides for the making of employer contributions to the Fund, and any extension or renewal of any of said agreements which provides for the making of employer contributions to the Fund.

Section 3. "Code" means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements, or replaces such section of subsection.

Section 4. "Employee" means any employee of a contributing employer for whom the contributing employer makes contributions to the Fund.

Section 5. "Individual Employer" means any employer who is required by any of the collective bargaining agreements to make contributions to the Fund, or who does in fact make one or more contributions to the Fund.

Section 6. "Subscriber Agreement" means any written agreement between the Fund and an employer which provides for the making of employer contributions to the Fund.

Section 7. "Health and Welfare Plan" or "Plan" mean the Health and Welfare Plan established pursuant to this Trust Agreement, and any amendments to or modifications of the Plan pursuant to such Agreement.

Section 8. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any valid regulation issued consistent with the Act.

Section 9. "Signatory Association" means any employer organization, other than the Employer, which signs this agreement on behalf of its members or executes on behalf of such members a written acceptance of any agreement to be bound by the terms of this Agreement.

Section 10. "Trust Fund" means the trust estate of the Operating Engineers Public Employees Health and Welfare Trust Fund created by this Agreement.

Section 11. "Trustee" means the designated trustee acting at any time under this Trust Agreement.

**ARTICLE II.
TRUST FUND**

Section 1. There is hereby created the Operating Engineers Public Employees Health and Welfare Trust Fund which shall consist of all contributions required by the collective bargaining agreements, memorandums of understanding, or subscriber agreements to be made for the establishment and maintenance of the Health and Welfare Plan, and all interest, income and other returns thereon of any kind whatsoever.

Section 2. The Trust Fund shall have its principal office in the City and County of Alameda, State of California, or at such other place as the Board of Trustees may from time to time designate.

Section 3. Contributions to the Trust Fund shall not constitute or be deemed to be wages due to the employees with respect to whose work such payments are made and no employee shall be entitled to receive any part of the contributions made or required to be made into the Trust Fund in lieu of the benefits or any of them provided by the Health and Welfare Plan.

Section 4. Neither the Employer, any signatory association, any individual employer, the Union, any beneficiary of the Health and Welfare Plan, nor any other person shall have any right, title, or interest in the Trust Fund other than as specifically provided in this agreement, and no part of the Trust Fund shall revert to the Union, the Employer, any signatory association, any individual employer, any beneficiary, or any Employee, except for such contributions, if any, as may be returned to an Individual Employer, as paid by a mistake of fact, within one year of the payment thereof or as may otherwise be permitted by ERISA. Neither the Trust Fund nor any contributions to the Trust Fund shall be in any manner liable for or subject to the debts, contracts, or liabilities of the Employer, any signatory association, any individual employer, the Union, any beneficiary, or any Employee. No part of the Trust Fund, nor any benefits payable in accordance with the Health and Welfare Plan, shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person; provided, however, that the Board of Trustees shall establish a procedure whereby any Employee may direct that benefits due him be paid to an institution in which he is hospitalized, in consideration for medical or hospital services rendered or to be rendered, and may establish a procedure whereby an Employee may direct that any such benefits be paid to any other person, entity, or institution furnishing services or supplies for which such benefits are payable.

Section 5. The Employer's liability to the Trust Fund or with respect to the Health and Welfare Plan, shall be limited to the payments or contributions required by the collective bargaining agreements or memorandums of understanding, and in no event shall the Employer be liable or responsible for any portion of the contributions due from other Employers. The basis on which payments or contributions are made to the Trust Fund shall be specified in the collective bargaining agreements, memorandums of understanding, and in this Trust Agreement, and the Employers shall not be required to make any further payments or contributions to the cost of operation of the Trust Fund or of the Plan, except as may be provided in such Agreements or in ERISA.

Section 6. Neither the Employer, any signatory association, any individual employer, the Union, nor an Employee shall be liable or responsible for any debts, liabilities, or obligations of the Trust Fund or the Board of Trustees.

Section 7. Contributions to the Trust Fund shall be payable in the City of Alameda, State of California, in regular monthly installments starting on or before the effective date of a collective bargaining agreement, and continuing from month to month thereafter subject to the

provisions of the collective bargaining agreements. Each monthly contribution shall be accompanied by a report in a form prescribed by the Board of Trustees which shall provide the due dates for any contributions to the Trust Fund.

Section 8. Each contribution to the Trust Fund shall be made promptly, and in any event on before the 25th day of the calendar month in which it becomes payable, on which date of said contribution, if not then paid in full, shall be delinquent. The Board of Trustees, in its discretion, may establish an earlier contribution due date. Unless otherwise notified by the Board of Trustees, if any Employer fails to make his or its monthly contribution in full on or before the 25th day of the month on four occasions within any twelve-month period, the Board of Trustees may provide by resolution that thereafter during the twelve-month period immediately following such resolution the 15th day of the month shall be the delinquency date for such Employer. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance in effect of the Health and Welfare Plan, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Trust Fund and to the Health and Welfare Plan which would result from the failure of an Employer to pay such monthly contributions in full within the time above provided. Therefore, the amount of damage to the Trust Fund and Health and Welfare Plan resulting from any such failure shall be presumed to be the sum of \$20 per delinquency or 10% of the amount of the contribution or contributions due, whichever is greater, which amount shall become due and payable to the Trust Fund as liquidated damages and not as a penalty, in the City of Alameda, State of California, upon the day immediately following the date on which the contribution or contributions become delinquent. Said delinquent contribution or contributions shall be increased by the amount of said liquidated damages and such contributions, as thus increased, shall be the payments specified in this Trust Agreement and the Health and Welfare Plan pursuant to ERISA as required to be made to the Fund.

ARTICLE III.
BOARD OF TRUSTEES

Section 1. The Trust Fund shall be administered by a Board of Trustees which shall consist of six (6) Trustees. Three Trustees representing the individual employer shall be appointed in writing by the Employer, who are hereby irrevocably designated by each individual employer as his or its attorneys in fact for the purpose of appointing and removing trustees and successor trustees. Three Trustees representing the employees shall be appointed by the Union by an instrument in writing signed by the Executive Officer of the Union. The Employer and the Union expressly designate the Trustees jointly as named fiduciaries, who shall have exclusive authority and discretion acting as the Board of Trustees as herein provided, to control and manage the operation and administration of the Trust Fund and the Health and Welfare Plan. Each of the Trustees expressly accepts designation as a fiduciary and as Trustee by written acceptance and signature of this Trust Agreement and assumes the duties, responsibilities, and obligations of the Trustees as created and established by this Trust Agreement and under

applicable law. Any Trustee named hereafter shall do likewise by signing the Trust Agreement or a written acceptance thereof, in a form approved by and filed with the Board of Trustees.

Section 2. The Board of Trustees shall select one of their number to act as Chairman of the Board of Trustees and one to act as Secretary, to serve for such period as the Board of Trustees shall determine. When the Chairman is selected from among the Employer Trustees, the Secretary shall be selected from among the Employee Trustees, and vice versa.

Section 3. Each Trustee shall serve until his death, resignation, or removal from office.

Section 4. A Trustee may resign at any time by serving written notice of such resignation upon the Chairman of the Board of Trustees, at least 30 days prior to the date on which such resignation is to be effective. The Secretary shall promptly notify in writing the Chairman and Secretary of the Board, and the Employer and the Union of such resignation.

Section 5. Any Employer Trustee may be removed from office at any time, for any reason, by a writing signed by the Employer and served on the Secretary of the Board of Trustees. Any Employee Trustee may be removed from office at any time, for any reason, by an instrument in writing signed by the Executive Officer of the Union and served on the Secretary of the Board of Trustees. The Secretary shall promptly notify in writing the Chairman and Secretary of the Board, the Trustee being removed, and the Union.

Section 6. If any Trustee dies, resigns, or is removed from office, a successor Trustee shall be appointed forthwith by an instrument in writing signed by the appropriate Executive Officer of the Union, or the Employer, as the case may be.

ARTICLE IV.
FUNCTIONS AND POWERS OF BOARD OF TRUSTEES

Section 1. The Board of Trustees acting jointly shall have the power to control and manage the assets, operations, and administration of the Fund and the Plan as a fiduciary and shall exercise such authority with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent Board acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that the Board may:

- (a) appoint an investment manager or managers (as defined in ERISA) to manage (including the power to acquire and dispose of) any assets of the Fund,
- (b) enter into an agreement allocating among Trustees such specific responsibilities, obligations, or duties as the Board shall determine, after receiving and considering the written reports and recommendations of the consultant-actuary, legal counsel and the qualified public accountant engaged by the Fund, may be properly so allocated,

(c) designate, pursuant to the same procedure, persons other than named fiduciaries to carry out fiduciary responsibilities (other than trustee responsibilities) under this Trust Agreement or the Plan,

(d) employ one or more persons to render advice with regard to any responsibility the Board has under this Trust Agreement or Plan, or

(e) do any one or more of the foregoing.

Any person or entity so appointed, designated, or employed shall act solely in the interests of the participants and beneficiaries of the Trust Fund and Plan.

Section 2. All contributions to the Plan or the Trust Fund shall be due and payable at the City of Alameda, State of California, and shall be paid to, received, and held subject to the trust established by this Trust Agreement and all the terms and provisions hereof. The acceptance and cashing of any checks for such contributions, and the disposition of the moneys covered thereby in accordance with this Trust Agreement, shall not release or discharge the Employer from his or its obligations under the collective bargaining agreement or memorandum of understanding for hours worked under said Agreements for which no contribution has actually been received, notwithstanding any statement, restriction, or qualification appearing on the check or any attachment thereto.

Section 3. The Board of Trustees shall have the power, in the name of the Trust Fund, in the name of its joint delinquency committee or jointly with other funds, or otherwise as in its discretion may be deemed necessary or desirable, to demand and enforce, by suit in court or otherwise, the prompt payment of contributions to the Trust Fund, including payments due to delinquencies as provided in Section 8 of Article II without being limited or restricted by any grievance or arbitration procedures provided in a Collective Bargaining Agreement, Memorandum of Understanding, and to assert and enforce all priorities, lien rights, and other claims or rights with respect to any contributions or payments belonging to the Trust Fund, this Trust or any of its beneficiaries, including the right to file priority and other claims in bankruptcy. If any Employer defaults in the making of such contributions or payments and if the Board consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Employer who is in default, reasonable attorneys' fees, court costs, and all other reasonable expenses incurred in connection with such suit or claim, including any and all appellate proceedings therein.

Section 4. The Board of Trustees shall establish the Health and Welfare Plan, which shall consist of (a) the benefits provided by and the other terms and conditions of the contracts and insurance policies entered into pursuant to the provisions of this section and, in the alternative or in combination, (b) such written statement of benefits and rules and regulations as may be established by the Board pursuant to this section to govern the direct payment of benefits. The

Board shall promptly use the moneys available in the Trust Fund first to provide the benefits specified in the Plan. The Board shall have power to enter into contracts and procure insurance policies necessary to place into effect and maintain all or any part of the Plan, to terminate, modify, or renew any such contracts or policies subject to the provisions of the Plan, and to exercise and claim all rights and benefits granted to the Board or the Trust Fund by any such contracts or policies. Any such contract may be executed in the name of the Trust Fund, and any such policy may be procured in such name. If, after reviewing the matter, the Board deems it advisable to do so, the Board shall also have power (c) to provide for the direct payment out of the Trust Fund of all or any part of the benefits to be furnished under the Plan, and (d) to provide for contributions by Employees to the Trust Fund to defray all or any part of the cost of any such benefits, but only to the extent that such payment or contribution is permitted by any applicable laws and regulations and subject to the terms and conditions of any such law or regulation. In the event that the Board elects to provide for the direct payment of any benefit or benefits the detailed basis on which such payments are to be made shall be set forth in a written statement, which statement, and any amendment, or modification thereof, shall be signed on behalf of the Board by the Chairman and Secretary thereof, and when so signed shall be a part of this Agreement for all purposes of the Labor Management Relations Act, as amended, or of any other law or regulation. An accurate summary of such benefit or benefits, and the terms and conditions of the payment thereof, shall be printed and made available to each active or retired employee who is eligible for any such benefit or benefits.

Section 5. The Board of Trustees shall have power:

- (a) To pay out of the Trust Fund the reasonable expenses incurred in the establishment of the Trust Fund and the Health and Welfare Plan.
- (b) To establish and accumulate such reserve funds as may be adequate to provide for administration expenses and other obligations of the Trust Fund, including the maintenance in effect of the Health and Welfare Plan.
- (c) To provide a procedure for establishing and carrying out the funding policy and method consistent with the objectives of the Health and Welfare Plan and the requirements of ERISA in adopting a plan of benefits and in amending the plan.
- (d) To employ such executive, consultant, corporate custodian or co-trustee, accounting, administrative, clerical, secretarial and legal personnel and other employees and assistants, as may be necessary, in connection with the administration of the Trust Fund and the Health and Welfare Plan, and to pay or cause to be paid, out of the Trust Fund, the compensation and necessary expenses of such personnel and assistants and the cost of office space, furnishings and supplies and other essentials required in such administration. If the Board is unable to agree upon the employment of either a consultant or an attorney pursuant to this clause, the Trustees may each select either a consultant or an attorney, or both, as the case may require, who shall be directed to act jointly with each other in connection with the administration of the Trust Fund, and the reasonable cost of such advice or services shall be paid from the Trust Fund.

(e) To incur and pay out of the Trust Fund any other expenses reasonably incidental to the administration of the Trust Fund or the Health and Welfare Plan.

(f) To compromise, settle, or release claims or demands in favor of or against the Trust Fund on such terms and conditions as the Board may deem desirable, including the power to continue, maintain, and from time to time modify or revoke, in whole or in part, a policy and procedure for the waiver of all or any part of the liquidated damages portion of any contribution or contributions upon such terms and conditions as the Board determines would be in the interests of the Trust Fund and its participants and beneficiaries; provided, however, that this clause shall not excuse any violation of any of the collective bargaining agreements or memorandums of understanding.

(g) If no investment manager is designated and appointed by the Board, to invest and reinvest or cause to be invested and reinvested the assets of the Trust Fund, in accordance with all applicable laws. Investments may be made with a bank or other fiduciary to the fullest extent permitted by law. No indicia of ownership shall be maintained outside the jurisdiction of the district courts of the United States, except to the extent permitted by law.

(h) To purchase, exchange, lease, mortgage or otherwise hypothecate, or otherwise acquire, or cause to be purchased, exchanged, leased, mortgaged or otherwise hypothecated, or otherwise acquired, any property, real, personal or mixed, on such terms as it may deem proper, and to execute and deliver or cause to be executed and delivered, any and all instruments in connection therewith.

(i) To sell, exchange, lease, convey, or otherwise dispose of or to cause to be sold exchanged, leased, conveyed, or otherwise disposed of, any property of any kind forming a part of the Trust Fund upon such terms as it may deem proper, and to execute and deliver or cause to be executed and delivered, any and all instruments of conveyance or transfer in connection therewith.

(j) To borrow money, and to encumber or hypothecate real or personal property by mortgage, deed of trust (with power of sale), contract of sale, security Agreement, pledge or otherwise; to borrow money on the credit of the trust estate; and to purchase real or personal property subject to, and assume the obligation secured by, mortgage, deed of trust (with power of sale), contract of sale, security Agreement, pledge or otherwise.

(k) To construe the provisions of this Trust Agreement and the Plan and any such construction adopted by the Board of Trustees in good faith which shall be binding upon any and all parties or persons affected thereby.

(l) To pay or cause to be paid any and all real or personal property taxes, income taxes, or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Trust Fund or the Plan.

(m) To maintain or cause to be maintained, on a current basis, all actuarial data, records and information in connection with the administration of the Plan and to cause the books and records to be checked and evaluated annually, or more often if the Board so determines, by the Trust Fund consultant-actuary or consultant-actuaries as the case may be, whose reports shall be available for inspection by interested persons at reasonable times and upon proper notice, at such place or places as may be designated by the Board; and the Board shall have the right to rely upon all such reports and records.

(n) To prepare or cause to be prepared such reports, descriptions, summaries and other information as are or may be required by law or as the Board in its discretion deems necessary or advisable, and to file and furnish such reports, descriptions, summaries and information to participants and their beneficiaries, Unions, the Employers, the Trustees, or other persons or entities, including government agencies, as required by law.

(o) To maintain or cause to be maintained such bank account or bank accounts as may be necessary or advisable in the administration of the Trust Fund or the Plan, and to designate the person or persons authorized to sign checks and withdrawal orders on any such accounts.

(p) With or without any of the contracts or policies mentioned in Section 4 of this Article, to pay or cause to be paid all or any part of the benefits provided in the Plan to the persons entitled thereto under the Plan, and in accordance with the terms and provisions of the Plan, which shall be the basis on which payments are made from the Plan.

(q) To adopt and prescribe reasonable rules and procedures, which shall not be inconsistent with the provisions of this Trust Agreement or of the Plan, governing the reporting of contributions, the entitlement to benefits, the method of applying for benefits, and any and all other matters in connection with the Fund and the Plan.

(r) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan.

Section 6. The Board of Trustees shall engage an independent qualified public accountant on behalf of all Plan participants as required by ERISA.

Section 7. The Board of Trustees shall provide at the expense of the Trust Fund, when and to the extent permissible by applicable law, insurance and bonding protection for the Trust Fund and for each Trustee, former Trustee or estate of a deceased Trustee or former Trustee, and all other persons who handle funds or other property of the Fund for any purpose whatsoever. The protection shall be from such companies as the Board shall determine.

Section 8. All checks, drafts, vouchers, or other withdrawals of money from the Trust Fund shall be authorized in writing or countersigned by at least one Employer Trustee and one Employee Trustee.

Section 9. The Board of Trustees shall maintain suitable and adequate records of and for the administration of the Fund and the Health and Welfare Plan. The Board may require the Employers, any signatory association, any individual employer, the Union, any employee or any other beneficiary under the Health and Welfare Plan to submit to it any information, data, report, or documents reasonably relevant to and suitable for the purposes of such administration; provided, however, that the Union shall not be required to submit lists of membership. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board for any such information, data, report, or documents. Upon request in writing from the Board, any Individual Employer will permit a Trust Fund Auditor to enter upon the premises of such Individual Employer during business hours, at a reasonable time or times, not less than two (2) working days after such request, and to examine and copy such books, records, papers, or reports of such Individual Employer as may be necessary to determine whether the Individual Employer is making full and prompt payment of all sums required to be paid by him or it to the Fund.

Section 10. The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Trust Fund, shall be audited at least once each year by an independent qualified public accountant engaged by the Board of Trustees on behalf of all Plan participants who shall conduct such an examination of any financial statements of the Trust Fund and Plan, and of the books and records of the Trust Fund and Plan, as may be required by ERISA. The Board of Trustees shall also make all other reports required by law. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Trust Fund and at such other suitable place as the Board may designate from time to time. Copies of such statement shall be delivered to the Employers, the Union, and each Trustee within five days after the statement is prepared.

Section 11. The Board of Trustees may coordinate its activities in the administration of the Trust Fund and the Health and Welfare Plan with the administrative activities of the boards of trustees of other trust funds and health and welfare plans to such extent as may be necessary or desirable to minimize administrative costs, eliminate unnecessary bookkeeping and other expenses for the Employers and avoid or eliminate duplicating Employer contributions or insurance coverage with relation to the same Employee. The Board may agree to exercise and exercise any of its functions and powers jointly with any one or more of the board of trustees of such other trust funds, and it may agree to join with and join with any one or more of said boards in establishing a joint office or joint administrative personnel.

ARTICLE V.
PROCEDURE OF BOARD OF TRUSTEES

Section 1. The Board of Trustees shall determine the time and place of its regular periodic meetings. The Chairman, or any two (2) members of the Board of Trustees, may call a special meeting of the Board of Trustees by giving written notice to all other Trustees of the time

and place of such meeting at least five days before the date set for the meeting. Any such notice of special meeting shall be sufficient if sent by ordinary mail or by electronic mail addressed to the Trustee at his address as shown in the records of the Board of Trustees. Any meeting at which all Trustees are present, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the giving of any notice.

Section 2. The Board shall appoint a secretary who shall keep minutes of records of all meetings, proceedings, and acts of the Board. Such minutes need not be verbatim.

Section 3. The Board shall not take any action or make any decision on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Trust Agreement, except upon the vote of a majority of all of the Trustees at a meeting of the Board duly and regularly called or except by the signed concurrence of all Trustees without a meeting, as provided in Section 5 of this Article. In the event of the absence of any Employer Trustee from a meeting of the Board, the Employer Trustees present at such meeting may vote on behalf of such absent Trustee and if such Employer Trustees cannot all agree as to how the vote of such absent Employer Trustee shall be cast, then it shall be cast as the majority of them shall determine or, in the absence of such majority determination, it shall be cast as the Employer Trustee Chairman or Secretary of the Board shall determine. In the event of the absence of any Employee Trustee from a meeting of the Board, the Employee Trustees present at such meeting may vote on behalf of such absent Trustee pursuant to the same method and in the same manner as above provided for Employer Trustees to cast the vote of any absent Employer Trustee.

Section 4. All meetings of the Board of Trustees shall be held at the principal office of the Trust Fund, unless another place is designated from time to time by the Board of Trustees, and all business may be conducted upon the attendance of one Employer Trustee and One Union Trustee.

Section 5. Upon any matter which may properly come before the Board of Trustees, the Board of Trustees may act in writing without a meeting, provided such action has the affirmative concurrence in writing of all Trustees

ARTICLE VI.
GENERAL PROVISIONS APPLICABLE TO TRUSTEES

Section 1. The provisions of this Article are subject to and qualified by the provisions of ERISA to the extent that such provisions are constitutionally applicable. In order to induce experienced, competent, and qualified persons and entities to serve as fiduciaries, to deal with the Trust Fund and the Board of Trustees and to participate in other ways in the administration and operation of the Trust Fund and Plan and thus to further the interests of the participants and beneficiaries of the Plan, it is the intent and purpose of the parties to provide herein for the maximum permissible protection and indemnification of such persons or entities from and

against personal liability, loss, cost, or expense as a result of such service, dealing, or participation, and the provisions of this Article shall be liberally construed and applied to accomplish this objective.

Section 2. No party who has verified that he or it is dealing with the duly appointed Trustees, or any of them, shall be obligated to see to the application of any moneys or property of the Trust Fund, or to see that terms of this Trust Agreement have been complied with, or to inquire as to the necessity or expedience of any act of the trustees. Every instrument executed by the Board of Trustees or by its direction shall be conclusive in favor of every person who relies on it, that (a) at the time of the delivery of the instrument this Trust Agreement was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Trust Agreement, and (c) the Board was duly authorized to execute the instrument or direct its execution.

Section 3. The duties, responsibilities, liabilities, and disabilities of any Trustee under this Agreement shall be determined solely by the express provisions of the Agreement and no further duties, responsibilities, liabilities, or disabilities shall be implied or imposed.

Section 4. The Trustees shall incur no liability, either collectively or individually, in acting upon any papers, documents, data, or information believed by them to be genuine and accurate and to have been made, executed, delivered, or assembled by the proper parties. The Trustees may delegate any of their ministerial powers or duties to any of their agents or employees. No Trustee shall incur any liability for simple negligence, oversight, or carelessness in connection with the performance of his duties as such Trustee. No Trustee shall be liable for the act or omission of any other Trustee. The Trust Fund shall exonerate, reimburse, and hold harmless the trustees, individually and collectively, against any and all liabilities and reasonable expenses arising out of their trusteeship, except (as to the individual Trustee or Trustees directly involved) for expenses or liabilities arising out of willful misconduct or gross negligence. No expense shall be deemed reasonable under this section unless and until approved by the Board of Trustees.

Section 5. (a) Except as otherwise provided in Sub-Section (b) of this Section, upon request of a Trustee or former Trustee, or the legal representative of a deceased Trustee or former Trustee, the Board of Trustees shall provide for the defense of any civil action or proceeding brought against the Trustee, former Trustee, or estate of a deceased Trustee or former Trustee, in his or her capacity as such Trustee or former Trustee or in his or her individual capacity or in both, on account of any act or omission in the scope of his or her service or duties as a Trustee of the Fund. For the purposes of this Section, a cross-action, counterclaim, cross-complaint, or administrative or arbitration proceeding against a Trustee or former Trustee or estate shall be deemed to be a civil action or proceeding brought against him or her or it.

(b) The Board of Trustees may refuse to provide for the defense of a civil action or proceeding brought against a Trustee or former Trustee or estate if the Board determines that:

(1) The act or omission was not within the scope of his or her service as a Trustee of the Fund; or

(2) He or she acted or failed to act in breach of his or her fiduciary duty because of willful misconduct or gross negligence; or

(3) The defense of the action or proceeding by the Board would create a conflict of interest between the Board or Trust Fund and the Trustee, former Trustee, or estate.

(c) The Board of Trustees may provide for the defense of a criminal action brought against a Trustee or former Trustee if:

(1) The criminal action or proceeding is brought on account of an act or omission in the scope of his or her services or duties as a Trustee or Former Trustee; and

(2) The Board determines that such defense would be in the best interests of the Fund and its participants and beneficiaries and that the Trustee or former Trustee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the Fund and its participants and beneficiaries.

(d) The Board may provide for a defense pursuant to this section by Trust Fund counsel or by employing other counsel for such purpose or by purchasing insurance which requires that the insurer provide the defense. All of the expenses of providing a defense pursuant to this Section are proper charges against the Trust Fund. The Trust Fund shall have no right to recover such expenses from the Trustee, former Trustee, or estate.

(e) If after request, the Board fails or refuses to provide a Trustee, former Trustee, or estate with a defense against a civil action or proceeding brought against him or her or it and the Trustee or former Trustee or legal representative retains his or her own counsel to defend the action or proceeding, he or she shall be entitled to recover from the Trust Fund such reasonable attorneys fees, costs, and expenses as are necessarily incurred by him or her in defending the action or proceeding if the action or proceeding arose out of an act or omission in the scope of his or her service or duties as a Trustee of the Trust Fund, unless the Board establishes that the Trustee or former Trustee acted or failed to act in breach of his or her fiduciary duty because of willful misconduct or gross negligence.

Section 6. Neither the Employers, the Union, nor any of the Trustees shall be responsible or liable for:

(a) The validity of this Trust Agreement or the Health and Welfare Plan.

(b) The form, validity, sufficiency, or effect of any contract or policy for Health and Welfare benefits which may be entered into.

(c) Any delay occasioned by any restriction or provision in this Trust Agreement, the Health and Welfare Plan, the rules and procedures of the Board of Trustees issued hereunder, any contract or policy procured in the course of the administration of the Trust Fund, or by any other proper procedure in such administration; provided, however, that this clause shall not excuse any violation of any of the collective bargaining agreements or memorandums of understanding.

(d) The making or retention of any deposit or investment of the Trust Fund or any portion thereof, or the disposition of any such investment, or the failure to make any investment of the Trust Fund, or any portion thereof, or any loss or diminution of the Trust Fund, except as to the particular person involved, such loss as may be due to the gross neglect or willful misconduct of such person.

Section 7. Neither the Employer, any signatory association, any individual employee or the Union shall be liable in any respect for any of the obligations or acts of the Trustees because such Trustees are in any way associated with such Employer or Union.

Section 8. Subject to and within the limitations provided in ERISA, The Board of Trustees may provide for the reimbursement to the Trustees for expenses incurred in the performance of their duties as Trustees, including attendance at educational or training conferences, institutes or other meetings relevant to such duties as authorized by the Board, and for a reasonable payment to the Trustees for attendance at meetings or other services rendered to the Trust Fund at the request or direction of the Board.

Section 9. Any trustee who resigns or is removed from office shall forthwith turn over to the Chairman or Secretary of the Board of Trustees at the principal office of the Trust Fund any and all records, books, documents, moneys, and other property in his or her possession or under his or her control which belong to the Trust Fund or which were received by him or her in his or her capacity as such Trustee.

Section 10. The name of the Trust Fund may be used to designate the Trustees collectively and all instruments may be effected by the Board of Trustees in such name.

ARTICLE VII
ARBITRATION

Section 1. In the event that the trustees deadlock on any matter arising in connection with the administration of the Trust Fund or the Health and Welfare Plan, they shall agree upon a neutral person to serve as an impartial umpire to decide the dispute. The Trustees may, by mutual agreement, select two representatives from the trustee group to sit with the umpire to constitute a Board of Arbitration. If such is done, the decision of a majority of this Board shall be final and binding upon the Trustees and the parties and beneficiaries of this agreement and of the Health and Welfare Plan. Otherwise, the decision of the impartial umpire shall be final and binding upon the trustees, the parties, and the beneficiaries of the agreement and the Health and

Welfare Plan. Any matter in dispute and to be arbitrated shall be submitted to the Board of Arbitration or the impartial umpire, as the case may be, in writing, and in making its or his or her decision, the Board or umpire shall be bound by the provisions of this agreement, the Health and Welfare Plan, the collective bargaining agreements and memorandums of understanding and shall have no authority to alter or amend the terms of any thereof. If the Trustees cannot jointly agree upon a statement submitting said matter to arbitration, each Trustee shall prepare and state in writing its version of the dispute and the question or questions involved. The decision of the Board of Arbitration or the impartial umpire, as the case may be, shall be rendered in writing within ten (10) days after the submission of the dispute.

Section 2. If no agreement on an impartial umpire is reached within ten (10) days, or within such further time as the Trustees may allow for such purpose by mutual agreement, such umpire shall, on petition of the Trustees, be appointed by the United States District Court for the Northern District of California.

Section 3. The reasonable expenses of any such arbitration, including any necessary court proceedings to secure the appointment of an umpire or the enforcement of the arbitration award (excluding the fees and expenses of witnesses called by the parties and the cost of any attorneys other than the Trust Fund attorneys selected pursuant to Section 5 (d) of Article IV, shall be a proper charge against the Trust Fund. No expenses shall be deemed reasonable under this section unless and until approved by the Board of Trustees.

Section 4. No matter in connection with the interpretation or enforcement of any collective bargaining agreement or memorandum of understanding shall be subject to arbitration under this Article. No matter which is subject to arbitration under this Article shall be subject to the grievance procedure or any other arbitration procedure provided in any of the collective bargaining agreements or memorandums of understanding.

ARTICLE VIII.
GENERAL PROVISIONS

Section 1. Subject to the provisions of the collective bargaining agreements, memorandums of understanding, the rights and duties of all parties, including the Employer, the Union, the Employees and the Trustees, shall be governed by the provisions of this Trust Agreement and the Health and Welfare Plan and any insurance policies or contracts procured or executed pursuant to this Trust Agreement.

Section 2. No employee or other beneficiary or person shall have any right or claim to benefits under the Plan other than as specified in the Plan. Any and every claim to benefits from the Trust Fund, and any claim or right asserted under the Plan or against the Trust Fund, regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred, shall be resolved by the Board of Trustees under and pursuant

to the Plan and its decision with regard to the claim or right shall be final and binding upon all persons affected by the decision. The Board of Trustees shall establish a procedure for the presentation, consideration and determination of any such claim or right, which procedure shall comply with ERISA. No action may be brought for benefits under the Plan or to enforce any right or claim under the Plan or against the Trust Fund until after the claim for benefits or other claim has been submitted to and determined by the Board in accordance with the procedure thus established and thereafter the only action which may be brought is one to enforce the decision of the Board or to clarify the rights of the claimant under such decision. Neither the Employer, the Union, nor any of the Trustees shall be liable for the failure or omission for any reason to pay any benefits under the Plan.

Section 3. Any notice required to be given under the terms of this Trust Agreement, the Health and Welfare Plan, or the rules and regulations of the Board of Trustees shall be deemed to have been duly served if delivered personally to the person to be notified, or if mailed in a sealed envelop, postage prepaid, or such person at his or her last known address as shown in the records of the Trust Fund, or if sent by wire or other means of written communication to such person at said last known address.

Section 4. This Trust Agreement shall be binding upon and inure to the benefit of all Employer and the heirs, executors, administrators, successors, purchasers, and assigns of the Employer, and the employees and beneficiaries, the Union and the Trustees.

Section 5. All questions pertaining to this Trust Agreement, the Trust Fund or the Health and Welfare Plan, and their validity, administration and construction, shall be determined in accordance with the law of the State of California and with any pertinent laws of the United States.

Section 6. If any provision of this Trust Agreement, the Health and Welfare Plan, the rules and procedures made pursuant thereto, or any step in the administration of the Trust Fund or the Health and Welfare Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Trust Agreement or Plan or the rules and regulations, unless such illegality or invalidity prevents accomplishment of the objectives and purpose of the Trust Agreement and the Plan. In the event of any such holding, the parties will immediately commence negotiations to remedy any such defect.

Section 7. Except to the extent necessary for the proper administration of the Trust Fund or the Health and Welfare Plan, all books, records, reports, documents, or other information obtained with respect to the Trust Fund or the Plan shall be confidential and shall not be made public or used for any other purpose. Nothing in this section shall prohibit the preparation and publication of statistical data and summary reports with respect to the operations of the Trust Fund and the Plan.

Section 8. Any payment required by a decision of the Board shall be due and payable in the County of Alameda, State of California, and any action or proceeding to enforce or clarify

such decision shall be brought in a court of competent jurisdiction in that County. Any action or proceeding affecting the Trust Fund, the Plan or the Trust hereby established shall be brought solely against the Fund as an entity, and solely by or on behalf of the claimant in the claims procedure established pursuant to Section 2 of this Article, and neither the Employer nor the Union, any employee, any beneficiary or other person shall be entitled to notice of any such action or proceeding or to service of process therein. Any final judgment entered in any such action or proceeding shall be binding upon all of the above mentioned parties so long as such judgment does not attempt or purport to impose any personal liability upon or against any party not joined or not served in any such action or proceeding.

Section 9. The section headings and numbers are included only for convenience of reference and are not to be taken as limiting or extending the meaning of any of the terms and provisions of this Plan and Trust Agreement. A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the context clearly indicates otherwise.

ARTICLE IX.
AMENDMENT AND TERMINATION

Section 1. The provisions of this Trust Agreement may be amended, altered, or modified at any time, and from time to time, by the Board of Trustees with the consent of the Union and the Employer shall be in writing subject to the terms and conditions of the collective bargaining agreements, memorandums of understanding, and any applicable law or regulation.

Section 2. The provisions of this Trust Agreement shall continue in effect during the term of the collective bargaining agreements, memorandums of understanding, and any renewals or extensions thereof with respect to such collective bargaining agreements and memorandums of understanding, as provided for the continuation of payments into the Trust Fund and of the Health and Welfare Plan.

Section 3. This Trust Agreement may be terminated by the Board of Trustees with the consent of the Union and the Employer by an instrument in writing executed by mutual consent at any time.

Section 4. In no event shall the trust established by this agreement continue for a longer period than is permitted by law.

Section 5. Upon the termination of the trust herein provided, any and all moneys remaining in the Trust Fund after the payment of all expenses shall be used for the continuance of one or more benefits of the type provided by the Health and Welfare Plan, until such moneys have been exhausted.

Employer:

By: Keith Fleming
Keith Fleming
President
IEDA
a California Nonprofit Corporation

Union:

By: Donald Doser
Donald Doser
Business Manager
OPERATING ENGINEERS
LOCAL UNION NO. 3
a labor organization

SECOND AMENDMENT TO THE TRUST AGREEMENT ESTABLISHING THE OPERATING ENGINEERS PUBLIC AND MISCELLANEOUS EMPLOYEES HEALTH AND WELFARE TRUST FUND

This Second Amendment to the Trust Agreement establishing the Operating Engineers Public and Miscellaneous Employees Health and Welfare Trust Fund dated September 1, 1998, by and between the Employer and Union named in said Trust Agreement, provides as follows:

1. Any reference in the Trust Agreement to Chairman or Secretary or any action that requires signature or approval by the Chairman or Secretary shall now refer to Chair and Co-Chair.
2. Except as here and expressly amended when modified, all the terms and provisions of said Trust Agreement, are reaffirmed and are continued in full force and effect.

Executed as of May 26, 2020

For the Employer:
IEDA, a California Non-Profit Organization

By: *Austris Rungis 2/2/22*
Austris Rungis

For the Union:
Operating Engineers Local Union No. 3

By: *Dan Reding*
Dan Reding, Business Manager

THIRD AMENDMENT TO THE TRUST AGREEMENT ESTABLISHING THE OPERATING ENGINEERS PUBLIC AND MISCELLANEOUS EMPLOYEES HEALTH AND WELFARE TRUST FUND

Pursuant to Article IX, Section 1 of the Trust Agreement establishing the Operating Engineers Public and Miscellaneous Employees Health and Welfare Trust Fund dated September 1, 1998, by and between the Employer and Union named in said Trust Agreement, the Board of Trustees hereby adopts this Third Amendment, as follows:

- 1. Effective August 1, 2021, Article II, Section 8 is hereby amended and restated as follows:

Each Contribution to the Trust Fund shall be made promptly, but in no event shall be due and postmarked no later than the 15th day of the month in which it becomes payable. If full payment of the contributions due and owing from an Employer have not been paid in full by the Employer and postmarked by the 20th day of the month prior to the month for which coverage is effective, said Contributions shall be considered delinquent and shall bear interest at the rate of one and a half percent (1.5%) per month until paid. The Board of Trustees, in its discretion, may establish an earlier contribution date. Unless otherwise notified by the Board of Trustees, if any Individual Employer fails to make his or its monthly contribution in full on or before the 20th day of the month on four occasions within any twelve-month period, the Board of Trustees may provide by resolution that during the twelve-month period immediately following such resolution the 15th of the month shall be the delinquency date for that such Employer. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance in effect of the Health and Welfare Plan, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Trust Fund and to the Health and Welfare Plan which would result from the failure of an Employer to pay such monthly contributions in full within the time above provided. Therefore, the amount of damage to the Trust Fund and Health and Welfare Plan resulting from any failure shall be presumed to be the sum of \$20.00 per delinquency or 10% of the amount of contribution or contributions due, whichever is greater, which amount shall become due and payable to the Trust Fund as liquidated damages and not as a penalty, in the City of Alameda, State of California, upon the day immediately following the date on which the contribution or contributions become delinquent. Said delinquent contribution or contributions shall be increased by the amount of said liquidated damages and such contributions, as thus increased, shall be the payments specified in this Trust Agreement and the Health and Welfare Plan pursuant to ERISA as required to be made to the Fund. The Board of Trustees is authorized to set or amend the liquidated damages and interest provisions applicable to delinquent Contributions.

- 2. Except as here and expressly amended when modified, all the terms and provisions of said Trust Agreement, are reaffirmed and are continued in full force and effect.

Executed as of June 23, 2021

For the Employer:
IEDA, a California Non-Profit Organization

By: Austris Rungis
Austris Rungis

For the Union:
Operating Engineers Local Union No. 3

By: Dan Reding
Dan Reding, Business Manager

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Amendment to California Engineering Company, Inc. Engineering Consultant Contract	MEETING DATE: June 2, 2022
SUBMITTED BY: Administrative Services Director/City Clerk Melissa Swanson	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to Authorize the City Manager to execute an amendment to the agreement with California Engineering Company, Inc., to include interim Public Works Director services.

BACKGROUND/DISCUSSION:

Former Public Works Director Goodman resigned his position on May 12th and the position is currently vacant. There is a need for interim Director services while the recruitment for a new Public Works Director is underway. The City entered into an agreement with California Engineering Company, Inc. several years ago to provide engineering and project management services. The proposed contract would fill the gap until a new Public Works Director is hired.

- CEC would dedicate a minimum 20 hours per week to the position.
- CEC would be onsite every Wednesday in the Public Works Department
- CEC would administer oversight of Public Works staff, including streets/roads and parks.

The proposed contract would be a not-to-exceed contract for \$60,000.00

OPTIONS:

1. Move to authorize City Manager to execute an amendment
2. Other direction

FISCAL IMPACT:

None \$60,000 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 City Manager to execute an amendment.

Attachments:



CITY OF CLEARLAKE

City Council

STAFF REPORT	
SUBJECT: Confirm assessment(s) in the total amount of \$76,959.16 for City funded abatements, in accordance with Clearlake Municipal Code Chapter 10	MEETING DATE: 06/02/2022
SUBMITTED BY: Lee Lambert, Code Enforcement Supervisor	
PURPOSE OF REPORT	<input type="checkbox"/> Information Only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD: The City Council is being asked to confirm Special Assessment(s) and approve lien(s) for the abatement of real properties.

BACKGROUND/DISCUSSION: The purpose of this hearing is to consider and act upon any and all protest(s) of proposed assessment(s) for recovery of the costs of abatement(s) of real property. Upon due consideration of the evidence and testimony submitted by staff and the property owner(s), the Council may:

1. Grant the protest and revise the Resolution to remove the assessment(s); or
2. Deny the protest and confirm the assessment(s) as proposed; or
3. Modify (reduce) the amounts of assessment(s) and revise the Resolution to reflect the modified assessment(s).

The following is a summary identifying subject property(s), property owner(s) and the proposed assessment(s):

1. Location: 3407 Oleander Street Clearlake, CA 95422 A.P.N.# 039-623-120
 Owner: Neely, Chris C
 Action(s): City funded abatement of real property.
 Abatement Assessment: \$11,590.00
2. Location: 3864 Laddell Avenue Clearlake, CA 95422 A.P.N.# 040-135-260
 Owner: Ramirez, Joseph
 Action(s): City funded abatement of real property.
 Abatement Assessment: \$13,640.00
3. Location: 14514 Emory Avenue Clearlake, CA 95422 A.P.N.# 040-162-200
 Owner: Heintz, Michael

Action(s): City funded abatement of real property.

Abatement Assessment: \$9,440.00

4. Location: 15586 33rd Avenue Clearlake, CA 95422 A.P.N.# 041-401-170

Owner: Green, Charles D

Action(s): City funded abatement of real property.

Abatement Assessment: \$12,240.00

5. Location: 15783 40th Avenue Clearlake, CA 95422 A.P.N.# 041-384-340

Owner: Perez, Tina Marie

Action(s): City funded abatement of real property.

Abatement Assessment: \$5,900.00

6. Location: 14220 Pearl Street Clearlake, CA 95422 A.P.N.# 039-231-250

Owner: Locher, Leroy & Ramona

Action(s): City funded abatement of real property.

Abatement Assessment: \$6,800.00

7. Location: 3395 4th Street Clearlake, CA 95422 A.P.N.# 038-303-110

Owner: Bonds, Billie Raye & Kimberly Raybuck Trustee

Action(s): City funded abatement of real property.

Abatement Assessment: \$9,540.00

8. Location: 16092 10th Avenue Clearlake, CA 95422 A.P.N.# 042-343-220

Owner: Aguilar, Leonardo

Action(s): City funded abatement of real property.

Abatement Assessment: \$5,924.52

9. Location: 16102 10th Avenue Clearlake, CA 95422 A.P.N.# 042-343-230

Owner: Margoni, Josephine D Trustee

Action(s): City funded abatement of real property.

Abatement Assessment: \$1,884.64

All abatement expenses, or portions thereof, which remain unpaid after confirmation of assessment by the City Council shall become a lien against the subject property to the City of Clearlake and may become a special

assessment on the Tax Roll. The City of Clearlake shall be named in the lien document, as party to receive notice of any and all payoff demands and / or other notices relating to the liens.

- ✓ Property owners were advised of all violations which existed on their properties and given ample time to reach full voluntary compliance.
- ✓ Inspection and Abatement Warrants were issued by a judge of the Lake County Superior Court for each property. Said warrants were posted on each property for a minimum of 24 hours prior to execution and abatement.
- ✓ Abatements were completed on each property, as described above.
- ✓ Property owners were issued an invoice for all abatement expenses due to the abatement of each said property. Property owners failed to submit payment.

OPTIONS:

Move to confirm all assessments as proposed and to read said Resolution by title only. A roll call vote shall follow the reading of said Resolution. Attached is the proposed Resolution confirming assessments, statement of expenses for the proposed assessments and supporting evidence.

FISCAL IMPACT:

None ___ \$ [redacted] Budgeted Item? ___ Yes ___ No

Budget Adjustment Needed? ___ Yes ___ No If yes, amount of appropriation increase: \$ [redacted] .

Affected fund(s): ___ General Fund ___ Measure P Fund ___ Measure V Fund ___ Other: [redacted] .

Comments: Granting protests will result in a negative impact due to the City not being reimbursed for abatement expenses already incurred.

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:

1. Move to Adopt Resolution No. 2022-30: Resolution of the City Council of the City of Clearlake confirming Special Assessment(s) for the abatement of real properties and approve lien(s) against real properties in accordance with Chapter 10 of the Clearlake Municipal Code

- Attachments:**
 - 1) Resolution # 2022-30
 - 2) Evidence

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE CONFIRMING SPECIAL ASSESSMENTS AND APPROVING LIENS AGAINST REAL PROPERTIES LOCATED AT 3407 OLEANDER STREET, 3864 LADDELL AVENUE, 14514 EMORY AVENUE, 15586 33RD AVENUE, 15783 40TH AVENUE, 14220 PEARL STREET, 3395 4TH STREET, 16092 10TH AVENUE AND 16102 10TH AVENUE FOR THE COSTS OF ABATEMENTS IN ACCORDANCE WITH CHAPTER 10 OF THE CLEARLAKE MUNICIPAL CODE

WHEREAS, the City of Clearlake has adopted Chapter 10 of the Clearlake Municipal Code establishing procedures for the abatement and recovery of costs of real property located within the City of Clearlake; and

WHEREAS, the City of Clearlake has complied with the procedure as set forth in said code(s); and

WHEREAS, the City Council has heard and acted on all protests at a Public Hearing held on June 02, 2022.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Clearlake that the assessments for abatement costs as set forth in Exhibit "A" are hereby declared special assessments and are hereby made a lien upon the described real properties pursuant to the Clearlake Municipal Code, Chapter 10 and Government Code, Section 39501 through 39588 inclusive and;

All abatement expenses, or portions thereof, which remain unpaid after confirmation of assessment by the City Council shall become a lien against the subject property to the City of Clearlake and may become a special assessment on the Tax Roll. The City of Clearlake shall be named in the lien document, as party to receive notice of any and all payoff demands and / or other notices relating to the liens.

BE IT FURTHER RESOLVED that the City Clerk of the City of Clearlake is hereby directed to deliver to the County Assessor, County Auditor, County Tax Collector and County Recorder the confirmed assessment to be entered on the County Tax Roll opposite the parcel of land.

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 2nd day of June 2022, by the following vote:

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

ATTEST:

City Clerk

Mayor, City of Clearlake

EXHIBIT A

1. Location: 3407 Oleander Street Clearlake, CA 95422 A.P.N.# 039-623-120
Owner: Neely, Chris C
Action(s): City funded abatement of real property.
Abatement Assessment: \$11,590.00

2. Location: 3864 Laddell Avenue Clearlake, CA 95422 A.P.N.# 040-135-260
Owner: Ramirez, Joseph
Action(s): City funded abatement of real property.
Abatement Assessment: \$13,640.00

3. Location: 14514 Emory Avenue Clearlake, CA 95422 A.P.N.# 040-162-200
Owner: Heintz, Michael
Action(s): City funded abatement of real property.
Abatement Assessment: \$9,440.00

4. Location: 15586 33rd Avenue Clearlake, CA 95422 A.P.N.# 041-401-170
Owner: Green, Charles D
Action(s): City funded abatement of real property.
Abatement Assessment: \$12,240.00

5. Location: 15783 40th Avenue Clearlake, CA 95422 A.P.N.# 041-384-340
Owner: Perez, Tina Marie
Action(s): City funded abatement of real property.
Abatement Assessment: \$5,900.00

6. Location: 14220 Pearl Street Clearlake, CA 95422 A.P.N.# 039-231-250
Owner: Locher, Leroy & Ramona
Action(s): City funded abatement of real property.
Abatement Assessment: \$6,800.00

7. Location: 3395 4th Street Clearlake, CA 95422 A.P.N.# 038-303-110
Owner: Bonds, Billie Raye & Kimberly Raybuck Trustee
Action(s): City funded abatement of real property.
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8. Location: 16092 10th Avenue Clearlake, CA 95422 A.P.N.# 042-343-220
Owner: Aguilar, Leonardo
Action(s): City funded abatement of real property.
Abatement Assessment: \$5,924.52

9. Location: 16102 10th Avenue Clearlake, CA 95422 A.P.N.# 042-343-230
Owner: Margoni, Josephine D Trustee
Action(s): City funded abatement of real property.
Abatement Assessment: \$1,884.64

INVOICE FOR SECTION H PROPERTY ABATEMENT

Section H, Item 14.



Code Enforcement Bureau
14050 Olympic Drive
Clearlake, CA 95422
Office: (707) 994-8251 x 309
Fax: (707) 994-8918
www.clearlake.ca.us

Violation Address: 3407 OLEANDER ST
CLEARLAKE, CA 95422

Case Number: 18-3093
Invoice Date: 4/18/2022

Invoice Number: CFA-18-3093

Responsible Party:

NEELY, CHRIS C
PO BOX 226
NICE, CA 95464

An Inspection / Abatement Warrant was executed on the real property at **3407 OLEANDER ST, Clearlake, APN #039-623-120**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Demolition and abatement of property	COST
Employee Expenses: N/A	\$0
Materials / Supplies: N/A	\$0
Other: Contract abatement cost	\$11,590.00

TOTAL AMOUNT DUE	\$11,590.00
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Payment is due within 30 days of the date of this invoice. **DUE DATE: 05/19/2022**

PAYMENT OPTIONS:

- Pay in person:** Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.
- Pay by mail:** Personal check, cashier's check, or money order may be mailed to our address above.
- Telephone and internet payments are not available.*

Best regards,

LEE LAMBERT
Code Enforcement Supervisor

ID # 63 Section H, Item 14.
Case # 120

Description

Entered Date 4/18/2022

Entered By
Lambert, Lee



INVOICE FOR S PROPERTY ABATEMENT



Code Enforcement Bureau
14050 Olympic Drive
Clearlake, CA 95422
Office: (707) 994-8251 x 309
Fax: (707) 994-8918
www.clearlake.ca.us

Violation Address: 3864 LADDELL AVE NULL
CLEARLAKE, CA 95422

Case Number: 18-3427
Invoice Date: 4/18/2022

Invoice Number: CFA-18-3427

Responsible Party:

RAMIREZ JOSEPH
455 BAY STREET, #209
SAN FRANCISCO, CA 94133

An Inspection / Abatement Warrant was executed on the real property at **3864 LADDELL AVE, Clearlake, APN #040-135-260**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Demolition and abatement of property	COST
Employee Expenses: N/A	\$0
Materials / Supplies: N/A	\$0
Other: Contract abatement cost	\$13,640.00

TOTAL AMOUNT DUE	\$13,640.00
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Payment is due within 30 days of the date of this invoice. **DUE DATE: 05/19/2022**

PAYMENT OPTIONS:

Pay in person: Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.

Pay by mail: Personal check, cashier's check, or money order may be mailed to our address above. *Telephone and internet payments are not available.*

Best regards,

LEE LAMBERT
Code Enforcement Supervisor

ID # 62
Case # 147

Section H, Item 14.

Description

Entered Date 4/13/2022

Entered By
Lambert, Lee



INVOICE FOR SERVICE PROPERTY ABATEMENT

Section H, Item 14.



Code Enforcement Bureau
 14050 Olympic Drive
 Clearlake, CA 95422
 Office: (707) 994-8251 x 309
 Fax: (707) 994-8918
 www.clearlake.ca.us

Violation Address: 14514 EMORY AVE
 CLEARLAKE, CA 95422

Case Number: 18-3348
Invoice Date: 4/18/2022

Invoice Number: CFA-18-3348

Responsible Party:

HEINTZ, MICHAEL
 14522 EMORY AVE
 CLEARLAKE, CA 95422

An Inspection / Abatement Warrant was executed on the real property at **14514 EMORY AVE, Clearlake, APN #040-162-200**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Demolition and abatement of property	COST
Employee Expenses: N/A	\$0
Materials / Supplies: N/A	\$0
Other: Contract Abatement Cost	\$9,440.00

TOTAL AMOUNT DUE	\$9,440.00
-------------------------	-------------------

Payment is due within 30 days of the date of this invoice. **DUE DATE: 05/19/2022**

PAYMENT OPTIONS:

Pay in person: Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.

Pay by mail: Personal check, cashier's check, or money order may be mailed to our address above. *Telephone and internet payments are not available.*

Best regards,

LEE LAMBERT
 Code Enforcement Supervisor

ID # 62
Case # 115

Section H, Item 14.

Description

Entered Date 4/13/2022

Entered By
Lambert, Lee



INVOICE FOR SERVICE PROPERTY ABATEMENT

Section H, Item 14.



Code Enforcement Bureau
 14050 Olympic Drive
 Clearlake, CA 95422
 Office: (707) 994-8251 x 309
 Fax: (707) 994-8918
 www.clearlake.ca.us

Violation Address: 15586 33RD AVE
 CLEARLAKE, CA 95422

Case Number: CE20-2279
Invoice Date: 4/18/2022

Invoice Number: CFA-CE20-2279

Responsible Party:

GREEN CHARLES D
 P O BOX 35
 LOWER LAKE, CA 95457

An Inspection / Abatement Warrant was executed on the real property at **15586 33RD AVE, Clearlake, APN #04140117**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Abatement of property	COST
Employee Expenses: N/A	\$0
Materials / Supplies: N/A	\$0
Other: Contract abatement cost	\$12,240.00

TOTAL AMOUNT DUE	\$12,240.00
-------------------------	--------------------

Payment is due within 30 days of the date of this invoice. **DUE DATE: 05/19/2022**

PAYMENT OPTIONS:

Pay in person: Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.

Pay by mail: Personal check, cashier's check, or money order may be mailed to our address above. *Telephone and internet payments are not available.*

Best regards,

LEE LAMBERT
 Code Enforcement Supervisor



ID # 62 Section H, Item 14.

Case # 4419

Description

Entered Date 4/13/2022

Entered By
Lambert, Lee

INVOICE FOR S PROPERTY ABATEMENT

Section H, Item 14.



Code Enforcement Bureau
14050 Olympic Drive
Clearlake, CA 95422
Office: (707) 994-8251 x 309
Fax: (707) 994-8918
www.clearlake.ca.us

Violation Address: 15783 40TH AVE
CLEARLAKE, CA 95422

Case Number: CE21-0191

Invoice Date: 4/18/2022

Invoice Number: CFA-CE21-0191

Responsible Party:

PEREZ TINA MARIE
23897 CICADA CIR W
NEW CANEY, TX 77357

An Inspection / Abatement Warrant was executed on the real property at **15783 40TH AVE, Clearlake, APN #04138434**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Demolition and abatement of property	COST
Employee Expenses: N/A	\$0
Materials / Supplies: N/A	\$0
Other: Contract abatement cost	\$5,900.00

TOTAL AMOUNT DUE	\$5,900.00
-------------------------	-------------------

Payment is due within 30 days of the date of this invoice. **DUE DATE: 05/19/2022**

PAYMENT OPTIONS:

Pay in person: Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.

Pay by mail: Personal check, cashier's check, or money order may be mailed to our address above. *Telephone and internet payments are not available.*

Best regards,

LEE LAMBERT
Code Enforcement Supervisor

ID # 62 Section H, Item 14.
Case # 5032

Description

Entered Date 4/13/2022

Entered By
Lambert, Lee



INVOICE FOR S PROPERTY ABATEMENT

Section H, Item 14.



Code Enforcement Bureau
 14050 Olympic Drive
 Clearlake, CA 95422
 Office: (707) 994-8251 x 309
 Fax: (707) 994-8918
 www.clearlake.ca.us

Violation Address: 14220 PEARL ST
 CLEARLAKE, CA 95422

Case Number: CE19-1139

Invoice Date: 4/18/2022

Invoice Number: CFA-CE19-1139

Responsible Party:

LOCHER LEROY & RAMONA
 PO BOX 265
 CLEARLAKE PARK, CA 95424-0265

An Inspection / Abatement Warrant was executed on the real property at **14220 PEARL ST, Clearlake, APN #039-231-250**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Abatement of property	COST
Employee Expenses: N/A	\$0
Materials / Supplies: N/A	\$0
Other: Contract abatement cost	\$6,800.00

TOTAL AMOUNT DUE	\$6,800.00
-------------------------	-------------------

Payment is due within 30 days of the date of this invoice. **DUE DATE: 05/19/2022**

PAYMENT OPTIONS:

Pay in person: Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.

Pay by mail: Personal check, cashier's check, or money order may be mailed to our address above. *Telephone and internet payments are not available.*

Best regards,

LEE LAMBERT
 Code Enforcement Supervisor

ID # 63

Case # 1446

Description

Entered Date 4/14/2022

Entered By
Lambert, Lee



INVOICE FOR SERVICE PROPERTY ABATEMENT



Code Enforcement Bureau
14050 Olympic Drive
Clearlake, CA 95422
Office: (707) 994-8251 x 309
Fax: (707) 994-8918
www.clearlake.ca.us

Violation Address: 3395 4TH ST
CLEARLAKE, CA 95422

Case Number: CE20-0059

Invoice Date: 4/18/2022

Invoice Number: CFA-CE20-0059

Responsible Party:

BONDS BILLIE RAYE & KIMBERLY RAYBUCK
TRUSTEE
3121 S. MILLER ROAD
VALRICO, FL 33596

An Inspection / Abatement Warrant was executed on the real property at **3395 4TH ST, Clearlake, APN #038-303-110**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Abatement of property	COST
Employee Expenses: N/A	\$0
Materials / Supplies: N/A	\$0
Other: Contract abatement cost	\$9,540.00

TOTAL AMOUNT DUE	\$9,540.00
-------------------------	-------------------

Payment is due within 30 days of the date of this invoice. **DUE DATE: 05/19/2022**

PAYMENT OPTIONS:

Pay in person: Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.

Pay by mail: Personal check, cashier's check, or money order may be mailed to our address above. *Telephone and internet payments are not available.*

Best regards,

LEE LAMBERT
Code Enforcement Supervisor

ID # 63
Case # 2199

Section H, Item 14.

Description

Entered Date 4/18/2022

Entered By
Lambert, Lee



INVOICE FOR SERVICE PROPERTY ABATEMENT

Section H, Item 14.



Code Enforcement Bureau
 14050 Olympic Drive
 Clearlake, CA 95422
 Office: (707) 994-8251 x 309
 Fax: (707) 994-8918
 www.clearlake.ca.us

Violation Address: 16092 10TH AVE
 CLEARLAKE, CA 95422

Case Number: CE21-1417
Invoice Date: 5/2/2022

Invoice Number: CFA-CE21-1417

Responsible Party:

AGUILAR LEONARDO
 P O BOX 181
 TALMAGE, CA 95481-0181

An Inspection / Abatement Warrant was executed on the real property at **16092 10TH AVE, Clearlake, APN #04234322**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Abatement of vacant parcel	COST
Employee Expenses: 7 employees total 37 hours	\$2,835.37
Materials / Supplies: N/A	\$0
Other: Fuel \$49.41, Equip. Rental \$1,068.75, Vehicle Dispo. \$500.00, Landfill fees \$1,470.99	\$3,089.15

TOTAL AMOUNT DUE	\$5,924.52
-------------------------	-------------------

Payment is due within 30 days of the date of this invoice. **DUE DATE: 06/02/2022**

PAYMENT OPTIONS:

Pay in person: Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.
Pay by mail: Personal check, cashier's check, or money order may be mailed to our address above.
Telephone and internet payments are not available.

Best regards,

LEE LAMBERT
 Code Enforcement Supervisor

ID # 63 Section H, Item 14.
Case # 6294

Description

Entered Date 4/27/2022

Entered By
Felder, Stephen



INVOICE FOR SERVICES PROPERTY ABATEMENT



Code Enforcement Bureau
14050 Olympic Drive
Clearlake, CA 95422
Office: (707) 994-8251 x 309
Fax: (707) 994-8918
www.clearlake.ca.us

Violation Address: 16102 10TH AVE
CLEARLAKE, CA 95422

Case Number: CE22-0380

Invoice Date: 5/2/2022

Invoice Number: CFA-CE22-0380

Responsible Party:

MARGONI JOSEPHINE D TRUSTEE
43893 LARINO CT
TEMECULA, CA 92592-9355

An Inspection / Abatement Warrant was executed on the real property at **16102 10TH AVE, Clearlake, APN #04234323**, resulting in abatement of all nuisances, hazards and / or health and safety violations. As property owner(s), you are responsible for all costs incurred due to the abatement of violations on your property. In accordance with Clearlake Municipal Code (CMC) §10-2.7, you are required to submit payment in full within **30 DAYS** from the date of this invoice.

Failure to pay will result in a late fee of 10%. The City may use any civil legal remedy available to collect any unpaid enforcement costs, including, but not limited to, civil action, injunctive relief, Franchise Tax Board intercept, specific performance and the recordation of a lien against real property and in accordance with applicable law. The City may assess additional fees to cover the costs of collection of any unpaid enforcement costs.

Description of Services: Abatement of vacant parcel	COST
Employee Expenses: 5 employees total of 18 hours	\$1,509.68
Materials / Supplies: N/A	\$0
Other: Fuel- \$21.96, Equip. Rental- \$225.00, Disposal Fees- \$128.00	\$374.96
TOTAL AMOUNT DUE	
	\$1,884.64

Payment is due within 30 days of the date of this invoice. **DUE DATE: 06/02/2022**

PAYMENT OPTIONS:

Pay in person: Cash, debit or credit card, personal check, cashier's check or money order are accepted in our office.

Pay by mail: Personal check, cashier's check, or money order may be mailed to our address above. *Telephone and internet payments are not available.*

Best regards,

LEE LAMBERT
Code Enforcement Supervisor

ID # 63

Section H, Item 14.

Case # 7303

Description

Entered Date 4/27/2022

Entered By
Felder, Stephen





CITY OF CLEARLAKE

City Council

STAFF REPORT	
SUBJECT: To hear and act upon an appeal of an Order to Abate for 16036 14 th Avenue, in accordance with Clearlake Municipal Code Chapter 18, Articles 41 and 42.	MEETING DATE: 06/02/2022
SUBMITTED BY:	Lee Lambert, Code Enforcement Supervisor
PURPOSE OF REPORT	<input type="checkbox"/> Information Only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD: The City Council is being asked to confirm or deny the appeal of an Order to Abate for the illegal outdoor cultivation of marijuana at real property located at 16036 14th Avenue.

BACKGROUND/DISCUSSION: The purpose of this hearing is to consider and act upon any and all appeal(s) of an Order to Abate. Upon due consideration of the evidence and testimony submitted by staff and the appellant(s), the Council may:

1. Grant the appeal and adopt the Resolution, declaring that the outdoor cultivation of marijuana at said property is not constituted as a public nuisance ; or
2. Deny the appeal and adopt the Resolution, upholding the Abatement Order for the outdoor cultivation of marijuana at said property and direct the owner to abate the public nuisance.

The following is a summary identifying subject property(s) and property owner(s):

1. Location: 16036 14th Avenue Clearlake, CA 95422 A.P.N.# 042-332-160

Owner: Camacho, Cesar Carlos

Appellant(s): Camacho, Cesar Carlos

- ✓ An investigation was performed by a Clearlake Police Department Code Enforcement Officer on 05/16/22, at which time the illegal outdoor cultivation of marijuana within a “hoop style” greenhouse was observed.
- ✓ An Order to Abate and Administrative Citation was issued to the property owner on 05/19/2022, as well as posted on the property.
- ✓ The property owner submitted an appeal of the Order to Abate in a timely manner.

OPTIONS:

1. Move to grant the appeal of the Order to Abate and to read said Resolution by title only. A roll call vote shall follow the reading of said Resolution.

2. Move to deny the appeal of the Order to Abate and direct the owner(s) to abate the public nuisance, and to read said Resolution by title only. A roll call vote shall follow the reading of said Resolution.

FISCAL IMPACT:

None ___ \$ [redacted] Budgeted Item? ___ Yes ___ No

Budget Adjustment Needed? ___ Yes ___ No If yes, amount of appropriation increase: \$ [redacted] .

Affected fund(s): ___ General Fund ___ Measure P Fund ___ Measure V Fund ___ Other: [redacted] .

Comments: N/A

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:

1. Move to Adopt Resolution No. 2022-29: Resolution of the City Council of the City of Clearlake, denying the appeal of the Order to Abate and direct the owner(s) to abate the public nuisance, in accordance with Chapter 18, Articles 41 and 42 of the Clearlake Municipal Code

- Attachments:**
- 1) Resolution # 2022-29 (Both Denying & Granting of Appeal)
 - 2) Evidence
 - 3) Request for Appeal / Public Hearing

RESOLUTION NO. 2022-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE DENYING THE APPEAL OF AN ABATEMENT ORDER AT REAL PROPERTY LOCATED AT 16036 14th AVENUE IN ACCORDANCE WITH CHAPTER XVIII, ARTICLE 41 AND 42, OF THE CLEARLAKE MUNICIPAL CODE

WHEREAS, the City of Clearlake has adopted Chapter XVIII, Article 41 and 42, of the Clearlake Municipal Code establishing procedures for issuing an Abatement Order and hearing Abatement Order appeals for the cultivation of marijuana on property located within the City of Clearlake and for personal use; and

WHEREAS, the City of Clearlake has complied with the procedure as set forth in said code(s); and

WHEREAS, the City Council has heard and acted on all protests at a hearing held on June 02, 2022, and all testimony provided is incorporated herein by reference; and

WHEREAS, any petition for judicial review of a decision of the City Council regarding this matter shall be filed within the time required by, and controlled by, Sections 1094.5 and 1094.6 of the California Code of Civil Procedure.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Clearlake that the appeal of an Abatement Order at real property located at 16036 14th Avenue, also known as Assessor’s Parcel Number 042-332-160, has been denied and a public nuisance exists at said real property.

BE IT FURTHER RESOLVED that the City Council of the City of Clearlake has denied the applicant’s appeal and direction has been given to the applicant(s) to abate said public nuisance.

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 2nd day of June 2022, by the following vote:

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

ATTEST:

City Clerk

Mayor, City of Clearlake

RESOLUTION NO. 2022-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE GRANTING THE APPEAL OF AN ABATEMENT ORDER AT REAL PROPERTY LOCATED AT 16036 14th AVENUE IN ACCORDANCE WITH CHAPTER XVIII, ARTICLE 41 AND 42, OF THE CLEARLAKE MUNICIPAL CODE

WHEREAS, the City of Clearlake has adopted Chapter XVIII, Article 41 and 42, of the Clearlake Municipal Code establishing procedures for issuing an Abatement Order and hearing Abatement Order appeals for the cultivation of marijuana on property located within the City of Clearlake and for personal use; and

WHEREAS, the City of Clearlake has complied with the procedure as set forth in said code(s); and

WHEREAS, the City Council has heard and acted on all protests at a hearing held on June 02, 2022, and all testimony provided is incorporated herein by reference; and

WHEREAS, any petition for judicial review of a decision of the City Council regarding this matter shall be filed within the time required by, and controlled by, Sections 1094.5 and 1094.6 of the California Code of Civil Procedure.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Clearlake that the appeal of an Abatement Order at real property located at 16036 14th Avenue, also known as Assessor’s Parcel Number 042-332-160, has been granted and no public nuisance exists at said real property.

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 2nd day of June 2022, by the following vote:

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

ATTEST:

City Clerk

Mayor, City of Clearlake

ID # 65 Section H, Item 15.
Case # 7861

Description

Entered Date 5/19/2022

Entered By
Felder, Stephen



6 Property Address: 16036 14TH AVE CLEARLAKE CA 95422

Ownership

County: **LAKE, CA**
 Assessor: **RICHARD FORD, ASSESSOR**
 Parcel # (APN): **042-332-160-000**
 Parcel Status: **ACTIVE**
 Owner Name: **CAMACHO CESAR CARLOS**
 Mailing Address: **15408 HIGHLANDS HARBOR NO A CLEARLAKE CA 95422**
 Legal Description:

Assessment

Total Value: \$3,279	Use Code: 5110	Use Type: RESIDENTIAL
Land Value: \$3,279	Tax Rate Area: 002-003	County Zoning:
Impr Value:	Year Assd: 2021	Census Tract: 7.02/2
Other Value:	Property Tax: \$83.90	Price/SqFt:
% Improved: 0%	Delinquent Yr:	
Exempt Amt:	HO Exempt: N	

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:	12/07/2021	11/20/2015	12/04/1978	12/07/2021
Document Number:	2021R0020411	2015R0015466	1978R0964356	2021R0020411
Document Type:	GRANT DEED	GRANT DEED		
Transfer Amount:	\$2,000	\$6,000	\$1,000	
Seller (Grantor):	OCHOA VENUSTIANO FELIX			

Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres: 0.120	Spaces:	Site Influence:
Lot SqFt: 5,227	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		

CULTIVATION NOTICE OF VIOLATION ORDER TO ABATE PUBLIC NUISANCE



Code Enforcement Bureau
14050 Olympic Drive
Clearlake, CA 95422
Office: (707) 994-8251 x 309
Fax: (707) 994-8918
www.clearlake.ca.us

Violation Address: 16036 14TH AVE
CLEARLAKE, CA 95422

Case Number: CE22-0940
Notice Date: 5/19/2022

Responsible Party:

CAMACHO CESAR CARLOS
15408 HIGHLANDS HARBOR NO A
CLEARLAKE, CA 95422-

Compliance Date: 5/24/2022

The Code Enforcement Bureau performed a site inspection on **5/16/2022** at your property located at: **16036 14TH AVE, APN # 04233216**. It was determined from the inspection that your property is in violation of the Clearlake Municipal Code, state or federal law as follows:

18-41.040 A CMC - CULTIVATION PERMIT REQ'D

Failure to obtain a cultivation permit from the City of Clearlake.

Corrective Action: Permit not allowed for cultivation on a vacant lot.

18-41.050 G CMC - MAX 6 MARIJUANA PLANTS

As provided by state law, no more than a total of six (6) living marijuana plants may be cultivated on the grounds of a single private residence, whether indoor or outdoor, at one time.

Corrective Action: Remove all the marijuana plants from your property.

The above violation(s) constitute a public nuisance, which must be abated and/or corrected as specified. Visit our web page for more information and abatement resources at www.clearlake.ca.us/160/Code-Enforcement

INSPECTION: An inspection has been scheduled for **5/24/2022** to confirm that your property is in compliance with the law. Inspections are scheduled Monday - Friday 8am - 4:30pm. If you wish to schedule a specific time, it is your responsibility to request an inspection time with the enforcing officer. If your property is brought into compliance prior to this date, you may schedule a compliance inspection prior to the scheduled inspection date.

REQUEST FOR HEARING: Pursuant to 18-42.040 CMC, a hearing regarding an abatement order may be requested by filing a written request for a hearing with the City Clerk prior to the compliance date set forth above. The filing of such request for hearing shall stay the effectiveness of the order of abatement until such time as the case has been decided by the City Council. The request for a hearing must be accompanied by the specified filing fee as set by resolution of the City Council. If a request for hearing is not filed prior to the compliance date, the abatement will be performed.

WARNING: Failure to correct all violations listed before the compliance date listed may result in daily administrative penalties for each violation until compliance is achieved. Violations may also result in criminal prosecution. If the nuisance is not abated, you will be subject to nuisance abatement enforcement procedures, which may include abatement action by the City without further notice. If the City abates any portion of the above-described nuisance(s), the City may charge the property owner for costs incurred by the City in its

efforts to abate said nuisance. This includes all related staff time associated with the nuisance action.

Section H, Item 15.

Our goal is to work with you and your neighbors to maintain the quality of life in your neighborhood. We hope you will join in partnership with us to resolve this problem in your neighborhood. Your cooperation in this matter is appreciated by not only me, but the entire community.

Best Regards,

Stephen Felder
Sr. Code Enforcement Officer



City of Clearlake
Citation Processing Center
PO Box 7275
Newport Beach, CA 92658-7275

Phone: (800) 969-6158
www.citationprocessingcenter.com

ADMINISTRATIVE C

Section H, Item 15.

CITATION #: AC06891

GENERAL INFORMATION		
DATE OF VIOLATION: 05/16/2022 2:36 PM	DATE OF CITATION: 05/19/2022 9:24 AM	CASE # CE22-0940
LOCATION OF VIOLATION: 16036 14TH AVE	ISSUED BY: S. FELDER	BADGE #: 220

RESPONSIBLE PARTY:

CESAR CAMACHO
15408 HIGHLANDS HARBOR NO A
CLEARLAKE, CA 95422-

Scan QR Code to
Pay or Appeal



AN INSPECTION OF THE PROPERTY FOR WHICH YOU ARE RESPONSIBLE HAS IDENTIFIED THE FOLLOWING VIOLATIONS:

CODE SECTION VIOLATED	VIOLATION DESCRIPTION / CORRECTION REQUIRED	FINE AMOUNT
18-41.040 A CMC	VIOLATION DESCRIPTION: CULTIVATION PERMIT REQ'D	\$500.00
	CORRECTION REQUIRED:	
CODE SECTION VIOLATED	VIOLATION DESCRIPTION / CORRECTION REQUIRED	FINE AMOUNT
18-41.050 G CMC	VIOLATION DESCRIPTION: MAX 6 MARIJUANA PLANTS	\$500.00
	CORRECTION REQUIRED: Remove all the marijuana plants from your property.	

TOTAL FINE AMOUNT DUE FOR THIS CITATION:	\$1000.00
---	------------------

Cut at dashed line and return the portion below with your payment.

DO NOT SEND CASH. CHECK OR MONEY ORDERS ONLY.

CITATION #: AC06891



Pay Or Appeal Online:
www.citationprocessingcenter.com
Citation #: AC06891
Time: 09:24 AM

Mail Payment To:
City of Clearlake
Citation Processing Center
PO Box 7275
Newport Beach, CA 92658-0479

16036 14TH AVE

Payment Due Date: **06/09/2022**

Amount Due: **\$1000.00**

**CITY OF CLEARLAKE
ADMINISTRATIVE CITATION**

Section H, Item 15.

Order: You are ordered to immediately cease violating the City Code section(s) listed on page 1 of this Administrative Citation. EACH AND EVERY DAY A VIOLATION CONTINUES IS A NEW AND SEPARATE OFFENSE.

Fine Payment: You must pay the fine amount within 21 calendar days from the Date Issued. Payment may be made by Internet, mail, phone or in-person.

Phone: (800) 969-6158

Internet: www.CitationProcessingCenter.com

Mail: City of Clearlake, Citation Processing Center
PO Box 7275, Newport Beach, CA 92658-7275

In Person: Clearlake Police Department
14050 Olympic Dr, Clearlake, CA 95422

When paying by mail, payment must be made with personal check, cashier's check or money order. Make all payments payable to the City of Clearlake. Include the citation # on your payment instrument. Cash is only accepted at the Police Department during regular business hours.

Hardship Waiver: A hardship waiver for a fine reduction may be requested no later than fourteen (14) calendar days after the Administrative Violation is served. This Responsible Party is required to make a showing that they have made a bona fide effort to comply after the first violation and that payment of the full amount would impose an undue financial burden on them. The head of the Issuing Department or their designee is charged with reviewing fine reduction requests. Any Responsible Party receiving a fee reduction pursuant to this paragraph retains the right to appeal the Administrative Violation.

Failure to Pay: The failure to pay the fine(s) assessed by the Administrative Citation by the due date will result in the imposition of a late fees and penalties. Failure to pay may also result in other actions such as the filing of a claim in Small Claims Court, collections, reporting to the State of California Franchise Tax Board, the filing of a charges in Superior Court, recording of a property lien or any other legal remedy that the City has to collect the outstanding fines(s) owed.

How to Appeal: You may appeal this Administrative Citation by filing a request for Initial Review within twenty-one (21) calendar days from the issuance date of the citation. An advance deposit of the fine is NOT required for an Initial Review. An appeal shall be submitted in writing and mailed to the address above. An appeal may alternatively be submitted online at www.CitationProcessingCenter.com. The appeal must include a detailed written explanation of all grounds for the appeal. Failure to file a timely appeal shall waive your right to a hearing and you will be deemed to have failed to exhaust your administrative remedies.

If a citation is upheld following an Initial Review, you may request an Administrative Hearing following the instructions in the Result of Initial Review. You will be required to deposit the full amount of the Administrative Citation with the City, up to \$1,000.

Advance Deposit Hardship Waiver: If you are financially unable to make an advance deposit of the fine as required for an Administrative Hearing, you may file a request for an Advance Deposit Hardship Waiver. You will be required to submit supporting documentation.

Right to Judicial Review: You may appeal a final Administrative Decision of a Hearing Officer on an Administrative Citation by filing a petition for review with the Superior Court in Lake County in accordance within the timelines and provisions set forth in the California Government Code Section 53069.4.



CLEARLAKE POLICE DEPARTMENT

14050 Olympic Drive, Clearlake, CA 95422

Andrew White | Chief of Police

REQUEST FOR APPEAL / PUBLIC HEARING

(Aviso importante requiere traducción)

\$200.00 Hearing filing fee due at time of submission of this hearing request

Appellant's Name: Cesar Carlos Camacho Date: 05-24-2022

Phone: 707 478 2479 Cell Phone: _____

Mailing Address: 15408 Highlands Harbor #A

City: Clearlake State: CA Zip: 95422

Property Address (as shown on citation): 16036 14 TH AVE

A.P.N. # (as shown on citation): _____ Date of Violation: 5-19-2022

Reason of Appeal: Because am working out of Town

Received

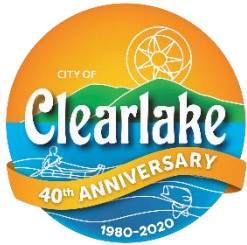
If additional space needed, turn over

Date Received: MAY 24 2022

Clearlake Police Department

Appellant's Signature: Cesar Carlos Date: 5-24-2022





STAFF REPORT	
SUBJECT: Purchase of an eCitation Solution from Tyler Technologies	MEETING DATE: June 2, 2022
SUBMITTED BY: Andrew White, Police Chief	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the police department to purchase eCitation software, services and hardware from Tyler Technologies utilizing the Sourcewell contract.

BACKGROUND/DISCUSSION:

The Police Department issues traffic/criminal citations, administrative citations and parking citations using a manual paper driven process. In 2021, 3,836 manually written citations were issued by officers.

Following issuance of a citation, it is manually entered into the department’s records management system, scanned for retention and then sent to the processing destination. For the court, citations are hand carried to the court house. This is a time consuming process that requires duplication of effort with respect to data entry and is inefficient.

Many law enforcement agencies have transitioned to electronic citation issuance (eCitation). eCitations reduces the amount of time an officer spends on a stop, eliminates errors and handwriting legibility issues, enables uniform capture of violation location information and automates the upload of ticket data to court systems. In many cases, this can reduce the contact time during an enforcement contact to a matter of minutes.

With an eCitation system, an officer enters information regarding a violation into a handheld computer device, obtains the violator’s signature and prints the notice from a portable printer. The citation is electronically uploaded to the agency’s records management system and sent to destinations that can accept electronic transfer or printed for those that cannot accept electronic transfer.

The Lake County Superior Court recently acquired a new records system that can accept eCitation records for traffic infractions. The Police Department’s processing agency for administrative and parking citations also accepts eCitation records. The District Attorney’s Office cannot accept electronic transfer at this time, but it is likely a future records system they acquire would support this functionality.

Destinations that cannot accept electronic citations, such as the District Attorney’s Office, will send manual printouts from the system or PDF files.

The City has an existing contract with Tyler Technologies (Tyler) for the Tyler InCode enterprise resource planning (ERP) system. Tyler offers an eCitation solution that meets the current and anticipated future needs of the department and is utilized by agencies across the US and in California. Police Department staff participated in a demonstration of the system to ensure it will meet the needs of the agency.

Tyler has provided the department with a proposal for a complete eCitation solution, including hardware, software, training and required interfaces. The cost of the solution is \$55,144 + tax for the first year and \$6,459 for year two support and hosting. At year three, the annual fee would be subject to a max 3% escalator per year.

This purchase is exempt from the City’s competitive bidding requirements pursuant to Section 3-4.5.a.8, which provides for the use of the Sourcewell cooperative purchasing contract.

Staff recommends the City Council approve the Chief of Police to enter into a contract with Tyler Technologies for the purchase of an eCitation solution, as proposed.

OPTIONS:

- 1. Authorize the Chief of Police to enter into a contract with Tyler Technologies for the purchase of an eCitation solution, as proposed, by adopting Resolution No. 2022-31.
- 2. Provide direction to staff.

FISCAL IMPACT:

None \$55,144+Tax (est \$1269) 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: SLESF Fund
 Comments: SLESF: \$18,000 / Measure P: \$19,206 / General Fund \$19,207

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:

1. Adopt Resolution 2022-31: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR THE PURCHASE OF AN ECITATION SOLUTION

- Attachments:**
- 1) Resolution No. 2022-31
 - 2) eCitation Proposal from Tyler Technologies

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A CONTRACT WITH
TYLER TECHNOLOGIES, INC. FOR THE PURCHASE OF AN ECITATION SOLUTION**

WHEREAS, the Police Department issues traffic/criminal citations, administrative citations and parking citations using a manual paper driven process and in 2021, 3,836 manually written citations were issued by officers; and

WHEREAS, an electronic citation issuance system (eCitation) reduces the amount of time an officer spends on a stop, eliminates errors and handwriting legibility issues, enables uniform capture of violation location information and automates the upload of ticket data to court systems; and

WHEREAS, Tyler Technologies provided the department with a proposal for a complete eCitation solution, including hardware, software, training and required interfaces for traffic/criminal, parking and administrative citations and the cost of the solution is \$55,144 + tax (approx. \$1,269) for the first year; and

WHEREAS, Tyler Technologies is a vendor with Sourcwell, a cooperative purchasing agency, and the proposal solution is being offered via the Sourcwell contract thereby exempting this purchase from the competitive bidding requirement of the Clearlake Municipal Code.

NOW, THEREFORE BE IT RESOLVED that the Chief of Police of the City of Clearlake is authorized to enter into a contract with Tyler Technologies for the purchase of an eCitation solution in the amount of \$55,144 plus tax; and

BE IT FURTHER RESOLVED, the Chief of Police is further authorized to amend the contract with Tyler Technologies to add users, devices and functionality provided there are sufficient appropriations to cover such changes; and

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 2nd day of June 2022, by the following vote:

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

ATTEST: _____
City Clerk

Mayor



INVESTMENT SUMMARY

Tyler Software	\$ 19,800
Services	\$ 13,000
Third-Party Products	\$ 14,500
Other Cost	\$ 0
Travel	\$ 1,385
Total One-Time Cost	\$ 48,685
Annual Recurring Fees/SaaS	\$ 1,616
Tyler Software Maintenance	\$ 4,843



Quoted By: Quote
 Expiration:
 Quote Name:

Durand Johnson
 11/14/22
 2022-323778-
 Y4P2K7,
 Sourcewell
 contract #
 090320-TTI

Sales Quotation For:

City of Clearlake Police Department
 14050 Olympic Dr
 Clearlake, CA 95422-8801
 Phone: 7079948251

Shipping Address:

City of Clearlake Police Department
 14050 Olympic Dr

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enforcement Mobile License				
LIC: REF License - iOS [2]	\$ 1,700	\$ 0	\$ 1,700	\$ 357
REF License - PDA [6]	\$ 5,100	\$ 0	\$ 5,100	\$ 1,071
Total	\$ 6,800	\$ 0	\$ 6,800	\$ 1,428
Interface				
Interface into the Citation Processing Center	\$ 3,250	\$ 650	\$ 2,600	\$ 683
Interface: Sunridge Systems RIMS Records Mgmt System	\$ 3,250	\$ 650	\$ 2,600	\$ 683
Interface: Full Court Court Case Mgmt System	\$ 3,250	\$ 650	\$ 2,600	\$ 683
Total	\$ 9,750	\$ 1,950	\$ 7,800	\$ 2,049
Task				
Parking: Standard (non-customized) Parking Task	\$ 3,250	\$ 650	\$ 2,600	\$ 683
Task: Code Enforcement	\$ 3,250	\$ 650	\$ 2,600	\$ 683
Total	\$ 6,500	\$ 1,300	\$ 5,200	\$ 1,366
TOTAL	\$ 23,050	\$ 3,250	\$ 19,800	\$ 4,843

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
Hosting Fee				
Hosting Fee	1	\$ 1,616	\$ 0	\$ 1,616
TOTAL				\$ 1,616

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Training	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Set Up & Config	1	\$ 10,000	\$ 0	\$ 10,000	\$ 0
Project Management	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0
TOTAL				\$ 13,000	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
TC720L-0ME24B0-FT / Zebra EVM, HH, TC72, TAA Compliant, no cellular	6	\$ 1,343	\$ 8,058	\$ 0	\$ 0
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	8	\$ 569	\$ 4,552	\$ 0	\$ 0
PA-BT-4000LI / Brother, Rugged Jet, Battery	4	\$ 111	\$ 444	\$ 0	\$ 0
PA-BC-003 / Brother, RJ4200 Series, Charging Station for Single Battery (for use with PA-BT-006 battery)	4	\$ 109	\$ 436	\$ 0	\$ 0
LB3690 / Brother, PocketJet, Rugged Jet, Vehicle Adapter-Cigarette Plug, 3 ft.	8	\$ 23	\$ 184	\$ 0	\$ 0
LB3834 / Brother, Pocketjet, Rugged Jet, AC Charger	8	\$ 50	\$ 400	\$ 0	\$ 0
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	3	\$ 142	\$ 426	\$ 0	\$ 0
TOTAL			\$ 14,500		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 19,800	\$ 4,843
Total Annual	\$ 0	\$ 1,616
Total Tyler Services	\$ 13,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 14,500	\$ 0
Summary Total	\$ 47,300	\$ 6,459
Contract Total	\$ 53,759	
Travel	\$ 1,385	

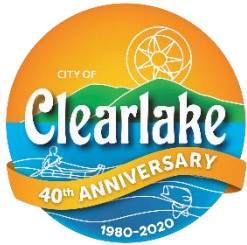
Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Consideration of Adoption of Resolution No. 2022-35, Calling For and Giving Notice of the General Municipal Election	MEETING DATE: June 2, 2022
SUBMITTED BY: Administrative Services Director/City Clerk Melissa Swanson	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt a resolution calling for the November 2022 election and authorizing consolidation with the County of Lake for elections services.

BACKGROUND/DISCUSSION:

There are two City Council Member and one City Treasurer terms of office that will be on the November 8th, 2022 ballot. They are as follows:

- Mayor Dirk Slooten
- Council Member Russell Cremer
- City Treasurer, Vacant

The filing period for Nomination Papers and Candidate’s Statements is July 18th through August 12th. If any incumbent chooses not to file nomination papers, the filing period for candidates is then automatically extended through August 17th.

OPTIONS:

1. Move to adopt Resolution No. 2022-35
2. Other direction

FISCAL IMPACT:

None \$18,000 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: The cost of the election will be budgeted in the 2022/23 Fiscal Year’s budget.

STRATEGIC PLAN IMPACT:

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

SUGGESTED MOTIONS:

Move to adopt Resolution No. 2022-35.

- Attachments:** 1) Resolution No. 2022-35

RESOLUTION NO. 2022-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE CALLING FOR AND PROVIDING FOR AND GIVING NOTICE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF CLEARLAKE, COUNTY OF LAKE, STATE OF CALIFORNIA, ON THE 8TH DAY OF NOVEMBER, 2022 FOR THE PURPOSE OF ELECTING TWO CITY COUNCIL MEMBERS AND A CITY TREASURER, EACH TO HOLD A TERM OF FOUR YEARS, OR UNTIL THEIR SUCCESSORS ARE ELECTED AND QUALIFIED, AND REQUESTING APPROVAL OF THE LAKE COUNTY BOARD OF SUPERVISORS FOR ELECTION SERVICES TO BE PROVIDED BY THE COUNTY ELECTIONS DEPARTMENT

WHEREAS, the General Municipal Election is hereby called and ordered to be held in the City of Clearlake, County of Lake, State of California, on the 8th day of November, 2022 for the purpose of electing two (2) members of the City Council, and one (1) City Treasurer, each to hold office for a term of four (4) years, or until their successors are elected and qualified.

WHEREAS, the General Municipal Election hereby called and ordered to be held shall be held and conducted, and the votes thereat received and canvassed, and the returns thereof made, and the result thereof ascertained, determined, and declared as herein provided, and in all particulars not recited herein, according to the laws of the State of California, providing for Municipal Elections; and the polls for such election shall be and remain open during the time required by said laws.

WHEREAS, all voting places, precincts, and election officials within the boundaries of the City of Clearlake shall be the same as those for the General Election.

WHEREAS, the two (2) City Council Member nominees, and one (1) City Treasurer nominee, receiving the highest number of votes for their respective offices and who have filed the required disclosure statements, shall be declared elected for their four (4) year terms beginning when first administered the oath of office, and ending when their successors are elected and qualified.

Section 2. The Clearlake City Council hereby requests approval of the Lake County Board of Supervisors to authorize the County Elections Department to provide election services to conduct said election.

Section 3. The City Clerk shall certify the adoption of this Resolution, and is authorized and directed to transmit copies hereof so certified to the Board of Supervisors and the Registrar of Voters of Lake County, cause notice of the General Municipal Election authorized by this Resolution to be published once in a newspaper of general circulation in the City of Clearlake and take all other necessary and appropriate steps to place the city candidates on the ballot and accomplish the election thereon, including requesting any and all assistance from the County Elections Official necessary to do so.

Section 7. Notice of the time and place of holding the election is hereby given, and the City Clerk is authorized, instructed and directed to give such further or additional notice, in the time, form and manner required by law. The polls for the election shall open at seven o'clock a.m.

on the day of the election and shall remain open continuously from that time until eight o'clock p.m. on the same day, at which time the polls shall close unless otherwise required under Section 14401 of the Elections Code.

Section 8. The City Manager is hereby authorized and directed to appropriate and expend the necessary funds to pay for the City's cost of placing the city candidates on the election ballot at the November 8, 2022 General Municipal Election, including, without limitation, entering into an agreement between the City and Lake County Elections Official for the provision of election services, if needed.

Section 9. The City Council recognizes that additional costs may be incurred by the County by reason of this request for services and agrees to reimburse the County in full for such costs upon presentation of a bill to the City.

Section 10. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 11. This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dirk Sloten, Mayor

ATTEST:

Melissa Swanson, City Clerk