



CITY COUNCIL REGULAR MEETING

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

Thursday, August 07, 2025

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 will not be allowed to provide verbal comment during the meeting if attending via Zoom. The public can submit comments in writing for City Council consideration by commenting via the Q&A function in the Zoom platform or by sending comments to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the City Council adequate time to review your comments, you must submit your written emailed comments prior to 4:00 p.m. on the day of the meeting.

AGENDA

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

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

AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

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

AGENDA REPORTS

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

Zoom Link:

Join from PC, Mac, iPad, or Android:

<https://clearlakeca.zoom.us/j/81764346639?pwd=aCcPDEZb6snoCBBNkJgoYHc9k0EOKb.1>

Passcode:256091

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 invitational speaker does not appear at the scheduled meeting, the Mayor will ask that the City Council observe a moment of silence in lieu of the invocation. More information about the City's invocation policy is available upon request by contacting the Administrative Services Director/City Clerk at (707) 994-8201x106 or via email at mswanson@clearlake.ca.us.*

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

E. PRESENTATIONS

1. Swearing In of New Police Department Employees
2. Proclamation Declaring August 2025 as Breastfeeding Awareness Month

3. Presentation of the Recreation and Events Division Quarterly Update

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. Consideration of Rejection of Bids for the Austin Park Skatepark Project
Recommended Action: Move to reject all bids for the Austin Park Skatepark Project.

5. Approve Amendment #3 to PEG TV Agreement for a 5-yr Extension
Recommended Action: Approve Amendment #3 and Authorize the Mayor to Sign

6. Warrants
Recommended Action: Receive and file

7. Continuation of Director of Emergency Services/City Manager Proclamation Declaring a Local Emergency for the Boyles Fire
Recommended Action: Continue declaration of emergency

8. Continuation of Director of Emergency Services/City Manager Proclamation Declaring a Local Emergency for Winter Storms
Recommended Action: Continue declaration of emergency

H. BUSINESS

9. Discussion Regarding Collection of Fire Mitigation Impact Fees on Behalf of the Lake County Fire Protection District
Recommended Action: Direction to Staff

10. Discussion and Consideration of Animal Care and Control Contract with North Bay Animal Services
Recommended Action: Direction to Staff

I. CITY MANAGER AND COUNCILMEMBER REPORTS

J. FUTURE AGENDA ITEMS

K. ADJOURNMENT

POSTED: August 1, 2025

BY:

A handwritten signature in blue ink that reads "Melissa Swanson". The signature is fluid and cursive, with the first name "Melissa" and last name "Swanson" clearly distinguishable.

Melissa Swanson, Administrative Services Director/City Clerk



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Consideration of Rejection of Bids for the Austin Park Skatepark Project

MEETING DATE: August 7, 2025

SUBMITTED BY: Trystan Hayes, Public Works Construction Project Manager

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

On June 16, 2025 at 2:30PM, City Staff unsealed bids for the Austin Park Skatepark. We received one bid for \$850,000, which is above the budget for the project. The City Council is being asked to Reject all bids for the Austin Park Skatepark Project.

BACKGROUND/DISCUSSION:

OPTIONS:

1. Move to reject all bids
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:

Section G, Item 4.

Move to reject all bids for the Austin Park Skatepark Project.

☐ **Attachments:**



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Approve Amendment #3 to PEG TV Agreement for a 5-year Extension	MEETING DATE: July 17, 2025
SUBMITTED BY: Alan 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/BOARD:

Approve amendment to PEG TV agreement to extend for an additional five years.

BACKGROUND/DISCUSSION:

The Cities of Lakeport, Clearlake and County of Lake have formed a joint powers authority for Public, Educational and Government TV (PEG TV). The agreement has been in place for many years with the last amendment ending on June 30, 2024. The proposed amendment would extend the term of the agreement for five additional years to June 30, 2030. All other terms of the agreement are the same.

OPTIONS:

1. Approve Amendment #3 to the PEG Agreement and Authorize the Mayor to Sign

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

Section G, Item 5.

☒ **Attachments:**

1. Draft Amendment #3

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CLEARLAKE, CITY OF
LAKEPORT AND COUNTY OF LAKE FOR OPERATION OF A LOCAL PUBLIC,
EDUCATIONAL, GOVERNMENTAL (PEG) CABLE TELEVISION CHANNEL**

THIS AMENDMENT is entered into this _____ day of _____, 2025, by and between the
City of Clearlake, City of Lakeport and County of Lake, for operation of a local public, educational,
governmental cable television channel, hereinafter referred to as Lake County PEG TV.

WITNESSETH

WHEREAS, in July of 2019, the City of Clearlake, City of Lakeport and County of Lake entered into a
written Agreement to continue the operation, maintenance and funding of Lake County PEG TV, in the
best interest of the citizens of Lake County, with said Agreement to expire June 30, 2021; and

WHEREAS, that Agreement envisioned extension of the “Term of Agreement,” in two-year increments,
as found to be desirable and appropriate by the parties thereto and the Lake County PEG TV Board of
Directors.

WHEREAS, all parties previously acted to extend the Term of this Agreement through June 30, 2023,
with the First Amendment to the 2019 Agreement.

WHEREAS, in July of 2023, all parties further acted to extend the Term of this Agreement through June
30, 2025, and contemplated a further extension on Agreement of the parties.

WHEREAS, all parties wish to continue their participation through at least June 30, 2030.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Section 2. (G) of the original 2019 agreement is hereby amended as follows:

By July 1 of each year, preparing and submitting to the County Administrative Office and City
Manager’s Offices:

- An Operating Budget; and
- A Capital Budget

The Lake County PEG TV Board of Directors will ensure capital expenditures are consistent
with FCC regulations; i.e. capital equipment, such as vans, studios, cameras, and/or PEG
facilities-related expenses.

July 1 budget submissions shall be accompanied by a report and records documenting
fiscal-year-to-date and prior fiscal year operating and capital expenditures.

THIRD AMENDMENT, PEG

- 1 2. That Section 2. (H) of the original 2019 agreement is hereby amended as follows:

2 In April each year, reporting on the status of Lake County PEG TV before the governing body of
3 each entity party to this Agreement.

- 4 3. That Section 4. (A) of the original 2019 agreement is hereby amended as follows:

5 Operating Budget Support. The County of Lake, City of Clearlake and City of Lakeport will
6 allocate operating funds in each fiscal year throughout the term of this Agreement.

7 Annual allocations are expected in the following amounts:

- 8 • City of Clearlake (\$10,000); and
9 • City of Lakeport (\$2,000); and
10 • County of Lake (\$15,000).

11 The City of Clearlake's contribution may be provided in-kind, e.g. provision of or for staffing,
12 facilities, insurance and other operating needs.

13 As described in Section 2(H), above, in April, a representative of the Lake County PEG TV
14 Board of Directors will report on the status of the PEG Channel before the governing body of
15 each jurisdiction.

16 Upon completion of said presentation, funds allocated to the PEG Channel shall be distributed
17 c/o the City of Clearlake within 15 days.

18 Upon receipt, said monies shall be deposited in a special agency fund established by the
19 Finance Director of the City of Clearlake, and shall be exclusively for payment of expenses
20 incurred in operating the PEG Channel, as authorized by the Lake County PEG TV Board of
21 Directors.

- 22 4. That Section 4. (C) of the original 2019 agreement is hereby amended as follows:

23 Fiscal Records. As the Lead Agency, the City of Clearlake shall prepare and maintain
24 accounting records and adopt fiscal policies and practices that are in compliance with standard
25 governmental accounting practices.

26 The City of Clearlake shall timely furnish the Lake County PEG TV Board of Directors with all
27 documentation necessary to distribute December financial report and April PEG status report,
28 as described within Section 2 (F) & (H). All documentation detailing how funds provided under
29 this Agreement are expended shall be maintained by the City of Clearlake for the current and
30 three previous fiscal years. The parties may request any available fiscal records at any time.

THIRD AMENDMENT, FLS

5. That Section 5. of the original 2019 agreement is hereby amended as follows:

This Agreement shall begin on the date of execution by all parties to this Agreement and shall continue in full force and effect until June 30, 2030, unless terminated as hereinafter provided.

By March 1, 2030, the City Managers of each City and the County Administrative Officer shall meet to discuss the extension of this Agreement.

Except as specifically modified herein, all other terms and conditions of the July 16, 2019 Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment by their proper officers.

COUNTY OF LAKE

_____	_____
Chair, Board of Supervisors	Date executed

ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

CITY OF CLEARLAKE

THIRD AMENDMENT, FLS

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_____ Mayor, City of Clearlake	_____ Date executed
ATTEST: City Clerk	APPROVED AS TO FORM: RYAN JONES City of Clearlake, Attorney
By: _____ /// /// /// /// ///	_____
CITY OF LAKEPORT	
_____ Mayor, City of Lakeport	_____ Date executed
ATTEST: City Clerk	APPROVED AS TO FORM: DAVID RUDERMAN City of Lakeport, Attorney
_____	_____

**AGREEMENT BETWEEN THE CITY OF CLEARLAKE, CITY OF LAKEPORT AND COUNTY OF
LAKE FOR OPERATION OF A LOCAL PUBLIC,
EDUCATIONAL, GOVERNMENTAL (PEG) CABLE TELEVISION CHANNEL**

THIS AGREEMENT is entered into this 16th day of July, 2019, by and between the City of Clearlake, City of Lakeport and County of Lake, for operation of a local public, educational, governmental cable television channel, hereinafter referred to as Lake County PEG TV.

RECITALS

WHEREAS, the California State Legislature passed the Digital Infrastructure and Video Competition Act (DIVCA) of 2006 (Public Utilities Code Section 5800, et seq.), shifting cable television franchising from local to State control, and establishing a 5% fee on the franchise holder's gross revenues, remitted to the local jurisdiction for use of Public Rights of Way; and

WHEREAS, DIVCA additionally enabled jurisdictions within the territory served by a cable television provider holding a State franchise to, by Ordinance, establish a 1% fee on the gross revenues of said provider to support Public, Educational and Governmental (PEG) television facilities; and

WHEREAS, in 2015, the City of Clearlake, City of Lakeport and County of Lake entered into a written Agreement for the operation, maintenance and funding of the PEG Channel in the best interest of the citizens of Lake County; and

WHEREAS, all parties are in accord that a new Agreement shall be developed, to continue PEG TV's service for Lake County residents.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED by the parties hereto as follows:

1. ESTABLISHMENT, MEMBERSHIP, AND TERM OF OFFICE OF THE LAKE COUNTY PEG TV

BOARD OF DIRECTORS

- A. The County of Lake, City of Lakeport and City of Clearlake agree to jointly administer and manage the Lake County PEG TV Channel, through establishment of the Lake County PEG TV Board of Directors.
- B. The five-member Lake County PEG TV Board of Directors shall be comprised of the following:
- One (1) member appointed by the Lake County Board of Supervisors
 - One (1) member appointed by the City Council of the City of Clearlake
 - One (1) member appointed by the City Council of the City of Lakeport

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PEG AGREEMENT

- Two (2) at-large members, appointed by a majority vote of the three Directors representing the parties to this Agreement

C. Terms of office:

- The term of the three (3) board members appointed by the County and Cities shall expire on the first Monday in January of every even-numbered year
- The term of the two (2) at-large board members shall expire on the first Monday in January of every odd-numbered year.

Upon expiration, board members may apply for reappointment. Each member shall serve until his or her successor is duly qualified and appointed.

2. DUTIES AND POWERS OF THE LAKE COUNTY PEG TV BOARD OF DIRECTORS

The Board of Directors so established shall be responsible for:

- A. Prescribing all rules and regulations for the operation and management of the PEG channel, including adoption of community programming policies;
- B. Establishing the duties and providing general supervision of the Lake County PEG TV Manager;
- C. Securing underwriting funds for operation of the PEG Channel;
- D. Reviewing and authorizing the expenditure of funds provided by the parties to this Agreement for operation of the PEG Channel;
- E. Reviewing and authorizing capital expenditures, funded by the 1% fees collected pursuant to Section 5870 (n) of the Public Utilities Code;
- F. By December 1 each fiscal year, providing fiscal-year-to-date expenditure reports to each participating agency.
- G. By March 1 each fiscal year, preparing and submitting to the County Administrative Office and City Managers' Offices:
 - An Operating Budget; and
 - A Capital Budget.

The Lake County PEG TV Board of Directors will ensure capital expenditures are consistent with FCC regulations; i.e. capital equipment, such as vans, studios, cameras, and/or PEG facilities-related expenses.

March 1 budget submissions shall be accompanied by a report and records documenting fiscal-year-to-date and prior fiscal year operating and capital expenditures.

- 1 H. By April 1 each fiscal year, reporting on the status of Lake County PEG TV before the governing
2 body of each entity party to this Agreement.
- 3 I. Providing for the maximum public benefit and use of the PEG Channel, by supporting progress
4 relevant to the Performance Measures described in Section 6 of this Agreement; and
- 5 J. Recommending modification of this Agreement as may be deemed appropriate; and
- 6 K. Upon any pending termination of this Agreement, recommending the manner of disposition of
7 property and improvements purchased with funding provided through this Agreement.

8 **3. LEAD AGENCY**

9 The City of Clearlake shall be the Lead Agency in administering Lake County PEG TV. Any employees
10 or contractors hired to operate the PEG Channel under the supervision of the Lake County PEG TV
11 Board of Directors shall be employees or contractors of the City of Clearlake. Any change of Lead
12 Agency must be enacted by written agreement of all parties.

13 **4. FISCAL OBLIGATIONS OF THE PARTIES**

- 14 A. Operating Budget Support. The County of Lake, City of Clearlake and City of Lakeport will
15 allocate operating funds in each fiscal year throughout the term of this Agreement.

16 Annual allocations are expected in the following amounts:

- 17 • City of Clearlake (\$8,000);
- 18 • City of Lakeport (\$2,000); and
- 19 • County of Lake (\$15,000).

20 The City of Clearlake's contribution may be provided in-kind, e.g. provision of or for staffing,
21 facilities, insurance and other operating needs.

22 As described in Section 2 (H), above, by April 1, a representative of the Lake County PEG TV
23 Board of Directors will report on the status of the PEG Channel before the governing body of
24 each jurisdiction.

25 Upon completion of said presentation, funds allocated to the PEG Channel shall be distributed
26 c/o the City of Clearlake within 15 days.

27 Upon receipt, said monies shall be deposited in a special agency fund established by the
28 Finance Director of the City of Clearlake, and shall be used exclusively for payment of expenses
29 incurred in operating the PEG Channel, as authorized by the Lake County PEG TV Board of
30 Directors.

PEG AGREEMENT

- 1 B. Capital Budget Support. It is further understood and agreed that the Clearlake City Council,
2 Lakeport City Council and Lake County Board of Supervisors have implemented that portion of
3 Section 5870(n) of the Public Utilities Code which enables each of their respective
4 governmental entities to impose an additional franchise fee specifically and exclusively for
5 purposes of funding to support PEG Channel capital expenses consistent with federal law.
6 Revenues generated from this fee are remitted to the respective local governments by
7 Mediacom. The City of Clearlake, City of Lakeport, and County of Lake shall forward all such
8 revenues to the City of Clearlake to deposit into a special agency fund for the capital budget to
9 be utilized exclusively for legally allowable capital expenses incurred by the PEG Channel.
10 Revenues not spent in the current fiscal year may be retained for qualifying use in future fiscal
11 years.
- 12 C. Fiscal Records. As the Lead Agency, the City of Clearlake shall prepare and maintain
13 accounting records and adopt fiscal policies and practices that are in compliance with standard
14 governmental accounting practices.
- 15 The City of Clearlake shall timely furnish the Lake County PEG TV Board of Directors with all
16 documentation necessary to distribute December and March annual reports, as described in
17 section 2 (G). All documentation detailing how funds provided under this Agreement are
18 expended shall be maintained by the City of Clearlake for the current and three previous fiscal
19 years. The parties may request any available fiscal records at any time.
- 20 D. Non-appropriation. In the event any party to this Agreement does not appropriate the amount
21 specified in section IV (1) in their annual budget, that party shall have the right to withhold the
22 amount without incurring any damages or penalties. If such funding is not provided in one fiscal
23 year, the governing body of the party withholding said monies shall consider providing that
24 amount in the next fiscal year, in addition to the monies provided for the current year.

5. TERM OF AGREEMENT

26 This Agreement shall begin on the date of execution by all parties to this Agreement, and shall continue
27 in full force and effect until June 30, 2021, unless terminated as hereinafter provided. By March 1,
28 2021, the City Managers of each City and the County Administrative Officer shall meet to discuss the
29 extension of this Agreement for an additional two-year period.

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6. PERFORMANCE MEASURES

Except as specified below, timelines and oversight will be established by the Lake County PEG TV Board of Directors, in the following areas of priority:

- A. **By June 30, 2020**, work with staff from each jurisdiction to equip all Board rooms with high quality Audio/Visual technology, to ensure the accessibility of Council and Board meetings; and
- B. Enable content providers to upload video content for broadcast on the PEG Channel, and provide clear instructions for the public on any requirements for submission; and
- C. Live stream Lake County PEG TV content via YouTube or a similarly freely and publicly available channel that offers multilingual Closed Captioning, and promote the availability of this content through appropriate Social Media; and
- D. **By December 31, 2019**, provide equipment and training to County Library staff, to facilitate broad access to digital video tools, promoting digital literacy in Lake County; and
- E. Document and report upon fundraising/underwriting efforts at Lake County PEG TV Board Meetings, and provide updates to the Cities and County, upon request.

7. TERMINATION

Any party to this Agreement may withdraw from the Agreement by submitting a letter of withdrawal to the Board of Directors no later than May 1st of each year, to become effective on June 30th. Additionally, the parties may mutually agree to terminate this Agreement at any time, with 90 days' notice.

8. MODIFICATION

This Agreement may only be modified by a written amendment thereto, executed by all parties.

9. NOTICES

All notices that are required to be given by one party to the other party under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake	City of Clearlake	City of Lakeport
Administrative Office	City Manager	City Manager
255 N. Forbes St.	14050 Olympic Dr.	225 Park St.
Lakeport, CA 95453	Clearlake, CA 95422	Lakeport, CA 95453

PEG AGREEMENT

10. EXHIBIT

Exhibit "A" – Compliance Provisions, is incorporated herein by reference.

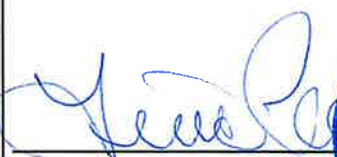
11. ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussion hereto and between the parties related to the subject matter of this Agreement.

Agreement Between the City of Clearlake, City of Lakeport and County of Lake for Operation of a PEG Cable Television Channel, executed July 16, 2019.

IN WITNESS WHEREOF, the parties have executed this Amendment by their proper officers.

COUNTY OF LAKE



Chair, Board of Supervisors



7-16-19

Date executed

ATTEST: CAROL J. HUCHINGSON

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT

County Counsel

By: 



PEG AGREEMENT

CITY OF CLEARLAKE



Mayor, City of Clearlake



Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

RYAN JONES

City of Clearlake, Attorney

By: 



CITY OF LAKEPORT



Mayor, City of Lakeport

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

DAVID RUDERMAN

City of Lakeport, Attorney

By: _____

PEG AGREEMENT

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CITY OF CLEARLAKE

SEE ATTACHED

Mayor, City of Clearlake

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

RYAN JONES

City of Clearlake, Attorney

By: _____

CITY OF LAKEPORT

[Signature]

Mayor, City of Lakeport

9/3/19

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

DAVID RUDERMAN

City of Lakeport, Attorney

By: Heelys Buendia

[Signature]

EXHIBIT "A" – COMPLIANCE PROVISIONS**1. NON-DISCRIMINATION**

In the performance of the work authorized under this Agreement, the parties shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

2. INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify and hold the other parties harmless against all actions, claims, demands, and liabilities, and against all losses, damages, costs, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claims, demands, liabilities, losses, damages, costs, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

The obligations under this Section shall survive the termination of the Agreement.

3. DUE PERFORMANCE – DEFAULT

Each party agrees to fully perform all aspects of this Agreement. If any default occurs, a party shall give written notice of said default to the other parties. If the party in default does not fully correct (cure) the default within 30 days of that notice (i.e. the time to cure), then such party shall be in default.

The time period for corrective action of the party in default may be extended upon written agreement, executed by all parties. The executed notice must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision, and shall demand that the party in default perform the provisions of this Agreement within the applicable period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

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4. INSURANCE

As the Lead Agency, the City of Clearlake shall procure and maintain, at its own expense during the term hereof, the following:

- A. **Compensation Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance, as required by the State of California, for all employees to be engaged in work under this Agreement. In any case such work is contracted, contractors shall be required similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** Upon itself and its employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal and advertising injury, premises-operations, products and completed operations, blanket contractual and independent contractor's liability.
- C. **Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with fulfilling the terms of this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

5. ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

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PEG AGREEMENT**7. ADHERENCE TO APPLICABLE DISABILITY LAW**

The parties to this Agreement shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C Sections 12101, et seq.), California Government Code Sections 12920 et seq., and all related state and local laws.

8. HIPAA COMPLIANCE

The parties to this Agreement will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and will make their best efforts to preserve data integrity and the confidentiality of protected health information.

9. SAFETY RESPONSIBILITIES

The parties to this Agreement will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. All parties agree that in the performance of work under this Agreement, they will provide for the safety needs of their employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

10. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the law of the State of California, and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. All parties waive any right of removal they might have under California Code of Civil Procedure Section 394.

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CLEARLAKE, CITY OF LAKEPORT AND COUNTY OF LAKE FOR OPERATION OF A LOCAL PUBLIC, EDUCATIONAL, GOVERNMENTAL (PEG) CABLE TELEVISION CHANNEL

THIS AMENDMENT is entered into this _____ day of _____, 2023, by and between the City of Clearlake, City of Lakeport and County of Lake, for operation of a local public, educational, governmental cable television channel, hereinafter referred to as Lake County PEG TV.

WITNESSETH

WHEREAS, in July of 2019, the City of Clearlake, City of Lakeport and County of Lake entered into a written Agreement to continue the operation, maintenance and funding of Lake County PEG TV, in the best interest of the citizens of Lake County, with said Agreement to expire June 30, 2021; and

WHEREAS, that Agreement envisioned extension of the "Term of Agreement," in two-year increments, as found to be desirable and appropriate by the parties thereto and the Lake County PEG TV Board of Directors.

WHEREAS, all parties previously acted to extend the Term of this Agreement through June 30, 2023, with the First Amendment to the 2019 Agreement.

WHEREAS, all parties wish to continue their participation through at least June 30, 2025.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Section 5. of the original 2019 agreement is hereby amended as follows:

This Agreement shall begin on the date of execution by all parties to this Agreement and shall continue in full force and effect until June 30, 2025, unless terminated as hereinafter provided.

By March 1, 2025, the City Managers of each City and the County Administrative Officer shall meet to discuss the extension of this Agreement.

Except as specifically modified herein, all other terms and conditions of the July 16, 2019 Agreement shall remain in full force and effect.

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SECOND AMENDMENT, FILED

1 IN WITNESS WHEREOF, the parties have executed this Amendment by their proper officers.

2
3 **COUNTY OF LAKE**

4
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6 _____
7 Chair, Board of Supervisors

Date executed

8
9 **ATTEST: SUSAN PARKER**
10 Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

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12
13 By: _____

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15 **CITY OF CLEARLAKE**

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18 _____
19 Mayor, City of Clearlake

Date executed

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21 ATTEST: City Clerk

APPROVED AS TO FORM:
RYAN JONES
City of Clearlake, Attorney

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25 By: _____

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SECOND AMENDMENT, FLS

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CITY OF LAKEPORT

Mayor, City of Lakeport

ATTEST: City Clerk

Date executed

APPROVED AS TO FORM:

DAVID RUDERMAN
City of Lakeport, Attorney



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Continuation of Director of Emergency Services/City Manager Proclamation Declaring a Local Emergency for The Boyles Fire

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

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

WHAT IS BEING ASKED OF THE CITY COUNCIL:

On September 8, 2024, the Director of Emergency Services/City Manager issued a Proclamation of Local Emergency due to the Boyles Fire (attached), which was ratified by the City Council on September 12, 2024.

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. Thereafter, the emergency declaration must be continued by affirmation of the Council every 60 days.

Staff believes there is still a need to continue the local emergency order 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:** 1) Proclamation Declaring a Local Emergency for The Boyles Fire



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653

PROCLAMATION BY THE CITY OF CLEARLAKE DIRECTOR OF EMERGENCY SERVICES DECLARING A LOCAL EMERGENCY FOR THE BOYLES FIRE

WHEREAS, City of Clearlake Municipal Code Section 2-11.6 empowers the Director of Emergency Services (City Manager) to proclaim the existence or threatened existence of a local emergency when the city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on September 8, 2024 the Boyles Fire was started near Boyles Avenue and 8th Avenue in Clearlake and quickly spread north quickly driven by high winds.; and

WHEREAS, after a fierce fire fight by various partners from throughout the region, and led by CalFire and the Lake County Fire Protection District, approximately 90 acres were scorched, approximately 30 homes were lost, Pacific Gas and Electric infrastructure was damaged, and significant private property damage occurred, of which the full extent is still unknown; and

WHEREAS, dozens of Clearlake families have lost their homes and property; and

WHEREAS, such recovery from such conditions is beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat and clean up; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to the impacts of the Boyles Fire; and

WHEREAS, the City Manager, as the City's Director of Emergency Services, has the power to declare a local emergency as authorized by Government Code section 8630 and Clearlake Municipal Code section 2-11.6.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Clearlake as follows:

- A. A local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled within the footprint of the Boyles Fire and beyond.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Clearlake Emergency Operations Plan.
- D. The City Council shall review and ratify this proclamation within seven (7) days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.
- E. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Clearlake; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

DATED: September 8, 2024

A handwritten signature in black ink, consisting of a series of loops and a final horizontal stroke.

Alan D. Flora
Director of Emergency Services



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Continuation of Director of Emergency Services/City Manager Proclamation Declaring a Local Emergency for Winter Storms

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

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

WHAT IS BEING ASKED OF THE CITY COUNCIL:

On February 9, 2024, the Director of Emergency Services/City Manager issued a Proclamation of Local Emergency due to winter storms (attached), which was ratified by the City Council on February 15, 2024.

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. Thereafter, the emergency declaration must be continued by affirmation of the Council every 30 days.

Staff believe there is still a need to continue the local emergency order 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:** 1) Proclamation Declaring a Local Emergency for Winter Storms



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653

PROCLAMATION BY THE CITY OF CLEARLAKE DIRECTOR OF EMERGENCY SERVICES DECLARING A LOCAL EMERGENCY FOR WINTER STORMS

WHEREAS, City of Clearlake Municipal Code Section 2-11.6 empowers the Director of Emergency Services (City Manager) to proclaim the existence or threatened existence of a local emergency when the city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, starting on February 2, 2024 a winter storm resulted in high winds and heavy rain; and

WHEREAS, these conditions have caused a loss of stability to trees and hillsides, including significant damage to property, infrastructure and public safety within the city limits; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the impacts of the winter storms; and

WHEREAS, the City Manager, as the City's Director of Emergency Services, has the power to declare a local emergency as authorized by Government Code section 8630 and Clearlake Municipal Code section 2-11.6.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Clearlake as follows:

- A. A local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property, as detailed in the recitals set forth above.
- B. The area within the City which is endangered and/or imperiled.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Clearlake Emergency Operations Plan.
- D. The City Council shall review and ratify this proclamation within seven (7) days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.
- E. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Clearlake; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

DATED: February 9, 2024



Alan D. Flora
Director of Emergency Services



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Discussion Regarding Collection of Fire Mitigation Impact Fees on Behalf of the Lake County Fire Protection District

MEETING DATE:

Aug. 7, 2025

SUBMITTED BY: Alan Flora, City Manager

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider potential changes to Ordinance No. 276-2024, which updates Clearlake Municipal Code ("CMC") §3-5, Fire Mitigation Fee, related to collection of the fire mitigation impact fees on behalf of the Lake County Fire Protection District.

BACKGROUND/DISCUSSION:

Government Code §66000 ("Mitigation Fee Act") allows government agencies, including a county, city, whether general law or chartered, city and county, school district, special district, authority, agency, any other municipal public corporation or district, or other political subdivision of the state, to approve fees charged to permits for new development projects, defined as construction or reconstruction, to be used to improve public facilities, including public improvements, public services, and community amenities. Unlike the City, the LCFPD does not have the ability to adopt impacts fees on their own behalf. Fire Districts are governed by the Health and Safety Code §13916 to charge fees. This section specifically states, "a district board shall not charge a fee on new construction or development for the construction of public improvements or facilities or the acquisition of equipment." In 1990, after further review of the conflicting Mitigation Fee Act and H&S §13916, the Attorney General opined Fire Districts could not adopt their own impact fees because the ability to charge a fee came from the police powers of a city granted to it by Article XI §7 of the California Constitution.

In this case, the City of Clearlake is the path for the LCFPD to adopt fire mitigation fees. As a result, the City adopted the fire mitigation fees on behalf of the LCFPD, originally in the 1990's. The ordinance was codified into CMC §3-5, the "Fire Mitigation Fee Ordinance." Last year, the LCFPD updated the nexus study for mitigation fees and after a workshop and several meetings, the City Council adopted amendments to the Fire Mitigation Fee Ordinance that increase the fees collected as well as several other administrative changes, including changing the collection of the fees.

Since the amendments have been updated the City has been collecting the fees during the building permit process and then remitting the fees to the LCFPD. In June of this year, Chief Sapeta requested

that the process be changed to allow the District to collect the fees. This would require an amendment to the CMC.

Section 3-5, Fire Mitigation Fee of the CMC can be viewed [here](#).

OPTIONS:

1. Provide direction to staff on leaving the CMC as it is, or
2. Provide direction to staff to bring back an amendment to change the collection process.

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: Minimal staff impact for fee collection on behalf of the District and management of fund, interest allocation and remittance to the District.

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

☐ **Attachments:**