



CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, September 15, 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/89092594720>

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 [mwanon@clearlake.ca.us](mailto:mwanson@clearlake.ca.us).

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

E. PRESENTATIONS

1. Presentation of September's Adoptable Dogs
2. Swearing In of New Police Department Employees
3. Presentation of a Proclamation Declaring September 23, 2022 as Native American Day

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 Acceptance of the Property Located at 16626 3rd Avenue Clearlake.
Recommended Action: Accept property and authorize the City Manager to sign the Certificate of Acceptance.
5. Approve Police Chief's Response to 2021-22 Grand Jury Report on Abandoned Vehicles
6. Continuation of Authorization to Implement and Utilize Teleconference Accessibility to Conduct Public Meetings Pursuant to Assembly Bill 361
Recommended Action: Adopt Resolution

- 7. Approval of Response to the 2021-22 Grand Jury Report - "Not Your Grandpa's Dump"
Recommended Action: Approve the Draft Response to the 2021-22 Grand Jury Report and Authorize the Mayor to Sign
- 8. Warrants
Recommended Action: Receive and file
- 9. Acceptance for Filing the 2022 Local Agency Biennial Notice Regarding Amendments to the Conflict of Interest Code
Recommended Action: Accept for filing

H. BUSINESS

- 10. Presentation and Discussion of Phase 2 Lake County Recreation Center Feasibility Study
Recommended Action: Direction to Staff
- 11. Discussion of Mutual Aid Agreement Between the City of Ukiah, City of Fort Bragg, City of Willits, City of Point Arena, City of Clearlake, and City of Lakeport
Recommended Action: Approve the Mutual Aid Agreement and Authorize the City manager to Sign.
- 12. Consideration of Amendment of Agreement with Pacific Gas and Electric for use of the Community/Senior Center for non-PSPS emergencies.
Recommended Action: Approve Amendment and Authorize the City Manager to Sign.

I. CITY MANAGER AND COUNCILMEMBER REPORTS

J. FUTURE AGENDA ITEMS

K. CLOSED SESSION

- (13) Conference with Legal Counsel: Anticipated Litigation Pursuant to Government Code Section 54956.9(b): Two (2) Potential Cases

L. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION

M. ADJOURNMENT

POSTED: September 12, 2022

BY:



Melissa Swanson, Administrative Services Director/City Clerk



Native American Day September 23, 2022

WHEREAS, on Native American Day, we acknowledge and honor the first people of Lake County and Clearlake, who exemplify the values of all those in our community in their resilience, compassion, and strength; and

WHEREAS, Lake County has been home to people for more than 12,000 years, and the richly diverse cultures of the Tribal Nations indigenous to Lake County and Clearlake have influenced every aspect of our community's history; and

WHEREAS, Native Americans have helped to make our community stronger and more prosperous; and

WHEREAS, we celebrate the richness of the City's unique Tribal history and traditions and the impact Native American cultures have had on every American; and

NOW, THEREFORE, BE IT PROCLAIMED that the Clearlake City Council does hereby call upon all citizens to recognize the special contributions Native Americans have made to our City, and salutes those who have sought to honor the important role of Tribal leadership in our City's past, present, and future.

Dated this 15th day of September, 2022

Dirk Slooten, Mayor

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Consideration of Acceptance of the Property Located at 16626 3 rd Avenue Clearlake Ca 95422	MEETING DATE: September 15, 2022
SUBMITTED BY: Tina Viramontes – Recreation and Events Coordinator	
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 accept the property located at 16626 3rd Avenue and authorize City Manager to sign the Certificate of Acceptance.

BACKGROUND/DISCUSSION:

The owners of the property located at 16626 3rd Avenue have offered to donate the property to the City of Clearlake. This parcel was presented to the Clearlake Planning Commission to verify the donation is consistent with the General Plan. If approved by Council, the City would then intend to offer the property to a qualifying purchaser to build a new construction home.

OPTIONS:

1. Move to approve the acceptance of the property located at 16626 3rd Avenue and allow the City Manager to sign the Certificate of Acceptance.
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 approve the acceptance of the property located at 16626 3rd Avenue and authorize the City Manager to sign the Certificate of Acceptance.

- Attachments:**
 1. Parcel information for the property located at 16626 3rd Avenue
 2. Parcel map of the property location.
 3. Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code 27281

This is to certify that the interest in real property conveyed by the Quit Claim Deed dated 6/2/2021 from Cynthia Chiechi and Richard T. Cheichi to the City of Clearlake, a political corporation and/or governmental agency is hereby accepted by order of the City Council of the City of Clearlake on _____, and the grantee consents to recordation thereof by its duly authorized officer.

DATED:

CITY OF CLEARLAKE

Alan Flora
City Manager

By: _____
Alan Flora



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CLEARLAKE POLICE DEPARTMENT

14050 Olympic Drive, Clearlake, CA 95422

Andrew White | Chief of Police

September 7, 2022

Honorable Michael S. Lunas
Presiding Judge
Superior Court of California, County of Lake
255 N. Forbes Street, 4th Floor
Lakeport, CA 95453

SUBJECT: Response to 2021-2022 Grand Jury Final Report Entitled: “Persistent Blight on the Landscape: Abandoned Vehicles in Lake County”

Dear Judge Lunas:

Pursuant to California Penal Code Section 933.05(a), (b), and (c), the following are my responses as Chief of Police of the Clearlake Police Department, which includes the Code Enforcement Bureau, to the findings and recommendations in the above-entitled Grand Jury Report:

FINDINGS

- F-1 Agree.
- F-2 Agree.
- F-3 Agree.
- F-4 Agree.

RECOMMENDATIONS

- R-2 Will not be implemented.

That the Clearlake Police Department dedicate one Code Enforcement Officer full-time to the abatement of abandoned vehicles.

Assigning a code enforcement officer full-time to the abatement of abandoned vehicles is not financially feasible at the current time and would negatively impact Code Enforcement’s ability to address other violations that impact the community.

The code enforcement supervisor and two officers address the abatement of abandoned vehicles as part of their case load in their assigned areas. A third officer focuses on the tagging and abatement of abandoned vehicles but not to the exclusion of other important duties, such as supporting the two officers in addressing overgrown and hazardous vegetation.



Grand Jury Response
9/7/2022

The obstacle to removing more abandoned vehicles in the City is not workload capacity, but rather funding for the towing and abatement of the vehicles. The department has been proactive in tackling this challenge by revamping the parking citation process, leveraging technology to make the process more efficient, proposing ordinance amendments to strengthen the laws related to abandonment of vehicles and requesting budget increases above and beyond what is distributed through the Abandoned Vehicle Abatement Service Authority (AVA).

The removal of abandoned vehicles from Clearlake is a priority and the evidence of that is in our tagging and towing statistics. The appropriation of funding well above and beyond what is distributed through AVA is evidence of the City Council's commitment to this effort.

I would like to thank the Grand Jury for their efforts in completing this report and their recommendations. We especially appreciate the members who took the time to meet with our staff and learn more about the challenges and opportunities related to this subject.

Best Regards,

ANDREW WHITE
Chief of Police



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. 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. 2022-56

RESOLUTION NO. 2022-56

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 15th day of September, 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: Approval of Response to the 2021-22 Grand Jury Report – “Not Your Grandpa’s Dump”	MEETING DATE: Sep. 15, 2022
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to approve a response to the 2021-22 Grand Jury Report – “Not Your Grandpa’s Dump.”

BACKGROUND/DISCUSSION:

The Grand Jury published a report entitled, “Not Your Grandpa’s Dump”. The report largely focuses on the landfill, but also addresses recycling and requires a response from the City Council. A draft response letter is attached for your review and approval.

The full Grand Jury Report can be found [here](#).

OPTIONS:

1. Approve the draft response to the 2021-22 Grand Jury Report and Authorize the Mayor to Sign.
2. Provide alternative 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:

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: Draft Grand Jury Response Letter



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

September 15, 2022

Honorable Michael S. Lucas
Presiding Judge
Superior Court of California, County of Lake
255 N. Forbes Street
Lakeport, CA 95453

Dear Judge Lucas:

RE: RESPONSE TO THE 2021-2022 LAKE COUNTY CIVIL GRAND JURY REPORT “NOT YOUR GRANPA’S DUMP”

The Lake County Civil Grand Jury released a report on garbage and recycling as part of its 2021-2022 report. This Grand Jury’s recommendations required the Clearlake City Council respond to recommendation #3 (R3).

Findings – The Clearlake City Council agrees with Findings #1-15.

Recommendation – R3: Will not be implemented.

- *That the Clearlake City Council formulate ordinances requiring any retail businesses that sell plastic bottles also to redeem them, including possibly using reverse vending machines, as a condition of their business license.*
- While the City Council appreciates the thoughtful review of garbage and recycling in Lake County this is not a feasible solution. We do believe in local solutions, but this is one that conflicts too much with state programs administered by CalRecycle. The State of California needs to be part of the solution and solve this California wide problem, rather than the City forcing a haphazard solution on the backs of our local businesses.

We would like to thank the Grand Jury for you efforts in completing this report and your recommendations.

Sincerely,

Dirk Slooten, Mayor



Clearlake, CA

Check Register

Packet: APPKT01593 - 8/31/22 CHECK RUN CM

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
	Void	08/31/2022	Regular	0.00	0.00	13260
	Void	08/31/2022	Regular	0.00	0.00	13261
	Void	08/31/2022	Regular	0.00	0.00	13262
000548	COMPUTER LOGISTICS	08/31/2022	Regular	0.00	450.00	13263
VEN01191	NORTH BAY ANIMAL SERVICES	08/31/2022	Regular	0.00	62,500.00	13264
VEN01260	RESOURCE ENVIRONMENTAL, INC.	08/31/2022	Regular	0.00	12,000.00	13265

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	3	0.00	74,950.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	4	6	0.00	74,950.00

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2022	74,950.00
			<hr/>
			74,950.00

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Acceptance for Filing the 2022 Local Agency Biennial Notice Regarding Amendments to the Conflict of Interest Code	MEETING DATE: Sept. 15, 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 accept for filing the 2022 Local Agency Biennial Notice submitted by the City of Clearlake.

BACKGROUND/DISCUSSION:

The City of Clearlake must submit a “Local Agency Biennial Notice” to the City Council determining that either amendments to the adopted Conflict of Interest Codes are required or that no amendments are necessary. If the City determines that amendments are necessary, the amended Code must be submitted to the City Council for approval within 90 days from the date of the biennial notice.

Attached is the 2022 Local Agency Biennial Notices from the City of Clearlake indicating that the City has determined that amendments are necessary. Changes will include the additions and deletions of certain staff positions.

OPTIONS:

1. Move to accept for filing the 2022 Local Agency Biennial Notice.
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 accept the 2022 Local Agency Biennial Notice for filing.

- Attachments:** 1) 2022 Local Agency Biennial Notice

2022 Local Agency Biennial Notice

Name of Agency: City of Clearlake

Mailing Address: 14050 Olympic Drive, Clearlake CA 95422

Contact Person: Melissa Swanson Phone No. 707-994-8201x106

Email: mswanson@clearlake.ca.us Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other *(describe)* _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

CITY OF CLEARLAKE

Successor Agency



STAFF REPORT	
SUBJECT: Presentation and Discussion of Phase 2 Lake County Recreation Center Feasibility Study	MEETING DATE: Sep. 15, 2022
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to receive a presentation on the Phase 2 Feasibility Study regarding County-wide recreation facilities planning efforts and provide direction to staff regarding continued involvement.

BACKGROUND/DISCUSSION:

In July of 2021 the City of Lakeport, City of Clearlake and County of Lake received a “Phase 1” feasibility report regarding development of recreation center facilities throughout the County. This was the culmination of an effort started by various individuals and community groups and joined by educational representatives and local government. All groups supported a “Phase 2” to determine feasibility with public polling and more detailed look at programming, design, and funding. This work has been completed. After a review of the report, staff would like to have direction from the Council on continued involvement in this process.

OPTIONS:

- 1. 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: No request for funding at this time.

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: Presentation

LAKE COUNTY REGION

Phase 2 Recreation Center Feasibility Study



Presented by:



AGENDA

- » PROJECT LOCATION OPPORTUNITIES
- » COMMUNITY SURVEY RESULTS
- » CONCEPTUAL DESIGNS
- » CAPITAL COST ESTIMATES
- » OPERATIONAL COST ESTIMATES
- » RECOMMENDATIONS

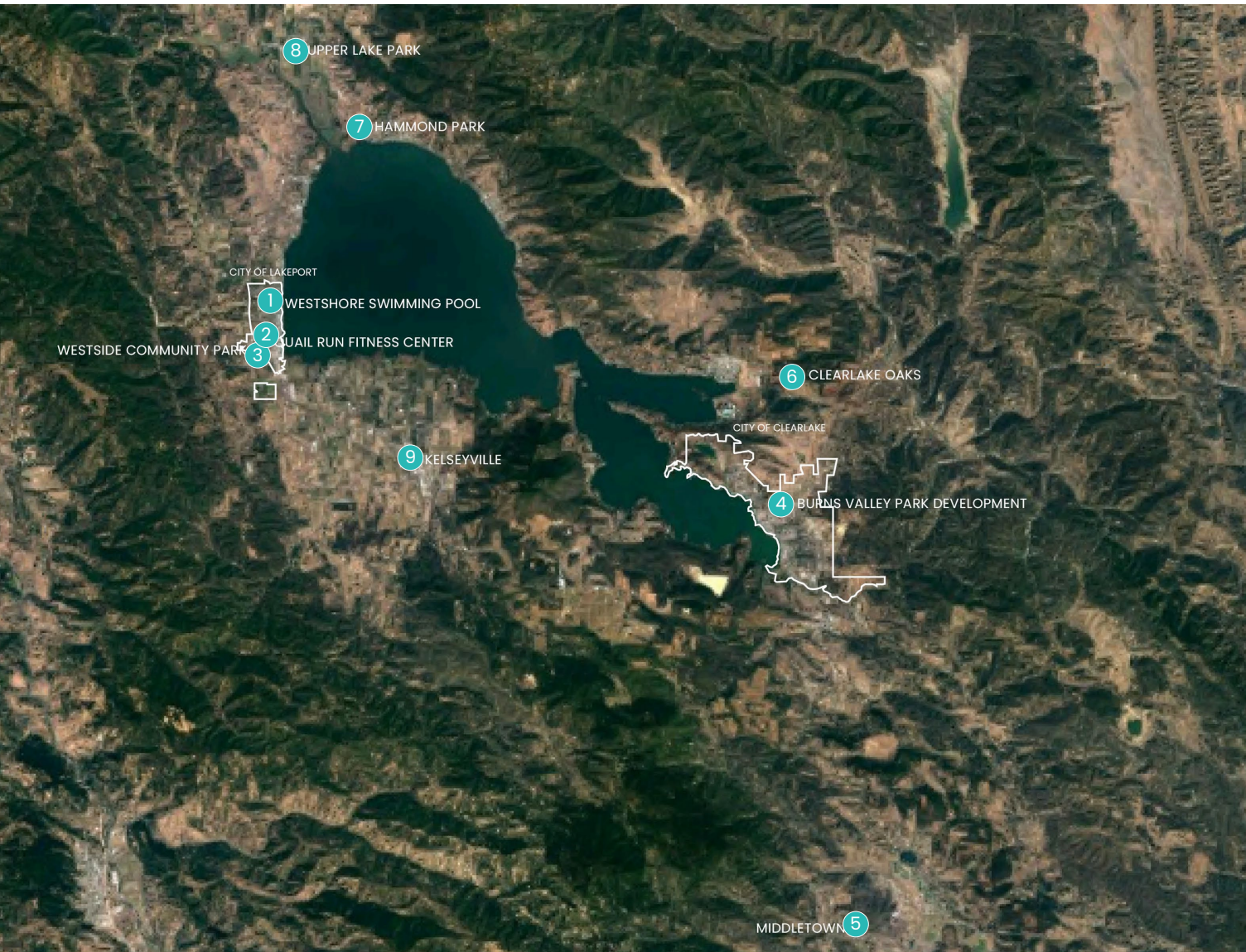


PROJECT LOCATION OPPORTUNITIES



PROJECT LOCATION OPPORTUNITIES

POSSIBLE LOCATIONS & SITE SELECTION CRITERIA



PHASE 1 RECAP

OPTION 1

Westshore
Swimming Pool
250 Lange Street,
Lakeport, CA

OPTION 2

Quail Fun Fitness
Center
1279 Craig Avenue,
Lakeport, CA

OPTION 3

Westside
Community Park
1401 Westside Park Road,
Lakeport, CA

OPTION 4

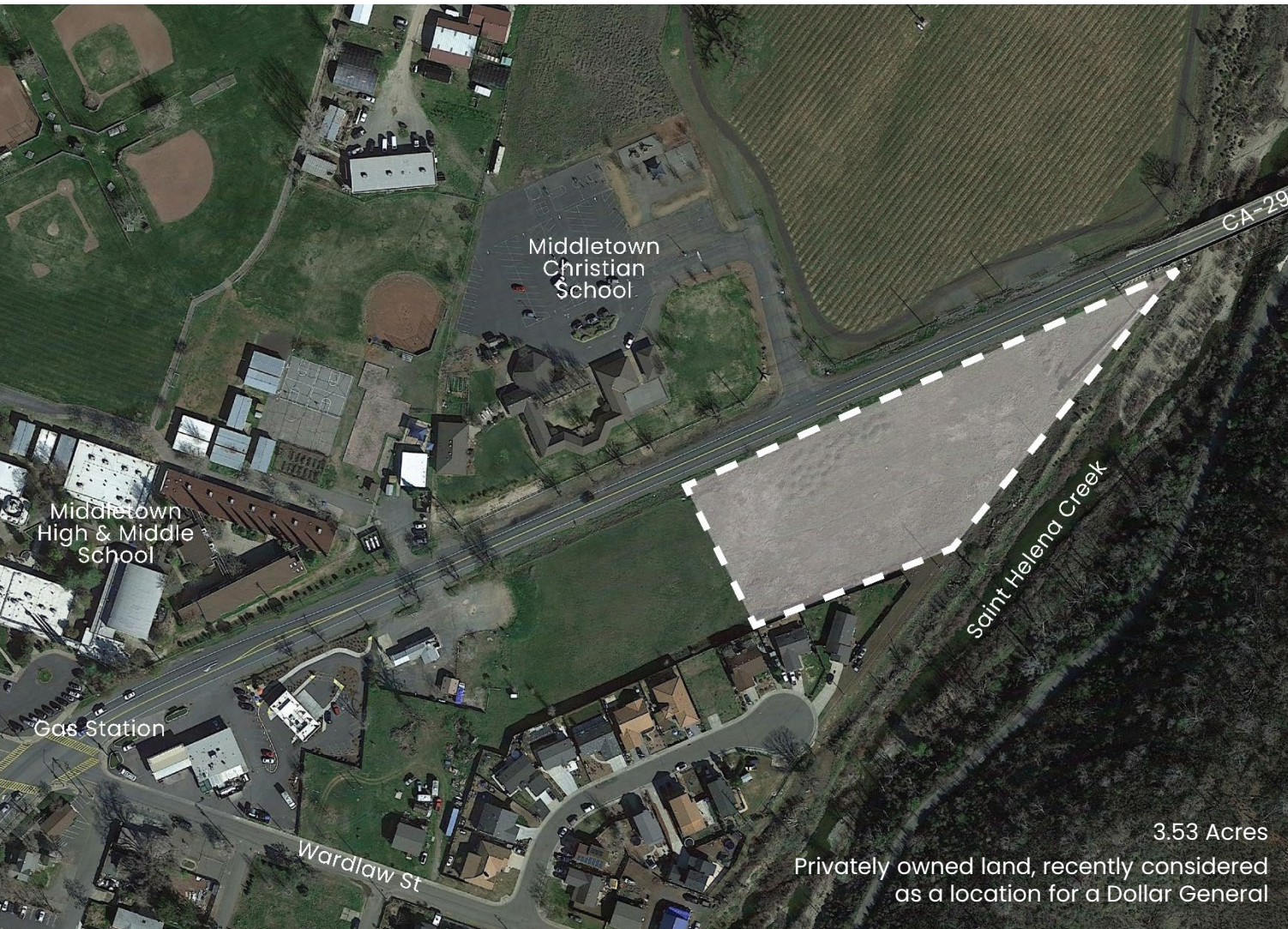
Clearlake "Burns
Valley Park"
14785 Burns Valley Road,
Clearlake, CA



PROJECT LOCATION OPPORTUNITIES

OPTION 5: MIDDLETOWN

20600 CA-29, Middletown, CA 95461



PROS

- » Possible joint-use opportunity with Middletown HS & MS
- » High visibility on main highway

CONS

- » County already operates a recreational pool in Middletown
- » Currently not owned by a public entity
- » No apparent adjacent community assets nearby (parks, centers, etc.)

PROJECT LOCATION OPPORTUNITIES

OPTION 6: CLEARLAKE OAKS

15300 E State Hwy 20, Clearlake Oaks, CA 95423



PROS

- » High visibility on main highway
- » Currently being considered for regional park & part of a larger nature preserve

CONS

- » Currently in early process of donation
- » No infrastructure existing to support facilities
- » No apparent adjacent community assets nearby prior to park being built

PROJECT LOCATION OPPORTUNITIES

OPTION 7: HAMMOND PARK

2490 Lakeshore Boulevard, Nice, CA 95464



PROS

- » Current community park

CONS

- » Less visibility than comparable sites
- » Less room to add recreation or aquatic amenities (area to west is primarily wetlands)
- » Existing master plan may preclude aquatic or recreation uses
- » No adjacent community assets nearby (parks, centers, etc.)



PROJECT LOCATION OPPORTUNITIES

OPTION 8: UPPER LAKE PARK

615 E State Hwy 20, Upper Lake, CA 95485



PROS

- » Current community park
- » Some potential synergies with local high school, casino & retail center
- » Underutilized softball field

CONS

- » Less room to add recreation or aquatic amenities without compromising existing amenities
- » Adding dog park & basketball court currently



PROJECT LOCATION OPPORTUNITIES

OPTION 9: KELSEYVILLE

5005 Second Street, Kelseyville, CA 95451



PROS

- » Northern area underutilized

CONS

- » Small site would require complete loss of current park amenities
- » No apparent adjacent community assets nearby (parks, centers, etc.)
- » Ownership remains unknown

PROJECT LOCATION OPPORTUNITIES RECOMMENDATIONS

OPTION 3

Westside Community Park
1401 Westside Park Road, Lakeport, CA



- » Already part of the City of Lakeport designated park area
- » Several synergies with park amenities as well as parking and utilities
- » Proximity to the highway is ideal for public access

OPTION 4

Clearlake "Burns Valley Park"
14785 Burns Valley Road, Clearlake, CA



- » Co-location on the Lakeport USD site could allow for ease of joint-use
- » Possible underground infrastructure and pool shell re-use

DECIDING FACTORS

- » Community park proximity
- » Shared parking
- » Co-location of libraries/centers/schools/pools
- » "Place making" principles



COMMUNITY SURVEY RESULTS



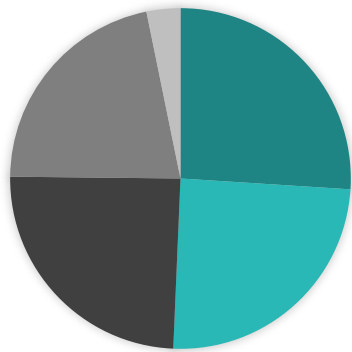
COMMUNITY SURVEY RESULTS

Section H, Item 10.

WHO PARTICIPATED?

99%

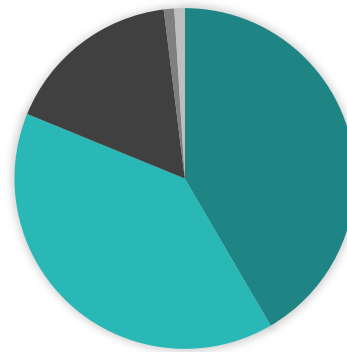
Lake County Residents



26% City of Lakeport
25% City of Clearlake
24% North Lake County
22% South Lake County
3% N/A

82%

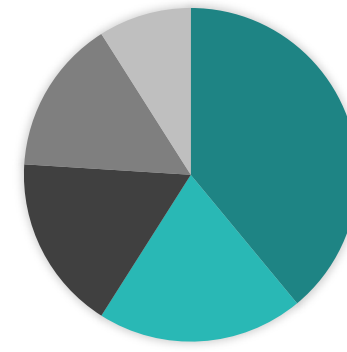
Aged 35+



42% Ages 35-54
40% Ages 55+
17% Ages 18-34
1% Ages 0-17
1% N/A

41%

Households with Youth



39% General Adults
20% Seniors
17% Elementary Age
15% Teenage
9% Pre-School



COMMUNITY SURVEY RESULTS

CURRENT RECREATIONAL USE

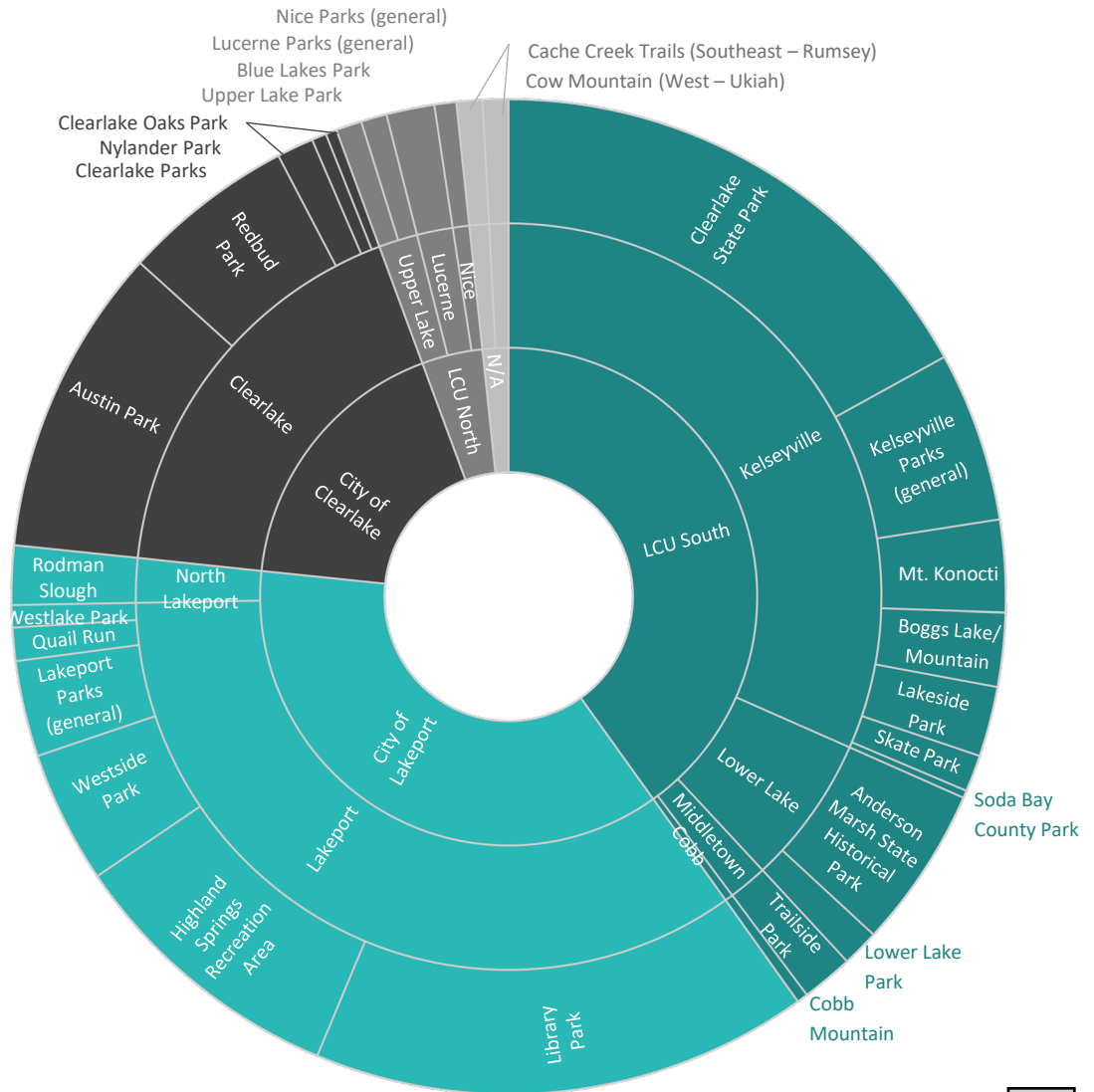
83%
Recreational Participants

Types

- Parks
- Aquatics
- Hiking/Walking
- Sports Fields
- Lake Access
- Camping
- Dog Parks
- Basketball
- Music
- Tennis Courts
- Fair
- Fishing/Birding
- Disc Golf

Locations

- 40% South Lake County
- 36% City of Lakeport
- 18% City of Clearlake
- 4% North Lake County
- 2% N/A



COMMUNITY SURVEY RESULTS

RECREATIONAL CENTER PRIORITIES

Missing Amenities

- Youth Amenities
- Trails/Paths/Bike Lanes
- Recreation Center
- Bowling/Arcade/Batting Cage/Mini Golf
- Aquatics
- Gymnasium/Fitness
- Tennis/Pickle Ball
- Lake Access
- Clean & Safe
- Classes
- Basketball & Sports Fields
- Parks
- Roller Rink
- Rock Wall/Obstacle Courses/Disc Golf
- Family Activities
- Senior Center/Programs
- Skate Park
- ADA Accessible & Disabled Programs

Desired Amenities

- Fitness/Aerobics
- Game Room
- Gymnasium
- Training Room
- Racquetball
- Spin Classes
- Aquatics
- Tennis/Pickle Ball/Handball
- Track
- Youth Amenities
- Senior Center/Programs
- Bowling/Arcade

Most Important Amenities

- Fitness/Aerobics
- Adult Sports/Athletics
- Community Events
- Classes
- Social Activity Spaces
- Youth Sports/Athletics
- Cultural Arts
- Technology Rich Environments
- Aquatics
- ADA & Disabled Programs
- Trails/Paths/Bike Lanes
- Senior Center/Programs



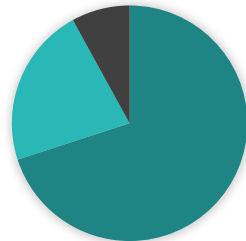
COMMUNITY SURVEY RESULTS

77%
Prefer Combined Aquatics/
Recreation Facility

70%
Prefer Indoor Aquatics

AQUATIC CENTER PRIORITIES

Preferred Type

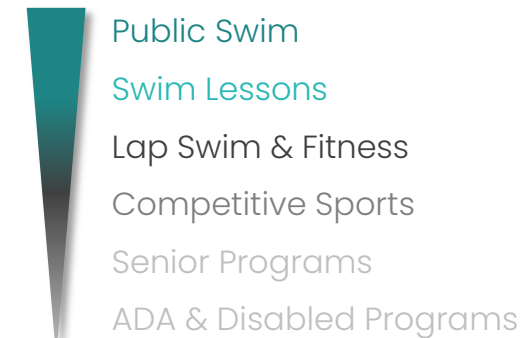


70% Indoor
22% Outdoor
8% Both

Desired Amenities



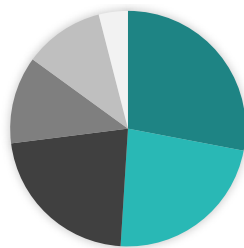
Most Important Amenities



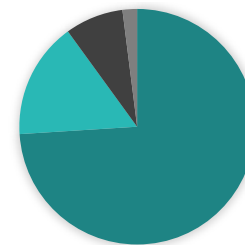
51%
Prefer One of Lake
County's Main Cities

74%
Willing to Travel 30 Minutes

LOCATION PREFERENCES



28% Lakeport
23% Clearlake
22% Combined



12% South Lake
11% North Lake
4% Kelseyville

74% 15-30 Minutes
16% 30-45 Minutes
8% 1-15 Minutes
2% 45+ Minutes



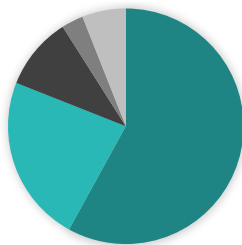
COMMUNITY SURVEY RESULTS

Section H, Item 10.

95%
Likely to Visit

58%
Likely to Visit Weekly

VISITING THE FACILITY

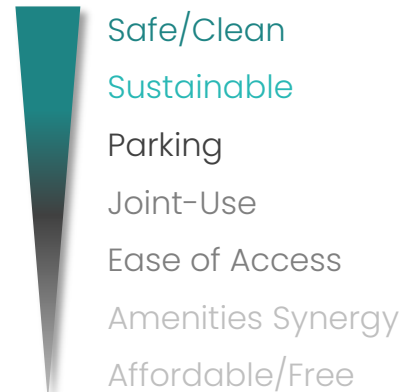


- 58% Weekly
- 23% Daily
- 10% Monthly
- 3% Multiple x/Week
- 6% Other

Visiting Roadblocks

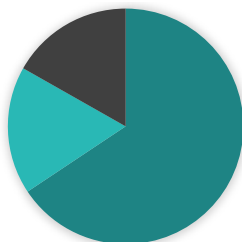


Construction Priorities



86%
Support Joint-Use

JOINT-USE & FUNDING



- 86% Support Joint-Use
- 23% Neutral
- 22% Do Not Support

Funding Support



SURVEY RESULTS SUMMARY

COMMUNITY SUPPORT

- » There is **overwhelming support** from the Lake County Community for new recreation & aquatics facilities, most reporting that they would frequently travel up to 30 minutes to utilize these centers
- » Most respondents noted that **youth** needed more amenities
- » The idea of a **new aquatics facility** was the most exciting & highly requested desire throughout the survey
- » While excited for these new possibilities, many respondents were **concerned most about location, cost, accessibility & safety/security**

TOP RECREATIONAL PRIORITIES

- » Fitness/gymnasium
- » Community events & classes
- » Youth activities & sports

TOP AQUATICS PRIORITIES

- » Swim lessons & public swim
- » Both adult & family areas
- » Competitive sports & fitness classes



CONCEPTUAL DESIGNS



CONCEPTUAL DESIGNS CLEARLAKE

CLEARLAKE RECREATION CENTER Concept Floor Plan

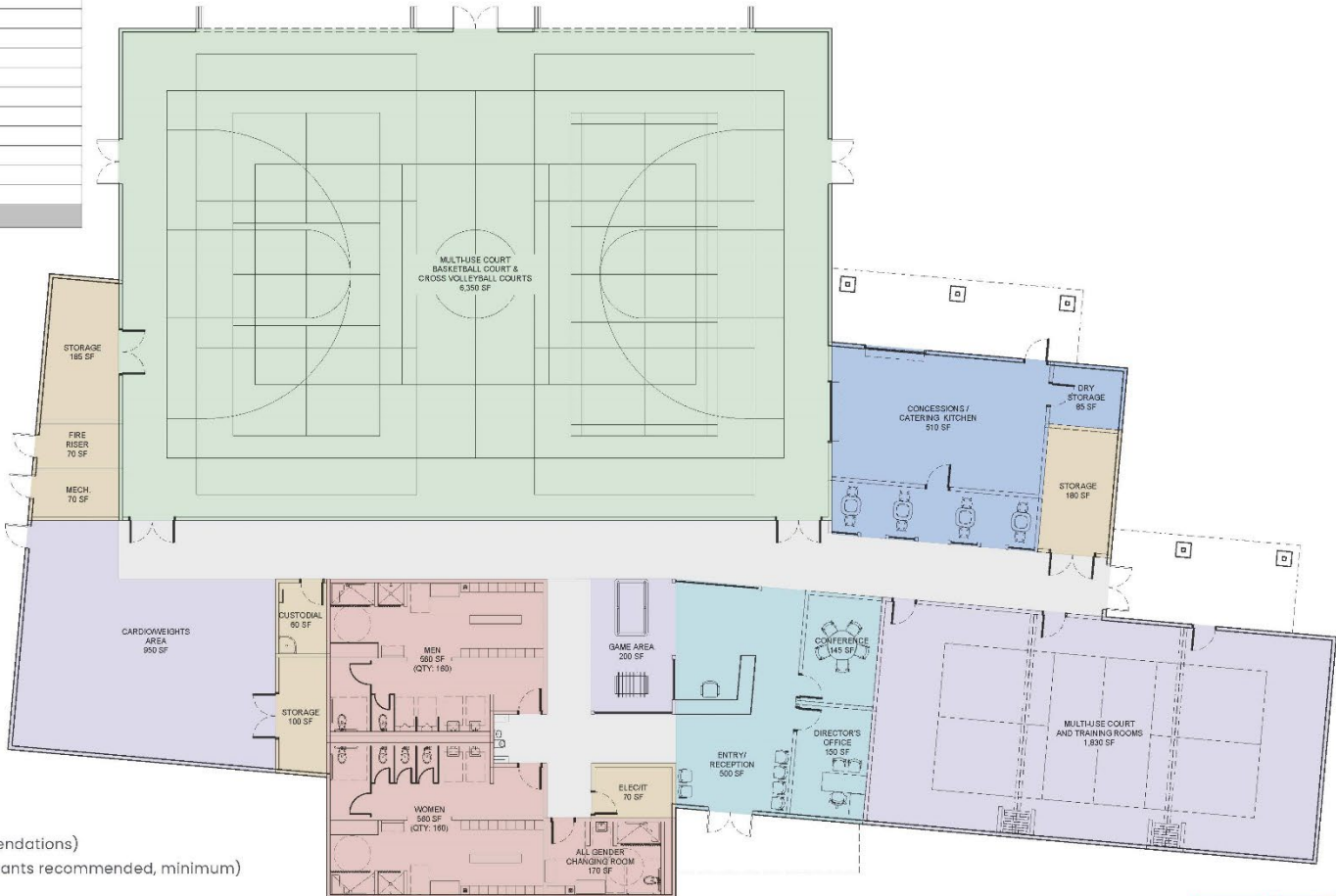
Conceptual Recreation Center Program

Building Area	Area Allocation (SF)	No. of Spaces	Total Area (SF)	Notes
Entry/Reception	500	1	500	Inc. lobby area
Multi-use Court	6,200	1	6,200	84x50' main court with cross courts (baseball/volleyball)
Rocket Ball Court(s)	800	2	1,600	20x40' court
Cardio/Weights Area	1,000	1	1,000	General exercise
Training Room(s)	600	3	1,800	Yoga, aerobics, etc.
Game Area	300	1	300	Multi-generational area
Restrooms	150	2	300	Men, women & staff
Locker Rooms	200	2	400	Inc. family changing areas
Custodial	80	2	120	Janitor storage, mop sink, etc.
Storage	100	4	400	Sports/rec equipment
Equipment	80	4	240	Fire, electrical, mechanical
Circulation	1,929	n/a	1,929	18% of overall area
Total Area Desired			14,789 SF	.34 acres

- ENTRY AND OFFICES
- LOCKER AND RESTROOMS
- COURTS
- CARDIO/WEIGHTS/TRAINING/GAME AREA
- SUPPORT SPACES
- CIRCULATION
- FOOD SERVICE

PROGRAM AREA
Original: 14,789 SF
Proposed: 14,970 SF

- FIXTURE COUNT**
(based on 160 persons of each sex)
- Women - 4 water closets, 2 sinks
 - Men - 2 water closets, 2 urinals, 2 sinks
 - Gender Neutral Facility - 1 provided
 - Drinking fountains - 2 required
 - Showers - 2 per sex + 1 gender neutral (based on min. LEED recommendations)
 - Lockers - 36 per sex + 6 at gender neutral toilet room (20% of occupants recommended, minimum)
 - Baby Changing Stations - 3 (1 per toilet room recommended)



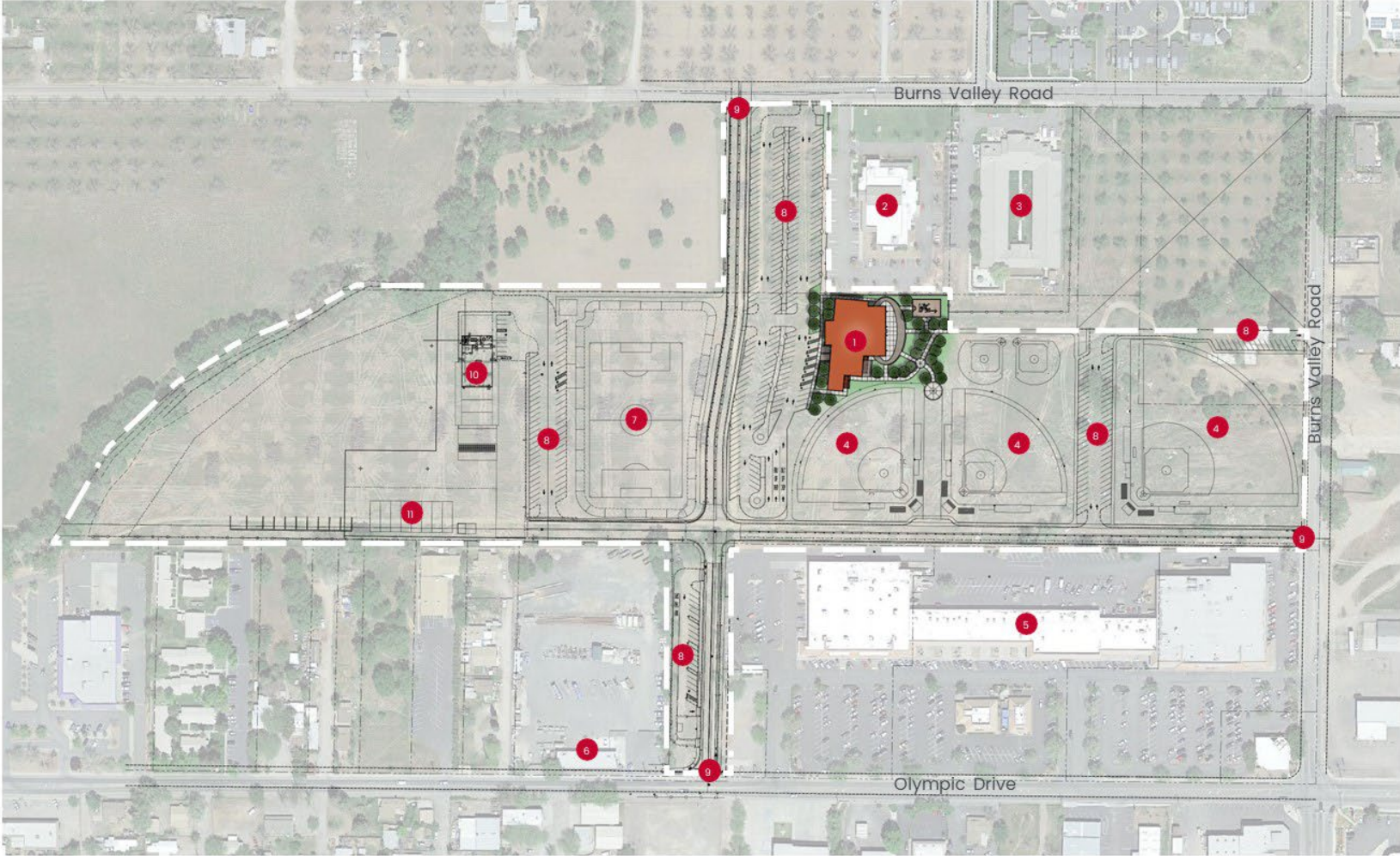
LAKE COUNTY RECREATION AND AQUATIC CENTER Lake County, CA

CONCEPT PLANS
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CONCEPTUAL DESIGNS CLEARLAKE

CLEARLAKE RECREATION CENTER
Burns Valley Park Master Plan



- LEGEND**
- 1. Proposed Recreation Center
 - 2. Redbud Library
 - 3. Orchard Park Senior Living
 - 4. Proposed Baseball/Softball Fields
 - 5. Burns Valley Mall
 - 6. PG&E Office
 - 7. Proposed Soccer Field
 - 8. Proposed Parking
 - 9. Proposed Roads
 - 10. Proposed PD Building
 - 11. Proposed Storage

LAKE COUNTY RECREATION AND AQUATIC CENTER

Lake County, CA

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CONCEPTUAL DESIGNS CLEARLAKE

CLEARLAKE RECREATION CENTER
Burns Valley Park Enlarged Site Plan



LEGEND	
1.	Proposed Recreation Center
2.	Entrance
3.	Food Service
4.	Outdoor Plaza and Events
5.	Concrete Seat Walls
6.	Playground
7.	Green Space
8.	Proposed Baseball/Softball Fields

LAKE COUNTY RECREATION AND AQUATIC CENTER

Lake County, CA

CONCEPT PLANS

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CONCEPTUAL DESIGNS CLEARLAKE

CLEARLAKE RECREATION CENTER
Conceptual Views



LAKE COUNTY RECREATION AND AQUATIC CENTER

Lake County, CA

CONCEPT PLANS

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CONCEPTUAL DESIGNS LAKEPORT

LAKEPORT RECREATION CENTER (NO ADMIN) Concept Floor Plan

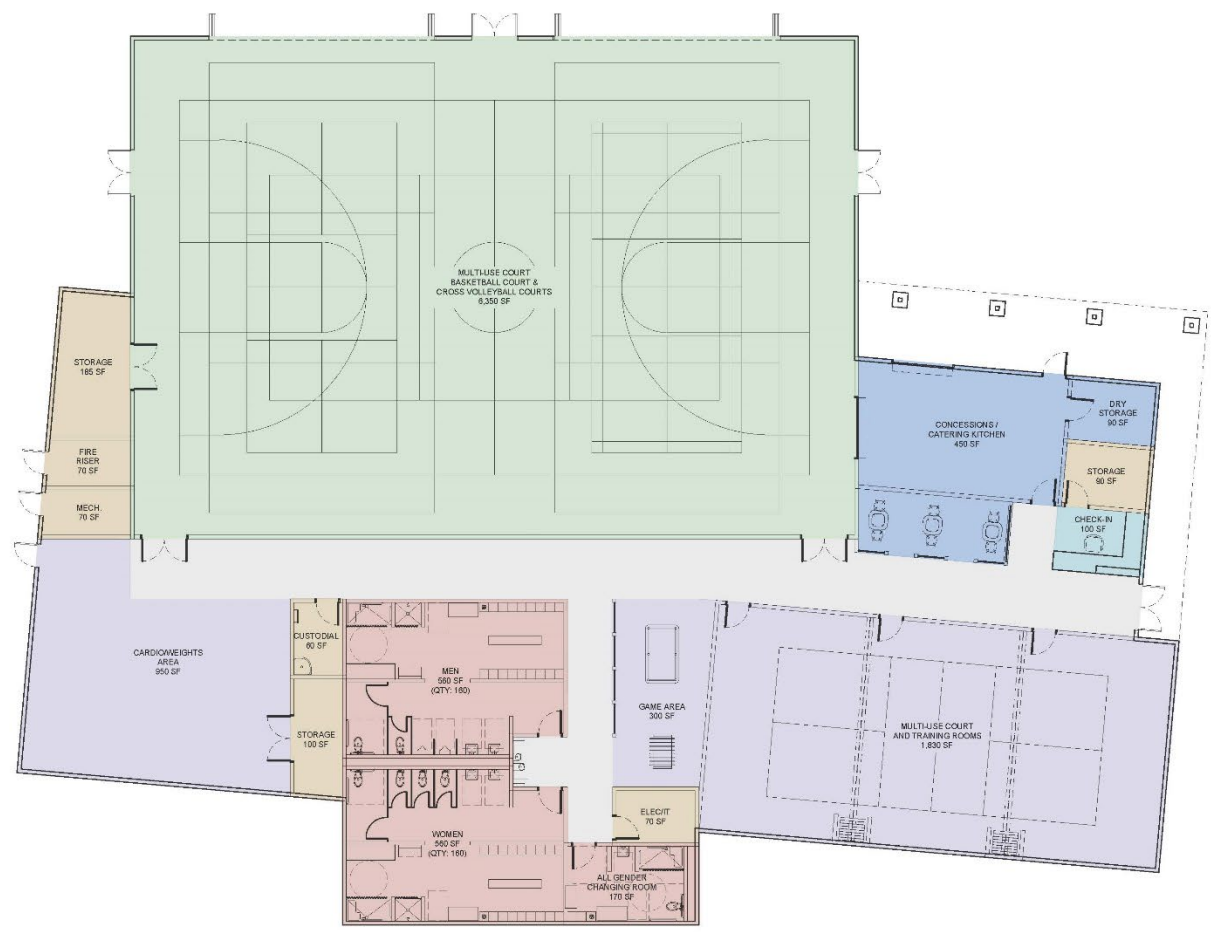
Conceptual Recreation Center Program

Building Area	Area Allocation (SF)	No. of Spaces	Total Area (SF)	Notes
Entry/Reception	500	1	500	Inc. lobby area
Multi-use Court	6,200	1	6,200	84x50' main court with cross courts (basketball/volleyball)
Racket Ball Court(s)	800	2	1,600	20x40' court
Cardio/Weights Area	1,000	1	1,000	General exercise
Training Room(s)	600	3	1,800	Yoga, aerobics, etc.
Game Area	300	1	300	Multi-generational area
Restrooms	150	2	300	Men, women & staff
Locker Rooms	200	2	400	Inc. family changing areas
Custodial	60	2	120	Janitor storage, mop sink, etc.
Storage	100	4	400	Sports/rec. equipment
Equipment	80	4	320	Fire, electrical, mechanical
Circulation	1,929	n/a	1,929	16% of overall area
Total Area Desired			14,789 SF	.34 acres

- ENTRY / CHECK-IN
- LOCKER AND RESTROOMS
- COURTS
- CARDIO/WEIGHTS/TRAINING/GAME AREA
- SUPPORT SPACES
- CIRCULATION
- FOOD SERVICE

PROGRAM AREA
Original: 14,789 SF
Proposed: 14,165 SF

- FIXTURE COUNT**
(based on 160 persons of each sex)
- Women - 4 water closets, 2 sinks
 - Men - 2 water closets, 2 urinals, 2 sinks
 - Gender Neutral Facility - 1 provided
 - Drinking fountains - 2 required
 - Showers - 2 per sex + 1 gender neutral (based on min. LEED recommendations)
 - Lockers - 36 per sex + 6 at gender neutral toilet room (20% of occupants recommended, minimum)
 - Baby Changing Stations - 3 (1 per toilet room recommended)



LAKE COUNTY RECREATION AND AQUATIC CENTER

Lake County, CA

CONCEPT PLANS

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CONCEPTUAL DESIGNS LAKEPORT

Section H, Item 10.

LAKEPORT AQUATIC CENTER
Westside Community Park Overall Master Plan



LEGEND

- 1. Proposed Aquatic Center
- 2. Baseball/Softball Fields
- 3. Playfields
- 4. Parking
- 5. Horse Arena
- 6. Existing Residence
- 7. Skate Park
- 8. BMX Track
- 9. Future Recreation Center

LAKE COUNTY RECREATION AND AQUATIC CENTER

Lake County, CA

CONCEPT PLANS

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CONCEPTUAL DESIGNS LAKEPORT

Section H, Item 10.

LAKEPORT AQUATIC CENTER
Westside Community Park Site Plan



- LEGEND**
1. Proposed Aquatic Center
 2. Pool with Translucent Roof Covering with Operable Roof Panels
 3. Warming Pool
 4. Shade Structures
 5. Bleachers
 6. Operable Walls
 7. Main Entry/Monument Structure for the Site
 8. Parking
 9. Baseball Fields
 10. Outdoor Plaza
 11. Future Recreation Center (No Classrooms)
 12. Future Playground
 13. Future Food Service Access
 14. Future Tennis Courts
 15. Future Basketball Court

LAKE COUNTY RECREATION AND AQUATIC CENTER

Lake County, CA

CONCEPT PLANS

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CONCEPTUAL DESIGNS LAKEPORT

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LAKEPORT AQUATIC AND RECREATION CENTER
Conceptual Views



LAKE COUNTY RECREATION AND AQUATIC CENTER

Lake County, CA

CONCEPT PLANS

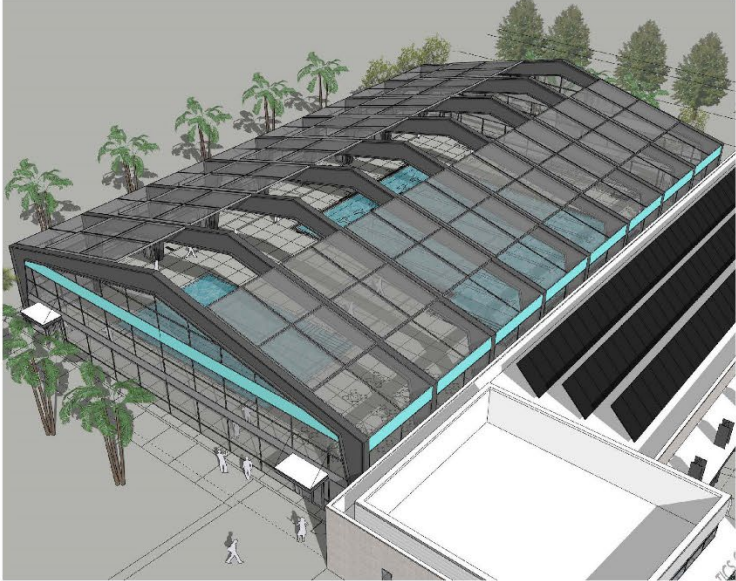
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CONCEPTUAL DESIGNS LAKEPORT

Section H, Item 10.

LAKEPORT AQUATIC CENTER
Conceptual Views



LAKE COUNTY RECREATION AND AQUATIC CENTER

Lake County, CA

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STUDIO W
ARCHITECTS

CONCEPTUAL DESIGNS LAKEPORT

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LAKEPORT RECREATION CENTER
Conceptual Views



LAKE COUNTY RECREATION AND AQUATIC CENTER

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CAPITAL COST ESTIMATES



CAPITAL COST ESTIMATES

CLEARLAKE RECREATION CENTER BUILDING

FACILITY	AREA (SF)	COST/SF	TOTAL
Recreation Center Building	14,970	\$769.50	\$11,519,345
Site & Utilities Recreation	38,000	\$37.75	\$1,434,545
TOTAL ESTIMATED CONSTRUCTION COST			\$12,953,890
Soft Cost Budget (25%)			\$3,238,473
TOTAL PROJECT COST			\$16,192,363

LAKEPORT INDOOR POOL & BUILDING

Core/Glass Shell/MEP Aquatic Center	14,822	\$557.14	\$8,257,983
Aquatic Pool & Building	7,778	\$1,316.98	\$10,243,488
Site & Utilities Aquatic	69,7500	\$35.05	\$2,444,999
TOTAL ESTIMATED CONSTRUCTION COST			\$20,946,470
Soft Cost Budget (25%)			\$5,236,618
TOTAL PROJECT COST			\$26,183,088

FUTURE LAKEPORT RECREATION CENTER BUILDING

Future Recreation Center Building	14,165	\$769.50	\$10,899,901
Site & Utilities Recreation (1 acre)	43,560	\$30.00	\$1,306,800
TOTAL ESTIMATED CONSTRUCTION COST			\$12,206,701
Soft Cost Budget (25%)			\$3,051,675
TOTAL PROJECT COST			\$15,258,376

OPERATIONAL COST ESTIMATES



OPERATIONAL COST ESTIMATES

CLEARLAKE RECREATION CENTER BUILDING

ANNUAL RECREATION CENTER REVENUE	
Recreation Classes, Leagues & Fitness Revenue	\$200,00
Recreation Center Rental Revenue	\$40,000
Concession Revenue	\$5,000
ANNUAL TOTAL REVENUE	\$245,000

ANNUAL RECREATION CENTER COSTS	
Salaries – Full & Part Time	\$394,693
Materials & Supplies	\$190,556
ANNUAL TOTAL COSTS	\$585,249

ANNUAL NET OPERATIONAL SUBSIDY (Cost Recovery 42%)	\$340,249
---	------------------

Information based on an estimated 85,000 visits annually.



OPERATIONAL COST ESTIMATES

Clearlake Recreation Center Building Financial Breakdown

FULL TIME SALARIES	ANNUAL SALARY (top step)	% OF TIME	BENEFIT (@ 30%)	TOTAL POSITION COST
Recreation Center Supervisor	\$60,000	100%	\$18,000	\$78,000
Park/Facility Maintenance Worker	\$46,500	50%	\$6,975	\$30,225
Total Full Time Salaries	\$106,500		\$24,975	\$108,225

PART TIME SALARIES	HOURS	RATE	TOTAL
Instructional Salaries (Fitness)			\$118,985
Customer Service Specialist II	3370	\$21.61	\$72,859
Fitness Recreation Leader - 1500	1450	\$25.00	\$36,294
Front Desk Recreation Leader	700	\$25.00	\$17,521
Park & Facility Worker 1 - 1500	1000	\$21.88	\$21,880
Office Assistant I - 1500	800	\$22.75	\$18,200
Recreation Specialist 1	40	\$18.22	\$729
Total Part Time Salaries	7360		\$286,468
TOTAL SALARIES			\$394,693

MATERIALS & SUPPLIES	COST	DESCRIPTION
Professional Services	\$8,680	floor scrubbing - \$1,500; shred company - \$200; dynamic media - \$400; Comcast - \$4,500; Zumba Glow - \$300; scoreboard maintenance - \$1,000; kitchen cleaning - \$1,000; Group Ex Pro app - \$780
Office Supplies	\$3,600	calendars, pens/pencils, notepads, file folders, desk organization, colored paper, laminate
Supplies - Program & Event	\$9,700	holiday/event décor - \$2,200; membership appreciation - \$1,000; fitness events/prizes - \$1,000; Be Well supplies - \$5,500
Supplies - Concessions	\$1,200	ice cream, Gatorade, water
Supplies - Medical	\$1,000	first aid/COVID supplies
Subscriptions	\$460	W2W - \$260; MCC music - \$200
Advertising	\$8,015	social media ads - \$1,100; swag - \$1,900; pamphlets, standing facility sign, marketing requests - \$800; Be Well advertising - \$2,500; guide - \$1,715
Printing	\$6,200	copier - \$6,000; envelopes & business cards - \$200
Equipment - Under 5000	\$10,800	meeting room improvements (projector, sound system, tables/chairs) - \$8,500; TRX equipment - \$1,000; maintenance supplies - \$300; tilt truck - \$300; metal kitchen carts - \$400; plastic utility carts - \$300
Equipment-Sports Under 5000	\$4,650	nets & balls - \$500; fitness equipment (dumbbells, mats, wipes) - \$2,750; stereo - \$300; microphone - \$250; fit room (light ropes, audio plugs, bulletin boards, batteries) - \$850
Building & Equipment Rental	\$500	lift rental for basketball hoops & divider
Safety & Protective Gear	\$500	staff shirts/sweatshirts
Repairs & Maintenance Equipment	\$21,100	gym doctor maintenance - \$3,900; repairs - \$6,000; blind repair - \$200; wipe dispensers - \$100; upholstery patches - \$300; strength equipment - \$10,000; safety - \$300; keys - \$300
Repairs & Maintenance System	\$3,750	sprinkler/fire extinguisher inspection
Utility Charges - Telecom.	\$2,640	consolidated communications
Utility Charges - City Bills	\$69,468	electric, water, sewer +\$5,670
Utility Charges - Natural Gas	\$33,098	PG&E-uncontrollable +\$7,441
Training & Development	\$2,505	CPRS conference & fitness staff training
Mileage	\$1,500	mileage reimbursement
Memberships	\$290	CPRS membership for coordinator/supervisor
Permit Fees	\$900	motion picture license - \$300; commercial kitchen permit - \$600
TOTAL MATERIALS & SUPPLIES	\$190,556	



OPERATIONAL COST ESTIMATES

LAKEPORT INDOOR POOL & BUILDING 12-Month Operation

ANNUAL AQUATIC CENTER REVENUE	
Recreation Swim, Pass Sales & Fitness	\$300,00
Instructional Programs	\$275,000
Facility Rentals	\$85,000
Miscellaneous	\$10,000
ANNUAL TOTAL REVENUE	\$675,000

ANNUAL AQUATIC CENTER COSTS	
Salaries – Full & Part Time	\$700,101
Materials & Supplies	\$357,313
ANNUAL TOTAL COSTS	\$1,057,414

ANNUAL NET OPERATIONAL SUBSIDY (Cost Recovery 64%)	\$382,414
---	------------------

Information based on an estimated 115,000 visits annually.



OPERATIONAL COST ESTIMATES

Lakeport Indoor Pool & Building Financial Breakdown

FULL TIME SALARIES	ANNUAL SALARY (top step)	% OF TIME	BENEFIT (@ 30%)	TOTAL POSITION COST
Aquatic Supervisor	\$60,000	100%	\$18,000	\$78,000
Park Maintenance Worker	\$46,500	50%	\$6,975	\$30,225
Total Full Time Salaries	\$106,500		\$24,975	\$108,225

PART TIME SALARIES	HOURS	RATE	TOTAL
Pool Manager II	2600	\$21.81	\$56,706
Assistant Pool Manager II	6500	\$19.78	\$128,570
Senior Lifeguard II	4892	\$17.94	\$87,762
Lifeguard II	6600	\$16.28	\$107,448
Swim Instructor I	3600	\$17.50	\$63,000
Swim Instructor Aide	2694	\$16.50	\$44,451
Parks Maintenance Worker	1700	\$21.87	\$37,179
Aqua Fitness Instructor I	1600	\$36.00	\$57,600
Instructor Hourly II	172	\$30.00	\$5,160
Office Assistant	2000	\$20.00	\$4,000
Total Part Time Salaries	32,358		\$591,876
TOTAL SALARIES			\$700,101

MATERIALS & SUPPLIES	COST	DESCRIPTION
Professional Services	\$10,535	permits, bounces, group ex, ASL interpreter
Office Supplies	\$3,100	front desk supplies
Supplies - Program & Event	\$3,300	birthday/program supplies, pumpkins
Supplies - Concessions	\$5,000	boutique items
Supplies - Medical	\$1,250	medical/first aid supplies
Subscriptions	\$4,390	certifications, Survey Monkey, W2W
Advertising	\$11,606	facility signage, marketing, rec guide
Printing	\$8,300	swim lesson report cards, signs, copier
Equipment - Under 5000	\$1,800	pump room tools, pool equipment (net)
Equipment-Sports Under 5000	\$6,100	lifeguard & program equipment/supplies
Safety & Protective Gear	\$6,500	staff uniforms
Repairs & Maintenance Equipment	\$33,500	pool repairs & parts
Repairs & Maintenance System	\$53,223	pool chemicals (Olin, Aviate, SCP, Lincoln)
Repairs & Maintenance Facility	\$2,225	replacement chairs & tables
Utility Charges - Telecom.	\$2,780	manager cell phone - \$400; pool phone - \$2,380
Utility Charges - City Bills	\$126,663	FY23 (45%) - \$9,188 increase
Utility Charges - Natural Gas	\$73,251	PG&E, FY23 (26%) - \$34,759 increase
Training & Development	\$2,500	CAMS (\$1,000 X 2), Disney (\$500)
Mileage	\$1,000	staff mileage
Memberships	\$290	CPRS memberships - \$145 each
TOTAL MATERIALS & SUPPLIES	\$357,313	



OPERATIONAL COST ESTIMATES

LAKEPORT OUTDOOR POOL COMPARISON

80-Day Operation

ANNUAL AQUATIC CENTER REVENUE	
Public Swim	\$40,000
Swimming Lessons	\$40,000
Fitness Classes/Lap Swim	\$10,000
Recreation Swim Team Rent	\$10,000
ANNUAL TOTAL REVENUE	\$100,000

ANNUAL AQUATIC CENTER COSTS	
Salaries – Full & Part Time	\$206,000
Materials & Supplies	\$144,000
ANNUAL TOTAL COSTS	\$350,000

ANNUAL NET OPERATIONAL SUBSIDY (Cost Recovery 29%)	\$250,000
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Information based on an estimated 15,000 visits annually.



RECOMMENDATIONS



RECOMMENDATIONS

» STRUCTURE

- » Lake County, City of Lakeport and City of Clearlake should consider forming a **joint powers authority** to implement and manage the facilities

» FUNDING

- » Any funds not available for capital improvements should be garnered through a **bond measure** (67% support), with ongoing costs funded through (shared) general fund subsidy

» PHASING

- » Consideration should be given to **phased construction** for the aquatics facility (indoor v. outdoor) and recreation facilities to manage capital outlay





Q & A

BRIAN WHITMORE
AIA, LEED AP

President & CEO
Studio W Architects

BrianW@StudioW-Architects.com
916.254.5602

MICHELLE GABLE
AFO, CPO

Associate
Aquatic Design Group

mgable@aquaticdesigngroup.com
760.637.7851

MICHAEL SHELLITO

President
Shellito Training & Consulting

mshellito@gmail.com
916.773.7328

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Discussion of Mutual Aid Agreement Between the City of Ukiah, City of Fort Bragg, City of Willits, City of Point Arena, City of Clearlake, and the City of Lakeport	MEETING DATE: Sep. 15, 2022
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to approve a mutual aid agreement and authorize the City Manager to sign (including any minor modifications that do not alter the intent of the agreement).

BACKGROUND/DISCUSSION:

The cities in Lake and Mendocino counties meet regularly to discuss similar issues, share ideas, and lend support and guidance as needed. As a result of these discussions a proposal was developed, with the City of Ukiah as the lead, for a mutual aid agreement between all six cities. The goal of having this agreement in place is to formalize our ability to provide support for each other, provide for reimbursement, and clarification of roles and responsibilities.

OPTIONS:

1. Approve the agreement and authorize the City Manager to sign
2. Provide alternative 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: No request for funding at this time.

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: Draft Mutual Aid Agreement

MUTUAL AID AGREEMENT PROVIDING FOR EMERGENCY ASSISTANCE AMONG THE CITY OF UKIAH, CITY OF FORT BRAGG, CITY OF WILLITS, CITY OF POINT ARENA, CITY OF CLEARLAKE, AND THE CITY OF LAKEPORT

This Mutual Aid Agreement (“Agreement”) is made and entered into by and between the City of Ukiah (“Ukiah”), the City of Fort Bragg (“Fort Bragg”), the City of Willits, and the City of Point Arena in Mendocino County, and the City of Clearlake and the City of Lakeport in Lake County, which may be referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

1. The Parties recognize that Mendocino County and Lake County are potentially vulnerable to natural and manmade disasters, such as earthquakes, fires, pandemics, droughts and other emergencies. As such, the Parties desire to establish a mutual aid plan for use during an emergency to maximize the utilization of available supplies, distribution facilities, equipment, and personnel to prevent and combat the effect of disasters.

2. Mutual aid is defined as emergency assistance given from one public agency to another, under a prearranged agreement.

3. It is desirable that the Parties should be free to voluntarily aid and assist each other in a timely manner both in preparation for an emergency and in response to any emergency situation, or extraordinary or unusual circumstance, such as in the event of an earthquake, flood, fire, sabotage, riot, pandemic, drought or other emergency in Mendocino County or Lake County (hereinafter referred to as an “emergency” or “unforeseen circumstance”).

4. Such assistance may include the interchange of materials, resources, including potable, non-potable and recycled water (hereafter “resources”), facilities, services, equipment, and personnel to cope with the problems which would arise in the event of a major emergency or unforeseen circumstances.

5. Materials, resources, facilities, services, equipment and/or personnel are provided on the basis that the providing agency can continue operations and simultaneously meet the health and safety needs of its residents and businesses and the receiving agency has, or is about to, exhaust resources required to meet the health and safety needs of its residents and businesses.

6. The Parties are each willing to assume risks due to the use of resources, equipment, materials and personnel furnished by a Party; and

7. To the extent provided herein, the Parties agree to indemnify and hold each other harmless from any liability for injury, illness, or property damage incurred by a Party or its

employees, officers or agents, or by third parties in the course of, or as a result of a Party's activities performed pursuant to this agreement.

8. This Agreement is not intended as a joint use or joint purchasing program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. MUTUAL AID: ADOPTION OF EMERGENCY PLANS. Subject to the terms and conditions of this Agreement, the Parties agree to furnish to each other resources, facilities, personnel, and services to respond to emergencies and unforeseen circumstances in accordance with duly adopted or hereafter duly adopted emergency plans. The Party making a request for mutual aid shall be called a "Recipient" and the Party giving aid and assistance shall be called a "Provider."

1.1 Emergency Plan. The Parties shall develop emergency plans ("Emergency Operation Plans") providing for the effective mobilization of their resources, facilities, and services to respond to any type of emergency.

1.2 Voluntary Participation. No Party to this Agreement shall be liable for its failure or inability to provide, or attempt to provide, assistance to any other Party. It is the intent of the Parties to provide assistance on a strictly voluntary basis. No Party shall be required to lend any items or to unreasonably deplete its own resources, facilities, and services in furnishing such mutual aid.

2. INTENT OF PROVIDER AND RECIPIENT. It is the intent hereof that each Recipient will use the procedures herein established only for emergency situations or unforeseen circumstances requiring resources beyond its existing resources, and only for as long as necessary to respond to those situations or circumstances. Each Provider should assist other Parties to the extent it can do so without detriment to its own needs or impairing its ability to perform its own normal work requirements. If the Provider determines, in its sole and absolute discretion, that its needs are greater than those of the Recipient's, the Provider has first priority and sole authority over its own equipment, personnel, resources and materials.

3. REQUEST FOR AID OR ASSISTANCE. If a Party has an emergency or unforeseen circumstance, it may make a request to any other Party or Parties for emergency assistance under this Agreement. The requesting Party will explain the nature of the circumstance and the type of resources, materials, equipment or personnel expected to be needed. No Party receiving a request for assistance shall be under any obligation to provide assistance nor shall any Party incur any liability for not complying with the request.

3.1 Documentation. In accordance with the Agreement, each requesting and assisting party is required to keep accounting records of the personnel, equipment, and materials

provided under the Mutual Aid Agreement as required by the Federal Stafford Act administered by the Federal Emergency Management Administration (FEMA) and State guidelines. This requirement is to maximize the requesting agencies reimbursement of costs expended to receive mutual aid. Each party to the Agreement should become thoroughly familiar with those federal and state accounting requirements and pre-establish emergency management procedures and training of their personnel to carefully document all costs of labor, equipment and personnel, including administrative costs,

as these records may be needed for federal and state emergency assistance funding application requirements and must be available to the Provider/Recipient within 30 days of the resolution of the emergency.

3.1.1 Documentation shall include one or more of the following, as applicable: (1) photographs of damage and repairs; (2) documentation of insufficient resources; (3) documentation of the type or amount of equipment, resources, or materials provided; (4) notes on damage and repairs; (5) clippings of press reports; (6) a record of all expenditures, including timecards and logs documenting equipment hours; (7) a record of all pertinent conversations about specific damages and/or repairs to damaged facilities; (8) retained receipts, invoices, statements, and other relevant paperwork for services rendered by a contractor or vendor; and (9) any other documents reasonably requested by a Provider or a Recipient or any state or federal agency regulating the emergency service or reimbursing the costs thereof.

3.1.2 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred or compensation provided under this Agreement shall be maintained by each Party and made available at all reasonable times for four (4) years from the date of payment for inspection by another Party or state or federal agencies regulating or reimbursing expenses incurred in providing mutual aid under this Agreement.

3.2 Procedures for Providers. A Provider may require a Recipient to comply with procedures adopted by the Provider in its Emergency Plan to document requests made hereunder.

4. CONTROL SAFETY SUPERVISION AND RECALL. It is expressly understood that the Recipient, in whose jurisdiction the incident requiring mutual aid has occurred, shall remain in charge for such incident, including the schedule of the work and the direction and supervision of such personnel and equipment provided to it through the operation of this Agreement. Safe work procedures and practices shall be observed by a Provider. Employees lending assistance to a Recipient will not be asked to perform tasks which could lead to reasonably foreseeable to injury or illness. Equipment shall be operated according to standards and procedures, if any, provided by the Provider at the time such equipment is provided. A Provider may recall any equipment, personnel, or unused materials or supplies at any time, but shall give the Recipient as much notice as practical prior to such recall.

5. CHARGES FOR MATERIALS, RESOURCES, PERSONNEL, AND EQUIPMENT.

5.1 Materials. All materials borrowed but not utilized shall be returned to the Provider in the same condition as they were when they were borrowed. The Recipient shall pay the Provider either the purchase or replacement cost (whichever is higher) for all materials obtained, utilized, and not returned under this Agreement with the prior approval of the Provider, the Recipient may replace materials and return them to the site of the Provider as soon as practical instead of making payments.

5.2 Resources. The Recipient shall pay the Provider for the use of resources in an amount agreed upon by the Recipient and Provider. Such charge shall be approximately the fair market value but it should reflect a return to the Provider sufficient to reimburse for the costs of production or treatment.

5.3 Personnel. The Recipient shall pay the Provider's cost of salaries for the time spent by all personnel in assisting the Recipient, including a provision for overtime, vacation, holidays, sick leave, insurance, retirement, payroll taxes, and other direct salary costs. No overhead costs shall be included.

5.4 Equipment and Facilities. The Recipient shall pay the Provider for the use of equipment and facilities in an amount agreed upon by the Recipient and Provider. Such charge shall be approximately the fair market value- rental charge but it should reflect a return to the Provider sufficient to reimburse for the costs of ownership and operation. Unless otherwise arranged, the default rate for equipment is the current Federal Emergency Management Agency (FEMA) reimbursement rate.

The Recipient shall return all equipment and facilities in undamaged condition, subject to reasonable wear and tear. If equipment and/or facilities are damaged, the Recipient shall pay the cost of repair. If equipment is damaged beyond repair, it shall be replaced by the Recipient with new or comparable used equipment, acceptable to the Provider. The Recipient shall not be responsible to repair pre-existing damage on equipment or facilities.

5.5 Invoicing and Payment. The Provider shall provide the Recipient a detailed invoice for the cost of the mutual aid services. The invoice will include assigned personnel classification, dates and hours worked (copy of timesheet/cards and FEMA Form 214's if not collected by the requested agency), hourly billing rates (including force labor breakdown), equipment used, materials provided, and a summary of total costs incurred. The Recipient shall notify the Provider of any dispute of the information in the invoice within thirty (30) days of receipt. The Parties will cooperate to resolve any disputes before resorting to legal remedies.

The Recipient shall pay the Provider within sixty (60) days of receipt of the invoice for any undisputed charges or within fifteen (15) days after resolution of any disputed charges. By mutual consent, the Provider and Recipient may agree to an alternate payment schedule and/or charges in consideration of federal and/or state reimbursements or other factors.

6. INDEMNIFICATION.

6.1 Indemnity for Requested Assistance. To the fullest extent provided by law, each Recipient shall fully indemnify and hold the Provider and its elected officials, officers, employees, contractors, authorized volunteers and agents (“Indemnified Parties”) harmless from any liabilities, claims, demands, causes of action, costs, expenses, losses or damages, including attorney’s fees and expert witness fees (collectively, “Claims”) arising out of, or occurring during or in the course of the provision of assistance under this Agreement. Recipient shall assume on behalf of the Provider, the defense of any Claims in which liability is sought to be imposed on the Provider or shall reimburse the Provider for all reasonable costs of defending or responding to such action, claim or demand, including reasonable attorneys' fees. Notwithstanding the above, Recipient shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent the Claims are caused by the negligence, recklessness, or willful misconduct of an Indemnified Party. Obligations arising out of this section shall survive the termination or withdrawal from this Agreement by a Party hereto.

6.2 Liability for Joining. In the event of any Claims of whatever kind or nature arising out of the rendering of assistance pursuant to this Agreement, the Parties involved in rendering or receiving assistance agree to indemnify and hold harmless, to the fullest extent permitted by law, each signatory to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such Claims, is the execution and approval of this Agreement. Such indemnification shall include indemnity for all Claims, including but not limited to Claims for personal injury and property damage.

7. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS; EMPLOYER RESPONSIBILITIES.

Notwithstanding any provision of this Agreement, it is the intent of the Parties that, to the fullest extent permitted by law, any employee of a Provider that provides labor pursuant to this Agreement, is performing the labor within the course and scope of employment for Provider and, therefore, will be covered by Provider’s workers’ compensation insurance coverage during performance of any labor provided under this Agreement. Without limiting the generality of Section 6.1, the Provider shall indemnify and hold the Recipient and its elected officials, officers, employees, contractors, authorized volunteers and agents harmless from any and all Claims for personal injury or death incurred by such officers, employees or agents while engaged in carrying out their duties, functions or activities under this Agreement, except to the extent the Claims are caused by the negligence, recklessness, or willful misconduct of an Indemnified Party.

Each Party shall pay all wages, salaries, and other amounts due to its employees and agents in connection with any and all services performed under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers’ compensation insurance. Employees or agents of one Party shall not be deemed employees of any other Party for any purpose.

8. INSURANCE. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency with limits as shown.

8.1 Workers' Compensation: A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

8.2 Comprehensive General and Automobile Liability Insurance: This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

8.3 Additional Named Insured: All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

8.4 Policies Primary and non-Contributory: All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

9. EXECUTION AND EFFECTIVE DATE. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument. Electronic signatures or signatures on copies transmitted by email or telefax shall have the same force and effect as original signatures and any copy of this Agreement with executed counterparts so transmitted shall be admissible in any administrative or judicial proceeding as evidence of the Parties' agreement. Each Party shall, upon approval of this Agreement, forward a certified copy of its resolution or other action approving the Agreement to all other Parties.

10. TERMINATION NOTICE. This Agreement shall remain operative and effective as between each and every Party that has heretofore or hereafter approved or executed this Agreement until participation in this Agreement is terminated by the Party. A Party which no longer desires to participate shall, by resolution or other action, give notice terminating its participation in this Agreement to all other Parties. This Agreement is terminated as to such party 30 days after notice to all Parties has been given.

11. AGREEMENT BINDING. This Agreement shall be binding upon and inure to the benefit of the Original Signatory Parties and all parties who may subsequently enter into this Agreement, and their successors and assigns.
12. THIRD PARTY RIGHTS. This Agreement is only for the benefit of the Parties as municipal or local government entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
13. SEVERABILITY. In the event that any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Venue shall be in the state courts located in Mendocino County. In the event any Party seeks to change venue under Code Civ. Proc. §394, the Parties agree to waive the right to a jury trial and stipulate to the appointment of an out-of-county judge by the Judicial Council to hear the case in Mendocino County.
15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written agreement signed by each of the Parties hereto.
16. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically provided in writing.
17. Addition of Signatory Parties: Additional cities, special districts, or other government agencies in Mendocino County or Lake County may become parties to this agreement with the approval of the Original Signatory Parties by duly approving and executing this Agreement in accordance with Section 9. The city managers of the Original Signatory Parties are hereby delegated the authority by their respective governing bodies to approve the addition of a party or parties to this Agreement.

SIGNATURES ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF, each of the Parties have caused this Mutual Aid Agreement to be executed by its authorized agent or official evidencing the consent of its legislative body hereto.

APPROVED:

City of Willits

City of Point Arena

By: _____
Brian Bender, City Manager

By: _____
Paul Anderson, City Manager

Dated: _____

Dated: _____

City of Ukiah

City of Fort Bragg

By: _____
Sage Sangiacomo, City Manager

By: _____
Sarah McCormick, Interim City
Manager

Dated: _____

Dated: _____

City of Clearlake

City of Lakeport

By: _____
Alan Flora, City Manager

By: _____
Kevin Ingram, City Manager

Dated: _____

Dated: _____

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Consideration of Amendment of Agreement with Pacific Gas and Electric for use of the Community/Senior Center for non-PSPS emergencies	MEETING DATE: Sep. 15, 2022
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to approve an amendment to the existing agreement with PG&E to allow the use of the Community/Senior Center for non-PSPS emergencies.

BACKGROUND/DISCUSSION:

In July of 2021 the City and PG&E executed a license agreement for use of the Community/Senior Center as a Community Resource Center during Public Safety Power Shutoffs (PSPS) for a 5-year term. This followed an emergency agreement that was in place previously since the time where frequent PSPS events began. The existing agreement is very specific about potential use of our facility as a CRC is only for PSPS related events. PG&E has expressed an interest in expanding the use of our facility for non-PSPS related emergencies. The terms of the agreement would stay the same with PG&E paying \$2,500 per day for use of indoor space and \$2,000 per day for outdoor space.

OPTIONS:

1. Approve the agreement and authorize the City Manager to sign
2. Provide alternative 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: Could generate a small amount of additional revenue of the Center is utilized for emergencies.

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: Draft Amendment

This Addendum to the LICENSE AGREEMENT (PUBLIC SAFETY POWER SHUTOFF) ("License") dated [redacted], is entered into by and between the [redacted], ("LICENSOR") and Pacific Gas and Electric Company, a California corporation, ("PG&E"),

Through this Addendum, PG&E desires, and LICENSOR is willing, to modify the License regarding the certain real property commonly known as _____, [Address], Assessor's Parcel Number [redacted], hereinafter called the "Property," located in the City of _____, County of _____, State of California, and grant the additional rights as follows:

LICENSOR grants to PG&E, PG&E's Representatives, and PG&E's customers the right to use the License Area and certain interior areas of the Property in connection with an Emergency Event. For purposes of this License Agreement, an "Emergency Event" means an event, natural or human-caused, that requires an emergency response to protect life or property and is not a PG&E designated Public Safety Power Shutoff event. Examples of Emergency Events include but are not limited to a significant earthquake, wildland fire, major heat event or winter storm requiring a warming or cooling center, wind event of over forty (40) miles per hour, major gas leak or gas-related fire, cyber incident that slows system response times, or other events of this scale.

For an Emergency Event, PG&E shall be subject to the same PSPS Event terms and conditions set forth in the License.

NOW, THEREFORE, PG&E and LICENSOR agree that the License shall be modified in the manner and to the extent hereinbefore stated and LICENSOR hereby grants to PG&E the rights necessary to effect such modification.

Except as expressly set forth herein, this Addendum shall not in any way alter, modify, or terminate any provision of the License.

This Addendum may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Addendum and shall have the same force and effect as a manually executed original.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

[redacted]
[redacted]

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____