Any person may speak for three (3) minutes on any agenda item; however, total public input per item is not to exceed 15 minutes, extended at the discretion of the City Council. This rule does not apply to public hearings. Non-timed items may be taken up at any unspecified time.

I. CALL TO ORDER & ROLL CALL: 6:00 p.m.

II. PLEDGE OF ALLEGIANCE: Move to accept agenda as posted, or move to add or delete items.

III. ACCEPTANCE OF AGENDA: To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the Agenda being posted.

IV. CONSENT AGENDA: The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.

   A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

   B. Minutes: Approve minutes of the regular City Council meeting of November 15, 2016.


V. PUBLIC PRESENTATIONS/REQUESTS:

   A. Citizen Input: Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight’s agenda. Persons wishing to address the City Council are required to complete a Citizen’s Input form and submit it to the City Clerk prior to the meeting being called to order. While not required, please state your name and address for the record. NOTE: Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.

   B. Presentation: Acting Public Works Director Grider will present new employees, Chris Pion and Larry Meldrum.

   C. Presentation: Presentation from Jack Long on a proposed Lakeport Sprintboat Event.

VI. PUBLIC HEARING:

A. COUNCIL BUSINESS:

   A. Interim Finance Director

      1. Sewer Fund Generators Bid Award & Budget Amendment: Account #601-3070-970000

         Award the bid to Leete Generators in the amount of $65,931 for the procurement of two trailer mounted generators; authorize the City Manager to sign purchase contracts, and amend the FY 2016-2017 Budget for Fund 601 in the amount of $65,931.

      2. Public Works Budget Correction: Account #110-3020-990308

         Authorize a budget amendment for Fund 110, in the amount of $45,000, to correct for an error.

   B. City Clerk

      1. PEG Board Appointment

         Appoint a member to the PEG Channel Board of Directors. The Council may appoint applicant Dave Thompson, one of its’ own members, or direct the City Clerk to solicit additional applications.
C. Public Works Director

1. Traffic Control Measures on Twentieth Street (Roadway Striping)

Authorize staff to begin work on a roadway striping plan for Twentieth Street between Alden Ave and Hartley Street as outlined by staff with costs not to exceed $10,000.00.

VIII. COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:

IX. ADJOURNMENT:

Adjourn

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk’s Office at 225 Park Street, Lakeport, California, during normal business hours. Such documents are also available on the City of Lakeport’s website, www.cityoflakeport.com, subject to staff’s ability to post the documents before the meeting.

The City of Lakeport, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk’s Office, (707) 263-5615, 72 hours prior to the scheduled meeting to ensure reasonable accommodations are provided.

______________________________
Kelly Buendia, City Clerk
I. **CALL TO ORDER & ROLL CALL:** Mayor Spillman called the regular meeting of the City Council of the City of Lakeport to order at 6:02 p.m. with Council Member Mattina, Council Member Parlet, and Council Member Turner present and Council Member Scheel absent.

II. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Michael Froio.

III. **ACCEPTANCE OF AGENDA:** A motion was made by Council Member Mattina, Seconded by Council Member Turner, and unanimously carried by voice vote, with Council Member Scheel absent, to accept the agenda as posted.

   **Urgency Items:** There were no urgency items.

IV. **CONSENT AGENDA:**

   A. **Ordinances:** Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

   B. **Minutes:** Approve minutes of the regular City Council meeting of November 01, 2016.

   C. **Warrants:** Approve the warrant register of November 09, 2016.

   D. **Utility Truck Purchase** Authorize the City Manager to sign a purchase order and supporting contract documents for procurement of a utility truck for the Public Works Department.

   E. **Rejection of Claim #2016-005:** Reject Claim #2016-005 by Intercare Holdings.

   F. **Rejection of Claim #2016-006:** Reject Claim #2016-006 by Carole Brown.

   A motion was made by Council Member Parlet, Seconded by Council Member Mattina, and unanimously carried by voice vote, with Council Member Scheel absent, to approve the Consent Calendar, items A-F, with the exception of item B, Minutes of November 1, 2016.

   Ken Saderlund requested that the minutes be changed with regard to his Citizen Input on November 1, 2016.

   A motion was made by Council Member Parlet, Seconded by Council Member Turner, and unanimously carried by voice vote, with Council Member Scheel absent, to change the minutes to read that Mr. Saderlund “requested that the items be placed on the November 15, 2016, City Council Meeting Agenda”.
V. PUBLIC PRESENTATIONS/REQUESTS:

A. Citizen Input

Ken Saderlund inquired as to when the items requested at the November 1, 2016, City Council meeting would be placed on the agenda and requested follow up from the Mayor with regard to previously discussed matters.

Ray Somberg, owner of property at Queen Anne Way, questioned the fairness of the city allowing 34 sewer hook-ups for the Bella Vista Apartments under one sewer assessment, while his property with only a few units, has an allotment of 65 assessments for which he is required to repay. He requested that the City consider re-assessing the bond.

He asked about future additional developments and how their repayment would be calculated. He stated that it was unfair to allow the benefits this bond supplied, without any additional fees being required from the new hook-ups to pay down the bond.

B. Presentation:

Mayor Spillman presented a proclamation designating month of November as Hospice and Palliative Care Month to Hospice of Lake County.

PUBLIC HEARING:

VII. COUNCIL BUSINESS:

A. Interim Finance Director

1. OPEB Report

Interim Finance Director Feth-Michel presented a staff report. Geoff Kischuk from Total Compensation Systems, Inc. presented the Other-Post Employment Benefits Actuarial Report.

A motion was made by Council Member Mattina, Seconded by Council Member Parlet, and unanimously carried by voice vote, with Council Member Scheel absent, to accept the OPEB report as presented.

B. Public Works Director

1. Application #2107-002

Acting Public Works Director Grider gave a staff report on the Criterium Bicycle Race. Promoter, Dave Garzoli, was available for questions from the Council.

Allen Neal spoke in favor of the event.

A motion was made by Council Member Parlet, Seconded by Council Member Turner, and unanimously carried by voice vote, with Council Member Scheel absent, to approve Application 2017-002, with the recommended conditions.

2. USDA Water/Wastewater Improvement Projects

Acting Public Works Director Grider gave a staff report on the completion of the project.

A motion was made by Council Member Mattina, Seconded by Council Member Turner, and unanimously carried by voice vote, with Council Member Scheel absent, to authorize the acceptance of
the Water and Wastewater Improvements Project and to record a Notice of Completion with the County of Lake.

VIII. COUNCIL COMMUNICATIONS:
A. Miscellaneous Reports, if any: City Manager Silveira reported that a dedication of the new police station will take place December 14, 2016 at 2:00 p.m., and all are invited.

City Attorney Ruderman gave no report.

Interim Finance Director Feth-Michel reported that auditors are onsite this week and that is their main focus.

Acting Public Works Director Grider gave no report.

Chief Rasmussen gave no report.

Community Development Director Ingram gave no report.

City Clerk Buendia reported that staff is actively recruiting openings on the city's various committees and encouraged interested parties to call the City Clerk's office or refer to the website in “Hot Topics.” Council Member Parlet reported that he feels the City is moving in a positive direction and wished everyone a Happy Thanksgiving.

Council Member Turner reported that the Dickens Faire will take place on November the 26th. A League of California Cities Redwood Empire Division meeting will take place soon to install new officers. She will be installed as the new First Vice President for the Regional Division of the League of California Cities, and is excited about the Leagues’ efforts regarding law enforcement. The League has prioritized increased advocacy for Law Enforcement, as well as placing a very high priority on the better equipping of Law Enforcement to enable them to keep communities safer.

Council Member Mattina congratulated Council Member Parlet for his re-election to the City Council. She also invited anyone interested, to attend the LAFCO meeting on Wednesday, November 16, 2016, at 9:30 a.m.

Mayor Spillman congratulated Council Member Parlet on the election as well as to all the other successful candidates. He wished all a Happy Thanksgiving and reminded us to attend the upcoming Dickens Festival.

IX. ADJOURNMENT: Mayor Spillman adjourned the meeting at 7:20 p.m.
APPLICATION FOR USE OF PUBLIC AREAS

Please note: City Council meetings are held the FIRST and THIRD TUESDAY of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk at least ten working days before the Council meeting at which they will be considered.

This section to be completed by City:

<table>
<thead>
<tr>
<th>Application Received (Date):</th>
<th>Application No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15.00 Application Fee Paid</td>
<td>2016-029</td>
</tr>
<tr>
<td>$000 349 04</td>
<td>For Council Meeting of (Date):</td>
</tr>
<tr>
<td></td>
<td>12-6-2016</td>
</tr>
</tbody>
</table>

This section to be completed by Applicant (please answer all questions):

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>MARIO SILVA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5742 KONOCTI TERRACE DR KNULE CA 95451</td>
</tr>
<tr>
<td>Home Phone:</td>
<td>(707) 279-4420</td>
</tr>
<tr>
<td>Email Address:</td>
<td>MARIO <a href="mailto:SILVA5050@gmail.com">SILVA5050@gmail.com</a></td>
</tr>
<tr>
<td>Name of Event:</td>
<td>LADY OF GUADALUPE WALK</td>
</tr>
<tr>
<td>Description of Event:</td>
<td>Pilgrimage in honor of Lady of Guadalupe</td>
</tr>
<tr>
<td>Specific Location of Event (Map Must be Attached):</td>
<td></td>
</tr>
<tr>
<td>Does this use involve public right of way, streets, or sidewalk?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>If yes, please indicate specific location:</td>
<td></td>
</tr>
<tr>
<td>If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:</td>
<td></td>
</tr>
<tr>
<td>Date(s) of Event:</td>
<td>DECEMBER 12, 2016</td>
</tr>
<tr>
<td>Set Up Time:</td>
<td>1:30 PM</td>
</tr>
<tr>
<td>Time of Event:</td>
<td>7:00 PM</td>
</tr>
<tr>
<td>Tear Down Time:</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>Specify anticipated number of people (both participants and the public):</td>
<td>200 walking</td>
</tr>
<tr>
<td>Will any vendors be present?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Will any food booths be present?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Requirements:</td>
<td>☐ Electricity (cannot be guaranteed by City)</td>
</tr>
<tr>
<td></td>
<td>☐ Barricades</td>
</tr>
<tr>
<td></td>
<td>☐ Street/Sidewalk Closures</td>
</tr>
<tr>
<td></td>
<td>☐ No irrigation in park prior to event</td>
</tr>
<tr>
<td></td>
<td>☐ Other (please specify):</td>
</tr>
<tr>
<td>Specific City Staff Needs:</td>
<td>☐ Police</td>
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<td></td>
<td>☐ Public Works</td>
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<tr>
<td></td>
<td>☐ Parks</td>
</tr>
<tr>
<td></td>
<td>☐ Other (please specify):</td>
</tr>
<tr>
<td>Insurance Information:</td>
<td>The City reserves the right to bill applicant for related City costs.</td>
</tr>
<tr>
<td>Specify Insurance Company:</td>
<td></td>
</tr>
<tr>
<td>Policy Number:</td>
<td></td>
</tr>
<tr>
<td>Expiration Date:</td>
<td></td>
</tr>
<tr>
<td>Limits of Coverage:</td>
<td></td>
</tr>
</tbody>
</table>

INSURANCE CERTIFICATE REQUIRED
Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.
USE OF ALCOHOL: Is a permit for alcoholic beverages requested?  □ Yes  □ No
If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT
In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 11-1-16

STAFF RESPONSE
This section to be completed by City and Other Affected Agencies:

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ No Fiscal Impact (Describe/Include Estimated Costs)</td>
<td>□ Police</td>
</tr>
<tr>
<td>□ Fiscal Impact</td>
<td>□ Public Works</td>
</tr>
<tr>
<td>□ Other (please specify):</td>
<td>□ Parks</td>
</tr>
</tbody>
</table>

The following will be Required:

| □ Business License | □ Health Department Permit |
| □ ABC License | □ Other (Specify): |

Staff Comments:

This section to be completed by City Clerk following Council meeting:

<table>
<thead>
<tr>
<th>Considered at Council Meeting (Date):</th>
<th>□ Application Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Application Denied</td>
</tr>
<tr>
<td></td>
<td>□ Application Approved With Conditions (See Below)</td>
</tr>
</tbody>
</table>

Conditions of Approval:

| □ Attachments (specify): |
Saint Peter Roman Catholic Church to 801 North Main Street, Lakeport, CA 95453

Walk 8.3 miles, 2 h 43 min

Main Street, Lakeport, CA 95453
Saint Peter Roman Catholic Church
4085 Main Street, Kelseyville, CA 95451

1. Head west on Main St toward 4th St
   0.3 mi

2. Continue onto Big Valley Rd
   0.9 mi

3. Turn left to stay on Big Valley Rd

4. Turn right to stay on Big Valley Rd
   1.9 mi

5. Turn right onto Highland Springs Rd
   1.6 mi

6. Turn left onto Soda Bay Rd
   0.3 mi

7. Slight left to stay on Soda Bay Rd
   0.3 mi

8. Slight left to stay on Soda Bay Rd
   0.6 mi

9. Continue onto S Main St
   0.2 mi

10. Slight right to stay on S Main St
    0.5 mi

11. Turn left onto D St
    1.0 mi

12. D St turns right and becomes S Forbes St
    269 ft

13. Turn right onto 9th St
    0.6 mi

14. Turn right onto N Main St
    272 ft

   Destination will be on the right
    138 ft

801 North Main Street
Lakeport, CA 95453

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.
USE OF ALCOHOL: Is a permit for alcoholic beverages requested? [ ] Yes [ ] No
If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).

Signature of Applicant

Mario Silva

Responsible Official of Applicant Organization

Dated: 11-1-16

---

STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

<table>
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<td>[ ] Police</td>
<td>[ ] Other (please specify):</td>
</tr>
<tr>
<td>[ ] Public Works</td>
<td>[ ] Parks</td>
</tr>
</tbody>
</table>

The following will be Required:

[ ] Business License
[ ] ABC License
[ ] Health Department Permit
[ ] Other (Specify):

Staff Comments:

POLICE CONCERNS: EVENT RESPONSIBLE SAID THEY WILL BEACH CITY BY 4:00PM. THEY PLAN TO USE SIDEWALK & ROADWAY SHOULDER BUT MAY AFFECT TRAFFIC WHEN CROSSING MARTIN ST. AT S. FORBES ST. INSURANCE CERTIFICATE IS STILL NEEDED. FISCAL IMPACT TO POLICE IS APPROXIMATELY $950.00 FOR AN OFFICER AND VOLUNTEER TO MONITOR EVENT.

---

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date): [ ] Application Approved
[ ] Application Denied
[ ] Application Approved With Conditions (See Below)

Conditions of Approval:

[ ] Attachments (specify):
APPLICATION FOR USE OF PUBLIC AREAS

Please note: City Council meetings are held the FIRST and THIRD TUESDAY of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk at least ten working days before the Council meeting at which they will be considered.

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<th>Application No.: 2016-029</th>
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</thead>
<tbody>
<tr>
<td>$15.00 Application Fee Paid</td>
<td>For Council Meeting of (Date): 12-5-2016</td>
</tr>
</tbody>
</table>

Applicant Name: **MAURO SILVA**
Address: 5747 KONOCI TERRACE KP KILLEEN, TX 78641
Home Phone: (512) 279-4420
Email Address: **MAURO SILVA@GMail.com**

Name of Event: **LADY OF GUADALUPE WALK**

Description of Event: "Pilgrimage in honor of Lady of Guadalupe"

Specific Location of Event (Map Must be Attached):

Does this use involve public right of way, streets, or sidewalks? **Yes**

If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:

Date(s) of Event: **DECEMBER 12, 2016**
Total Number of Days: 1
Set Up Time: **11:30 PM**
Time of Event: **7:00 PM**
Tear Down Time: **5:00 PM**

Specify anticipated number of people (both participants and the public): **200**

Will any vendors be present? **Yes**
Will any food booths be present? **Yes**

Requirements:
- [ ] Electricity (cannot be guaranteed by City)
- [ ] Barricades
- [ ] Street/Sidewalk Closures
- [ ] No irrigation in park prior to event
- [ ] No other (please specify): **Street/Sidewalk Closures**

Coordination of these requirements must be made through the Public Works Department: (707) 263-0751

Specific City Staff Needs:
- [ ] Police
- [ ] Parks
- [ ] Other (please specify):

The City reserves the right to bill applicant for related City costs.

Insurance Information:
Specify Insurance Company:
Policy Number: **Insurance Certificate Required**
Expiration Date: 
Limits of Coverage:

Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is $5,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.
USE OF ALCOHOL: Is a permit for alcoholic beverages requested?  □ Yes  □ No

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).

Signature of Applicant

Responsible Official of Applicant Organization

Dated: 11-1-43

---

STAFF RESPONSE

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<table>
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<td>□ Other (please specify):</td>
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<tr>
<td>□ Public Works</td>
<td></td>
</tr>
<tr>
<td>□ Parks</td>
<td></td>
</tr>
</tbody>
</table>

The following will be required:

| □ Business License | □ Health Department Permit |
| □ ABC License | □ Other (Specify): |

Staff Comments:

Environmental Health has no concerns regarding this event. No food vendors present.

11/14/14

This section to be completed by City Clerk following Council meeting:

<table>
<thead>
<tr>
<th>Considered at Council Meeting (Date):</th>
<th>□ Application Approved</th>
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</thead>
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<tr>
<td></td>
<td>□ Application Denied</td>
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<tr>
<td></td>
<td>□ Application Approved With Conditions (See Below)</td>
</tr>
</tbody>
</table>

Conditions of Approval:

□ Attachments (specify):
STAFF REPORT

RE: Sewer Fund Generators Bid Award and Budget Amendment  MEETING DATE: 12/06/2016

SUBMITTED BY:  Ginny Feth-Michel, Interim Finance Director

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the procurement of two 40 KW trailer mounted generators to replace ageing generators used to power the City’s sewer lift stations in the event of a power outage and to amend the Fiscal Year 2016-2017 Budget for the purchase of these generators. Both generators were budgeted in Fiscal Year 2015-2016 but due to scheduling conflicts were not purchased.

BACKGROUND/DISCUSSION:

The Fiscal Year 2015-2016 Budget for the Public Works Department included funds for replacing two generators used to power the City’s sewer lift stations in the event of a power outage. These two generators, one from 1961 and the other from 1970, have reached the end of their useful life. Due to scheduling conflicts, Paul Harris, Water Superintendent was unable at that time to develop specifications for the generators and request the required bids. As the generators were not purchased by the end of June 2016, funds from the FY 2015-2016 Budget need to be transferred to the FY 2016-2017 Budget for the purchase of these generators.

The Public Works Department has since advertised for bids and sent out requests for proposal, to which three vendors responded. After review of the bids, Leete Generators, was selected as the lowest bidder. The three bids and vendors are listed below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leete Generators</td>
<td>$65,931</td>
</tr>
<tr>
<td>C&amp;D Power</td>
<td>$74,700</td>
</tr>
<tr>
<td>Fort Bragg Electric</td>
<td>$81,574</td>
</tr>
</tbody>
</table>

Staff is requesting Council to authorize the transfer of funds appropriated last fiscal year to be transferred to the FY 2016-2017 budget and to authorize the procurement of the generators.

The Sewer Fund is estimated to have an unrestricted fund balance of $2,962,180, as presented in the City’s FY 2016-2017 Budget. After applying this amendment, the estimated unreserved fund balance is $2,896,249.

OPTIONS:

Council could authorize the procurement of the generators and the amendment to the FY 2016-2017 Budget in the amount of $65,931 or provide alternate direction to staff.

FISCAL IMPACT:

☑ None  ☒ $65,931  Budgeted Item?  ☐ Yes  ☒ No

Meeting Date: 12/06/2016
Budget Adjustment Needed?  ☑ Yes  ☐ No  if yes, amount of appropriation increase: $65,931

Affected fund(s): ☐ General Fund  ☐ Water OM Fund  ☑ Sewer OM Fund  ☐ Other:

Comments: Account # 601-3070-970000

SUGGESTED MOTIONS:

Move to award the bid to Leete Generators in the amount of $65,931 for the procurement of two trailer mounted generators; authorize the city manager to sign purchase contracts, and amend the FY 2016-2017 Budget for Fund 601 in the amount of $65,931.

Attachments: 1. Attachment 1: Request for proposal
PROPOSAL

November 3, 2016

City of Lakeport
Attn: Paul Harris (Utilities Superintendent)
225 Park Street
Lakeport, CA 95453
(707) 263-3578 x102
pharris@cityoflakeport.com

Reference: Generac/Magnum Trailer Mounted Diesel Generator

Leete Generators is pleased to offer the following Generac/Magnum trailer mounted diesel generator for your use on the referenced project. This proposal is in accordance with your one page RFQ due Nov 3rd, 2016. No written plans were provided. The following clarifications, technical exceptions and/or exclusions are noted:

1. Leete is acting as a supplier of equipment and related services only; retention and holdback are not accepted.
2. Double wall fuel tank is not available for this model per the manufacturer.
3. On-site installation, startup services, and service contract are excluded.
4. Fuel, initial fuel fill and fuel for testing is excluded.
5. No permit costs or DMV fees are included in this proposal.
6. A load list was not provided.
7. Lead time is 8-9 weeks after receipt of the signed proposal and required payment. Subject to component availability.

Major System Components Include:
Two (2) Generac/Magnum model MMG45IF4 trailer mounted diesel powered generator set, Isuzu industrial engine, 1,800 rpm, EPA Tier 4 Final, single axle trailer with 2” ball w/adjustable height hitch, surge brakes, battery disconnect switch, battery charger (requires 120V input), in-line engine block heater w/Edison plug, 4-position phase switch, interior cabinet light, control panel light, please refer to spec sheet for further details.

Price includes sales tax (8%) and freight to Lakeport .................. $ 65,931.00*

*All equipment pricing is for cash or check transactions only.
*Freight is included to Lakeport, CA via flatbed semi-trailer, offloading is excluded and is the responsibility of the Customer. Customer is responsible for filing all freight damage claims with freight carrier directly.
*Proposal will be honored for thirty (30) days from the date hereon.

Thank you for allowing Leete Generators the opportunity to provide you with a quotation for your project. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

Doug Byers
Leete Generators
ACKNOWLEDGEMENT AND ACCEPTANCE

To order, please circle and initial the price of the desired items above, complete the below information, and return the entire quotation to Leete Generators along with the required payment.

(Yes / No) I wish to order the equipment listed above.

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Leete Generators, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth below.

Company Name: ____________________________________________

Purchaser Name and Title (please print): ________________________

Purchaser Signature: ________________________________________

Date: ___________________    Check / PO #: ____________________
TERMS AND CONDITIONS

The Quotation, Terms and Conditions, and Notes and Exceptions constitute a binding Agreement between the buyer (Customer) and the seller, Leete Generators (Leete).

1. OFFER – Proposal will be honored for thirty (30) days from the date hereon. Offer acceptance shall be valid only when accompanied by a deposit and a signed and executed Agreement. Agreement is subject to all terms, conditions, notes and exceptions as determined by the manufacturer. Manufacturer’s specifications may change without notice and shall supersede all other representations.

2. PAYMENT – Sales tax is not included and will be added to the invoice as applicable. A deposit is required to initiate equipment orders. Unpaid equipment balances are due upon delivery or within five (5) days of the invoice date, whichever occurs first. Manufacturer shipment initiates equipment invoicing. Installation and services shall be invoiced separately upon completion of work. Payment terms are net five (5) days from date of invoice. Customer agrees to pay a 1.5% monthly finance charge on past due balances over thirty (30) days. If Leete commences an action to collect amounts due, Customer agrees to reimburse Leete all collection costs, attorney fees and court costs.

3. CANCELLATIONS AND RETURNS – Items are non-stock and are non-returnable. A 35% cancellation fee will apply once a deposit, signed Agreement, or purchase order has been received, contingent solely upon factory acceptance of the cancellation request. If cancellation request is granted, the deposit will be applied toward the cancellation fee and the remainder refunded. If equipment has shipped or the cancellation request is denied, no refund will be issued and full payment is due.

4. SHIPPING – Freight charges are included to Lakeport, CA. Equipment is sold F.O.B. shipping point. Customer is required to inspect all items at time of receipt. Leete is not responsible for delays due to changes in manufacturer stock, production schedules, carrier availability, and force majeure. Leete is not responsible for damages incurred during shipment, storage, and/or handling.
   a. DROP SHIPMENT: Customer is required to inspect all items at time of receipt, note all freight damage and obtain the driver’s signature on the Bill of Lading. Customer is responsible for filing and processing all freight damage claims. Freight damage shall not constitute cause for Customer non-payment. If Customer is unavailable to accept delivery, Leete is not responsible for any resultant fees and/or costs.

5. FINAL ACCEPTANCE – Final acceptance shall occur at time of delivery.

6. CHANGES AND MODIFICATIONS – Customer agrees to pay for any change in scope, design or work plan from that ordered. Leete reserves the right to subcontract any or all work covered by the sale.

7. WARRANTY – Leete warrants the above equipment only to the terms and extent as determined solely by the manufacturer. No other warranty exists, either expressed or implied. Leete disclaims all liability for special, incidental, and consequential damages, not directly attributable to Leete. Customer is responsible for understanding manufacturer warranty specifications.

8. SECURITY INTEREST – Leete retains and Customer hereby grants Leete a Security Interest in equipment sold, including all accessions to and replacements of the equipment, until the Customer has made payment in full in accordance with the provisions herein. Customer shall cooperate fully with Leete in executing such documents as Leete may deem necessary for the protection of such Security Interest.

9. TAXES, LICENSES, PERMITS AND INSURANCE – Customer shall pay to Leete the amount of any sales, use, excise, duty or similar tax attributable to the sale covered hereby, whether or not included in the purchase or quotation price. Customer is responsible for researching, filing and acquiring any and all required permits and licenses. Leete recommends Customer obtain all permits and licenses before order placement. An air quality permit may be required, please contact your local air quality district office. Customer shall reimburse Leete for the cost of providing any insurance related rights or waivers associated with Leete’s existing insurance policies. Where taxes do not apply upon sale or resale, Customer shall provide Leete with appropriate exemption certificates.

10. CONSULTATION AND CUSTOMIZATION – Although a highly knowledgeable and respected firm specializing in the sale of generator systems, Leete is not licensed to determine the conformance of any proposed equipment, inspections and/or services in satisfaction of any applicable specification, laws and/or regulations. Customer acknowledges that any technical advice or specifications received have been reviewed and approved by a duly licensed professional. Any noncertified drawings provided are descriptive in nature and are not to be construed as a warranty of performance.

11. CUSTOMER’S REMEDIES – Leete shall not be in default and shall not be liable for delays by equipment manufacturers or suppliers or any other circumstances beyond Leete’s reasonable control. Customer’s exclusive and sole remedy on account or in respect of any breach, or to any express or implied warranty, shall be to secure replacement. Correction of any nonconformity shall constitute complete fulfillment of all liabilities of Leete. Leete’s aggregate liability in any customer claim shall not, under any circumstances, exceed the payment received by Leete for the equipment and services furnished. Leete’s liability shall be limited to those claims arising solely from the acts of the Leete. Leete shall not be liable, whether in contract or in tort or under any other legal theory, for loss of revenue, use, or profit or for the cost of any labor expended. Customer agrees to indemnify, defend, and hold Leete free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys’ fees and other costs that Leete may incur as a result of a claim for injuries or damages made by Customer or any third parties, unless caused by the gross negligence or willful misconduct of Leete.

12. ENFORCEABILITY – This Agreement shall be construed without regard to the party or parties responsible for the preparation of the same and shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted against either party, but according to the application of other rules of contract interpretation. If any provision of the Agreement is found to be invalid, illegal, or unenforceable in any applicable jurisdiction, the statute(s) of the prevailing jurisdiction shall take precedence. Upon execution, all prior negotiations, statements and agreements, oral or written, are superseded by this Agreement and become null and void and without consideration, contestation, and/or remedy.
October 28, 2016

City of Lakeport
225 Park Street
Lakeport, CA
Attention: Paul Harris
Phone: 707-533-9168
pharris@cityoflakeport.com

RE: MMG45IF4 Generator Sale

Thank you for the opportunity to provide pricing for the generator set on the above referenced project. We are pleased to quote as follows:

Qty 1: MMG45IF4 Generator

- Generac Mobile Generator – 30kW/36kW Skid Mount, Final Tier 4 Engine
- Single Axle Trailer w/ Surge Brakes and 2” Adjustable Height Ball Hitch
- 10 Amp Battery Charger
- Power Option 4 – Position Phase Switch
- Battery Disconnect – Standard
- Control Panel Lights – Standard
- Interior Cabinet Lights - Standard

Exclusions:
- Fuel and Taxes are not included in pricing.
- Double Wall Fuel Tank – NO LONGER AVAILABLE

Net Price (Equipment Only) $ 37,350.00 \( \times 2 \) $ 74,700

Quotation Notes:
1. This proposal is in accordance with your written request. We are not responsible for any errors in sizing of equipment. Because no written details or specifications were provided it should be reviewed by an engineer.
2. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
3. **All permits must be obtained prior to installation of the equipment.**
4. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarten-12th grade school and there is not a price for a PM Filter on this quote please contact us immediately.

Possible Adder:

A PM Filter may be required as detailed below. The jobsite address and generator location is not always sufficient to determine if one will be necessary. The generator needs to be further than 50 meters from the nearest "sensitive receptor" as defined below and further than 100 meters from the nearest K-12 school.

---

**Modesto**
5640 Pirrone Road
Salida, CA 95368
Contractor License #757162

**Corporate Headquarters:**
150 Nardi Lane
Martinez, California 94553
Phone 925.229.2700
Fax 925.229.2702

**Sacramento Branch:**
4372 Pinell Street
Sacramento, California 95838
Phone 916.564.2622
Fax 916.564.1083
FOB: Freight allowed to jobsite, offloading by others.

Lead-time: 4-5 Weeks from receipt of purchase order and approval of submittals.

Equipment Only:
- Installation: NOT included
- Anchoring: NOT included
- Seismic Calculations: NOT included

Tech Service Pricing:
- Tank Testing: NOT included
- Cold Start: NOT included
- Load Bank (2 hour test): NOT included
- Non-NFPA Start and Test: NOT included
- Fuel: NOT Included
- Training: NOT included

Note: Quote is for equipment only; no installation or permitting included.

Sales Tax: NOT included
Permits: NOT included
AQMD: NOT included
Pricing: Valid 30-Days from date on quote. Pricing may be adjusted after submittals and air quality acceptance.
Restocking: A restocking fee of 15% will apply for cancellation after receipt of purchase order and up to 60 days prior to scheduled order shipment date. Cancellation 60 days or less before scheduled shipment date will result in full PO charges.

ATC Assistance - Form and emissions assistance starting at $750.00.
Customized Maintenance - Packages starting at $575.00
Start & Test - One time visit to review installation, start unit and test for proper operation and fill out paperwork for factory warranty starting at $1,700.00

Further information is available on all these products upon request.

Please do not hesitate giving us a call with questions or concerns.

Sincerely,

David Saunders
925-229-2700 X128
Exceptions unless otherwise noted:
1. There is no off-loading or installation of this equipment included in our proposal.
2. There is no fuel included in our proposal.
3. There are no permits of any kind included in our proposal. No Engineering or design builds. Customer responsible for all applicable permits
4. We are not including the services of an independent testing agency in our proposal.
5. We are offering only the manufacturer's standard lugs in our proposal. Any special lugging will be quoted on an individual basis.
6. Startup and Commissioning available for an additional fee.
7. Some AQMD's require that a particulate trap be added to generators for jobs located within 100 meters of a school, grades K-12, or day care centers. If your jobsite is within these requirements, we will be glad to give you price adders for the installation of a particulate filter.

CONDITIONS OF SALE

The Terms and Conditions of Sale below constitute an Agreement between CD & Power and Customer. The provisions of this agreement supersede all prior agreements, negotiations, representations and warranties whether written, oral or otherwise, and no waiver, alteration, or modification of this agreement shall be binding unless agreed to in writing and signed by both CD & Power and customer.

QUOTATIONS are valid for thirty (30) days from the date of quotation unless agreed to in writing by CD & Power. A Quotation is not a valid acceptance of an offer to sell unless (1), a Purchase Order signed by an authorized representative of the Customer is received by CD & Power or (2), approved by CD & Power Credit Department. Equipment in stock is subject to prior sale.

A recent California Air Resources Board rule requires that a particulate trap be added to generators for jobs located at or within 100 meters of a school grades K through 12 or day care centers. If your jobsite is within these requirements we will be glad to provide you price adders for the installation of a particulate filter.

SPECIAL ORDERS - A nonrefundable deposit is required for all special order equipment and accessories. The deposit will be applied against the balance of the equipment invoice and cancellation charges, if any.

CHANGES AND MODIFICATIONS - Customer agrees to pay for any changes in scope, design or work plan from that ordered. CD & Power shall have the right to subcontract any or all work covered by the sale. Sale is non-assignable by the Customer without prior written approval of CD & Power.

TERMS - All billings are net fifteen (15) days from the date of invoice upon credit approval. Retention is not acceptable. Customers not adhering to payment terms agree to pay delinquency charges of 1.5% per month or the maximum allowable by law, whichever is greater, on the unpaid balance. If CD & Power commences an action to collect amount due the Customer agrees to reimburse CD & Power all collection costs, attorney fees and court costs.

FINAL ACCEPTANCE - Final acceptance shall occur at time of delivery. Offloading is the Customer's responsibility unless otherwise provided for. Storage and interest charges will result when equipment and accessories ready for shipment to the Customer are held in CD & Power inventory due to Customer's inability to accept delivery.

WARRANTY - All implied warranties including without limitation merchantability and fitness for a particular purpose are excluded from this Agreement. CD & Power disclaims all liability for special, incidental, and consequential damages. The only warranty for equipment sold to the Customer shall be the Manufacturer's warranty. CD & Power obligation is limited to rework or replacement of materials necessary to correct any condition of the equipment resulting from defects in material. Manufacturer's warranty is not effective until Start Test is performed by CD & Power. Start and Test must be paid in advance.

RETURNED MERCHANDISE - Equipment, accessories and parts cannot be returned without CD & Power written approval. Equipment, accessories and parts must be in salable condition. Customer must pay transportation costs and restocking charge of twenty-five percent (25%) of invoice amount.

SECURITY INTEREST - CD & Power retains and Customer hereby grants CD & Power a Security Interest in equipment sold, including all accessions to and replacements of the equipment, until the Customer has made payment in full in accordance with the provisions herein. Customer shall cooperate fully with CD & Power in executing such documents as CD & Power may deem necessary for the protection of such Security Interest.

TAXES, LICENSES, PERMITS AND INSURANCE - Customer shall pay to CD & Power the amount of any sales, use, excise, duty or similar tax attributable to the sale covered hereby, whether or not included in the purchase or quotation price. CD & Power will assume no responsibility for obtaining permits or licenses other than those specifically provided for. Customer shall reimburse CD & Power for the cost of providing any insurance related rights or waivers associated with CD & Power existing insurance policies. Where taxes do not apply upon sale or resale, Customer shall provide CD & Power with appropriate exemption certificates.
Customer acknowledges that he has not relied on CD & Power skill or judgment in the selection of equipment and that any technical advice or specifications solicited regarding the equipment shall be used at Customer's own risk. Any non-certified drawings provided are descriptive in nature and not warranties of performance.

Except as expressly provided herein, the Agreement shall be governed, construed, and interpreted by the laws of the State of California. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply. CD & Power elects to opt out of the CISG. Waiver by CD & Power of any breach of the Terms and Conditions of Sale included herein or on any attachment shall not be construed as a waiver of any other breach. Waiver by CD & Power of any breach must be in writing.

CUSTOMER'S REMEDIES - CD & Power shall not be in default and shall not be liable for delays by equipment manufacturers or suppliers or any other circumstances beyond CD & Power reasonable control. Customer's exclusive and sole remedy on account or in respect of any breach, or to any express or implied warranty, shall be to secure replacement. Correction of any non-conformity shall constitute complete fulfillment of all liabilities of CD & Power. CD & Power aggregate liability in any customer claim shall not, under any circumstances, exceed the payment received by CD & Power for the equipment and services furnished. CD & Power liability shall be limited to those claims arising solely from the acts of the CD & Power. CD & Power shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue, use, or profit or for the cost of any labor expended. Customer agrees to indemnify, save and hold CD & Power harmless for any special, direct, indirect, incidental, accidental or consequential damages to anyone by reason of any breach of contract or of any express or implied warranty.

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance by CD & Power, to purchase and pay for this equipment, accessories and service in accordance with the CD & Power Conditions of Sale and Standard Terms & Conditions.

Company Name: ________________________________

Contact Name: ________________________________

Purchaser Authorized Signature: __________________

Contact Title: ________________________________

Date: ________________________________

Purchase Order: ________________________________
PROPOSAL

To: City of Lakeport
Attention: Paul Harris
Address: 225 Park Street
Lakeport, CA 95453

Date: November 3, 2016
Office: 707-263-3578 x102
Fax: 

<table>
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<tr>
<th>JOB NAME</th>
<th>JOB NUMBER</th>
<th>JOB ADDRESS</th>
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<tbody>
<tr>
<td>Lakeport Mobile Generator</td>
<td>488</td>
<td>225 Park Street</td>
</tr>
<tr>
<td></td>
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<td>Lakeport, CA 95453</td>
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</table>

PROPOSAL SUMMARY

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>(2) Generators Delivered to site</td>
<td>$81,574</td>
</tr>
<tr>
<td>Total INCLUDES TAXES AND FOB&gt;&gt;&gt;&gt;&gt;&gt;</td>
<td>$81,574</td>
</tr>
</tbody>
</table>

Fort Bragg Electric, inc is pleased to present the following bid for Lakeport Mobile Generator, based on Request for Proposal to the extent specified features are available and subject to the following inclusions, terms and conditions:

INCLUSIONS

Qty 2: Mobile Generator – MMG45IF4 (See Data sheet for details)
- Generac Mobile Generator – 30kW/36kW Skid Mount, Isuzu Final Tier 4 Engine
- Single Axle Trailer w/ Surge Brakes and 2” Adjustable Height Ball Hitch
- 10 Amp Battery Charger
- Power Option 4 – Position Phase Switch
- Battery Disconnect – Standard
- Control Panel Lights – Standard
- Interior Cabinet Lights - Standard

Qty 2: Freight to Site

* Unit kW sizing by others.
* This quote is based on minimal specifications and may or may not meet actual job requirements.

Notes

Estimated Delivery Lead Time: 1-3 Weeks
Estimated Submittal Lead time: 1-2 weeks
Fuel and Taxes are not included in the above pricing, unless otherwise stated above
Terms and Conditions
1. MATERIAL SUPPLY only.
2. All prices are FOB job site. Off loading and placement of equipment is by others.
3. Price quoted is valid for 45 days and subject to reconfirmation.
4. With approved credit all products are invoiced from date of shipment and are payable Net 30 days.
5. 1.5% per month finance charge will apply on past due accounts - annual rate of 18%.
6. Manufacturer lead time to be confirmed upon approved release for production letter and receipt of approved PO/order.
7. Equipment cannot be held by FBE or its suppliers without prior arrangement.
8. Any orders changed or canceled after 14 days from confirmation of order will be subject to change or cancellation fees.
9. No permits, fuel (and/or fuel for testing) or license fees are included in this quotation.
10. All permits and/or licenses are by others unless specified otherwise in this quote.
11. Terms and conditions described in any purchase order and/or contract are incorporated only to the extent that such are consistent with the terms and conditions hereof.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

PROPOSAL OF TERMS BY ____________________________ Date November 3, 2016

ACCEPTANCE OF TERMS ________________ Date __________________

Thank you for your business!
STAFF REPORT

RE: Public Works Budget Correction

MEETING DATE: 12/06/2016

SUBMITTED BY: Ginny Feth-Michel, Interim Finance Director

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to amend the Fiscal Year 2016-2017 to correct an error. The 2016-2017 Budget was intended to include $50,000 for General Fund road projects, however the Budget included only $5,000. This was due to an inputting error that was not discovered until last month.

BACKGROUND/DISCUSSION:

The Fiscal Year 2016-2017 Budget for Public Works Department was supposed to include $50,000 for road projects that was intended to purchase Asphalt, Concrete, All Weather Patch and other miscellaneous roadway materials. Due to an inputting error the budget included $5,000. Staff is requesting that 2016-2017 Budget be amended in the amount $45,000 to provide for funding as intended. This additional appropriation will be funded by the City’s unrestricted General Fund balance. As of June 30, 2016, the General Fund unrestricted Fund Balance, as presented in the City’s Fiscal Year 2016-2017 Budget, is expected to be $2,790,290.

In addition to this budget amendment request, Council has approved two prior budget amendments totaling $50,000. After applying these three amendments, the estimated unreserved General Fund balance is $2,695,290.

OPTIONS:

Council can authorize an amendment to the 2016-2017 Budget in the amount of $45,000 or provide alternate direction to staff.

FISCAL IMPACT:

☒ $45,000 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☒ Yes ☐ No  if yes, amount of appropriation increase: $45,000

Affected fund(s): ☒ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments: Account # 110-3020-990308

SUGGESTED MOTIONS:

Move to authorize a budget amendment for Fund 110 in the amount of $45,000 to correct for an error.

Attachments:
STAFF REPORT

RE: Appointment to Public Educational Governmental (PEG) Channel Board

MEETING DATE: 12/06/2016

SUBMITTED BY: Kelly Buendia, City Clerk

PURPOSE OF REPORT: [ ] Information only [ ] Discussion [X] Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:
The City Council is being asked to appoint a member to the PEG Channel Board of Directors.

BACKGROUND/DISCUSSION:
In 2015, the County of Lake and the Cities of Lakeport and Clearlake entered into a written agreement through which they jointly assumed formal responsibility for the operation, maintenance and funding of the Lake County PEG Channel. A Board of PEG Channel Directors was established to provide general supervision of the PEG Channel. Councilmember Martin Scheel acted as the city’s first Director on the PEG Channel Board. Council member Scheel will be leaving his office this year and is relinquishing his seat on the PEG Board, creating a vacancy.

The PEG agreement calls for a board of five Directors consists of one Director appointed by the Board of Supervisors; one Director appointed by the City Council of the City of Clearlake; one Director appointed by the City Council of the City of Lakeport; and two members of the general public appointed by majority vote of the three Directors appointed by Lake County, Clearlake and Lakeport.

The agreement does not specify that the Director on the Board must be a member of the Lakeport City Council. A member of the public, Dave Thompson, has expressed interest in filling the vacant position. The Council could appoint Mr. Thompson or the Council could decide to appoint one of its own members. Meetings take place once a month with every other meeting located in the City of Clearlake.

The term of the three board members appointed by the two cities and the County expires on the first Monday in January of every even-numbered year and the term of the other two board members expires 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 appointed and qualified.

OPTIONS:
1. The City Council could appoint Dave Thompson (see recommended motion).
2. The City Council could appoint one of its’ own members.
3. The City Council could direct the City Clerk to solicit additional applications.
FISCAL IMPACT:
☒ None ☐ $  Budgeted Item? ☐ Yes ☐ No
Budget Adjustment Needed? ☐ Yes ☐ No  If yes, amount of appropriation increase: $
Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:
Comments:

SUGGESTED MOTIONS:
Move to appoint Dave Thompson as the Lakeport representative to the PEG Channel Board of Directors with term expiring on the first Monday of January 2018.

☒ Attachments: 1. Attachment 1: Application for Dave Thompson
APPLICATION FOR APPOINTMENT TO THE CITY OF LAKEPORT ADVISORY BOARD, COMMISSION, OR COMMITTEE

<table>
<thead>
<tr>
<th>NAME OF BOARD, COMMISSION OR COMMITTEE:</th>
<th>PEG Channel Board of Directors</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICANT NAME:</td>
<td>David Andrew Thompson</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>10 Royale Ave #32, Lakeport, CA</td>
</tr>
<tr>
<td>HOME PHONE:</td>
<td>206-819-0269</td>
</tr>
<tr>
<td>WORK PHONE:</td>
<td></td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td><a href="mailto:davidandrewthompson@gmail.com">davidandrewthompson@gmail.com</a></td>
</tr>
</tbody>
</table>

Please include a brief statement as to why you would like to serve, what special qualifications or experience you may have for the position and/or any other information you would like to include as part of your application:

It is my sincere privilege to be considered for a position on the PEG Channel Board of Directors. It is my hope to contribute to the PEG Channel in any way that I can. My chief skills are public relations, technology, media program development, marketing and brand development.

Public Relations, Marketing and Brand Development: I have worked as a PR and marketing consultant for Fortune 500 companies (Starbucks, Microsoft, T-Mobile), Multi-National Non-Profits (World Vision, Habitat for Humanity), small tech startups, and a number of political campaigns (local, state and national). I have assisted many of these in their media relations and brand clarification.

Technology: I have served as the Director of a handful of pilot online education projects for Colleges and Universities (back when internet education was just starting). I developed a web-based political campaign management software that was launched in the US, Russian and Afghanistan. I worked as the Software Development Lead for Starbucks. I also participated in several tech startups in the Seattle area.

Media Programming Development: I have worked in multiple forms of media, including radio, online, streaming and broadcast. I developed a new video based program called "Over Coffee with Rev. Dave Thompson". This included everything from production to distribution. The program grew to over ten thousand views in the first six months, with now over fifty episodes.

Last, I am anxious to work as part of the PEG Channel team to continue to provide this valuable media voice for our local community.

(Continue on reverse side if necessary, or attach additional information)

Signature: ___________________________ Date: 11/11/2016

Please return form to: City Clerk
City of Lakeport
225 Park Street
Lakeport, CA 95453

FOR CITY USE ONLY - APPLICANT, PLEASE DO NOT COMPLETE THIS SECTION

<table>
<thead>
<tr>
<th>Appointment:</th>
<th>☐ Approved</th>
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<tbody>
<tr>
<td>☐ Denied</td>
<td>Length of Term: From__________ to __________</td>
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<tr>
<td>Date:</td>
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</table>
STAFF REPORT

RE: Traffic Control Measures on Twentieth Street (Roadway Striping) MEETING DATE: 12-06-2016

SUBMITTED BY: Brad Rasmussen, Chief of Police
Doug Grider, Acting Public Works Director

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 roadway striping on Twentieth Street between Alden Ave and Hartley Street.

BACKGROUND/DISCUSSION:
On November 1, 2016 the City Council held a public hearing regarding the 2016 City of Lakeport Speed Zone Study. Based on the results of this study, the traffic engineer recommended that the speed zone for the aforementioned section of Twentieth Street be reset from 25 Miles per Hour (MPH) to 30 MPH after identifying the 85th percentile speed as 36 MPH. During the hearing, it became clear that residents had serious concerns regarding vehicles speeding in the area. These residents felt that having the speed reset to 30 MPH would lead to ongoing speeding issues. Due to state restrictions, if the speed zone was not reset, police would have been unable to enforce the speed limit. Ultimately, the Council approved the recommendation to reset the speed limit with the understanding that police would strictly enforce it, provide public education and that departments would investigate appropriate traffic control measures with the goal of reducing the 85th percentile speed back down to between 25 & 30 MPH.

Since the public hearing, the police department has developed a traffic enforcement plan for the area and has released public education materials.

Additionally, the Police, Community Development, City Engineer and Public Works Departments have met to discuss traffic control measures. Based on our review of the situation, we believe that the most effective and affordable traffic control option is to stripe the street with white fog lines 8 feet out from each curb and add a double yellow center line, including raised traffic dots, which would narrow the travel lanes to approximately 12 feet wide. This is expected to create a visual narrowing effect and cause drivers to reduce speed.

Staff believes that without the striping, it will be more difficult and take longer to reduce the 85th percentile speed in the area.
OPTIONS:

1. Refer back to staff for further investigation
2. Take no action
3. Authorize staff to move forward with roadway striping plan

FISCAL IMPACT:

☐ None ☒ $10,000 Budgeted Item? ☐ Yes ☒ No

Budget Adjustment Needed? ☒ Yes ☐ No If yes, amount of appropriation increase: Not to exceed $10,000.00

Affected fund(s): ☒ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments:
The budget project cost is an estimate for supplies and labor and may need to be adjusted.

SUGGESTED MOTIONS:

Move to authorize staff to begin work on a roadway striping plan for Twentieth Street between Alden Ave and Hartley Street as outlined by staff with costs not to exceed $10,000.00.

☐ Attachments: