AGENDA
REGULAR MEETING OF THE LAKEPORT CITY COUNCIL
(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)
Tuesday, August 20, 2019
City Council Chambers, 225 Park Street, Lakeport, California 95453

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.

CLOSED SESSION: 5:45 p.m.
1. Conference with Legal Counsel—Existing Litigation (Gov. Code, § 54956.9(d)(1))
   The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in litigation:
   Name of Case: John et al. v. Lake County et al.
   Name of Parties: Plaintiffs—Beverly John, Jacqueline John, Lyann Williams, Curtis Williams; Defendants—Lake County, City of Lakeport, Antonio Castellanos, Cody White, Joseph Eastham, Mark Steele
   Case No. N.D. Cal. 3:18-cv-06935

I. CALL TO ORDER & ROLL CALL: 6:00 p.m.
II. PLEDGE OF ALLEGIANCE:
III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS:
   Move to accept agenda as posted, or move to add or delete items.
   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 City Council regular meeting of August 6, 2019 and the special meeting of August 13, 2019.
C. Renew Emergency Resolution: Mendocino Complex Fire
   Confirm the continuing existence of a local emergency for the Mendocino Complex Fire.
D. 2019 Storms
   Confirm the continuing existence of a local emergency for the February 2019 Storms.
E. Application 2019-022:
   Approve event application 2019-022, with staff recommendations, for the 2019 Recovery Happens event.
F. Measure Z Advisory Committee (MZAC):
   Receive and file the draft minutes of the July 17, 2019 MZAC meeting.
G. Public Educational and Governmental (PEG) Cable Television Agreement:
   Approve an agreement between the City of Clearlake, City of Lakeport and the County of Lake relative to operation of a local public, educational, governmental cable television channel, referred to as the PEG Channel.
H. Lake County Fair Disabled Parking:
   Approve the designated temporary disabled parking on C and D Streets, between South Forbes Street and the respective fairgrounds entrance gates from 4:00 p.m. August 30th to Midnight on Sunday, September 2nd, 2018
I. Municipal Mural Project:
   Approve proposed mural for the building at 60 Third Street.
J. Reset Public Hearing Date Regarding the creation of an Underground Utility District:
   Move the public hearing previously set for September 3, 2019 to September 17, 2019.

V. PUBLIC PRESENTATIONS/REQUESTS:
A. Public 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. Middletown Arts Center (MAC) Lisa Kaplan from the Middletown Art Center will give a presentation on the Resilience Art Project Exhibit.

C. Fireworks Donation: Presentation of donation by the Lake County Chamber of Commerce for the Annual Fireworks Show in Library Park.

D. Presentation of Certificate: Public Works Director will present the Certificate from the Governor’s Office of Emergency Services certifying Parks Foreman Ron Ladd as an Emergency Management Specialist.


VI. COUNCIL BUSINESS
A. Finance Director
   1. Contract Award: Approve and authorize the City Manager to execute the Professional Services Agreement with JJACPA for independent auditing services.

B. Public Works Director
   1. Contract Award Award a construction contract to Lamon Construction Company, Inc., for the South Main Street Pavement Rehabilitation Project.

VII. CITY COUNCIL COMMUNICATIONS:
A. Miscellaneous Reports, if any:

VII. ADJOURNMENT:
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.

_________________________________________
Hilary Britton, Deputy City Clerk
MINUTES
REGULAR MEETING OF THE LAKEPORT CITY COUNCIL
(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)
Tuesday, August 6, 2019
City Council Chambers, 225 Park Street, Lakeport, California 95453

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.

CLOSED SESSION:
Mayor Barnes called the meeting to order at 5:45 p.m.

Mayor Barnes adjourned to Closed Session at 5:45 p.m. to discuss:
1. Conference with Legal Counsel; Initiation of Litigation (Gov. Code § 54956.9(d)(4))
   Number of Potential Cases: One (1).

Report Out of Closed Session:
There was no reportable action out of closed session.

I. CALL TO ORDER & ROLL CALL:
Mayor Barnes called the meeting to order at 6:04 p.m. with Council Members Mattina, Parlet, Spurr and Turner present.

II. PLEDGE OF ALLEGIANCE:
The Pledge of Allegiance was led by Zac (Record Bee).

III. ACCEPTANCE OF AGENDA/URGENCY ITEMS:
A motion was made by Council Member Mattina, seconded by Council Member Turner, and unanimously carried by voice vote to accept agenda as 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 City Council regular meeting of July 16, 2019.

C. Warrants:
   Approve the warrant register of August 1, 2019.

D. Renew Emergency Resolution: Mendocino Complex Fire
   Confirm the continuing existence of a local emergency for the Mendocino Complex Fire.

E. Renew Emergency Resolution: February 2019 Storms
   Confirm the continuing existence of a local emergency for the February 2019 Storms.

F. Letter of Support:
   Approve sending a letter of support for a League California Cities resolution calling on the California Public Utilities Commission to amend Rule 20A to add projects in very high Fire Hazard Severity Zones to the list of eligibility criteria and to increase funding allocations for Rule 20A projects.

   Vote on the Consent Agenda:
   A motion was made by Council Member Turner, seconded by Council Member Spurr, and unanimously carried by voice vote to approve the Consent Agenda, items A-F.

V. PUBLIC PRESENTATIONS/REQUESTS:
A. Public Input:
   There was no input offered by the public.

VI. PUBLIC HEARING:
A. Finance Director:
   1. Delinquent Utility Bills:
      The staff report was presented by Finance Director Walker.

      Mayor Barnes opened the Public Hearing at 6:09 p.m.

      There was no input from the public.
A motion was made by Council Member Turner, seconded by Council Member Mattina, and unanimously carried by voice vote to adopt the resolution to confirm and approve the utility billing delinquency list and the associated resolution and direct staff to submit the list to the County Auditor-Controller for inclusion on the property tax roll.

VII. CITY COUNCIL COMMUNICATIONS:
   A. Miscellaneous Reports, if any:
      City Manager Silveira gave no report.
      Finance Director Walker gave no report.
      Administrative Services Director/City Clerk Buendia gave no report.
      Mayor Barnes gave no report.
      Council Member Parlet gave no report.
      Council Member Mattina gave no report.
      Council Member Spurr gave no report.
      Council Member Turner gave no report.

VII. ADJOURNMENT:
      Mayor Barnes adjourned the meeting at 6:10 p.m.

________________________________________
Tim Barnes, Mayor

Attest:

______________________________
Kelly Buendia, City Clerk
CALL TO ORDER AND ROLL

CALL: Mayor Barnes called the meeting to order at 6:00 p.m., with Council Members Mattina, Spurr, Turner present. Council Member Parlet arrived at 6:05 p.m.

1. UNDERGROUND UTILITY RESOLUTION:

The staff report was presented by City Manager Silveira.

Nancy Ruzicka asked to include High Street as a feeder street into the Eleventh Street corridor plan and the underground district.

A motion was made by Council Member Spurr, seconded by Council Member Turner, and unanimously carried by voice vote to adopt the resolution declaring the City Council’s intent to form an underground utility district along Eleventh Street and North Main Street.

2. ANNEXATION APPLICATION:

The staff report was presented by Community Development Director Ingram. Planning Consultant Linda Ruffing was available for questions.

A Public Hearing was opened at 6:36 p.m.

Lake County District 4 Supervisor Tina Scott read a statement against the annexation application.

Scott Lauder, owner of Lakeport Cinemas, spoke in favor of the annexation application.

Lake County District 1 Supervisor Moke Simon spoke against the annexation application.

Paul Racine asked questions about zoning and spoke against the annexation application.

Michael Green spoke in favor of the annexation application.

Justin Hamaker, General Manager and Water Manager, Lakeport Cinemas, informed the Council on water quality on South Main Street.

Nancy Ruzicka spoke against the annexation application.

The Public Hearing was closed at 7:00 p.m.

A motion was made by Council Member Mattina, seconded by Council Member Turner, and unanimously carried by voice vote to approve the Resolution of Application for the South Lakeport Annexation project.

ADJOURNMENT: Mayor Barnes adjourned the meeting at 7:16 p.m.
Tim Barnes, Mayor

Attest:

Kelly Buendia, City Clerk
# Meeting Date: 08/20/2019

## STAFF REPORT

<table>
<thead>
<tr>
<th>RE:</th>
<th>Continuation of Local Emergency Declaration – Mendocino Complex Fires</th>
<th>MEETING DATE: 08/20/2019</th>
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<tbody>
<tr>
<td>SUBMITTED BY:</td>
<td>Margaret Silveira, City Manager</td>
<td>PURPOSE OF REPORT:</td>
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### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review the need to continue the proclamation declaring a Local State of Emergency due to conditions of extreme peril as a result of the River Fire, re-named along with the Ranch Fire, the Mendocino Complex fire and provide direction.

### BACKGROUND/DISCUSSION:

On July 28, 2018, the Director of Emergency Services for the City of Lakeport declared a local State of Emergency in connection with the conditions of extreme peril to the safety of persons and property within the city as a result of the River Fire, re-named the Mendocino Complex fire in combination with the Ranch Fire. In accordance with the Emergency Services Act Section 8630(b) and Lakeport Municipal Code section 2.28.130, the City Council ratified the declared emergency on July 30, 2018 under Resolution 2679 (2018). Under Lakeport Municipal Code section 2.28.150, the City Council shall review, at least every 14 days, the need for continuing the emergency declaration until the local emergency is terminated.

The City Council, at a Special Meeting on August 13, 2018, continued the emergency declaration via Resolution 2680 (2018). The City Council subsequently continued the emergency declaration on August 21, 2018, September 18, 2018, October 2, 2018, October 16, 2018, November 6, 2018, November 20, 2018, December 4, 2018, December 18, 2018, January 15, 2019, February 5, 2019, February 19, 2019, March 5, 2019, March 19, 2019, April 2, 2019, April 16, 2019, May 7, 2019 May 21, 2019, June 4, 2019, June 18, 2019, July 16, 2019. Since a need still exists for the declaration, Council is asked to review and continue the declaration. Should the need continue, staff will return this item at the next regularly scheduled City Council meeting.

### OPTIONS:

Approve the need for the continuation of the proclamation declaring a Local State of Emergency due to Mendocino Complex fire; or proclaim the termination of the Local State of Emergency

### FISCAL IMPACT:

<table>
<thead>
<tr>
<th>None</th>
<th>$</th>
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<tbody>
<tr>
<td>Budgeted Item?</td>
<td>Yes</td>
</tr>
</tbody>
</table>
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 confirm the continuing existence of a local emergency in the City of Lakeport.

☒ **Attachments:** 1. Resolution No. 2679 (2018)
RESOLUTION NO. 2679 (2018)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT RATIFYING THE DIRECTOR OF EMERGENCY SERVICES’ PROCLAMATION OF A LOCAL EMERGENCY IN THE CITY OF LAKEPORT

WHEREAS, Chapter 2.28 of the Lakeport Municipal Code, adopted as Ordinance Number 832 of the City of Lakeport empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City of Lakeport is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within this City as a result of a fire commencing on or about 1:01 p.m. on the 27th day of JuneJuly, 2018, called the River Fire and later re-named the Mendocino Complex along with the Ranch Fire, which commenced on or about 12:05 p.m. on the 27th day of July, 2018, at which time the City Council of the City of Lakeport was not in session; and

WHEREAS, the City Manager, acting as the Director of Emergency Services of the City of Lakeport, did proclaim the existence of a local emergency within the City on the 28th day of July, 2018; and

WHEREAS, the Governor of the State of California proclaimed a state of emergency in the Lake County as a result of the Mendocino Complex on the 28th day of July, 2018; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the City Council hereby proclaims a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that the Director of Emergency Services’ Proclamation of Existence of a Local Emergency is hereby ratified and confirmed; and

IT IS FURTHER RESOLVED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of this local emergency the powers, functions and duties of the Disaster Council of the City of Lakeport and its Director of Emergency Services shall be those prescribed by state law, and by the ordinances and resolutions of this City; and

1
IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Margaret Silveira, Director of Emergency Services of the City of Lakeport, is hereby designated as the authorized representative of the City of Lakeport for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

This resolution shall be effective upon its adoption.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a special meeting thereof on the 30th day of July, 2018, by the following vote:

AYES:  
NOES:  
ABSTAINING:  
ABSENT:  

MIREYA G. TURNER, Mayor

ATTEST:

KELLY BUENDIA, City Clerk
WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review the need to continue the proclamation declaring a Local State of Emergency due to conditions of extreme peril as a result of the February 2019 Storms and provide direction.

BACKGROUND/DISCUSSION:

On February 28, 2019, the Director of Emergency Services for the City of Lakeport declared a local State of Emergency in connection with the conditions of extreme peril to the safety of persons and property within the city as a result of the February 2019 storms. In accordance with the Emergency Services Act Section 8630(b) and Lakeport Municipal Code section 2.28.130, the City Council ratified the declared emergency on March 5, 2019, March 19, 2019, April 2, 2019, April 16, 2019, May 7, 2019, May 21, 2019, June 4, 2019, June 18, 2019 and July 16, 2019 under Resolution 2704 (2019). Under Lakeport Municipal Code section 2.28.150, the City Council shall review, at least every 14 days, the need for continuing the emergency declaration until the local emergency is terminated.

Since a need still exists for the declaration, Council is asked to review and continue the declaration. Should the need continue, staff will return this item at the next regularly scheduled City Council meeting.

OPTIONS:

Approve the need for the continuation of the proclamation declaring a Local State of Emergency due to the February 2019 storms; or proclaim the termination of the Local State of Emergency

FISCAL IMPACT:

☐ None ☐ $ ☐ Budgeted Item? ☐ 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 confirm the continuing existence of a local emergency in the City of Lakeport.

RESOLUTION NO. 2704 (2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT CONFIRMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Chapter 2.28 of the Lakeport Municipal Code, adopted as Ordinance Number 832 of the City of Lakeport empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City of Lakeport is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within this City as a result of rain storms, wind, and flooding commencing on or about February 26, 2019, at which time the City Council of the City of Lakeport was not in session; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency; and

WHEREAS, the Director of Emergency Services of the City of Lakeport did proclaim the existence of a local emergency within the City on the 28th day of February, 2019; and

WHEREAS, the Governor of the State of California proclaimed a state of emergency in Lake County due to atmospheric river storm systems, which caused widespread damage and flooding; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the City Council hereby proclaims a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that the Director of Emergency Services’ Proclamation of Existence of a Local Emergency is hereby ratified and confirmed; and

IT IS FURTHER RESOLVED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of this local emergency the powers, functions and duties of the Disaster Council of the City of Lakeport and its Director of Emergency Services shall be those prescribed by state law, and by the ordinances and resolutions of this City; and
IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Margaret Silveira, Director of Emergency Services of the City of Lakeport, is hereby designated as the authorized representative of the City of Lakeport for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

This resolution shall be effective upon its adoption.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 5th day of March, 2019, by the following vote:

AYES: Mayor Barnes, Council Members Mattina, Parlet, Spurr and Turner
NOES: None
ABSTAINING: None
ABSENT: None

[Signature]
Tim Barnes, Mayor

ATTEST:

[Signature]
Kelly Buendia, City Clerk
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:

Application Received (Date): 7/25/19

☐ $15.00 Application Fee Paid

Application No.: 2019-022

For Council Meeting of (Date): 08/20/2019

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

Applicant Name: Bonnie O'Donnell

Organization Name: Lake County Behavioral Health Services

Address: 6302 Thirteenth Ave./PO Box 1024, Lucerne, Ca 95458

Address: 6302 Thirteenth Ave./PO Box 1024, Lucerne, Ca 95458

Home Phone: 707-349-2393

Work Phone: 707-274-9101

Mobile Phone: 707-349-2393

Email Address: bonnie.odonnell@lakecountyca.gov

Other Contact: Robert Chalmers

Phone for Other Contact: 707-274-9101

Organization is: ☑ Nonprofit Organization ☐ For Profit Organization

Name of Event: Recovery Happens 2019

Description of Event: There will be recovery from addiction and wellness based information booths set up around the Gazebo, speakers, a BBQ and music

Specific Location of Event (Map Must be Attached): Library Park, Lakeport, Ca

Does this use involve public right of way, streets, or sidewalk? ☑ Yes ☐ No If yes, please indicate specific location:

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

Date(s) of Event: Saturday September 14, 2019

Total Number of Days: 1

Set Up Time: 08:00

Time of Event: 10:00

Tear Down Time: 15:00

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

Will any vendors be present? Yes ☐ No ☑ Will any food booths be present? Yes ☑ No ☐

Requirements:

☐ Electricity (cannot be guaranteed by City)

☐ Barricades

☐ Street/Sidewalk Closures

☐ No irrigation in park prior to event

☐ Other (please specify):

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

Specific City Staff Needs:

☐ Police

☐ Public Works

☐ Parks

☐ Other (please specify):

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

Insurance Information:

Specify Insurance Company: CSAC Excess Insurance Authority, C/O Alliant Insurance Services, Inc.

Policy Number: GL1-7288

Expiration Date: 09-15-19

Limits of Coverage:

INeurance 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 and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

Signature of Applicant  
Responsible Official of Applicant Organization  
Dated: 7/1/19

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**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</td>
<td>☐ Police</td>
</tr>
</tbody>
</table>
| ☐ Fiscal Impact  
(Describe/Include Estimated Costs) | ☐ Public Works |
| ☐ Other (please specify): | ☐ Parks |

The following will be Required:

☐ Business License  
☐ ABC License  
☐ Health Department Permit  
☐ Other (Specify):

Staff Comments:

---

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):
CSAC Excess Insurance Authority
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450
PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

Member:
LAKE COUNTY
ATTN: ANITA GRANT
COUNTY COUNSEL
255 N. FORBES STREET
LAKEPORT, CA 95453-5023

Coversages
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>CO LTR</th>
<th>TYPE OF COVERAGE</th>
<th>MEMORANDUM NUMBER</th>
<th>COVERAGE EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>COVERAGE EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIABILITY LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>EIA 19 EL-07</td>
<td>07/01/2019</td>
<td>07/01/2020</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Limits inclusive of the Member’s deductible of $10,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENTS BETWEEN LAKE COUNTY AND CITY OF LAKEPORT FOR USE OF CITY FACILITIES FOR COUNTY SPONSORED EVENTS.

CITY OF LAKEPORT IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder
CITY OF LAKEPORT
225 PARK ST
LAKEPORT, CA 95453

Cancellation
SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

CSAC EXCESS INSURANCE AUTHORITY
ENDORSEMENT NO. U-1
CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY 1
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: 
Issued to: ALL MEMBERS
Issue Date: June 28, 2019

Memorandum No.: EIA 19 EL-00

Authorized Representative
CSAC Excess Insurance Authority
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 and its agents and “employees” from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 7/16/19

STAFF RESPONSE

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

Staff Name: ___________________________ Department: ___________________________

☐ No Fiscal Impact ☐ Fiscal Impact (Describe/Include Estimated Costs) ☐ Police
☐ Public Works ☐ Parks ☐ Other (please specify):

The following will be Required:
☐ Business License ☐ ABC License ☐ Health Department Permit ☐ Other (Specify):

Staff Comments:

All food vendors must have a temporary health permit to sell or give away food at this event and must submit their application 7 days prior to the event. The event sponsor must submit their sponsor temporary health permit application 14 days prior to the event.

Cinda Rejon, EH 7/30/19

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):
Thank you Hilary! We have no concerns or comments.

Wanda Gray
Director Regional Operations
Paratransit Services
Operators of Lake Transit

"Providing Quality Coordinated Transportation and community services since 1980"

Direct: (707) 994-3384 ext 5
Cell: (707)951-6403
Fax: (707) 994-3383
Email: WLG@paratransit.net

Please consider the environment before printing this email.

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Good morning Hilary,

I have reviewed the subject application and it does not appear this event will impact County roadways. We have no conditions or comments to add to this permit.

Sincerely,
Lori Price
1. **CALL TO ORDER**
Chair Hopkins opened the meeting at 5:30 p.m. with Committee Members King, Speed, and Schaffer present. Committee Member Rollins was absent.

2. **APPROVAL OF MINUTES**
The Committee voted unanimously to approve the Minutes of April 17, 2019 meeting.

3. **CITIZEN INPUT**
There was no input offered from the public.

4. **DISCUSSION/ACTION ITEMS**
   
   **A. 2019-2020 Measure Z Budget**
   Finance Director Walker and City Manager Silveira presented the Measure Z revenues and expenditures that were approved by the City Council in the 2019/2020 Budget.

   The Committee reviewed and discussed the budget and asked for clarification on several items. The Committee requested an update on sales tax revenues and related economic development efforts.

5. **ADJOURN**
Chair Hopkins adjourned the meeting at 6:00 p.m. with the next meeting scheduled for Wednesday, October 16, 2019 at 5:30 p.m.

_________________________
Kelly Buendia, Secretary
RE: Local Public, Educational Governmental (PEG) Cable Television Channel Agreement

SUBMITTED BY: Margaret Silveira, City Manager

PURPOSE OF REPORT: Information only  Discussion  Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:
The City Council is being asked to approve an agreement between the City of Lakeport, the City of Clearlake, and Lake County related to the operation of a Local Public, Educational, and Governmental (PEG) Cable Television Channel.

BACKGROUND/DISCUSSION:
The Cities of Lakeport, Clearlake and Lake County entered into an Agreement to operate a local Public, Educational, Governmental (PEG) cable television channel November 17, 2015. This Agreement was extended by Amendment in 2018.

The County took the lead and worked with both cites and PEG toward a new Agreement. Those efforts have resulted in the Agreement attached here, for the Council’s consideration. Many of the updates were clarifications of existing principles, including financial records requirements.

Most substantively, this Agreement adds Performance Measures, which were created in collaboration with the County and both Cities to reflect largely long-term PEG priorities. The Lake County PEG TV Board is responsible to implement the Performance Measures, and their full Board has reviewed the Agreement, in total, and endorsed the Agreement and Performance Measures at their Monday, July 8, meeting.

Staff recommends Council approval approve the new Agreement, both the County Board and the City of Clearlake, City Council have approved this Agreement.

OPTIONS:

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 approve an agreement between the City of Clearlake, City of Lakeport and the County of Lake relative to operation of a local public, educational, governmental cable television channel, referred to as the PEG Channel.
Attachments:

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

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

RECITALS

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

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

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

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

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

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

A. The County of Lake, City of Lakeport and City of Clearlake agree to jointly administer and manage the Lake County PEG TV Channel, through establishment of the Lake County PEG TV Board of Directors.

B. The five-member Lake County PEG TV Board of Directors shall be comprised of the following:

- One (1) member appointed by the Lake County Board of Supervisors
- One (1) member appointed by the City Council of the City of Clearlake
- One (1) member appointed by the City Council of the City of Lakeport

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

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

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

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

The Board of Directors so established shall be responsible for:

A. Prescribing all rules and regulations for the operation and management of the PEG channel, including adoption of community programming policies;

B. Establishing the duties and providing general supervision of the Lake County PEG TV Manager;

C. Securing underwriting funds for operation of the PEG Channel;

D. Reviewing and authorizing the expenditure of funds provided by the parties to this Agreement for operation of the PEG Channel;

E. Reviewing and authorizing capital expenditures, funded by the 1% fees collected pursuant to Section 5870 (n) of the Public Utilities Code;

F. By December 1 each fiscal year, providing fiscal-year-to-date expenditure reports to each participating agency.

G. By March 1 each fiscal year, preparing and submitting to the County Administrative Office and City Managers’ Offices:
   • An Operating Budget; and
   • A Capital Budget.

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

March 1 budget submissions shall be accompanied by a report and records documenting fiscal-year-to-date and prior fiscal year operating and capital expenditures.
H. By April 1 each fiscal year, reporting on the status of Lake County PEG TV before the governing body of each entity party to this Agreement.

I. Providing for the maximum public benefit and use of the PEG Channel, by supporting progress relevant to the Performance Measures described in Section 6 of this Agreement; and

J. Recommending modification of this Agreement as may be deemed appropriate; and

K. Upon any pending termination of this Agreement, recommending the manner of disposition of property and improvements purchased with funding provided through this Agreement.

3. LEAD AGENCY

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

4. FISCAL OBLIGATIONS OF THE PARTIES

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

Annual allocations are expected in the following amounts:

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

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

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

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

Upon receipt, said monies shall be deposited in a special agency fund established by the Finance Director of the City of Clearlake, and shall be used exclusively for payment of expenses incurred in operating the PEG Channel, as authorized by the Lake County PEG TV Board of Directors.
B. **Capital Budget Support.** It is further understood and agreed that the Clearlake City Council, Lakeport City Council and Lake County Board of Supervisors have implemented that portion of Section 5870(n) of the Public Utilities Code which enables each of their respective governmental entities to impose an additional franchise fee specifically and exclusively for purposes of funding to support PEG Channel capital expenses consistent with federal law. Revenues generated from this fee are remitted to the respective local governments by Mediacom. The City of Clearlake, City of Lakeport, and County of Lake shall forward all such revenues to the City of Clearlake to deposit into a special agency fund for the capital budget to be utilized exclusively for legally allowable capital expenses incurred by the PEG Channel. Revenues not spent in the current fiscal year may be retained for qualifying use in future fiscal years.

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

The City of Clearlake shall timely furnish the Lake County PEG TV Board of Directors with all documentation necessary to distribute December and March annual reports, as described in section 2 (G). All documentation detailing how funds provided under this Agreement are expended shall be maintained by the City of Clearlake for the current and three previous fiscal years. The parties may request any available fiscal records at any time.

D. **Non-appropriation.** In the event any party to this Agreement does not appropriate the amount specified in section IV (1) in their annual budget, that party shall have the right to withhold the amount without incurring any damages or penalties. If such funding is not provided in one fiscal year, the governing body of the party withholding said monies shall consider providing that amount in the next fiscal year, in addition to the monies provided for the current year.

**5. TERM OF AGREEMENT**

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

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

A. By June 30, 2020, work with staff from each jurisdiction to equip all Board rooms with high quality Audio/Visual technology, to ensure the accessibility of Council and Board meetings; and

B. Enable content providers to upload video content for broadcast on the PEG Channel, and provide clear instructions for the public on any requirements for submission; and

C. Live stream Lake County PEG TV content via YouTube or a similarly freely and publicly available channel that offers multilingual Closed Captioning, and promote the availability of this content through appropriate Social Media; and

D. By December 31, 2019, provide equipment and training to County Library staff, to facilitate broad access to digital video tools, promoting digital literacy in Lake County; and

E. Document and report upon fundraising/underwriting efforts at Lake County PEG TV Board Meetings, and provide updates to the Cities and County, upon request.

7. TERMINATION

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

8. MODIFICATION

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

9. NOTICES

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

County of Lake
Administrative Office
255 N. Forbes St.
Lakeport, CA 95453

City of Clearlake
City Manager
14050 Olympic Dr.
Clearlake, CA 95422

City of Lakeport
City Manager
225 Park St.
Lakeport, CA 95453
10. EXHIBIT

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

11. ADDITIONAL PROVISIONS

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

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

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

COUNTY OF LAKE

Chair, Board of Supervisors

Date executed

ATTEST: CAROL J. HUCHINGSON

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT

County Counsel

By:
CITY OF CLEARLAKE

__________________________

Mayor, City of Clearlake

__________________________

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

RYAN JONES

City of Clearlake, Attorney

By: ______________________

__________________________

CITY OF LAKEPORT

__________________________

Mayor, City of Lakeport

__________________________

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

DAVID RUDERMAN

City of Lakeport, Attorney

By: ______________________

__________________________
EXHIBIT “A” – COMPLIANCE PROVISIONS

1. NON-DISCRIMINATION

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

2. INDEMNIFICATION AND HOLD HARMLESS

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

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

3. DUE PERFORMANCE – DEFAULT

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

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

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

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4. INSURANCE

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

A. Compensation Insurance. Workers' Compensation Insurance and Employer's Liability Insurance, as required by the State of California, for all employees to be engaged in work under this Agreement. In any case such work is contracted, contractors shall be required similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

B. Commercial General Liability. Upon itself and its employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million Dollars ($1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal and advertising injury, premises-operation, products and completed operations, blanket contractual and independent contractor's liability.

C. Automobile Liability Insurance. Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with fulfilling the terms of this Agreement in an amount not less than One Million Dollars ($1,000,000.00) combined single limit coverage per occurrence.

5. ATTORNEYS FEES AND COSTS

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

6. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
7. ADHERENCE TO APPLICABLE DISABILITY LAW
The parties to this Agreement shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C Sections 12101, et seq.), California Government Code Sections 12920 et seq., and all related state and local laws.

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

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

10. JURISDICTION AND VENUE
This Agreement shall be construed in accordance with the law of the State of California, and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. All parties waive any right of removal they might have under California Code of Civil Procedure Section 394.
Meeting Date: 08/20/2019

STAFF REPORT

RE: Designated Disabled Parking for the 2019 Lake County Fair
MEETING DATE: 08/20/2019

FROM: Brad Rasmussen, Chief of Police

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 consider approval of the following items to assist the Lake County Fair with parking concerns:

1. Designate disabled parking spaces in the entire 200 block of C Street, between South Forbes Street and the C Street entrance to the fairgrounds and the entire block of D Street, between South Forbes Street and the D Street entrance to the fairgrounds from the time period of 4:00 p.m. Thursday, August 29th, through Sunday, September 1st, at midnight.

BACKGROUND:

The annual Lake County Fair is host to thousands of visitors and motorists wishing to participate in the event. In years past, traffic congestion and parking, particularly parking for disabled persons, has been an issue on the fairgrounds property, as they have limited designated disabled parking spaces available. Currently, the main entrance to the fairgrounds has approximately eight (8) designated disabled parking spaces, which are not sufficient to accommodate the number of attendees who are qualified for such spaces. As a result, disabled motorists are often forced to double park or park in spaces where parking is prohibited, thus causing unnecessary traffic congestion and safety concerns.

DISCUSSION:

The approval of temporary additional designated disabled parking spaces would allow those persons with disabilities to have sufficient available parking, and reduce the potential for traffic congestion and safety concerns at the main entrance. Police staff have discussed this request with Public Works staff who stated they had sufficient signage to set up the temporary zone.

OPTIONS:

Approve/not approve

FISCAL IMPACT:

[ ] None [ ] $ [ ] Account Number: Comments:
SUGGESTED MOTIONS:

Move to:

1. Approve the designated temporary disabled parking on C and D Streets, between South Forbes Street and the respective fairgrounds entrance gates from 4:00 p.m. August 29th to Midnight on Sunday, September 1st, 2019

Attachments:
STAFF REPORT

RE: Mural Project for Downtown Lakeport
MEETING DATE: 08/20/2019

SUBMITTED BY: Margaret Silveira, City Manager,

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve a proposal for the fourth mural in the downtown area. This project is a partnership with the Lakeport Main Street Association and the Lake County Rural Arts Initiative, a nonprofit arts organization, and the City of Lakeport.

BACKGROUND/DISCUSSION:

On July 16, 2019 the City Council approved three murals for the downtown based on the following information:

During the 2019-20 goal setting meeting, one of the City Council goals for this year was to bring more arts to Lakeport, and one of the specific projects that Council wanted to see was a mural project in the downtown.

Soon after a member of the Lake County Rural Arts Initiative (LCRAI) approached staff about doing more murals in Lakeport, and creating a mural contest.

LCRAI has contacted several local artists who do murals and asked for proposals of murals that were of historic nature with a connection to the lake. It is also a component of the LEDAC Strategic Plan to connect downtown with the lake; this project provides an opportunity for this connectivity.

The contracts with the artists and the property owners will be through the Lakeport Main Street Association (LMSA), which will be funding part of the cost. The LCRAI will be funding the prize monies for the winners of the mural contest.

Attached is the fourth proposal of a historic seaplane that Clear Lake hosted in the past. The mural has been modified with more detail since the July 16th meet.

The owner of the building at 60 Third Street, has requested a mural and would like to have the seaplane mural on the west side of the building.

OPTIONS:

Approve
Deny
Advise staff on 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 ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:
Comments:

SUGGESTED MOTIONS:
Approve proposed mural for 60 Third Street Building.

☑ Attachments: 1. Mural image
STAFF REPORT

RE: Resolution of the City Council of the City of Lakeport Declaring Intent to Form Underground Utility District Along Eleventh Street and North Main Street and Set a Public Hearing for September 17, 2019

MEETING DATE: Aug. 20, 2019

SUBMITTED BY: Margaret Silveira, City Manager

PURPOSE OF REPORT: □ Information only □ Discussion ☑ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to move the public hearing previously set for September 3, 2019 to September 17, 2019 to consider the formation of an underground utility district.

BACKGROUND/DISCUSSION:

The attached Resolution 2724 (2019) of the Lakeport City Council declaring its intent to form an underground utility district along Eleventh Street and North Main Street and setting a public hearing on the formation of such underground utility district was adopted by the Council at the August 13, 2019 special meeting of the City Council.

This resolution set the date for a public hearing for the September 3, 2019, regular City Council meeting. Staff has determined that this is inadequate amount of time to meet the mandated noticing requirements. Therefore, staff is recommending rescheduling the public hearing for the September 17, 2019 regular City Council meeting.

Under California Public Utility Commission Rule 20A, utilities – including PG&E – are required to allocate a certain amount of monetary credits to each community (cities and unincorporated areas of counties) within their service area. Communities can then use these “Rule 20A work credits” to pay for the conversion of overhead electric infrastructure to underground infrastructure. Communities may also borrow up to five years of future work credit allocations to put towards an existing project. To begin a Rule 20A project, communities must first form an “underground utility district” which defines the scope of the undergrounding to be completed.

The City has conserved its Rule 20A work credits for many years, understanding that the credits are vital to the City’s ability to perform undergrounding work. On April 25, 2019, the City of Lakeport had accrued $987,645 in Rule 20A work credits, including $27,629 in 2019. However, on that date, the California Public Utilities Commission issued a ruling allocating a percentage of numerous “inactive” communities’ Rule 20A work credits to a proposed underground utility district in the City of Live Oak. The ruling proposed transfer of $5,028 of Lakeport’s credits to Live Oak unless Lakeport formed an underground utility district by July 25. The City received notice of this decision on May 2.
Under Lakeport Municipal Code section 13.16.030, the City can designate an underground utility district by resolution if it “finds that the public necessity, health or welfare requires such removal and such underground installation” within the area. A project qualifies for Rule 20A work credits if it meets one or more of the following criteria:

1. Eliminates an unusually heavy concentration of overhead lines;
2. Involves a street or road with a high volume of public traffic;
3. Benefits a civil or public recreation area or area of unusual scenic interest; or
4. Is listed as an arterial street or major collector as defined in the Governor’s Office of Planning and Research Guidelines.

Before making such determination, the City Council must first hold a public hearing, with notice sent to all affected property owners by mail at least fifteen days before the meeting. The resolution designating the underground utility district must describe the area and fix the time within which removal and underground installation will be accomplished.

Upon receiving notice on May 2 of the potential transfer of its Rule 20A work credits, City staff began working diligently to identify a site for an underground utility district that meets legal requirements and best serves the City. The City identified Eleventh Street and North Main Street as a viable location for the creation of an underground utility district. This location has long been considered a potential site for undergrounding due to its high concentration of utility poles and narrow sidewalks. The City recently received a grant from Caltrans to study the suitability of those streets and sidewalks for vehicle and pedestrian traffic.

However, the City was unable to determine the exact boundaries of the district, send notice and hold a public hearing by the July 25 deadline. Therefore, the City Council is being asked to adopt a resolution directing City staff to finalize the boundaries of an underground utility district along Eleventh Street and North Main Street, as shown in the map attached hereto as Exhibit A, and issue notice of a public hearing for the Lakeport City Council regular meeting on September 3, 2019. The City Council can then determine at that meeting whether the proposed underground utility district supports the public necessity, health or welfare – and can pass a resolution forming the Eleventh Street and North Main Street Underground Utility District.

The resolution, further, directs and authorizes the City Manager to take all steps necessary to secure Rule 20A work credits to finance this work. As described above, the Rule 20A work credits are vital to the City’s financial ability to underground utilities. Transfer of $4,728 of Lakeport’s Rule 20A work credits will become effective unless the City submits a protest letter by August 20. Therefore, upon direction of the City Council, the City Manager will submit a protest letter explaining the City’s substantial progress towards designating an underground utility district and why the July 25 deadline was infeasible.

OPTIONS:
1. The City Council can adopt the proposed resolution.
2. The City Council can provide 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 ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments:
SUGGESTED MOTIONS:

Move to adopt the resolution rescinding resolution 2724 (2019), and declaring the City Council’s intent to form an underground utility district along Eleventh Street and North Main Street, and setting a new public hearing date for September 17, 2019.
Attachments:

1. Resolution of the City Council of the City of Lakeport Rescinding Resolution 2724 (2019), And Declaring Its Intent to Form an Underground Utility District Along Eleventh Street and North Main Street and Setting a Public Hearing on the Formation of Such an Underground Utility District
2. Proposed Eleventh St. and North Main St. Underground District Map
RESOLUTION NO. ____ (2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT RESCINDING RESOLUTION 2742 (2019), AND DECLARING ITS INTENT TO FORM AN UNDERGROUND UTILITY DISTRICT ALONG ELEVENTH STREET AND NORTH MAIN STREET AND SETTING A PUBLIC HEARING ON THE FORMATION OF SUCH UNDERGROUND UTILITY DISTRICT

WHEREAS, Chapter 13.16 of the City of Lakeport Municipal Code authorizes the City Council to consider whether the public necessity, health, safety or welfare requires the formation of an underground utility district where poles, overhead wires and associated overhead structures are removed and wires and facilities for supplying electric, communication or similar or associated services are installed underground; and

WHEREAS, under California Public Utilities Commission Rule 20A, Pacific Gas & Electric (PG&E) allocates a certain amount of monetary work credits to each city within its service area to use for the transition of overhead electric facilities to underground; and

WHEREAS, the City of Lakeport received a notice from PG&E explaining that $4,728 of its work credits would be reallocated to the City of Live Oak if the City of Lakeport does not form an underground utility district by July 25, 2019; and

WHEREAS, section 13.16.020 of the City of Lakeport Municipal Code requires a public hearing prior to formation of an underground utility district, with notice sent to affected landowners at least 15 days before the hearing; and

WHEREAS, the City worked diligently to identify an underground utility district by the July 25 deadline, but additional time is needed to formalize plans for an underground utility project that adequately meets the needs of the City, its residents, property owners, and businesses, and to hold a public hearing on the same; and

WHEREAS, the City has identified Eleventh Street and North Main Street, as shown in the map attached hereto as Exhibit A and incorporated herein by reference, as a viable location for an underground utility district and has received a grant from Caltrans to study the suitability of those streets and sidewalks for vehicle and pedestrian travel; and

WHEREAS, the City has long conserved its Rule 20A work credits for a future undergrounding project because the credits are vital to the City’s ability to perform such work in the interest of public health, safety or welfare.
NOW THEREFORE BE IT RESOLVED and ORDERED by the City Council of the City of Lakeport that the City Manager or her designee is directed to finalize the boundaries of an underground utility district along Eleventh Street and North Main Street and issue notice of a public hearing in accordance with section 13.16.020 of the City of Lakeport Municipal Code for the City Council’s regularly scheduled meeting on September 17, 2019.

FURTHER BE IT RESOLVED AND ORDERED by the City Council of the City of Lakeport that the City Manager or her designee is authorized and directed to take all steps necessary to secure PG&E Rule 20A work credits for performance of undergrounding work along Eleventh Street and North Main Street.

FURTHER BE IT RESOLVED AND ORDERED by the City Council of the City of Lakeport that Resolution 2742 (2019) is hereby rescinded to the extent it is inconsistent with this Resolution.

I HEREBY CERTIFY the foregoing RESOLUTION was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Lakeport, held on the 20th day of August, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_________________________________
TIM BARNES, MAYOR

ATTEST:

_________________________________
KELLY BUENDIA, CITY CLERK
Exhibit A
Proposed Eleventh St. & North Main St. Underground District Map
Proposed Eleventh St. & North Main St. Underground District
Governor's Office of Emergency Services
California Specialized Training Institute

Cal OES
This is to certify that

Ron Ladd

Has successfully completed all requirements for the

Emergency Management Specialist
Training Program

Mark S. Ghilarducci
Director Cal OES

Alex Cabassa
Assistant Director Cal OES
Superintendent, California Specialized
Training Institute

587
Certificate Number

March 22, 2019
Date
March 22, 2019

Ron Ladd
Parks Foreman
City of Lakeport
225 Park Street
Lakeport, CA 95453

Dear Mr. Ron Ladd,

On behalf of the Governor and the Governor’s Office of Emergency Services, we congratulate you on this outstanding professional achievement. By completing the Emergency Management Specialist Training Certificate Program, you have demonstrated a high level of accomplishment within the emergency management and homeland security profession.

We depend on public safety and emergency management professionals such as you to ensure that the people of California are prepared for and can respond effectively to major emergencies and disasters. Your successful completion of this rigorous and comprehensive training program exemplifies your dedication to our state’s public safety mission.

Thank you for your continued service to the people of California.

Sincerely,

Mark S. Ghilarducci
Business Walk Survey 2019

• 200 businesses surveyed (97 in 2018, 103 in 2019)
• Comparisons made where possible
• Interviewers - city staff + LEDAC volunteers
• Fieldwork conducted March through June 2019
• Generally positive reception by business community
<table>
<thead>
<tr>
<th>Length of time in business at this location</th>
<th>Total</th>
<th>Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Base</td>
<td>200</td>
<td>98</td>
<td>102</td>
</tr>
<tr>
<td>&lt; 1 year</td>
<td>9%</td>
<td>10%</td>
<td>9%</td>
</tr>
<tr>
<td>1-2 years</td>
<td>11%</td>
<td>16%</td>
<td>8%</td>
</tr>
<tr>
<td>3-5 years</td>
<td>14%</td>
<td>12%</td>
<td>15%</td>
</tr>
<tr>
<td>5+ years</td>
<td>66%</td>
<td>62%</td>
<td>68%</td>
</tr>
<tr>
<td>Greatest challenges (problems) for your business?</td>
<td>2018</td>
<td>2019</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Lack of qualified staff</td>
<td>16%</td>
<td>32%</td>
<td></td>
</tr>
<tr>
<td>None/N.A.</td>
<td>61%</td>
<td>29%</td>
<td></td>
</tr>
<tr>
<td>Economic conditions/ lack of business</td>
<td>9%</td>
<td>27%</td>
<td></td>
</tr>
<tr>
<td>Government regulations</td>
<td>3%</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td>Competition</td>
<td>3%</td>
<td>16%</td>
<td></td>
</tr>
</tbody>
</table>
# Problems by area

<table>
<thead>
<tr>
<th></th>
<th>Location</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Down</td>
<td>4-6</td>
<td>Kmart</td>
<td>Willow</td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td>Town</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base</td>
<td>25</td>
<td>19</td>
<td>11</td>
<td>13</td>
<td>21</td>
</tr>
<tr>
<td>Lack staff</td>
<td>27%</td>
<td>13%</td>
<td>73%</td>
<td>23%</td>
<td>32%</td>
</tr>
<tr>
<td>Economy</td>
<td>27%</td>
<td>7%</td>
<td>27%</td>
<td>54%</td>
<td>21%</td>
</tr>
<tr>
<td>Gov regs</td>
<td>27%</td>
<td>7%</td>
<td>9%</td>
<td>0%</td>
<td>21%</td>
</tr>
<tr>
<td>Competition</td>
<td>5%</td>
<td>13%</td>
<td>18%</td>
<td>46%</td>
<td>11%</td>
</tr>
<tr>
<td>Taxes</td>
<td>18%</td>
<td>0%</td>
<td>9%</td>
<td>38%</td>
<td>11%</td>
</tr>
<tr>
<td>Transport</td>
<td>5%</td>
<td>7%</td>
<td>18%</td>
<td>15%</td>
<td>5%</td>
</tr>
<tr>
<td>Financial</td>
<td>9%</td>
<td>0%</td>
<td>9%</td>
<td>15%</td>
<td>5%</td>
</tr>
</tbody>
</table>
- **Business plan for the next 3 years**

<table>
<thead>
<tr>
<th>Option</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Stay in same location with no changes</td>
<td>76%</td>
</tr>
<tr>
<td>Stay in same location &amp; expand size</td>
<td>13%</td>
</tr>
<tr>
<td>Add additional location</td>
<td>22%</td>
</tr>
<tr>
<td>Moving to another location in county</td>
<td>8%</td>
</tr>
<tr>
<td>Closing down</td>
<td>11%</td>
</tr>
<tr>
<td>Stay in same location &amp; reduce size</td>
<td>10%</td>
</tr>
</tbody>
</table>
• Comments on previous question

• parking - 44
• homeless - 37
• street - 25
• problem(s) - 21
• issue(s) - 18
• event(s) - 17
• people - 17
• downtown - 12
• businesses - 11
• staff - 11
• traffic - 11
<table>
<thead>
<tr>
<th>Area</th>
<th>Parking</th>
<th>Homeless</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downtown (4th. to 6th. Street)</td>
<td>23%</td>
<td>60%</td>
</tr>
<tr>
<td>Willow Tree Plaza commercial area</td>
<td>15%</td>
<td>7%</td>
</tr>
<tr>
<td>Downtown (C Street to Armstrong)</td>
<td>15%</td>
<td>7%</td>
</tr>
<tr>
<td>Downtown (Armstrong to 2nd St.)</td>
<td>15%</td>
<td>13%</td>
</tr>
<tr>
<td>Downtown (2nd. to 3rd street)</td>
<td>15%</td>
<td>7%</td>
</tr>
<tr>
<td>Parallel industrial area</td>
<td>0%</td>
<td>7%</td>
</tr>
</tbody>
</table>
Business Type

- Retail 27%
- Other 22%
- Personal Services 14%
- Business services 12%
- Motor/transport 11%
- Restaurant 6%
How much of your business comes from outside the county

- Under 10%  57%
- 11-25%  27%
- 26-50%  10%
- 51-75%  5%
- Over 75%  1%
Out of county business by area

- **Location**
  - **Down town**
  - **4-6**
  - **Kmart Willow Other Tree**

- **Base**
  - 25
  - 19
  - 11
  - 13
  - 21

- **<10%**
  - 50%
  - 76%
  - 64%
  - 30%
  - 67%

- **11-25%**
  - 23%
  - 6%
  - 36%
  - 50%
  - 24%

- **26-50%**
  - 9%
  - 18%
  - 0%
  - 20%
  - 5%

- **51-75%**
  - 18%
  - 0%
  - 0%
  - 0%
  - 0%
Who is your typical customer?

• people - 12
• residents - 11
• local - 9
• elderly/older - 7
Location of Respondents

- Downtown (4th.to 6th. street) 21%
- Willow Tree Plaza commercial area 14%
- KMART & city limits commercial area 12%
- Downtown (C street to Armstrong) 10%
- Downtown (Armstrong to 2nd. street) 9%
- Downtown (2nd. to 3rd. street) 9%
- High Street Village commercial area 9%
- Parallel industrial area 8%
- Kimberley, Grace, Campbell & industrial area 6%
Conclusions

• Business hit by fires but recovering
• Businesses with high out of county trade hit worst
• Parking main problem on south Main
• Homeless main problem on north Main
• Willow Tree needs attention
• Staff training a priority
STAFF REPORT

RE: Professional Service Agreement, JJACPA: FY 2019, 20 & 21 City Audit  MEETING DATE: 8/20/2019

SUBMITTED BY: Nicholas Walker, Finance Director

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Authorize the City Manager to sign the attached Professional Services Agreement with JJACPA for independent auditing services.

BACKGROUND/DISCUSSION:

In July, 2019, staff issued a request for proposal (RFP) for professional auditing services. The City received a positive response to it. Six CPA firms with governmental auditing experience responded with formal proposals, of which none of which were local vendors. An auditor selection committee comprised of the five staff members reviewed and scored the six proposals, and ultimately chose JJACPA out of Dublin. JJCPA has been the City’s internal auditor for the past several years and the City is pleased the services provided.

Best management practices and industry standards typically involve performing an RFP every three to five years to ensure the City receives the best possible auditing services at the best possible price.

In selecting an auditor, the committee placed significant emphasis on experience - particularly in city and RDA auditing - when the final selection was made. JJACPA has demonstrated a thorough understanding of governmental accounting and auditing, as well as a unique familiarity of the accounting software used by the City, Incode. JJACPA specializes in governmental auditing, accounting and financial reporting. Current and former clients include the cities of Rocklin, Citrus Heights, San Bruno, South San Francisco, Pacifica, Arcata, Fort Bragg and Grass Valley as well as numerous special districts similar to CLMSD.

The auditor shall perform annual financial audits of the City, the Successor Agency, and CLMSD, beginning the fiscal year ending June 30, 2019, including a single audit of federal monies received. The contract term is for three years with a City option for two additional years. Services shall also include a presentation of the audited Annual Financial Report, as prepared by staff, to the City Council as well as availability by phone to answer questions or assist staff with financial matters when needed or requested.
The independence of the auditor means that the firm does not work for the City but, rather, is contracted to provide an expert, objective opinion on its financial condition, as presented in the financial statements, and to provide advice to staff regarding generally accepted accounting principles (GAAP), promulgated by the Governmental Accounting Standards Board (GASB). The auditor also is charged with identifying any fraud or malfeasance and reporting that to the next highest level of authority up to, and including, the City Council. Furthermore, the auditor will be available to the City Council to answer any questions.

The cost proposal by JJACPA was in line compared to the other firms. Fees for all years of audit will not exceed $35,000 of which $7,500 would be the cost of the Single Audit which is only required if the City expends more than $750,000 in federal awards. This includes time, materials, and travel costs for two weeks of on-site field work.

The total amount of the three-year contract shall not exceed $105,000. In the event the City exercises its option for two additional years, the total cost of the agreement shall not exceed an additional $70,000, a grand five-year total of $175,000. The City Manager shall be responsible for exercising the additional two-year option.

Audit work is tentatively scheduled to begin in early September. The final report shall be furnished to the City by December 15th, with presentation of the audit to the Council in early 2020.

OPTIONS:

1. Approve and authorize the City Manager to sign the attached Professional Services Agreement with JJACPA, Inc. for independent auditing services.
2. Do not approve but provide direction to staff.

FISCAL IMPACT:

☐ None  ☒ $105,000  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: Other funds, including Fund 705: RDA Successor Agency Private Purpose Trust Fund

Comments:

SUGGESTED MOTIONS:

Approve and authorize the City Manager to execute the Professional Services Agreement with JJACPA for independent auditing services.

☒ Attachments: 1. PSA with JJACPA
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Lakeport / JJACPA, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Lakeport, a California municipal corporation (“City”), and JJACPA, Inc., a professional services corporation, duly qualified to conduct business in California, whose principal place of business is 7080 Donlon Way, Suite 204 Dublin, CA 94568 (“Consultant”) (collectively, “parties”).

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: independent, professional auditing services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1 “Scope of Services” means such professional services as are set forth in Consultant’s August 14, 2018 engagement letter to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s August 14, 2018 engagement letter to City attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 “Commencement Date” means July 1, 2019.

3.4 “Termination Date” means March 31, 2023.

3.5 “City Agreement Administrator” means Margaret Silviera.

3.6 “Consultant Project Administrator” means Joseph Arch.
4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

5. **CONSULTANT’S SERVICES**

5.1 Time is of the essence in Consultant’s performance of services under this Agreement.

5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Five Thousand Dollars ($105,000.00) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.

5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Joseph Arch shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No other person shall serve as Consultant Project Administrator without City’s prior written consent.

5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant’s actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant’s firm or of any subconsultant. Change of ownership or control of Consultant’s firm may require an amendment to the Agreement.

5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.
6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. **RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

9. **AGREEMENT ADMINISTRATOR**

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. **INDEMNIFICATION**

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other expenses of litigation. Consultant shall not be
entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers’ compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement.

11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.3.3 Worker’s Compensation insurance if and as required by the laws of the State of California.

11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).
11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.

11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.

11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City’s Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.

11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.
11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.

11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 If any claim, action, or proceeding is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY
All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant’s performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).
17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

18.1 City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days’ written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

19. GENERAL PROVISIONS
Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior...
written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

19.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

19.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

19.5. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees expended in the action. The venue for any litigation shall be Lake County, California and Consultant hereby consents to jurisdiction in Lake County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
19.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

19.10. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

By ___________________________  
Margaret Silveira, City Manager  
Date: ___________________________

“Consultant”

JJACPA

By: ___________________________  
Joseph Arch, CPA, President  
Date: ___________________________

By: ___________________________  
Brett Jones, CPA, Secretary  
Date: ___________________________

Attest:

By: ___________________________  
Date: ___________________________

Approved as to form:

By: ___________________________  
David J. Ruderman, City Attorney  
Date: ___________________________
August 14, 2019

Nicholas Walker, Finance Director
City of Lakeport
225 Park Street
Lakeport, CA  95453

Dear Nick:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information and the major funds budgetary comparison information of the City of Lakeport, California (City) as of June 30, 2019, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements as listed in the table of contents.

In addition, we will audit the entity’s compliance over major federal award programs for the period ended June 30, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal award programs.

Accounting principles generally accepted in the United States of America require that supplementary information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Other Post-Employment Benefits Schedule of Funding Progress
- Schedule of Contributions, Pension
- Schedule of the City’s Proportionate Share of the Net Pension Liability

Supplementary information other than RSI will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual non-major fund financial statements
- Non-major funds budgetary comparison schedules
Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors’ reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even
though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of the City’s basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

**Audit of Major Program Compliance**

Our audit of the City’s major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity’s major programs. The purpose of those procedures will be to express an opinion on the entity’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity’s major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity’s major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.
Management’s Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit; and
   c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.
We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

**Fees and Timing**

The timing of our audit will be scheduled for performance and completion as follows:

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<tr>
<th>Description</th>
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<th>Complete</th>
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<tbody>
<tr>
<td>Document internal control and preliminary tests</td>
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<td>9/6/19</td>
</tr>
<tr>
<td>Mail confirmations</td>
<td>9/6/19</td>
<td>9/6/19</td>
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<tr>
<td>Delivery of Trial Balance</td>
<td>12/9/19</td>
<td>12/9/19</td>
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<tr>
<td>Perform year-end audit procedures</td>
<td>12/17/19</td>
<td>12/20/19</td>
</tr>
<tr>
<td>Issue audit reports</td>
<td>12/31/19</td>
<td>12/31/19</td>
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Brett Jones, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising JJACPA’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be $27,500, if a Single Audit is not required. Should a Single Audit be required, the fees will be $35,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

**Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of JJACPA and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of JJACPA’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.
This agreement shall be governed by the laws of the State of California. If a dispute arises out of the audit engagement described herein and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses and shall share equally in the mediator’s fees and expenses.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

JJACPA, Inc.
7080 Donlon Way, Suite #204
Dublin, CA 94566
RESPONSE:

This letter correctly sets forth our understanding.

City of Lakeport

Acknowledged and agreed on behalf of City of Lakeport by:

Name: ______________________________________________________________

Title: _____________________________________________________________________

Date: _____________________________________________________________________
**STAFF REPORT**

<table>
<thead>
<tr>
<th>RE:</th>
<th>South Main Street Pavement Rehabilitation Project</th>
<th>MEETING DATE:</th>
<th>8/20/2019</th>
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<tr>
<td>SUBMITTED BY:</td>
<td>Douglas Grider, Public Works Director</td>
<td></td>
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**PURPOSE OF REPORT:**  
- Information only  
- Discussion  
- Action Item

**WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:**

The City Council is being asked to award a construction contract to the low bidder on the project, Lamon Construction Company, Inc., for the amount of $356,316.70.

**BACKGROUND/DISCUSSION:**

The project consists of repairing approximately 815 feet of South Main Street from Peckham Court to the southern City Limits. The work consists of traffic control, cold planing, full-depth reclamation cement, HMA paving, and pavement markings. The bids were opened August 12, 2019 at 2 pm. Three bids were received for the project.

Lamon Construction Company, Inc. was the low bidder at $356,316.70. The engineer’s estimate for this project was $290,000.00. Construction is estimated to start September 23, 2019.

**OPTIONS:**

The City Council could reject all bids.

The City Council could provide other direction.

**FISCAL IMPACT:**

- None  
- $356,316.70  
- 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 award a construction contract to Lamon Construction Company, Inc., for the South Main Street Pavement Rehabilitation Project.

**Attachments:**

1. Bid Results
2. Plans
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<th>Item</th>
<th>Description</th>
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<th>Unit</th>
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<th>Extension</th>
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</table>

**TOTAL:**

- **LAMON CON:** $356,316.70
- **TEAM GHILOTTI:** $374,141.77
- **GRANITE CON:** $364,559.25
COLD PLANE 4", 16" FULL-DEPTH RECLAMATION, PAVE 4" (TYP.)

PRIVATE DWY

S. MAIN STREET
1"= 60'

STA. 10+00 - 12+10

STA. 12+10 - 12+37

STA. 12+37 - 15+24

STA. 15+24 - 18+17

DETAIL NOTES:
1. COLD PLANE & REMOVE 4" PAVEMENT, PLACE 4" HMA AFTER FULL-DEPTH RECLAMATION.
2. 16" FULL-DEPTH RECLAMATION.
3. MILL & REPLACE 2" HMA, SLOPE VARIES TO MATCH EXIST. PLACE HMA AFTER MAINLINE PAVING IS COMPLETED.
4. SHOULDER BACKING.
5. EX. PAVEMENT OR AGG. BASE.
6. EX. AGG. BASE ON SHOULDER.
7. EX. CURB & GUTTER OR CROSS-GUTTER.

TYPICAL PAVEMENT SECTION
NOT TO SCALE

CITY OF LAKEPORT
SOUTH MAIN STREET
CITY LIMIT TO PECKHAM COURT
SITE PLAN & DETAILS

DATE: JULY 2019
SCALE: 1"= 60'
DRAWN BY: MPW

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