



# 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 LAKEPORT REDEVELOPMENT AGENCY)

Tuesday, November 1, 2016

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.*

- I. **CALL TO ORDER & ROLL CALL:** 6:00 p.m.
- II. **PLEDGE OF ALLEGIANCE:**
- III. **ACCEPTANCE OF AGENDA:** Move to accept agenda as posted, or move to add or delete items.  
Urgency 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 regular City Council meeting of October 18, 2016 and the special City Council meeting of October 25, 2016.
- C. Warrants: Approve the warrant register of October 26, 2016.
- D. Application 2017-001: Approve Application No. 2017-001 with staff recommendations for the 2017 Home Wine and Beer Makers event to be held June 17, 2017 in Library Park.
- E. Application 2017-003: Approve Application No. 2017-003 with staff recommendations for the annual Child Festival in the Park to be held April 22, 2017 in Library Park.
- F. JJCPA Agreement Amendment No.1: Approve and authorize the City Manager to execute the first amendment to the Professional Services Agreement with JJACAP, Inc. for independent auditing services.
- G.
- V. **PUBLIC PRESENTATIONS/REQUESTS:**
- A. Citizen Input: *Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight's agenda. Persons wishing to address the City Council are required to complete a Citizen's Input form and submit it to the City Clerk prior to the meeting being called to order. While not required, please state your name and address for the record. NOTE: Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.*
- B. Presentation: Presentation from Jennifer Strong on the 2016 Konocti Challenge.
- VI. **PUBLIC HEARING:**
- A. Speed Zone Ordinance: Adopt the ordinance revising Chapter 10.16 of the Lakeport Municipal Code establishing speed zones within the City.
- VII. **COUNCIL BUSINESS:**
- A. Community Development Director
1. No Parking Zone: Bevins Street Adopt the proposed resolution rescinding Resolution No. 2589 (2016) and designating the locations of Prohibited Parking Zones within the City of Lakeport.
- B. Police Chief
1. State Proposition 57: Adopt the proposed resolution opposing Prop 57, the Public Safety and Rehabilitation Act.
- VIII. **COUNCIL COMMUNICATIONS:**

A. Miscellaneous Reports, if any:

**IX. ADJOURNMENT:**

Adjourn

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 225 Park Street, Lakeport, California, during normal business hours. Such documents are also available on the City of Lakeport's website, [www.cityoflakeport.com](http://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.

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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 SUCCESOR AGENCY TO THE LAKEPORT REDEVELOPMENT AGENCY)

Tuesday, October 18, 2016

- I. **CALL TO ORDER & ROLL CALL:** Mayor Spillman called the regular meeting of the City Council of the City of Lakeport to order at 6:00 p.m. with Council Member Mattina, Council Member Parlet, Council Member Scheel, and Council Member Turner present.
- II. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Ginny Feth-Michel.
- III. **ACCEPTANCE OF AGENDA:** A motion was made by Council Member Scheel, seconded by Council Member Mattina, and unanimously carried by voice vote, to accept the agenda as posted.
- Urgency Items: There were no urgency items.
- IV. **CONSENT AGENDA:**
- A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.
- B. Minutes: Approve minutes of the regular City Council meeting of September 20, 2016 and the special City Council meeting of September 26, 2016.
- C. Warrants: Approve the warrant registers of September 28, 2016 and October 13, 2016.
- D. Application 2016-027: Approve Application No. 2016-027 with staff recommendations for the Dickens Faire event to be held November 26, 2016 on Main Street.
- E. Application 2016-028: Approve Application No. 2016-028 with staff recommendations for the annual Harvest Revelation block party to be held October 31, 2016 on Mellor Drive, between 19<sup>th</sup> and 20<sup>th</sup> streets.
- F. Rejection of Claim 2016-004: Reject Claim 2016-004 filed by Paul Sturtridge as recommended by REMIF.
- G. City Manager Contract Amendment No. 1: Approve Amendment No. 1 to City Manager Silveira's employment contract.
- H. City of Lakeport Personnel Rules: Adopt a Resolution approving revisions to the City of Lakeport Personnel Rules.
- Vote on Consent Agenda: A motion was made by Council Member Mattina, seconded by Council Member Turner, and unanimously carried by voice vote, to accept the Consent Agenda, items A-H.
- V. **PUBLIC PRESENTATIONS/REQUESTS:**
- A. Citizen Input: Suzanne Lyons of the Lakeport Main Street Association commented on the positive impact on downtown businesses by the Shipwreck Day Event.
- Bill Graham had a question regarding bike lane designations on Lakeshore Boulevard.
- B. Proclamation: Mayor Spillman presented a proclamation designating October 2016 as Domestic Violence Awareness month to Jennifer Dodd and Amber Westfall from the Lake Family Resource Center.
- C. Presentation: Melissa Fulton, CEO of the Lake County Chamber of Commerce publicly acknowledged the City Council, and City staff in the Public Works and Police Departments for all the support and assistance at city events including the 37<sup>th</sup> Annual Seaplane Splash-In and Octoberfest. She also spoke about interest from seaplane pilots in a permanent ramp on the Lakeport lakefront.
- VI. **PUBLIC HEARING:**

- A. Amend Administrative Citation Appeal Hearing Ordinance: City Manager Silveira presented the staff report regarding amending Chapter 8.31 of Title 8 of the Lakeport Municipal Code regarding the Administrative Citation Appeal process.
- Mayor Spillman opened the Public Hearing at 6:34 p.m. There was no testimony given by the public. Mayor Spillman closed the Public Hearing at 6:35 p.m.
- A motion was made by Council Member Scheel, seconded by Council Member Parlet, and unanimously carried by voice vote, to adopt the proposed Ordinance amending Chapter 8.31 of Title 8 of the Lakeport Municipal code regarding the Administrative Citation Appeal process.

## VII. COUNCIL BUSINESS:

- A. Community Development Director
1. Ordinance Introduction: Speed Zone Survey
 

Community Development Director Ingram and Phil Dow of Dow & Associates presented the staff report regarding the Speed Zone Survey.

Carol Jordstrom, Suzanne Lyons, Jeanette Payan and Tim Barnes commented on unsafe conditions on Lakeshore Boulevard. Michael Froio agreed.

A motion was made by Council Member Scheel, seconded by Council Member Mattina, and unanimously carried by voice vote, to introduce a proposed ordinance amending Chapter 10.16 of the Lakeport Municipal Code establishing speed limits within the City and set a public hearing for adoption of the ordinance on November 1, 2016.

The City Council requested Phil Dow to further review the areas of Lakeshore Boulevard near Lange.
- B. Finance Director
1. Successor Agency: Refunding (Refinancing) Certain Outstanding Former Redevelopment Agency Bonds
 

Interim Finance Director Feth-Michel, Bond Counsel Cameron Wiest of The Weist Law group and Mike Meir of NHA Advisors presented the staff report regarding refunding outstanding Redevelopment Agency Bonds.

Sitting as the Board of Directors of the Successor Agency of the former Redevelopment Agency:

A motion was made by Board Member Mattina, seconded by Board Member Turner, and unanimously carried by voice vote, to approve the refunding of certain former Redevelopment Agency bonds, and adopt the proposed Resolution approving the form of the Preliminary Official Statement in connection of refunding of certain Agency bonded debt, establishing certain related policies and procedures, and approving certain other matters and official actions related thereto.
  2. City of Lakeport Municipal Sewer District (CLMSD): Refunding (Refinancing) Certain Outstanding CLMSD Bonds
 

Interim Finance Director Feth-Michel, Bond Counsel Cameron Weist of The Weist Law Group and Mike Meir of NHA Advisors presented the staff report regarding refunding outstanding CLMSD bonds.

Sitting as the Board of Directors of the City of Lakeport Municipal Sewer District (CLMSD):

A motion was made by Board Member Scheel, seconded by Board Member Parlet, and unanimously carried by voice vote, to Approve the proposed Resolution of Preliminary Intention to Proceed with the refinancing of outstanding Series 1993 Limited Obligation Improvement Bonds and appointing financial consultants in connection therewith.
- C. Police Chief
1. Community Oriented Policing Grant
 

Chief Rasmussen presented the staff report regarding the Community Oriented Policing grant.

Michael Froio and Jeanette Payan, and Kim Beal commented. Nathan Maxman

commented.

Barbara Bruenig spoke in support of Measure Z. Wilda Shock spoke on behalf of LEDAC in favor of the COPS grant. Tim Barnes and George Spurr commented.

A motion was made by Council Member Turner, seconded by Council Member Mattina, and unanimously carried by voice vote, to accept a COPS Hiring Award grant and authorize the Police Chief to sign the grant award.

D. City Clerk

1. Mayoral Appointment

City Clerk Buendia and Community Development Director Ingram presented the staff report regarding the appointment to the Abandoned Vehicle Service Authority Commission.

Mayor Spillman appointed Council Member Parlet to serve as the City representative to the Commission, and Council Member to serve as an alternate.

The Council directed staff to send a letter to the County requesting a meeting.

**VIII. COUNCIL COMMUNICATIONS:**

A. Miscellaneous Reports, if any:

City Manager Silveira reported that she is excited about the Standards and Poor "A" rating received by the City.

City Attorney Ruderman gave no report.

Interim Finance Director Feth-Michel reported that she continues to prepare for auditors.

Interim Public Works Director Grider reported updates on winterizing the city.

Chief Rasmussen reported that the new police department construction is underway.

Community Development Director Ingram gave no report.

City Clerk Buendia gave no report.

Council Member Scheel asked for an update about a bus stop enclosure. He attended the League of California Cities annual conference.

Council Member Turner gave no report.

Council Member Mattina reported on her attendance to the League of California Cities annual conference. She reported positive feedback on the Downtown Main Street project.

Mayor Spillman gave no report.

**IX. ADJOURNMENT:**

Mayor Spillman adjourned the meeting at 8:43 p.m.

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Marc Spillman, Mayor

ATTEST:

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Kelly Buendia, City Clerk

**MINUTES**  
**NOTICE AND CALL OF SPECIAL MEETING**  
**OF THE LAKEPORT CITY COUNCIL ALSO SITTING AS THE BOARD OF DIRECTORS**  
**OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**  
**TUESDAY, October 25, 2016**  
**3:00 P.M.**

**CALL TO ORDER & ROLL CALL:**

Vice Chair Mattina called the Special Meeting of the Board of Directors of the Successor Agency to the Redevelopment Agency to order at 2:03 p.m. Board Members Parlet, Scheel, and Turner were present. Chair Spillman was absent.

**LOCAL AGENCY INVESTMENT FUND (LAIF):**

City Manager Silveira presented the staff report regarding investing monies in LAIF. Eric Scriven of NHA Advisors gave an overview of the process to transfer funds from the LAIF.

A motion was made by Board Member Scheel, seconded by Board Member Turner, and unanimously passed, with Chair Spillman absent, to adopt the proposed resolution authorizing investment of monies in the Local Agency Investment Fund (LAIF), and approving certain other matters and official actions related thereto.

**ADJOURNMENT:**

Vice-Chair Mattina adjourned the meeting at 2:06 p.m.

\_\_\_\_\_  
Stacey Mattina, Vice-Chair

Attest:

\_\_\_\_\_  
Hilary Britton, Deputy Secretary



10/27/2016

I hereby certify that the attached list of warrants has been audited, extensions are proper, purchase orders have been issued, and department heads have been given the opportunity to review and sign claim forms.

A handwritten signature in blue ink, appearing to be "Ginny Feth-Michel", is positioned above a horizontal line.

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Ginny Feth-Michel  
Interim Finance Director



Lakeport

# Bank Transaction Report

## Transaction Detail

Issued Date Range: 10/14/2016 - 10/26/2016  
Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
<b>Bank Account: 15-0352000798 - POOLED CASH BANK</b>							
10/18/2016		<a href="#">50125</a>	LAKEPORT DISPOSAL, INC.	Accounts Payable	Outstanding	Check	-3,399.12
10/20/2016		<a href="#">50114</a>	AFLAC	Accounts Payable	Outstanding	Check	-744.05
10/20/2016		<a href="#">50115</a>	CA STATE DISBURSEMENT UNIT	Accounts Payable	Outstanding	Check	-693.67
10/20/2016		<a href="#">50116</a>	CALPERS	Accounts Payable	Outstanding	Check	-18,222.22
10/20/2016		<a href="#">50117</a>	ELIZABETH LAMBERT	Accounts Payable	Outstanding	Check	-500.00
10/20/2016		<a href="#">50118</a>	JACQUELINE M. STOEBE	Accounts Payable	Outstanding	Check	-25.00
10/20/2016		<a href="#">50119</a>	LAKEPORT EMPLOYEE'S ASSOC	Accounts Payable	Outstanding	Check	-285.00
10/20/2016		<a href="#">50120</a>	LEGALSHIELD	Accounts Payable	Outstanding	Check	-188.35
10/20/2016		<a href="#">50121</a>	LPOA	Accounts Payable	Outstanding	Check	-450.00
10/20/2016		<a href="#">50122</a>	NATIONWIDE RETIREMENT SOLUTION	Accounts Payable	Outstanding	Check	-1,055.00
10/20/2016		<a href="#">50123</a>	REDWOOD CREDIT UNION	Accounts Payable	Outstanding	Check	-250.00
10/20/2016		<a href="#">50124</a>	VALIC - C/O JP MORGAN CHASE	Accounts Payable	Outstanding	Check	-1,863.50
10/20/2016		<a href="#">50126</a>	U.S. BANK	Accounts Payable	Outstanding	Check	-4,208.04
10/20/2016		<a href="#">50127</a>	CALIF DEPT OF FISH & WILDLIFE	Accounts Payable	Outstanding	Check	-421.00
10/20/2016		<a href="#">DFT0000337</a>	IRS	Accounts Payable	Outstanding	Bank Draft	-2,932.90
10/20/2016		<a href="#">DFT0000338</a>	CA EMP DEVELOPMENT DEPT	Accounts Payable	Outstanding	Bank Draft	-2,838.02
10/20/2016		<a href="#">DFT0000339</a>	CA EMP DEVELOPMENT DEPT	Accounts Payable	Outstanding	Bank Draft	-919.20
10/20/2016		<a href="#">DFT0000340</a>	IRS	Accounts Payable	Outstanding	Bank Draft	-9,915.13
10/20/2016		<a href="#">DFT0000341</a>	IRS	Accounts Payable	Outstanding	Bank Draft	-158.34
10/24/2016		<a href="#">DFT0000342</a>	IRS	Accounts Payable	Outstanding	Bank Draft	-154.04
10/24/2016		<a href="#">DFT0000343</a>	CA EMP DEVELOPMENT DEPT	Accounts Payable	Outstanding	Bank Draft	-405.48
10/24/2016		<a href="#">DFT0000344</a>	CA EMP DEVELOPMENT DEPT	Accounts Payable	Outstanding	Bank Draft	-47.80
10/24/2016		<a href="#">DFT0000345</a>	IRS	Accounts Payable	Outstanding	Bank Draft	-1,123.60
10/26/2016		<a href="#">50138</a>	ADAMS ASHBY GROUP, LLC.	Accounts Payable	Outstanding	Check	-8,565.00
10/26/2016		<a href="#">50139</a>	ALPHA ANALYTICAL LABORATORIES	Accounts Payable	Outstanding	Check	-1,345.00
10/26/2016		<a href="#">50140</a>	Void Check	Accounts Payable	Voided	Check	0.00
10/26/2016		<a href="#">50141</a>	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-72.05
10/26/2016		<a href="#">50142</a>	ASHLEY MUELLER	Accounts Payable	Outstanding	Check	-500.00
10/26/2016		<a href="#">50143</a>	AT&T	Accounts Payable	Outstanding	Check	-41.36
10/26/2016		<a href="#">50144</a>	AT&T	Accounts Payable	Outstanding	Check	-152.39
10/26/2016		<a href="#">50145</a>	CA ASSOC-LOCAL ECONOMIC DEVEL	Accounts Payable	Outstanding	Check	-450.00
10/26/2016		<a href="#">50146</a>	CLEARLAKE LAVA, INC.	Accounts Payable	Outstanding	Check	-361.20
10/26/2016		<a href="#">50147</a>	COMMUNITY DEVELOPMENT SERVICES	Accounts Payable	Outstanding	Check	-5,125.00
10/26/2016		<a href="#">50148</a>	COUNTY OF LAKE-ANIMAL CONTROL	Accounts Payable	Outstanding	Check	-789.50
10/26/2016		<a href="#">50149</a>	DEBRA ENGLAND	Accounts Payable	Outstanding	Check	-675.00
10/26/2016		<a href="#">50150</a>	DEPT OF JUSTICE	Accounts Payable	Outstanding	Check	-105.00

**Bank Transaction Report**

**Issued Date Range: 10/14/2016 - 10/26/2016 Cleared Date Range: -**

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/26/2016		<a href="#">50151</a>	DUNKEN PUMPS	Accounts Payable	Outstanding	Check	-241.43
10/26/2016		<a href="#">50152</a>	FERRELLGAS	Accounts Payable	Outstanding	Check	-96.10
10/26/2016		<a href="#">50153</a>	GALL'S INC.	Accounts Payable	Outstanding	Check	-2,473.18
10/26/2016		<a href="#">50154</a>	GARAVAGLIA ARCHITECTURE, INC.	Accounts Payable	Outstanding	Check	-5,239.80
10/26/2016		<a href="#">50155</a>	GRAINGER	Accounts Payable	Outstanding	Check	-278.42
10/26/2016		<a href="#">50156</a>	HACH CHEMICAL COMPANY	Accounts Payable	Outstanding	Check	-457.35
10/26/2016		<a href="#">50157</a>	HARTFORD RETIREE PREMIUM ACCT	Accounts Payable	Outstanding	Check	-19,449.76
10/26/2016		<a href="#">50158</a>	HDS WHITE CAP CONST SUPPLY	Accounts Payable	Outstanding	Check	-723.98
10/26/2016		<a href="#">50159</a>	INDUSTRIAL ELECTRIC MOTORS	Accounts Payable	Outstanding	Check	-825.11
10/26/2016		<a href="#">50160</a>	KELLY BUENDIA	Accounts Payable	Outstanding	Check	-64.03
10/26/2016		<a href="#">50161</a>	LAKE COUNTY CHAMBER OF COMMERCE	Accounts Payable	Outstanding	Check	-625.00
10/26/2016		<a href="#">50162</a>	LAKE COUNTY RECORD BEE	Accounts Payable	Outstanding	Check	-1,065.03
10/26/2016		<a href="#">50163</a>	LAKEPORT ROTARY CLUB	Accounts Payable	Outstanding	Check	-75.00
10/26/2016		<a href="#">50164</a>	LAKEPORT TIRE & AUTO SERVICE	Accounts Payable	Outstanding	Check	-25.00
10/26/2016		<a href="#">50165</a>	LEE'S SPORTING GOODS	Accounts Payable	Outstanding	Check	-63.67
10/26/2016		<a href="#">50166</a>	LINDA SOBIERAJ	Accounts Payable	Outstanding	Check	-93.98
10/26/2016		<a href="#">50167</a>	MATT HARTZOG	Accounts Payable	Outstanding	Check	-50.00
10/26/2016		<a href="#">50168</a>	MUNI SERVICES	Accounts Payable	Outstanding	Check	-300.00
10/26/2016		<a href="#">50169</a>	NOR-CAL TELECOM	Accounts Payable	Outstanding	Check	-90.00
10/26/2016		<a href="#">50170</a>	NTU TECHNOLOGIES INC	Accounts Payable	Outstanding	Check	-5,824.00
10/26/2016		<a href="#">50171</a>	OCCU-MED, LTD.	Accounts Payable	Outstanding	Check	-280.00
10/26/2016		<a href="#">50172</a>	PACE ENGINEERING, INC.	Accounts Payable	Outstanding	Check	-40,622.26
10/26/2016		<a href="#">50173</a>	PEOPLE SERVICES, INC.	Accounts Payable	Outstanding	Check	-345.00
10/26/2016		<a href="#">50174</a>	PG&E VO248104	Accounts Payable	Outstanding	Check	-44,292.25
10/26/2016		<a href="#">50175</a>	PITNEY BOWES PURCHASE POWER	Accounts Payable	Outstanding	Check	-1,045.49
10/26/2016		<a href="#">50176</a>	POLITICAL DATA INC.	Accounts Payable	Outstanding	Check	-135.00
10/26/2016		<a href="#">50177</a>	R.E.M.I.F.	Accounts Payable	Outstanding	Check	-34,465.00
10/26/2016		<a href="#">50178</a>	RICOH USA, INC.	Accounts Payable	Outstanding	Check	-51.03
10/26/2016		<a href="#">50179</a>	RICOH, USA	Accounts Payable	Outstanding	Check	-217.76
10/26/2016		<a href="#">50180</a>	RON LADD	Accounts Payable	Outstanding	Check	-25.00
10/26/2016		<a href="#">50181</a>	SHELLY MASCARI	Accounts Payable	Outstanding	Check	-224.00
10/26/2016		<a href="#">50182</a>	SHRED-IT USA LLC	Accounts Payable	Outstanding	Check	-94.54
10/26/2016		<a href="#">50183</a>	SONOMA MEDIA INVESTMENTS, LLC.	Accounts Payable	Outstanding	Check	-419.00
10/26/2016		<a href="#">50184</a>	STANDARD PRINTING COMPANY	Accounts Payable	Outstanding	Check	-1,041.81
10/26/2016		<a href="#">50185</a>	SUTTER LAKESIDE HOSPITAL	Accounts Payable	Outstanding	Check	-35.00
10/26/2016		<a href="#">50186</a>	SWRCB	Accounts Payable	Outstanding	Check	-70.00
10/26/2016		<a href="#">50187</a>	SWRCB	Accounts Payable	Outstanding	Check	-70.00
10/26/2016		<a href="#">50188</a>	THE UPS STORE #5161	Accounts Payable	Outstanding	Check	-26.57
10/26/2016		<a href="#">50189</a>	THE WORKS INC/MLS - LSQ FUNDING GROUP	Accounts Payable	Outstanding	Check	-39,367.00
10/26/2016		<a href="#">50190</a>	UKIAH VALLEY MEDICAL CENTER	Accounts Payable	Outstanding	Check	-78.00
10/26/2016		<a href="#">50191</a>	US POSTMASTER - ARIZONA	Accounts Payable	Outstanding	Check	-1,189.18
10/26/2016		<a href="#">50192</a>	USA BLUE BOOK	Accounts Payable	Outstanding	Check	-1,415.10
10/26/2016		<a href="#">50193</a>	VALLEY TOXICOLOGY SERVICES INC	Accounts Payable	Outstanding	Check	-85.00

**Bank Transaction Report**

**Issued Date Range: 10/14/2016 - 10/26/2016 Cleared Date Range: -**

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/26/2016		<a href="#">50194</a>	WESTGATE PETROLEUM CO., INC.	Accounts Payable	Outstanding	Check	-2,251.41
10/26/2016		<a href="#">50195</a>	YOLO COUNTY FLOOD CONTROL	Accounts Payable	Outstanding	Check	-1,090.58
<b>Bank Account 15-0352000798 Total: (81)</b>							<b>-275,977.78</b>
<b>Report Total: (81)</b>							<b>-275,977.78</b>

**Summary**

Bank Account	Count	Amount
<a href="#">15-0352000798 POOLED CASH BANK</a>	81	-275,977.78
<b>Report Total:</b>	<b>81</b>	<b>-275,977.78</b>

Cash Account	Count	Amount
<a href="#">**No Cash Account**</a>	1	0.00
<a href="#">998 998-0000-101000 POOLED CASH - WEST AMERICA</a>	80	-275,977.78
<b>Report Total:</b>	<b>81</b>	<b>-275,977.78</b>

Transaction Type	Count	Amount
Bank Draft	9	-18,494.51
Check	72	-257,483.27
<b>Report Total:</b>	<b>81</b>	<b>-275,977.78</b>



# CITY OF LAKEPORT

225 Park Street  
Lakeport, CA 95453

Phone: (707) 263-5615, Ext. 12

Fax: (707) 263-8584

## 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:

R# 32525

Application Received (Date): 8-1-16	Application No. 2017-001
<input checked="" type="checkbox"/> \$15.00 Application Fee Paid	For Council Meeting of (Date):

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

Applicant Name: David Velasquez		Organization Name: Lake County Symphony Ass'n	
Address: 1490 N. Main St., Lakeport, CA 95453		Address: PO Box 974, Lakeport, CA 95453	
Home Phone:	Work Phone:	Mobile Phone: 651-238-2833	
Email Address: djvelasquez@citlink.net			
Other Contact: Charlie Schley, LCSA President		Phone for Other Contact: 707-279-2997	
Organization is: <input checked="" type="checkbox"/> Nonprofit Organization <input type="checkbox"/> For Profit Organization			

Name of Event: Home Wine and Beer Makers Festival
Description of Event: Tasting of amateur wine and beer with food and arts/crafts vendors; annual fundraiser f
Specific Location of Event (Map Must be Attached): Library Park, Lakeport
Does this use involve public right of way, streets, or sidewalk? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: June 17, 2017	Total Number of Days: 1	Set Up Time: 11 AM
		Time of Event: 12:00 - 5:00
		Tear Down Time: 5:00 PM

Specify anticipated number of people (both participants and the public): 300

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

<b>Requirements:</b> <input checked="" type="checkbox"/> Electricity (cannot be guaranteed by City) <input type="checkbox"/> Barricades <input type="checkbox"/> Street/Sidewalk Closures <input type="checkbox"/> No irrigation in park prior to event <input checked="" type="checkbox"/> Other (please specify): Gazebo electricity will suffice Coordination of these requirements must be made through the Public Works Department: (707) 263-0751	<b>Specific City Staff Needs:</b> <input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other (please specify): The City reserves the right to bill applicant for related City costs.
---	--

**Insurance Information:**  
 Specify Insurance Company: Lincoln Leavitt Insurance Agency/Travelers  
 Policy Number: X-660-878X6416-PH Expiration Date: 04/15/17 will renew Limits of Coverage: \$2,000,000

**INSURANCE CERTIFICATE REQUIRED**  
 Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is \$2,000,000. The certificate and

USE OF ALCOHOL: Is a permit for alcoholic beverages requested:  YES  NO

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

### HOLD HARMLESS AGREEMENT

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

David J. Valery  
Signature of Applicant  
Responsible Official of Applicant Organization

Dated: 7/29/2016

### STAFF RESPONSE

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

Staff Name:		Department:	
<input type="checkbox"/> No Fiscal Impact	<input type="checkbox"/> Fiscal Impact (Describe/Include Estimated Costs)	<input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Parks	<input type="checkbox"/> Other (please specify):

The following will be Required:

- |   |   |
|---|---|
| <input type="checkbox"/> Business License | <input type="checkbox"/> Health Department Permit |
| <input type="checkbox"/> ABC License      | <input type="checkbox"/> Other (Specify):         |

Staff Comments:

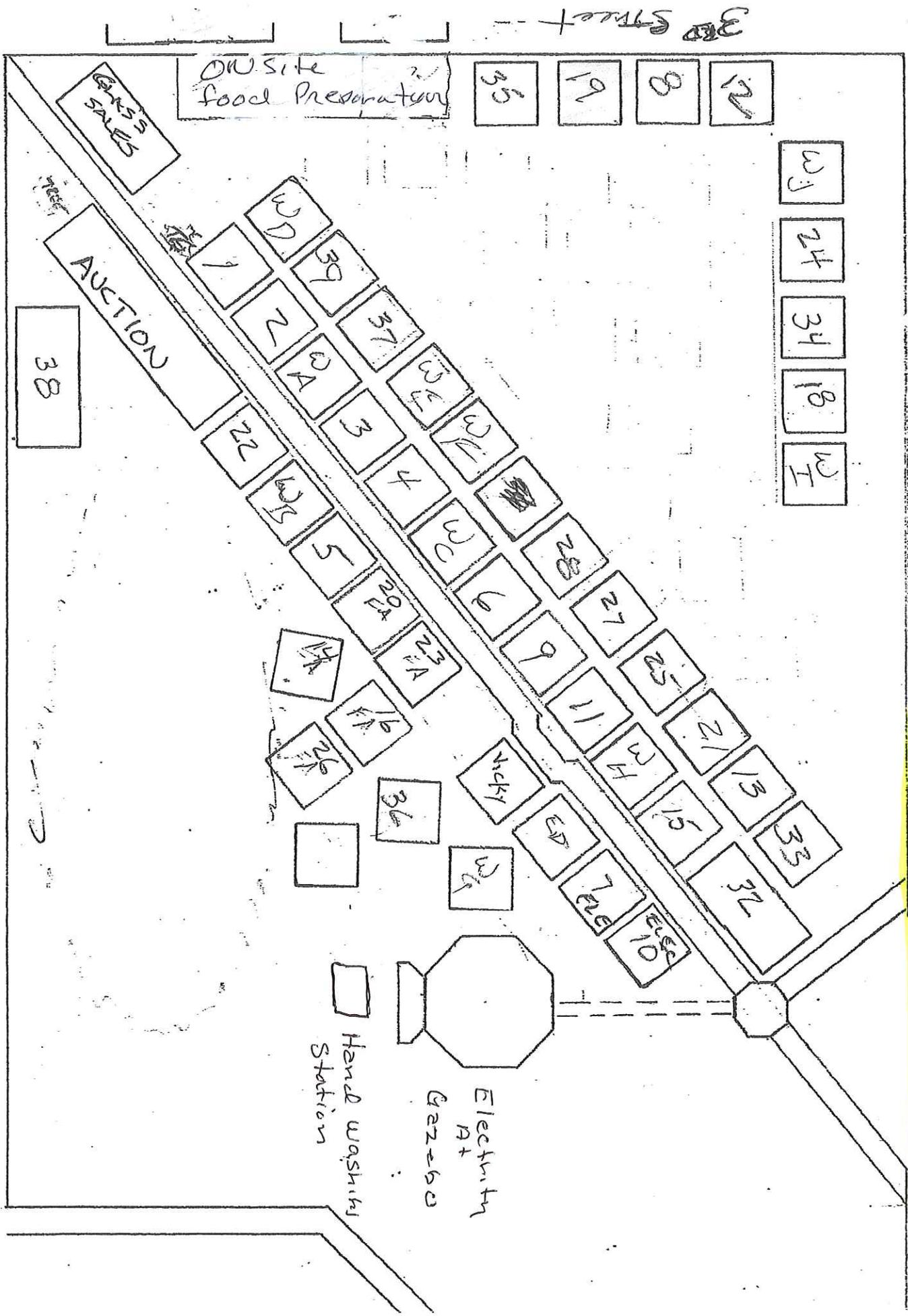
This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):	<input type="checkbox"/> Application Approved <input type="checkbox"/> Application Denied <input type="checkbox"/> Application Approved With Conditions (See Below)
---------------------------------------	---

Conditions of Approval:

Attachments (specify):

City Toilets Located Clear Lake  
← Back 2015  
Have someone Best Meters Postcard



PARK ST

City Toilets Located  
1/2 Block →

**From:** [jferguson@lakeportpolice.org](mailto:jferguson@lakeportpolice.org)  
**To:** [Hilary Britton](#)  
**Subject:** Re: Application 2017-001 - Home Wine & Beer Maker Festival  
**Date:** Tuesday, October 18, 2016 6:38:11 AM  
**Attachments:** [image002.png](#)

---

No police concerns

A true hero is not defined simply by the uniform he or she is wearing but rather the person who's wearing it!

-----Original Message-----

**From:** Hilary Britton [mailto:[hbritton@cityoflakeport.com](mailto:hbritton@cityoflakeport.com)]  
**Sent:** Monday, October 17, 2016 04:59 PM  
**To:** Amanda Frazell ([Dean.Eichelmann@lakecountyca.gov](mailto:Dean.Eichelmann@lakecountyca.gov)), Cheryl Bennett ([cheryl.bennett@lakecountyca.gov](mailto:cheryl.bennett@lakecountyca.gov)), 'Cynthia Ader', 'Daniel Chance', 'Doug Grider', 'Executive Management', 'Gary Basor', 'Jason Ferguson', 'Jim Kennedy', 'Linda Sobieraj', Lori Price ([lorip@co.lake.ca.us](mailto:lorip@co.lake.ca.us)), Mark Wall ([mwaconsulting@comcast.net](mailto:mwaconsulting@comcast.net)), 'Matt Hartzog', 'Mike Sobieraj', Pheakdey Preciado ([pheakdey.preciado@lakecountyca.gov](mailto:pheakdey.preciado@lakecountyca.gov)), 'Rebekah Dolby', 'Ron Ladd', Tina Rubin ([Tina.Rubin@lakecountyca.gov](mailto:Tina.Rubin@lakecountyca.gov))  
**Cc:** 'Gayle Niehaus'  
**Subject:** Application 2017-001 - Home Wine & Beer Maker Festival

Hi all,

Please find attached application 2017-001 for the 2017 Home Wine & Beer Maker Festival to be held in Library Park 06/17/2017, for your review.

We would like to submit this for Council approval at the 11/01/2016 meeting, so please have your comments back to me by 10/26/2016.

Thank you, as always, for your input.

Hilary Britton  
Deputy City Clerk  
City of Lakeport  
225 Park Street  
Lakeport, CA 95453  
(707) 263-5615 x12  
[hbritton@cityoflakeport.com](mailto:hbritton@cityoflakeport.com)



This email checked with McAfee SaaS.

USE OF ALCOHOL: Is a permit for alcoholic beverages requested?  YES  NO

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

**HOLD HARMLESS AGREEMENT**

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

*David J. Valley*  
Signature of Applicant  
Responsible Official of Applicant Organization

Dated: 7/29/2016

**STAFF RESPONSE**

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

Staff Name:		Department:	
<input type="checkbox"/> No Fiscal Impact	<input type="checkbox"/> Fiscal Impact (Describe/Include Estimated Costs)	<input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Parks	<input type="checkbox"/> Other (please specify):

The following will be Required:

<input type="checkbox"/> Business License	<input checked="" type="checkbox"/> Health Department Permit
<input type="checkbox"/> ABC License	<input type="checkbox"/> 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.   
 10/19/16

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

Considered at Council Meeting (Date):	<input type="checkbox"/> Application Approved <input type="checkbox"/> Application Denied <input type="checkbox"/> Application Approved With Conditions (See Below)
---------------------------------------	---

Conditions of Approval:

Attachments (specify):



225 Park Street  
Lakeport, CA 95453

# CITY OF LAKEPORT

RECEIVED

OCT 06 2016

Phone: (707) 263-5615, Ext. 12  
Fax: (707) 263-8584

## 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): 10-6-16	Application No: 2017-003
<input checked="" type="checkbox"/> \$15.00 Application Fee Paid	For Council Meeting of (Date): 11/1/2016

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

Applicant Name: Jami White		Organization Name: LFRC
Address:		Address: 5350 Main St Kelseyville CA 95451
Home Phone:	Work Phone: 279-0563	Mobile Phone: 245-4897
Email Address: jamiw@lakefrc.org		
Other Contact:		Phone for Other Contact:
Organization is: <input checked="" type="checkbox"/> Nonprofit Organization <input type="checkbox"/> For Profit Organization		

Name of Event: Month of Young Child - Child Festival in the Park
Description of Event: A walk from park to natural high and back - then booths from local agencies set up their information and an activity for children to do. There will be speakers talking about child abuse
Specific Location of Event (Map Must be Attached): entertainment - Zumba, Exercise, Karate,
Does this use involve public right of way, streets, or sidewalk? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate specific location:
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences: Park street between 1st and 2nd.

Date(s) of Event: April 22nd	Total Number of Days: 1	Set Up Time: 8:00am Time of Event: 10:00am Tear Down Time: 3:00pm
------------------------------	-------------------------	---

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

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

<b>Requirements:</b> <input type="checkbox"/> Electricity (cannot be guaranteed by City) <input type="checkbox"/> Barricades <input checked="" type="checkbox"/> Street/Sidewalk Closures <input type="checkbox"/> No irrigation in park prior to event <input type="checkbox"/> Other (please specify): Coordination of these requirements must be made through the Public Works Department: (707) 263-0751	<b>Specific City Staff Needs:</b> <input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other (please specify): The City reserves the right to bill applicant for related City costs.
--	--

<b>Insurance Information:</b> Specify Insurance Company: Policy Number: _____ Expiration Date: _____ Limits of Coverage: _____ <b>INSURANCE CERTIFICATE REQUIRED</b> Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the
--

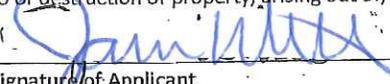
event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is \$2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.

USE OF ALCOHOL: Is a permit for alcoholic beverages requested?  Yes  No

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

### HOLD HARMLESS AGREEMENT

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

  
 \_\_\_\_\_  
 Signature of Applicant  
 Responsible Official of Applicant Organization

Dated: 10-6-16

### STAFF RESPONSE

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

Staff Name:		Department:	
<input type="checkbox"/> No Fiscal Impact	<input type="checkbox"/> Fiscal Impact (Describe/Include Estimated Costs)	<input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Parks	<input type="checkbox"/> Other (please specify):
The following will be Required:		<input type="checkbox"/> Health Department Permit <input type="checkbox"/> Other (Specify):	
Staff Comments:			

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

Considered at Council Meeting (Date):	<input type="checkbox"/> Application Approved <input type="checkbox"/> Application Denied <input type="checkbox"/> Application Approved With Conditions (See Below)
Conditions of Approval:	

Attachments (specify):

↑ LAKE

WALKWAYS  
PLEASE KEEP  
CLEAR

PARK STREET

BARRIADI

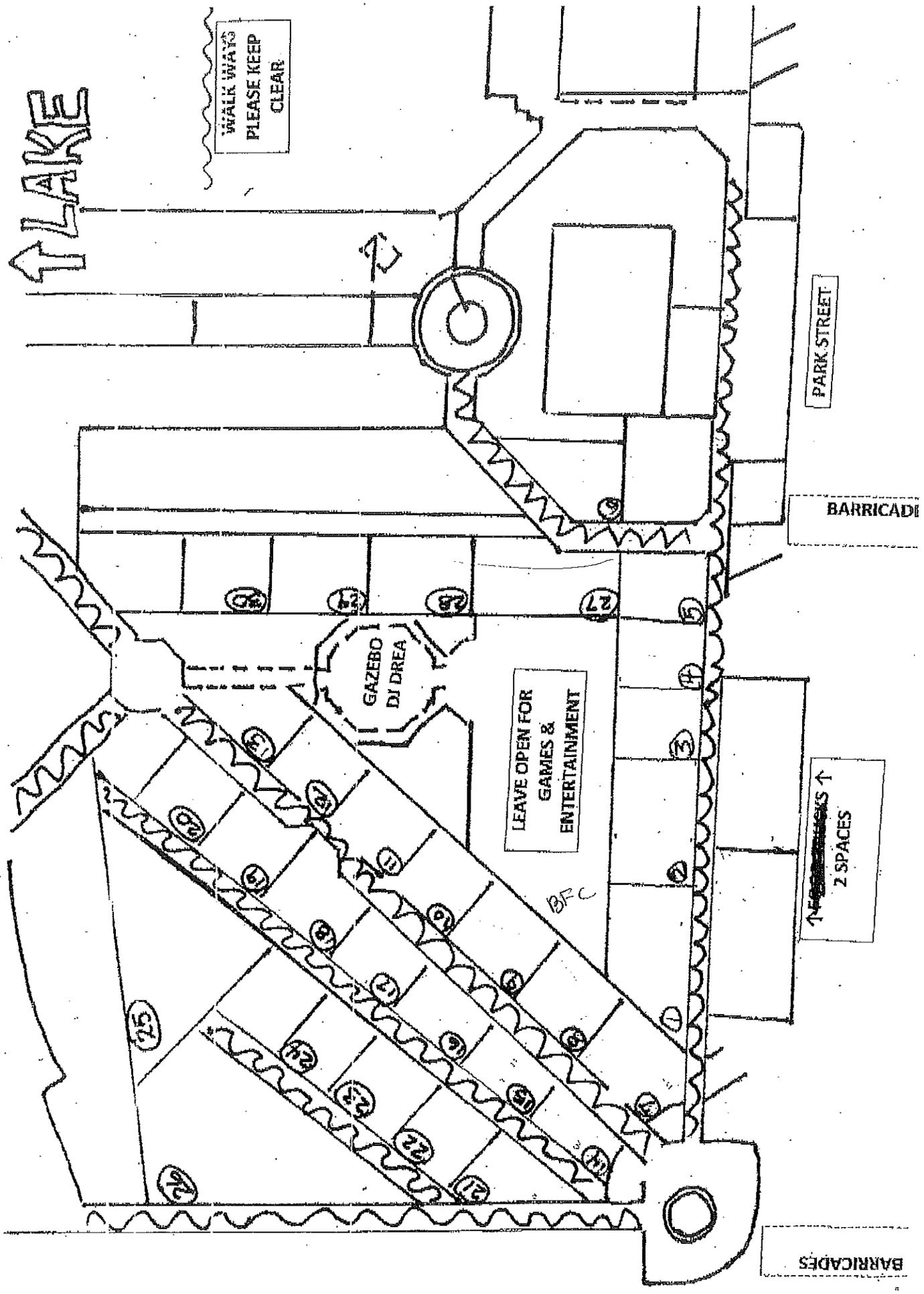
GAZEBO  
DJ DREA

LEAVE OPEN FOR  
GAMES &  
ENTERTAINMENT

BFC

↑ ~~WALKWAYS~~  
2 SPACES

BARRICADES



**From:** [jferguson@lakeportpolice.org](mailto:jferguson@lakeportpolice.org)  
**To:** [Hilary Britton](#)  
**Subject:** Re: Application 2017-003 - Child Festival (LFRC)  
**Date:** Tuesday, October 18, 2016 6:44:25 AM  
**Attachments:** [image002.png](#)

---

No police concerns!

A true hero is not defined simply by the uniform he or she is wearing but rather the person who's wearing it!

-----Original Message-----

**From:** Hilary Britton [mailto:[hbritton@cityoflakeport.com](mailto:hbritton@cityoflakeport.com)]  
**Sent:** Monday, October 17, 2016 04:56 PM  
**To:** Amanda Frazell ([Dean.Eichelmann@lakecountyca.gov](mailto:Dean.Eichelmann@lakecountyca.gov)), Cheryl Bennett ([cheryl.bennett@lakecountyca.gov](mailto:cheryl.bennett@lakecountyca.gov)), 'Cynthia Ader', 'Daniel Chance', 'Doug Grider', 'Executive Management', 'Gary Basor', 'Jason Ferguson', 'Jim Kennedy', 'Linda Sobieraj', Lori Price ([lorip@co.lake.ca.us](mailto:lorip@co.lake.ca.us)), Mark Wall ([mwaconsulting@comcast.net](mailto:mwaconsulting@comcast.net)), 'Matt Hartzog', 'Mike Sobieraj', Pheakdey Preciado ([pheakdey.preciado@lakecountyca.gov](mailto:pheakdey.preciado@lakecountyca.gov)), 'Rebekah Dolby', 'Ron Ladd', Tina Rubin ([Tina.Rubin@lakecountyca.gov](mailto:Tina.Rubin@lakecountyca.gov))  
**Cc:** 'Gayle Niehaus'  
**Subject:** Application 2017-003 - Child Festival (LFRC)

Hi all,

Please find attached application 2017-003 for the 2017 Child Festival to be held in Library Park 04/22/2017, for your review.

We would like to submit this for Council approval at the 11/01/2016 meeting, so please have your comments back to me by 10/26/2016.

Thank you, as always, for your input.

Hilary Britton  
Deputy City Clerk  
City of Lakeport  
225 Park Street  
Lakeport, CA 95453  
(707) 263-5615 x12  
[hbritton@cityoflakeport.com](mailto:hbritton@cityoflakeport.com)



This email checked with McAfee SaaS.

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.

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

  
 Signature of Applicant  
 Responsible Official of Applicant Organization

Dated: 10-6-16

**STAFF RESPONSE**

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

Staff Name:		Department:	
<input type="checkbox"/> No Fiscal Impact	<input type="checkbox"/> Fiscal Impact (Describe/Include Estimated Costs)	<input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Parks	<input type="checkbox"/> Other (please specify):
The following will be Required:		<input type="checkbox"/> Health Department Permit <input type="checkbox"/> Other (Specify):	
Staff Comments: <p style="font-size: 1.2em; color: blue;">En vironmental Health has no concerns regarding this event - no food vendors present</p> <p style="text-align: right; color: blue;">10/19/16</p>			

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

Considered at Council Meeting (Date):	<input type="checkbox"/> Application Approved <input type="checkbox"/> Application Denied <input type="checkbox"/> Application Approved With Conditions (See Below)
Conditions of Approval:	

Attachments (specify):



# CITY OF LAKEPORT

- City Council
- City of Lakeport Municipal Sewer District
- Lakeport Redevelopment Successor Agency
- Lakeport Industrial Development Agency
- Municipal Financing Agency of Lakeport

<b>STAFF REPORT</b>	
<b>RE:</b> Professional Services Agreement with JJACPA: FY 2015-16 City Audit, Amendment 1	<b>MEETING DATE:</b> 11/1/2016
<b>SUBMITTED BY:</b> Ginny Feth-Michel, Interim Finance Director	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

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

Approve and authorize the City Manager to sign an amendment to the professional services agreement with JJACPA, Inc. for independent auditing services.

### BACKGROUND/DISCUSSION:

In July of 2016, JJACPA, Inc. was engaged to perform annual financial audits of the City, the Redevelopment Successor Agency, and CLMSD, for the fiscal year ending June 30, 2016, including a single audit of federal monies expended. The City anticipated preparing the City’s Comprehensive Annual Financial Report (CAFR), however with the departure of the City Director of Finance, City staff does not have the time to prepare this report. City has engaged the services of a part-time Interim Finance Director however due to the significant time needed to prepare for the audit, provide oversight for the Finance Department and other time required to respond to the needs of other City departments the City CAFR could not be prepared in a timely manner.

The total contract “not to exceed” amount would be increased from \$27,350.00 to \$32,350.00 with the addition of these three projects to the scope of work. It therefore requires council review and approval and a budget amendment for the increased fees. The costs of the audit, including this amendment, is charged to the City’s General, Water and Sewer Funds.

The General Fund is estimated to have an unrestricted fund balance of \$2,693,290, after applying this amendment.

The Water Fund is estimated to have an unrestricted fund balance of \$241,721, after applying this amendment.

The Sewer Fund is estimated to have an unrestricted fund balance of \$2,895,680, after applying this amendment.

### OPTIONS:

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

### FISCAL IMPACT:

None       \$5,000.00    Budgeted Item?  Yes  No

Budget Adjustment Needed?  Yes  No    If yes, amount of appropriation increase: \$5,000.00

Affected fund(s):  General Fund    Water OM Fund    Sewer OM Fund    Other: All other funds,  
including Fund 705: RDA Successor Agency Private Purpose Trust Fund

Comments: Account #s

**SUGGESTED MOTIONS:**

Approve and authorize the City Manager to execute the first amendment to the Professional Services Agreement with JJACAP, Inc. for independent auditing services.

**Attachments:**

1. Attachment 1: PSA with JJACPA, Inc. Advisors
2. Attachment 2: PSA Amendment Short Form
3. Proposed Addendum from JJACPA with Calculations

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Lakeport / JJACPA, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into 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 349 Main Street, Suite 204, Pleasanton, CA, 94566-6663 (hereinafter referred to as "Auditor").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a Auditor: independent, professional auditing services.
- 2.2 Auditor 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. Auditor 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 Auditor agree as follows:

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Auditor's May 4, 2016 engagement letter to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Auditor's May 4, 2016 engagement letter to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": June 1, 2016.
- 3.4 "Expiration Date": January 31, 2017.

**4. TERM**

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

## 5. AUDITOR'S SERVICES

- 5.1 Auditor 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 Auditor under this Agreement exceed the sum of \$27,350.00 unless specifically approved in advance and in writing by City.
- 5.2 Auditor shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Auditor shall perform all work to the highest professional standards of Auditor's profession and in a manner reasonably satisfactory to City. Auditor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Auditor shall not perform any work for another person or entity for whom Auditor was not working at the Commencement Date if both (i) such work would require Auditor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Auditor's performance of such work.
- 5.5 Auditor 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 Auditor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Joseph Arch shall be Auditor's project administrator and shall have direct responsibility for management of Auditor's performance under this Agreement. No change shall be made in Auditor's project administrator without City's prior written consent.
- 5.6 Auditor has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Auditor may substitute other personnel of at least equal competence upon written approval of City. If City and Auditor cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.7 Auditor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

**6. COMPENSATION**

- 6.1 City agrees to compensate Auditor for the services provided under this Agreement, and Auditor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Auditor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Auditor.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Auditor by City on a time-and-materials basis using Auditor's standard fee schedule. Auditor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Auditor be entitled to increase fees for services rendered before the thirtieth day after Auditor notifies City in writing of an increase in that fee schedule.

**7. PREVAILING WAGES**

Auditor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Auditor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Auditor to comply with the Prevailing Wage Laws.

**8. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents, work papers or other written material ("written products" herein) developed by Auditor in the performance of this Agreement shall be and remain the property of Auditor; provided that City may take, retain and disseminate copies of opinion letters prepared by Auditor under the terms of the Scope of Services in Exhibit A.

**9. RELATIONSHIP OF PARTIES**

Auditor is, and shall at all times remain as to City, a wholly independent contractor. Auditor 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 Auditor or any of Auditor's employees, except as set forth in this Agreement. Auditor 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 Auditor look to the City as his employer. Auditor shall not

Under no circumstances shall Auditor look to the City as his employer. Auditor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Auditor's previously earned PERS retirement benefits, and Auditor specifically assumes the responsibility for making such a determination. Auditor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

**10. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Auditor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Auditor 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.

**11. INDEMNIFICATION**

11.1 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 provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Auditor acknowledges that City would not enter into this Agreement in the absence of Auditor's commitment to indemnify and protect City as set forth herein.

11.2 To the fullest extent permitted by law, Auditor 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 and losses, costs or 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 Auditor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Auditor or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Auditor 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 as 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 costs and fees of litigation.

11.3 City shall have the right to offset against any compensation due Auditor under this Agreement any amount due City from Auditor as a result of Auditor's failure

to pay City promptly any indemnification arising under this Section 11 and any amount due City from Auditor arising from Auditor's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 11.4 The obligations of Auditor under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Auditor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 11.5 Auditor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Auditor in the performance of this Agreement. If Auditor fails to obtain such indemnity obligations from others as required herein, Auditor agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or 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 Auditor's subcontractors or any other person or entity involved by, for, with or on behalf of Auditor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 11.6 City does not, and shall not, waive any rights that it may possess against Auditor 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 regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

- 12.1 During the term of this Agreement, Auditor 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 Auditor's performance of this Agreement.
- 12.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to the Additional Insured. 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.

- 12.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 12.1.1 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 Auditors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 12.1.2 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.
  - 12.1.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 12.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 12.2 Auditor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 12.3 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.
- 12.4 Auditor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Auditor's expense.
- 12.5 At all times during the term of this Agreement, Auditor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Auditor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 12.6 Auditor shall provide proof that policies of insurance required herein 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.
- 12.7 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. Auditor 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.

- 12.8 The insurance provided by Auditor shall be primary to any 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 Auditor's insurance and shall not contribute with it.
- 12.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Auditor, and Auditor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Auditor hereby waives all rights of subrogation against the City.
- 12.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Auditor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Auditor shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 12.11 Procurement of insurance by Auditor shall not be construed as a limitation of Auditor's liability or as full performance of Auditor's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 12.12 Auditor shall report to the City, in addition to the Auditor's insurer, any and all insurance claims submitted to Auditor's insurer in connection with the services under the Agreement.
- 12.13 Auditor may be self-insured under the terms of this Agreement only with express written approval from the City.
  - 12.13.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
  - 12.13.2 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.
- 12.14 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.

**13. MUTUAL COOPERATION**

- 13.1 City shall provide Auditor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Auditor's services under this Agreement.
- 13.2 If any claim or action is brought against City relating to Auditor's performance in connection with this Agreement, Auditor shall render any reasonable assistance that City may require in the defense of that claim or action.

**14. RECORDS AND INSPECTIONS**

Auditor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**15. PERMITS AND APPROVALS**

Auditor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Auditor'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 Auditor'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).

If to City

City of Lakeport  
Attn: Finance Director  
225 Park St.  
Lakeport CA 95453  
Telephone: (707) 263-5615 x16  
Facsimile: (707) 263-8584

If to Auditor:

Joe Arch, CPA  
7080 Donlon Way, Ste 204  
Dublin, CA 94568  
Telephone: (925) 556-6200

With courtesy copy to:

David J. Ruderman, Esq.  
City Attorney  
Colantuono, Highsmith & Whatley, P.C.  
420 Sierra College Drive, Suite 140

Grass Valley, CA 95945  
Telephone: (530) 432-7357  
Facsimile: (530) 432-7356

**17. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 10, Section 11, Paragraph 13.2 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 Auditor. Auditor may terminate this Agreement for any reason on thirty calendar days' written notice to City. Auditor 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 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 Auditor, then Auditor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Auditor be entitled to receive more than the amount that would be paid to Auditor for the full performance of the services required by this Agreement.

**19. GENERAL PROVISIONS**

- 19.1 Auditor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Auditor, to solicit or secure this Agreement. Further, Auditor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Auditor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Auditor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.2 Auditor 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 Auditor.
- 19.3 This Agreement shall be binding on the successors and assigns of the parties.
- 19.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.5 Time is of the essence for each and every provision of this Agreement.
- 19.6 In the performance of this Agreement, Auditor 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.
- 19.7 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and 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 thereof, as the case may be, and not such heading, shall control and govern in the 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 form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.8 The waiver by City or Auditor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such 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 Auditor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 19.9 Auditor shall not be liable for any failure to perform if Auditor 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 Auditor.
- 19.10 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 of 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 of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Lake County, California and Auditor hereby consents to jurisdiction in Lake County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.11 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.
- 19.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.13 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Auditor 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 by City and Auditor.

- 19.14 Auditor 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 Auditor 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. 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.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of Lakeport

By: Margaret Silveira  
Margaret Silveira, City Manager

Date: \_\_\_\_\_

“Auditor”  
JJACPA

By: Joseph Arch, CPA  
Joseph Arch, CPA, President

Date: 6/28/16

By: Brett Jones, CPA  
Brett Jones, CPA, Secretary

Date: 6/28/16

Attest:

By: Kelly Buendia  
Kelly Buendia, City Clerk

Date: 8-1-16

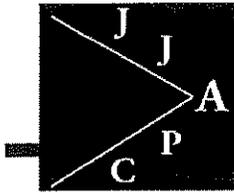
Approved as to form:

By: David J. Ruderman  
David J. Ruderman, City Attorney

Date: 8/2/16

**EXHIBIT A**

**SCOPE OF SERVICES**



ATTACHMENT 1  
JJACPA, Inc.

A Professional Accounting Services Corp.

May 4, 2016

Daniel Buffalo, Finance Director  
City of Lakeport  
225 Park Street  
Lakeport, CA 95453

Dear Dan:

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, 2016, 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, 2016. 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) [*and, if applicable, in accordance with any state or regulatory audit requirements*]. 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:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	6/27/16	7/1/16
Mail confirmations	7/1/16	7/1/16
Delivery of Trial Balance	11/7/16	11/7/16
Perform year-end audit procedures	11/14/16	11/18/16
Issue audit reports	12/16/16	12/16/16

Joseph J. Arch, 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 \$27,350. 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,

A handwritten signature in black ink, followed by the letters "CPA" in a plain font.

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: \_\_\_\_\_



California Society of CPAs  
1800 Gateway Dr., Ste. 200  
San Mateo, CA 94404

March 24, 2014

Joseph James Arch, CPA  
JJACPA, Inc.  
7080 Donlon Way Ste 204  
Dublin, CA 94568

Dear Mr. Arch:

It is my pleasure to notify you that on March 19, 2014 the California Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is March 31, 2017. This is the date by which all review documents should be completed and submitted to the administering entity. If your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

A handwritten signature in black ink that reads "Linda McCrone".

Linda McCrone, CPA  
Director, Peer Review Program

cc: Keith A May

Firm Number: 10155457      Review Number 355199



System Review Report

To the Stockholders

JJACPA, Inc.

and the Peer Review Committee of the California Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of JJACPA, Inc. (the firm) in effect for the year ended September 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of JJACPA, Inc. in effect for the year ended September 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. JJACPA, Inc. has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Richey May &amp; Co." with a stylized flourish at the end.

Englewood, Colorado

January 7, 2014

**AMENDMENT No. # 1 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Lakeport and JJACPA, Inc.)

This Amendment No. #1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 1st day of November , 2016 at Lakeport, California, by and between the City of Lakeport, a municipal corporation, 225 Park Street, Lakeport, California 95453 (“City”) and JJACPA, Inc., 349 Main Street, Suite 204, Pleasanton, CA 94566-6663. (“Consultant”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Consultant” dated June 1, 2016, in the following fashion:

- A. “City” and “Consultant” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: \_\_\_\_\_.

- B. “City” and “Consultant” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$32,350.00.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Lakeport**

**“Consultant”**  
**JJACPA, Inc.**

By: \_\_\_\_\_  
Margaret Silveira, City Manager

By: \_\_\_\_\_  
Joseph Arch, CPA, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brett Jones, CAP, Secretary

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Hilary Britton, Deputy City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
David J. Ruderman, City Attorney

Date: \_\_\_\_\_

**Addendum to the City of Lakeport Contract For Audit Services for Fiscal Year Ended June 30, 2016**

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The City has requested an addendum to the engagement letter dated May 4, 2016 to prepare the Comprehensive Annual Financial Report for City staff review.

In prior years, City staff prepared the financial statements and provided them to the auditors, so hours were moved from the higher level of review to staff preparation. We would also need to import the current City trial balance into a more comprehensive format that would require additional work to convert it to a version that can be linked to the CAFR.

These changes resulted in the following computation:

Financial statement preparation –

	Staff Accountant - 50 hours @ \$100 =	\$5,000
Change from review	President/CEO - 8 hours @ \$150 =	(1,200)
Trial balance format	Staff Accountant - 12 hours @ \$100 =	<u>1,200</u>
Net change to contract		<u>\$5,000</u>

If we determine that fewer hours are needed either for the financial statement preparation or converting the trial balance format, we will pass along the savings to the City and keep these amounts separate in our billings. In no event would our fees exceed the total cost to provide these services presented here.



# CITY OF LAKEPORT

- City Council   
City of Lakeport Municipal Sewer District   
Lakeport Redevelopment Successor Agency   
Lakeport Industrial Development Authority   
Municipal Financing Agency of Lakeport

## STAFF REPORT

**RE:** 2016 Speed Zone Study Public Hearing

**MEETING DATE:** 11/01/2016

**SUBMITTED BY:** Kevin M. Ingram, Community Development Director

**PURPOSE OF REPORT:**  Information only  Discussion  Action Item

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

The City Council is being asked to conduct a public hearing to consider the adoption of an ordinance revising Chapter 10.16 of the Lakeport Municipal Code establishing speed zones based on the recommendations of the 2016 Speed Zone Study conducted by Dow & Associates.

### BACKGROUND/DISCUSSION:

In June of 2016 an engineering and traffic study was performed for all of the current speed zones in the City. This speed zone survey was completed for the City by staff of the Lake County/City Area Planning Council as part of the 2015/16 Transportation Planning Work Program. Section 40802 of the California Vehicle Code requires that speed zones be justified by an engineering and traffic survey every five years if the local authority wishes to enforce the speed limit on that facility by radar or other electronic device. Furthermore, traffic and engineering surveys are mandated by the legislature as a prerequisite to speed zone establishments to ensure that resulting speed zones are reasonable and safe. Reasonable speed limits are those that somewhat conform to the actual behavior of the majority of motorists who drive the street under study. Therefore, a major component of a traffic and engineering survey is a sample of prevailing speeds.

Phil Dow of Dow & Associates provided a presentation of the 2016 Speed Zone Study to City Council on October 18, 2016. The Council received the study and made a motion to introduce the proposed Ordinance revising speed zones in the City to reflect the recommendations of the conducted study.

The following changes to existing speed zones within the City include the following:

1. Bevins Street from Lakeport Boulevard to Bevins Court;
2. Hartley Street from Twentieth Street to the northern City Limits;
3. Martin Street from Bevins Street to the western City Limits;
4. Parallel Drive from old City Limits (near Chester Avenue) to Lakeport Boulevard; and
5. Twentieth Street from Alden Avenue to Hartley Street.

All recommendations were reviewed with city staff (Public Works, Police and Community Development Departments) on July 28, 2016. Staff concurs with these recommendations.

Attached for your consideration are the following excerpts of the 2016 Speed Zone Study:

- Table 1—*City of Lakeport Speed Zone Recommendations*

- Appendix A: In-depth Analyses (Descriptions for roadway segments where changes to previous speed limits are recommended)

A complete copy of the 2016 Speed Zone Study in addition to the Hartley Street Extended 25 MPH Prima Facie Speed Limit specific study referenced in the main study may be viewed with the Community Development Department at City Hall, 225 Park Street, Lakeport, CA and may be made available upon request.

**OPTIONS:**

1. After conducting the public hearing and consideration of the proposed ordinance revision to Chapter 10.16 of the Municipal Code adopt the proposed Ordinance as presented by staff.
2. After conducting the public hearing and consideration of the proposed ordinance revision to Chapter 10.16 of the Municipal Code, direct staff to make modifications or revisions to the proposed Ordinance.
3. After conducting the public hearing and consideration of the proposed minor amendments and revisions to Chapter 10.16 of the Municipal Code, take no action or take action to deny the proposed Ordinance.

**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: None

**SUGGESTED MOTIONS:**

Move to adopt the ordinance revising Chapter 10.16 of the Lakeport Municipal Code establishing speed zones within the City.

- Attachments:**
1. Draft Ordinance Amending Chapter 10.16 of the Lakeport Municipal Code establishing speed limits within the City.
  2. 2016 Speed Zone Study, Table 1—City of Lakeport Speed Zone Recommendations
  3. 2016 Speed Zone Study, Appendix A: In-depth Analysis

**ORDINANCE NO. (2016)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEPORT AMENDING  
CHAPTER 10.16 OF THE LAKEPORT MUNICIPAL CODE TO REFLECT THE  
PERFORMANCE OF A SUPPLEMENTARY ENGINEERING AND TRAFFIC SURVEY**

**WHEREAS**, the *Lakeport Municipal Code* Chapter 10.16 sets forth speed limits in the City of Lakeport established by engineering and traffic surveys consistent with California Vehicle Code Section 40802; and

**WHEREAS**, recent engineering and traffic surveys have been performed by a registered professional engineer who is recommending changes in the speed zoned for various locations.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEPORT DOES ORDAIN  
AS FOLLOW:**

**SECTION 1. Amendment to Chapter 10.16 "Speed Limits"**

Chapter 10.16 of Title 10 of the Lakeport Municipal Code is amended as follows. Additions are denoted by underlined text and deletions by ~~struck through text~~.

**Chapter 10.16  
SPEED LIMITS**

10.16.010 Twenty miles per hour.

- A. Lange Street from Loch Drive to Lakeshore Boulevard ~~to Forest Drive~~.

10.16.020 Twenty-five miles per hour.

- A. All city streets unless posted otherwise.

10.16.025 Twenty-five miles per hour recommended to be posted.

- A. Armstrong Street from Berry Street to Martin ~~Main~~ Street.  
B. Giselman Street from Lakeshore Boulevard to Lange Street.  
C. Hartley Street from Hillcrest to northern City Limits.  
D. Mellor Drive from Eleventh Street to one hundred-seventy feet north of Page Drive.  
~~E.~~ Sixth Street from Spurr Street to Main Street.  
F. Sixteenth Street from Mellor Drive to High Street.  
G. Twentieth Street from Hartley Street to High Street.

10.16.030 Thirty miles per hour.

- A. Bevins Street from Bevins Court to Martin Street ~~to Lakeport Boulevard~~.

- B. Forbes Street from Martin Street to Clear Lake Avenue.
  - C. Hartley Street from Clear Lake Avenue to ~~Twentieth Street~~ Hillcrest Drive.
  - D. High Street from Clear Lake Avenue to Twentieth Street.
  - E. Lakeport Boulevard from ~~Main Street~~ western Parallel Drive to Main Street.
  - F. Lakeshore Boulevard from High Street to Lange Street.
  - G. North Main Street from First Street to Clear Lake Avenue.
  - H. South Main Street from First Street to five hundred seventy-five feet south of Lakeport Boulevard.
  - I. Martin Street from ~~South~~ Smith Street to Main Street.
  - J. Parallel Drive from Lakeport Boulevard to north of Craig Avenue.
  - K. Eleventh Street from North Main Street to one thousand one hundred feet west of Mellor Drive.
  - ~~K~~. Twentieth Street from Will-O-View Street to Hartley Street to ~~Alden Avenue~~.
- 10.16.040 Thirty-five miles per hour.
- A. ~~Hartley~~ Bevins Street from ~~Twentieth Street~~ to northern city limits Lakeport Boulevard to Bevins Court.
  - B. Lakeshore Boulevard from Lange Street to northern city limits.
  - C. South Main Street from five hundred seventy-five feet south of Lakeport Boulevard to southern city limits.
  - D. ~~Parallel Drive~~ from one thousand eight hundred fifty feet north of the Todd Road junction north to Lakeport Boulevard E. Eleventh Street from one thousand one hundred feet west of Mellor Drive to western city limits.
- 10.16.050 Forty miles per hour.
- A. Martin Street from ~~Bevins~~ Smith Street to western city limits
- 10.16.060 Forty-five miles per hour.
- A. From ~~SR~~ State Route 175 north to Chester Lane, approximately one thousand seven hundred eighty feet.
- ~~10.16.070 From Chester Lane (one thousand eight hundred eighty feet south of Todd Road) north to one thousand eight hundred fifty feet north of Todd Road.~~

**SECTION 2. Severability:** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

**SECTION 3. CEQA.** This ordinance is exempt from review under the California Environmental Quality Act (CEQA). Pursuant to section 15061(b)(3) of the CEQA Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment. The ordinance will not result in any foreseeable environmental impact because it sets speed limits in line with normal traffic flows as determined by an Engineering & Traffic Survey.

**SECTION 4. Effective Date.** This ordinance shall take effect thirty (30) days after adoption as provided by Government Code section 36937.

**SECTION 5. Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. Pursuant to Government Code section 36933, a summary of this Ordinance may be published and posted in lieu of publication and posting the entire text.

INTRODUCED and first read at a regular meeting of the City Council on the 18<sup>th</sup> day of October, 2016, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

FINAL PASSAGE AND ADOPTION by the City Council of Lakeport occurred at a meeting thereof held on the 1<sup>st</sup> day of November 2016, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
MARC SPILLMAN, MAYOR

ATTEST:

\_\_\_\_\_  
KELLY BUENDIA, City Clerk  
City of Lakeport

**TABLE 1  
CITY OF LAKEPORT SPEED ZONE RECOMMENDATIONS  
2016**

SITE	ROAD NAME	FROM	TO	VOL.	85th % 2016	85th % 2011	PACE	ACC.	EXIST. SPEED LIMIT	REC.	ENFORCE- MENT PRIORITY
1	Armstrong Street	Berry Street	Main Street	480	29	30	21-30	NF	NP	25	
2	Bevins Street	Bevins Court	Martin Street	3530	35	35	26-35	NF	30	30	
3	Bevins Street	Lakeport Boulevard	Bevins Court	4070	39	35	30-39	NF	30	see p. 25	H
4	South Forbes Street	Martin Street	6th Street	2710	34	34	25-34	NF	30	30	
5	North Forbes Street	6th Street	Clear Lake Avenue	3010	32	32	24-33	NF	30	30	
6	Giselman Street	Lakeshore Boulevard	Lange Street	740	28	29	20-29	NF	NP	25	
7	Hartley Street	Clear Lake Avenue	20th Street	1660	36	36	28-37	NF	30	30	M
8	Hartley Street	20th Street	City Limits	1660	34	39	26-35	NF	30	see p. 27	H
9	High Street	Clear Lake Avenue	20th Street	6630	36	35	28-37	NF	30	30	M
10	Lakeport Boulevard	Parallel Drive	Main Street	8510	34	33	32-41	NF	30	30	
11	Lakeshore Boulevard	High Street	Lange Street	4780	37	35	29-38	F	30	30	M
12	Lakeshore Boulevard	Lange Street	City Limits	5050	38	39	30-39	NF	35	35	
13	Lange Street	Loch Drive	Lakeshore Boulevard	400	24	22	15-24	NF	20	20	
14	North Main Street	1st Street	Clear Lake Avenue	9480	30	30	23-32	NF	30	30	
15	South Main Street	Martin Street	1st Street	10690	28	29	21-30	NF	30	30	
16	South Main Street	Lakeport Boulevard	Martin Street	11510	30	32	23-32	F	30	30	
17	South Main Street	City Limits	Lakeport Boulevard	10460	39	39	31-40	NF	35	35	
18	South Main Street	City Limits	Lakeport Boulevard	9930	40	39	31-40	NF	35	35	
19	South Main Street	City Limits	Lakeport Boulevard	8300	40	40	32-41	NF	35	35	
20	Martin Street	Bevins Street	Main Street	2540	36	35	27-36	NF	30	30	M
21	Martin Street	City Limits	Bevins Street	800	45	43	35-44	NF	35	see p. 29	H
22	Mellor Drive	11th Street	End	720	32	32	24-33	NF	25	25	M
23	Parallel Drive	Lakeport Boulevard	North of Craig Avenue	2450	36	38	27-36	NF	30	30	M
24	Parallel Drive	Old City Limits	Lakeport Boulevard	1710	50	48	41-50	NF	35	see p. 31	M
25	Parallel Drive	State Route 175	Old City Limits	1600	49	55	40-49	NF	NP	45	
26	6th Street	Spurr Street	Main Street	390	22	26	8-17	NF	25	25	
27	11th Street	Pool Street	North Main Street	9210	33	34	25-34	NF	30	30	
28	11th Street	1100' w/o Mellor Drive	Pool Street	11040	36	36	27-36	NF	30	30	M
29	11th Street	City Limits	1100' w/o Mellor Drive	10930	39	40	30-39	NF	35	35	
30	16th Street	Mellor Drive	High Street	880	29	30	21-30	NF	NP	25	
31	20th Street	Hartley Street	High Street	1160	31	31	22-31	NF	25	25	M
32	20th Street	Alden Avenue	Hartley Street	450	36	34	26-35	NF	25	see p. 33	M

VOL: Volume in vehicles per day  
 ACC: Accident experience is shown either as an "F" (a Factor), or an "NF" (Not a Factor) in consideration of speed limit recommendation

## **Appendix A**

- **In-depth Analyses**

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### **Site #3: Bevins Street – Lakeport Boulevard to Bevins Court**

**Issue:** The Critical Speed monitored in 2016 is 39 mph, a full 4 mph higher than in 2011. The existing Critical Speed would warrant a speed limit of 40 mph unless adjusted. There are factors with the roadway and adjacent development that could warrant establishment of the speed limit at 35 miles per hour.

**Existing Conditions:** Bevins Street is an important Collector street in the Lakeport street system. It carries approximately 4,070 vehicles per day in the street segment under review. Adjacent land use is industrial and commercial and continues to develop. This street segment is characterized by the following:

- Steep vertical curves (in excess of 12%) as well as horizontal curves with a single tangent section
- A junction (Bevins Court) at the crest of a steep vertical curve, resulting in poor sight distance
- Obscured driveways due to topography
- Partially built street segments
- Inconsistent but generally narrow pavement width
- Discontinuous sidewalks, some with obstructions such as utility poles
- On-street parking on the west side that limits SB lane width to 10 feet or less in vicinity of Gateway Business Park (Figure 1, p. 35)
- On-street parking adjacent to O’Meara Brothers Brewing Company limits SB travel lane 7 feet or less at most southerly extent of new sidewalk improvements (Figure 2, p. 35)

**Analysis:** Although the vertical curves on Bevins are readily apparent to the reasonable and prudent driver, obscured driveways and the crest-top junction of Bevins Court are not readily apparent, even at moderate speeds. Furthermore, on-street parking constrains travel lanes to widths that are usually unexpected on urban streets.

#### **Recommendations:**

1. There are conditions present on Bevins Court that warrant establishing a speed limit lower than that suggested by the 85<sup>th</sup> Percentile (Critical) Speed. Therefore, the recommended speed limit is 35 mph.
2. It is recommended that all on-street parking be removed adjacent to curb, gutter & sidewalk on west side of Bevins adjacent to O’Meara Brothers Brewery.
3. It is recommended that the City of Lakeport consider removal of all on-street parking on the west side of Bevins Street adjacent to the Gateway Business Park.

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## Site #8: Hartley Street – 20<sup>th</sup> Street to City Limits

**Issue:** Although Hartley Street south of 20<sup>th</sup> Street is straight and relatively flat, the segment to the north is characterized by steep (>12%) grades and horizontal curves (Figure 3, p. 36). The topography makes it difficult for motorists to maintain constant speeds. The Critical Speed monitored near the north City Limits produced a Critical Speed as high as 44 mph; the segment north of 20<sup>th</sup> Street produced a Critical Speed of 34 mph. Furthermore, the entire segment is an adopted route to school, with much of the street north of Boggs Lane lying adjacent to the Lakeport schools complex property.

**Existing Conditions:** This segment of Hartley Street carries approximately 540 vehicles per day and meets the county-maintained segment (Hartley Road) near the northerly extent of the schools property. Adjacent land is sparsely developed, but primarily residential and open. This street segment is characterized by the following:

- Steep vertical curves (in excess of 12%) and moderate horizontal curves. (Figure 4, p. 36)
- A junction (Hillcrest Street) at the crest of a steep vertical curve, as well as on a side-hill (Boggs Lane) closely adjacent to the crest. Both result in poor sight distance
- Sight distance limitations due to roadside trees and shrubbery.
- Very limited pedestrian improvements (just north of 20<sup>th</sup> Street and adjacent to Jerry & Anastasia streets). Both segments are on the west side of the street.
- Areas of very limited paved shoulders; in most areas paved shoulders are lacking.
- Insufficient width to accommodate bicycle lanes.
- A marked school crosswalk at Anastasia Street that provides access to 4 schools in Lakeport complex.
- Hartley Road was identified as an access route in the Lake County Safe Routes to Schools Plan.

**Analysis:** The southerly portion of this segment (between 20<sup>th</sup> Street and Hillcrest Street) is constrained by a steep vertical curve and STOP signs at both intersections that somewhat control speeds. The Critical Speed monitored for this segment is 34 mph. However, areas monitored to the north of Boggs Lane ranged from 39 mph in 2011 to 44 mph in 2015. There are few tangent and level areas where these higher speeds were monitored. It appears that the combination of vertical and horizontal curvature is responsible for producing inconsistent results in this area. Since much of the frontage of the area north of Boggs Lane lies adjacent to the schools, and Hartley Street is a component of the Safe Routes to School Plan for Lake County, it would be inadvisable to post speed limits of 40 mph or 45 mph (as indicated by 85<sup>th</sup> Percentile) for the segment from Hillcrest to the City Limits. School children walk along this street (as well as cross it) and there few and disjointed pedestrian facilities to accommodate pedestrian movements.

The following recommendations are made on the premise that an extended school zone advisory speed of 25 mph on an un-zoned street may be more effective at controlling speeds than a conflicted message of 40 mph speed signing in an area that is largely within the limits of a 25 mph school zone.

**Recommendations:**

1. Maintain the existing speed limit of 30 mph, as substantiated herein, for that segment of Hartley Street between 20<sup>th</sup> Street and Hillcrest Drive.
2. Remove speed zone posting for the segment of Hartley Street between Hillcrest Drive and the north City Limits, subject to successful completion of (3.) below:
3. Complete an engineering study consistent with Section 627 of the California Vehicle Code to support the extension of the school zone speed limit for up to 1,000 feet south of the school grounds.
4. Upon successful completion of (3.) above, place a School Speed Limit Assembly (25 MPH) approximately 775 feet south of school grounds facing NB traffic. Remove the existing S1-1 School Zone sign at this location. Remove the unauthorized School Speed Limit Assembly (25 MPH) sign approximately 648 feet north of the school grounds.
5. Remove other standard R2-1 speed limit signs in the segment north of Hillcrest to the City Limits.

Note: For all sign references, see excerpts from the California MUTCD 2014 on pages 39 to 42.

## Site #21: Martin Street – City Limits to Bevins Street

**Issue:** The Critical Speed monitored in 2016 is 45 mph, which is an increase of 2 mph since last monitored in 2011. The existing speed limit is 35 mph would need to be increased to 45 mph unless there are factors within the roadway and adjacent development that could warrant establishment of a lower speed limit of 40 miles per hour. Even so, the eastbound approach to the Bevins Street junction at Martin Street remains hidden because it lies just beyond (and below) a hill crest. This raises a concern with raising the speed limit on this segment.

**Existing Conditions:** This segment of Martin Street transitions from a country road under County maintenance to a partially developed public facility and residential area. The street is narrow, sometimes only 24 feet, pavement condition is poor, and sloping terrain to the south as well as shrubbery on both sides obscures the view of intersecting driveways (Figure 5, p. 37). The hill crest near the eastern terminus of this segment obstructs the view of the Bevins Street junction (Figure 6, p. 37). The County maintained segment to the west is zoned at 40 mph.

**Analysis:** A speed limit lower than indicated by the Critical Speed (45 mph) is warranted by conditions that are not readily apparent to the prudent driver. The conditions relevant are driveway obstructions west of Smith Street as well as the obstructed gravel driveway that forms a four-way intersection at Smith Street. In addition, the junction of Bevins Street is discernible eastbound only about 275 feet from the junction. This is the stopping design distance for an approach speed of 40 mph. There is no margin for error. Even with a reduced recommended speed limit of 40 mph, further mitigation is needed to accommodate for the blind junction approach at Bevins Street.

### Recommendations:

1. Shorten the limits of the speed zone reviewed herein to be applicable from the west City Limit to Smith Street.
2. Establish the speed limit on the segment of Martin Street from the west City Limit to Smith Street at 40 mph.
3. Extend the limits of the speed zone established herein for the segment from Bevins Street to Main Street (Site 20) westward to Smith Street so that the segment runs from Smith Street to Main Street.
4. Establish the speed limit for the Martin Street segment between Smith Street and Main Street to be 30 mph based on analysis completed herein.
5. Install an R2-1 (30) sign for eastbound traffic at the southeast corner of the intersection of Martin and Smith Street/gravel road.
6. Clear brush along south side of Martin west of Smith Street to improve sight distance to driveways and gravel road.

7. Install an R2-1 (40) sign for westbound traffic along embankment on north side of the street west of Smith Street.
8. Replace existing R2-1 (35) speed limit sign west of Orchard Street with R2-1 (30) speed limit sign.
6. Replace existing R2-1 (35) sign near City Limits and S.R. 29 overcrossing with an R2-1 (40) sign.

Note: For all sign references, see excerpts from the California MUTCD 2014 on pages 39 to 42.

## Site #24: Parallel Drive – Old City Limits to Lakeport Boulevard

**Issue:** For many years Parallel Drive has been reviewed in three separate segments for the purpose of speed zone analysis. The segment from Lakeport Boulevard northward to beyond Craig Avenue has different characteristics than the street south of the roundabout. Until rather recently, only a short segment south of the roundabout was within the City Limits and that was reviewed separately. Historically, the County segment of Parallel Drive remained un-zoned until the Mendocino College campus was built to the south. Although the City of Lakeport annexed land including the entire stretch of Parallel Drive, speed analysis was completed on all three segments in the 2016 Speed Zone Study. Speed zone monitoring at Study Site 24 – Old City Limit to Lakeport Boulevard, indicated a critical speed of 50 mph, which is 2 mph higher than last monitored in 2011. This is despite that adjacent land use changes are abrupt in this area and horizontal curvature obstructs the view of driveways and the roundabout. The Critical Speed on this segment is actually 1 mph higher than the long, straight segment from Old City Limit to S. R. 175. The existing speed limit on this segment is 35 mph based on the 2011 Speed Zone Study. Under current guidelines, the speed limit on this short segment should be established at 50 mph. There are existing conditions that are not readily apparent to the reasonable and prudent driver that would warrant a reduction to 45 mph. Even with that, there are concerns regarding obstructions to sight distance, due to horizontal curves, that obstruct driveways in the area of abrupt roadside land use changes.

**Existing Conditions:** Parallel Drive is a frontage road to S.R. 29 that serves as one of Lakeport's arterials. It serves approximately 1,710 vehicles per day on relatively flat terrain. The subject segment transitions abruptly from a moderately intensive commercial area to a relatively undeveloped area to the west and freeway frontage on the east. The northern terminus of this segment is at the Lakeport Boulevard roundabout; the southern terminus is at a segment that consists of a long tangent to the junction at S.R. 175. Street width is approximately 34 feet, pavement is good, and there are some shoulders on the south and curbs, gutters, and sidewalks adjacent to the developed area at the north end. The existing speed limit for this segment is 35 mph and it is signed as such both northbound and southbound.

**Analysis:** A field review at the site noted that there is a 35 mph sign at the south end of the segment (facing NB traffic) and a Curve Warning Sign with supplemental 35 MPH Advisory Sign in advance of the horizontal curve that transitions into the commercial area at the north end of the segment (Figure 7, p. 38). Traffic is guided through the curve by three properly spaced chevrons behind guardrail. Other than a metal building on the right (east), an approaching driver has no indication that a commercial area lies beyond the next horizontal curve or that a roundabout lies around the next corner. It is practice to warn of traffic control devices if they are obscured or otherwise than hidden from view by approaching drivers. No such warning now exists. A roundabout warning sign should be installed at an appropriate location on the northbound approach. Furthermore, since existing signage is ineffective, another approach

regarding speeds in this short, transitional segment should be considered. Reliance on enhanced warning devices may be more effective than regulatory devices.

**Recommendations:** The basis of recommendations that follow is that the subject segment of Parallel Drive identified as Site 18 in the 2016 Speed Zone Study should no longer be speed zoned. It is a short segment that transitions from a relatively undeveloped area to a commercial area that would benefit more from additional warning signs than ineffective speed zoning. It was monitored separately in the 2016 study as a remnant of previous history when Parallel Drive was both a City street and a County maintained road.

1. Delete this segment of Parallel Drive from the list of Lakeport street segments to be zoned for speed control.
2. Remove existing R2-1 (35) speed sign near the south terminus of the subject segment.
3. Install a W2-6 Roundabout Advance Warning Sign with supplemental "Roundabout" plaque approximately 30 feet south of the large commercial "KARATE" sign adjacent to embankment on east side of the street. This location is approximately 490 feet from nose of the Lakeport Boulevard/Parallel Drive roundabout.
4. Install a W1-2 (Rt.) Curve Warning Sign with 35 mph Advisory Speed plaque positioned on the west side of street in advance of the southbound approach to the horizontal curve that leads to the tangent segment of Parallel Drive.
5. Remove existing R2- 1 (35) Speed Limit sign facing southbound traffic north of the roundabout.
6. Monitor travel speeds within this segment within 1 year after changes have been implemented and propose adjustments as warranted.

Note: For all sign references, see excerpts from the California MUTCD 2014 on pages 39 to 42.

## Site #32: 20<sup>th</sup> Street – Alden to Hartley Street

**Issue:** The Critical Speed for this segment of 20<sup>th</sup> street was determined to be 36 mph in the 2016 Speed Zone Study. This is 2 mph higher than when previously monitored in 2011. Without valid reasons to downgrade, the appropriate recommendation would be for a 35 mph speed limit on this residential street. Although much of the street is approximately 40 feet wide and on tangent alignment, the western portions are narrower and have horizontal curvature. Consistent speed monitoring for the street as a whole is affected in that there is a gap in adjacent development that is conducive to higher travel speeds. As indicated by the 85<sup>th</sup> Percentile, a 35 mph speed zone through a residential area is inconsistent with residential neighborhoods. Even a reduction to 30 mph is judged to be inappropriate for the narrower and curvy area near the western terminus of the street.

**Existing Conditions:** Traffic volumes on 20<sup>th</sup> Street are approximately 450 vehicles per day. The easternmost segment lies within a well-established residential area. There is a westerly transition into a newer area of development with a significant gap between (Figure 8, p. 38). The westernmost portion of this segment is currently developing as a residential area but the street is narrower and transitions into horizontal curvature and then vertical curvature. On-street parking exists throughout. The wider eastern area has a street width of 40 feet, but narrows to the west.

**Analysis:** The character of the street and roadside development changes to the west of Will-O-View Street, even though the 2016 Speed Zone Study assumed that the selected speed limit would be applicable from Alden Avenue to Hartley Street. West of Will-O-View Street, density increases, the street narrows, and there is less curb, gutter and sidewalk. The street conforms to a hilly topography with horizontal, and then vertical and horizontal curvature. The speed zoning that may be appropriate for conditions to the east is unlikely to be appropriate in the west. Along the eastern portion from Hartley Street there are conditions that are not apparent to the reasonable and prudent driver due to a gap in development followed by a horizontal curve, an intersection (Will-O-View), and further residential development.

### Recommendations:

1. Adjust the limits of the western speed zone on 20<sup>th</sup> Street from Alden Avenue to Hartley Street to Will-O-View Street to Hartley Street.
2. Establish the speed limit on 20<sup>th</sup> Street from Will-O-View Street to Hartley Street at 30 miles per hour.
3. Install an R2-1 (30) speed limit sign, visible to westbound traffic, west of the Hartley Street.
4. Install an R2-1 (30) speed limit sign, visible to eastbound traffic, east of Will-O-View.

Note: For all sign references, see excerpts from the California MUTCD 2014 on pages 39 to 42.

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**Figure 1: View to north along Bevins Street. On-street parking adjacent to Gateway Business Park constrains southbound travel lane to less than 10 feet in locations.**



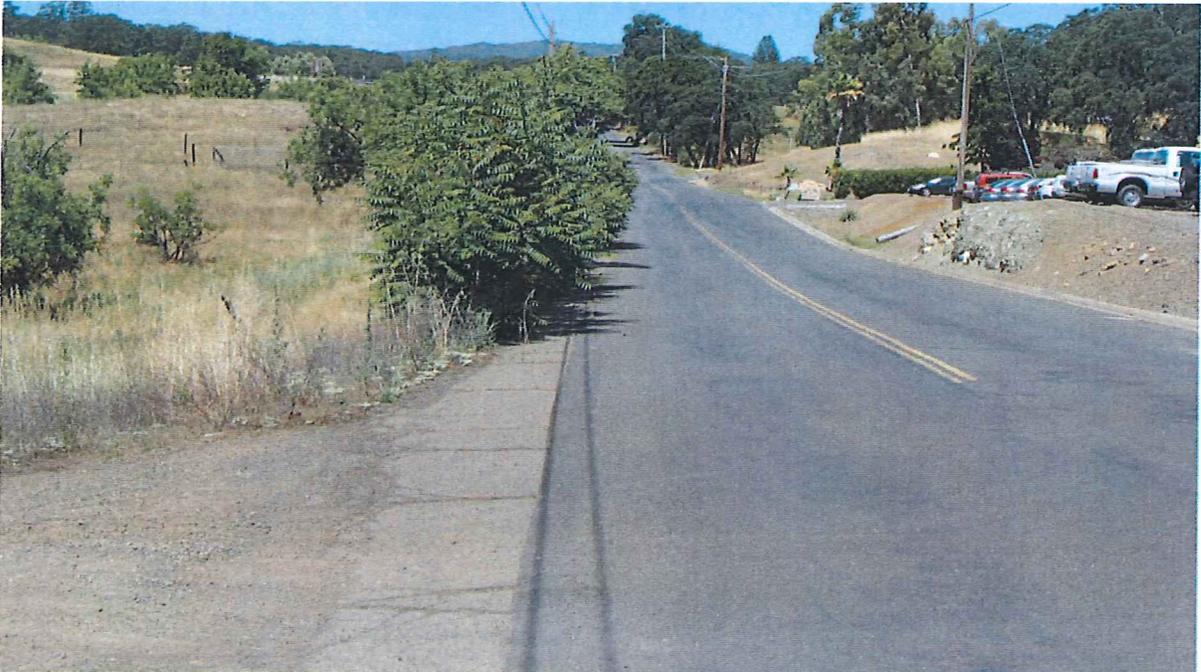
**Figure 2: View to south along Bevins Street. Permitted parking due to lack of red curb and signing reduces southbound lane width to below standard.**



**Figure 3: View south along Hartley Street from the north City Limit. Horizontal and vertical curvature depicted here is typical of the entire street segment.**



**Figure 4: View to the north along Hartley Street. Horizontal and vertical curvature obstructs the view of vehicles and potential pedestrians.**



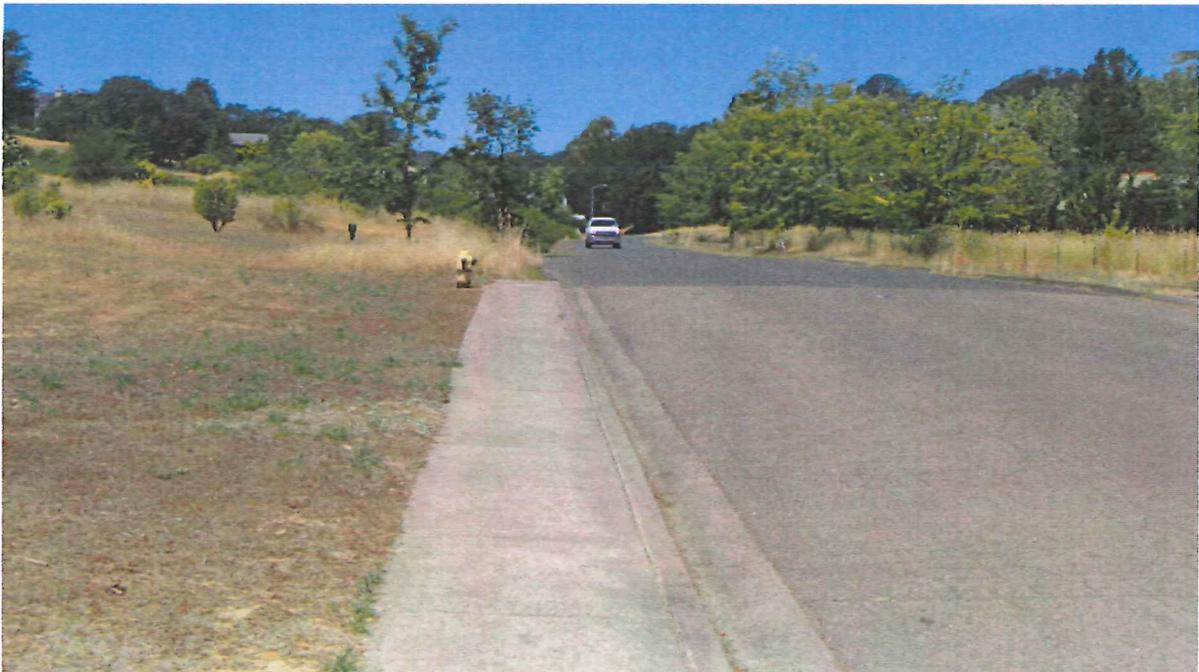
**Figure 5: View of Martin Street to the west from the Smith Street intersection depicts sight distance obstructions due to overgrown brush.**



**Figure 6: View along Martin Street to the east depicts how the hill crest obstructs view of the Bevins Street junction that lies ahead and on the right.**



**Figure 7: A 35 MPH sign currently controls traffic ahead of a horizontal curve with an advisory 35 MPH speed on Parallel Drive. If this segment of the street were to be zoned in accordance with CVC standards, the new posted speed would be 45 MPH.**



**Figure 8: A significant stretch of undeveloped land between residential areas contributes to higher travel speeds on 20<sup>th</sup> Street that are higher than desirable.**



# CITY OF LAKEPORT

- City Council
- City of Lakeport Municipal Sewer District
- Lakeport Redevelopment Successor Agency
- Lakeport Industrial Development Authority
- Municipal Financing Agency of Lakeport

<b>STAFF REPORT</b>	
<b>RE:</b> Revision of Prohibited Parking Zones	<b>MEETING DATE:</b> 07/19/2016
<b>SUBMITTED BY:</b> Kevin M. Ingram, Community Development Director	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

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

The City Council is being asked to adopt the attached resolution revising the Prohibited Parking Zones within the City to expand the no parking zone to include the entire frontage of the Gateway Business Park (975 Bevins Street) along the west side of Bevins Street.

### BACKGROUND/DISCUSSION:

On July 19, 2016 the City Council revised the Prohibited Parking Zones within the City to delineate an approximately 0.1 mile section along the west side of Bevins Street between the southern driveway of the Gateway Business Park to just north of Lakeport Boulevard as a ‘no parking’ zone. During the public comment portion of the Council’s discussion a couple members of the public asked the Council to consider extending the prohibited no parking zone along the west side of Bevins Street even further to the north so as to encompass the entire frontage of the Gateway Business Park. It was stated that the frequent parking of vehicles in this area often forced southbound traffic to cross over into the northbound lane to avoid parked cars in this area contributing to an unsafe conditions at this location. Following this discussion the City Council requested that City staff bring this issue back to TSAC for additional review and a possible recommendation.

It should also be noted that the recently completed *2016 Speed Zone Study* (Dow & Associates) also recommends that the entire frontage of the Gateway Business Park be designated as a ‘no parking’ zone. Specifically the *Speed Zone Study* recommends that due to a critical monitored speed of 39 mph the narrow lane lengths in front of the Gateway Business Park are not conducive safe on-street parking and recommends that consideration should be given to the removal of all on-street parking on the west side of Bevins Street adjacent to the Gateway Business Park to improve traffic safety along this corridor. The evaluation of this roadway segment within the *2016 Speed Zone Study* is attached to this report.

During its regular meeting of September 12, 2016, TSAC considered both the public input provided to the City Council on July 19, 2016 and the specific information outlined in the 2016 Speed Zone Study. Following discussion TSAC unanimously approved a motion recommending that the City Council amend Resolution No. 2589 (2016) to prohibit on-street parking along the west side of Bevins Street in front of the Gateway Business Park (975 Bevins Street)

The timing of this action is pertinent as it implements recommendations in the 2016 Speed Zone Study and compliments the recently completed 2016 Bevins Street Pavement Rehabilitation Project. The ‘no parking’ designation will not affect the existing transit stop situated at this location.

**OPTIONS:**

1. Adopt the attached resolution revising the locations of Prohibited Parking Zones within the City of Lakeport.
2. Do not adopt the attached resolution thus keeping the Prohibited Parking Zones within the City the same.

**FISCAL IMPACT:**

None       \$250.00      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 proposed resolution rescinding Resolution No. 2589 (2016) and designating the locations of Prohibited Parking Zones within the City of Lakeport.

- Attachments:**
1. Proposed Resolution
  2. Bevins Street 'No Parking' Area Diagram

**RESOLUTION NO. \_\_\_\_\_ (2016)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT  
RESCINDING RESOLUTION NO. 2589 (2016) AND DESIGNATING (1) THE LOCATIONS OF  
PROHIBITED PARKING ZONES AND (2) THE LOCATIONS OF COUNCIL AUTHORIZED  
EXCEPTIONS TO PROHIBITED PARKING ZONES PURSUANT TO THE PROVISIONS OF  
ORDINANCE NO. 356 (58) OF THE CITY OF LAKEPORT**

**BE IT RESOLVED** by the City Council of the City of Lakeport that Resolution No. 2589 (2016) designating (1) the locations of PROHIBITED PARKING ZONES and (2) the locations of COUNCIL AUTHORIZED EXCEPTIONS TO PROHIBITED PARKING ZONES is hereby rescinded in its entirety.

**BE IT FURTHER RESOLVED** by the City Council of the City of Lakeport that pursuant to the provisions of Ordinance No. 356, ARTICLE II, Section 7 and of ARTICLE III, Section 1 (a), **parking is prohibited** in the following locations:

A. At the following general locations:

1. Within twenty-five feet (25') of the nearest face of curb (edge of pavement where curb does not exist) of an intersecting street.
2. Within twenty feet (20') of a marked crosswalk.
3. Within six feet (6') of an alley or driveway.
4. Within fifteen feet (15') of a fire hydrant.

Distances may be reduced or increased where, at the discretion of the City Engineer, if conditions warrant.

B. At the following specific locations:

1. First Street - Along the north side of First Street extending east from North Main Street to Park Street.
2. First Street - Along the south side of First Street extending east from North Main Street to Clear Lake.
3. Second Street - Along the north side of Second Street extending west from one hundred feet (100') west of the face of the west curb on Crawford Street to one hundred feet (100') east of the face of the east curb on North Russell Street.
4. Third Street - Along the north side of Third Street extending east one hundred feet (100') from the face of the east curb on North Main Street.
5. Third Street - Along the south side of Third Street extending fifty four feet (54') east from one hundred nine feet (109') east of the face of the east curb on Park Street.
6. Fourth Street - Along the north side of Fourth Street extending west from the municipal parking lot to North High Street.
7. Fifth Street - Along the north side of Fifth Street extending from two hundred fifty feet (250') east of the face of the east curb on North Main Street to North Forbes Street.

8. Sixth Street - Along the north side of Sixth Street extending west from North Main Street to Shady Oak Street.
9. Sixth Street - Along the south side of Sixth Street extending west forty feet (40') from the face of the west curb on North Forbes Street.
10. Seventh Street - Along the north side of Seventh Street extending west from North Main Street to North Forbes Street.
11. Eleventh Street - Along the north side of Eleventh Street extending west from North Main Street to the west City limit.
12. Eleventh Street - Along the south side of Eleventh Street extending west from North Main Street to the west City limit.
13. Sixteenth Street - Along the north side of Sixteenth Street extending west from North Main Street to North High Street.
14. Twentieth Street - Along the south side of Twentieth Street extending west one hundred sixty feet (160') from the face of the west curb on North High Street.
15. Armstrong Street - Along the north side of Armstrong Street extending west one hundred fifty feet (150') from the face of the east curb on Smith Street.
16. Armstrong Street - Along the north side of Armstrong Street extending west seventy six feet (76') from one hundred fifteen feet (115') from the face of the west curb on Starr Street.
17. Bevins Court – Along the north side of the street extending east 100 feet from the face of the east curb on Bevins Street.
18. Bevins Street – Along the east side of the street extending north 220 feet from the face of the north curb on Bevins Court.
19. Bevins Street – Along the east side of the street extending north 750 feet from the curb return of the northeast corner of the intersection of Bevins Street and Lakeport Boulevard.
20. Bevins Street—Along the west side of the street extending south 466 feet from the southernmost driveway curb return serving 975 Bevins Street (APN 25-441-16).
21. **Bevins Street—Along the west side of the street to include the entire frontage of 975 Bevins Street (APN 25-441-16).**
22. Boggs Lane - Along the north side of Boggs Lane extending west from Will-O-View Circle to the eastern boundary of 1239 Boggs Lane (APN 26-342-01).
23. Boggs Lane - Along the south side of Boggs Lane extending west from Will-O-View Circle to the eastern boundary of 1239 Boggs Lane (APN 26-342-01).
24. Clear Lake Avenue – Along the north side of Clear Lake Avenue extending east from five hundred feet (500') east of the east curb on North Main Street to Clear Lake.
25. Esplanade - Along the north side of Esplanade extending east two hundred twenty-seven feet (227) from the face of the east curb on South Main Street.
26. Forbes Street - Along the east side of North Forbes Street extending south seventy-seven feet (77') from the face of the south curb on Eleventh Street.

27. Forbes Street - Along the east side of North Forbes Street extending north thirty-two feet (32') from the face of the north curb on Eleventh Street.
28. Forbes Street - Along the west side of North Forbes Street extending south forty-four feet (44') from the face of the south curb on Eleventh Street.
29. Forbes Street - Along the west side of North Forbes Street extending north forty-four feet (44') from the face of the north curb on Eleventh Street.
30. Forbes Street - Along the east side of South Forbes Street extending north one hundred feet (100') from the face of the north curb on Lakeport Boulevard.
31. Forbes Street - Along the west side of South Forbes Street extending north from Lakeport Boulevard to the north end of South Forbes Street.
32. Forest Drive – Along the north side of Forest Drive extending west from the western end of Lange Street to the eastern line of Loch Drive.
33. Forest Drive – Along the south side of Forest Drive extending west 30 feet (30') from the western property line of 275 Lange Street.
34. Forest Drive – Along the south side of Forest Drive extending west 220 feet from the west side of Terrace Drive.
35. Green Street – Along the east side of Green Street extending north from Sayre Street to Hillcrest Drive.
36. Hartley Street - Along the east side of Hartley Street extending north from Sunset Drive to the north City limit.
37. Hartley Street - Along the west side of Hartley Street extending north from Boggs Avenue to Jerry Drive.
38. Hartley Street - Along the west side of Hartley Street extending north from two hundred thirty feet (230') north of Anastasia Drive to the north City limit.
39. High Street - Along the east side of North High Street extending south seventy-six feet (76') from one hundred twenty feet (120") south of the centerline of Second Street.
40. High Street - Along the west side of North High Street extending north from Seventh Street to Eighth Street.
41. High Street - Along the east side of North High Street extending north from Clear Lake Avenue to Lakeshore Boulevard.
42. High Street - Along the west side of North High Street extending north from Clear Lake Avenue to Lakeshore Boulevard.
43. Hillcrest Drive - Along the north side of Hillcrest Drive extending east from Terrace Drive to the eastern boundary of 410 Hillcrest Drive (APN 26-054-24).
44. K Street - Along the north side of K Street extending west from Esplanade to South Main Street.
45. Konocti Avenue - Along the north side of Konocti Avenue extending east fifty-five feet (55') from the face of the east curb on South Main Street.

ATTACHMENT 1

46. Konocti Avenue - Along the south side of Konocti Avenue extending east one hundred thirty-five feet (135') from the face of the east curb on South Main Street.
47. Konocti Avenue - Along the north side of Konocti Avenue extending west from the eastern boundary of 527 Konocti Avenue (APN 25-622-18) to Larrecou Lane.
48. Konocti Avenue - Along the south side of Konocti Avenue extending west from South Forbes Street to the eastern boundary of 527 Konocti Avenue (APN 25-622-18).
49. Lakeport Boulevard - Along the north side of Lakeport Boulevard extending west from South Main Street to State Route 29.
50. Lakeport Boulevard - Along the south side of Lakeport Boulevard extending west from South Main Street to State Route 29.
51. Lakeshore Boulevard - Along the north and west side of Lakeshore Boulevard extending northeasterly from North High Street to the north City limit.
52. Lakeshore Boulevard - Along the south and east side of Lakeshore Boulevard extending northeasterly from North High Street to the north City limit.
53. Lange Street – Along the south side of Lange Street extending east fourteen feet (14') from one hundred thirty-two feet (132 ') east of the east face of curb on Giselman Street.
54. Larrecou Lane - Along the east side of Larrecou Lane extending north from Lakeport Boulevard to Konocti Avenue.
55. Larrecou Lane - Along the west side of Larrecou Lane extending north from Lakeport Boulevard to Konocti Avenue.
56. Lupoyoma Circle - Along the south and west side of Lupoyoma Circle extending northwesterly six hundred twenty-five feet (625') from Lupoyoma Heights.
57. Main Street - Along the east side of North Main Street between the entrance and exit driveways at 650 North Main Street (APN 25-601-08).
58. Main Street - Along the east side of North Main Street between the entrance and exit driveways at 500 North Main Street (APN 25-381-08).
59. Main Street - Along the west side of North Main Street extending north from seventy-two feet (72') north of the face of the north curb on Fourth Street to Fifth Street.
60. Main Street - Along the west side of South Main Street extending south forty-eight feet (48') from forty-two feet (42') south of the face of the south curb on D Street.
61. Main Street - Along the west side of South Main Street extending north three hundred thirty feet (330') from the face of the north curb on Lakeport Boulevard.
62. Main Street - Along the east side of South Main Street extending north from K Street to Konocti Avenue.
63. Main Street - Along the east side of South Main Street extending south sixty feet (60') from the face of the south curb on K Street.
64. Main Street - Along the east side of South Main Street extending south from one hundred fifty feet (150') south of the face of the south curb on Royale Avenue to the south City limit.

65. Main Street - Along the west side of South Main Street extending south one hundred twenty feet (120') from the face of the south curb on Peckham Court.
66. Martin Street - Along the north side of Martin Street extending west one hundred twenty feet (120') from the face of the west curb on South Main Street.
67. Martin Street - Along the north side of Martin Street extending west from South High Street to Forbes Creek.
68. Martin Street - Along the south side of Martin Street extending west from South Main Street to seventy feet (70') east of the face of the east curb on South Polk Street.
69. Martin Street – Along the south side of Martin Street extending east from Bevins Street to Starr Street.
70. Mellor Drive - Along the east side of Mellor Drive extending north one hundred forty feet (140') from the face of the north curb on Eleventh Street.
71. Mellor Drive - Along the west side of Mellor Drive extending north one hundred forty feet (140') from the face of the north curb on Eleventh Street.
72. Orchard Street – Along the west side of Orchard Street extending south from Armstrong Street to Martin Street.
73. Parallel Drive - Along the east side of Parallel Drive extending north from Lakeport Boulevard to Craig Avenue.
74. Parallel Drive – Along the west side of Parallel Drive extending north five hundred feet (500') from Westside Park Road.
75. Park Street - Along the east side of Park Street extending north from sixty-eight feet (68') south to fifty-two feet (52') north of the center of Second Street.
76. Peckham Court - Along the north side of Peckham Court extending west from South Main Street to State Route 29.
77. Peckham Court - Along the south side of Peckham Court extending west from South Main Street to State Route 29.
78. Pool Street - Along the east side of Pool Street extending north forty feet (40') from the face of the north curb on Eleventh Street.
79. Pool Street - Along the west side of Pool Street extending north from Eleventh Street to Clear Lake Avenue.
80. Pool Street – Along the west side of Pool Street extending south from two hundred and twenty-five feet (225') south to three hundred and ten feet (310') from the extension of the face of the south curb of Eleventh Street at the southwest corner of the Pool Street and Eleventh Street intersection.
81. Rose Avenue - Along the north side of Rose Avenue (alley) extending west from North Forbes Street to North High Street.
82. Rose Avenue - Along the south side of Rose Avenue (alley) extending west from North Forbes Street to North High Street.
83. Russell Street – Along the east side of South Russell Street extending north from Martin Street to Armstrong Street.

84. Russell Street - Along the west side of South Russell Street extending north from Martin Street to Armstrong Street.
85. Smith Street - Along the east side of Smith Street extending north from Martin Street to Armstrong Street.
86. Westside Community Park Driveway at 1145 Parallel Drive – along the south side of the driveway extending west from Parallel Drive to the paved parking lot entrance.
87. Westside Community Park Driveway at 1145 Parallel Drive – along the north side at the driveway extending west from Parallel Drive to the designated unpaved parking area.

**BE IT FURTHER RESOLVED** by the City Council of the City of Lakeport that pursuant to the provisions of Ordinance No. 356, ARTICLE III, Section 1 (a) the following prohibited parking locations may be used for parking by the use designated:

- A. The following is designated for “FIRE DEPT” use:
  1. Main Street - Along the west side of North Main Street extending north thirty-four feet (34’) from one hundred twelve feet (112’) north of the face of the north curb on Fourth Street.
- B. The following are designated for “BUS STOP” use:
  1. Third Street - Along the north side of Third Street extending east fifty feet (50’) from forty feet (40’) east of the east face of curb on North Main Street designated “BUS STOP.”
  2. High Street - Along the west side of North High Street extending north twenty-five feet (25’) from fifty-five feet (55’) north of the north face of curb on Fifteenth Street designated “BUS STOP.”
  3. High Street - Along the east side of North High Street extending south twenty-five feet (25’) from eighty feet (80’) south of the south face of curb on Via Del Lago designated “BUS STOP.”
  4. High Street - Along the west side of North High Street extending north twenty-five feet (25’) from ten feet (10’) north of the south face of curb on Via Del Lago designated “BUS STOP.”
  5. Lakeshore Boulevard - Along the west side of Lakeshore Boulevard extending north twenty-five feet (25’) from forty feet (40’) north of the north face of curb on Sayre Street designated “BUS STOP.”
  6. Lakeshore Boulevard - Along the east side of Lakeshore Boulevard extending south twenty-five feet (25’) from forty feet (40’) south of the south face of curb on Lange Street designated “BUS STOP.”
  7. Lakeshore Boulevard - Along the west side of Lakeshore Boulevard extending north twenty-five feet (25’) from three hundred feet (300’) north of the north face of curb on Lange Street designated “BUS STOP.”

8. Main Street - Along the west side of North Main Street extending south ninety three feet (93') from ten feet (10') south of the south face of curb on Third Street designated "BUS STOP."
9. Main Street - Along the west side of South Main Street extending south forty-eight feet (48') from forty-two feet (42') south of the face of the north curb on D Street designated "BUS STOP."
10. Main Street - Along the east side of South Main Street extending north forty feet (40') from sixty feet (60') north of the face of the north curb on K Street designated "BUS STOP."
11. Main Street - Along the east side of South Main Street extending north sixty-three feet (63') from four hundred sixteen feet (416') north of the south City limit designated "BUS STOP."

The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 1<sup>st</sup> day of November, 2016, by the following vote:

AYES:  
NOES:  
ABSTAINING:  
ABSENT:

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MARC SPILLMAN, Mayor

ATTEST:

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HILARY BRITTON, Deputy City Clerk



Projected coordinate system name: NAD 1983 State Plane California II FIPS 0402 Feet  
 Geographic coordinate system name: GCS North American 1983

1 inch = 150 feet

# Revised Bevins Street No Parking Zone Extension



# CITY OF LAKEPORT

- City Council
- City of Lakeport Municipal Sewer District
- Lakeport Redevelopment Successor Agency
- Lakeport Industrial Development Authority
- Municipal Financing Agency of Lakeport

<b>STAFF REPORT</b>	
<b>RE:</b> Resolution to Oppose Proposition 57, the Public Safety and Rehabilitation Act	<b>MEETING DATE:</b> 11/01/2016
<b>SUBMITTED BY:</b> Chief Rasmussen	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

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

The City Council is being asked to adopt a resolution opposing Proposition 57, the Public Safety and Rehabilitation Act.

**BACKGROUND/DISCUSSION:**

At the League of CA Cities annual conference, the League Board of Directors voted to oppose Proposition 57, the Public Safety and Rehabilitation Act of 2016. The League has asked member cities to approve resolutions opposing Proposition 57 as well.

Proposition 57 is likely to only compound the effects of Proposition 47, the "Safe Neighborhoods and Schools Act," which passed in November 2014. Proposition 47 reduced many felonies to misdemeanors, including theft and drug offenses, that directly affect the quality of life in our community. Prior to the passage of Proposition 47, California was experiencing a 10-year trend of decreasing crime, as was the rest of the nation. After the passage of Proposition 47, crime rates in California have increased while the rest of the country has seen property crime reductions.

Proposition 57 labels the following to be non-violent crimes that are eligible for early parole: rape by intoxication; rape of an unconscious person; drive-by shooting; assault with a deadly weapon; domestic violence involving trauma; supplying a firearm to a gang member; lewd acts with a child; arson causing great bodily harm; felon obtaining a firearm; discharging a firearm on school grounds, among others.

**OPTIONS:**

- Adopt the proposed resolution
- Do not adopt the proposed resolution

**FISCAL IMPACT: There are no policy or financial implications to the resolution**

- 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 proposed resolution opposing Prop 57, the Public Safety and Rehabilitation Act.

- Attachments:**
1. Proposed Resolution opposing Prop 57

**RESOLUTION NO. (2016)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT IN OPPOSITION TO PROPOSTION 57, "THE PUBLIC SAFETY AND REHABILITATION ACT OF 2016"**

**WHEREAS**, the City of Lakeport considers it appropriate to oppose actions or initiatives at local, state and federal levels that could jeopardize the public safety; and

**WHEREAS**, Proposition 57, known as the "Public Safety and Rehabilitation Act of 2016" has qualified for the November 8, 2016 General Election ballot in California; and

**WHEREAS**, Proposition 57 is intended to ease over-crowding in prisons, incentivize rehabilitation and provide leniency to inmates who avail themselves of meaningful rehabilitation opportunities; and

**WHEREAS**, Proposition 57 attempts to establish a more reasoned approach for our court system in its disposition of juvenile offenders, as well as standardize and streamline procedures for establishing an offenders' eligibility for parole; and

**WHEREAS**, notwithstanding the objectives of Proposition 57, California has experienced increased and sustained property crime in the aftermath of the 2011 public safety realignment and the passage of Proposition 47 in 2014, leading to an increasing number of crimes being treated as misdemeanors, aggravating a pre-existing shortage of beds in county jails, and resulting in an increasing number of offenders being at liberty on the streets of California's cities; and

**WHEREAS**, according to the Los Angeles Times, violent crime in California rose in California by 10% in 2015, a figure corroborated by crime statistics maintained by the California Department of Justice, which indicate that over 15,000 more violent crimes occurred in California in 2015 than in 2014; and

**WHEREAS**, Proposition 57 would potentially lead to early release for offenders convicted of "non-violent crimes," many of which seem more properly categorized as violent, including throwing acid with the intent to disfigure, and discharging a firearm from a motor vehicle, to name a few, and this triggers concerns that offenders which committed offenses widely regarded as violent will be provided undue leniency; and

**WHEREAS**, Proposition 57 could increase the likelihood of parole for persons convicted of "non-violent" felonies after completing the full term for his or her primary offense, and by disqualifying earned enhancements; and

**WHEREAS**, the passage of Proposition 57 may result in undetermined but negative consequences to public safety and well-being for California's cities and residents alike;

**NOW, THEREFORE, BE IT RESOLVED**, that the CITY COUNCIL OF THE CITY OF LAKEPORT opposes Proposition 57.

**DULY AND REGULARLY ADOPTED** on this 1st day of November, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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**MARC SPILLMAN**, Mayor

**ATTEST:**

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**HILARY BRITTON**, Deputy City Clerk