



AGENDA

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)

Tuesday, June 4, 2019

City Council Chambers, 225 Park Street, Lakeport, California 95453

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

BUDGET WORKSHOP:

5:30 p.m.

- I. CALL TO ORDER & ROLL CALL: 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE:
- III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS: Move to accept agenda as posted, or move to add or delete items.
To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the Agenda being posted.
- IV. CONSENT AGENDA:
The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.
 - A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.
 - B. Minutes: Approve minutes of the City Council regular meeting of May 21, 2019.
 - C. Renew Emergency Resolution: Mendocino Complex Fire Confirm the continuing existence of a local emergency for the Mendocino Complex Fire.
 - D. Renew Emergency Resolution: February 2019 Storms Confirm the continuing existence of a local emergency for the February 2019 Storms.
 - E. Grand Jury: Approve response to the Lake County Grand Jury regarding Lampson Field.
- V. PUBLIC PRESENTATIONS/REQUESTS:
 - A. Public Input: *Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight's agenda. Persons wishing to address the City Council are required to complete a Citizen's Input form and submit it to the City Clerk prior to the meeting being called to order. While not required, please state your name and address for the record. NOTE: Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.*
 - B. Presentation: Presentation of the City of Lakeport Employee Scholarship.
- VI. COUNCIL BUSINESS:
 - A. Administrative Services Director:
 - 1. Electronic Content Management Software: Approve the purchase of Laserfiche software and authorize the City Manager to sign a licensing agreement and the first year's annual maintenance and support agreement with Synapse.
 - 2. New Job Classifications:
 - 1. Approve a new Police Lieutenant and Captain classification series; approve monthly salary changes for the Lieutenant and the Police Chief positions, and approve a salary range for the Captain position, all effective July 2, 2019.
 - 2. Approve a Deputy City Clerk III- Records Supervisor classification at salary range 44, effective July 1, 2019.
 - 3. Planning Commission: Accept resignation of Planning Commissioner Driver and appoint replacement Commissioner from eligibility list.
 - B. City Manager:

1. Martin Street Housing Project Impact Fees: Approve proposed deferral and authorize the City Manager to sign all documents.

VII. CITY COUNCIL COMMUNICATIONS:

- A. Miscellaneous Reports, if any:

VII. ADJOURNMENT:

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

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

Hilary Britton, Deputy City Clerk

MINUTES

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)

Tuesday, May 21, 2019

City Council Chambers, 225 Park Street, Lakeport, California 95453

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

- I. **CALL TO ORDER & ROLL CALL:** Mayor Barnes called the meeting to order at 6:00 p.m. with Council members Mattina, Turner, Parlet, and Spurr present.
- II. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by City Attorney Ruderman.
- III. **ACCEPTANCE OF AGENDA/ URGENCY ITEMS:** A motion was made by Council Member Spurr, seconded by Council Member Mattina, and unanimously carried by voice vote to accept agenda as amended, moving Item VI.B. Fourth of July Operations Plan to V.B. to be addressed after Public Input.
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.
- 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 City Council regular meeting of May 7, 2019.
 - C. Warrants: Approve the warrant register of May 14, 2019.
 - D. Renew Emergency Resolution: Mendocino Complex Fire Confirm the continuing existence of a local emergency for the Mendocino Complex Fire.
 - E. Renew Emergency Resolution: February 2019 Storms Confirm the continuing existence of a local emergency for the February 2019 Storms.
 - F. Application 2019-017: Approve the Lakeside Car and Boat Show event application and agreement between the City of Lakeport and Tony Barthel and David Lakotas and require event staff to continue to meet with city staff to ensure that all concerns and requirements are met prior to the event.
 - G. Application 2019-018: Approve event application 2019-018, with staff recommendations, for the 2019 Pumpkins in October event.
 - H. Application 2019-019: Approve event application 2019-019, with staff recommendations, for the Loki Fest event, and require event organizers to meet with city staff to ensure that all concerns and requirements are met prior to the event.
 - I. Title VI: Adopt the Resolution of the City Council of the City of Lakeport Adopting the City of Lakeport Title VI Plan.
 - J. Third Quarter Financial Data: Review and file the Third Quarter Financial Update.

Vote on the Consent Agenda: A motion was made by Council Member Mattina, seconded by Council Member Turner, and unanimously carried by voice vote to approve the Consent Agenda, items A-J.
- V. **PUBLIC PRESENTATIONS/REQUESTS:**
 - A. Public Input: There was no input offered by the public.

B. Chief of Police: Fourth of July Operations Plan:

The staff report was presented by Chief Rasmussen.

A motion was made by Council Member Spurr, seconded by Council Member Mattina, and unanimously carried by voice vote to receive and file the Illegal Fireworks Police Operation Plan.

C. Presentation:

The Business of the Quarter award was presented by the Lakeport Main Street Association (LMSA) to O'Meara Brothers Brewing Company.

D. Presentation:

Maryanne Petrillo of the West Business Development Center gave a presentation on services for small businesses, including information on upcoming workshops on disaster preparedness for businesses.

VI. COUNCIL BUSINESS:

A. Utilities Superintendent:

1. Bid Award:

The staff report was presented by Public Works Director Grider.

A motion was made by Council Member Turner, seconded by Council Member Spurr, and unanimously carried by voice vote to authorize the City Manager to execute the contract with Carbon Activated Corporation to replace the Granular Activated Carbon in two vessels for an amount not to exceed \$54,372.16.

VII. CITY COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:

City Attorney Ruderman gave no report.

Public Works Director Grider gave no report.

Finance Director Walker reminded the City Council that the budget workshop is scheduled for June 4, 2019 at 5:30 p.m. He also gave an update on the Wi-Fi project at Library Park.

Chief Rasmussen reported that 110 fifth grade students graduated from the DARE program today.

Administrative Services Director/City Clerk Buendia gave no report.

Mayor Barnes reported that he attended the Fire District Meeting, with the passage of Measure M, more fire personnel will be hired for the upcoming fire season.

Council Member Parlet attended the AVA meeting where he learned about contracting with a third party that can assist with citations and has more tools for compliance on abandoned vehicles.

Council Member Mattina reminded everyone that Lakeport schools are out on Friday.

Council Member Spurr participated in the DARE graduation.

Council Member Turner gave no report.

VII. ADJOURNMENT:

Mayor Barnes adjourned the meeting at 6:39 p.m.

Attest:

Tim Barnes, Mayor

Kelly Buendia, City Clerk



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: Continuation of Local Emergency Declaration – Mendocino Complex Fires

MEETING DATE: 06/04/2019

SUBMITTED BY: Margaret Silveira, City Manager

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

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

BACKGROUND/DISCUSSION:

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

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

OPTIONS:

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

FISCAL IMPACT:

☐ 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 confirm the continuing existence of a local emergency in the City of Lakeport.

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

RESOLUTION NO. 2679 (2018)

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

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

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

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

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

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

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

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

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

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

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

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

This resolution shall be effective upon its adoption.

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

AYES:

NOES:

ABSTAINING:

ABSENT:



MIREYA G. TURNER, Mayor

ATTEST:



KELLY BUENDIA, City Clerk



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: Continuation of Local Emergency Declaration – February Storms

MEETING DATE: 06/04/2019

SUBMITTED BY: Margaret Silveira, City Manager

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

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

BACKGROUND/DISCUSSION:

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

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

OPTIONS:

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

FISCAL IMPACT:

☐ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

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

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

Comments:

SUGGESTED MOTIONS: Move to confirm the continuing existence of a local emergency in the City of Lakeport.

☒ **Attachments:** 1. Resolution No. 2704 (2019)

RESOLUTION NO. 2704 (2019)

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

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

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

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

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

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

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

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

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

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

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

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

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

This resolution shall be effective upon its adoption.

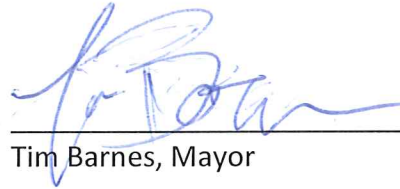
THIS RESOLUTION was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 5th day of March, 2019, by the following vote:

AYES: Mayor Barnes, Council Members Mattina, Parlet, Spurr and Turner

NOES: None

ABSTAINING: None

ABSENT: None



Tim Barnes, Mayor

ATTEST:



Kelly Buendia, City Clerk

CITY OF LAKEPORT

*Over 100 years of community
pride, progress and service.*



June 4, 2019

The Honorable Judge Blum
Superior Court of California
County of Lake
PO Box 1078
Kelseyville, CA 95451

Dear Judge Blum,

The City of Lakeport respectfully submits our responses to the 2019 Lake County Grand Jury Report which reference Lampson Field Airport

The City agrees that Lampson Field is an integrate part of the County's economic development strategy as stated in the Lake EDC strategic plan.

Lakeport City Mayor, Timothy Barnes has appointed Council Member Stacey Mattina to the Airport Commission for a 4 year term.

Staff has addressed all findings and recommendations of the Grand Jury in the of the above mentioned review.

The City of Lakeport would like to express our gratitude for the hard work of the Grand Jury and for their service to the Citizens of Lake County.

Respectfully,

Margaret Silveira
City Manager

HOW CAN WE SAFELY LAND?



LAMPSON FIELD

Summary:

Lampson Field Airport is within the unincorporated Lake County area and is located on Highland Springs Road off Highway 29 between Kelseyville and Lakeport. The County Department of Public Works is responsible for the management and operation of the airport. Improvements and maintenance to the airport will make for a safe landing. The Lakeport Fire Protection District provides fire protection for the Airport.

Background:

Lampson Field is a General Aviation airport located approximately five miles southwest of Lakeport, California. The airport was activated in 1941, and acquired by the County in 1955. Lampson Field served as the base of operations for Cal Fire during the Mendocino Complex fires. It can accommodate single and twin-engine prop planes, business jets, and helicopters. The development of General Aviation airports is impacted by three basic factors:

1. The airfield or runway capacity.
2. The aircraft parking capacity.
3. The environmental impact on the community in terms of safety and noise.

Methodology:

The Grand Jury toured the Airport facilities and began an inquiry into Lampson Field Airport operations to enhance the public's knowledge of its vital importance and financial impact on the county. The Grand Jury interviewed Airport and County management staff, local businesses at the Airport, members of the Lake County Airman's Association, and local pilots. The Grand Jury held a phone conference with the Aircraft Owners and Pilots Association (AOPA) representative in Washington, D.C., and reviewed the Public Utilities Codes, the State Aeronautics Act, the California Land Use Planning Handbook, and the organizational documents of the Airport Land Use Commission (ALUC).

Grand.Jury@lakecountyca.gov (707) 279-8619

Discussion and Analysis:

Lampson Field is a vital component of the economic sustainability and success of Lake County. According to the recently completed Lake County Economic Development Strategy, the Airport is an important component of improved long-term flexibility for tourism and business needs. It further recommends consideration of airport renovation and expansion. The Grand Jury found a number of compliance concerns, which are noted in the following findings. The goal of compliance is to ensure a clear path to obtain grants from the FAA to secure funding for the sustainability of Lampson Field. **More than 3 billion dollars in general aviation airport funding is currently available.** Above all, *safety* comes first!

Findings:

- F1** The Lake County Public Works Department has recently begun much needed improvements and upgrades to Lampson Field.
- F2** Airport management has experienced resistance from the County in its efforts to upgrade the facility, therefore, progress has been slow in forthcoming.
- F3** The Lampson Field Airport Master Plan was last updated in 1993. Master plans, without amendments, are in effect for a maximum of 20 years (Public Utilities Code sec. 21675 (a)). **Lampson Field's updated Master Plan is now six years overdue.**
- F4** Lampson Field's compatibility study, regarding noise and safety, was last updated in 1993. **This study must be completed and filed with the ALUC once every five years.**
- F5** Lampson Field, as required by the State Aeronautics Act section 21001et seq., does not have an active ALUC commission so is currently out of compliance with state law.
- F6** The California Public Utilities Code Section 21670 (b), reads in part; "Every county, in which there is located an airport, shall establish an airport land use commission. Each commission shall consist of seven members to be selected as follows:"
 - (1) Two members representing the cities in the county, appointed by a city selection committee comprised of the mayors of the cities within that county.
 - (2) Two members representing the county, appointed by the county board of supervisors.
 - (3) Two members having expertise in aviation, appointed by a selection committee comprised of the managers of all the public airports within that county.
 - (4) One member representing the public, appointed by the other members of the ALUC commission.
- F7** Funds and grants are available for upgrades and repairs of the Lampson Field Airport but must be applied for prior to December 31 of each year. The Federal Aviation Administration (FAA), the Airport Improvement Program (AIP), and the Non-Primary Entitlement (NPE), all have the ability to help with grant funding. ALUC and AOPA are the support vehicles to obtain these funds.

Grand.Jury@lakecountyca.gov (707) 279-8619

Recommendations:

- R1** A plan of action is needed immediately in order to seek help with the ALUC commission process to enable application for available grants and funding. (F3, F4, F5, F6, F7)
- R2** Seat the ALUC commission for Lampson Field prior to June 15th of 2019 in order to apply for funds and grants prior to December 31, 2019. (F4, F5, F6, F7)
- R3** Lampson Field's Master Plan should be updated and current under Public Utility Codes prior to December 31, 2019. (F3)
- R4** Lampson Field's compatibility study regarding noise and safety, should be updated prior to December 31, 2019. (F4)
- R5** Lampson Field should be in compliance with statutory requirements within the ALUC prior to December 31, 2019. (F4, F5, F6, F7)
- R6** The county Board of Supervisors should work more closely with the management staff of the Public Works Department to promote the much-needed repairs and upgrades of Lampson Field. (F1, F5, F6)

**Request for Responses:**

Pursuant to Penal Codes sec.933(c), the following response(s) are required:

- Lake County Board of Supervisors (R1, R4, R5, R6) (90 days)
- Mayor of the City of Lakeport (R1) (90 days)
- Mayor of the City of Clearlake (R1) (90 days)
- Lake County Public Work Departments (R2, R3, R4, R5, R6) (60 days)

Note: The Lake County Civil Grand Jury would like to thank and commend the management and operations staff of Lampson Field for their continued efforts to make our airport a safe and enjoyable place for pilots to land.

Grand.Jury@lakecountycal.gov (707) 279-8619

Sources:

- 1.) California Department of Transportation
- 2.) Public Utilities Code(s)
- 3.) State Aeronautics Act
- 4.) Airport Land Use Commission (ALUC)
- 5.) California Pilots Association
- 6.) Lake County Airman Association
- 7.) Airport site visit
- 8.) Lake County Economic Development Strategy
- 9.) Airport Policy Manager of Aircraft Owners and Pilots Association (AOPA), Washington, D.C.
- 10.) Airport Improvement Program (AIP)

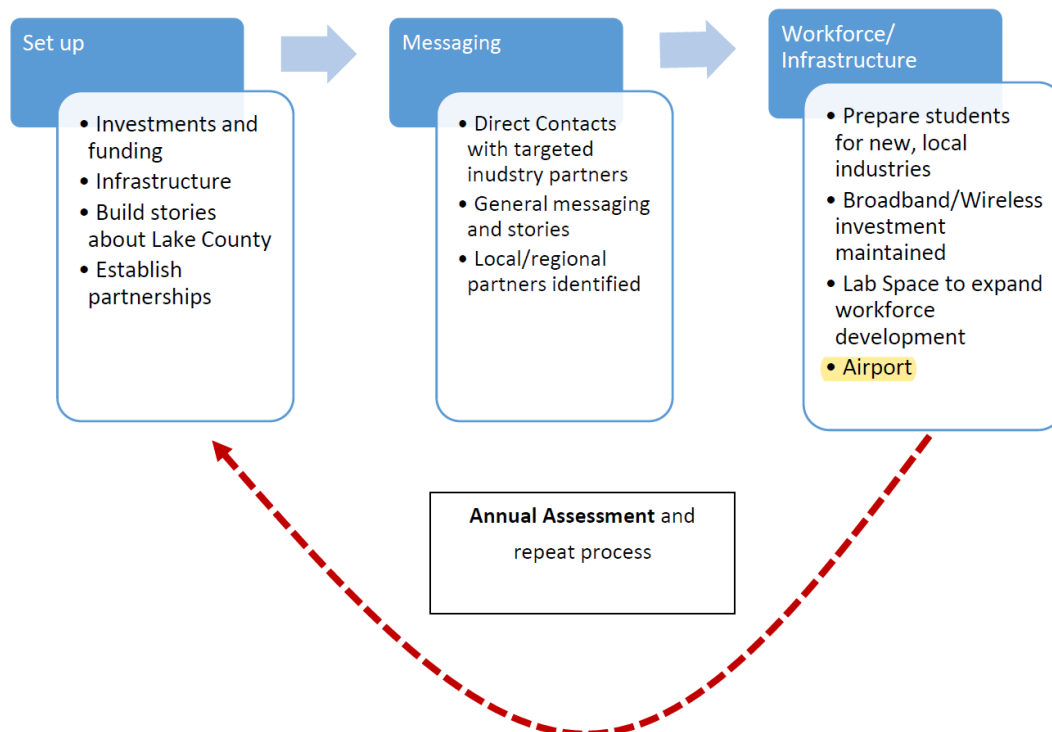
Exhibits:



For Workforce Alliance of the North Bay,
County of Lake, and Lake County EDC

LAKE COUNTY ECONOMIC DEVELOPMENT STRATEGY

ECONOMIC DEVELOPMENT STRATEGY: THE PATH



Grand.Jury@lakecountycal.gov (707) 279-8619

The Strategy

One of the key outcomes of this exercise was understanding what Lake County is and is likely not in terms of a place to do business.

Targeted Industries

- **University and research institution biological and fire/disaster science**
 - Lake County builds to being globally recognized for specific science
- **Agricultural supply chain**
 - Focus on linkages to local and regional agriculture and provide solutions
- **Advanced entrepreneurs seeking a place to work and live, where their markets are outside Lake County, examples include:**
 - Engineering;
 - Aerospace; and
 - Graphic Design/Arts.
- **Tourism**
 - Natural assets in Lake County;
 - Artist communities and events;
 - Consider new properties as corporate partners and provide incentives;
 - Focus on wineries, astronomy, health care, and ecotourism; and
 - Health care connected (outpatient package stays while recovering, e.g.).

Infrastructure Needs: Short and Long Term

- **Short-Term**
 - Broadband or wireless expansion: public and corporate partnerships needed.
 - Identify commercial space and parcels to market for targeted industries
 - Water and sewer projects as planned (see Lake County document)
- **Long-term**
 - **Airport: provides more flexibility to tourism and business needs**
 - Roadways: Consider specific arteries to expand or to allow for larger vehicles as needed

Characteristics that make Lake County Different: Stories to Tell

- Quality of life: community tight, at elevation, small-town feel everywhere, no traffic
- Low-cost alternative: housing, commercial RE relatively inexpensive regionally
- Natural: Clear Lake, the hills, the proximity to the mountains and oceans, wine country

Reality and the Stories

- Plan needs to be seen as long-term, no quick solutions and must be countywide;
- Lake County has both real and perception challenges in terms of public relations;
- Marketing and outreach must be positive and realistic, building on good stories;
- Regional environment competitive: focus on how Lake County is different and why it should be the first choice for visitors and new businesses based on targeted list above.

Lampson Field Airport FAA data as of January 2019
Summary:

Latitude/Longitude	38-59-26.2 N / 122-54-2.6 W
Elevation	1380.1 FT
Variation	16 E 1990
From city	3 miles S of LAKEPORT, CA
ARTCC	ZOA
Section chart	SAN FRANCISCO
Time Zone	UTC-8(-7DT)

OPERATIONS

Airport Status	Operational
Facility use	Open to the public
Control Tower	No air traffic control tower at airport
FSS	OAKLAND FSS (OAK) Toll Free: 1-800-WX-BRIEF MERG FREQ 121.5 NOT AVBL AT FSS.
NOTAMs Facility	OAK (METROPOLITAN OAKLAND INTL)
Attendance	UNATNDD
Wind Indicator	Lighted
Segmented Circle	Yes
Lights	SEE RMK ACTVT MIRL RWY 10/28 - CTAF.
Beacon	Clear and Green SS-SR
Landing Fee	No
Fuel	100LL
Fire and Rescue	Lakeport Fire District
Int'l Operations	Not a Landing Rights Airport Not an Airport of Entry
COMMUNICATIONS	UNICOM: 122.8 MHz
CTAF:	122.8 MHz

ATIS: None

Remarks:

APCH/DEP SVC PRVDD BY OAKLAND ARTCC ON FREQS 127.8/353.5 (UKIAH RCAG).

NAVAIDS

NAVAIDS:

Type	ID Name	Frequency	Hours	Distance	Bearing	Remarks
VORTAC	ENIMENDOCINO	112.3 MHz	24 Hours	17.9 nm	102.1°	<ul style="list-style-type: none">• OPERATIONAL IFR• SHUTDOWN• NDB UNUSBL 250-275 BYD 6 NM BLO 7000 FT.
NDB	UK KEARN	371 KHz	24 Hours	23.3 nm	137.2°	<ul style="list-style-type: none">• OPERATIONAL RESTRICTED• VOR/DME UNUSABLE 360-030 BEYOND 25 NM
VOR/DME	STS SANTA ROSA	113 MHz	24 Hours	29.2 nm	351.7°	<ul style="list-style-type: none">• 080 BEYOND 25 NM• BELOW 7500; 080-120 BEYOND 25 NM• BELOW 5500; 340-360 BEYOND 32 NM• BELOW 10000.

WEATHER

ID	Type	Frequency	Phone	Distance	Remarks
1O2	WX AWOS-3	118.35 MHz	707-262-0380	0.3 nm	
UKI	WX ASOS	119.275 MHz	707-462-7343	16.2 nm	
STS	WX ASOS	120.55 MHz	707-573-8393	29.2 nm	
LLR	WX AWOS-AV	121.125 MHz	707-937-6059	43.0 nm	
O69	WX AWOS-3P	132.325 MHz	707-773-1529	45.9 nm	

RUNWAY 10/28

Dimensions 3600 ft. x 60 ft.
Surface Type ASPH
Surface Condition GOOD

Grand.Jury@lakecountycal.gov (707) 279-8619

Treatment	
Runway Edge Lights	Medium Intensity
PCN	
Single Wheel	30,000 lbs
Double Wheel	
Double Tandem	
Dual Double Tandem	

Base End: 10

True Alignment	119°
Traffic Pattern	
Markings	Basic
Markings Condition	Good
Latitude	38-59-34.8342 N
Longitude	122-54-22.4987 W
Elevation	1380.1 ft.
Threshold Crossing Height	
Visual Glide Path Angle	
Visual Slope Indicator	
Centerline Lights	no
Runway End Identifier Lights	No
Displaced Threshold	
DT Latitude	
DT Longitude	
DT Elevation	
TDZE	1380.1 ft.

Reciprocal End: 28

True Alignment	299°
Traffic Pattern	Right
Markings	Basic
Markings Condition	Good
Latitude	38-59-17.5234 N
Longitude	122-53-42.6688 W
Elevation	1370.8 ft.
Threshold Crossing Height	40 ft. AGL
Visual Glide Path Angle	4°
Visual Slope Indicator	2-light PAPI on left
Centerline Lights	no
Runway End Identifier Lights	No
Displaced Threshold	85.0 ft.
DT Latitude	38-59-17.9323 N
DT Longitude	122-53-43.6095 W
DT Elevation	1370.8 ft.
TDZE	1376 ft.

Grand.Jury@lakecountycal.gov (707) 279-8619

HELIPORTS

None

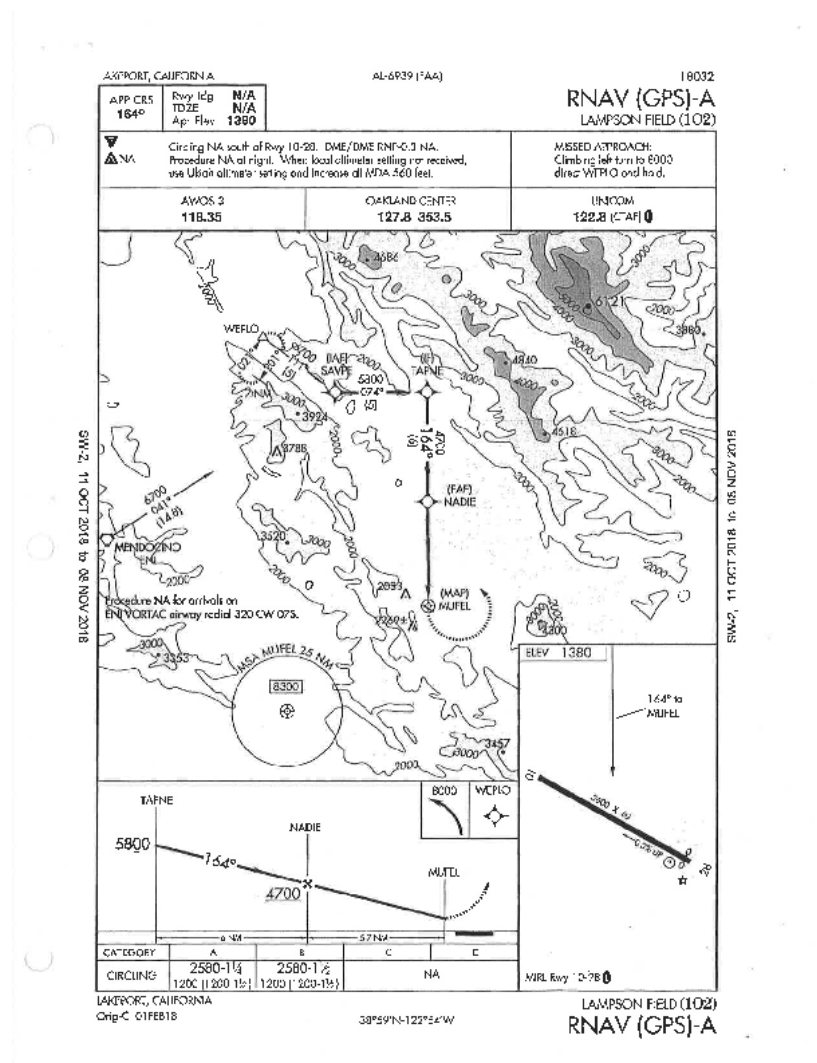
CHARTS

Chart data valid from 0901Z 01/31/19 to 0901Z 02/28/19.

CONTACTS

OWNER

LAKE COUNTY
255 N FORBES ST
LAKEPORT, CA 95453
UNITED STATES Phone: 707-263-2341



Grand.Jury@lakecountyca.gov (707) 279-8619



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: Laserfiche Software Purchase for Electronic Records Management

MEETING DATE: 06/04/2019

SUBMITTED BY: Kelly Buendia, Administrative Services 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 approve and authorize the City Manager to sign licensing and maintenance and support agreements with Synapse for the purchase of Laserfiche electronic content management software (ECMS) in order to enhance customer service, maximize staff's efficiency, and modernize the City's records management practices.

BACKGROUND & DISCUSSION:

In FY 2018/19 the City Council identified the digitization of City records and the elimination of records storage in Carnegie as strategic priorities. Historically, the City of Lakeport has not engaged in a citywide initiative to utilize technology for records management or to disseminate public documents to the community. The City Clerk's office has engaged in scanning projects for vital records such as minutes, resolutions and ordinances, but those efforts are limited to simply scanning documents onto the server. Moreover, these scanned records are not fully indexed, and are not text searchable.

Other than those efforts, most city documents exist only in hard copy. Having documents in hard copy, residing in multiple locations, only decreases internal staff efficiency and effectiveness, and negatively impacts our ability to make information available to the public. The hard copy documents are also vulnerable to natural disasters like floods and fires.

Laserfiche software is the industry standard for electronic content management. It is modular and scalable, which will allow for expansion across City departments. It is compatible with the City's existing enterprise technology solution, Tyler Technologies Incode, which we use for finance and payroll. There are also available integrations with the SmartGov permitting software utilized by the Community Development Department, Microsoft Office including Outlook, as well as Docusign which will allow for electronic/digital signatures.

This recommendation includes several basic modules that would be initially deployed in the City Clerk's and Human Resources Divisions, but can also be expanded into every other department, simply with the purchase of additional software licenses. In fact, Laserfiche software is already under serious

consideration by the Police Department, and, as noted above, could also be extended to the building permit approval process, plan submissions, etc., should the Community Development Department so desire. The Forms and Workflow modules, along with an integration with DocuSign, will allow the automation of processes such as onboarding, benefits enrollment, accounts payable, agenda management, contract management and more.

Legacy documents that have already been scanned or electronically archived can also be directly imported into Laserfiche in a text searchable format utilizing Optical Character Recognition (OCR). In short, this solution is highly adaptable and could be deployed in a variety of City functions, both now and over time, including other modules not noted here, such as the Forms Portal module which allows submission and routing of forms via the City's website.

This proposal includes the following modules:

Module	Purchase Price	Annual Maintenance & Support
Laserfiche Avante Server For MS SQL Express This is the base software	\$ 1,368	\$ 240
Full Named User Licenses (5 @ \$547 each) This is the number of concurrent internal users who can be "in the system" at any one time. These users have full access.	\$ 2,736	\$ 480
Participant User Licenses (5 @ \$319.20 each) Participant Users have read-only access to documents in the repository. They can search, browse, and export documents and can fill out forms, start forms process instances, and perform user tasks.	\$ 1,596	\$ 280
Quick Fields Allows us to designate certain fields in certain documents as the "indexing" fields so that the software will automatically read the document and save it to the correct folder.	\$ 7647.12	\$ 1344
Records Management Module Allows us to integrate our citywide records retention schedule directly into electronic storage.	\$ 5472	\$ 960
Advanced Audit Trail (5@ \$68.40) Permits tracking of who has made changes to documents, and what changes have been made	\$ 342	\$ 60
Forms Professional (5@ \$45.60) Allows for the automation of existing business processes, i.e. auto fill forms, circulate documents through approval process, electronic signatures)	\$ 228	\$ 40

HOSTING -AWS Cloud Hosting		\$ 3500
Training, Installation and Quick Fields Session Configuration	\$ 3,375	-
SUB-TOTAL	\$22,764.12	\$6,904
Tax (8.75%)	\$ 1,696.55	-
GRAND TOTAL	\$24,440.67	\$6,904.00

FISCAL IMPACT

Staff received three written competitive quotations. Of the three, Synapse was, and continues to be, the lowest bidder. In addition to presenting the lowest quote, Synapse will cover the ticket costs for two members of staff to attend the annual Laserfiche Empower Conference in Long Beach in February 2020.

The one-time cost to purchase the Laserfiche solution is \$24,440.67, including consulting, implementation, and training expenses. The annual maintenance fee for Laserfiche will be \$6,904.00. In future years, the maintenance and support annual fee will be paid according to the procedures required by the City's Purchasing Policy.

As a reminder, once this department purchases these modules, no additional purchases of software are necessary to expand usage of these modules to other departments. If desired, other departments would only need to purchase additional user licenses (at \$547 each), and pay for the annual maintenance and support fee (\$96 each, per year).

OPTIONS:

1. Authorize the City Manager to sign a licensing agreement and annual maintenance and support agreement with Synapse.
2. Do not authorize the purchase, and provide staff direction.

FISCAL IMPACT:

☐ None ☒ \$32,944.53 for 18/19 \$6,904 thereafter annually Budgeted Item? ☒ Yes
☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: N/A

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

Comments: None

SUGGESTED MOTION:

Move to approve the purchase of Laserfiche software and authorize the City Manager to sign a licensing agreement and the first year's annual maintenance and support agreement with Synapse.

☒ **Attachments:**

1. Synapse Laserfiche Licensing quote.
2. Synapse Laserfiche Support quote.
3. Software Maintenance Agreement
4. Professional Services Agreement (Consultant)

LASERFICHE LICENSING

Project proposal: Laserfiche Licensing

Client: City Of Lakeport

Delivered on: 5/22/2019

Submitted by: CJ Runge



Synapse

WHY LASERFICHE?

In the years we've worked with Laserfiche, they have proven to be the best ECM Company in the industry. The reseller support is unparalleled. Laserfiche has consistently been an industry leader in support, features, and in having a vision for new product development. Laserfiche is the proven foundation stone upon which our technology solutions are built.

ABOUT US

We deliver elegant, reliable, technology solutions. We are committed to providing the best ongoing training and support in the industry. We believe in demonstrating real world savings of time and money through our technology solutions. We strive to eliminate waste, streamlining business and information capture processes. We have the ability to seamlessly integrate with existing software and hardware business systems.

OUR RELATIONSHIP

We have noticed an industry pattern of solutions that do not deliver in production, what was promised on paper. Other software solutions not only fail to deliver on what was promised, they also greatly lack in technical support. These solutions are often abandoned all together. Ultimately a new product is created and pushed back on you to be sold.

It is our commitment to deliver on our promises. Our team of experts will work with your team to get it done right the first time. We will strive to establish a baseline of trust, so that we can continue to be your adviser in helping you run your business smarter.

SCOPE OF SERVICES

Please review the following scope of services:

Product Installation

SOFTWARE

All software quoted will be installed by Synapse with the cooperation of City of Lakeport staff.

USER TRAINING

Two training sessions will be held. We will hold an end user and Admin training session. These sessions can be recorded and hosted privately for later reference if desired. Any additional questions, training and support needs are covered under the customer LSAP support agreement.

Quick Fields Document Class Creation

In this project we will configure the capture of 5 document classes(document types). These classifications will separate out the defined documents, name the document, fill out the meta data fields and appropriately route the document into the Laserfiche system. As no document is perfect in the real world, there will be variables outside of our control that will effect capture accuracy on some documents. This being the case, our minimum target accuracy level for each capture session is 90% or better.

Synapse will work with the City of Lakeport team to identify specific meta data to extract, as well as document auto naming and filing specifics. Synapse is available to configure capture for additional document classes beyond what has been quoted, at the rate of \$225 per document class.

Project Kick Off

Before project kick off, we will work together to create the finalized scope of services. We want to have a clear outline and expectation for all project features and functionality. With your teams cooperation, we are confident that we will deliver a solution that you will love!

Laserfiche Licensing

Description	Unit	Qty	Price
Laserfiche Avante Server For MS SQL Express	\$1,368	1	\$1,368
Laserfiche Full Named User	\$547.20	5	\$2,736
Forms Professional (per full named user)	\$45.60	5	\$228
Participant User	\$319.20	5	\$1,596
Records Management Module	\$5,472	1	\$5,472
Standard Audit Trail (per full named user)	\$68.40	5	\$342
Quick Fields	\$542.64	1	\$542.64
Quick Fields Zone OCR & Validation	\$2,549.04	1	\$2,549.04
Quick Fields Document Classification	\$4,555.44	1	\$4,555.44
Subtotal			\$19,389.12
Sales Tax (8.75%)			\$1,696.55
Total			\$21,085.67

Training and Installation

Description	Price	Qty	Subtotal
Software Installation & User Training	\$2,250	1	\$2,250
Quick Fields Capture Configuration (Per document type/class)	\$225	5	\$1,125
Total			\$3,375

GRAND TOTALS

Grand Total

Description	Price	Qty	Subtotal
Laserfiche Licensing	\$21,085.67	1	\$21,085.67
Training & Installation	\$2,250	1	\$2,250
Quick Fields Session Configuration	\$1,125	1	\$1,125
Total			\$24,460.67

NEXT STEPS

1. Please read the scope of services on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please sign the proposal.
4. Once we receive the signed proposal, we'll contact you shortly to sort out next steps and get the project rolling.
5. If you'd like to speak to us by phone, do not hesitate to call 530-588-0767

CJ Runge
Synapse Technologies Inc.

City Of Lakeport

LASERFICHE SUPPORT

Project proposal: Laserfiche Support

Client: City Of Lakeport

Delivered on: 5/22/2019

Submitted by: CJ Runge



Synapse

LASERFICHE SOFTWARE ASSURANCE PLAN

What is included in LSAP?

THE LATEST PRODUCT RELEASES

Get new versions, updates and hotfixes of licensed products at no additional charge as soon as they are released.

RAPID RESPONSE TECHNICAL SUPPORT

The Synapse helpdesk will promptly troubleshoot and resolve any maintenance issues that arise before they impact operations or staff productivity.

ONLINE SUPPORT RESOURCES

Receive an account for Laserfiche Answers, the online social community for Laserfiche users and developers. You'll also get access to the large library of technical white papers, help files and education materials on the Laserfiche Support Site.

BUILT-IN SYSTEM GROWTH

Apply 100% of the purchase price of your original Laserfiche software toward product upgrades.

LASERFICHE CERTIFIED TECHNICIANS

Synapse technicians are Laserfiche certified and experts in Laserfiche deployment and support. We operation Weekdays 8am-5pm PST. We are here for all of your Laserfiche systems needs.

BUSINESS PROCESS AUDITS

We have saved our clients an enormous amount of time and money by using Laserfiche to automate business processes. Want to know what a business process is costing you? Wonder if it can be done any better? Let map out your process costs and efficiency level for you! We are happy to give you an audit of your existing process and then provide our recommendations for how we can make it more efficient.

PRICING

Laserfiche Annual Support

Description	Price	Qty	Subtotal
LSAP Laserfiche Avante Server	\$240	1	\$240
LSAP -Laserfiche Full Named User	\$96	5	\$480
LSAP -Forms Professional	\$8	5	\$40
LSAP -Participant User	\$56	5	\$280
LSAP -Records Management Module	\$960	1	\$960
LSAP -Standard Audit Trail	\$12	5	\$60
LSAP -Quick Fields	\$96	1	\$96
LSAP -Quick Fields Zone OCR & Validation	\$448	1	\$448
LSAP-Quick Fields Document Classification	\$800	1	\$800
HOSTING -AWS Cloud Hosting	\$3,500	1	\$3,500
Total			\$6,904

NEXT STEPS

1. Please read the scope of services on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
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5. If you'd like to speak to us by phone, do not hesitate to call 530-588-0767

CJ Runge
Synapse Technologies Inc.

City Of Lakeport

Software Maintenance Agreement

This software Maintenance agreement is entered into as of 5/22/2019 between The City of Lakeport (Software Owner) and Synapse Technologies, Inc (Service Provider) furthermore known as "The Parties".

Term

Beginning on the agreement date above the Service Provider will begin providing maintenance for the Software Owner until May 22, 2020 unless termination by either party is requested. (The Laserfiche 12 month renewal date began May 22, 2019, and will be up for renewal again in May 22, 2020.)

Support Details

LSAP SUPPORT (Laserfiche Software Assurance Plan) INCLUDES THE FOLLOWING:

Installation of new product releases, updates and hot fixes as needed or requested by the client.

An account for Laserfiche Answers, and the Laserfiche support site.

Access to the large library of technical white papers, help files and education materials. Access to software downloads and product licensing.

100% of the purchase price of your original Laserfiche software toward product upgrades.

Business process audits.

Break-Fix support of all installed Laserfiche software, Weekdays 8am-5pm PST.

Break-Fix support of all workflows created by Synapse for the client.

Granted Access

The Software Owner shall provide the Service Provider with access to the necessary computers as well as a reasonable amount of time to correct software errors.

In the event that new software errors are discovered, the same consideration will be taken and the Service Provider will be granted the access needed to comply with this agreement.

Additionally, the Service Provider shall have access to facilities, computers, and software as necessary in order to perform requested software maintenance.

Proprietary Rights

The Service Provider acknowledges that the Software Owner may have sensitive or proprietary information served on the computers or in the software being maintained.

Therefore, the Service Provider agrees to treat any information served in such systems as confidential, and shall take every possible measure to ensure that such information is not deleted, modified, or distributed without the Software Owner's consent.

Modifications

The Service Provider may, with the Software Owner's consent, perform periodic updates or additional needed modifications to the software being maintained.

Backups

The Software Owner shall be responsible for creating and maintaining all backups related to the Laserfiche software system.

Payment

If the annual renewal payment is not received within 30 days of its due date, it shall constitute a breach of contract and will be grounds for termination of this software maintenance agreement.

Taxes

The Software Owner shall be responsible for any and all taxes, titles, and fees due by the local government, federal government or any other governmental entity pertaining to this software maintenance agreement for the term of this agreement.

Confidentiality

The Service Provider along with any associates or employees under the Service Providers name shall under no circumstances divulge or communicate any personal materials relevant to the Software Owner or any employees or affiliates related to the Software Owner for personal benefit or gain.

Any and all information deemed confidential during this agreement shall remain so during the term of this agreement.

General Warranty

The Service Provider agrees to complete all projects and maintenance assigned in a professional manner.

All work conducted will fall under standards set by the region in which the work is being performed.

The Service Provider will not be held responsible for any acts occurring from the Software Owner or any affiliates in relation to the Software Owner.

Termination

The following occurrences will be grounds for termination of this agreement in its entirety.

1. Failure to pay
2. Either party filing for bankruptcy
3. Any credit seizure taking place with either party
4. Failure to make or deliver services in accordance with the term of this contract

The Parties shall provide 30 days advanced written notice of intent to terminate this agreement.

The Software Owner can cancel at any time for cause or convenience. The annual support (LSAP) once paid for the years term, is non refundable.

Remedies

In the instance either party in this software maintenance agreement defaults on any terms or conditions set forth, the finding party shall notify the defaulting party in writing of the default occurring. Upon notification of said default the defaulting party will have 10 days to cure the default before termination will be required.

Participation

The Service Provider is not excluded from participation in federally sponsored health care programs, such as Medicare, or state run health care programs. The Software Owner will verify that entities and businesses which provide and/or perform services for the Health Center have not been the subject of adverse governmental actions and/or excluded from Federal healthcare programs.

Force Majeure

In the instance either party of this agreement forms a breach during the term of this agreement due to uncontrollable circumstances including but not limited to, flood, hurricane, theft, terrorism, earthquake, or any other acts of god the party shall notify the remaining party of such breach and will be allowed up to 30 days to cure such breach before further action may take place.

Arbitration

In the event any disagreements or controversies occur during the term of this software maintenance agreement both parties agree to seek arbitration to solve such manners.

In the event the parties cannot come to an agreement on an arbitrator they shall both choose individually and the chosen arbitrators shall come to an agreement on a third joint arbitrator to hear this case.

All arbitration shall be conducted in a central location easily accessible by both parties involved.

The arbitrator shall be granted no access to modify or change this agreement in any way.

Furthermore, the arbitrator will not award any punitive damages that may occur to either party.

The arbitrator shall have the final say on any agreements involved and will subject such agreements to the court of Nevada.

During the time of such arbitration taking place both parties will continue to uphold all agreements within this software maintenance agreements and complete all tasks assigned.

Entirety

This software maintenance agreement constitutes the entire agreement for the services listed

herein, and shall supersede any and all previous agreements put in place either by written form or orally.

Notice

Any and all notifications with regard to this software maintenance agreement shall be made in written form and delivered to the responding party either by person or by email or certified mail to the following addresses.

Software Owner:

Address: 225 Park Street, Lakeport, CA 95453

Email: kbuendia@cityoflakeport.com

Service Provider:

Address: 11000 BRIMHALL RD. SUITE E-50 BAKERSFIELD, CA 93312

Email: rarcher@synapse.bz

Acceptance

By signing below, both parties acknowledge they have read and understand all terms and conditions found within this software maintenance agreement.

Software Owner (City of Lakeport)

Date

Service Provider (Synapse Technologies, Inc)

Date

C#_____

Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Lakeport / Synapse)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Lakeport, a California municipal corporation (“City”), and Synapse Technologies, Inc., a California Corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Laserfiche Electronic Content Management System (ECMS).
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services” means such professional services as are set forth in Consultant’s May 22, 2019 Licensing and Support proposals to City attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s May 22, 2019 Licensing and Support proposals fee schedule to City attached hereto as “Exhibit A” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means June 5, 2019
- 3.4 “Termination Date” means June 5, 2020
- 3.5 “City Agreement Administrator” means Kelly Buendia

C#_____

Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

3.6 “Consultant Project Administrator” will be identified at the start of the project

4. TERM

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

5. CONSULTANT’S SERVICES

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Thirty Two Thousand, Nine Hundred Fourty Four Dollars and 53 cents (\$32,944.53) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*),

C#_____

Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant Project Manager shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit A. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the

C#_____

Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but shall not seek to copyright such written products.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or

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(City of Lakeport / Synapse Technologies, Inc.)

otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

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

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of

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(City of Lakeport / Synapse Technologies, Inc.)

Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

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Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

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

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

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Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this

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Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

12. MUTUAL COOPERATION

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

13. CONFIDENTIALITY

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

14. RECORDS AND INSPECTIONS

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

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

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Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

15. PERMITS AND APPROVALS

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

16. NOTICES

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

If to City:

Kelly Buendia
Administrative Services Director/City Clerk
225 Park Street
Lakeport, CA 95453
Telephone: (707) 263-5615 x101
Facsimile: (707) 263-8584
Email: kbuendia@cityoflakeport.com

If to Consultant:

Seth Roberts
Synapse Technologies, Inc.
11000 Brimhall Rd. Suite E-50
Bakersfield , CA 93312
Telephone: (530) 433-9019
Email: Seth@synapse.bz

With courtesy copy to:

David J. Ruderman, City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, California 95945-5091
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

17. SURVIVING COVENANTS

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

18. TERMINATION

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Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

- 18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

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

- 19.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

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Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

- 19.5. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Lake County, California and Consultant hereby consents to jurisdiction in Lake County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

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Professional Services Agreement
(City of Lakeport / Synapse Technologies, Inc.)

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

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

“Consultant”
[insert name]

By_____

By:_____ *[insert name], insert title]*

Date:_____

Date:_____

Attest:

By_____
 Kelly Buendia
 Administrative Services Director

By:_____
 [insert name], insert title]

Date:_____

Date:_____

C#_____

Professional Services Agreement
(*City of Lakeport / Synapse Technologies, Inc.*)

Approved as to form:

By _____
David J. Ruderman, City Attorney

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**

**“EXHIBIT B”
APPROVED FEE SCHEDULE**

Professional Services Agreement
(City of Lakeport / [Company or Individual])



CITY OF LAKEPORT

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

STAFF REPORT

RE: 2019-2020 Position Summary and Classification Changes

MEETING DATE: 6/4/2019

SUBMITTED BY: Kelly Buendia, Administrative Services 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 approve a Police Lieutenant and Captain classification series; approve salary increases to the Police Lieutenant and Police Chief; add a Deputy City Clerk III - Records Supervisor Classification; and receive an informational item on an Assistant City Manager position to be included in the 2019-2020 budget.

BACKGROUND/DISCUSSION:

Police Positions

A statewide police shortage has made staffing police positions increasingly problematic at the Lakeport Police Department. The City Council has taken action to increase salaries to maintain competitiveness within Lake County. Despite these efforts, the Police Department is faced with the potential loss of its Police Lieutenant to an out-of-county agency. The Lieutenant serves as second in command to the Chief and is a vital management position. Staff is requesting a new Lieutenant/Captain classification, with hopes that the Captain classification would attract the most qualified candidate to the police management team. This classification between the Lieutenant and the Chief could provide growth for an internal candidate or possibly attract an experienced Sergeant or Lieutenant from another agency. Attached to this report is the proposed job description for the Lieutenant/Captain series.

In assigning the salary ranges for the proposed positions, it was noted that the Police Lieutenant and Police Chief salaries were lagging behind the City of Clearlake. In order to remain competitive in the County, the City Manager and Administrative Services Director are recommending matching Clearlake's salary ranges for the following Police Management positions:

<u>Title</u>	<u>Monthly Range</u> (effective 7/1/2019)	<u>Proposed Range</u> (effective 7/2/2019)
Police Lieutenant	\$6,230 – \$7,696	\$6,965 – \$8,466
Police Captain	n/a	\$7,679 - \$9,334
Police Chief	\$7,537 – \$9,309	\$10,833

If approved, staff is requesting that the City Council allocate two positions to this classification. This will not change the overall number of 13 sworn within the department. Please see the enclosed Position Summary.

Deputy City Clerk III- Records Supervisor

This classification is requested to provide a promotional opportunity for existing staff into a professional level position and assist with retention of that crucial staff member, who is performing above and beyond the scope of the current position. Under the proposed classification, the incumbent would act in a leadership role in the implementation of the new electronic management system, train other staff and assist IT staff and consultants with programming and customizing the software. This classification is on par with the Police Records Supervisor and the Planning Associate in the level of technical expertise required and the pay is commensurate.

Should the City Council approve the requested changes, an updated salary schedule will be brought to an upcoming Council meeting.

Assistant City Manager

As part of the City Council's stated goals to plan for succession, the City Council approved an Assistant City Manager assignment and stipend in 2017, to provide training opportunities for executive management staff that may be interested in the City Manager position in the future. The City Manager is now requesting that the Council approve budget for a full-time Assistant City Manager classification for half the 2019-2020 fiscal year. The City Manager has included costs of the position in the budget. If approved by the City Council, the specific pay and job description would be brought back later in the year for adoption. This item is informational. Approval would coincide with budget approval at the second meeting in June.

OPTIONS:

The City Council could provide other direction.

FISCAL IMPACT:

☐ None ☒ \$79,485 for 2019/20 Budgeted Item? ☒ Yes for 2019/2020 ☐ No

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

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

Comments:

SUGGESTED MOTIONS:

Move to approve a new Police Lieutenant and Captain classification series; approve monthly salary ranges of \$6965 to \$8466 for the Lieutenant, \$7,679 to \$9,334 for the Captain, and \$10,833 per month for the Police Chief, all effective July 2, 2019.

Move to approve a Deputy City Clerk III- Records Supervisor classification at salary range 44, effective July 1, 2019.

☒ **Attachments:**

1. Position Summary
2. Lieutenant/Captain Job Description
3. Proposed salary schedule effective July 2, 2019
4. Deputy City Clerk III – Records Supervisor Job Description
5. City of Clearlake Salary Schedule

ATTACHMENT 1

City of Lakeport
Fiscal Year 2019-20
Position Summary

Classification Title	2016-17	2017-18	2018-19	Proposed 2019-20	
	FTE	FTE	FTE	Change	FTE
Admin Services Director/ City Clerk	1.00	1.00	1.00	-	1.00
Administrative Specialist	4.00	2.50	3.00	-	3.00
Assistant City Manager	-	-	-	0.50	0.50
Associate Planner	1.00	1.00	1.00	-	1.00
Chief Building Official	1.00	1.00	1.00	-	1.00
City Clerk	0.80	-	-	-	-
City Manager	1.00	1.00	1.00	-	1.00
Community Development Director	1.00	1.00	1.00	-	1.00
Community Development Technician	1.00	0.50	1.00	-	1.00
Compliance Officer	1.00	1.00	1.00	-	1.00
Deputy City Clerk		1.00	1.00		1.00
EMC Supervisor	1.00	1.00	-	-	-
Electrical Mechanic Technician	-	-	1.00	-	1.00
Equipment Mechanic	0.67	0.67	1.00	-	1.00
Finance Director	1.00	1.00	1.00	-	1.00
Financial Services Specialist	4.00	4.00	3.00		3.00
Government Accountant	-	-	1.00		1.00
Housing Specialist	0.50	-	-	-	-
Intern	0.25	-	-	-	-
Maintenance Worker	7.00	6.00	7.00	-	7.00
Parks Foreman	-	-	1.00	-	1.00
Parks Leadworker	1.00	1.00	-	-	-
Parks Maintenance Worker	1.00	1.00	1.00	-	1.00
Police Chief	1.00	1.00	1.00	-	1.00
Police Lieutenant/ Captain	1.00	1.00	1.00	1.00	2.00
Police Officer	7.00	7.00	8.00	(1.00)	7.00
Police Officer (School Resource Officer)	-	1.00	1.00	-	1.00
Police Part-time Help	1.00	1.00	1.00		1.00
Police Records Supervisor	1.00	1.00	1.00	-	1.00
Police Reserve Officer	0.90	0.25	-	-	-
Police Sergeant	2.00	3.00	2.00		2.00
Pool Lifeguard	2.25	2.25	-	-	-
Pool Manager	0.50	0.50	-	-	-
Public Works Director	1.00	1.00	1.00	-	1.00
Public Works Extra Help	0.25	0.25	1.25	-	1.25
Public Works Foreman	1.00	1.00	1.00	-	1.00
Public Works Superintendent	1.00	1.00	-	-	-
Utilities Superintendent	1.00	1.00	1.00	-	1.00
Wastewater Facilities Supervisor	1.00	1.00	1.00	-	1.00
Wastewater Operator / Utilities Operator	1.00	1.00	2.00	-	2.00
Water Supervisor	1.00	1.00	1.00	-	1.00
Water Systems Operator / Utilities Operator	2.00	2.00	2.00	-	2.00
Total FTE	54.12	51.92	52.25	0.50	52.75



CITY OF LAKEPORT

POLICE LIEUTENANT/CAPTAIN

Job Description

DEFINITION

Under general direction of the Police Chief to perform responsible administrative, investigation and technical work in directing the activities of the Police Department; and to do related work as assigned. In the absence or disability of the Police Chief, an incumbent of this class directs the activities of all divisions of the department.

Although work is subject to review by the Chief of Police, work with relative independence in day to day activities and review is usually accomplished through routine checks of reports, conferences and evaluations of results.

CLASS CHARACTERISTICS

The Police Lieutenant/Captain is considered a Mid-Manager. Positions in this category are actively and principally engaged in the enforcement of public laws or in protecting the public from physical harm and danger. Positions at this class level serve as a member of the City's management team. The Police Lieutenant/Captain provides advice and counsel to the Police Chief regarding strategic policy and problem solving issues relating to the Police Department. The Police Lieutenant is differentiated from the Police Captain in that the later possesses greater experience and technical understanding of law enforcement administration, as defined by the Education and Experience Guidelines below.

ESSENTIAL FUNCTIONS

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Plans, organizes, coordinates, administers, directs and evaluates the work of a division or divisions of the Police Department.

Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department.

Develops and implements management systems, procedures and standards for program evaluation.

Prepares or directs the preparation of a variety of studies and reports related to current issues and long-range City needs, and develops specific proposals to meet them.

Plans, delegates and oversees execution of Police programs and activities, including preparation and implementation of the budget.

Directs the selection, supervision and work evaluation of division staff and provides for their training and development.

Represents the department to public and private groups and individuals. Represents the department at Commission, Committee or City Council meetings.

Responds to citizens' concerns or inquiries regarding police services.

Coordinates work of the Police Department activities to pertinent codes, regulations and guidelines

Interprets departmental and City policies and procedures to staff.

Provides technical assistance to staff.

Ensures compliance of Department activities to pertinent codes, regulations and guidelines.

Monitors developments related to department activities, evaluates their impact on Police Department operations and implements policy and procedure improvements.

Directs the preparation of or prepares and maintains written reports, records and correspondence.

Conducts internal affairs investigations and prepares written reports and recommendations.

Prepares operations orders and coordinates resources for special events and critical incidents.

Operates and manages command post at critical incidents.

Acts for the Police Chief as assigned and performs other duties as assigned by the Chief of Police.

Oversee the Patrol Division; review shift activities through reports prepared by subordinate officers and through conferences with supervisory personnel; instruct personnel in operating procedures.

Oversee the Investigative Division; assign subordinates to specific problems and/or cases and review their reports and records; coordinates information gathered and work accomplished by subordinates. Provide technical advice and assistances; direct and participate in the investigation of the more difficult or complex criminal cases; participate in extradition procedures.

Oversee the School Resource Officer and Police K-9 programs.

Supervise and participate in activities involving records, evidence, identification, communication, grants and in-service training.

Investigates complaints against Police Department personnel and makes recommendations to the Police Chief.

Assists the Police Chief in the development and implementation of the Police Department budget.

Performs related work as assigned.

QUALIFICATIONS GUIDELINES

Education and/or Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Police Lieutenant: Five years of law enforcement including three years of experience equivalent to the rank of Police Sergeant.

Police Captain: Two years' experience at or above the rank of Police Lieutenant. Equivalent to graduation from a college of university with major course work in criminology, law enforcement,

social sciences, public administration or a closely related field. Additional supervisory experience may be substituted for education on a year for year basis to a maximum of two years. Completion of the F.B.I. National Academy is desirable.

Knowledge, Skills and Abilities

Principles and practices of organization, administration, budget and personnel management. Modern police practices, techniques and methods. Pertinent federal, state and local laws and ordinances, particularly with reference to arrest search and seizures, evidence records keeping. Departmental rules and regulations. Plan, organize and coordinate the work of different divisions within the Police Department. Analyze complex police problems. Communicate clearly and concisely, orally and in writing. Properly interpret and makes decisions in accordance with laws and department regulations and policies.

Special Requirements

Possession of P.O.S.T Intermediate Certificate
Possession of P.O.S.T. Advanced Certificate.
Possession of a P.O.S.T. Supervisory Certificate.
Possession of a P.O.S.T. Management Certificate required for Police Captain.
Possession of appropriate California driver's license.

Receive satisfactory results from a background investigation, physical examination, drug testing and administrative testing which meet the established qualifications standards.

PHYSICAL PROFILE:

CATEGORY IV – PUBLIC SAFETY

DEFINITION

Positions in this category are involved in active public safety duties, which involve the safeguarding of individuals, public and property. Incumbents are required to meet the physical standards to insure the ability to carry out this responsibility.

OTHER FACTORS

Lifting Moderate: Lifting 50 pounds maximum with frequent lifting, pushing, and/or carrying of objects weighting up to 25 pounds.

Lifting Heavy: Lifting over 50 pounds, with frequent lifting, pushing and/or carrying weighing over 25 pounds.

Climbing: Ascending or descending ladders, ramps, scaffolding, poles and the like; using feet and legs and/or hands and arms.

Reaching: Reaching above the shoulders to place and/or retrieve objects.

Walking: Ability to walk for prolonged periods of time (usually a minimum of two or more hours per day.)

Standing: Ability to stand with little movement for prolonged periods of time (Usually a minimum of two or more hours per day).

Sitting: Ability to sit with little movement for prolonged periods of time (Usually a minimum of two or more hours per day).

Agility: Ability to move quickly and easily often including the ability to crawl, stoop or bend.

Color Vision: Ability to identify and distinguish colors

Distant Vision, Excellent: Without correction vision not less than 20/20 in one eye and not less than 20/25 in the other eye.

Temperatures: Works in temperature sufficiently high or low to cause marked bodily discomfort.

Fumes: Potential inhalation or contact with smoke, vapors, dust or gasses.

Work Environment – Outdoors: Ability to work outdoors in all types of weather conditions.

ATTACHMENT 2

Work Environment – Moving Objects: Ability to work around moving objects, machinery or vehicles.

Work Environment – Surfaces: Ability to walk on slippery or uneven surfaces

Heights: Ability to work on surfaces above 20 feet.

CLASS RANGE NO. Lieutenant	E-3B (\$6695 - \$8466 <i>per month</i>)
CLASS RANGE NO. Captain	E-4B (\$7679 - \$9334 <i>per month</i>)
FLSA	Exempt
ADOPTION DATE	
APPROVED BY:	

ATTACHMENT 3

Proposed Salaries - Police Management								
Effective July 2, 2019								
Job Classification	Class Range	Unit	A	B	C	D	E	F
Building Official	E-1	UM	5,380	5,650	5,932	6,327	6,647	n-a
Compliance Coordinator I	E-1	UM	5,380	5,650	5,932	6,327	6,647	n-a
Government Accountant	E-1	UM	5,380	5,650	5,932	6,327	6,647	n-a
Planning Services Manager	E-1	UM	5,380	5,650	5,932	6,327	6,647	n-a
Compliance Coordinator II	E-2	UM	5,932	6,230	6,542	6,976	7,329	n-a
Utilities Superintendent I	E-2	UM	5,932	6,230	6,542	6,976	7,329	n-a
Police Lieutenant	E-2B	UM	6,230	6,542	6,867	7,325	7,696	n-a
Public Works Superintendent	E-3	UM	6,391	6,711	7,047	7,516	7,896	n-a
Utilities Superintendent II	E-3	UM	6,391	6,711	7,047	7,516	7,896	n-a
Police Lieutenant	E-3B	UM	6,965	7,313	7,679	8,063	8,466	n-a
Administrative Services Director/City Clerk	E-4	UM	7,043	7,398	7,766	8,285	8,702	n-a
Community Development Director	E-4	UM	7,043	7,398	7,766	8,285	8,702	n-a
Finance Director	E-4	UM	7,043	7,398	7,766	8,285	8,702	n-a
Public Works Director	E-4	UM	7,043	7,398	7,766	8,285	8,702	n-a
Police Chief	E-4B	UM	7,537	7,913	8,308	8,863	9,309	n-a
Police Captain	E-4B	UM	7,679	8,063	8,466	8,889	9,334	n-a
City Engineer/Public Works Director	E-5	UM	8,348	8,765	9,203	9,817	10,312	n-a
Police Chief	E-5B	UM	10,833	n-a	n-a	n-a	n-a	n-a
City Manager	n-a	contract	11,737	n-a	n-a	n-a	n-a	n-a



CITY OF LAKEPORT
DEPUTY CITY CLERK III – RECORDS SUPERVISOR
Job Description

DEFINITION

Under general direction, plans, organizes and oversees the city-wide records management program and document imaging system; is responsible for the daily functions of the City Clerk's Office and performs related work as required.

CLASS CHARACTERISTICS

Distinguished from the Deputy City Clerk I/II in that the incumbent possesses greater experience and technical understanding of the daily functions of the City Clerk's Office while overseeing the city-wide records management program.

ESSENTIAL FUNCTIONS

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Perform a variety of complex and specialized program, office administrative and general support assignments for the Administrative Services Department.

Plans, organizes and oversees the city-wide records management program and document imaging system. Assists in budget planning for records management program.

Coordinates records retention, off-site retrieval of records, and destruction of records with city departments, in accordance with legal requirements and records management policies and procedures.

Responds to complex and difficult requests including Public Records Act requests Directs and supervises records and imaging activities.

When assigned, responds to requests of a sensitive and confidential nature, such as subpoenas.

Trains city staff in software use, retrieval procedures, and records management policies and procedures, as needed;

Responsible for daily functions of City Clerk's Office including but not limited to assistance with elections, preparation of agendas and minutes; agenda follow-up; processing ordinances for codification; and processing FPPC filings.

Researches, retrieves, and provides information pertaining to minutes, ordinances, resolutions, and history of the City to citizens, Council, the Mayor, City employees, and other entities; or directs such activity.

Leads and supervises the activities of part-time staff, volunteers or interns assigned to records management.

Attends City Council and Commission meetings, as requested. Attends department meetings, as required. Serves on various committees, as appropriate.

Performs some official duties of the Office of City Clerk in his/her absence; assists others in the performance of related tasks.

QUALIFICATIONS GUIDELINES

Education and/or Experience

Any combination of education and experience that provides the knowledge and skills required is qualifying. A typical way to obtain the knowledge and skills would be:

Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or a related field and three years of increasingly responsible experience coordinating a comprehensive records management program involving the maintenance, retention and disposition of a wide variety of records.

One year of experience in a supervisory or lead capacity is preferred.

Knowledge, Skills, and Abilities

Knowledge of:

- Principles of records management, organization and administration;
- Modern office procedures, document preparation for optical scanning of records;
- Legal requirements of local, state and federal laws relating to records retention and destruction;
- Computer software used in records management;
- Effective supervisory techniques;
- Customer service principles and practices
- Comprehensive understanding of department functions, devices, policies, practices and procedures;
- Principles of project leadership/coordination;
- Principles of business letter writing and basic report preparation;
- Uses of automated data or word processing equipment utilized in records systems;
- City ordinances and administrative rules and regulations affecting departmental operations and personnel matters;
- Applicable local, State and Federal regulations;
- City policies and procedures affecting departmental operations.
- General City operations.

Ability to:

- Analyze, Identify and correct problems in records management;
- Design and develop accurate record keeping systems;
- Work independently and follow through on assignments to ensure accuracy;
- Deal constructively with conflict and develop effective resolutions;
- Manage multiple tasks, as well as determine priorities and adjust work schedule accordingly;
- Communicate effectively with, and respond to, a demanding and diverse public in answering questions, policies, and handling complaints;
- Act independently, exercise sound judgment within established guidelines and maintain confidentiality;
- Collect and compile information and data;
- Perform word processing and spreadsheet applications;
- Use proper English grammar and spell correctly;
- Communicate effectively both orally and in writing;
- Plan, organize, prioritize, train, monitor and evaluate the work of subordinates;
- Plan and organize information in a manner that facilitates understanding by employees and the public

- Prepare and edit reports;
- Maintain a friendly and pleasant attitude and deal tactfully, politely and effectively with Council members, Commissioners, senior staff, employees, retirees and the general public;
- Lift and carry moderate to heavy objects.
- Compose, compile and maintain correspondence, special studies, statistical analyses, and reports;
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with subordinates, coworkers, management, other city employees, public officials, employees from other agencies, and the general public;
- Operate modern office equipment, computers and software applications;
- Implement and adhere to City and department rules, regulations and policies that govern assigned services and operations;
- Learn and utilize new skills and information to improve job performance and efficiency.

Special Requirements

Possession of or ability to obtain a Notary Public Appointment. Receive satisfactory results from a background investigation, physical examination, drug screening and administrative screening which meet the established qualification standards.

PHYSICAL PROFILE:

CATEGORY I - LIGHT PHYSICAL EFFORT

DEFINITION

Positions in this category require normal physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or special physical qualifications.

CHARACTERISTICS

Work assignments for this category are normally located in a work environment which has no unusual physical requirements or environmental conditions, unless separately identified. Positions in this category require only light physical effort while performing such functions as typing, writing, filing computing, operating light office equipment, interviewing, counseling, researching, planning, analyzing, and supervising. Positions allocated to this category are distinguished by a lack of duties involving strenuous activities. These positions seldom lift more than 20 pounds.

OTHER FACTORS

Reaching: Reaching above the shoulders to place and/or retrieve objects.

Sitting: Ability to sit with little movement for prolonged periods of time (Usually a minimum of two or more hours per day).

Distant Vision, Acceptable for Driving: Not less than 20/40 in each eye without correction or must correct to 20/40 in each eye and wear corrective lenses whenever driving

CLASS RANGE NO.	44
FLSA	Non-Exempt
ADOPTION DATE	
APPROVED BY:	

City of Clearlake
Revised FY 2018-19 Salary Schedule
Effective April 11, 2019

ATTACHMENT 5

			MONTHLY (Payroll Base)					ANNUAL					HOURLY (Payroll Input)				
Position	UNIT	RANGE	A Step	B Step	C Step	D Step	E Step	A Step	B Step	C Step	D Step	E Step	A Step	B Step	C Step	D Step	E Step
Maintenance Worker I	CMEA	11	1,994.57	2,094.30	2,199.01	2,308.96	2,424.41	23,934.84	25,131.58	26,388.16	27,707.57	29,092.95	11.5071	12.0825	12.6866	13.3209	13.9870
Office Worker	CMEA	11	1,994.57	2,094.30	2,199.01	2,308.96	2,424.41	23,934.84	25,131.58	26,388.16	27,707.57	29,092.95	11.5071	12.0825	12.6866	13.3209	13.9870
Office Assistant I	CMEA	13	2,042.16	2,144.27	2,251.48	2,364.06	2,482.26	24,505.92	25,731.22	27,017.78	28,368.67	29,787.10	11.7817	12.3708	12.9893	13.6388	14.3207
Kennel Technician	CMEA	16	2,197.87	2,307.76	2,423.15	2,544.31	2,671.52	26,374.44	27,693.16	29,077.82	30,531.71	32,058.30	12.6800	13.3140	13.9797	14.6787	15.4126
Office Assistant II	CMEA	19	2,364.05	2,482.25	2,606.37	2,736.68	2,873.52	28,368.60	29,787.03	31,276.38	32,840.20	34,482.21	13.6388	14.3207	15.0367	15.7886	16.5780
Maintenance Worker II	CMEA	23	2,568.56	2,696.99	2,831.84	2,973.43	3,122.10	30,822.72	32,363.86	33,982.05	35,681.15	37,465.21	14.8186	15.5595	16.3375	17.1544	18.0121
Office Assistant/Secretary	CMEA	25	2,736.69	2,873.52	3,017.20	3,168.06	3,326.46	32,840.28	34,482.29	36,206.41	38,016.73	39,917.57	15.7886	16.5780	17.4069	18.2773	19.1911
Account Clerk	CMEA	27	2,873.52	3,017.20	3,168.06	3,326.46	3,492.78	34,482.24	36,206.35	38,016.67	39,917.50	41,913.38	16.5780	17.4069	18.2772	19.1911	20.1507
Code Enforcement Technician	CMEA	27	2,873.52	3,017.20	3,168.06	3,326.46	3,492.78	34,482.24	36,206.35	38,016.67	39,917.50	41,913.38	16.5780	17.4069	18.2772	19.1911	20.1507
Grants Technician	CMEA	27	2,873.52	3,017.20	3,168.06	3,326.46	3,492.78	34,482.24	36,206.35	38,016.67	39,917.50	41,913.38	16.5780	17.4069	18.2772	19.1911	20.1507
Planner, Technician	CMEA	27	2,873.52	3,017.20	3,168.06	3,326.46	3,492.78	34,482.24	36,206.35	38,016.67	39,917.50	41,913.38	16.5780	17.4069	18.2772	19.1911	20.1507
Secretary/Permit Technician	CMEA	27	2,873.52	3,017.20	3,168.06	3,326.46	3,492.78	34,482.24	36,206.35	38,016.67	39,917.50	41,913.38	16.5780	17.4069	18.2772	19.1911	20.1507
Code Enforcement Officer I	CMEA	29	3,017.20	3,168.06	3,326.46	3,492.79	3,667.43	36,206.40	38,016.72	39,917.56	41,913.43	44,009.11	17.4069	18.2773	19.1911	20.1507	21.1582
Maintenance Worker III	CMEA	30	3,090.72	3,245.26	3,407.52	3,577.89	3,756.79	37,088.64	38,943.07	40,890.23	42,934.74	45,081.47	17.8311	18.7226	19.6588	20.6417	21.6738
Support Services Technician I	CMEA	30	3,090.72	3,245.26	3,407.52	3,577.89	3,756.79	37,088.64	38,943.07	40,890.23	42,934.74	45,081.47	17.8311	18.7226	19.6588	20.6417	21.6738
Building Inspector I	CMEA	33	3,326.45	3,492.77	3,667.41	3,850.78	4,043.32	39,917.40	41,913.27	44,008.93	46,209.38	48,519.85	19.1911	20.1506	21.1581	22.2160	23.3269
Code Enforcement Officer, Senior	CMEA	33	3,326.45	3,492.77	3,667.41	3,850.78	4,043.32	39,917.40	41,913.27	44,008.93	46,209.38	48,519.85	19.1911	20.1506	21.1581	22.2160	23.3269
Maintenance Worker, Senior	CMEA	34	3,357.12	3,524.98	3,701.22	3,886.29	4,080.60	40,285.44	42,299.71	44,414.70	46,635.43	48,967.20	19.3680	20.3364	21.3532	22.4209	23.5419
Facilities Coordinator/Dep City Clerk	CMEA	35	3,492.79	3,667.43	3,850.80	4,043.34	4,245.51	41,913.48	44,009.15	46,209.61	48,520.09	50,946.10	20.1507	21.1582	22.2162	23.3270	24.4933
Maintenance Worker, Lead	CMEA	35	3,492.79	3,667.43	3,850.80	4,043.34	4,245.51	41,913.48	44,009.15	46,209.61	48,520.09	50,946.10	20.1507	21.1582	22.2162	23.3270	24.4933
Planner I, Assistant	CMEA	35	3,492.79	3,667.43	3,850.80	4,043.34	4,245.51	41,913.48	44,009.15	46,209.61	48,520.09	50,946.10	20.1507	21.1582	22.2162	23.3270	24.4933
Building Inspector II	CMEA	37	3,667.42	3,850.79	4,043.33	4,245.50	4,457.77	44,009.04	46,209.49	48,519.97	50,945.96	53,493.26	21.1582	22.2161	23.3269	24.4933	25.7179
Building Inspector, Chief	CMEA	45	4,457.78	4,680.67	4,914.70	5,160.44	5,418.46	53,493.36	56,168.03	58,976.43	61,925.25	65,021.51	25.7180	27.0039	28.3541	29.7718	31.2603
Engineering Technician	CMEA	46	4,569.21	4,797.67	5,037.55	5,289.43	5,553.90	54,830.52	57,572.05	60,450.65	63,473.18	66,646.84	26.3608	27.6789	29.0628	30.5160	32.0417
Animal Control Officer	CPA		3,090.72	3,245.26	3,407.52	3,577.89	3,756.79	37,088.64	38,943.07	40,890.23	42,934.74	45,081.47	17.8311	18.7226	19.6588	20.6417	21.6738
Police Dispatcher	CPA	23	3,114.93	3,270.68	3,434.21	3,605.92	3,786.22	37,379.16	39,248.12	41,210.52	43,271.05	45,434.60	17.9708	18.8693	19.8128	20.8034	21.8436
Support Services Tech	CPA	27	3,173.58	3,332.26	3,498.87	3,673.82	3,857.51	38,082.96	39,987.11	41,986.46	44,085.79	46,290.08	18.3091	19.2246	20.1858	21.1951	22.2548
Community Service Officer	CPA	27	3,173.58	3,332.26	3,498.87	3,673.82	3,857.51	38,082.96	39,987.11	41,986.46	44,085.79	46,290.08	18.3091	19.2246	20.1858	21.1951	22.2548
Police Officer II	CPA	36	4,125.85	4,332.14	4,548.75	4,776.19	5,015.00	49,510.20	51,985.71	54,585.00	57,314.25	60,179.96	23.8030	24.9931	26.2428	27.5549	28.9327
Police Investigator P/T			hourly										28.3600				
Admin Assistant	M&C	50	4,949.75	5,197.24	5,457.10	5,729.95	6,016.45	59,397.00	62,366.85	65,485.19	68,759.45	72,197.42	28.5563	29.9841	31.4833	33.0574	34.7103
Public Works Superintendent	M&C	60	6,317.28	6,633.14	6,964.80	7,313.04	7,678.69	75,807.36	79,597.73	83,577.61	87,756.50	92,144.32	36.4458	38.2681	40.1815	42.1906	44.3002
Admin. Services Dir./City Clerk	M&C	62	6,633.14	6,964.80	7,313.04	7,678.69	8,062.62	79,597.68	83,577.56	87,756.44	92,144.26	96,751.48	38.2681	40.1815	42.1906	44.3001	46.5151
Police Lieutenant	M&C	64	6,964.80	7,313.04	7,678.69	8,062.63	8,465.76	83,577.60	87,756.48	92,144.30	96,751.52	101,589.10	40.1815	42.1906	44.3001	46.5152	48.8409
City Engineer	M&C	65	7,134.68	7,491.41	7,865.98	8,259.28	8,672.25	85,616.16	89,896.97	94,391.82	99,111.41	104,066.98	41.1616	43.2197	45.3807	47.6497	50.0322
Public Works Director	M&C	66	7,313.04	7,678.69	8,062.63	8,465.76	8,889.05	87,756.48	92,144.30	96,751.52	101,589.10	106,668.55	42.1906	44.3001	46.5152	48.8409	51.2830
Director of Finance	M&C	67	7,491.40	7,865.97	8,259.27	8,672.23	9,105.84	89,896.80	94,391.64	99,111.22	104,066.78	109,270.12	43.2196	45.3806	47.6496	50.0321	52.5337
Police Captain	M&C	68	7,678.69	8,062.62	8,465.76	8,889.04	9,333.50	92,144.28	96,751.49	101,589.07	106,668.52	112,001.95	44.3001	46.5151	48.8409	51.2829	53.8471
Assistant City Manager	M&C	72	8,465.76	8,889.05	9,333.50	9,800.18	10,290.18	101,589.12	106,668.58	112,002.00	117,602.11	123,482.21	48.8409	51.2830	53.8471	56.5395	59.3664
Police Chief	M&C	CONTRACT					10,833.33	-	-	-	-	130,000.00	-	-	-	-	62.5000
City Manager	M&C	CONTRACT					11,808.33	-	-	-	-	141,699.96	-	-	-	-	68.1250
Records & Communication Officer	MMA	43	4,734.12	4,970.83	5,219.37	5,480.34	5,754.35	56,809.44	59,649.91	62,632.41	65,764.03	69,052.23	27.3122	28.6778	30.1117	31.6173	33.1982
Public Works Supervisor	MMA	46	4,973.19	5,221.85	5,482.94	5,757.09	6,044.94	59,678.28	62,662.19	65,795.30	69,085.07	72,539.32	28.6915	30.1261	31.6324	33.2140	34.8747
Police Sergeant	MMA	45	5,137.30	5,394.17	5,663.87	5,947.07	6,244.42	61,647.60	64,729.98	67,966.48	71,364.80	74,933.04	29.6383	31.1202	32.6762	34.3100	36.0255



CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Redevelopment Successor Agency ☐
Lakeport Industrial Financing Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Appointments to the Lakeport Planning Commission

MEETING DATE: 06/04/2019

SUBMITTED BY: Kelly Buendia, City Clerk

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to accept resignation of Planning Commissioner Driver and appoint replacement Commissioner from eligibility list.

BACKGROUND/DISCUSSION:

The Planning Commission was established in 1956. It has land use decision-making authority as defined by the Lakeport zoning ordinance and also advises and reports on planning matters to the Lakeport City Council.

The commission consists of five members who serve four-year terms. The terms are staggered between even and odd years so that three members are chosen in December of even years and two members chosen in December of odd years. Qualified applicants must be a resident of the City of Lakeport, however, the City Council may appoint one member who lives outside of the City limits, but within the Lakeport zip code area.

A temporary Ad Hoc Selection Advisory Committee, consisting of Mayor Turner and Council Member Mattina (with staff support), was appointed by the Council at the meeting of October 16, 2018. This committee was charged with interviewing applicants and making recommendations to Council regarding appointments to the City's various Committees and Commissions.

At that time, the annual recruitment for applicants to serve on the Commission was done by a press release that went out to all local media and by advertising on the City's website. Five applications were received, from Brandon Disney, Jeri Driver, Michael Froio, Kipp Knorr, and Mark Mitchell. The Council appointed Jeri Driver, Michael Froio, and Mark Mitchell to the Planning Commission, effective January 1, 2019, with terms expiring December 31, 2022.

Planning Commissioner Jeri Driver tendered her resignation due to health issues on May 19, 2019.

In order to fill her seat, we have contacted the two prior applicants for the appointment, Brandon Disney and Kip Knorr, to ascertain if either are still interested in serving.

The Selection Advisory Committee is recommending Brandon Disney for the appointment of Planning Commissioner.

At the time of publication of this staff report, Kip Knorr has not responded back to the City.

OPTIONS:

Choose a member to serve on the Planning Commission; or
Direct staff to further advertise the positions.

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

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

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

Comments:

SUGGESTED MOTIONS:

Move to appoint Brandon Disney, or Kip Knorr to the Planning Commission to terms effective immediately, to a term expiring December 31, 2022.

☒ **Attachments:** 1. Applications

APPLICATION FOR APPOINTMENT TO THE CITY OF LAKEPORT ADVISORY BOARD, COMMISSION OR COMMITTEE



Committee or Commission Applying for (Please check one):

VII.A.3 - Attachment 3A

Lakeport Economic Development Advisory Committee ☐

Parks and Recreation Commission ☐

Lake County Vector Control Board ☐

Traffic Safety Advisory Committee ☐

Planning Commission ☒

Measure Z Advisory Committee (MZAC) ☐

APPLICANT NAME:

Brandon Disney

ADDRESS:

[REDACTED]

HOME PHONE:

WORK PHONE:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

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

I have lived in Lakeport almost my entire life. I have seen it grow and change over the years,

and I would love the opportunity to help shape our community for the better. I recently moved

back to Lakeport after living in Sacramento for the last several years. While away, I went to CSU

Sacramento where I earned my bachelors degree in Recreation, Parks, and Tourism

Administration and I minor in Business. I am excited to be back in Lakeport and I am ready to

make a positive impact through a seat on the Planning Commission.

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

Signature:

Brandon Disney

Date:

11/19/18

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

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

Appointment: ☐ Approved

☐ Denied

Length of Term:

From _____ to _____

Date:

**APPLICATION FOR APPOINTMENT TO THE CITY OF LAKEPORT
ADVISORY BOARD, COMMISSION OR COMMITTEE**

VII.A.3 - Attachment 30



Committee or Commission Applying for (Please check one):

Lakeport Economic Development Advisory Committee ☐

Parks and Recreation Commission ☐

Lake County Vector Control Board ☐

Traffic Safety Advisory Committee ☐

Planning Commission ☒

Measure Z Advisory Committee (MZAC) ☐



APPLICANT NAME:

KIPP KNORR

ADDRESS:

HOME PHONE:

WORK PHONE:

EMAIL ADDRESS:

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

I HAVE A LONG HISTORY WITH PLANNING
FOR BUILDING, HAVE BEEN ON THIS
COMMISSION FOR OVER 6 MONTHS AND
UNDERSTAND THE CURRENT ISSUES.
ENJOY THE INTERACTION WITH STAFF
AND OTHER COMMISSIONERS. I AM
PROUD OF LAKEPORT.

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

Signature:

Date:

12/15/18

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

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

Appointment: ☐ Approved

☐ Denied

Length of Term:

From _____ to _____

Date:



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: Lake Family Associates II, LP Developer of Martin Street Affordable Family Rental Housing, Deferral Request of Wastewater and Water Connection Fees.

MEETING DATE: June 4, 2019

SUBMITTED BY: Margaret Silveira, City Manager,

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve a wastewater connection fees and water capacity fees deferral agreement/loan for a 48-unit Affordable Family Rental Housing Project – Martin Street Family Apartments.

BACKGROUND/DISCUSSION:

AMG & Associates – Pacific West Communities built a 42-unit senior housing in Lakeport in 2014. It has also completed their first phase of 26 affordable family units. This request is for the second phase of 48 affordable family units.

To provide affordable housing in Lakeport, the developer needs assistance through the California Tax Credit Allocation Committee (CTCAC) in order to make the project affordable. This is a competitive application process and to obtain the points necessary for the funding, the local jurisdiction needs to partner with the developer to receive the tax credits.

The City of Lakeport does not have the capacity to invest monetarily, thus the deferral of the wastewater and water connection fees would meet the needed match. The total for wastewater connection fees deferred is \$706,041 and the total water capacity fees deferred is \$188,310. This deferral will allow the project to proceed which is consistent with the City's General Plan and Housing Element. This is also consistent with State's Housing Policy to provide affordable housing.

The payback for the deferral will be a 55 year loan paid through annual installments limited to 20% of Residual Receipts generated by the project. The deferral will be secured by a deed of trust.

OPTIONS:

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

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

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

Comments:

SUGGESTED MOTIONS:

Approve proposed deferral and authorize city manager to sign all documents.

- ☒ **Attachments:**
1. Resolution
 2. Impact Fee Loan Request
 3. Impact Fee Loan Term Sheet

RESOLUTION No. _____ (2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT APPROVING AND AUTHORIZING A REQUEST FROM LAKEPORT FAMILY ASSOCIATES II, A CALIFORNIA LIMITED PARTNERSHIP, SEEKING EXECUTION OF AN IMPACT FEE DEFERRAL AGREEMENT TO SUPPORT THE CONSTRUCTION OF A 47,780 SQUARE FOOT, 48 UNIT TWO STORY INCOME-RESTRICTED FAMILY APARTMENT COMPLEX, LOCATED AT 1255 MARTIN STREET, CITY OF LAKEPORT (ASSESSOR'S PARCEL NUMBER 025-431-16)

WHEREAS, LAKEPORT FAMILY ASSOCIATES II, A CALIFORNIA LIMITED PARTNERSHIP, (Developer) is proposing to develop a 48-unit affordable family housing complex at 1255 Martin Street, the City of Lakeport (Project), and

WHEREAS, the City of Lakeport has been approached by Developer with a request to provide an impact fee deferral of certain Waste Water Collection fees in the amount of \$706,041 and Water Capacity fees in the amount of \$188,310 for a total impact fee deferral of \$894,351 ("Fee Deferral") to assist with the development and construction of the Project, and

WHEREAS, the Federal Low-Income Tax Credit program was established by the Tax Reform Act of 1986, codified in Section 42 of the Internal Revenue Code ("IRC") of 1986, as amended, to encourage the construction and rehabilitation of low income rental housing; and

WHEREAS, the California Tax Credit Allocation Committee ("TCAC") is the housing credit agency in the State of California responsible for allocating Federal tax credits to owners of qualifying residential rental housing projects, pursuant to a Qualified Allocation Plan; and

WHEREAS, TCAC encourages local government agencies to provide financial assistance to aid in the development and construction of low income rental housing; and

WHEREAS, the proposed units will satisfy State requirement to provide affordable housing and that the subject project will credit the State requirements as defined by the California Housing and Community Development Department (HCD).

WHEREAS, Fee Deferral is conditioned upon Developer receiving an award of Federal tax credits from TCAC and all other necessary financing to make the project feasible in the 2019 or 2020 funding rounds;

NOW, THEREFORE, THE LAKEPORT CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

The Council hereby approves and authorizes execution of an Impact Fee Deferral Agreement consistent with the terms listed below. City shall defer the collection of \$894,351 of Impact Fees. Said deferral shall be paid from residual cash flow from the project, which shall be secured by a deed of trust and promissory note.

PASSED AND ADOPTED by the City of Lakeport City Council at a regular public hearing on the 4TH day of 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Barnes, Mayor

Attest:

Kelly Buendia, City Clerk



16633 Ventura Blvd. Suite 1014
Encino, CA 91436



Date: April 19, 2019

Margaret Silveira
225 Park Street
Lakeport, CA 95453

Re: Martin Street Family Apartments II
Request for Impact Fee Loan

Dear Ms. Silveira,

AMG & Associate's respectfully request a deferral of all City of Lakeport Waste Water Connection and Water Capacity Development Impact Fees ("Impact Fee Loan") to help facilitate the financing, development and construction of a 48 unit income-restricted family apartment project located on 1255 Martin Street in the City of Lakeport ("Project"). The Project will be financed utilizing 9% credits issued by the California Tax Credit Allocation Committee ("CTCAC"). This is an extremely competitive program that favors projects that utilize local funding sources. We believe this Impact Fee Loan will make our application for 9% credits extremely competitive.

The project is subject to a 55 year tax credit regulatory agreement that ensures the Project remains affordable. The Project will be restricted to tenants whose income levels are 30-60% of the Area Median Income. Rents for the Project are adjusted accordingly depending on what income brackets tenant falls under.

Attached please find an Impact Fee Deferral page which breaks down the amount for each of the development impact fees, a draft Resolution and also a Proposed Loan Terms document which outlines the proposed terms of the Impact Fee Loan.

Thank you for your consideration of this request. The impact fee loan is an extremely important part of the overall financing strategy for the project.

Should you have any questions, please do not hesitate to call.

Best regards,

A handwritten signature in blue ink, appearing to read 'CJ' or 'Cameron Johnson', written over a horizontal line.

Cameron Johnson,
AMG & Associates, LLC

PROPOSED LOAN TERMS
April 19, 2019
AFFORDABLE FAMILY RENTAL HOUSING – MARTIN STREET FAMILY
APARTMENTS II
CITY OF LAKEPORT

1. BORROWER: The Borrower will be Lakeport Family Associates II, LP. The Loan may be assigned only to meet Project financing requirements and/or the Borrower's limited partnership agreement.
2. PROPERTY; PROJECT: The Loan shall be made in connection with the development of the Lakeport Family Apartments II to be constructed on property located at 1255 Martin Street ("Property").

The proposed project will consist of 47 affordable family housing rental units targeting very-low and low-income families and 1 manager's unit ("Project").

3. LOAN AMOUNT: The City of Lakeport("Lender") will provide a loan to Borrower in the amount of \$894,351, which is the total of the Waste Water Connection Fees (\$706,041) and Water Capacity Fees (\$188,310) ("Fee Deferral Loan").
4. INTEREST RATE: The outstanding principal balance of the Fee Deferral Loan shall bear no interest (0%) from disbursement through and including the construction loan closing until the earlier of (i) the permanent loan conversion or (ii) the third (3rd) anniversary of the Project's construction loan closing; thereafter, the outstanding principal balance of the Loan shall bear interest at a simple rate not to exceed three percent (2%) per year, with the Executive Director of the Lender authorized to set the rate, prior to the construction loan closing, from 0% to 2%, as reasonably necessary to make the Project financially feasible.
5. MATURITY DATE: The Fee Deferral Loan shall mature fifty-five (55) years from the date the Certificate of Occupancy or its equivalent is issued by the City of Lakeport.
6. USES OF LOAN PROCEEDS: The Loan proceeds will used to finance a portion of the predevelopment, development, and construction costs of the Project. Construction costs will include the cost of all fees necessary for the issuance of building permits, notwithstanding the fact that the Loan proceeds shall be disbursed so that the building permits can be issued prior to the Project's construction loan closing.
7. REPAYMENT LIMITED TO RESIDUAL RECEIPTS: Annual installments to repay the Fee Deferral Loan are limited to 20% of Residual Receipts generated by the Project. Lenders' Share of the Residual Receipts will be used to repay the Fee Deferral Loan on a prorata basis based on the respective loan amount.

The definition of Residual Receipts is still subject to negotiation and will need to be narrowly defined to ensure that there will be cash flow to repay the Loan. This should be substantially similar to what the affordable housing industry uses, which has been pretty well standardized.

8. SECURITY: The Fee Deferral Loan will be secured by a Deed of Trust naming the Lender as the beneficiary. In the event any Loan proceeds are disbursed prior to the recording of the Deed of Trust, the Loan shall be secured by an Assignment of Agreements, Plans and Specifications.
9. NONRECOURSE: Repayment of principal and interest will be nonrecourse to the Borrower and its partners; recourse shall be limited to the property and any other security (such as the plans, specifications and other Project-related documents) given by Borrower. The loan documents will include the standard nonrecourse provision.
10. SUBORDINATION: Lender will agree to subordinate Deed of Trust and Regulatory Agreement shall be subordinate to all construction lender and Tax Credit lender permanent deeds of trust and senior loan regulatory agreements. The Lender will agree to enter into an inter-creditor agreement with any other subordinate lenders to ensure parity of distribution of Residual Receipts.