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, THE LAKEPORT GROUNDWATER SUSTAINABLITY AGENCY and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)

Tuesday, October 20, 2026 6:00 p.m.

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

See Teleconferencing Instructions Below

If you cannot attend in person, and would like to speak on an agenda item, you can access the Zoom meeting remotely:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. Zoom Meeting Link Passcode: 477973

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 973 6820 1787
Passcode: 477973
International numbers available: https://zoom.us/u/abNyiaqY1I

Virtual Meeting Participation

Zoom attendees will remain in listen-only mode until public comment is invited. To speak, use the Raise Hand feature when prompted; the organizer will enable your audio when it is your turn, and you may need to unmute yourself. General comments should be made during General Public Comment, while comments concerning a specific agenda item should be made during that item's public comment period.

Joining by telephone: Press *9 to raise or lower your hand. When called upon, press *6 to unmute yourself; press *6 again to mute when finished.

Public Comment via Email

The City wants you to know that you can also submit your comments by email to virtualhost@cityoflakeport.com.
To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 3:30 p.m. on Tuesday, October 20, 2026.

Please indicate in the email Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on.
Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words).
Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting.

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, LAKEPORT GROUNDWATER SUSTAINABILITY AUTHORITY and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)*

Tuesday, October 20, 2026, 6:00 p.m.

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

**All references to "City Council" include those other agencies which are listed above*

The City Council may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the agenda items are described. The council may establish and make appointments to a Council committee (made up of two Councilmembers) with respect to any item appearing on this agenda.

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 the minutes of the September 15, 2026, regular City Council meeting.
	C.	Application 2026-037: Amended	Approve amendment to application 2026-037, with staff recommendations, for reserved parking at the Registrar of Voters office from October 21, 2026 to November 4, 2026.
	D.	Application 2026-041:	Approve application 2026-041, with staff recommendations, for the Dickens Fair event.
	E.	Application 2026-042:	Approve application 2026-042, with staff recommendations, for the Christmas Trees on Main Street display.
	F.	Application 2026-043:	Approve application 2026-043, with staff recommendations, for the Halloween Parade.
	G.	Application 2026-044:	Approve application 2026-044, with staff recommendations, for the Clear Lake High School Homecoming Parade.
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. 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.	Proclamation:	Proclamation honoring long time Lakeport Police Volunteer Greg Scott.
	C.	Presentation:	Update on the Kuhlanapo Restoration.
	D.	Presentation:	Presentation from the Clear Lake Blue Ribbon Committee.

VI. COUNCIL BUSINESS:

A. City Manager

1. Lake County Air Quality Management District (LCAQMD) Overview and Discussion of City Voting Membership on the District Board:	Receive the report from the Lake County Air Quality Management District and direct staff to continue working with the Air District, County of Lake, and City of Clearlake to develop a revised District Board composition that includes voting membership from Lakeport and Clearlake, consistent with Health and Safety Code Section 40704.5.
2. Letter of Support for Congressman Thompson's 'Revitalize Rural America Act':	Approve the letter of support for the Revitalize Rural America Act and authorize the Mayor to sign and submit on behalf of the Lakeport City Council.

B. Public Works Director

1. Pilot Project: 4-Way Stop at Forbes	Approve permanent four-way stop control at the intersection of 11th Street and Forbes Street, authorize staff to implement interim pavement markings, "4-WAY" supplemental plaques, and advance warning signage, and direct staff to incorporate the permanent intersection improvements into the proposed Highway Safety Improvement Program project for the corridor.
2. Consideration and Approval of Term Extensions for On-Call Consultant Contracts:	Authorize the City Manager to execute amendments to extend the terms of twelve on-call agreements by one year.

C. Community Development Director

1. Memorandum of Understanding with the County of Lake for Map and Legal Description Review Services:	Approve the Memorandum of Understanding between the City of Lakeport and the County of Lake for map and legal description review services and authorize the Mayor to execute the agreement, subject to final execution by the County of Lake.

VII. CITY COUNCIL COMMUNICATIONS:

A. Travel, Calendar, and Miscellaneous Reports, if any**:**

VIII. 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, LAKEPORT GROUNDWATER SUSTAINABILITY AUTHORITY and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)*

Tuesday, September 15, 2026, 6:00 p.m.

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

**All references to "City Council" include those other agencies which are listed above*

The City Council may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the agenda items are described. The council may establish and make appointments to a Council committee (made up of two Councilmembers) with respect to any item appearing on this agenda.

I. CALL TO ORDER & ROLL CALL: Mayor Disney called the meeting to order at 6:00p.m. with Council Members Costa, Parlet, Mattina and Price present.

The Mayor recognized the passing of Lars Ewing, a longtime Lake County public servant and community leader, and reflected on his many professional and personal contributions to Lakeport and the greater Lake County community. Council members were invited to share remarks and memories, followed by a moment of silence honoring Mr. Ewing's life, service, and lasting contributions to the community.

II. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Mayor Disney.

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS: City Manager Ingram announced that the presentation on the Regional Housing Trust Fund would need to be rescheduled and pulled from the agenda. A motion was made by Council Member Mattina, seconded by Council Member Parlet, and unanimously carried by voice vote 5-0-0-0 to accept agenda as amended.

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 the minutes of the September 1, 2026 regular City Council meeting.
C.	Application 2026-039:	Approve application 2026-039, with staff recommendations, for the National Night Out event.
D.	Application 2026-040:	Approve application 2026-040, with staff recommendations, for the Walnut Harvest Dinner.
E.	Meeting Cancellation:	Authorize the cancellation of the regular meeting scheduled for October 6, 2026, for National Night Out.
	Vote on Consent Agenda:	A motion was made by Council Member Costa, seconded by Council Member Price, and unanimously carried by voice vote 5-0-0-0 to approve the Consent Agenda, items A-E.

V. PUBLIC PRESENTATIONS/REQUESTS:

A.	Public Input:	No input was offered from the public.

B. Presentation:

The presentation on the Regional Housing Trust Fund was removed due to scheduling issues.

VI. COUNCIL BUSINESS:

A. City Manager

1. South Lakeport Water Resiliency & Fire Suppression Annexation Project:

The staff report was presented by City Manager Ingram.

Supervisor Brad Rasmussen said that the road project with undergrounding of PG&E is valued at $20 million. He stated that water is needed due to fire hazard and that utilities should be ahead of the road project.

Justin Radcliffe owner of Premiere Flooring spoke in opposition of the annexation project but in favor of bringing the city water into the area.

Elizabeth Larson asked follow up questions.

A motion was made by Council Member Costa, seconded by Council Member Parlet, and unanimously carried by voice vote 5-0-0-0 to receive and file the South Lakeport Water Resiliency and Fire Suppression Annexation project update and direct staff to continue completing the application documents, coordinating the required City and County agreements and approvals, and preparing the Resolution of Application for future City Council consideration.

B. Community Development Director

1. Bevins Street Apartments:

The staff report was presented by Community Development Director Hejnowicz.

A motion was made by Council Member Mattina, seconded by Council Member Parlet, and unanimously carried by voice vote 5-0-0-0 to adopt a Resolution of the City Council of the City of Lakeport authorizing the acceptance of a multifamily housing program award for the Bevins Street Senior Apartments project and authorizing the execution of standard agreements and related documents.

VII. CITY COUNCIL COMMUNICATIONS:

A. Travel, Calendar, and Miscellaneous Reports, if any**:**

Community Development Director Hejnowicz offered no report.

Police Chief Stoebe reminded the City Council about National Night Out.

Utilities Director Harris offered no report.

Administrative Services Director Buendia offered no report

Public Works Director Ladd reminded the community that Coastal Cleanup Day is this Saturday and encouraged participation. Cleanup efforts will focus on the shoreline, Forbes Creek area, and other locations throughout the community.

Planning Services Manager Fernandez offered no report.

City Attorney Anderson offered no report.

City Manager Ingram encouraged participation in the upcoming National Night Out event at Xabatin Park and noted that City representatives will travel to Anaheim for the Cal Cities Annual Conference. He also stated that he would share additional information from Cal Cities regarding the resolution recently considered by the Council.

Council Member Costa reported that she will be unable to attend the upcoming Cal Cities Annual Conference and shared neighborhood concerns near the Parkside development regarding ongoing cleanup needs and reports of reckless driving. She

noted that increased activity in the area may warrant continued attention to traffic and public safety concerns.

Council Member Parlet thanked Police Chief Stoebe, the former Police Chief, Supervisor Rasmussen, and others for being good sports and participating in the Lake County Fair dunk tank fundraiser.

Council Member Price reminded the community about the upcoming Harvest Festival and shared updates from PEG TV regarding outreach to local schools. She also announced a Lake County Chamber of Commerce mixer hosted by the Mendocino College Foundation's Lake County Friends at the Lake Center.

Council Member Mattina reported that the new stop sign on 11th Street appears to be working well and improving safety. She also noted that she would be attending the upcoming LAFCO meeting in Clearlake.

Mayor Disney reported on presenting a letter of appreciation to the Lake County Board of Supervisors for the recent drone show and participating in the historic Clear Lake Watershed and Hitch Co-Management Agreement signing with Tribal, State, and local government partners. He also recognized the Lakeport Rotary's dunk tank fundraiser at the Lake County Fair.

VIII. **ADJOURNMENT:** Mayor Disney adjourned the meeting at 7:39 p.m.

_____
Brandon Disney, Mayor

Attest:

_____
Kelly Buendia, City Clerk

Revised Application

CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

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

This section to be completed by City:

Application Received (Date): 08/10/2026	Application No. 2026-037
☐ $15.00 Application Fee Paid	For Council Meeting of (Date): 08/18/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: Maria Valadez		Organization Name: Lake County Registrar of Voters
Address: 325 N. Forbes St Lakeport Ca 95453		Address: 325 N. Forbes St Lakeport Ca 95453
Home Phone:	Work Phone: (707) 263-2372	Mobile Phone:
Email Address: elections@lakecountyca.gov		Website/Facebook Page:
Other Contact: Lourdes		Phone for Other Contact: (707) 263-2372
Organization is: ☐ Nonprofit Organization ☐ For Profit Organization		

Name of Event: Side Parking			
Description of Event: Provide parking accommodations for voters during peak time of voting.			
Public Area of Use: ☐ Main Street ☐ Library Park ☐ Silveira Community Center Parking Lot ☐ Xabatin Community Park			
Specific Location of Event (Map Must be Attached): Street parking in front of the Registrar of Voters office.			
Does this use involve public right of way, streets, or sidewalk? ■ Yes ☐ No If yes, please indicate specific location:			
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:			
Date(s) of Event: ~~Oct 26, 2026- Nov 4, 2026~~ Revised Dates: 10/21/2026 - 11/04/2026	Total Number of Days: 10	Set Up Time:	Oct 26, 2026 7 am- 8am to 5pm M-F
		Time of Event:	- Nov 3, 7am-8pm
		Tear Down Time:	Nov 4, 2026 9am
Specify anticipated number of people (both participants and the public):			
Will any vendors be present? Yes ☐ No ■	Will any food booths be present? Yes ☐ No ■		

Requirements:	Specific City Staff Needs:
☐ Electricity (cannot be guaranteed by City)	☐ Police
☐ Barricades	☐ Public Works
☐ Street/Sidewalk Closures	☐ Parks
☐ No irrigation in park prior to event	☐ Other (please specify):
■ Other (please specify): Voter Parking Only signs	
Coordination of these requirements must be made through the Public Works Department: (707) 263-0751	*The City reserves the right to bill applicant for related City costs.*

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

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

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

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

María Valadez

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 8/10/2026

STAFF RESPONSE

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

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

The following will be Required:

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

Staff Comments:

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

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**

Outlook

Re: Application 2026-037 - Reserved Parking - Election

From Dale Stoebe <dstoebe@lakeportpolice.org>

Date Wed 2026-08-12 1:56 PM

To Hilary Britton <hbritton@cityoflakeport.com>; Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>

The Police Department has no issues with this recurring event.

Thank you,



Chief of Police
Lakeport Police Department



CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Wednesday, August 12, 2026 1:13 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley

<rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: Application 2026-037 - Reserved Parking - Election

Good Afternoon,

Please find attached application 2026-037 for reserved parking on Forbes Street by the Registrar of Voters office during the election for your review and comments.

We would like to submit this for City Council approval at the 09/01/2026 Council meeting, so please have your comments back to me by 08/25/2026.

Thank you for your input.

Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

E-mail correspondence and attachments with the City of Lakeport may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

*For Public Records Act requests, please visit our *online public records request system*







Book time to meet with me

Outlook

Fw: Application 2026-037 - Reserved Parking - Election

From Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Date Tue 2026-08-18 9:11 AM
To Hilary Britton <hbritton@cityoflakeport.com>

From: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Sent: Tuesday, August 18, 2026 09:09
To: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Subject: RE: Application 2026-037 - Reserved Parking - Election

No questions or comments.

From: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Sent: Wednesday, August 12, 2026 1:42 PM
To: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Subject: Fw: Application 2026-037 - Reserved Parking - Election

Records Unit

www.lakesheriff.com P: 707-262-4200

1220 Martin St F:707-262-4204

Lakeport, CA 95453 Dispatch: 707-263-2690

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Wednesday, August 12, 2026 1:13 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records

<mbx.Sheriff_Records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: [EXTERNAL] Application 2026-037 - Reserved Parking - Election

Good Afternoon,

Please find attached application 2026-037 for reserved parking on Forbes Street by the Registrar of Voters office during the election for your review and comments.

We would like to submit this for City Council approval at the 09/01/2026 Council meeting, so please have your comments back to me by 08/25/2026.

Thank you for your input.

Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

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like us on facebook

register, then VOTE

Book time to meet with me

CITY OF LAKEPORT

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Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

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

This section to be completed by City:

Application Received (Date): 09/14/2026	**Application No.** 2026-041
[X] **$15.00 Application Fee Paid**	**For Council Meeting of (Date):** 10/20/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: ROBERT SANTANA		**Organization Name:** LAKEPORT MAIN STREET ASSOCIATION
Address: PO BOX 1032 LAKEPORT, CA 95453		**Address:**
Home Phone:	**Work Phone:**	**Mobile Phone:** (650)222-5343
Email Address: ADMIN@LAKEPORTMAINSTREET.COM		**Website/Facebook Page:**
Other Contact: TIFFANY LANDERS		**Phone for Other Contact:** (707)972-1522
Organization is: [■] **Nonprofit Organization** [ ] **For Profit Organization**		

Name of Event: DICKENS FESTIVAL		
Description of Event: STREET FAIR WITH CRAFTS, FOOD, ALCOHOL SALES, SLEDDING HILL & TREE LIGHTING		
Specific Location of Event (Map Must be Attached): MAIN STREET & SECOND BETWEEN MAIN & FORBES - SEE MAP		
Does this use involve public right of way, streets, or sidewalk? [■] **Yes** [ ] **No** **If yes, please indicate specific location:**		
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences: NOTICES HAND DELIVERED TO BUSINESSES		
Date(s) of Event: 11/28/2026	**Total Number of Days:** 1	**Set Up Time:** 6:00AM **Time of Event:** 11AM-6PM **Tear Down Time:** 7:00PM
Specify anticipated number of people (both participants and the public): 1,500		
Will any vendors be present? Yes [■] No [ ]	**Will any food booths be present?** Yes [■] No [ ]	

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

Insurance Information:

Specify Insurance Company: UNITES STATES LIABILITY INS. CO.

Policy Number: NBP1563024D **Expiration Date:** 2/1/27 **Limits of Coverage:** 2,000,000

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

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

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

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

Robert Santos — Dated: 9/10/26

Signature of Applicant
Responsible Official of Applicant Organization

STAFF RESPONSE

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

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

The following will be Required:

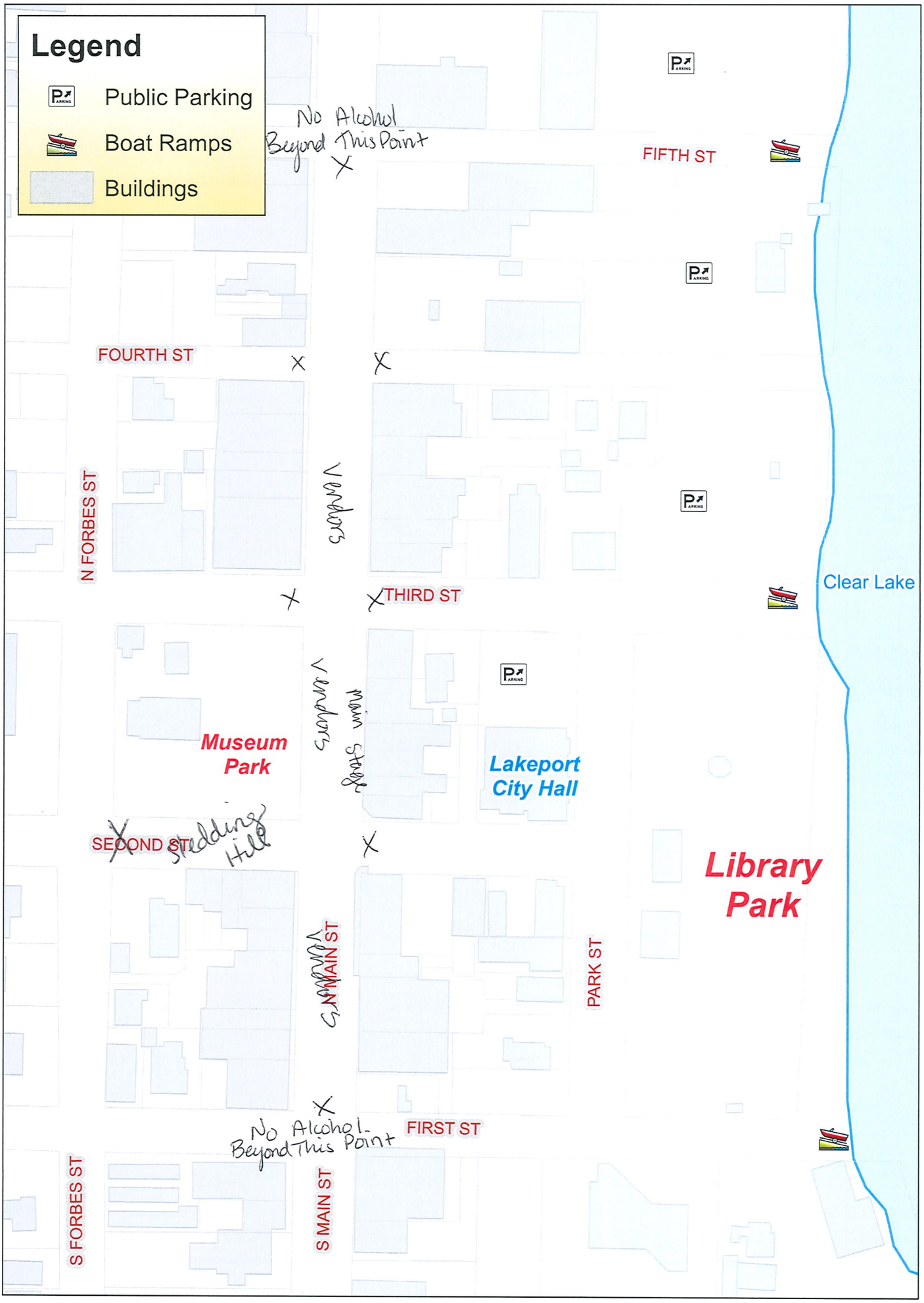
☐ Business License
☐ ABC License
☐ Health Department Permit
☐ Other (Specify):

Staff Comments:

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

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**



Map Prepared by City of Lakeport
Public Works Department
abritton@cityoflakeport.com
March 2021

N
W E
S

Outlook

FW: Application 2026-041 - Dickens Fair

From Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Date Tue 2026-09-15 3:37 PM
To Hilary Britton <hbritton@cityoflakeport.com>

From: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Sent: Tuesday, September 15, 2026 3:36 PM
To: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Subject: RE: Application 2026-041 - Dickens Fair

No comments, questions, or concerns from LCSO.

From: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Sent: Tuesday, September 15, 2026 12:48 PM
To: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Subject: FW: Application 2026-041 - Dickens Fair

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Tuesday, September 15, 2026 12:42 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: [EXTERNAL] Application 2026-041 - Dickens Fair

Good Afternoon,

Please find attached application 2026-041 for the 2026 Dickens Fair for your review and comments.

We would like to submit this for City Council approval at the 10/20/2026 Council meeting, so please have your comments back to me by 10/10/2026.

Thank you for your input.

Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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*For Public Records Act requests, please visit our *online public records request system*







Book time to meet with me

Outlook

RE: Application 2026-041 - Dickens Fair

From Dale Stoebe <dstoebe@lakeportpolice.org>

Date Tue 2026-09-15 6:55 PM

To Hilary Britton <hbritton@cityoflakeport.com>; Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>

The Police Department has no issued with this matter.

Sincerely,

DALE D STOEBE
Chief of Police
LAKEPORT POLICE DEPARTMENT

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From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Tuesday, September 15, 2026 12:42 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey

<kramsey@cityoflakeport.com>
Subject: Application 2026-041 - Dickens Fair

Good Afternoon,

Please find attached application 2026-041 for the 2026 Dickens Fair for your review and comments.

We would like to submit this for City Council approval at the 10/20/2026 Council meeting, so please have your comments back to me by 10/10/2026.

Thank you for your input.

Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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*For Public Records Act requests, please visit our *online public records request system*

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register, then VOTE

Book time to meet with me

COUNTY OF LAKE
Health Services Department
Environmental Health Division
922 Bevins Court
Lakeport, California 95453-9739
Telephone 707/263-1090
FAX 707/263-4395

Craig Wetherbee
Environmental Health Director

Promoting an Optimal State of Wellness in Lake County

Memorandum

DATE: October 8, 2026

TO: Hilary Britton, Deputy City Clerk/Records Supervisor

FROM: Ashley Brown, Senior EHS

RE: Application 2026-041 SR0017552

APN: Main Street, Lakeport

Environmental Health Division is requiring:

1. If there are more than two food vendors, then sponsor must apply and pay for a sponsor Temporary Event application two weeks before the event takes place. Please have the sponsor provide a list of all the food vendors (this includes beer and wine booths).
2. The food vendors must apply and pay for a vendor Temporary Event application two weeks before the event takes place.
3. If the sponsor is going to have a food booth as well, then the sponsor needs to apply and pay for a vendor Temporary Event application two weeks before the event takes place.

COUNTY OF LAKE
HEALTH SERVICES
prevent.promote.protect.

CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

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

This section to be completed by City:

Application Received (Date): 09/14/2026	Application No. 2026-042
☐ $15.00 Application Fee Paid	For Council Meeting of (Date): 10/20/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: Marie Schrader		Organization Name: Kiwanis Club of Lakeport
Address: 495 N. Main Street #130, Lakeport, CA 95453		Address: PO Box 1027, Lakeport, CA 95453
Home Phone:	Work Phone:	Mobile Phone: 707-292-6613
Email Address: lakeportkiwanis@gmail.com		Website/Facebook Page: lakeportkiwanis.org
Other Contact:		Phone for Other Contact:
Organization is: ■ Nonprofit Organization ☐ For Profit Organization		

Name of Event: Christmas Trees on Main Street

Description of Event: The community sponsors Christmas Trees that [illegible]

Public Area of Use: ■ Main Street ☐ Library Park ☐ Silveira Community Center Parking Lot ■ Xabatin Community Park

Specific Location of Event (Map Must be Attached): See Map

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

If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:
Not closing sidewalks. Christmas Trees are placed next to the existing trees on the sidewalks.

Date(s) of Event: 11/21/27 to 1/2/27	Total Number of Days: 43	Set Up Time: 6:00 am Time of Event: Tear Down Time: 7:00 am

Specify anticipated number of people (both participants and the public): 150

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

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

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

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

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

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

Marie J Schrader Dated: 9/9/26

Signature of Applicant
Responsible Official of Applicant Organization

STAFF RESPONSE

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

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

The following will be Required:

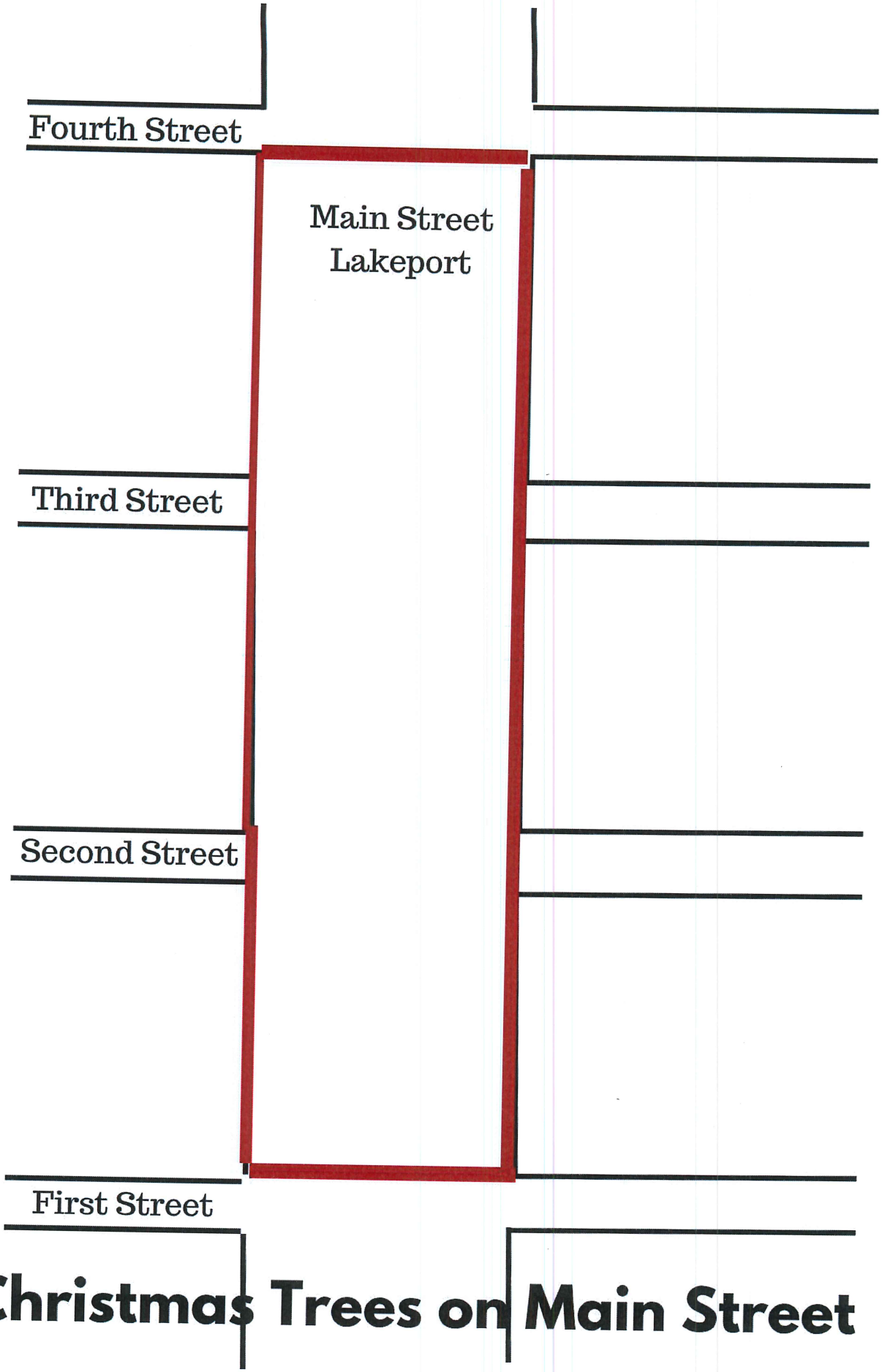
☐ Business License
☐ ABC License
☐ Health Department Permit
☐ Other (Specify):

Staff Comments:

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

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**



Christmas Trees on Main Street

Outlook

FW: Application 2026-042 - Xmas Trees on Main Street

From Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Date Tue 2026-09-15 3:37 PM
To Hilary Britton <hbritton@cityoflakeport.com>

From: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Sent: Tuesday, September 15, 2026 3:36 PM
To: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Subject: RE: Application 2026-042 - Xmas Trees on Main Street

No comments or concerns from LCSO.

From: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Sent: Tuesday, September 15, 2026 3:35 PM
To: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Subject: FW: Application 2026-042 - Xmas Trees on Main Street

---

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Tuesday, September 15, 2026 3:23 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: [EXTERNAL] Application 2026-042 - Xmas Trees on Main Street

Good Afternoon,

Please find attached application 2026-042 for the Kiwanis Xmas Trees on Main Street for your review and comments.

We would like to submit this for City Council approval at the 10/20/2026 Council meeting, so please have your comments back to me by 10/10/2026.

Thank you for your input.

Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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Book time to meet with me

Outlook

Re: Application 2026-042 - Xmas Trees on Main Street

From Dale Stoebe <dstoebe@lakeportpolice.org>

Date Wed 2026-09-16 8:02 AM

To Hilary Britton <hbritton@cityoflakeport.com>; Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>

The Police Department has no issues with this event.

Thank you,



Chief of Police
Lakeport Police Department



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From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Tuesday, September 15, 2026 3:23 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley

<rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: Application 2026-042 - Xmas Trees on Main Street

Good Afternoon,

Please find attached application 2026-042 for the Kiwanis Xmas Trees on Main Street for your review and comments.

We would like to submit this for City Council approval at the 10/20/2026 Council meeting, so please have your comments back to me by 10/10/2026.

Thank you for your input.

Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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Book time to meet with me

CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

Please Note:
Bounce Houses and Waterslides are prohibited

APPLICATION FOR USE OF PUBLIC AREAS

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

This section to be completed by City:

Application Received (Date): 09/24/2026	Application No. 2026-043
☐ $15.00 Application Fee Paid	For Council Meeting of (Date): 10/20/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: Jenni Ingram		Organization Name: Clear Lake High & Lakeport Elementary
Address: 350 Lange Street		Address:
Home Phone:	Work Phone: (707) 262-3010	Mobile Phone: (707) 694-0111
Email Address: jingram@lakeportusd.org		Website/Facebook Page:
Other Contact: Talin Tamzarian, LES Principal		Phone for Other Contact: (707) 262-3005
Organization is: ☒ Nonprofit Organization ☐ For Profit Organization		

Name of Event: Halloween Parade		
Description of Event: ~400 1ST-4th grade students parade down Main Street with CLHS & TMS Bands in Halloween Costumes - annual event.		
Specific Location of Event (Map Must be Attached):		
Does this use involve public right of way, streets, or sidewalk? ☒ Yes ☐ No If yes, please indicate specific location:		
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:		
Date(s) of Event: October 30	Total Number of Days: 1	Set Up Time: Time of Event: 11am – 11:45am Tear Down Time:
Specify anticipated number of people (both participants and the public):		
Will any vendors be present? Yes ☐ No ☒	Will any food booths be present? Yes ☐ No ☒	

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

Insurance Information:

Specify Insurance Company:

Policy Number: Expiration Date: Limits of Coverage:

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

Outlook

Fw: Application 2026-043 - Halloween Parade

From Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Date Thu 2026-09-24 2:33 PM
To Hilary Britton <hbritton@cityoflakeport.com>

From: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Sent: Thursday, September 24, 2026 2:31 PM
To: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Subject: RE: Application 2026-043 - Halloween Parade

No comments or questions from the Lake County Sheriff's Office.

From: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Sent: Thursday, September 24, 2026 1:40 PM
To: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Subject: Fw: Application 2026-043 - Halloween Parade

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Thursday, September 24, 2026 1:37 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: [EXTERNAL] Application 2026-043 - Halloween Parade

Good Afternoon,

Please find attached application 2026-043 for the annual Halloween Parade for your review and comments.

We would like to submit this for City Council approval at the 10/20/2026 Council meeting, so please have your comments back to me by 10/10/2026.

Thank you for your input.

Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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*For Public Records Act requests, please visit our *online public records request system*







Book time to meet with me

Outlook

Re: Application 2026-043 - Halloween Parade

From Dale Stoebe <dstoebe@lakeportpolice.org>

Date Thu 2026-09-24 2:45 PM

To Hilary Britton <hbritton@cityoflakeport.com>; Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>

The Police Department has no issue with this event.

Sincerely,



Chief of Police
Lakeport Police Department



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Sent: Thursday, September 24, 2026 1:37 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley

<rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
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Thank you for your input.

Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

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(707) 263-5615 x102

hbritton@cityoflakeport.com

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

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

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

Signature of Applicant

Dated: 9-14-26

Signature of Applicant
Responsible Official of Applicant Organization

STAFF RESPONSE

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

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

The following will be Required:

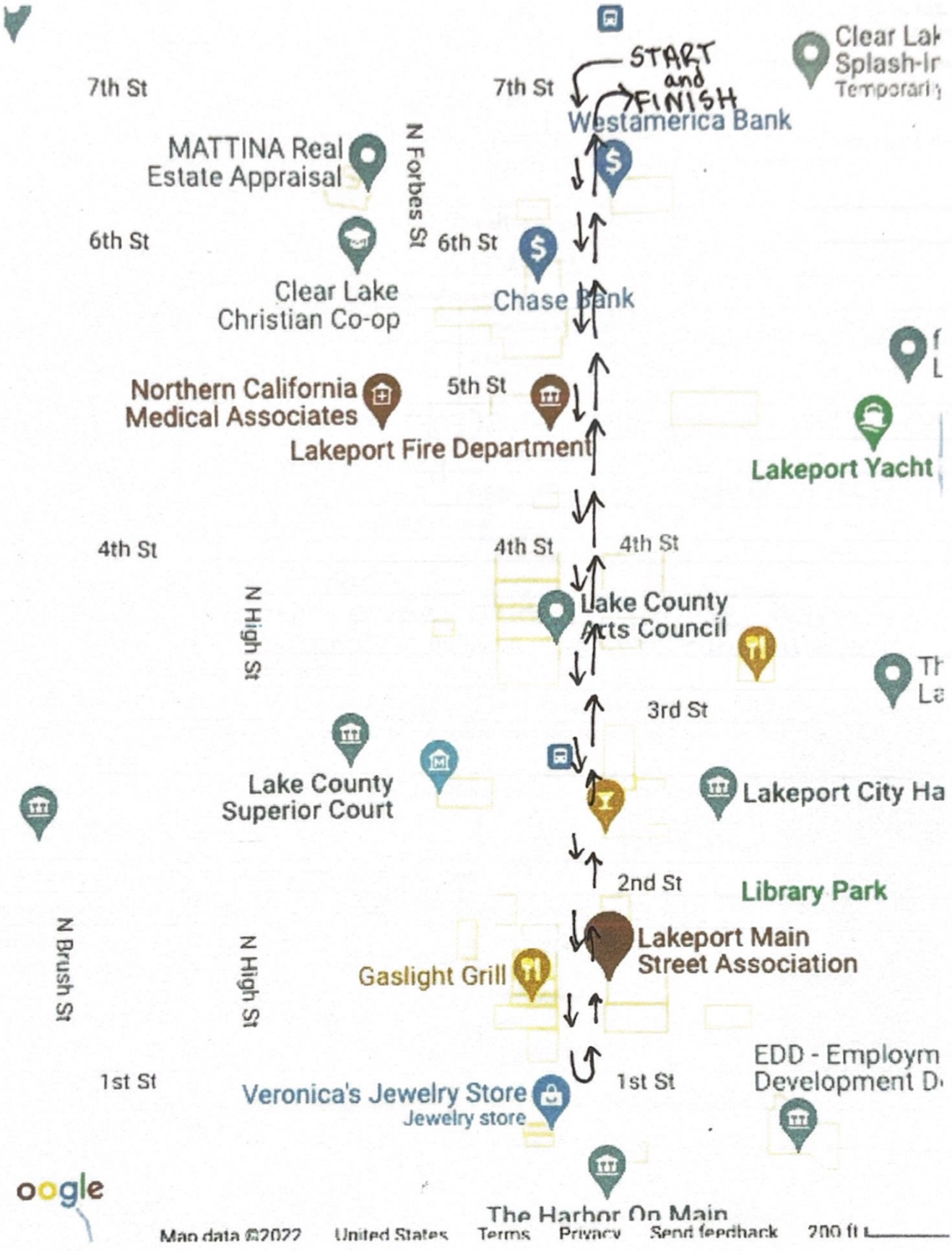
☐ Business License
☐ ABC License
☐ Health Department Permit
☐ Other (Specify):

Staff Comments:

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

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**


START and FINISH
7th St
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Splash-In
Temporarily
Westamerica Bank
MATTINA Real Estate Appraisal
N Forbes St
6th St
6th St
Clear Lake Christian Co-op
Chase Bank
Northern California Medical Associates
5th St
Lakeport Fire Department
Lakeport Yacht
4th St
4th St
4th St
N High St
Lake County Arts Council
3rd St
Lake County Superior Court
Lakeport City Ha
2nd St
Library Park
N Brush St
N High St
Lakeport Main Street Association
Gaslight Grill
EDD - Employm
Development D
1st St
Veronica's Jewelry Store
Jewelry store
1st St
The Harbor On Main
oogle
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CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

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

This section to be completed by City:

Application Received (Date):	**Application No.**
☐ **$15.00 Application Fee Paid**	**For Council Meeting of (Date):**

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: Cailey Baker		**Organization Name:** Clear Lake High
Address: 350 Lange Street		**Address:**
Home Phone:	**Work Phone:** (707) 262-3010	**Mobile Phone:**
Email Address: cbakerwinchel@lakeportusd.org		**Website/Facebook Page:**
Other Contact:		**Phone for Other Contact:**
Organization is: ☒ **Nonprofit Organization** ☐ **For Profit Organization**		

Name of Event: CLHS Homecoming Parade		
Description of Event: School sponsored community event featuring students, marching band, floats and school organizations traveling to promote school spirit.		
Public Area of Use: ☒ **Main Street** ☐ **Library Park** ☐ **Silveira Community Center Parking Lot** ☒ **Xabatin Community Park** – staging		
Specific Location of Event (Map Must be Attached):		
Does this use involve public right of way, streets, or sidewalk? ☒ **Yes** ☐ **No** **If yes, please indicate specific location:**		
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:		
Date(s) of Event: 11/6/2026	**Total Number of Days:** 1	**Set Up Time:** **Time of Event:** 3-4:30pm **Tear Down Time:**
Specify anticipated number of people (both participants and the public):		
Will any vendors be present? Yes ☐ No ☒	**Will any food booths be present?** Yes ☐ No ☒	

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

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

E OF ALCOHOL: Is a permit for alcoholic beverages requested? ☐ Yes ☒ No

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

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In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

C Bull

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 9/30/2024

STAFF RESPONSE

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

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

The following will be Required:

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

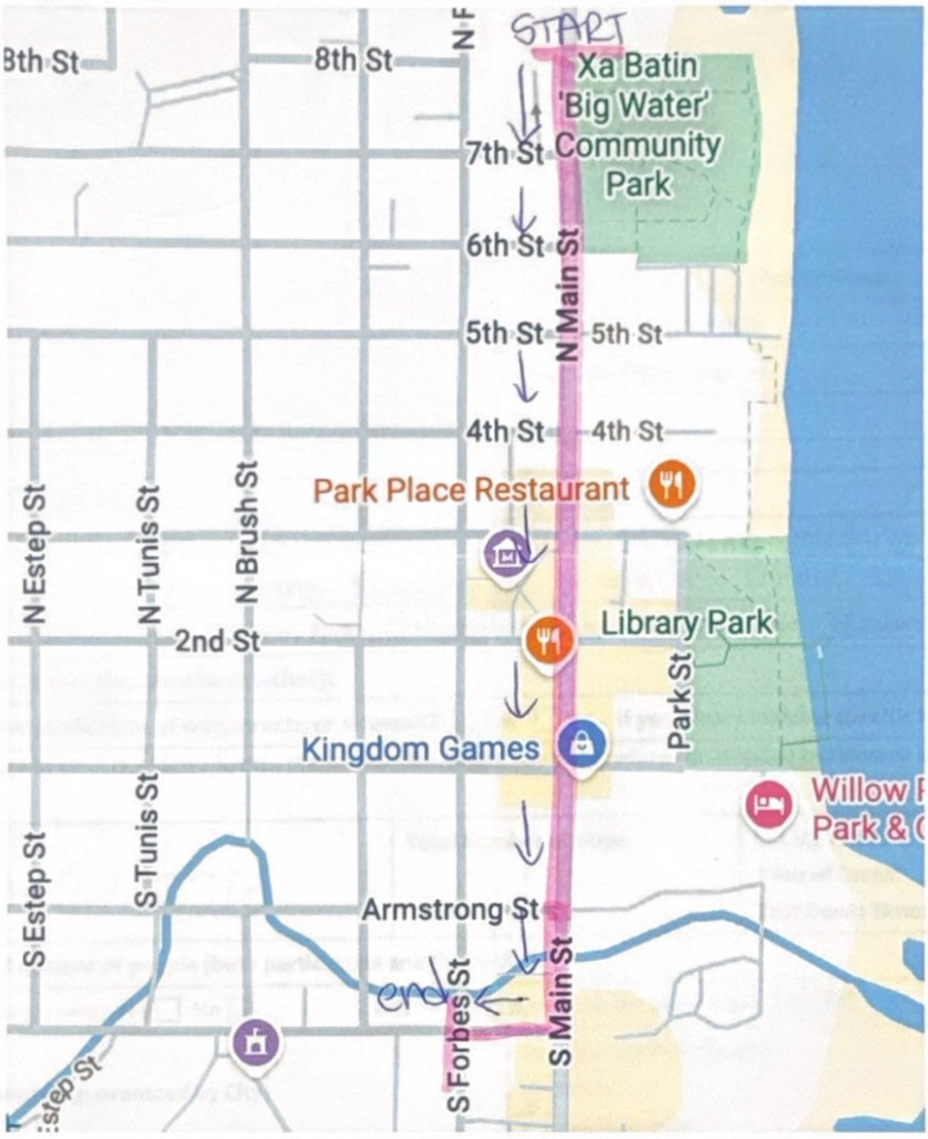
Staff Comments:

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

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**

CCHS Homecoming Parade Route



Outlook

FW: Application 2026-044 - CLHS Homecoming Parade

From Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Date Thu 2026-10-01 11:07 AM
To Hilary Britton <hbritton@cityoflakeport.com>

From: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Sent: Thursday, October 1, 2026 11:05 AM
To: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Subject: RE: Application 2026-044 - CLHS Homecoming Parade

No comments or questions.

From: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Sent: Thursday, October 1, 2026 7:45 AM
To: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Subject: Fw: Application 2026-044 - CLHS Homecoming Parade

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Thursday, October 1, 2026 7:44 AM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: [EXTERNAL] Application 2026-044 - CLHS Homecoming Parade

Good Morning,

Please find attached application 2026-044 for 2026 CLHS Homecoming Parade for your review and comments.

We would like to submit this for City Council approval at the 10/20/2026 Council meeting, so please have your comments back to me by 10/10/2026.

Thank you for your input!
Hilary

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

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Outlook

Re: Application 2026-044 - CLHS Homecoming Parade

From Dale Stoebe <dstoebe@lakeportpolice.org>

Date Fri 2026-10-02 4:13 PM

To Hilary Britton <hbritton@cityoflakeport.com>; Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; preitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>

The police department has no issues with this event.

Thank you,



Chief of Police
Lakeport Police Department



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Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

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CITY OF LAKEPORT

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

STAFF REPORT

RE: Recognition of Gregory Douglas Scott – Police Volunteer	**MEETING DATE:** 10/20/2026
SUBMITTED BY: Dale Stoebe, Chief of Police	
PURPOSE OF REPORT: ☐ **Information only** ☐ **Discussion** ☒ **Action Item**	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Approve and present a City Council proclamation recognizing Gregory Douglas Scott for more than 15 years of dedicated volunteer service to the Lakeport Police Department.

BACKGROUND/DISCUSSION:

Gregory Douglas Scott began his volunteer service with the Lakeport Police Department on March 16, 2011, following an approximately 35-year career with CDF/CAL FIRE, where he attained the rank of Assistant Chief. His experience in public safety, emergency management, training, and incident coordination proved valuable to the City and the Department.

During his service, Greg contributed hundreds of hours supporting community parades, special events, traffic control, investigations, and special projects. He assisted with emergency preparedness exercises, City emergency operations training, and coordination during major fire and flood incidents. Recognized with several commendations, including for securing CAL FIRE equipment during the Valley Fire, he was promoted to Volunteer Sergeant and assisted in coordinating volunteer activations. His community contributions also included service with the Lake County Rodeo Association, Scotts Valley Advisory Committee, and hospice. Greg resigned from the Department effective June 14, 2026. The proposed proclamation recognizes his dedicated service, camaraderie, experience, and lasting contributions to Lakeport.

OPTIONS:

1. Approve and present the proclamation;
2. Decline to approve the proclamation;
3. Provide alternate direction to staff.

STAFF RECOMMENDATION:

Approve and present the proclamation honoring Gregory Douglas Scott for his more than 15 years of volunteer service to the Lakeport Police Department and his contributions to the community.

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:

COUNCIL PRIORITIES:

☒ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☒ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to approve and present the City Council proclamation honoring Gregory Douglas Scott for his dedicated volunteer service to the Lakeport Police Department.

☒ Attachments:

1. Gregory Douglas Scott Proclamation

CITY COUNCIL OF THE CITY OF LAKEPORT

PROCLAMATION

HONORING GREGORY DOUGLAS SCOTT

FOR HIS DEDICATED SERVICE TO THE LAKEPORT POLICE DEPARTMENT AND THE LAKEPORT COMMUNITY

WHEREAS, Gregory Douglas Scott began serving as a volunteer with the Lakeport Police Department on March 16, 2011, bringing with him decades of public safety, emergency management, leadership, and community service experience; and

WHEREAS, prior to joining the Lakeport Police Department, Greg completed a distinguished career of approximately 35 years with CDF/CAL FIRE, rising from firefighter to Assistant Chief and developing extensive experience in emergency management, major incident command, training, and interagency coordination - experience he would later generously put to work for the City of Lakeport; and

WHEREAS, during more than 15 years with the Lakeport Police Department, Greg contributed hundreds of volunteer hours assisting with parades, community events, informational booths, traffic control, special projects, investigations, emergency preparedness, and numerous other assignments whenever and wherever his assistance was needed; and

WHEREAS, Greg put his extensive emergency management experience to work for the City by conducting tabletop disaster exercises, training City personnel in Emergency Operations Center operations, assisting during flood and fire emergencies, and representing the City at incident briefings during major Lake County fires; and

WHEREAS, Greg received several commendations during his volunteer service, including recognition for providing security for CAL FIRE equipment during the Valley Fire, and his leadership and dependability resulted in his promotion by Chief Rasmussen to Volunteer Sergeant, where he also served as a point of contact for the activation of Lakeport Police Department volunteers; and

WHEREAS, among Greg's many assignments was the sometimes underappreciated adventure known as traffic control, including working the intersection of Forbes and Martin Streets during 15 Memorial Day Parades without an accident or incident - an accomplishment made all the more remarkable by motorists who occasionally seemed convinced that barricades, traffic cones, hand signals, and volunteers in reflective vests were simply friendly suggestions; and

WHEREAS, after a career spent dealing with major emergencies and disasters, Greg discovered that few public-safety assignments require more patience, courage, and situational awareness than standing in an intersection while an approaching driver looks directly at an aging former firefighter turned police volunteer and apparently thinks, "I'm pretty sure he'll move"; and

WHEREAS, Greg's commitment to service extended well beyond the Police Department, including approximately 15 years with the Lake County Rodeo Association, service with the Scotts Valley Advisory Committee, including several years as Chair, and seven years as a hospice volunteer, demonstrating that for Greg, retirement apparently meant having more time to volunteer for additional work; and

WHEREAS, Greg's contributions to the Lake County community have been recognized through numerous honors, including the 2014 Stars of Lake County Spirit of Lake County Award, reflecting a lifetime characterized by service, leadership, and a willingness to give his time and experience to others; and

WHEREAS, Greg concluded his volunteer service with the Lakeport Police Department in June 2026, leaving behind not merely a record of hours worked and assignments completed, but a legacy of dependability, institutional knowledge, good humor, and genuine commitment to the Lakeport community;

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Lakeport hereby recognizes and expresses its sincere appreciation to Gregory Douglas Scott for more than 15 years of dedicated volunteer service to the Lakeport Police Department and for his many years of service to the Lakeport and Lake County communities.

BE IT FURTHER PROCLAIMED, that the City of Lakeport recognizes Greg for the experience, leadership, time, and friendship he freely shared with City employees, Police Department personnel, fellow volunteers, and the community he served.

BE IT FURTHER PROCLAIMED, that after more than six decades of public and community service, Greg has unquestionably earned the right to finally stand on the safe side of the barricade, let somebody else direct traffic, and shake his head at Lakeport drivers without being responsible for what they do next.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 20th day of October 2026.

_____

Brandon Disney, Mayor

CITY OF LAKEPORT

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

STAFF REPORT	
RE: Lake County Air Quality Management District Overview and Discussion of City Voting Membership on the District Board	**MEETING DATE:** 10/20/2026
SUBMITTED BY: Kevin M. Ingram, 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 receive a report on the Lake County Air Quality Management District's functions and responsibilities and consider efforts to provide formal City representation on the District's governing Board.

BACKGROUND/DISCUSSION:

The Lake County Air Quality Management District (LCAQMD) is a regional agency whose mission is to maintain healthful air quality for residents and visitors throughout Lake County, including Lakeport and Clearlake. The District regulates air pollution from certain businesses and industrial activities, oversees open burning, and administers air quality programs required by state and federal law.

The District Director will provide an overview of the agency's functions and responsibilities at the meeting, giving the Council an opportunity to learn more about the District's work and ask questions about air quality matters affecting the community.

The District's governing Board currently consists of the five sitting members of the Lake County Board of Supervisors. While the District serves both incorporated and unincorporated communities, neither Lakeport nor Clearlake has a city representative serving as a voting Board member. Health and Safety Code Section 40704.5 provides a framework for shared county and city representation and calls for counties and cities to work together to determine an appropriate Board composition.

The City of Clearlake initiated this effort by requesting that the District begin the process of including city representation on its governing Board, followed by a formal letter dated August 18, 2026. On September 14, 2026, the City Managers of Lakeport and Clearlake met with the LCAQMD Executive Director to discuss a collaborative approach to developing a revised Board structure that includes both cities.

Adding voting representatives from Lakeport and Clearlake would give both cities a direct voice in District decisions and strengthen coordination on air quality issues affecting residents and businesses throughout Lake County.

Staff recommend continuing to work with the Air District, County of Lake, and City of Clearlake to develop a proposed Board structure that includes both cities alongside County representatives, consistent with Section 40704.5. This work would address membership, appointment procedures, and any financial or administrative considerations, with a proposal brought back to the Council for consideration.

OPTIONS:

1. Receive the report and direct staff to continue working with the Air District, County of Lake, and City of Clearlake on a revised Board composition that includes voting membership from both cities.
2. Receive the report and provide alternative direction to staff.
3. Receive the report and take no further action.

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**:** No immediate appropriation is requested. Coordination will be undertaken within existing staff resources. Any financial implications of a revised Board structure would be presented with a future proposal.

COUNCIL PRIORITIES:

☐ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☒ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to receive the report from the Lake County Air Quality Management District and direct staff to continue working with the Air District, County of Lake, and City of Clearlake to develop a revised District Board composition that includes voting membership from Lakeport and Clearlake, consistent with Health and Safety Code Section 40704.5.

☒ **Attachments:**

1. Health and Safety Code Section 40704.5
2. City of Clearlake Demand Letter (August 18, 2026)

California Code, Health and Safety Code - HSC § 40704.5

Current as of January 01, 2026 | Updated by Findlaw Staff

(a) Notwithstanding any other provision of law, on and after July 1, 1994, the membership of the governing board of an air quality management district, including any district formed on or after that date, shall include (1) one or more members who are mayors, city council members, or both, and (2) one or more members who are county supervisors.

(b) The number of those members and their composition shall be determined jointly by the counties and cities within the district, and shall be approved by a majority of the counties, and by a majority of the cities which contain a majority of the population in the incorporated area of the district.

(c) The governing board shall reflect, to the extent feasible and practicable, the geographic diversity of the district and the variation of population between the cities in the district.

(d) The members of the governing board who are mayors or city council members shall be selected by the city selection committee if the district only contains one county, or a majority of the cities within the district if the district contains more than one county. The members of the governing board who are county supervisors shall be selected by the county if the district only contains one county or a majority of counties within the district if the district contains more than one county.

(e) If a district fails to comply with subdivisions (a) and (b), the composition of the governing board shall be determined as follows:

(1) In districts in which the population in the incorporated areas represents 35 percent or less of the total county population, one-fourth of the members of the governing board shall be mayors or city council members, and three-fourths shall be county supervisors.

(2) In districts in which the population in the incorporated areas represents between 36 and 5[illegible]nt of the total county population, one-third of the members of the governing board shall be m[illegible]ity council members, and two-thirds shall be county supervisors.

(3) In districts in which the population in the incorporated areas represents more than 50 percent of the total county population, one-half of the members of the governing board shall be mayors or city council members and one-half shall be county supervisors.

(4) The number of those members shall be determined as provided in subdivision (b) and the members shall be selected pursuant to subdivision (d).

(5) For purposes of paragraphs (1) to (3), inclusive, if any number which is not a whole number results from the application of the term "one-fourth," "one-third," "one-half," "two-thirds," or "three-fourths," the number of county supervisors shall be increased to the nearest integer, and the number of mayors or city council members decreased to the nearest integer.

(f) This section does not apply to a district if the membership of the governing board of the district includes both county supervisors and mayors or city council members on June 30, 1994.

‹ Previous Part of Code | Next Part of Code ›

‹ Back to Chapter List

Cite this article: FindLaw.com - California Code, Health and Safety Code - HSC § 40704.5 - *last updated January 01, 2026* | https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-40704-5/

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City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653
www.clearlake.ca.us

August 18, 2026

Douglas Gearhart, Air Pollution Control Officer
Lake County Air Quality Management District
2617 S. Main Street
Lakeport, CA 95453

Re: Demand for Compliance with Health and Safety Code Section 40704.5: City Representation on the District Governing Board

Dear Mr. Gearhart:

I write on behalf of the City of Clearlake regarding the City's request, first transmitted to you on April 2, 2026, that the Lake County Air Quality Management District ("District") initiate the process required by Health and Safety Code section 40704.5 to seat city representation on the District's governing board. More than four months have passed. Despite multiple follow-up inquiries, the City has received no substantive response beyond an indication that the matter remains with County Counsel. The City has now completed its own review of the District's history and the governing law, and requests that the District act without further delay.

The District's obligation is not discretionary. Section 40704.5, subdivision (a), enacted by Statutes 1993, chapter 961, and operative July 1, 1994, provides that the membership of the governing board of an air quality management district "shall include (1) one or more members who are mayors, city council members, or both, and (2) one or more members who are county supervisors." The District is, and has long been, precisely such a district: by Ordinance No. 1546, enacted February 25, 1986 and codified at sections 2-110 through 2-112 of the Lake County Code, the Board of Supervisors formally renamed the Lake County Air Pollution Control District the "Lake County Air Quality Management District," and the District has operated, adopted rules, and held itself out under that name for the past four decades: in its own regulations, in the California State Implementation Plan, and before the California Air Resources Board.

Yet at no time, including on June 30, 1994, the date fixed by subdivision (f), has the District's governing board included a mayor or city council member. The District's own rules, from the 1976 recodification through the current edition, define the District Board as the Board of Supervisors of the County of Lake sitting ex officio. The narrow exemption of subdivision (f) therefore does not apply, and the District has been out of compliance with a mandatory statutory duty since July 1, 1994.

The statute also supplies the consequence of continued inaction. Under subdivision (b), the number and composition of board members are to be determined jointly by the County and the Cities of

Clearlake and Lakeport. If the District fails to comply, subdivision (e) imposes a default composition as a matter of law, fixing the proportion of city members according to the share of the county population residing in its incorporated cities, with those members selected by the city selection committee pursuant to subdivision (d) and Government Code section 50270 et seq. County Counsel's continued review, whatever its subject, neither suspends the statute nor excuses the District's noncompliance.

For the District's convenience, the key records are enclosed with this letter: Ordinance No. 1546 (Exhibit A), the District's 1976 rule definitions as submitted to EPA (Exhibit B), and the current rule definitions as published by the Air Resources Board (Exhibit C).

Accordingly, the City of Clearlake requests that the District take each of the following actions:

1. Place consideration of governing board composition under Health and Safety Code section 40704.5 on the agenda of the District's governing board at its next regular meeting;
2. Initiate the joint determination process described in subdivision (b) with the Cities of Clearlake and Lakeport; and
3. Provide a written response to this letter within thirty (30) days of its date, setting forth the District's position and the specific steps and timeline by which it will come into compliance.

The City strongly prefers to resolve this matter cooperatively, and its representatives remain available to meet with you, the Board, and County Counsel at any time. Please understand, however, that if the District does not respond and act within the time requested, the City is prepared to pursue all available remedies, including a petition for writ of mandate under Code of Civil Procedure section 1085 to compel performance of the District's ministerial duty under section 40704.5.

Thank you for your prompt attention to this matter.

Sincerely,

Alan D. Flora
City Manager

cc: Lake County Air Quality Management District Governing Board
Lake County Board of Supervisors
County Counsel
Clearlake City Council
Kevin Ingram, City Manager, City of Lakeport
Scott Drexel, City Attorney

Enclosures: Exhibits A, B, and C

CITY OF CLEARLAKE

Supporting Documents
History of the Lake County Air Quality Management District Governing Board
Health & Safety Code § 40704.5

Exhibit A	Lake County Code, ch. 2, art. XVI, §§ 2-110 to 2-112 (Ord. No. 1546, Feb. 25, 1986)
Exhibit B	Lake County APCD Rules, 1976 Recodification, §§ 217 and 218, as submitted to EPA
Exhibit C	Lake County AQMD Rules and Regulations (rev. July 13, 2001), title page and §§ 217 and 218

EXHIBIT A

Lake County Code, Chapter 2, Article XVI
§§ 2-110 to 2-112

Ordinance No. 1546, § 1, enacted February 25, 1986

Lake County Code, Chapter 2 (Administration)
ARTICLE XVI. LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT

Sec. 2-110. Name Change.

100.1 The name of the Lake County Air Pollution Control District shall hereafter be the Lake County Air Quality Management District. (Ord. No. 1546, § 1, 2-25-86)

Sec. 2-111. Reference Change.

101.1 Any reference to the Lake County Air Pollution Control District in this Code or any resolution of this Board shall be deemed to be a reference to the Lake County Air Quality Management District. (Ord. No. 1546, § 1, 2-25-86)

Sec. 2-112. Continuation of Activities.

102.1 The Lake County Air Quality Management District shall continue to transact business and exercise its powers as provided by law. (Ord. No. 1546, § 1, 2-25-86)

Editor's note: Ord. No. 1546, § 1, enacted Feb. 25, 1986, added Art. XV, §§ 2-100 through 2-102, to Ch. 2. Inasmuch as Ord. No. 1515, § 3, enacted Oct. 1, 1985, had previously added Art. XV, § 2-100 et seq. to Ch. 2, the provisions of Ord. No. 1546 have been included herein as Art. XVI, §§ 2-110 through 2-112, at the discretion of the editor, with no substantive changes being made.

Source: Lake County, Cal., Code of Ordinances, ch. 2, art. XVI (Municode, current through Aug. 2025 update).

EXHIBIT B

Lake County Air Pollution Control District Rules
Post-November 22, 1976 Recodification, §§ 217 and 218

EPA transcription of the SIP material submitted to EPA on February 10, 1977; excerpt follows

The following text is an EPA transcription of the SIP material that was submitted by the state. If you would like to inspect a scan of the source material for this transcription, please contact the EPA Region 9 contact listed at https://www.epa.gov/air-quality-implementation-plans/find-regional-contact-air-quality-sipsfipstips.

Post-November 22, 1976 Recodification of District Rules and Regulations, Chapter I General Provisions. (Submitted to the EPA on February 10, 1977)

Section 217 District

The Lake County Air Pollution Control District.

Section 218 District Board

The Board of Supervisors of the County of Lake sitting as the Board of Directors of the Lake County Air Pollution Control District.

Section 219 Dust

Minute solid particles released into the air by natural forces or by mechanical processes such as crushing, grinding, milling, drilling, demolishing, shoveling, conveying, covering, bagging, sweeping, etc.

Section 220 Emission

The act of passing into the atmosphere an air contaminant or gas stream which contains an air contaminant.

Section 221 Emission Data

Are measured or calculated concentrations, mass, or volumes of air contaminants emitted into the atmosphere. Data used to calculate emission data are not emission data.

Section 222 Emission Point

The point located in the horizontal plate and vertical elevation at which an emission enters the atmosphere.

Section 223 Equipment

Any article, machine, equipment, or other contrivance, the use of which may cause the issuance of air contaminants, or which may be designed for or used to control air contaminants.

Section 225 Excess Air

An amount of air that exceeds the theoretical quantity of air required for complete combustion.

Section 226 Existing Source or Equipment

Any air contamination source or equipment in use or existent at the use site a the time of adoption of these regulations.

EXHIBIT C

Lake County Air Quality Management District
Rules and Regulations (latest revision July 13, 2001)
Title page and §§ 217 and 218

Compilation published by the California Air Resources Board; excerpt follows

LAKE COUNTY
AIR QUALITY MANAGEMENT DISTRICT

885 Lakeport Boulevard, Lakeport, CA. 95453

RULES AND REGULATIONS

LATEST REVISION: July 13, 2001

Section 216.1: **Determination of Compliance**: A document which is issued during the California Energy Resources Conservation and Development Commission's thermal power plant certification process in place of an Authority to Construct. For the purpose of these Rules and Regulations, a Determination of Compliance shall be considered equivalent to and subject to the same rules and regulations as an Authority to Construct. Wherever a rule states "Authority to Construct", it shall be interpreted as "Authority to Construct or Determination of Compliance".

Section 217: **District**: The Lake County Air Quality Management District.

Section 218; **District Board**: The Board of Supervisors of the County of Lake sitting as the Board of Directors of the Lake County Air Quality Management District.

Section 218.5: **Air Toxic Control Measure for Perchloroethylene - Dry Cleaning Operations**

For the purpose of Section 468, the following definitions shall apply:
(1) "Adsorptive cartridge filter" means a replaceable cartridge filter that contains diatomaceous earth or activated clay as the filter medium.

(2) "Cartridge filter" means a replaceable cartridge filter that contains one of the following as the filter medium: paper, activated carbon, or paper and activated carbon. A cartridge filter contains no diatomaceous earth or activated clay. Cartridge filters include, but are not limited to: standard filters, split filters, "jumbo" filters, and all carbon polishing filters.

(3) "Closed-loop machine" means dry cleaning equipment in which washing, extraction, and drying are all performed in the same single unit (also known as dry-to-dry) and which recirculates perchloroethylene-laden vapor through a primary control system with no exhaust to the atmosphere during the drying cycle. A closed-loop machine may allow for venting to the ambient air through a fugitive control system after the drying cycle is complete and only while the machine door is open.

(4) "Converted machine" means an existing vented machine that has been modified to be a closed-loop machine by eliminating the aeration step, installing a primary control system, and providing for recirculation of the…

CITY OF LAKEPORT

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

STAFF REPORT	
RE: Discussion Consideration of a Letter of Support for Congressman Thompson's 'Revitalize Rural America Act'	**MEETING DATE:** 10/20/2026
SUBMITTED BY: Kevin M. Ingram, 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 consider approving a letter of support for the bipartisan rural America legislation sponsored by Congressman Mike Thompson and Republican Congressman James Gallagher, and authorize the Mayor to sign and submit the letter on behalf of the City.

BACKGROUND/DISCUSSION:

Congressman Mike Thompson and Republican Congressman James Gallagher announced the bipartisan Revitalize Rural America Act on September 17, 2026 (Attachment 2). Described in the attached earlier draft summary as the Always Remember Our Rural America Act (ARORA), provided by Congressman Thompson's Office (Attachment 3), the legislation addresses rural health care, federal funding access, agriculture, essential workers, law enforcement, housing, and disaster resilience.

The proposal recognizes the challenges communities like Lakeport face in providing essential services and investing in infrastructure with limited staff and financial resources. Provisions particularly relevant to Lakeport include:

- **Federal funding access and grant-writing assistance:** Expands technical assistance to help rural communities compete for federal grants and loans and calls for a review of barriers that limit participation in federal funding programs.
- **Reduction of regulatory burdens:** Requires an assessment of federal regulatory costs on farmers and recommendations to reduce unnecessary compliance burdens, supporting the agricultural economy of Lake County.
- **Support for rural law enforcement:** Provides accreditation assistance for smaller police departments and increases COPS hiring support for rural agencies.
- **Disaster mitigation grants and incentives:** Provides grants for qualifying pre-disaster property improvements and a federal tax credit for eligible mitigation investments. These measures are especially important to Lake County. Lakeport supports an approach that helps and incentivizes homeowners to

reduce disaster risk, rather than relying on the punitive requirements too often associated with government regulation.

- **Tax relief for mitigation assistance:** Excludes qualifying state catastrophe-mitigation payments from federal income tax, allowing recipients to devote more of that assistance to protective improvements.

Staff recommends approval of the attached support letter (Attachment 1). The legislation's emphasis on rural capacity, public safety, and disaster prevention aligns with Lakeport's priorities.

OPTIONS:

1. Approve the attached letter and authorize the Mayor to sign and submit it
2. Provide direction to staff for revisions for the letter.
3. Take no action.
4. Or alternatively, the Council may provide staff alternative direction.

FISCAL IMPACT:

☒ None ☐ $ Budgeted Item? ☐Yes ☒ No

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

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

Comments**:** No direct fiscal impact from approving the letter.

COUNCIL PRIORITIES:

☒ Priority #1: Public Safety & Crisis Response

☒ Priority #2: Disaster Resiliency

☒ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to approve the letter of support for the Revitalize Rural America Act and authorize the Mayor to sign and submit on behalf of the Lakeport City Council.

☒ **Attachments:**

1. Draft Letter of Support
2. Congressman Thompson Press Release (September 17, 2026)
3. ARORA One-Pager

CITY OF LAKEPORT

Over 130 years of community pride, progress and service

October 20, 2026

The Honorable Mike Thompson
U.S. House of Representatives
268 Cannon House Office Building
Washington, DC 20515

RE: Support for the Revitalize Rural America Act

Dear Congressman Thompson:

On behalf of the Lakeport City Council, I am pleased to express our support for the Revitalize Rural America Act, sponsored with Republican Congressman James Gallagher. We appreciate your bipartisan effort to address the practical challenges facing rural communities.
As a small rural city, Lakeport must provide essential services and advance infrastructure improvements with limited staff and financial resources. Expanded access to federal resources and grant-writing assistance would help communities like ours compete for funding that can otherwise be difficult to obtain. Identifying and reducing barriers to participation in federal programs would further help ensure these resources reach the rural communities that need them.

Of particular importance to Lakeport and Lake County are the bill's disaster mitigation grants and incentives. More than two-thirds of Lake County's land area has burned in wildfires since 2015, underscoring the urgent need for practical investments that reduce risk before the next disaster**.** Grants for qualifying pre-disaster improvements and a federal tax credit for eligible mitigation investments would help homeowners protect their properties against wildfire and other hazards. Lakeport supports an approach that helps and incentivizes homeowners to reduce disaster risk, rather than relying on the punitive requirements too often associated with government regulation. By providing practical assistance and rewarding proactive investments, these provisions would make protective improvements more attainable and support a safer, more resilient community.

The legislation's support for rural law enforcement through accreditation assistance and enhanced COPS hiring support would also provide valuable tools for small departments. Like many small rural cities, Lakeport faces persistent challenges in retaining its officers. Too often, we invest in recruiting and training new officers only to lose them to larger agencies offering higher pay once they gain experience. This cycle strains our limited resources and disrupts staffing

continuity. Incentives that help rural agencies retain experienced officers would be particularly valuable in sustaining dependable public safety services.

Thank you for advancing legislation that recognizes rural communities' needs and provides tools to address them. The City of Lakeport supports this bipartisan effort and urges its passage.

Sincerely,

Brandon Disney
Mayor, City of Lakeport
On behalf of the Lakeport City Council

cc: The Honorable James Gallagher

THOMPSON, GALLAGHER ANNOUNCE HISTORIC BIPARTISAN BILL TO REVITALIZE RURAL AMERICA

September 17, 2026 Press Release

LAWMAKERS' LEGISLATION WOULD BOOST RURAL ECONOMIES THROUGH HEALTHCARE, AG, AND FEDERAL GRANT SUPPORT

Northern California – Today, **Rep. Mike Thompson (D-CA-04)** and **Rep. James Gallagher (R-CA-01)** introduced their bipartisan **Revitalize Rural America Act** (RRAA) to jumpstart rural economies in Northern California and across our country. **The RRAA will expand rural health care access, boost support for local agriculture, and help rural communities bring home more federal funding for everything from infrastructure to education.**

“Our rural communities are struggling to remain competitive and provide critical services,” **said Thompson**. “Our landmark, bipartisan bill boosts access to health care services, makes rural housing more affordable, brings workers back to rural areas, and delivers needed relief to farmers and ranchers. This legislation marks a huge first step in boosting our rural economies and bringing relief to the nearly 50 million Americans living in rural communities nationwide.”

“Rural communities are too often an afterthought in Washington, and the people I represent know the consequences. When a hospital struggles to keep its doors open or a family farm can’t make the numbers work anymore, the entire community feels it. The bipartisan Revitalize Rural America Act is about making sure rural Americans have a fair shot and the tools they need to keep their communities strong. I’m proud to work across the aisle with Congressman Thompson to get this done,” **said Gallagher**.

One in seven Americans live in **rural America**, and rural communities in the U.S. generate over $2 trillion in economic output each year. Our rural communities make significant contributions to U.S. culture and our economy. But these communities are falling behind and need support to succeed.

The bipartisan Revitalize Rural America Act would strengthen rural communities by keeping hospitals open, expanding access to doctors and telehealth, and helping small towns secure federal resources. The bill makes key telehealth flexibilities permanent, supports the recruitment of essential workers to underserved areas, creates a refundable payroll tax credit for rural hospitals, and provides technical assistance to help rural communities compete for federal grants.

The legislation also supports rural workers, farmers, and local economies by reducing unnecessary regulatory burdens, improving coordination across federal rural development programs, and providing tax relief for the sale of qualifying agricultural property. Together, these provisions address the interconnected challenges facing rural America, including health care shortages, limited government capacity, rising costs, and the loss of family farms and other economic anchors.

BACKGROUND

The RRAA covers the following issue areas:

Healthcare
Rural Americans face challenges accessing healthcare services. The nearest hospital or specialist may be hours away, and many rural health centers are in need of more physicians, nurses, surgeons and medical staff. The RRAA helps improve access to healthcare in a several ways:

- Expands access to telehealth for rural Americans on Medicare.
- Requires telehealth accessibility resources, guidance, and training be provided to beneficiaries, healthcare providers, and health IT vendors so more people know how they can see their doctor.
- Makes it easier for international students who study at an American medical school to stay in the United States to practice medicine and rewards physicians who practice in medically underserved communities.
- Creates an employee retention tax credit for rural hospitals to keep healthcare jobs in rural areas.

Infrastructure
The application process for federal grants, loans and other programs is often complex and time-intensive, and many rural governments don’t have the time and expertise to understand what programs they qualify for and apply for them. The RRAA expands technical assistance for rural governments applying for federal programs.

Agriculture
California **lost** 400 family farms last year and farmers and ranchers continue to face rising operational costs – from the price of fertilizer to the price of diesel. The RRAA will help support farmers and ranchers in several ways:

- Provides a capital gains tax exemption for farmland owners who sell their land to young farmers or to family members, making it easier for young farmers to get their start and encouraging rural family farms to stay locally owned.
- Initiates a report to investigate the costs farmers take on to comply with federal regulations. The report will also suggest changes to federal regulations to ease farmers’ compliance costs.

Education
Rural employment growth has slowed in recent years and rural communities are facing a **shrinking** workforce. Changes to education policy could help entice young graduates to stay in their rural community rather than leave for metropolitan areas. To help address this workforce shortage, the RRAA provides student loan forgiveness for borrowers who work in public service in rural areas.

Public Safety
Employment shortages impact public safety and public service jobs in rural communities. That's why the RRAA encourages more rural Americans to consider jobs serving their community:

- Creates a tax break for rural state, local, and Tribal employees in essential public-service fields like public safety, engineering, planning and permitting, public health, legal and judicial services, or agricultural services.
- Helps small, rural police forces with accreditation and hiring.

Housing
Forty-four percent of rural renter households and 19 percent of rural homeowning households are **cost burdened**. The RRAA addresses the need for more affordable housing in rural communities:

- Reclassifies rural areas and Tribal lands to qualify for more federal housing tax credits, making it more affordable to build new units.
- Provides grants, tax credits, and technical assistance for home and business owners to harden their properties against wildfires and other natural disasters to help bring insurance costs down and bring insurers back to rural markets.
- Creates a federal income tax break for property owners who receive state payments to reduce windstorm, earthquake, or wildfire damage.

The Revitalize Rural America Act is endorsed by the **National Association of Rural Health Clinics**. Read a section-by-section summary of the bill **here** and read the full text of the bill **here**.

###

Congressman Mike Thompson is proud to represent California's 4th Congressional District, which includes all or part of Lake, Napa, Solano, Sonoma and Yolo Counties. He is a senior member of the House Committee on Ways and Means. Rep. Thompson is Chairman of the House Gun Violence Prevention Task Force. He is also Co-Chair of the bipartisan, bicameral Congressional Wine Caucus and a member of the fiscally-responsible Blue Dog Coalition.

Issues: **Health Care** **Jobs & Economy** **Wine & Agriculture**

Washington DC Office
268 Cannon Office Building
Washington, DC 20515
Phone: (202) 225-3311
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Napa District Office
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Napa, CA 94558
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Santa Rosa District Office
2300 County Center Dr.
Suite A100
Santa Rosa, CA 95403
Phone: (707) 542-7182
Fax: (707) 542-2745

Woodland District Office
622 Main Street
Suite 106
Woodland, CA 95695
Phone: (530) 753-5301

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THE ALWAYS REMEMBER OUR RURAL AMERICA ACT

A comprehensive agenda to strengthen the communities that keep America running

ARORA invests in the people, institutions, and economic foundations rural communities need to thrive.

Rural America faces distinct challenges: hospital and physician shortages, thin local-government capacity, agricultural cost pressures, difficulty recruiting essential workers, limited housing supply, and disproportionate exposure to natural disasters. ARORA addresses those challenges across seven titles with practical tools to recruit workers, lower costs, expand access, and build local capacity.

KEEP RURAL HEALTH CARE OPEN AND ACCESSIBLE

- **Make telehealth permanent.** Removes Medicare geographic barriers, expands sites and practitioners, strengthens FQHC/RHC telehealth, and preserves tele-mental-health and hospice flexibilities.
- **Recruit and retain doctors.** Extends and modernizes the Conrad State 30 program and improves physician immigration pathways serving shortage areas.
- **Help rural hospitals keep workers.** Creates a refundable payroll tax credit equal to 100% of up to $15,000 in qualified wages per qualifying employee each year for eligible rural hospitals.

GIVE RURAL COMMUNITIES A FAIR SHOT AT FEDERAL RESOURCES

- **Provide grant-writing help.** Expands federal technical assistance so rural, persistent-poverty, lower-income, and Tribal communities can compete for federal grants and loans.
- **Fix inaccessible programs.** Requires GAO to identify federal rural funding programs, measure usage, and recommend ways to reduce barriers.

STRENGTHEN THE AGRICULTURAL ECONOMY

- **Lower regulatory burdens.** Requires a comprehensive assessment of the cost of federal regulations on farmers and recommendations to reduce unnecessary compliance costs.
- **Keep farmland in farming.** Excludes up to $500,000 of gain, or $1 million for joint filers, on qualifying farmland sales to beginning farmers or qualified family members, with continued-use safeguards.

REWARD THE PEOPLE WHO SERVE RURAL COMMUNITIES

- **Faster student-loan forgiveness.** Allows qualifying rural public-service workers to earn PSLF after 100 consecutive qualifying payments instead of 120.
- **New tax deduction for essential workers.** Allows qualifying rural state, local, and Tribal employees to deduct 20% of eligible compensation, up to $10,000 per year.
- **Support rural law enforcement.** Funds accreditation for smaller departments and increases COPS hiring support to as much as $150,000 per officer for rural agencies.

BUILD MORE RURAL AND TRIBAL HOUSING

- **Improve LIHTC for rural and Tribal communities.** Makes rural and Indian areas eligible for targeted LIHTC treatment, adds Native housing needs to allocation criteria, and simplifies rural income rules.

MAKE HOMES SAFER BEFORE DISASTER STRIKES

- **Help households mitigate risk.** Creates grants of up to $10,000 for qualifying pre-disaster home improvements in at-risk areas.
- **Reward private mitigation investment.** Creates a 30% federal tax credit for qualifying disaster-mitigation expenditures.
- **Do not tax state mitigation help.** Excludes qualifying state catastrophe-mitigation payments from federal income tax, including retroactive relief for eligible payments after 2020.

A BROAD, PRACTICAL DEFINITION OF RURAL

- **Reach communities federal policy often misses.** Uses rural-development, persistent-poverty, disadvantaged-community, and Tribal criteria when a provision does not otherwise define rural.

ARORA: investing in rural health, rural workers, rural economies, and rural communities.

Source: THOMCA_082.XML, Always Remember Our Rural America Act of 2026, draft dated August 27, 2026. Summaries are descriptive and do not substitute for legislative text.

CITY OF LAKEPORT

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

STAFF REPORT

RE: 11th Street and Forbes Street Four-Way Stop Pilot	**MEETING DATE:** 10/20/2026
SUBMITTED BY: Ron Ladd, Public Works Director	
PURPOSE OF REPORT: ☐Information only ☐ Discussion ☒Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Consider whether to approve permanent four-way stop control at the intersection of 11th Street and Forbes Street, with the permanent improvements to be incorporated into the larger Highway Safety Improvement Program project currently being developed for the corridor.

BACKGROUND/ DISCUSSION:

The City has tracked traffic safety concerns and complaints since 2015 and has periodically reported those issues to the City Council to assist with monitoring trends, identifying emerging concerns, and prioritizing future safety improvements.

As part of the May 5, 2026, traffic safety update, staff discussed the 11th Street and Forbes Street intersection as a location with a history of collisions and failure-to-yield concerns along Forbes Street. Staff noted that a roundabout had previously been considered, but cost constraints made that option impractical in the near term. As a more immediate safety measure, staff proposed evaluating conversion of the intersection to all-way stop control.

The City Council subsequently authorized a temporary four-way stop pilot at the intersection. Following public notification and installation of temporary traffic control devices, the pilot began on August 19, 2026. The purpose of the pilot was to evaluate traffic operations, driver compliance, potential queuing, and overall intersection performance before considering permanent installation.

Staff Observations

Over the past several months, staff has spent significant time observing traffic operations at the 11th Street and Forbes Street intersection under a variety of conditions and at different times of day. Observations included early morning periods before the start of the workday, the morning school rush, afternoon school dismissal, and the evening commute period. These observations were conducted on multiple days to evaluate how the temporary four-way stop functioned under both normal and heavier traffic conditions.

Particular attention was given to school bus activity along 11th Street. On multiple occasions, buses stopping farther west on 11th Street temporarily interrupted traffic flow and caused vehicles to queue west of the stop

sign. Staff timed the recovery period following these stops and observed that traffic consistently cleared and returned to normal operations in less than one minute.

One of the primary concerns raised prior to installation was that traffic could queue westbound on 11th Street back to Main Street and create additional congestion or operational issues. Staff did not observe this condition at any time during the monitoring period.

Staff also observed drivers failing to stop on several occasions. These violations appeared to occur on both the approaches with the temporary stop signs and the approaches with the long-established stop signs, with no noticeable concentration on either side of the intersection.

Collision Information

Staff requested collision information from the Lakeport Police Department for the intersection. Four reported collisions occurred during the four months immediately preceding installation of the temporary stop signs. One collision was reported during the approximately two months following installation. That incident was a minor traffic collision with no injuries and no formal collision report taken.

Public Comment

Public feedback prior to installation was mixed, with a noticeable amount of skepticism. Common concerns included potential traffic backups on 11th Street, rear-end collisions caused by unexpected stopping, whether the intersection had sufficient crash history to justify the change, and whether speeding or enforcement were the underlying issues instead. Some commenters suggested alternatives such as roundabouts or improvements at other intersections.

Written comments received directly by the City reflected a similar range of opinion, including support for the four-way stop, concerns regarding traffic safety and near misses, suggestions for a mini-roundabout, and opposition based on anticipated congestion and preference for improvements at other intersections.

After installation, the tone of public feedback became more favorable. Commenters reported that traffic continued to flow well, that the intersection was easier to cross or enter, and that vehicle speeds appeared lower. Some individuals who had initially questioned the change indicated that the intersection operated better than they expected.

Post-installation concerns remained regarding visibility of the new stop signs, drivers being surprised by the changed traffic pattern, and continued disagreement over whether the four-way stop was necessary.

Staff Conclusion

Based on staff observations, traffic has continued to operate effectively with the four-way stop in place, including during peak school and commute periods. The anticipated queuing back to Main Street has not been observed, and temporary congestion associated with school bus stops has cleared quickly.

Staff recommends that the City Council consider approving permanent four-way stop control at 11th Street and Forbes Street, with the permanent improvements incorporated into the larger Highway Safety Improvement Program project currently being developed for the corridor. Until those permanent improvements can be constructed, interim enhancements could include pavement markings, “4-WAY” supplemental plaques, and additional advance warning signage to improve driver awareness and compliance.

ENVIRONMENTAL COMPLIANCE:

The proposed action involves traffic control improvements within the existing public right-of-way, including signs, pavement markings, and related appurtenances. The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301, Class 1, Existing Facilities, as a minor alteration of an existing street with no expansion of use.

OPTIONS:

1. Approve permanent four-way stop control at 11th Street and Forbes Street and direct staff to incorporate the permanent improvements into the proposed Highway Safety Improvement Program project for the corridor.
2. Continue the temporary four-way stop pilot and direct staff to return to the City Council at a later date with additional observations and information.
3. Direct staff to remove the temporary four-way stop and return the intersection to its previous traffic control configuration.
4. Provide other direction to staff.

FISCAL IMPACT:

Interim improvements, including pavement markings, "4-WAY" supplemental plaques, and advance warning signage, can be completed within the existing Public Works operating budget. Permanent improvements would be incorporated into the larger Highway Safety Improvement Program project proposed for the 11th Street corridor, with final project costs and funding addressed separately if the project is awarded.

☐ None ☒ Not to exceed $1000 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**:**

COUNCIL PRIORITIES:


☒ Priority #1: Public Safety & Crisis Response


☐ Priority #2: Disaster Resiliency


☐ Priority #3: Good Governance & Fiscal Stability


☒ Priority #4: Capital Infrastructure Improvement


☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods


☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to approve permanent four-way stop control at the intersection of 11th Street and Forbes Street, authorize staff to implement interim pavement markings, “4-WAY” supplemental plaques, and advance warning signage, and direct staff to incorporate the permanent intersection improvements into the proposed Highway Safety Improvement Program project for the corridor.

☒ **Attachments:**

1. Public Comment from the Domalgaskis via City Facebook page.



Lance N Kristi Domagalski

Assign this conversation

Tue 7:55 PM



I have to say the four-way stop at 11th and Forbes is absolutely horrible! There was just an accident the other day, countless people run the stop sign like it's not even there. I have not seen any law-enforcement of any kind to see how poorly it's working. And I must say all the cyclists like everywhere else think they own the road and they just ride through it without stopping and the stop and traffic right outside my living room window is absolutely horrible! Do not make this permanent! This is the worst idea and or solution. State mandated speed l speed limit for a two lane residential area with pedestrian traffic is 25, make it 25 again and have the police do their job and enforce the laws. Write tickets and people think twice twice about speeding.





Reply in Messenger...

CITY OF LAKEPORT

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

STAFF REPORT

RE: Consideration and Approval of Term Extensions for On-Call Consultant Contracts	**MEETING DATE:** 10/20/2026
SUBMITTED BY: Ron Ladd, Public Works Director	
PURPOSE OF REPORT: ☐Information only ☐ Discussion ☒Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Manager to execute amendments extending the terms of twelve (12) on-call contracts for design professional and consultant services.

BACKGROUND/DISCUSSION:

The development of on-call contracts for design professionals and consultants is becoming a best practice for small rural cities that do not have ready access to specialized consultant services. The establishment of a vetted and pre-qualified list of professionals is an effective tool for City staff to streamline the design and engineering processes for the City's numerous capital improvement projects. Additionally, these on-call design professionals and consultants are assistive in the City's pursuit of various grant opportunities that often require technical expertise from a specialist on a tight deadline.

The City solicited for On-Call Consulting contracts to provide engineering, survey, right-of-way, environmental studies and a variety of other services in 2022. The City Council authorized execution of Professional Service Agreements with 15 firms that were determined to be qualified under the guidelines of the Request for Qualifications (RFQ).

Over the last 4 years, the firms on the on-call roster have assisted with the 2024 Water & Sewer Main Replacement design, environmental studies related to the Natural High Demolition, design of the Martin & Lakeshore Repaving Project, the Navigation Center Feasibility Study, design of a new sodium hypochlorite treatment system at the wastewater treatment plant, geotechnical investigation and design of a new production well, updating the water and sewer master plans, design of parking lot improvements at the Lakeport Fire District Station 50, and various other public works, utility and Community Development needs.

All agreements had a term of 3 years with the ability to extend in one-year increments for a total of 5 years as outlined in the original RFQ. Last year, Council authorized the first one-year extension to the agreement. This request is to authorize the City Manager to execute amendments with the same 12 firms to extend the term of their Professional Services Agreement by one year. This is the final extension allowed under the original agreement. The not-to-exceed value of each agreement remains the same and there is no change to the scope of services. The contracts will continue to be paid for on a project basis and will mostly be paid out of specific project accounts. There is no obligation for the City to spend any or all of this money and will only pay for work performed.

Staff recommends extending the agreement term by one year of the following firms:

1. Borrelli & Associates
2. Crawford & Bowen Planning, Inc.
3. Dokken Engineering
4. Dudek
5. EBA Engineering
6. Endemic Environmental
7. MC Engineering
8. PACE Engineering
9. R.E.Y. Engineers, Inc.
10. RSA+
11. Vanir
12. Wood Rodgers

OPTIONS:

1. Move to authorize City Manager to execute amendments to extend the terms of twelve on-call agreements by one year
2. Provide other direction

FISCAL IMPACT:

☐ None ☐ $$$ (see comment section below) 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**:** Consultant work product will be paid through budgeted funds for individual capital improvement projects. If additional funds are needed, staff will present desired amendments to Council for appropriation at that time.

COUNCIL PRIORITIES:


☐ Priority #1: Public Safety & Crisis Response


☐ Priority #2: Disaster Resiliency


☒ Priority #3: Good Governance & Fiscal Stability


☒ Priority #4: Capital Infrastructure Improvement


☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods


☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to authorize City Manager to execute amendments to extend the terms of twelve on-call agreements by one year.

☒ **Attachments:**
1. Original RFQ Solicitation
2. Sample Amendment

CITY OF LAKEPORT

REQUEST FOR QUALIFICATIONS

for

On-Call Engineering and Consulting Services

for the City of Lakeport

225 Park Street
Lakeport, CA 95453

August 15, 2022

Qualifications must be received no later than
5:00 PM, September 16, 2022

A. Introduction

The City of Lakeport is seeking qualified firms or individuals to provide a variety of professional engineering services under the direction of the Public Works & Engineering Department on an on-call basis. Services include, but are not limited to, civil engineering, water and wastewater engineering, land surveying, environmental compliance and permitting, right-of-way services, project management, construction inspection, and materials testing. Interested firms, teams or individuals are invited to submit a response in the form of a Statement of Qualifications (SOQ). Respondents are not expected to provide all services and single discipline SOQs will be accepted.

Each of the qualified consultants will then be eligible to perform work for the City, as needed, for specific projects or tasks. The City anticipates the total cumulative on-call contracts awarded through this RFQ to total $900,000 for the next three fiscal years. This RFQ and any subsequent professional services agreement do not guarantee work under the agreement, it simply qualifies those on the list to be called upon during the term of their agreement.

When a specific project comes up, the City will contact one or more of the qualified firms offering the services requested for the project. Notifications will include a description of work to be performed, expected duration of work or deadlines, expected deliverables, and requirements and due date of response to notification. If there are multiple firms offering the services requested, a competitive task order procedure will be followed. Interested consultants shall submit a brief proposal with the project specific deadline along with expected fees. Proposals will be ranked based on project understanding, previous experience of assigned staff, ability to meet the timeline and cost effectiveness. Once selected, the chosen firm will be issued a Task Order that includes the scope of work, schedule and negotiated "Not to Exceed" payment amount.

The City, at its sole discretion, has the right to negotiate and issue Task Orders directly if it is determined appropriate by the Public Works Director or City Manager.

B. Potential Scope of Services

The City of Lakeport anticipates the need for a wide range of engineering and consulting services to support the growth of the community. Projects could include, but are not limited to, roadway reconstruction, pedestrian improvement projects, water line replacement, sewer line replacement, storm drain system development, emergency repairs, development of funding/grant applications, environmental studies, and surveying. The specific scope of services anticipated are outline below.

- **City Engineer Services-** Acting as the City's Engineer. General consulting related to water, wastewater, storm drain, street projects, planning and other projects for the City. Technical evaluation of projects and plan reviews. Assist with project planning, estimating, scheduling, budgeting, preparing bid documents, bidding, and construction management. Provide engineering review of encroachment permit applications and execution. Provide engineering review of development permits involving construction of street improvements including curb, gutter and sidewalk. Represent the City within the community and with outside agencies. Attend meetings as requested by the City such as City Council meetings, Technical Advisory Committee, Ad Hoc Committee meeting, other City organized meetings, as well as meetings with outside agencies and community groups as needed. Prepare, review, and present staff reports and City engineering documents and reports on various projects and programs. Provide technical support, review, and sign technical reports prepared by City staff for compliance with regulatory agencies.

  Participate in the preparation of the annual fiscal year budget; provide oversight of requests for

proposals and/or construction services including advertising and bid management for projects; evaluation of proposals and recommendation for project award; and negotiation and project management assistance for capital improvement projects.

Participate in the review of planning applications in relation to the City's General Plan, infrastructure master plans, and overall capital needs of the City; assist with the City's compliance with all Federal, State, County, and local laws and regulations; and assist in managing projects that are Federally, State, or County funded following required policies including Caltrans Local Assistance Procedures Manual. Monitor and make recommendations in relation to changes in laws, regulations and technology that may affect City operations and implement policy and procedural changes as required. Review and comment on planning programs and land development controls. Review and update City Improvement Standard Plans and Specifications as needed.

- **Preliminary Engineering Studies-**Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as geometrics, hydraulics, geotechnical, alignments, typical sections, landscape architecture, traffic operations, electrical, ITS elements, etc. Complete project specific studies for funding agencies such as the California Transportation Commission, Caltrans and others. Studies could include geotechnical investigations, hydrologic and hydraulic studies, topographic surveys and right-of-way surveys. Develop Project Study Report and Project Study Report-Equivalent documents.

- **Surveys and Mapping** – Data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, LiDAR, Limited Design Level Topographic Surveys, Right-of-Way Retracement, Lot Line Adjustments, and Records of Survey.

- **Environmental Studies and Documentation** – Complete environmental reviews; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical studies to complete the NEPA document, including but not limited to, project description narratives, APE maps, cultural resource studies, historic property survey reports, archaeological survey reports, special status plant and animal survey reports, wetland delineation reports, natural environment study, location hydraulic study, initial site assessments, visual impact assessment memos, visual resources technical memos. Preparation and/or assistance to City staff to prepare CEQA documents. Observation, surveys and reporting required as a result of environmental document mitigation measures. Prepare and submit environmental permit applications to various agencies, including but not limited to, the Army Corp of Engineers, Regional Water Quality Control Board, and California Department of Fish & Wildlife. Prepare Storm Water Pollution Prevention Plans as required.

- **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements to receive review and comment. Coordinate utility relocations, including relocation of the utility poles, as needed.

- **Right of Way Services** – Prepare legal descriptions for permanent right of way acquisitions and temporary construction easements, acquire all necessary title reports, prepare right of way plats, prepare right of way certifications for state and federally funded projects, stake right of way limits, complete Record of Survey. Real property appraisals, appraisal review, acquisitions could be

necessary. Consultants acquiring right of way for the City will be expected to fully comply with all federal and state laws as required by the project specific funding.

- **Design & Drafting** –Prepare plans, technical specifications, and estimates in accordance with City and Caltrans Standards to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. Projects could include transportation improvements, pedestrian improvements, water treatment, storage and distribution, wastewater collection and treatment, stormwater management, conveyance and treatment, building upgrades, structural remodels for ADA compliance, generated power integration, and other capital improvement projects. Services from architects, civil, mechanical, electrical, structural, and geotechnical engineers are expected.

- **Bid Support Services** – Oversee the bidding process and distribute the project documents to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase, prepare addendums, maintain a bidder's list, and attend pre-bid meetings as necessary. Assist with project planning, scheduling, budgeting, and construction management.

- **Project Management/Construction Engineering** –Project management includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City of Lakeport and consultant sub-contractors, review submittals, labor compliance reviews, provide updates on project status, review project designs and resolve issues, develop change orders and respond to RFI's, provide construction inspection and observation including reports and photographs, provide materials testing services, track quantities and review progress payments, perform onsite labor compliance interviews, complete and/or review as-built drawings and prepare documentation for funding compliance and project close out reporting.

- **Stormwater Management Services**-Provide services related to management of the City's storm water program as required by the State issued Phase II Municipal Separate Storm Sewer System (MS4) General Permit and other regulatory mandates. Services could include preparing reports, plans, procedures, assessments, surveys related to the MS4 General Permit. Conduct water sampling, testing and monitoring of stormwater and prepare Preparation of a Storm Water Pollution Prevention Plans (SWPPP) as required. Provide technical assistance and recommendation for Best Management Practices (BMPs) for treating storm water run-off. Monitor construction sites for compliance with the site SWPPP.

- **Computer Software/Technical-** GIS implementation and management. SCADA Integration support: troubleshoots, analyzes, repairs, reports on, and recommends/performs service of SCADA, PLC, instrumentation, motor controls and process analyzers. Programming/upgrading existing logic to modify operations as needed for operations.

- **Grant Support**-Research the availability of federal, state and private grant/funding programs to identify potential funding sources that may be appropriate for the betterment of the City. This could include, but not limited to, housing; infrastructure; parks and recreational facilities and disaster related needs such as prevention, recovery, resiliency and mitigation. Prepare and submit grant applications. Complete requests for information, supplemental grant documents, track status of award and assist with grant requirements post-award. The consultant would be expected to assist with grants from, at minimum, the following agencies and programs: FEMA, FHWA, CDBG, USDA, ATP, HSIP, ER, Department of Boating and Waterways, Department of Parks and Recreation.

- **Miscellaneous-** Develop Requests for Proposals, Qualifications, Bids or provide technical information to procure other services or products.

C. PROPOSAL REQUIREMENTS

Each technical proposal shall contain as a minimum, the following elements:

1. Introductory Letter

The introductory letter shall be addressed to:

City of Lakeport
Attn: Olivia Grupp, Project Manager
225 Park Street
Lakeport, CA 95453

The letter shall be on consultant's letterhead and include the consultant's contact name, mailing address, telephone number, and email address. The letter will clearly state the scope of services the consultant provides, understanding of the City's needs, and any other pertinent information the consultant believes should be included. All addendums issued must be acknowledged in the introductory letter. Indicate if any changes are requested to the proposed professional services agreement, otherwise indicate it will be signed without modifications. Indicate the consultant is able to commence work immediately following execution of an agreement, and that the City's insurance requirements can be met.

The letter shall be signed in blue ink by the individual authorized to bind the consultant to the proposal.

2. Scope of Services Provided

Consultant's SOQ must clearly identify the proposed discipline(s) and/or general service area(s) of interest listed in the "Scope of Services" section. Include a detailed Scope of Work Statement describing all services to be provided. Describe project deliverables for each phase of your work. Describe your project tracking and reporting methods to ensure tasks are delivered on-schedule and within budget.

3. Personnel

The SOQ must include an organizational chart illustrating key staff and their positions. The prospective consultant shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resumé for each professional, a statement indicating what services/tasks each professional will provide/perform. The consultant shall not cause members of the project team to be substituted without prior written approval of the City of Lakeport. The prospective consultant shall designate by name the project manager to be assigned to this contract. The selected consultant shall not cause the substitution of the project manager without prior written approval of the City of Lakeport.

4. Sub-consultants

If sub-consultants are to be used, the prospective consultant must submit a description of each person or firm and the work to be done by each sub-consultant. All sub-consultants that potentially will be utilized throughout the contract period by the consultant must be listed in the proposal.

5. References

The prospective consultant shall provide names, addresses and telephone numbers for at least three clients for whom the prospective consultant has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

6. Conflict of Interest Statement

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing design engineering services and/or construction engineering services under a contractual relationship with a construction contractor(s) on any City of Lakeport project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any design engineering services including claim services, lead project management services and construction engineering services provided to all other clients on any City of Lakeport project listed in this Scope of Work.

In addition to the disclosures, the consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the City's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest. The City will use this documentation to determine whether the firm may work on specific projects.

If a consultant discovers a conflict during the execution of an assigned task order, the consultant must immediately notify the City of Lakeport Contract Manager regarding the conflicts of interest. The City's Contract Manager may terminate the Task Order involving the conflict of interest and the City may obtain the conflicted services in any way allowed by law. Failure by the consultant to notify the Contract Manager may be grounds for termination of the entire contract.

7. Fee Schedule

Submit a fee schedule either in a sealed envelope via mail OR in a password protected .pdf file via email. See the proposal submittal information below for address and email.

The proposed fee schedule shall include proposed hourly rates for calendar years 2022-2025 for all primary staff, including all subconsultants. List all other reimbursable fees and expenses anticipated based on the services provided.

Certified payroll is required when applicable. Consultants will be required to submit payrolls to the Department Industrial Relations and the City per all applicable labor compliance codes.

The fee schedule will not be used during the consultant evaluation process but may be used by the City of Lakeport during the negotiation process. The City will request the password to electronically submitted fee schedules after the proposals have been evaluated and scored.

When invoicing, receipts are required to be submitted for all direct costs, other than fully-weighted personnel costs. If sub-consultants are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime consultant.

D. CONSULTANT AWARD

1. Statement of Qualifications Review

Each SOQ will be reviewed to determine of it meets the requirements. Failure to meet the requirements for the Request for Qualifications will be cause for rejection.

The City of Lakeport may reject any SOQ if it is conditional, incomplete, or contains irregularities. The City of Lakeport may waive an immaterial deviation in a SOQ. Waiver of an immaterial deviation shall in no way modify the Request for Qualifications document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded a contract. The City of Lakeport may also reject all submittals.

2. Selection Criteria

An evaluation committee will evaluate those SOQs that meet the requirements and will determine whether interviews will be needed. The City of Lakeport reserves the right to select a consultant based solely on written statements. SOQs will be evaluated based on the following criteria:

Scoring will be as follows:

o Experience & technical competence of the firm as it relates to the services provided	(20 points)
o Understanding of the work to be performed	(20 points)
o Familiarity with City, State and Federal procedures	(20 points)
o Team organization and key personnel experience	(20 points)
o Methods and capability to accomplish work on schedule	(20 points)
Total Points Possible	**(100 points)**

3. Contract Award

Qualified consultants must be prepared to enter into the City's standard agreement, a sample of which is included as Attachment A of this RFQ. Please review the details of Attachment A. By reference, the agreement incorporates many standards, terms and conditions required as part of this RFQ. The City intends to award contracts substantially in the form of the sample agreement to the selected consultant(s). This RFQ and the consultant's SOQ may be made part of any resultant contract. Any exceptions taken to the form of the sample agreement presented in Attachment A must be disclosed in the Introductory Letter. Consultants that take exception to the City's standard terms and conditions do so at the risk that the consultant's SOQ may be declared to be nonresponsive and not considered for contract award.

E. GENERAL INFORMATION

1. Proposal Submittal

The SOQ shall be submitted electronically via email or on a USB flash drive via mail to:

City of Lakeport-Public Works
Attn: Olivia Grupp
225 Park Street
Lakeport, CA 95453
ogrupp@cityoflakeport.com

Fee schedules are only to be submitted in a separate sealed envelope OR via email as a password protected file.

2. Submittal Deadline

Submittals are due no later than **5:00 PM on Friday, September 16, 2022.** Postmarks will not suffice. Submittals received after the specified time will not be considered and will be returned to the offeror. Fee schedules sent separately are considered part of the entire SOQ, therefore must be submitted by the same deadline. Submission of a proposal will signify the consultant's agreement that his/her proposal is valid for at least ninety (90) days from the date of opening.

3. Modification or Withdrawal of Submittal

Any SOQ received prior to the date and time specified above for receipt of SOQ may be withdrawn or modified by written request of the consultant. To be considered, however, any modified SOQ must be received by the date and time specified above.

4. Consultant Selection Schedule

The tentative schedule of activities related to the Request for Qualifications is as follows:

Activity	**Date**
Request for Qualifications issued	August 15, 2022
Written Question Submittal Deadline	September 5, 2022 at 5:00 PM
SOQ Submittal Deadline	**September 16, 2022 at 5:00 PM**
Agency review completed by	September 23, 2022
Interviews and Negotiations completed by	September 23, 2022
Council Award	October 4, 2022

5. Property Rights

Submittals received within the prescribed deadline become the property of the City of Lakeport and all rights to the contents therein become those of the City. After the date specified for the opening of the RFQ, all materials received relative to this solicitation will become public information and be available for inspection. The City reserves the right to retain all submittals, whether or not the respondent is selected or judged to be responsive.

6. Amendments to Request for Qualifications

The City of Lakeport reserves the right to amend the Request for Qualifications by addendum prior to the final date of SOQ submission. All addenda will be posted on the City of Lakeport's website at: https://www.cityoflakeport.com/bid_opportunities.php

7. Non-commitment of the City of Lakeport

Upon receipt, each SOQ becomes the sole property of the City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Project at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a SOQ or submission of a SOQ. The City reserves the right to select a consultant based solely on written proposals. The City reserves the right to reject any SOQ that is determined to contain false, misleading, or materially incomplete information.

8. Payment & Performance Period

The City will execute a Professional Services Agreement (Agreement) that will include a scope of services and associated "Not to Exceed" payment amount. The City has the discretion to determine the "Not to Exceed" amount based on their anticipated needs. Agreements will have a performance period of 3 years with an option to extend 2 years (1-year extensions, no more than twice and not to exceed 5 years total). Payment terms will be project specific.

The City will assign service requests (Task Orders) as determined appropriate by the Director of Public Works or City Manager. The selected consultant(s) will be responsible for completing tasks and milestones according to a negotiated timeline. Tasks may be added and/or redefined based on subsequent negotiations. Upon execution of an Agreement with the City, consultant(s) will meet with staff to discuss/clarify the desired goals and outcomes of the Agreement.

9. Questions

Questions regarding this Request for Qualifications will only be accepted in writing via email. All questions should include the individual's name, the name of the firm, address, telephone number, and e-mail address.

Questions must be submitted no later than 5:00 pm on **September 5, 2022**, to:

Olivia Grupp-Project Manager
City of Lakeport
ogrupp@cityoflakeport.com

Questions and answers will be provided in the form of an addendum to this RFQ, and will be posted on City of Lakeport's website as noted in Section E-6 above.

10. Affirmative Action

Prospective consultants should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the City of Lakeport.

11. Disputes Relating to Proposal Process

In the event a dispute arises concerning the selection process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager within five calendar days of the date of the recommendation award or denial letter.

City of Lakeport
Attn: Kevin Ingram, City Manager
225 Park St.
Lakeport, CA 95453
kingram@cityoflakeport.com

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFQ or an addenda or amendments thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal. The protest will be reviewed by the City Manager in consultation with the City Attorney, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the agreement and commencement of the services notwithstanding any pending protest or legal challenge.

12. Conflict of Interest

City of Lakeport employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any respondent. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest Policy.

Attachment A Sample Professional Services Agreement–City of Lakeport

ATTACHMENT A

Sample Professional Services Agreement–City of Lakeport

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL DESIGN PROFESSIONAL SERVICES

(City of Lakeport / *[Company or Individual]*)

1. IDENTIFICATION

This ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lakeport, a California municipal corporation ("City"), and _____, a _____ ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: [enter description of consultant's services]

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

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.2. "Scope of Services": Such professional services as are set forth in Consultant's [enter consultant's proposal date] proposal to City attached hereto as Exhibit A, as well as

any executed Task Orders attached as Exhibits which shall be incorporated herein by this reference.

3.3. "Agreement Administrator": The Agreement Administrator for this project is [Name and title]. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ Dollars ($_____).

3.6. "Commencement Date": [date].

3.7. "Termination Date": [date].

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

5.1. **Services**. 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 via Task Order or other written instrument.

5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the 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.

5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Avoid Conflicts.** 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 such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.7. **Appropriate Personnel.** Consultant 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. [Name of Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal

competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.9. **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.

5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. **Records.** 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. 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 this Agreement.

6. SUBCONTRACTING

6.1. **General Prohibition.** 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.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance, such as via Task Orders

7.1.1. When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Consultant may execute a "Task Order" detailing the specific services needed, the applicable fees therefor in accordance with Exhibit B to this Agreement, and the time for completion of such services by Consultant. Each Task Order shall be attached to this Agreement as a sequentially-identified Exhibit and thereby incorporated by reference. Consultant shall only perform services under this Agreement pursuant to a Task Order approved and executed by the City..

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, 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 or 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.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

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

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an 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, and workers' compensation, and other applicable federal and state taxes.

10.4. **Indemnification of CalPERS Determination.** 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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, 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. "City" shall include City, its officials, officers, agents, employees and volunteers.

11.2. **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnity, defend and hold harmless the City,

its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole negligence, active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

11.4. **Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees 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.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies

are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11.9. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: [insert project name]
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: $2,000,000 per occurrence, $4,000,000 aggregate

- General Liability:
  - General Aggregate: $4,000,000
  - Products Comp/Op Aggregate $4,000,000
  - Personal & Advertising Injury $2,000,000

- Each Occurrence $2,000,000
- Fire Damage (any one fire) $ 100,000
- Medical Expense (any 1 person) $ 10,000

- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident $1,000,000
  - EL Disease – Policy Limit $1,000,000
  - EL Disease – Each Employee $1,000,000

- Automobile Liability
  - Any vehicle, combined single limit $1,000,000

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

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period

endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Lakeport must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance 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. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of

Lakeport, Attn: [insert department or individual], 225 Park Street, Lakeport, California 95453.

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** 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.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action 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 or action.

14. 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

[Name]
City of Lakeport
Public Works/Engineering
225 Park Street
Lakeport, CA 95453
Telephone: (707) 263-5615
Facsimile: (707) 263-8584

With courtesy copy to:

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

If to Consultant

[Name]
[Address]
[Address]
Telephone:
Facsimile:

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.11 (Records), paragraph 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnity), paragraph 13.8 (Claims-Made Policies), paragraph 14.2 (Consultant Cooperation in Defense of Claims), and paragraph 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. 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 returned to City upon the termination or expiration of this Agreement.

16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. **Compensation Following Termination.** Upon termination, 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. The City shall have the benefit of such work as may have been completed up to the time of such termination.

16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and 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 by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. **Severability.** 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 shall be enforceable in its amended form. 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, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

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

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3. **Non-assignment.** Both parties shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the other party'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.

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** 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. Employment actions to which this provision applies 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.

18.8. **Waiver.** No provision, 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 asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** 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.

18.10. **Remedies Non-Exclusive.** 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.

18.11. **Attorneys' Fees.** In the event of a dispute arising out of the terms of this Agreement, including any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses.

18.12. **Venue.** 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.

18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signatures on following page]

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

"City"
City of Lakeport

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Attest:

By:_____
Kelly Buendia, City Clerk

Date:_____

"Consultant"
[Name of Company or Individual]

By:_____
Signature

Printed:_____

Title:_____

Date:_____

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Approved as to form:

By:_____
David J. Ruderman, City Attorney

Date:_____

AMENDMENT No. # 2 TO PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONAL
(City of Lakeport and (Consultant))

This Amendment No. #2 ("Amendment") to Professional Services Agreement dated October 20, 2022 ("Agreement") is made on this 20th day of October 2026 at Lakeport, California, by and between the City of Lakeport, a municipal corporation, 225 Park Street, Lakeport, California 95453 ("City") and (Consultant), (Consultant Address)("Consultant").

This Amendment modifies the original Agreement between the City and the Consultant dated October 20, 2022 in the following fashion:

A. City and Consultant desire to amend the Agreement by modifying section 3.7 – Termination Date of the Agreement to read as follows:

3.7 "Termination Date": October 20, 2027.

B. Except as modified herein, the terms of that Agreement dated October 20, 2022, and Amendment #1 date October 22, 2025, shall remain in full force and effect.

TO EFFECTUATE THIS AMENDMENT NO. 2, the parties have caused their duly authorized representatives to execute this Amendment No. 2 as of the day and year first written above.

"City"
City of Lakeport

By: _____
Signature

"Consultant"
(Consultant)

By:_____
Signature

By:_____
Signature

Attest:

By: _____
Kelly Buendia, City Clerk

Date: _____

CITY OF LAKEPORT

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

STAFF REPORT

RE: Memorandum of Understanding with the County of Lake for Map and Legal Description Review Services	**MEETING DATE:** 10/20/2026
SUBMITTED BY: Joey Hejnowicz, Community Development Director	
PURPOSE OF REPORT: ☐Information only ☐ Discussion ☒Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked authorize the Mayor to execute a Memorandum of Understanding (MOU) between the City of Lakeport and County of Lake for map and legal description review services, subject to final execution by the County of Lake.

BACKGROUND

The City of Lakeport periodically requires professional surveying and map review services in connection with development applications, subdivisions, lot line adjustments, legal descriptions, and other land use matters. The City currently utilizes its contract engineering consultant to provide many of these services. The contracted engineering consultant has provided quality professional review services to the City; however, depending on workload and project complexity, turnaround times for these reviews can sometimes be lengthy.

During previous discussions with Lake County Surveyor Vance Ricks, City staff learned that the County Surveyor's Office has the ability and capacity to provide these services directly to the City. Staff subsequently evaluated this option and determined that utilizing the County Surveyor's Office is anticipated to provide these services at a lower cost while also potentially improving review turnaround times.

Based on these discussions, City and County staff prepared the attached MOU establishing the terms under which the County Surveyor's Office would provide map and legal description review services on behalf of the City.

DISCUSSION

Under the proposed MOU, the County Surveyor's Office would provide review, checking, and certification services for documents including Final Maps, Parcel Maps, Lot Line Adjustments, Certificates of Compliance, easements, legal descriptions, and other related surveying documents submitted through the City. The County would review these materials for compliance with applicable State law, City ordinances, approved land use entitlements, and other applicable requirements.

The proposed arrangement offers several potential advantages to the City. In addition to anticipated cost savings and improved turnaround times, utilizing the County Surveyor's Office should improve coordination between the initial City review process and the eventual recordation of applicable maps and documents. Because the County is involved in the final processing and recordation of these materials, earlier involvement by the County Surveyor should help identify technical deficiencies or missing information earlier in the process. This should reduce the potential for issues to be identified later, when corrections can be more difficult or time-consuming for applicants and City staff to address.

The MOU also provides for direct coordination between the County Surveyor's Office, City staff, project applicants, and the applicants' engineers or land surveyors to identify and resolve necessary corrections. Upon satisfactory completion of its review, the County Surveyor would sign and stamp applicable maps and documents, where authorized by law, for final processing and recordation.

The City would reimburse the County for services based upon the County's annually adopted master fee schedule. The County would provide the City with an itemized invoice identifying the services performed and the applicable project, with payment due within 30 days of receipt and processing.

Both the Lakeport City Attorney and County Counsel have reviewed the proposed MOU. If approved by the City Council, the agreement will be executed by the City and subsequently forwarded to the County of Lake for consideration and approval by the Board of Supervisors. The MOU will become effective upon the date of the final execution by both parties and will remain in effect until terminated by either party upon 60 days' written notice.

Staff believe the proposed MOU provides an opportunity to improve the efficiency and coordination of the City's map and survey review process while potentially reducing costs for these services. Accordingly, staff recommends approval of the MOU.

ENVIRONMENTAL REVIEW

Approval of the MOU is an administrative action establishing an agreement for professional review services and does not constitute approval of a specific development project. Individual projects will remain subject to applicable environmental review requirements.

COUNCIL OPTIONS

1. Approve the MOU
2. Reject the MOU
3. Provide alternative directions for staff

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**:**

There is no anticipated direct cost to the City for surveying review services provided under the MOU, other than City staff time associated with administering and coordinating the reviews. The City will utilize its existing project

reimbursement agreement process to recover the cost of County surveying services from the applicable project applicant.

The County will invoice the City for services performed based on the County's annually adopted master fee schedule, with each invoice identifying the specific project and services provided. The City will pay the invoice and then pass these costs through to the applicable project applicant as part of the City's project review and approval process. As a result, the cost of surveying and map review services provided under the MOU will ultimately be borne by the project applicant rather than the City's General Fund.

COUNCIL PRIORITIES:


☐ Priority #1: Public Safety & Crisis Response


☐ Priority #2: Disaster Resiliency


☒ Priority #3: Good Governance & Fiscal Stability


☐ Priority #4: Capital Infrastructure Improvement


☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods


☐ Priority #6: Economic Development

SUGGESTED MOTION

Move to approve the Memorandum of Understanding between the City of Lakeport and the County of Lake for map and legal description review services and authorize the Mayor to execute the agreement, subject to final execution by the County of Lake.

☒ **Attachments:**

1. Memorandum of Understanding
2. County Surveyor's Office FY 2026/27 Fee Schedule

MEMORANDUM OF UNDERSTANDING
FOR MAP AND LEGAL DESCRIPTION REVIEW SERVICES
BY COUNTY OF LAKE FOR THE CITY OF LAKEPORT

THIS AGREEMENT is made and entered into on the date last executed by and between the **CITY OF LAKEPORT**, hereinafter referred to as "CITY," and the **COUNTY OF LAKE**, hereinafter referred to as "COUNTY."

RECITALS

WHEREAS,

1. The CITY desires to enter into an agreement with the COUNTY, through the County Surveyor's Office, for the review, checking, and certification of Final Maps, Tentative Maps, Vesting Tentative Maps, Subdivision Maps, Parcel Maps, Lot Line Adjustments, Legal Descriptions, boundary changes, and other related survey maps, documents, certificates, or instruments related to the subdivision of land in accordance with the California Subdivision Map Act, City ordinances and land use entitlement approvals, and the Professional Land Surveyors' Act and other applicable law when requested to do so by CITY; and

2. Pursuant to Government Code Section 66431, upon mutual agreement, the County Surveyor may perform duties assigned to the City Engineer related to subdivision map checking, certification, and statements; and

3. In conformity to Section 66431, the CITY wishes to enter into this Agreement with the County for the County Surveyor's Office to review the aforementioned maps, instruments, and legal descriptions on behalf of the CITY and to sign the required statements on behalf of the CITY as City Surveyor and the City Engineer to sign those statements required by and for the City Engineer; and

4. Pursuant to Government Code Section 66451.2, local agencies may establish reasonable fees for the processing of tentative, final and parcel maps and for other procedures required or authorized by the Subdivision Map Act or local ordinance, provided that the fees are adopted in accordance with the Mitigation Fee Act and do not exceed the amount reasonably required by such agency to administer the necessary services.

5. The COUNTY, through its County Surveyor's Office, has the necessary licensing, expertise, experience and qualifications and is willing to provide CITY with such services.

6. In performing these functions under this Agreement, both parties shall endeavor to clearly define and execute guidelines and reimbursements for applicable incurred costs.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. **TIME OF AGREEMENT:** This Agreement shall commence on the date last executed and shall continue until terminated with advance written notice of sixty (60) calendar days by either party.

2. **SCOPE OF SERVICES:** The COUNTY, through the County Surveyor's Office, shall provide map and legal description review services on behalf of the CITY. The CITY shall transmit to the COUNTY for review complete submittal packets, including but not limited to Final Maps, Parcel Maps, Lot Line Adjustments (boundary line adjustments), Certificates of Compliance, and easement and legal descriptions.

The COUNTY shall log all submitted projects in order of receipt and perform review, checking, and certification in accordance with the time limits established under the California Subdivision Map Act. The COUNTY shall review such materials to ensure compliance with applicable State laws and regulations, including but not limited to the Subdivision Map Act and the Professional Land Surveyors' Act, as well as applicable CITY ordinances, approved land use entitlements, and requirements.

As part of this process, the COUNTY shall coordinate with CITY staff, the relevant project applicant, and the relevant project applicant's engineer or land surveyor to identify, communicate, and resolve any deficiencies or required corrections necessary to achieve compliance.

Upon satisfactory completion of the review and resolution of all required corrections, the COUNTY shall sign and stamp the applicable maps and documents, where authorized under applicable law, for final processing and recordation by the CITY.

3. **FEES:** COUNTY shall be compensated for services rendered under this Agreement through reimbursement agreements and/or fees paid by relevant project applicants as established by COUNTY in accordance with Government Code section 66451.2, the Mitigation Fee Act (Gov. Code, § 66000 et seq.), and other applicable law.

4. **PAYMENT:** Fees shall be based upon the COUNTY master fee schedule, updated annually. COUNTY shall provide CITY with an updated fee schedule within thirty (30) days of the adoption of said update. COUNTY shall submit to CITY an itemized invoice following completion of the requested surveying services. Each invoice shall identify the services rendered during the billing period, the specific application or project for which the services were performed, and the total amount due for the invoice. CITY shall pay the invoice within 30 days of receipt and processing. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by COUNTY.

5. **TERMINATION:** Either party may terminate this Agreement for any or no reason by giving sixty (60) days written notice to the other party. Upon notice of termination of this Agreement, the COUNTY will complete the review/checking of any maps or descriptions received prior to the date of such notice, so as not to hinder the final processing and recordation of said maps or descriptions, and shall be compensated for such services performed.

6. **JURISDICTION; VENUE:** This Agreement shall be construed in accordance with the laws of the State of California. The venue for any litigation shall be in the Superior Court of California for the County of Lake and CITY hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

7. **INDEMNIFICATION:** CITY shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from claims arising from CITY's performance under this Agreement, except where caused by COUNTY's sole negligence or willful misconduct.

COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees from claims arising from COUNTY's performance under this Agreement, except where caused by CITY's sole negligence or willful misconduct.

The parties agree that the indemnity obligations in this Section 7 shall survive termination of this Agreement.

8. **RECORDS:** The parties agree to retain and preserve all ledgers, books of account, invoices, cancelled checks, and other relevant records or documents pertaining to the services rendered or evidencing charges for services, expenditures, and disbursements for at least five (5) years following termination of this Agreement or for any longer period required by law. Each party shall allow the other party to inspect and copy any records that the latter may need upon oral or written request.

9. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement is the entire agreement of the parties and no other written or oral evidence shall be construed to be part of this Agreement. The parties may at any time amend this Agreement by mutual consent, in writing, as necessary to achieve the contractual objectives of the parties.

10. **NON-ASSIGNMENT:** COUNTY 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 COUNTY.

11. **NO THIRD-PARTY BENEFICIARIES:** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

12. **TIME OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

13. **WAIVER:** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by CITY or COUNTY unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by CITY or COUNTY of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

14. **NOTICES:** Notices shall be given to the parties at the following locations:

CITY:
City of Lakeport
Community Development Department
225 Park Street
Lakeport, CA 95451

COUNTY:
County of Lake
Public Works Department
255 North Forbes Street
Lakeport, CA 95453

15. **COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement the day and year hereinafter written.

CITY OF LAKEPORT

By: _____ _____
Brandon Disney
Mayor, City Council Date

ATTEST:

Kelly Buendia
City Clerk

By:_____ _____
Date

APPROVED AS TO FORM:

Mackenzie Anderson
City Attorney

By:_____ _____
Date

COUNTY OF LAKE

	CHAIR, COUNTY OF LAKE BOARD OF SUPERVISORS	DATE
ATTEST		
	SUSAN PARKER CLERK OF THE BOARD	DATE
APPROVAL RECOMMENDED		
	W. VANCE RICKS COUNTY SURVEYOR	DATE
APPROVED AS TO FORM		
	LLOYD GUINTIVANO COUNTY COUNSEL	DATE

26/27 FY Fees

Final Parcel Map Review (4 or less Parcels)	$1,688.75
Final Map Review (5 or more Lots)	$2,671.75
Lot Line Adjustment Review	$813.00
Voluntary Merger	$474.25
Certificate of Compliance / Conditional Certificate of Compliance	$677.50
Surveyor Staff Hourly rate: any reviews that are not billed anywhere else	$135.50