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, December 01, 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, December 01, 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, December 01, 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 November 17, 2026, regular City Council meeting.

C. 2027 Maddy Act List: Direct the City Clerk to prepare the 2027 Maddy Act Appointments List and post at City Hall and the Lakeport Public Library.

D. Parcel Map: Adopt a resolution approving the Disney's Final Parcel Map.

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.*

VI. COUNCIL BUSINESS:

A. City Manager

1. Traffic Safety Update: Receive and file the periodic traffic safety update.

B. Finance Director

1. 4th Quarter FY 2025/26 Financial Report:

B. Utilities Director

1. Amendment No. 1 to Professional Services Approve Amendment No. 1 to the Professional Services Agreement with Consor North America, Inc. for the South Lakeport Waterline Design Project, authorize the

Agreement with Consor North America:	City Manager to execute the amendment to add the USDA Rural Development Preliminary Engineering Report, and retain the existing maximum contract amount of $287,853.

VII. CITY COUNCIL COMMUNICATIONS:

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

VII. ADJOURNMENT:

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

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

_____

Hilary Britton, Deputy City Clerk

MINUTES

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

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

Tuesday, November 17, 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 6:00 p.m. with Council Members Mattina, Parlet, Price and Mayor Disney present. Council Member Costa was absent.

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

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS: A motion was made by Council Member Mattina, seconded by Council Member Parlet, and unanimously carried by voice vote, with Council Member Costa absent, 4-0-0-1, to accept agenda as posted.

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

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

B. Minutes: Approve the minutes of the November 3, 2026, regular City Council meeting.

C. Application 2026-046: Approve application 2026-046, with staff recommendations, for the Kiwanis Snack Shack during the Tree Lighting event.

D. Application 2026-047: Approve application 2026-047, with staff recommendations, for the Tree Lighting event.

E. Measure Z Advisory Committee: Receive and file the minutes of the October 28, 2026, special meeting of the Measure Z Advisory Committee meeting.

Vote on Consent Agenda: A motion was made by Council Member Parlet, seconded by Council Member Price, and unanimously carried by voice vote 4-0-0-1, with Council Member Costa absent, to accept the Consent Agenda, items A-E.

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.*

VI. COUNCIL BUSINESS:

A. City Manager

1. Annexation Tax Sharing Agreement: The staff report was presented by City Manager Ingram.
Justin Ratclliff asked for clarification regarding the specific area to be annexed, cost to hook up to the extended waterline, and which voters will be eligible to vote on the annexation.

A motion was made by Council Member Parlet, seconded by Council Member Mattina, and unanimously carried by voice vote 4-0-0-1, with Council Member Costa absent, to adopt the proposed joint resolution approving the South Lakeport Annexation Tax Sharing Agreement between the City of Lakeport and the County of Lake.

2. City Engineer Contract Amendment:

The staff report was presented by City Manager Ingram.
A motion was made by Council Member Parlet, seconded by Council Member Mattina, and unanimously carried by voice vote 4-0-0-1, with Council Member Costa absent, to approve Amendment No. 1 to Professional Services Agreement No. 2023-024 with Curren Consulting and authorize the City Manager to execute the amendment.

3. SB 580:

The staff report was presented by City Manager Ingram.
A motion was made by Council Member Price, seconded by Council Member Mattina, and unanimously carried by voice vote 4-0-0-1, with Council Member Costa absent, to adopt the resolution adopting the Attorney General's model policies relating to interactions with immigration authorities pursuant to Government Code Section 12532.5 (Senate Bill 580), and direct the City Manager to complete implementation before January 1, 2027.

B. Utilities Director

1. Sewer Main Trenchless Repair: Lakeshore Blvd.

The staff report was presented by Utilities Director Harris.
A motion was made by Council Member Price, seconded by Council Member Parlet, and unanimously carried by voice vote 4-0-0-1, with Council Member Costa absent, to authorize the City Manager to execute a purchase order/contract agreement with Miksis Services for 375' of slip line in the amount of $39,625.

VII. CITY COUNCIL COMMUNICATIONS:

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

Community Development Director Hejnowicz had no report.

Police Chief Stoebe had no report.

Finance Director Dizon had no report.

Utilities Director Harris invited the Council to Forrest Stogner's retirement party on December 2nd. He also advised that the Utilities Department is ready for the forecasted storms this week.

Administrative Services Director Buendia was absent.

Public Works Director Ladd had no report.

Planning Services Manager Fernandez had no report.

City Attorney Anderson had no report.

City Manager Ingram reported that the County voted to add representatives from the Cities of Clearlake and Lakeport to the Air Quality Management District's Board of Directors. He also reminded Council that Chief Stoebe will be speaking at the ALPR Town Hall on Wednesday night.

Council Member Costa was absent.

Councilmember Parlet reported on an Area Planning Commission field trip that included a visit to the Dam Road roundabout and discussed the potential use of 3D printing technology to reduce the cost and construction time of future roundabouts. He also reported that he catered the Konocti Climb event and it was well attended.

Councilmember Price provided an update on the Lakeport Main Street Association's preparations for the upcoming Dickens Festival, highlighting planned entertainment,

the pet parade, Santa visits, and holiday festivities. She also reported participating in her first podcast with Lake County PEG TV and expressed interest in expanding the program to include Councilmembers and community guests.

Councilmember Mattina reported on the successful City Business Mixer, which provided an opportunity to connect with local business owners, and shared updates on the November 28 holiday festivities, including the Dickens Festival, Lighted Boat Parade, and Christmas tree lighting. She also encouraged the community to follow the Lakeport Community Council's new Facebook page for event updates and announced an upcoming LAFCO meeting.

Mayor Disney praised the success of the Konocti Climb and the County staff who organized the event and announced an upcoming Clean Water Program meeting focused on stormwater issues. He also encouraged community members to donate new or gently used shoes to the Bright Friday initiative, noting that a donation bin is available at City Hall.

VIII. **CLOSED SESSION:**

Mayor Disney adjourned the meeting to Closed Session at 7:14 pm to consider the following:

1. Conference with Legal Counsel; Existing Litigation (Gov. Code § 54956.9(d)(1))
    a. In Re: National Prescription Opiate Litigation, Case No. 1:17-md-02804-DAP, pending in the U.S. District Court for the Northern District of Ohio

Report Out of Closed Session:

Mayor Disney returned the meeting at 7:29 pm to advise that the Council voted 4-0-0-1, with Council Member Costa absent, to execute the Albertson Settlement Agreement. A copy of the settlement agreement is available online at www.nationalopioidsettlement.com and upon request.

ADJOURNMENT:

Mayor Disney adjourned the meeting at 7:31 p.m.

_____
Brandon Disney, Mayor

Attest:

_____
Hilary Britton, Deputy City Clerk

CITY OF LAKEPORT

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

STAFF REPORT

RE: Annual Maddy Act Appointment List	**MEETING DATE:** 12/01/2026
SUBMITTED BY: Kelly Buendia, Administrative Services Director/ City Clerk	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to direct the City Clerk to prepare the annual Maddy Act Appointment List.

BACKGROUND/DISCUSSION:

The Maddy Act (*Government Code* Sections 54970 through 54974) states that a vast and largely untapped reservoir of talent exists among the citizenry of the State of California, and that rich and varied segments of this great human resource are, all too frequently, not aware of the many opportunities which exist to participate in and serve on local regulatory and advisory boards, commissions, and committees.

The Act requires that on or before December 31 of each year, each legislative body prepare an appointments list of all regular ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency.

Pursuant to the Maddy Act, the list must contain the list of all appointive terms that expire during the next calendar year (shown in red), with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position. Once the list is prepared, the City Clerk will make it available to the public in accordance with the Act and can continue recruiting any vacant positions.

OPTIONS:

The Appointments list is statutorily mandated.

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 direct the City Clerk to prepare the 2027 Maddy Act Appointments List and post at City Hall and the Lakeport Public Library.

☒ **Attachments:** 1. DRAFT 2027 Maddy Act Appointment List

CITY OF LAKEPORT 2027 MADDY ACT LOCAL APPOINTMENTS LIST

NOTICE: In compliance with the requirements of the Maddy Act (*Government Code* §54970, *et seq.*), the following appointments list was posted on or before December 31, 2026, at the City Hall, City of Lakeport, 225 Park Street, Lakeport, CA 95453, and at the Lakeport Library, 1425 North High Street, Lakeport, CA 95453. The City Council of the City of Lakeport will make appointments to the positions below which will expire or will otherwise become vacant in 2026. Unless noted otherwise, all appointees must be residents of the City of Lakeport.

PLANNING COMMISSION

The Planning Commission meets the second Wednesday of each month at 5:00 p.m. in the Council Chambers of City Hall. The city council may appoint one member who lives outside of the city limits but within the Lakeport zip code area.

COMMISSIONER	DATE APPOINTED	TERM ENDS
Mark Mitchell	December 12, 2022	December 31, 2026
Kipp Knorr	December 12, 2022	December 31, 2026
Nathan Maxman	December 12, 2022	December 31, 2026
Mary Claybon	December 10, 2024	**December 31, 2028**
Fred Christensen	December 10, 2024	**December 31, 2028**

LAKEPORT ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (LEDAC)

This committee meets bimonthly, on the second Wednesday of the month, at 7:30 a.m. in the Conference Room at City Hall. Membership to this committee is open to anyone who lives, works, shops, or does business in the City of Lakeport, including those in the unincorporated areas of the Lakeport trade area.

COMMISSIONER	DATE APPOINTED	TERM ENDS
Pam Harpster	December 02, 2025	December 31, 2027
Lissette Hayes	December 02, 2025	December 31, 2027
Victoria Pulido	December 02, 2025	December 31, 2027
Marie Schrader	December 10, 2024	December 31, 2026
Bonnie Darling	December 10, 2024	December 31, 2026
Wilda Shock	December 10, 2024	December 31, 2026
Laura Sammel	December 10, 2024	December 31, 2026

MEASURE Z ADVISORY COMMITTEE

This committee meets quarterly to review all revenues and expenditures of the Measure Z transactions and use tax and make recommendations to the City Council regarding those expenditures.

COMMISSIONER	DATE APPOINTED	TERM ENDS
Susan King	December 13, 2022	December 31, 2026
Laura Somes	December 13, 2022	December 31, 2026
Meg Harper	December 10, 2024	**December 31, 2028**
Dennis Rollins	December 10, 2024	**December 31, 2028**
Carl Porter	December 10, 2024	**December 31, 2028**

LAKEPORT FIRE PROTECTION DISTRICT BOARD

This Board meets at 5:00 PM on the second Tuesday of each month at 445 N. Main St., Lakeport CA 95453, Lakeport, CA. Members must reside within the City limits. Directors serve a 4-year term.

BOARD MEMBER	DATE APPOINTED	TERM ENDS
Andrew Britton	November 21, 2023	December 31, 2027
Joseph Szupello	February 17, 2026	December 31, 2026

LAKE COUNTY VECTOR CONTROL DISTRICT BOARD

This Board of Trustees meets at 1:30 PM on the second Wednesday of each month at 410 Esplanade, Lakeport, CA. Members must be a voter in the City of Lakeport and reside within the district. Trustee's serve a 2-year or 4-year term, at the discretion of the City Council

BOARD MEMBER	DATE APPOINTED	TERM ENDS
George Spurr	November 21, 2023	December 31, 2027

CITY OF LAKEPORT

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

STAFF REPORT

RE: Adopt a Resolution Approving the Disney's Final Parcel Map.	**MEETING DATE:** 12/1/2026
SUBMITTED BY: Victor Fernandez, Planning Services Manager	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The Community Development Department recommends that the City Council approve the Disney's Final Parcel Map for Disney Boat Rentals (Application 2023-36) for the property located at 2200 Lakeshore Boulevard, Lakeport, further described as Assessor Parcel Number 026-031-29.

BACKGROUND:

On January 8, 2025, the Lakeport Planning Commission reviewed and approved a Tentative Parcel Map that would allow for the subdivision of the existing 6.88± acre property into four (4) separate legal lots of record.

On September 5, 2025, the City hired a consulting surveyor, RSA+ Engineers, to review the Final Parcel Map for compliance with the conditions of approval set forth by the Planning Commission on January 8, 2025, the City's Subdivision Ordinance and the Subdivision Map Act. It should be noted that the City currently has an on-call services contract which includes surveying services. The Final Parcel Map has been reviewed by RSA+ Engineers, the City Engineer, and the Community Development Department whom have determined that all conditions and requirements of approval applicable to the tentative parcel map have been satisfied.

DISCUSSION:

Under Section 16.12.120 of the City's Subdivision Ordinance, all parcel maps (four or fewer parcels) require the review and approval by the City Council. The Final Parcel Map has been reviewed by the consulting Surveyor, the City Engineer, and the Community Development Department and determined to be complete and ready for approval by the City Council.

A Final Parcel Map is the official recordation of a land division, prepared in accordance with the California Subdivision Map Act and local municipal code requirements. It is the final step in the subdivision process, following the approval of a Tentative Parcel Map, and ensures that all conditions of approval have been satisfied. The purpose of a Final Parcel Map is to formally establish the newly created parcels for individual sale, lease, or development.

The City Council is asked to review and approve the Final Parcel Map for compliance with the Tentative Parcel Map Conditions of Approval, the City Subdivision Ordinance, and the Subdivision Map Act. Please see the section *Compliance with Conditions of Approval* below:

Compliance with Conditions of Approval

Condition	Evaluation
The Final Parcel Map shall be prepared by a licensed land surveyor. Said map shall be submitted with all data required by the City Subdivision Ordinance, including traverse sheets, guarantee of title, tax statements, and other required data. The map shall be recorded in accordance with the time frames as set forth in the City Subdivision Ordinance.	The Final Parcel Map was prepared by Conser Land Surveying, and all required supporting documentation and technical materials were submitted to the City for review and approval.
The applicant/owner shall pay the required City review checking and County filing fees for the Final Parcel Map prior to recording.	The applicant has paid all applicable City application and map review fees. Any outstanding County recording fees shall be paid prior to recordation, as applicable.
The applicant/owner shall provide updated Title Reports (not older than six months at the time of submittal) for each affected property. If necessary, the applicant/owner shall obtain the consent of lienholders prior to the recordation of the Parcel Map.	An updated Title Report was provided to the City as part of the Final Parcel Map submittal and was included in the City's review.
Prior to the recordation of the final map, the applicant/owner/developer shall dedicate area within the parcel map as needed for drainage, public utility easements, and other easements. All easements shall also be depicted on the final map. The applicant shall coordinate with the Public Works Department and City Engineer, and Pacific Gas and Electric (PG&E) to determine the drainage and public utility easement requirements.	All required easements have been identified and depicted on the Final Parcel Map in accordance with the applicable requirements.
Prior to the issuance of a building permit, the applicant/owner/developer shall comply with all requirements related to the project's sewer system, including the payment of the standard CLMSD sewer expansion fee. (Sewer expansion fees are indexed annually to the CPI index and adjusted for inflation each July in accordance with Resolution 2271 (2006).)	All applicable sewer-related impact fees have been paid through the project's development and permitting process. There are currently no outstanding sewer impact fees identified by the City.
Prior to the issuance of a building permit, the applicant/owner/developer shall pay the required water expansion fee. (Water expansion fees are indexed annually to the CPI index and adjusted for inflation each July.)	All applicable water-related impact fees have been addressed through the City's building permit process. There are currently no outstanding water impact fees identified by the City.
Durable survey monuments shall be installed at the following locations:	Once the Final Parcel Map is recorded, the applicant's surveyor will be required to install durable survey

a. Boundary corners **b. At the beginning and ending of property line curves and points of intersection** **c. Lot corners or at any other location at the discretion of the City Engineer.**	monuments at key locations to ensure accurate delineation of property boundaries. These monuments shall be placed at the following locations: boundary corners, the beginning and ending of property line curves and points of intersection, lot corners, and any other locations deemed necessary by the City Engineer. The installation of these monuments is a critical step in finalizing the subdivision process and ensuring compliance with surveying and mapping standards. Verification of the monuments will be conducted during the Building Permit Review Process.
The Tentative Parcel Map shall expire twenty-four months from its approval by the Planning Commission, unless the expiration date is extended in accordance with the provisions of the Lakeport Municipal Code Section 16.08.120, which shall be reviewed and approved by the Planning Commission.	The Final Parcel Map is scheduled to expire on January 8, 2027. The Final Parcel Map is being presented to the City Council for consideration prior to the expiration deadline and is therefore within the applicable approval timeframe.
The project shall be designed and constructed in accordance with all applicable Federal Emergency Management Agency (FEMA) flood regulations, including the Flood Insurance Rate Map (FIRM) for the project site. The applicant shall obtain any necessary flood permits or certifications from FEMA and comply with all floodproofing requirements. Additionally, the applicant/owner/developer shall provide the City of Lakeport with an Elevation Certificate for review and approval prior to building permit issuance.	The project was developed in accordance with applicable FEMA flood regulations. Any outstanding documentation or certification requirements associated with this condition shall be addressed through the applicable building permit process.
Prior to the recordation of the Final Map, the Final Map shall include a note on it's face clearly identifying the locations of public access points within a reasonable distance from the subdivision. The note shall specify that these access points provide reasonable public access to Clear Lake, as required under the Subdivision Map Act Section 66478.12. The locations of the identified access points shall be reviewed and approved by the City of Lakeport prior to Final Map approval.	The required public access notation has been incorporated into Note 5 on Sheet 2 of the Final Parcel Map, identifying the public access points providing reasonable access to Clear Lake.

Following City Council approval, the required signatories will sign the Final Parcel Map, and staff will proceed with its recordation.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The proposed Final Parcel Map is consistent with the previously approved Tentative Parcel Map and does not introduce any changes to the project that would result in new or substantially more severe environmental impacts. The environmental determination made in connection with the Tentative Parcel Map remains applicable to the Final Parcel Map. Accordingly, no additional environmental review is required pursuant to CEQA.

OPTIONS:

- Adopt a resolution approving the Disney's Final Parcel Map
- Provide alternative direction to 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**:** None

SUGGESTED MOTION:

Move to adopt a resolution approving the Disney's Final Parcel Map.

☒ **Attachments:**

1. Resolution
2. Final Parcel Map
3. RSA Engineer Approval Letter

RESOLUTION NO. **** (2026)

A RESOLUTION OF THE LAKEPORT CITY COUNCIL APPROVING THE DISNEY'S FINAL PARCEL MAP (APPLICATION 2023-36), CREATING FOUR (4) SEPARATE PARCELS FOR BLUE COVE PROPERTIES LLC LOCATED AT 2200 LAKESHORE BOULEVARD (ASSESSOR'S PARCEL NUMBER 026-031-29)

WHEREAS, the City Council of the City of Lakeport has examined the Final Parcel Map (Application 2023-36), creating four (4) separate residential parcels for Blue Cove Properties LLC at 2200 Lakeshore Boulevard (APN 026-031-29) (the "Project"), consisting of three (3) sheets for the Final Map; and

WHEREAS, on January 8, 2025, the Lakeport Planning Commission reviewed and approved the Mitigated Negative Declaration (SCH # 2024091171) and Tentative Parcel Map for the Project;

WHEREAS, the Final Parcel Map has been reviewed for compliance with the Subdivision Map Act (Government Code Section 66410 et seq.) and the Lakeport Municipal Code Title 16 (Subdivisions); and

WHEREAS, the City Engineer has examined the Final Parcel Map and determined that it is technically correct, substantially conforms to the approved Tentative Parcel Map, that all applicable provisions of the Subdivision Map Act and the Lakeport Municipal Code have been complied with, and that all applicable conditions of approval have been met; and

WHEREAS, the approval of the Final Parcel Map was analyzed in the Mitigated Negative Declaration (SCH # 2024091171) adopted by the Planning Commission on January 8, 2025 and no additional environmental review is required for purposes of the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LAKEPORT HEREBY APPROVES the certain map designated as Disney's Final Parcel Map (Application 2023-36), creating four (4) separate parcels for Blue Cove Properties LLC, a copy of which is attached as **Exhibit "A**" and incorporated herein by this reference.

BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LAKEPORT HEREBY accepts the offers of dedication shown on the Final Parcel Map, including (1) the 60 feet wide public roadway and utility easement as shown thereon; (2) the 20 feet wide public drainage easements as shown thereon; (3) the 40 feet wide public storm drain easement as shown thereon; (4) the 32 feet wide public overhead utility easement as shown thereon; (5) the 10 feet wide public overhead utility easement as shown thereon; and (6) the 5 feet wide public guy anchor easements as shown thereon.

BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LAKEPORT HEREBY directs the City Clerk or Deputy City Clerk to (1) certify to the passage and adoption of this

resolution and enter it into the book of original resolutions; (2) certify that the City Council approved the map and accepted the roadway and public utility easements offered for dedication; and (3) transmit the Final Parcel Map to the County Recorder of the County of Lake for filing and recordation.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 1st day of December, 2026, by the following vote:

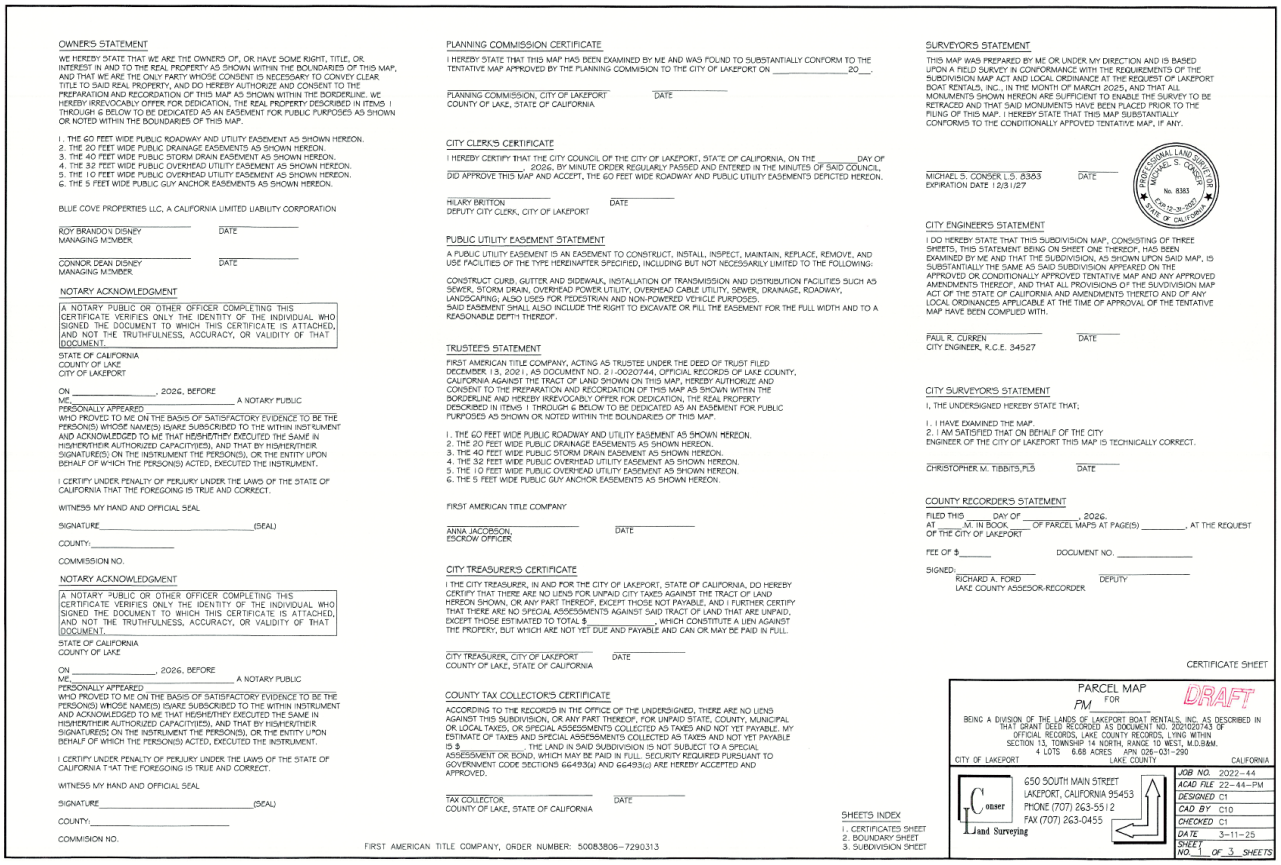
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Stacey Mattina, Mayor Pro Tem
City of Lakeport

ATTEST:

_____
KELLY BUENDIA, City Clerk

Exhibit A



OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY AS SHOWN WITHIN THE BOUNDARIES OF THIS MAP, AND THAT WE ARE THE ONLY PARTY WHOSE CONSENT IS NECESSARY TO CONVEY CLEAR TITLE TO SAID REAL PROPERTY, AND DO HEREBY AUTHORIZE AND CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AS SHOWN WITHIN THE BORDERLINE. WE HEREBY IRREVOCABLY OFFER FOR DEDICATION, THE REAL PROPERTY DESCRIBED IN ITEMS 1 THROUGH 6 BELOW TO BE DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES AS SHOWN OR NOTED WITHIN THE BOUNDARIES OF THIS MAP.

1. THE 60 FEET WIDE PUBLIC ROADWAY AND UTILITY EASEMENT AS SHOWN HEREON.
2. THE 20 FEET WIDE PUBLIC DRAINAGE EASEMENTS AS SHOWN HEREON.
3. THE 40 FEET WIDE PUBLIC STORM DRAIN EASEMENT AS SHOWN HEREON.
4. THE 32 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT AS SHOWN HEREON.
5. THE 10 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT AS SHOWN HEREON.
6. THE 5 FEET WIDE PUBLIC GUY ANCHOR EASEMENTS AS SHOWN HEREON.

BLUE COVE PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION

ROY BRANDON DISNEY — DATE
MANAGING MEMBER

CONNOR DEAN DISNEY — DATE
MANAGING MEMBER

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LAKE
CITY OF LAKEPORT

ON _____, 2026, BEFORE
ME, _____ A NOTARY PUBLIC
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ (SEAL)

COUNTY: _____

COMMISSION NO.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LAKE

ON _____, 2026, BEFORE
ME, _____ A NOTARY PUBLIC
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ (SEAL)

COUNTY: _____

COMMISION NO.

PLANNING COMMISSION CERTIFICATE

I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME AND WAS FOUND TO SUBSTANTIALLY CONFORM TO THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISION TO THE CITY OF LAKEPORT ON _____ 20___.

PLANNING COMMISSION, CITY OF LAKEPORT — DATE
COUNTY OF LAKE, STATE OF CALIFORNIA

CITY CLERKS CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF LAKEPORT, STATE OF CALIFORNIA, ON THE _____ DAY OF _____ 2026, BY MINUTE ORDER REGULARLY PASSED AND ENTERED IN THE MINUTES OF SAID COUNCIL, DID APPROVE THIS MAP AND ACCEPT, THE 60 FEET WIDE ROADWAY AND PUBLIC UTILITY EASEMENTS DEPICTED HEREON.

HILARY BRITTON — DATE
DEPUTY CITY CLERK, CITY OF LAKEPORT

PUBUC UTILITY EASEMENT STATEMENT

A PUBLIC UTILITY EASEMENT IS AN EASEMENT TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, REPLACE, REMOVE, AND USE FACILITIES OF THE TYPE HEREINAFTER SPECIFIED, INCLUDING BUT NOT NECESSARILY LIMITED TO THE FOLLOWING:

CONSTRUCT CURB, GUTTER AND SIDEWALK, INSTALLATION OF TRANSMISSION AND DISTRIBUTION FACILITIES SUCH AS SEWER, STORM DRAIN, OVERHEAD POWER UTILITY, OVERHEAD CABLE UTILITY, SEWER, DRAINAGE, ROADWAY, LANDSCAPING; ALSO USES FOR PEDESTRIAN AND NON-POWERED VEHICLE PURPOSES.
SAID EASEMENT SHALL ALSO INCLUDE THE RIGHT TO EXCAVATE OR FILL THE EASEMENT FOR THE FULL WIDTH AND TO A REASONABLE DEPTH THEREOF.

TRUSTEES STATEMENT

FIRST AMERICAN TITLE COMPANY, ACTING AS TRUSTEE UNDER THE DEED OF TRUST FILED DECEMBER 13, 2021, AS DOCUMENT NO. 21-0020744, OFFICIAL RECORDS OF LAKE COUNTY, CALIFORNIA AGAINST THE TRACT OF LAND SHOWN ON THIS MAP, HEREBY AUTHORIZE AND CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AS SHOWN WITHIN THE BORDERLINE AND HEREBY IRREVOCABLY OFFER FOR DEDICATION, THE REAL PROPERTY DESCRIBED IN ITEMS 1 THROUGH 6 BELOW TO BE DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES AS SHOWN OR NOTED WITHIN THE BOUNDARIES OF THIS MAP.

1. THE 60 FEET WIDE PUBLIC ROADWAY AND UTILITY EASEMENT AS SHOWN HEREON.
2. THE 20 FEET WIDE PUBLIC DRAINAGE EASEMENTS AS SHOWN HEREON.
3. THE 40 FEET WIDE PUBLIC STORM DRAIN EASEMENT AS SHOWN HEREON.
4. THE 32 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT AS SHOWN HEREON.
5. THE 10 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT AS SHOWN HEREON.
6. THE 5 FEET WIDE PUBLIC GUY ANCHOR EASEMENTS AS SHOWN HEREON.

FIRST AMERICAN TITLE COMPANY

ANNA JACOBSON — DATE
ESCROW OFFICER

CITY TREASURERS CERTIFICATE

I THE CITY TREASURER, IN AND FOR THE CITY OF LAKEPORT, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID CITY TAXES AGAINST THE TRACT OF LAND HEREON SHOWN, OR ANY PART THEREOF, EXCEPT THOSE NOT PAYABLE, AND I FURTHER CERTIFY THAT THERE ARE NO SPECIAL ASSESSMENTS AGAINST SAID TRACT OF LAND THAT ARE UNPAID, EXCEPT THOSE ESTIMATED TO TOTAL $_____; WHICH CONSTITUTE A LIEN AGAINST THE PROPERY, BUT WHICH ARE NOT YET DUE AND PAYABLE AND CAN OR MAY BE PAID IN FULL.

CITY TREASURER, CITY OF LAKEPORT — DATE
COUNTY OF LAKE, STATE OF CALIFORNIA

COUNTY TAX COLLECTORS CERTIFICATE

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AND NOT YET PAYABLE. MY ESTIMATE OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES AND NOT YET PAYABLE IS $_____. THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND, WHICH MAY BE PAID IN FULL. SECURITY REQUIRED PURSUANT TO GOVERNMENT CODE SECTIONS 66493(a) AND 66493(c) ARE HEREBY ACCEPTED AND APPROVED.

TAX COLLECTOR — DATE
COUNTY OF LAKE, STATE OF CALIFORNIA

SURVEYORS STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LAKEPORT BOAT RENTALS, INC., IN THE MONTH OF MARCH 2025, AND THAT ALL MONUMENTS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT SAID MONUMENTS HAVE BEEN PLACED PRIOR TO THE FILING OF THIS MAP. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPOVED TENTATIVE MAP, IF ANY.

MICHAEL S. CONSER L.S. 8363 — DATE
EXPIRATION DATE 12/31/27

PROFESSIONAL LAND SURVEYOR — MICHAEL S. CONSER — No. 8363 — EXP 12-31-2027 — STATE OF CALIFORNIA

CITY ENGINEERS STATEMENT

I DO HEREBY STATE THAT THIS SUBDIVISION MAP, CONSISTING OF THREE SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, HAS BEEN EXAMINED BY ME AND THAT THE SUBDIVISION, AS SHOWN UPON SAID MAP, IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP AND ANY APPROVED AMENDMENTS THEREOF, AND THAT ALL PROVISIONS OF THE SUVDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND AMENDMENTS THERETO AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PAUL R. CURREN — DATE
CITY ENGINEER, R.C.E. 34527

CITY SURVEYORS STATEMENT

I, THE UNDERSIGNED HEREBY STATE THAT,

1. I HAVE EXAMINED THE MAP.
2. I AM SATISFIED THAT ON BEHALF OF THE CITY ENGINEER OF THE CITY OF LAKEPORT THIS MAP IS TECHNICALLY CORRECT.

CHRISTOPHER M. TIBBITS, PLS — DATE

COUNTY RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2026,
AT _____ M. IN BOOK _____ OF PARCEL MAPS AT PAGE(S) _____, AT THE REQUEST OF THE CITY OF LAKEPORT

FEE OF $_____ — DOCUMENT NO. _____

SIGNED: _____ — _____
RICHARD A. FORD — DEPUTY
LAKE COUNTY ASSESOR-RECORDER

SHEETS INDEX

1. CERTIFICATES SHEET
2. BOUNDARY SHEET
3. SUBDIVISION SHEET

FIRST AMERICAN TITLE COMPANY, ORDER NUMBER: 50083806-729031.3

CERTIFICATE SHEET

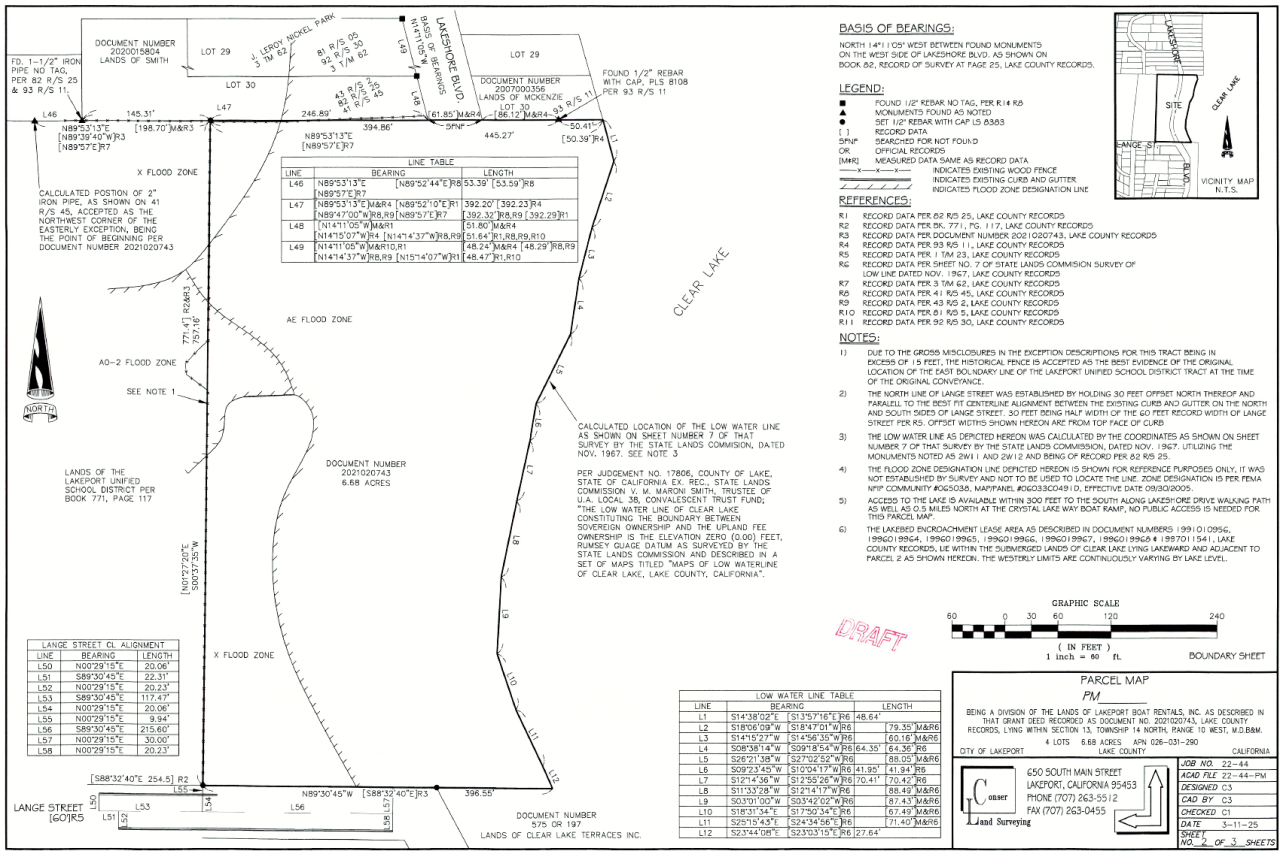
PARCEL MAP PM _____ FOR

DRAFT

BEING A DIVISION OF THE LANDS OF LAKEPORT BOAT RENTALS, INC. AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 2021020743 OF OFFICIAL RECORDS, LAKE COUNTY RECORDS, LYING WITHIN SECTION 13, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B&M.
4 LOTS 6.68 ACRES APN 026-031-290
CITY OF LAKEPORT — LAKE COUNTY — CALIFORNIA

Conser Land Surveying
650 SOUTH MAIN STREET
LAKEPORT, CALIFORNIA 95453
PHONE (707) 263-5512
FAX (707) 263-0455

JOB NO.	2022-44
ACAD FILE	22-44-PM
DESIGNED	C1
CAD BY	C10
CHECKED	C1
DATE	3-11-25
SHEET NO.	1 OF 3 SHEETS



LINE TABLE

LINE	BEARING	LENGTH
L46	N89°53'13"E [N89°57'E]R7	[N89°52'44"E]R8 53.39' [53.59']R8
L47	N89°53'13"E M&R4 [N89°47'00"W]R8,R9	N89°52'10"E]R1 [N89°57'E]R7 392.20' [392.23]R4 [392.32']R8,R9 [392.29']R1
L48	[N14°11'05"W M&R1 N14°15'07"W]R4	[N14°14'37"W]R8,R9 51.80' M&R4 51.64' R1,R8,R9,R10
L49	N14°11'05"W M&R10,R1 [N14°14'37"W]R8,R9	[N15°14'07"W]R1 48.24' M&R4 [48.29']R8,R9 48.47' R1,R10

LANGE STREET CL ALIGNMENT

LINE	BEARING	LENGTH
L50	N00°29'15"E	20.06'
L51	S89°30'45"E	22.31'
L52	N00°29'15"E	20.23'
L53	S89°30'45"E	117.47'
L54	N00°29'15"E	20.06'
L55	S89°30'45"E	9.94'
L56	S89°30'45"E	215.60'
L57	N00°29'15"E	30.00'
L58	N00°29'15"E	20.23'

LOW WATER LINE TABLE

LINE	BEARING		LENGTH	
L1	S14°38'02"E	[S13°57'16"E]R6	48.64'	
L2	S18°06'09"W	S18°47'01"W]R6		79.35' M&R6
L3	S14°15'27"W	S14°56'35"W]R6		60.16' M&R6
L4	S08°38'14"W	S09°18'54"W]R6	64.35'	64.36' R6
L5	S26°21'38"W	S27°02'52"W]R6		88.05' M&R6
L6	S09°23'45"W	S10°04'17"W]R6	41.95'	41.94' R6
L7	S12°14'36"W	S12°55'26"W]R6	70.41'	70.42' R6
L8	S11°33'28"W	S12°14'17"W]R6		88.49' M&R6
L9	S03°01'00"W	S03°42'02"W]R6		87.43' M&R6
L10	S18°31'34"E	S17°50'34"E]R6		67.49' M&R6
L11	S25°15'43"E	S24°34'56"E]R6		71.40' M&R6
L12	S23°44'08"E	S23°03'15"E]R6	27.64'	

BASIS OF BEARINGS:

NORTH 14°11'05" WEST BETWEEN FOUND MONUMENTS ON THE WEST SIDE OF LAKESHORE BLVD. AS SHOWN ON BOOK 82, RECORD OF SURVEY AT PAGE 25, LAKE COUNTY RECORDS.

LEGEND:

- ■ FOUND 1/2" REBAR NO TAG, PER R14 R8
- ▲ MONUMENTS FOUND AS NOTED
- ● SET 1/2" REBAR WITH CAP LS 8383
- [ ] RECORD DATA
- SFNF SEARCHED FOR NOT FOUND
- OR OFFICIAL RECORDS
- [M&R] MEASURED DATA SAME AS RECORD DATA
- —x—x—x— INDICATES EXISTING WOOD FENCE
- INDICATES EXISTING CURB AND GUTTER
- INDICATES FLOOD ZONE DESIGNATION LINE

REFERENCES:

- R1 RECORD DATA PER 82 R/S 25, LAKE COUNTY RECORDS
- R2 RECORD DATA PER BK. 771, PG. 117, LAKE COUNTY RECORDS
- R3 RECORD DATA PER DOCUMENT NUMBER 2021020743, LAKE COUNTY RECORDS
- R4 RECORD DATA PER 93 R/S 11, LAKE COUNTY RECORDS
- R5 RECORD DATA PER 1 TM 23, LAKE COUNTY RECORDS
- R6 RECORD DATA PER SHEET NO. 7 OF STATE LANDS COMMISION SURVEY OF LOW LINE DATED NOV. 1967, LAKE COUNTY RECORDS
- R7 RECORD DATA PER 3 TM 62, LAKE COUNTY RECORDS
- R8 RECORD DATA PER 41 R/S 45, LAKE COUNTY RECORDS
- R9 RECORD DATA PER 43 R/S 2, LAKE COUNTY RECORDS
- R10 RECORD DATA PER 81 R/S 5, LAKE COUNTY RECORDS
- R11 RECORD DATA PER 92 R/S 30, LAKE COUNTY RECORDS

NOTES:

1) DUE TO THE GROSS MISCLOSURES IN THE EXCEPTION DESCRIPTIONS FOR THIS TRACT BEING IN EXCESS OF 15 FEET, THE HISTORICAL FENCE IS ACCEPTED AS THE BEST EVIDENCE OF THE ORIGINAL LOCATION OF THE EAST BOUNDARY LINE OF THE LAKEPORT UNIFIED SCHOOL DISTRICT TRACT AT THE TIME OF THE ORIGINAL CONVEYANCE.
2) THE NORTH LINE OF LANGE STREET WAS ESTABLISHED BY HOLDING 30 FEET OFFSET NORTH THEREOF AND PARALELL TO THE BEST FIT CENTERLINE ALIGNMENT BETWEEN THE EXISTING CURB AND GUTTER ON THE NORTH AND SOUTH SIDES OF LANGE STREET. 30 FEET BEING HALF WIDTH OF THE 60 FEET RECORD WIDTH OF LANGE STREET PER R5. OFFSET WIDTHS SHOWN HEREON ARE FROM TOP FACE OF CURB
3) THE LOW WATER LINE AS DEPICTED HEREON WAS CALCULATED BY THE COORDINATES AS SHOWN ON SHEET NUMBER 7 OF THAT SURVEY BY THE STATE LANDS COMMISSION, DATED NOV. 1967. UTILIZING THE MONUMENTS NOTED AS 2W11 AND 2W12 AND BEING OF RECORD PER 82 R/S 25.
4) THE FLOOD ZONE DESIGNATION LINE DEPICTED HEREON IS SHOWN FOR REFERENCE PURPOSES ONLY, IT WAS NOT ESTABLISHED BY SURVEY AND NOT TO BE USED TO LOCATE THE LINE. ZONE DESIGNATION IS PER FEMA NFIP COMMUNITY #065038, MAP/PANEL #06033C0491D, EFFECTIVE DATE 09/30/2005.
5) ACCESS TO THE LAKE IS AVAILABLE WITHIN 300 FEET TO THE SOUTH ALONG LAKESHORE DRIVE WALKING PATH AS WELL AS 0.5 MILES NORTH AT THE CRYSTAL LAKE WAY BOAT RAMP, NO PUBLIC ACCESS IS NEEDED FOR THIS PARCEL MAP.
6) THE LAKEBED ENCROACHMENT LEASE AREA AS DESCRIBED IN DOCUMENT NUMBERS 199101095G, 199601996H, 199601996S, 199601996G, 199601996T, 199601996R & 199701154I, LAKE COUNTY RECORDS, LIE WITHIN THE SUBMERGED LANDS OF CLEAR LAKE LYING LAKEWARD AND ADJACENT TO PARCEL 2 AS SHOWN HEREON. THE WESTERLY LIMITS ARE CONTINUOUSLY VARYING BY LAKE LEVEL.

DRAFT

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

BOUNDARY SHEET

PARCEL MAP

PM _____

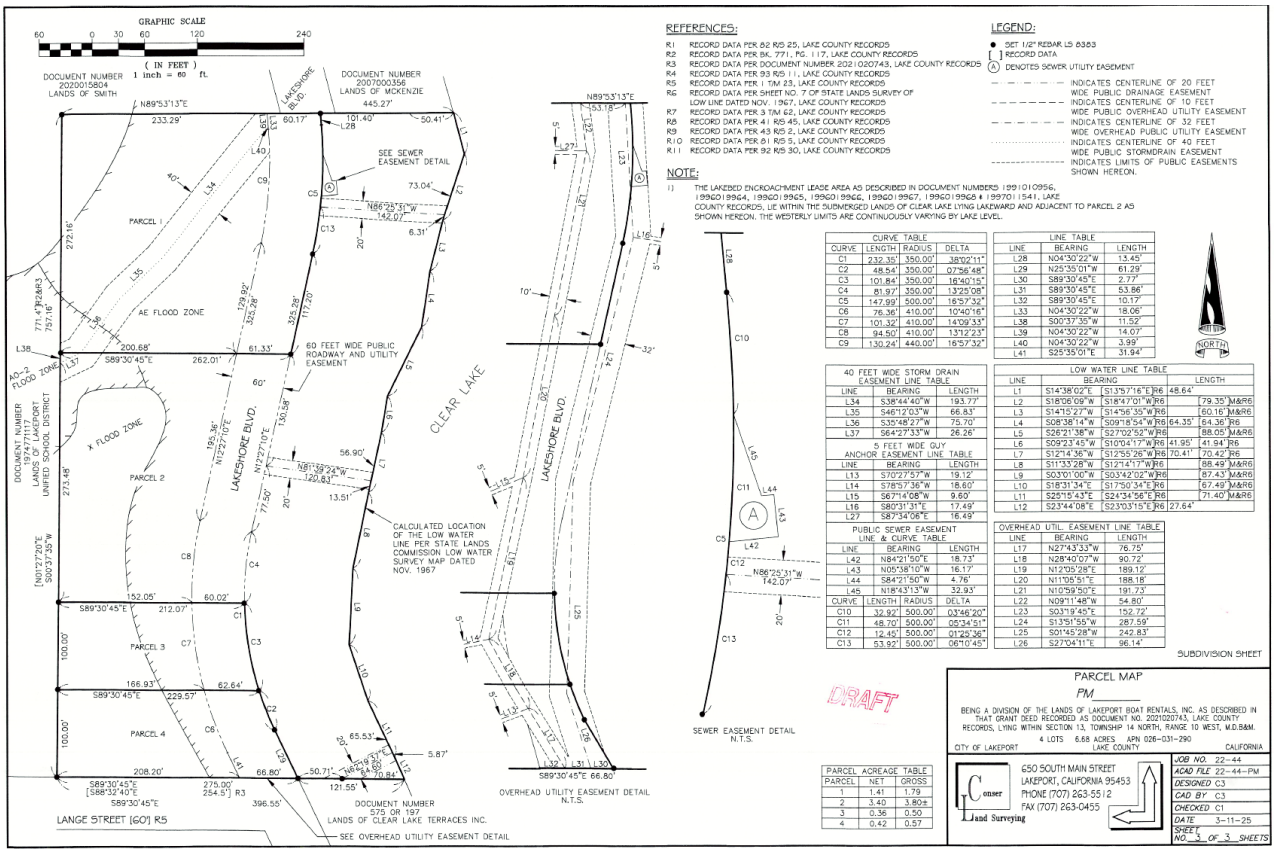
BEING A DIVISION OF THE LANDS OF LAKEPORT BOAT RENTALS, INC. AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 2021020743, LAKE COUNTY RECORDS, LYING WITHIN SECTION 13, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B&M.

4 LOTS 6.68 ACRES APN 026-031-290

CITY OF LAKEPORT LAKE COUNTY CALIFORNIA

Conser Land Surveying
650 SOUTH MAIN STREET
LAKEPORT, CALIFORNIA 95453
PHONE (707) 263-5512
FAX (707) 263-0455

JOB NO.	22-44
ACAD FILE	22-44-PM
DESIGNED	CS
CAD BY	CS
CHECKED	CI
DATE	3-11-25
SHEET NO.	2 OF 3 SHEETS



REFERENCES:

R1 RECORD DATA PER B2 R/S 25, LAKE COUNTY RECORDS
R2 RECORD DATA PER BK. 771, PG. 17, LAKE COUNTY RECORDS
R3 RECORD DATA PER DOCUMENT NUMBER 2021020743, LAKE COUNTY RECORDS
R4 RECORD DATA PER 93 R/S 11, LAKE COUNTY RECORDS
R5 RECORD DATA PER 1 TM 23, LAKE COUNTY RECORDS
R6 RECORD DATA PER SHEET NO. 7 OF STATE LANDS SURVEY OF LOW LINE DATED NOV. 1967, LAKE COUNTY RECORDS
R7 RECORD DATA PER 3 TM 62, LAKE COUNTY RECORDS
R8 RECORD DATA PER 4 I R/S 45, LAKE COUNTY RECORDS
R9 RECORD DATA PER 43 R/S 2, LAKE COUNTY RECORDS
R10 RECORD DATA PER 81 R/S 5, LAKE COUNTY RECORDS
R11 RECORD DATA PER 92 R/S 30, LAKE COUNTY RECORDS

LEGEND:

● SET 1/2" REBAR LS 8383
[ ] RECORD DATA
(A) DENOTES SEWER UTILITY EASEMENT
INDICATES CENTERLINE OF 20 FEET WIDE PUBLIC DRAINAGE EASEMENT
INDICATES CENTERLINE OF 10 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT
INDICATES CENTERLINE OF 32 FEET WIDE OVERHEAD PUBLIC UTILITY EASEMENT
INDICATES CENTERLINE OF 40 FEET WIDE PUBLIC STORMDRAIN EASEMENT
INDICATES LIMITS OF PUBLIC EASEMENTS SHOWN HEREON.

NOTE:

1) THE LAKEBED ENCROACHMENT LEASE AREA AS DESCRIBED IN DOCUMENT NUMBERS 199101095G, 199601996H, 199601996J, 199601996S, 199601996T, 199601996S & 199701154L, LAKE COUNTY RECORDS, LIE WITHIN THE SUBMERGED LANDS OF CLEAR LAKE LYING LAKEWARD AND ADJACENT TO PARCEL 2 AS SHOWN HEREON. THE WESTERLY LIMITS ARE CONTINUOUSLY VARYING BY LAKE LEVEL.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	232.35'	350.00'	38°02'11"
C2	48.54'	350.00'	07°56'48"
C3	101.84'	350.00'	16°40'15"
C4	81.97'	350.00'	13°25'08"
C5	147.99'	500.00'	16°57'32"
C6	76.36'	410.00'	10°40'16"
C7	101.32'	410.00'	14°09'33"
C8	94.50'	410.00'	13°12'23"
C9	130.24'	440.00'	16°57'32"

LINE TABLE		
LINE	BEARING	LENGTH
L28	N04°30'22"W	13.45'
L29	N25°35'01"W	61.29'
L30	S89°30'45"E	2.77'
L31	S89°30'45"E	53.86'
L32	S89°30'45"E	10.17'
L33	N04°30'22"W	18.06'
L38	S00°37'35"W	11.52'
L39	N04°30'22"W	14.07'
L40	N04°30'22"W	3.99'
L41	S25°35'01"E	31.94'

40 FEET WIDE STORM DRAIN EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L34	S38°44'40"W	193.77'
L35	S46°12'03"W	66.83'
L36	S35°48'27"W	75.70'
L37	S64°27'33"W	26.26'

5 FEET WIDE GUY ANCHOR EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L13	S70°27'57"W	19.12'
L14	S78°57'36"W	18.60'
L15	S67°14'08"W	9.60'
L16	S80°31'31"E	17.49'
L27	S87°34'08"E	16.49'

PUBLIC SEWER EASEMENT LINE & CURVE TABLE		
LINE	BEARING	LENGTH
L42	N84°21'50"E	18.73'
L43	N05°38'10"W	16.17'
L44	S84°21'50"W	4.76'
L45	N18°43'13"W	32.93'
CURVE	LENGTH	RADIUS	DELTA
C10	32.92'	500.00'	03°46'20"
C11	48.70'	500.00'	05°34'51"
C12	12.45'	500.00'	01°25'36"
C13	53.92'	500.00'	06°10'45"

LOW WATER LINE TABLE			
LINE	BEARING		LENGTH
L1	S14°38'02"E	S13°57'16"E R6	48.64'
L2	S18°06'09"W	S18°47'01"W R6	79.35' M&R6
L3	S14°15'27"W	S14°56'35"W R6	60.16' M&R6
L4	S08°38'14"W	S09°18'54"W R6	64.35' 64.36' R6
L5	S26°21'38"W	S27°02'52"W R6	88.05' M&R6
L6	S09°23'45"W	S10°04'17"W R6	41.95' 41.94' R6
L7	S12°14'36"W	S12°55'26"W R6	70.41' 70.42' R6
L8	S11°33'28"W	S12°14'17"W R6	88.49' M&R6
L9	S03°01'00"W	S03°42'02"W R6	87.43' M&R6
L10	S18°31'34"E	S17°50'34"E R6	67.49' M&R6
L11	S25°15'43"E	S24°34'56"E R6	71.40' M&R6
L12	S23°44'08"E	S23°03'15"E R6	27.64'

OVERHEAD UTIL. EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L17	N27°43'33"W	76.75'
L18	N28°40'07"W	90.72'
L19	N12°05'28"E	189.12'
L20	N11°06'51"E	188.18'
L21	N10°59'20"E	191.73'
L22	N09°11'48"W	54.80'
L23	S03°19'45"E	152.72'
L24	S13°51'55"W	287.59'
L25	S01°45'28"W	242.83'
L26	S27°04'11"E	96.14'

PARCEL ACREAGE TABLE		
PARCEL	NET	GROSS
1	1.41	1.79
2	3.40	3.80±
3	0.36	0.50
4	0.42	0.57

DRAFT

SUBDIVISION SHEET

PARCEL MAP

PM_____

BEING A DIVISION OF THE LANDS OF LAKEPORT BOAT RENTALS, INC. AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 2021020743, LAKE COUNTY RECORDS, LYING WITHIN SECTION 13, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B&M.

4 LOTS 6.68 ACRES APN 026-031-290

CITY OF LAKEPORT LAKE COUNTY CALIFORNIA

Conner Land Surveying
650 SOUTH MAIN STREET
LAKEPORT, CALIFORNIA 95453
PHONE (707) 263-5512
FAX (707) 263-0455

JOB NO. 22-44
ACAD FILE 22-44-PM
DESIGNED CJ
CAD BY CJ
CHECKED CT
DATE 3-11-25
SHEET NO. 3 OF 3 SHEETS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY AS SHOWN WITHIN THE BOUNDARIES OF THIS MAP, AND THAT WE ARE THE ONLY PARTY WHOSE CONSENT IS NECESSARY TO CONVEY CLEAR TITLE TO SAID REAL PROPERTY, AND DO HEREBY AUTHORIZE AND CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AS SHOWN WITHIN THE BORDERLINE. WE HEREBY IRREVOCABLY OFFER FOR DEDICATION, THE REAL PROPERTY DESCRIBED IN ITEMS 1 THROUGH 6 BELOW TO BE DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES AS SHOWN OR NOTED WITHIN THE BOUNDARIES OF THIS MAP.

1. THE 60 FEET WIDE PUBLIC ROADWAY AND UTILITY EASEMENT AS SHOWN HEREON.
2. THE 20 FEET WIDE PUBLIC DRAINAGE EASEMENTS AS SHOWN HEREON.
3. THE 40 FEET WIDE PUBLIC STORM DRAIN EASEMENT AS SHOWN HEREON.
4. THE 32 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT AS SHOWN HEREON.
5. THE 10 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT AS SHOWN HEREON.
6. THE 5 FEET WIDE PUBLIC GUY ANCHOR EASEMENTS AS SHOWN HEREON.

BLUE COVE PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION

_____ _____
ROY BRANDON DISNEY DATE
MANAGING MEMBER

_____ _____
CONNOR DEAN DISNEY DATE
MANAGING MEMBER

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LAKE
CITY OF LAKEPORT

ON _____, 2026, BEFORE
ME,_____ A NOTARY PUBLIC
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE_____(SEAL)

COUNTY:_____

COMMISSION NO.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LAKE

ON _____, 2026, BEFORE
ME,_____ A NOTARY PUBLIC
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE_____(SEAL)

COUNTY:_____

COMMISION NO.

PLANNING COMMISSION CERTIFICATE

I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME AND WAS FOUND TO SUBSTANTIALLY CONFORM TO THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISION TO THE CITY OF LAKEPORT ON _____20___.

_____ _____
PLANNING COMMISSION, CITY OF LAKEPORT DATE
COUNTY OF LAKE, STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF LAKEPORT, STATE OF CALIFORNIA, ON THE _____DAY OF _____, 2026, BY MINUTE ORDER REGULARLY PASSED AND ENTERED IN THE MINUTES OF SAID COUNCIL, DID APPROVE THIS MAP AND ACCEPT, THE 60 FEET WIDE ROADWAY AND PUBLIC UTILITY EASEMENTS DEPICTED HEREON.

_____ _____
HILARY BRITTON DATE
DEPUTY CITY CLERK, CITY OF LAKEPORT

PUBLIC UTILITY EASEMENT STATEMENT

A PUBLIC UTILITY EASEMENT IS AN EASEMENT TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, REPLACE, REMOVE, AND USE FACILITIES OF THE TYPE HEREINAFTER SPECIFIED, INCLUDING BUT NOT NECESSARILY LIMITED TO THE FOLLOWING:

CONSTRUCT CURB, GUTTER AND SIDEWALK, INSTALLATION OF TRANSMISSION AND DISTRIBUTION FACILITIES SUCH AS SEWER, STORM DRAIN, OVERHEAD POWER UTILITY, OVERHEAD CABLE UTILITY, SEWER, DRAINAGE, ROADWAY, LANDSCAPING; ALSO USES FOR PEDESTRIAN AND NON-POWERED VEHICLE PURPOSES.
SAID EASEMENT SHALL ALSO INCLUDE THE RIGHT TO EXCAVATE OR FILL THE EASEMENT FOR THE FULL WIDTH AND TO A REASONABLE DEPTH THEREOF.

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, ACTING AS TRUSTEE UNDER THE DEED OF TRUST FILED DECEMBER 13, 2021, AS DOCUMENT NO. 21-0020744, OFFICIAL RECORDS OF LAKE COUNTY, CALIFORNIA AGAINST THE TRACT OF LAND SHOWN ON THIS MAP, HEREBY AUTHORIZE AND CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AS SHOWN WITHIN THE BORDERLINE AND HEREBY IRREVOCABLY OFFER FOR DEDICATION, THE REAL PROPERTY DESCRIBED IN ITEMS 1 THROUGH 6 BELOW TO BE DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES AS SHOWN OR NOTED WITHIN THE BOUNDARIES OF THIS MAP.

1. THE 60 FEET WIDE PUBLIC ROADWAY AND UTILITY EASEMENT AS SHOWN HEREON.
2. THE 20 FEET WIDE PUBLIC DRAINAGE EASEMENTS AS SHOWN HEREON.
3. THE 40 FEET WIDE PUBLIC STORM DRAIN EASEMENT AS SHOWN HEREON.
4. THE 32 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT AS SHOWN HEREON.
5. THE 10 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT AS SHOWN HEREON.
6. THE 5 FEET WIDE PUBLIC GUY ANCHOR EASEMENTS AS SHOWN HEREON.

FIRST AMERICAN TITLE COMPANY

_____ _____
ANNA JACOBSON, DATE
ESCROW OFFICER

CITY TREASURER'S CERTIFICATE

I THE CITY TREASURER, IN AND FOR THE CITY OF LAKEPORT, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID CITY TAXES AGAINST THE TRACT OF LAND HEREON SHOWN, OR ANY PART THEREOF, EXCEPT THOSE NOT PAYABLE, AND I FURTHER CERTIFY THAT THERE ARE NO SPECIAL ASSESSMENTS AGAINST SAID TRACT OF LAND THAT ARE UNPAID, EXCEPT THOSE ESTIMATED TO TOTAL $_____, WHICH CONSTITUTE A LIEN AGAINST THE PROPERY, BUT WHICH ARE NOT YET DUE AND PAYABLE AND CAN OR MAY BE PAID IN FULL.

_____ _____
CITY TREASURER, CITY OF LAKEPORT DATE
COUNTY OF LAKE, STATE OF CALIFORNIA

COUNTY TAX COLLECTOR'S CERTIFICATE

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AND NOT YET PAYABLE. MY ESTIMATE OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES AND NOT YET PAYABLE IS $_____. THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND, WHICH MAY BE PAID IN FULL. SECURITY REQUIRED PURSUANT TO GOVERNMENT CODE SECTIONS 66493(a) AND 66493(c) ARE HEREBY ACCEPTED AND APPROVED.

_____ _____
TAX COLLECTOR DATE
COUNTY OF LAKE, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LAKEPORT BOAT RENTALS, INC., IN THE MONTH OF MARCH 2025, AND THAT ALL MONUMENTS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT SAID MONUMENTS HAVE BEEN PLACED PRIOR TO THE FILING OF THIS MAP. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPOVED TENTATIVE MAP, IF ANY.

_____ _____
MICHAEL S. CONSER L.S. 8383 DATE
EXPIRATION DATE 12/31/27

PROFESSIONAL LAND SURVEYOR
MICHAEL S. CONSER
No. 8383
EXP. 12-31-2027
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I DO HEREBY STATE THAT THIS SUBDIVISION MAP, CONSISTING OF THREE SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, HAS BEEN EXAMINED BY ME AND THAT THE SUBDIVISION, AS SHOWN UPON SAID MAP, IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP AND ANY APPROVED AMENDMENTS THEREOF, AND THAT ALL PROVISIONS OF THE SUVDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND AMENDMENTS THERETO AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
PAUL R. CURREN DATE
CITY ENGINEER, R.C.E. 34527

CITY SURVEYOR'S STATEMENT

I, THE UNDERSIGNED HEREBY STATE THAT;

1. I HAVE EXAMINED THE MAP.
2. I AM SATISFIED THAT ON BEHALF OF THE CITY ENGINEER OF THE CITY OF LAKEPORT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
CHRISTOPHER M. TIBBITS,PLS DATE

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2026.
AT _____.M. IN BOOK _____ OF PARCEL MAPS AT PAGE(S) _____, AT THE REQUEST OF THE CITY OF LAKEPORT

FEE OF $_____ DOCUMENT NO. _____

SIGNED:_____ _____
RICHARD A. FORD DEPUTY
LAKE COUNTY ASSESOR-RECORDER

SHEETS INDEX

1. CERTIFICATES SHEET
2. BOUNDARY SHEET
3. SUBDIVISION SHEET

FIRST AMERICAN TITLE COMPANY, ORDER NUMBER: 50083806-7290313

CERTIFICATE SHEET

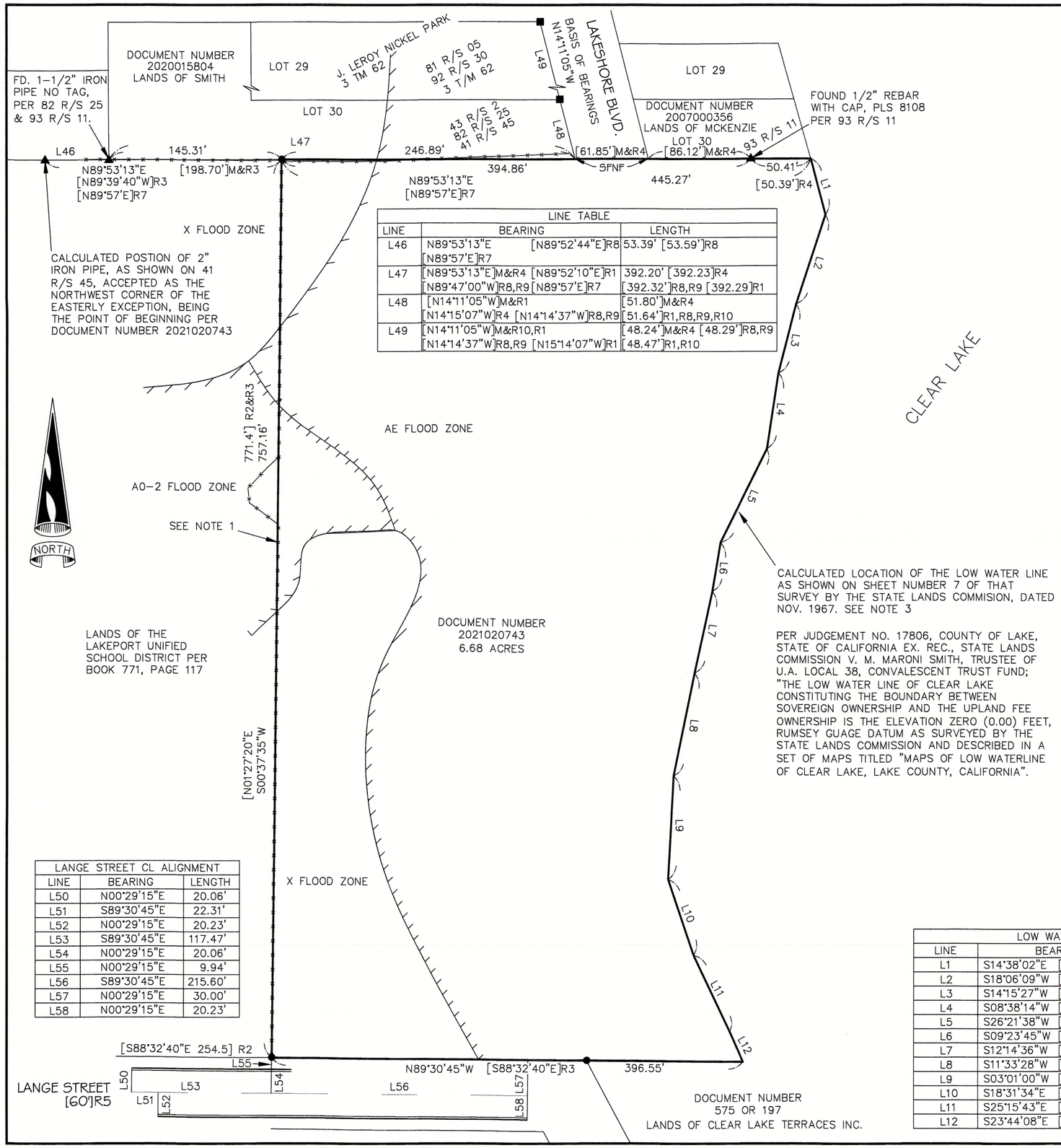
PARCEL MAP
FOR
PM _____

DRAFT

BEING A DIVISION OF THE LANDS OF LAKEPORT BOAT RENTALS, INC. AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 2021020743 OF OFFICIAL RECORDS, LAKE COUNTY RECORDS, LYING WITHIN SECTION 13, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B&M.
4 LOTS 6.68 ACRES APN 026-031-290
CITY OF LAKEPORT LAKE COUNTY CALIFORNIA

Conser Land Surveying
650 SOUTH MAIN STREET
LAKEPORT, CALIFORNIA 95453
PHONE (707) 263-5512
FAX (707) 263-0455

JOB NO.	2022-44
ACAD FILE	22-44-PM
DESIGNED	C1
CAD BY	C10
CHECKED	C1
DATE	3-11-25
SHEET NO.	1 OF 3 SHEETS



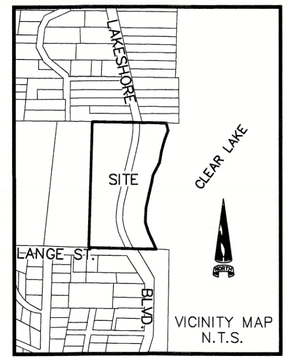
LINE TABLE		
LINE	BEARING	LENGTH
L46	N89°53'13"E [N89°52'44"E]R8 [N89°57'E]R7	53.39' [53.59']R8
L47	[N89°53'13"E]M&R4 [N89°52'10"E]R1 [N89°47'00"W]R8,R9 [N89°57'E]R7	392.20' [392.23]R4 [392.32']R8,R9 [392.29]R1
L48	[N14°11'05"W]M&R1 [N14°15'07"W]R4 [N14°14'37"W]R8,R9	[51.80']M&R4 [51.64']R1,R8,R9,R10
L49	[N14°11'05"W]M&R10,R1 [N14°14'37"W]R8,R9 [N15°14'07"W]R1	[48.24']M&R4 [48.29']R8,R9 [48.47']R1,R10

LANGE STREET CL ALIGNMENT		
LINE	BEARING	LENGTH
L50	N00°29'15"E	20.06'
L51	S89°30'45"E	22.31'
L52	N00°29'15"E	20.23'
L53	S89°30'45"E	117.47'
L54	N00°29'15"E	20.06'
L55	N00°29'15"E	9.94'
L56	S89°30'45"E	215.60'
L57	N00°29'15"E	30.00'
L58	N00°29'15"E	20.23'

LOW WATER LINE TABLE			
LINE	BEARING		LENGTH
L1	S14°38'02"E	[S13°57'16"E]R6	48.64'
L2	S18°06'09"W	[S18°47'01"W]R6	[79.35']M&R6
L3	S14°15'27"W	[S14°56'35"W]R6	[60.16']M&R6
L4	S08°38'14"W	[S09°18'54"W]R6	64.35' [64.36']R6
L5	S26°21'38"W	[S27°02'52"W]R6	[88.05']M&R6
L6	S09°23'45"W	[S10°04'17"W]R6	41.95' [41.94']R6
L7	S12°14'36"W	[S12°55'26"W]R6	70.41' [70.42']R6
L8	S11°33'28"W	[S12°14'17"W]R6	[88.49']M&R6
L9	S03°01'00"W	[S03°42'02"W]R6	[87.43']M&R6
L10	S18°31'34"E	[S17°50'34"E]R6	[67.49']M&R6
L11	S25°15'43"E	[S24°34'56"E]R6	[71.40']M&R6
L12	S23°44'08"E	[S23°03'15"E]R6	27.64'

BASIS OF BEARINGS:

NORTH 14°11'05" WEST BETWEEN FOUND MONUMENTS ON THE WEST SIDE OF LAKESHORE BLVD. AS SHOWN ON BOOK 82, RECORD OF SURVEY AT PAGE 25, LAKE COUNTY RECORDS.



LEGEND:

- ■ FOUND 1/2" REBAR NO TAG, PER R1 & R8
- ▲ MONUMENTS FOUND AS NOTED
- ● SET 1/2" REBAR WITH CAP LS 8383
- [ ] RECORD DATA
- SFNF SEARCHED FOR NOT FOUND
- OR OFFICIAL RECORDS
- [M&R] MEASURED DATA SAME AS RECORD DATA
- ——x——x——x—— INDICATES EXISTING WOOD FENCE
- INDICATES EXISTING CURB AND GUTTER
- INDICATES FLOOD ZONE DESIGNATION LINE

REFERENCES:

R1 RECORD DATA PER 82 R/S 25, LAKE COUNTY RECORDS
R2 RECORD DATA PER BK. 771, PG. 117, LAKE COUNTY RECORDS
R3 RECORD DATA PER DOCUMENT NUMBER 2021020743, LAKE COUNTY RECORDS
R4 RECORD DATA PER 93 R/S 11, LAKE COUNTY RECORDS
R5 RECORD DATA PER 1 T/M 23, LAKE COUNTY RECORDS
R6 RECORD DATA PER SHEET NO. 7 OF STATE LANDS COMMISION SURVEY OF LOW LINE DATED NOV. 1967, LAKE COUNTY RECORDS
R7 RECORD DATA PER 3 T/M 62, LAKE COUNTY RECORDS
R8 RECORD DATA PER 41 R/S 45, LAKE COUNTY RECORDS
R9 RECORD DATA PER 43 R/S 2, LAKE COUNTY RECORDS
R10 RECORD DATA PER 81 R/S 5, LAKE COUNTY RECORDS
R11 RECORD DATA PER 92 R/S 30, LAKE COUNTY RECORDS

NOTES:

1) DUE TO THE GROSS MISCLOSURES IN THE EXCEPTION DESCRIPTIONS FOR THIS TRACT BEING IN EXCESS OF 15 FEET, THE HISTORICAL FENCE IS ACCEPTED AS THE BEST EVIDENCE OF THE ORIGINAL LOCATION OF THE EAST BOUNDARY LINE OF THE LAKEPORT UNIFIED SCHOOL DISTRICT TRACT AT THE TIME OF THE ORIGINAL CONVEYANCE.
2) THE NORTH LINE OF LANGE STREET WAS ESTABLISHED BY HOLDING 30 FEET OFFSET NORTH THEREOF AND PARALELL TO THE BEST FIT CENTERLINE ALIGNMENT BETWEEN THE EXISTING CURB AND GUTTER ON THE NORTH AND SOUTH SIDES OF LANGE STREET. 30 FEET BEING HALF WIDTH OF THE 60 FEET RECORD WIDTH OF LANGE STREET PER R5. OFFSET WIDTHS SHOWN HEREON ARE FROM TOP FACE OF CURB
3) THE LOW WATER LINE AS DEPICTED HEREON WAS CALCULATED BY THE COORDINATES AS SHOWN ON SHEET NUMBER 7 OF THAT SURVEY BY THE STATE LANDS COMMISSION, DATED NOV. 1967. UTILIZING THE MONUMENTS NOTED AS 2W11 AND 2W12 AND BEING OF RECORD PER 82 R/S 25.
4) THE FLOOD ZONE DESIGNATION LINE DEPICTED HEREON IS SHOWN FOR REFERENCE PURPOSES ONLY, IT WAS NOT ESTABLISHED BY SURVEY AND NOT TO BE USED TO LOCATE THE LINE. ZONE DESIGNATION IS PER FEMA NFIP COMMUNITY #065038, MAP/PANEL #06033C0491D, EFFECTIVE DATE 09/30/2005.
5) ACCESS TO THE LAKE IS AVAILABLE WITHIN 300 FEET TO THE SOUTH ALONG LAKESHORE DRIVE WALKING PATH AS WELL AS 0.5 MILES NORTH AT THE CRYSTAL LAKE WAY BOAT RAMP, NO PUBLIC ACCESS IS NEEDED FOR THIS PARCEL MAP.
6) THE LAKEBED ENCROACHMENT LEASE AREA AS DESCRIBED IN DOCUMENT NUMBERS 1991010956, 1996019964, 1996019965, 1996019966, 1996019967, 1996019968 & 1997011541, LAKE COUNTY RECORDS, LIE WITHIN THE SUBMERGED LANDS OF CLEAR LAKE LYING LAKEWARD AND ADJACENT TO PARCEL 2 AS SHOWN HEREON. THE WESTERLY LIMITS ARE CONTINUOUSLY VARYING BY LAKE LEVEL.

DRAFT

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

BOUNDARY SHEET

PARCEL MAP

PM _____

BEING A DIVISION OF THE LANDS OF LAKEPORT BOAT RENTALS, INC. AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 2021020743, LAKE COUNTY RECORDS, LYING WITHIN SECTION 13, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B&M.

4 LOTS 6.68 ACRES APN 026-031-290

CITY OF LAKEPORT LAKE COUNTY CALIFORNIA

Conser Land Surveying
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LAKEPORT, CALIFORNIA 95453
PHONE (707) 263-5512
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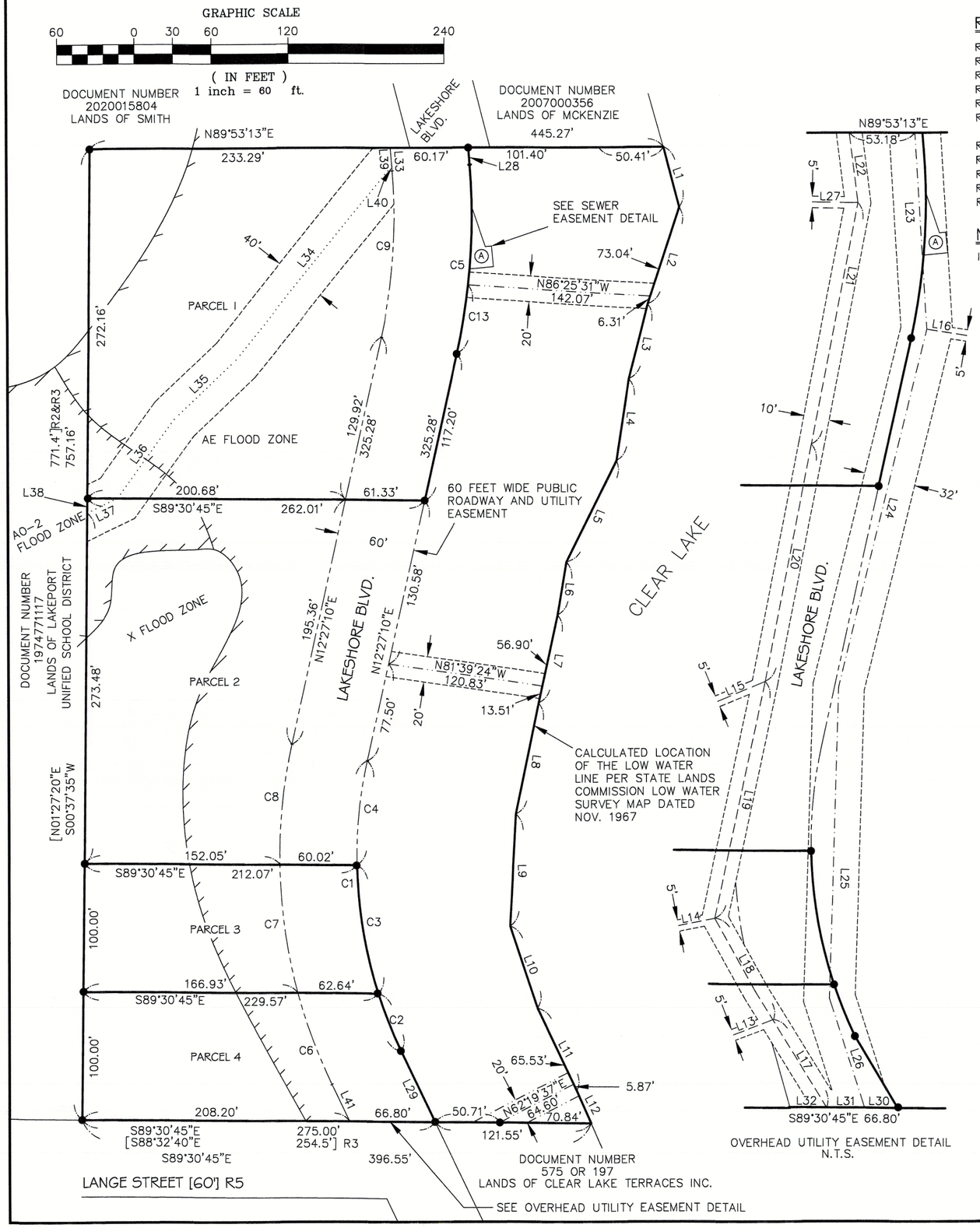
JOB NO.	22-44
ACAD FILE	22-44-PM
DESIGNED	C3
CAD BY	C3
CHECKED	C1
DATE	3-11-25
SHEET NO.	2 OF 3 SHEETS



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R9 RECORD DATA PER 43 R/S 2, LAKE COUNTY RECORDS
R10 RECORD DATA PER 81 R/S 5, LAKE COUNTY RECORDS
R11 RECORD DATA PER 92 R/S 30, LAKE COUNTY RECORDS

LEGEND:

● SET 1/2" REBAR LS 8383
[ ] RECORD DATA
(A) DENOTES SEWER UTILITY EASEMENT
—·—·—·— INDICATES CENTERLINE OF 20 FEET WIDE PUBLIC DRAINAGE EASEMENT
– – – – – INDICATES CENTERLINE OF 10 FEET WIDE PUBLIC OVERHEAD UTILITY EASEMENT
—·—·—·— INDICATES CENTERLINE OF 32 FEET WIDE OVERHEAD PUBLIC UTILITY EASEMENT
..... INDICATES CENTERLINE OF 40 FEET WIDE PUBLIC STORMDRAIN EASEMENT
---------- INDICATES LIMITS OF PUBLIC EASEMENTS SHOWN HEREON.

NOTE:

1) THE LAKEBED ENCROACHMENT LEASE AREA AS DESCRIBED IN DOCUMENT NUMBERS 1991010956, 1996019964, 1996019965, 1996019966, 1996019967, 1996019968 & 1997011541, LAKE COUNTY RECORDS, LIE WITHIN THE SUBMERGED LANDS OF CLEAR LAKE LYING LAKEWARD AND ADJACENT TO PARCEL 2 AS SHOWN HEREON. THE WESTERLY LIMITS ARE CONTINUOUSLY VARYING BY LAKE LEVEL.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	232.35'	350.00'	38°02'11"
C2	48.54'	350.00'	07°56'48"
C3	101.84'	350.00'	16°40'15"
C4	81.97'	350.00'	13°25'08"
C5	147.99'	500.00'	16°57'32"
C6	76.36'	410.00'	10°40'16"
C7	101.32'	410.00'	14°09'33"
C8	94.50'	410.00'	13°12'23"
C9	130.24'	440.00'	16°57'32"

LINE TABLE		
LINE	BEARING	LENGTH
L28	N04°30'22"W	13.45'
L29	N25°35'01"W	61.29'
L30	S89°30'45"E	2.77'
L31	S89°30'45"E	53.86'
L32	S89°30'45"E	10.17'
L33	N04°30'22"W	18.06'
L38	S00°37'35"W	11.52'
L39	N04°30'22"W	14.07'
L40	N04°30'22"W	3.99'
L41	S25°35'01"E	31.94'

NORTH

40 FEET WIDE STORM DRAIN EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L34	S38°44'40"W	193.77'
L35	S46°12'03"W	66.83'
L36	S35°48'27"W	75.70'
L37	S64°27'33"W	26.26'

5 FEET WIDE GUY ANCHOR EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L13	S70°27'57"W	19.12'
L14	S78°57'36"W	18.60'
L15	S67°14'08"W	9.60'
L16	S80°31'31"E	17.49'
L27	S87°34'06"E	16.49'

PUBLIC SEWER EASEMENT LINE & CURVE TABLE			
LINE	BEARING		LENGTH
L42	N84°21'50"E		18.73'
L43	N05°38'10"W		16.17'
L44	S84°21'50"W		4.76'
L45	N18°43'13"W		32.93'
CURVE	LENGTH	RADIUS	DELTA
C10	32.92'	500.00'	03°46'20"
C11	48.70'	500.00'	05°34'51"
C12	12.45'	500.00'	01°25'36"
C13	53.92'	500.00'	06°10'45"

LOW WATER LINE TABLE			
LINE	BEARING		LENGTH
L1	S14°38'02"E	[S13°57'16"E]R6	48.64'
L2	S18°06'09"W	[S18°47'01"W]R6	[79.35']M&R6
L3	S14°15'27"W	[S14°56'35"W]R6	[60.16']M&R6
L4	S08°38'14"W	[S09°18'54"W]R6	64.35' [64.36']R6
L5	S26°21'38"W	[S27°02'52"W]R6	[88.05']M&R6
L6	S09°23'45"W	[S10°04'17"W]R6	41.95' [41.94']R6
L7	S12°14'36"W	[S12°55'26"W]R6	70.41' [70.42']R6
L8	S11°33'28"W	[S12°14'17"W]R6	[88.49']M&R6
L9	S03°01'00"W	[S03°42'02"W]R6	[87.43']M&R6
L10	S18°31'34"E	[S17°50'34"E]R6	[67.49']M&R6
L11	S25°15'43"E	[S24°34'56"E]R6	[71.40']M&R6
L12	S23°44'08"E	[S23°03'15"E]R6	27.64'

OVERHEAD UTIL. EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L17	N27°43'33"W	76.75'
L18	N28°40'07"W	90.72'
L19	N12°05'28"E	189.12'
L20	N11°05'51"E	188.18'
L21	N10°59'50"E	191.73'
L22	N09°11'48"W	54.80'
L23	S03°19'45"E	152.72'
L24	S13°51'55"W	287.59'
L25	S01°45'28"W	242.83'
L26	S27°04'11"E	96.14'

SUBDIVISION SHEET

PARCEL ACREAGE TABLE		
PARCEL	NET	GROSS
1	1.41	1.79
2	3.40	3.80±
3	0.36	0.50
4	0.42	0.57

DRAFT

PARCEL MAP

PM _____

BEING A DIVISION OF THE LANDS OF LAKEPORT BOAT RENTALS, INC. AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 2021020743, LAKE COUNTY RECORDS, LYING WITHIN SECTION 13, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B&M.

4 LOTS 6.68 ACRES APN 026-031-290

CITY OF LAKEPORT LAKE COUNTY CALIFORNIA

Conser Land Surveying
650 SOUTH MAIN STREET
LAKEPORT, CALIFORNIA 95453
PHONE (707) 263-5512
FAX (707) 263-0455

JOB NO.	22-44
ACAD FILE	22-44-PM
DESIGNED	C3
CAD BY	C3
CHECKED	C1
DATE	3-11-25
SHEET NO.	3 OF 3 SHEETS

RSA+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + | SERVING CALIFORNIA SINCE 1980 | 1515 FOURTH STREET NAPA, CALIFORNIA 94559 | FAX | 707 | 252.4966 | OFFICE | 707 | 252.3301

707 | 252.3301 | RSAcivil.com

CHRISTOPHER M. TIBBITS, PE, LS
PRESIDENT + PRINCIPAL
cTibbits@RSAcivil.com

JEREMY SILL, PE
VICE PRESIDENT + PRINCIPAL
jSill@RSAcivil.com

PAUL WARNOCK, PE
VICE PRESIDENT + PRINCIPAL
pWarnock@RSAcivil.com

RSAcivil.com

#5736
November 5, 2026

City of Lakeport
Attn: Victor Fernandez, Planning Services Manager
225 Park Street
Lakeport, CA 95453

RE: Disney's Boat Rental Parcel Map – Confirmation of Completed Review
2200 Lakeshore Blvd (APN 026-031-290); City Application Number: 2023-06

Dear Victor,

This letter serves to confirm that we have completed our review of the final parcel map for Disney's Boat Rentals as requested. All identified comments and corrections have been addressed, and we confirm that the project complies with all relevant codes and requirements.

Please feel free to reach out to us at (707) 252-3301 or at ctibbits@rsacivil.com should you need any additional information or documentation.

Sincerely,

Christopher M. Tibbits (Nov 5, 2026 16:50:38 PST)

Christopher M. Tibbits, PE, LS
President + Principal
RCE 59361 / PLS 8585

SB/sb



2026-11-05 City - Review Completion Ltr

Final Audit Report 2026-11-06

Created:	2026-11-05
By:	Sarah Brown (sbrown@rsacivil.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8D3wyrsx5WrZG4n52TS_9PygyCEKd-m1

"2026-11-05 City - Review Completion Ltr" History

Document created by Sarah Brown (sbrown@rsacivil.com)
2026-11-05 - 7:32:04 PM GMT

Document emailed to Christopher M. Tibbits (ctibbits@rsacivil.com) for signature
2026-11-05 - 7:32:19 PM GMT

Email viewed by Christopher M. Tibbits (ctibbits@rsacivil.com)
2026-11-06 - 0:50:15 AM GMT

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Signature Date: 2026-11-06 - 0:50:38 AM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.
2026-11-06 - 0:50:38 AM GMT

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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: Periodic Traffic Safety Update	**MEETING DATE:** 12/01/2026
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 discuss and review observed trends in received traffic safety related complaints to the City of Lakeport.

BACKGROUND/DISCUSSION:

City staff has formally tracked traffic safety complaints since 2015 and continues to provide periodic updates to the City Council to monitor trends, identify emerging concerns, and guide future policy and capital improvement decisions.

Since the previous update, Public Works has continued implementing traffic safety improvements consistent with the City's Vision Zero framework, adopted May 5, 2026, and the recommendations of the updated Local Road Safety Plan (LRSP).

Significant activities during this reporting period include implementation and evaluation of the 11th Street and Forbes Street all-way stop pilot, completion of additional pedestrian and accessibility improvements, continued sidewalk assessments and maintenance, and submission of two Highway Safety Improvement Program (HSIP) grant applications.

Traffic Accident Data Review

Statewide Integrated Traffic Records System (SWITRS): The California Highway Patrol's SWITRS database records reported traffic collisions, including location, severity and contributing factors. Staff reviewed 65 collisions recorded within Lakeport Police Department jurisdiction from 2020 through 2025.

Eleventh Street accounted for 19 collisions (29 percent), including seven at Forbes Street, the highest count at any single intersection. The corridor also recorded two collisions each at Brush Street, High Street, Mellor Drive and Highway 29.

Main Street accounted for 22 collisions (34 percent), distributed across more locations. North Main Street and Clearlake Avenue had three. Second, Fourth, Sixth and Ninth Streets each had two, as did South Main Street near Royale Avenue. Other locations along North and South Main Street each had one.

Lakeport Police Department Calls for Service: The Police Department reviewed collision-related calls for service from January 1, 2024, through November 15, 2026. The review captures many minor incidents that do not appear in SWITRS. The two sources cover different date ranges and reporting criteria, and some incidents appear in both.

Annual counts were similar across the review period, with 126 collisions in 2024, 114 in 2025 and 118 in 2026 through November 15. Approximately 40 percent occurred on private property, seven were reported on school property, and approximately 80 percent occurred during daylight hours.

The five locations with the most reported collisions, in descending order, were the Safeway parking lot, Eleventh Street and Forbes Street, the Grocery Outlet parking lot, the McDonald's parking lot, and South Main Street and Lakeport Boulevard.

Main Street intersection counts included Third Street (5), Second Street (5), Eleventh Street (4), Fourth Street (3), and South Main Street and Lakeport Boulevard (3). The distribution of collisions along Main Street and the repeat locations downtown support a corridor-level review focused on the Central Business District.

Recent Traffic Safety Complaints and Response Actions

Staff evaluates reported concerns using collision history, engineering standards, roadway conditions and available resources to determine whether maintenance, monitoring, traffic control changes or a capital project is appropriate.

- *Lakeshore Boulevard (June 17, 2026)***:** A resident reported recurring parking conflicts, including boat trailers extending into the bicycle lane and occasionally the traveled roadway, vehicles blocking the bicycle lane, and parking near a fire hydrant. The complainant also expressed concern about limited visibility near a roadway curve and requested consideration of additional bicycle lane markings, signage, and parking restrictions.
- *Charlie Jolin Way (June 22, 2026)***:** A resident reported continued speeding and vehicle activity described as racing along Charlie Jolin Way, despite previous efforts to address the concern.
- *Anastasia Drive (August 12, 2026)***:** An additional complaint was received regarding deteriorating pavement conditions on Anastasia Drive, including potholes, loose gravel, dust, uneven surfaces, and associated pedestrian and vehicle safety concerns. This follows concerns previously presented to the City Council regarding the condition of this residential roadway. Anastasia Drive remains identified in the City's long-term Capital Improvement Plan, with rehabilitation dependent on available funding.
- *South Main Street and First Street (October 22, 2026):* A downtown business owner reported a pedestrian collision involving a child and expressed concerns about vehicle speeds and pedestrian safety at the intersection. The complainant requested consideration of additional stop control to improve safety, particularly given the number of children frequenting nearby businesses.
- *11th Street and Brush Street (November 10, 2026):* A complaint was received regarding vegetation obstructing visibility of a rectangular rapid flashing beacon (RRFB) sign. Public Works responded and removed the obstructing vegetation the same day the complaint was received.

The complaints call for different responses. At 11th and Brush, crews restored visibility through routine maintenance. At Anastasia Drive, pavement rehabilitation remains a capital funding issue. The Lakeshore Boulevard complaint raises parking and bike lane visibility concerns, while the Charlie Jolin Way complaint identifies an ongoing speeding concern for follow-up as resources allow. Given the collision patterns along Main Street and the pedestrian safety concerns reported at First Street, a corridor-wide review focused on the Central Business District may be warranted. If directed by Council, staff would evaluate pedestrian visibility, vehicle speeds and the request for additional stop control as part of the proposed Main Street review.

Upcoming Projects and Initiatives

Eleventh Street and Forbes Street All-Way Stop: The historical collision rate at the intersection was approximately three times the statewide average, with right-of-way violations the primary pattern. At Council's direction, Public Works installed temporary all-way stop control on August 19, 2026. During school and commuter traffic periods, queues generally cleared in under a minute, with no sustained backups reaching Main Street. Public feedback was generally favorable and cited lower vehicle speeds and improved opportunities to cross or turn onto Eleventh Street.

Staff documented four collisions during the pre-pilot evaluation period and one minor collision after installation. The short observation period limits conclusions about the long-term effect on collisions. On October 20, 2026, Council directed staff to proceed with permanent all-way stop control. The City's HSIP application includes permanent stop control, enhanced pavement markings and marked crossings on all four approaches.

School Area Pedestrian Improvements: In summer 2026, the City, Blue Zones and project partners completed pedestrian improvements at Lange and Giselman Streets near Lakeport Unified School District facilities. The work included ADA-compliant curb ramps and restriping, including crosswalks on a heavily used school access route.

Sidewalk Inventory and Maintenance: Public Works used Vialytics to document the condition of 216 sidewalk segments, identify 211 sidewalk gaps and identify 128 locations lacking ADA-compliant corners or curb ramps. Crews completed 289 maintenance work orders from June 2025 through October 2026, including 75 sidewalk-related orders. Staff uses the inventory to prioritize maintenance and future projects.

Lakeport Boulevard Improvements – Phase 1: Phase 1 extends generally from Forbes Street to Larrecou Lane. It includes pavement reconstruction, missing sidewalk segments on the north side, ADA-compliant ramps and an enhanced midblock crossing with rectangular rapid flashing beacons (RRFBs) and a pedestrian refuge island. The project complements the recently completed courthouse crossing at Larrecou Lane and approximately 340 feet of new sidewalk between Larrecou Lane and Vista Point Center.

The project includes approximately $894,000 in Regional Transportation Improvement Program construction funding and $426,000 in local funding. Staff is reviewing the consultant's responses to Caltrans comments and minor design revisions before resubmittal for consideration at the California Transportation Commission's January 2027 meeting. Construction is anticipated in spring 2027, subject to funding authorization and completion of remaining requirements.

10th Street Drainage and Sidewalk Improvements: Installation of a drainage culvert between Tunis and Brush Streets is scheduled for spring 2027. The drainage work will allow the City to add approximately 200 feet of sidewalk and close a gap along the corridor.

Highway Safety Improvement Program – Cycle 13: The City submitted an HSIP Cycle 13 application covering Eleventh Street from Pool Street to Main Street and Tenth Street from Tunis Street to Main Street. In addition to permanent improvements at Eleventh and Forbes, the application proposes enhanced crosswalk markings, edge and centerline striping, and other pedestrian and bicycle safety improvements identified through the Local Road Safety Plan.

Highway Safety Improvement Program – Pedestrian Crossing Set-Aside: A separate HSIP application proposes realigning the crosswalk at Seventh Street and North Main Street with the Xabatin Community Park entrance, adding a refuge island and installing upgraded RRFBs with crossing illumination. The City would relocate the existing beacon equipment to the crossing near the south entrance to Shoreline Shopping Center on South Main Street and upgrade the pavement markings there.

Traffic Enforcement and Staffing Constraints

The Police Department's current staffing shortage will substantially limit proactive traffic enforcement. Officers are prioritizing emergency (Priority 1) calls for service, so routine traffic stops and speed trailer deployments will be infrequent and will occur as staffing and call volume permit.

Potential Pilot Project and Areas for Further Study

During its October 20, 2026 discussion of permanent all-way stop control at Eleventh and Forbes Streets, the City Council discussed returning at a future meeting to consider other potential pilot projects. Based on the collision patterns in both data sources, staff believes Main Street, with a focus on the Central Business District, is the most worthwhile area for further study.

If directed by Council, staff can analyze potential traffic safety improvements along the corridor, including pedestrian crossing visibility and vehicle speeds, and return to Council with findings and potential measures for a pilot project.

OPTIONS:

1. Receive and file the update.
2. Receive and file the update and consider providing direction to staff to evaluate potential traffic safety improvements for a Main Street pilot project with a focused emphasis on the Central Business District.
3. Receive and file the update and provide alternative direction regarding areas for further study.
4. Take no action and/or provide additional direction to staff as desired.

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**:** Future improvements remain dependent on available funding and grant opportunities.

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 and file the periodic traffic safety update.

CITY OF LAKEPORT

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

STAFF REPORT	
RE: 4th Quarter Update, FY 2025/26	**MEETING DATE:** 12/01/2026
SUBMITTED BY: Danielle Dizon, Finance Director	
PURPOSE OF REPORT: ☒Information only ☐ Discussion ☐Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review and file the 4th Quarter 25/26 Financial Update.

BACKGROUND/DISCUSSION:

Financial Update

Attachment A to this staff report includes summarized unaudited financial statements for the general fund, water operating and maintenance fund, and the sewer operating and maintenance fund, which include revenue and expense activity through March 31, 2026. The format in which the statements are prepared is similar to the annual budget. The schedule includes amounts available for discretionary spending for each fund anticipated to be presented in the 2025-26 audited financial statements, in accordance with Generally Accepted Accounting Principles (GAAP), as well as the amounts of anticipated ending discretionary spending expected to be available at the 2025-26 year-end. In the enterprise funds, the term "working capital" is defined as current assets minus current liabilities. For budgeting purposes, the modified accrual method is used and this is common practice among governmental agencies. Working capital is the enterprise funds equivalent of the general funds amounts available for discretionary spending.

In accordance with GAAP, financial statements in the Annual Comprehensive Financial Report (ACFR) are presented in two distinctly different ways, (1) the governmental fund financial statements and (2) government wide and enterprise fund financial statements. Governmental fund financial statements present balances using a current financial resources measurement focus which emphasizes the current available spendable resources available for appropriation. This method of accounting is known as modified accrual. Government wide and enterprise fund financial statements are presented on a flow of economic resources measurement focus which reports all assets and liabilities whether current or long term. This method is referred to as accrual accounting and is similar to the type of presentation that is used in private industry.

Investments

According to the idle funds investment policy for the City of Lakeport, the City of Lakeport Municipal Sewer District (CLMSD) and Municipal Financing Agency of Lakeport (MFAL), quarterly updates are to be provided to the City Council for review.

This schedule provides detailed information on each individual CD as of June 30, 2026:

General Fund			Settlement	Original	Original	Estimated Current	Accrued Interest	
CD Title	Yield	FDIC #	Date	Term	Amount	Market Value	Through 06/30/26	Total
Fidelity Govt MMKT Capital	3.36%					29,415.99		29,415.99
Bank Deposit	2.00%					23,419.11		23,419.11
BNY Mellon	4.70%	05584CKE5	11/15/2027	4 Years	244,000.00	245,590.88	1,476.70	247,067.58
Capital One National	5.00%	254673Z74	11/15/2027	5 Years	243,000.00	246,742.20	1,564.52	248,306.72
Medallion Bank Utah	4.10%	58404DXY2	6/30/2028	3 Years	249,000.00	248,379.99	27.97	248,407.96
Sallie Mae	4.05%	795451DT7	11/21/2029	4 Years	245,000.00	242,902.80	1,114.58	244,017.38
Four Corners Comenity Bank	4.30%	350921AF9	7/22/2030	5 Years	217,000.00	215,376.84	230.08	215,606.92
Total					1,198,000.00	1,251,827.81	4,413.85	1,256,241.66

Wastewater			Settlement	Original	Original	Estimated Current	Accrued Interest	
CD Title	Yield	FDIC #	Date	Term	Amount	Market Value	Through 06/30/26	Total
Fidelity Govt MMKT Capital	3.36%					41,494.87		41,494.87
Bank Deposit	0.02%					15,996.12		15,996.12
BMW BK North America	4.40%	05580AZ23	4/21/2027	4 Years	244,000.00	244,563.64	2,088.37	246,652.01
Morgan Stanley	4.30%	61776NTP8	7/2/2029	4 Years	238,000.00	238,178.50	28.04	238,206.54
Customers Bank	4.15%	23204HQS0	2/7/2030	5 Years	244,000.00	242,570.16	3,994.91	246,565.07
Morgan Stanley	4.30%	61690D7G7	7/1/2030	5 Years	238,000.00	237,614.44	28.04	237,642.48
JP Morgan Chase	4.00%	46659CUT5	3/3/2031	5 Years	240,000.00	234,655.20	3,156.16	237,811.36
Total					1,204,000.00	1,255,072.93	9,295.52	1,264,368.45

This schedule provides balances and concentration percentages of the City-wide cash and investment balances as of March 31, 2026:

Investment Type	Fair Value	Concentration
Local Agency Investment Fund (LAIF)	$ 3,112,253	19.30%
Certificates of Deposit	2,520,610	15.63%
PARS Mutual Funds	1,255,597	7.78%
Demand Deposits (checking)	9,240,299	57.29%
Total Funds	$ 16,128,759	100.00%

OPTIONS:

1. Review and file the 4th Quarter Financial Update.
2. Do not review and file but provide direction to 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:

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:

Receive and file the 4th Quarter 25/26 Financial Update.

☒ **Attachments:**

1. Summarized unaudited financial statements for the general fund, water operating and maintenance fund and the sewer operating and maintenance fund.

Fiscal Year 2025-26
Fund: 110
Name: General Fund

	2025-26 Adjusted Budget	2025-26 As of June 30, 2026	Remaining $	% Collected/ Used
Revenue Sources				
Taxes	$ 5,745,400	$ 5,984,999	$ (239,599)	104%
Franchises	351,000	324,541	26,459	92%
Licenses	300	245	55	82%
Permits	142,000	208,481	(66,481)	147%
Fines, forfeitures, and penalties	8,900	9,488	(588)	107%
Use of money and property	224,000	271,602	(47,602)	121%
Income from other agencies	106,500	101,226	5,274	95%
Federal funding	1,500	1,683	(183)	112%
State funding	152,500	183,106	(30,606)	120%
Charges for service	118,500	134,180	(15,680)	113%
Other revenue	183,355	220,376	(37,021)	120%
Total revenue	7,033,955	7,439,927	(405,972)	106%
Expenditures				
Salaries and benefits	4,102,302	3,904,616	197,686	95%
Operations	2,657,621	2,388,372	269,249	90%
Capital outlay/CIP	330,614	257,476	73,138	78%
Interfund reimbursement	(5,204)	(22,353)	17,149	430%
Total expenditures	7,085,333	6,528,111	557,222	92%
Financing Sources (Uses)				
Use of fund balance	-	-		
Transfers in	45,000	38,305		
Transfers (out)	(989,853)	(924,088)		
Net sources (uses)	(944,853)	(885,783)		
Resources - Use				
Surplus (deficit)	**$ (996,231)**	**$ 26,033**		

Beginning General Fund Balance	7,691,198	7,691,198
Nonspendable	(289,481)	(289,481)
Restricted	(24,462)	(24,462)
Operating Reserve	(990,465)	(990,465)
Reserve for Economic Uncertainties	(1,320,619)	(1,320,619)
VERF	(177,735)	(177,735)
RIMF	(284,509)	(284,509)
PORF	(1,068,337)	(1,068,337)
Compensated Absences	(427,848)	(427,848)
Beginning Discretionary General Fund Balance	3,107,742	3,107,742
Inflows	7,078,955	7,478,232
Outflows	8,075,186	7,452,199
Change to fund balance	(996,231)	26,033
Anticipated Ending Discretionary General Fund Balance	$ 2,111,511	$ 3,133,775

Departmental Use	Adjusted Budget	As of June 30, 2026		
Non-Departmental	1,394,649	1,344,636	50,013	96%
Legislative	133,688	104,051	29,637	78%
Administration	458,384	428,547	29,837	93%
Economic Development	121,500	59,576	61,924	49%
City Attorney	62,354	58,513	3,841	94%
Finance and Information Technology	449,669	432,851	16,818	96%
Community Development:				
Planning	484,012	367,564	116,448	76%
Building	458,184	394,799	63,385	86%
Engineering	196,118	190,851	5,267	97%
Police	2,949,429	2,811,954	137,475	95%
Public Works:				
Administration and Compliance	140,112	143,883	(3,771)	103%
Roads and Infrastructure	640,815	596,278	44,537	93%
Parks, Buildings, and Grounds	586,272	518,696	67,576	88%
Total use	8,075,186	7,452,199	622,987	92%

Fiscal Year 2025-26
Fund: 501
Name: Water Utility M & O Fund

	2025-26 Adjusted Budget	2025-26 As of June 30, 2026	Remaining $	% Collected/ Used
Revenue Sources				
Charges for service	3,005,000	2,637,181	367,819	88%
Interfund services provided	120,000	141,175	(21,175)	118%
Total revenue	3,165,000	2,801,990	363,010	89%
Expenditures			-	
Salaries and benefits	1,432,618	1,354,670	77,948	95%
Operations	952,937	897,771	55,166	94%
Debt service	756,454	363,235	393,219	48%
Capital outlay/CIP	1,196,675	1,202,773	(6,098)	101%
Interfund reimbursement	(1,802)	(11,141)	9,339	618%
Total expenditures	4,336,882	3,807,308	529,574	88%
Financing Sources (Uses)			-	
Use of fund balance	-	-	-	
Transfers in	-	-	-	
Transfers (out)	-	-	-	
Loan/Bond Proceeds	-	-	-	
Additions to	-	-	-	
Depreciation	-		-	
Net sources (uses)	-	-	-	
Resources - Use			-	
Surplus (deficit)	**(1,171,882)**	**(1,005,318)**		

Beginning Working Capital	1,434,665	1,434,665
Inflows	3,165,000	2,801,990
Outflows	4,336,882	3,807,308
Change to fund balance	(1,171,882)	(1,005,318)
Anticipated Ending Working Capital	$ 262,783	$ 429,347

Departmental Use	Adjusted Budget	As of June 30, 2026		
Non-Departmental	890,652	486,116	404,536	55%
Legislative	19,200	19,580	(380)	102%
Administration	145,052	141,423	3,629	97%
City Attorney	46,000	48,016	(2,016)	104%
Finance and Information Technology	357,185	323,597	33,588	91%
Community Development:			-	
Planning	27,900	25,532	2,368	92%
Building	40,715	34,924	5,791	86%
Engineering	81,000	84,065	(3,065)	104%
Public Works:			-	
Administration and Compliance	216,871	197,520	19,351	91%
Water O&M	2,512,307	2,446,535	65,772	97%
Total use	4,336,882	3,807,308	529,574	88%

Fiscal Year 2025-26
Fund: 601
Name: Sewer Utility M & O Fund

	2025-26 Adjusted Budget	2025-26 As of June 30, 2026	Remaining $	% Collected/ Used
Revenue Sources				
Taxes	$ 55,050	$ 100,442	$ (45,392)	182%
Use of money and property	62,500	78,191	(15,691)	125%
Charges for service	3,250,000	3,139,239	110,761	97%
Interfund services provided	18,000	25,573	(7,573)	142%
Total revenue	3,385,550	3,343,446	42,104	99%
Expenditures				
Salaries and benefits	1,434,872	1,372,209	62,663	96%
Operations	1,524,476	1,450,674	73,802	95%
Debt service	695,674	198,352	497,322	29%
Capital outlay/CIP	1,177,139	1,048,664	128,475	89%
Interfund reimbursement	(1,802)	(11,141)	9,339	618%
Total expenditures	4,830,359	4,058,758	771,601	84%
Financing Sources (Uses)				
Net sources (uses)	-	-		
Resources - Use				
Surplus (deficit)	**(1,444,809)**	**(715,312)**		

Audited Beginning Working Capital	1,243,816	1,243,816
Inflows	3,385,550	3,343,446
Outflows	4,830,359	4,058,758
Change to fund balance	(1,444,809)	(715,312)
Anticipated Ending Working Capital	$ (200,993)	$ 528,504

Departmental Use	Adjusted Budget	As of June 30, 2026		
Non-Departmental	829,872	338,668	491,204	41%
Legislative	19,500	19,579	(79)	100%
Administration	143,774	141,318	2,456	98%
City Attorney	46,000	48,016	(2,016)	104%
Finance and Information Technology	345,085	316,570	28,515	92%
Community Development:				
Planning	27,900	25,532	2,368	92%
Building	40,715	34,923	5,792	86%
Engineering	81,000	80,223	777	99%
Public Works:				
Administration and Compliance	216,871	197,516	19,355	91%
Sewer O&M	3,079,642	2,856,413	223,229	93%
Total use	4,830,359	4,058,758	771,601	84%

CITY OF LAKEPORT

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

STAFF REPORT

RE:	Amendment No. 1 to Professional Services Agreement with Consor North America	**MEETING DATE:**	12/01/2026
SUBMITTED BY:	Paul Harris, Utilities Director		
PURPOSE OF REPORT:	☐Information only ☒ Discussion ☒Action Item		

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Approve Amendment No. 1 to the existing Professional Services Agreement with Consor North America, Inc. (Consor) and authorize the City Manager to execute it, keeping the maximum contract amount at $287,853. The amendment adds a Preliminary Engineering Report (PER) for a U.S. Department of Agriculture (USDA) Rural Development funding application.

BACKGROUND:

On March 17, 2026, the City Council authorized a $350,000 transfer from General Fund reserves for design of a municipal waterline and fire suppression system along the South Main Street / Soda Bay Road corridor. The Council also authorized the City Manager to negotiate and enter into a design agreement with Consor. The resulting Professional Services Agreement (PSA) has a maximum contract amount of $287,853. The remaining $62,147 of the original authorization was reserved for contingency and internal engineering.

The project represents a strategic, time-sensitive investment to address long-standing public safety and water reliability needs in the corridor, which is currently served by a combination of private wells and small regulated water systems and has been designated by CAL FIRE as being within a High and Very High Fire Hazard Severity Zone.

The proposed amendment authorizes a preliminary engineering report and funding application support. Construction, annexation and future service boundaries remain subject to separate decisions.

Project Context and Timing: The County of Lake Department of Public Works is advancing the South Main Street / Soda Bay Road Corridor Improvement Project. The County has recently received the release of construction funding from the California Transportation Commission (CTC), with more than $7 million in regional transportation funding allocated to the project. Current schedules anticipate undergrounding of overhead utilities during Fiscal Year 2026/27, followed by full roadway construction in Fiscal Year 2027/28. Once the

roadway is reconstructed, future excavation to install underground utilities would be highly disruptive, costly, and impractical.

The City initiated waterline design so the proposed infrastructure could be integrated into the County's construction plans. Coordinating the work preserves the opportunity to install water infrastructure before roadway reconstruction.

While the original corridor improvement concept extended from the City limits south to near the County Transfer Station and Recycling Center at 230 Soda Bay Road, current funding levels may limit construction to the vicinity of the Highway 175 junction or slightly south of that location. The proposed design effort will be structured to align with the segment ultimately constructed while maintaining flexibility for future extensions as funding allows.

Public Safety and Water Reliability Needs: The South Main Street / Soda Bay Road corridor lies within the City of Lakeport's adopted Sphere of Influence and serves a mix of commercial, industrial, and residential uses. Despite this, the area lacks municipal water service and a pressurized fire hydrant network.

The corridor has recently been classified by CAL FIRE as being within a High and Very High Fire Hazard Severity Zone. The absence of a reliable fire suppression system represents a significant public safety concern for existing development and emergency response capabilities.

In addition, several businesses in the area are regulated by the State Water Resources Control Board as non-transient non-community water systems, meaning they regularly serve at least 25 of the same individuals for six months or more per year. These systems are required to conduct ongoing water quality testing, monitoring, and reporting, often at significant cost. The Regional Water Quality Control Board has consistently expressed a preference for such systems to connect to a municipal water supply where feasible.

Many private wells in the corridor are also subject to low flow rates during drought conditions and variable water quality. Extension of municipal water service would improve reliability, reduce regulatory burdens on individual system operators, and enhance overall public health and safety.

Policy Background and Prior Annexation Efforts: In 2022, an annexation proposal for portions of South Lakeport was approved by the Local Agency Formation Commission (LAFCO) but ultimately rejected by voters within the proposed annexation area. While the annexation effort was unsuccessful, the underlying infrastructure deficiencies and public safety concerns within the corridor remain.

Staff has been evaluating revised service and annexation approaches that address water reliability and fire protection needs while accounting for community concerns raised during the 2022 effort.

Advancing waterline infrastructure at this stage preserves the City's ability to respond to public safety needs and regulatory requirements while maintaining flexibility with respect to future governance decisions.

The original design authorization supported the City Council's Fiscal Year 2025/26 goal of advancing the South Lakeport water resiliency and fire suppression project through design, regional coordination and development of funding strategies. The proposed PER advances the funding component of that effort.

DISCUSSION:

Consor has completed approximately 95% of the original scope, and approximately $116,210 remains available under the PSA. Staff proposes to use that balance to complete the remaining original work and prepare the USDA PER within the existing $287,853 contract maximum.

Lakeport Municipal Code section 3.04.090 authorizes the City to utilize sole-source purchasing if, after conducting a survey of available sources, the City determines there is only one source capable of competently and efficiently providing the required, supplies, equipment, or service. If it is determined that there is only a single source for the purchasing of a particular item or service, upon review and approval of the request by the purchasing officer and the City Manager, the contract may be awarded to the sole-source vendor without competition. In this case, the purchasing officer or authorized designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.

The original sole-source recommendation followed a survey of available sources. Consor was the County's engineer for the South Main Street / Soda Bay Road corridor project, responsible for overall corridor design and project management. The City selected Consor to coordinate the waterline and roadway designs, reduce duplication and minimize schedule and integration risks.

Consor's direct knowledge of the corridor and the waterline design allows it to reuse existing engineering work and project records in the PER. Retaining Consor for this related work supports continuity as the City completes design and pursues USDA funding.

The City is pursuing USDA Rural Development funding for two related improvements: a loop connecting existing dead-end water mains on opposite sides of Highway 29 and an approximately 5,000-foot extension of the South Main Street water main into County right-of-way. The loop would improve reliability, water quality, pressure and fire flow. The extension would make municipal water service available to approximately 22 new customers.

Under the attached October 13, 2026 scope, Consor will use existing design and environmental work, coordinate with City and USDA Rural Utilities Service staff, and prepare draft and final versions of the PER. The proposal assumes USDA will accept a streamlined PER. The report will document the need for the improvements and the proposed facilities, schedule and cost, with existing environmental documentation and City-provided financial data. City staff will submit the funding application.

CEQA:

For the original design authorization, the City, as a responsible agency, considered the Mitigated Negative Declaration, the Addendum to the Mitigated Negative Declaration and related environmental documentation prepared by the County of Lake (SCH # 2011052028), including the environmental effects analyzed in those documents. The Council determined that the actions authorized by the original resolution were within the scope of the County's environmental documentation and directed staff to file a Notice of Determination pursuant to 14 CCR § 15096(i). The original report also addressed 14 CCR § 15262 for feasibility and planning studies.

Amendment No. 1 adds preparation of a funding-related planning study for possible future actions subject to City Council approval. The City Council hereby determines that the approval of this Amendment No. 1 is within the scope of the abovementioned environmental documentation prepared by the County of Lake for the Project. The City Council hereby directs staff to file a Notice of Determination to this effect in accordance with 14 CCR § 15096(i). To the extent this approval constitutes a separate project for purposes of CEQA, it is categorically exempt from CEQA pursuant to 14 CCR § 15262 as authorizing a feasibility or planning study for possible future actions subject to City Council approval. Under § 15262, the study will consider environmental factors, including the existing environmental documentation. Any future construction approval will be subject to applicable environmental review.

Preparing the PER will allow the City to pursue USDA funding for improvements that address water supply reliability and fire protection in South Lakeport.

Staff recommends approval of Amendment No. 1.

OPTIONS:

1. Approve Amendment No. 1 to the existing Professional Services Agreement with Consor North America, Inc. (Consor) and authorize the City Manager to execute it, keeping the maximum contract amount at $287,853.
2. Direct staff to return with additional information regarding the amendment or the USDA funding application before taking action.
3. Take no action.
4. Alternatively, the City Council may provide staff with other direction regarding the proposed amendment.

FISCAL IMPACT:

☒ None ☐ $ Budgeted Item? ☒Yes ☐ No

Budget Adjustment Needed? ☐Yes ☒ No If yes, amount of appropriation increase: $0

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

The existing PSA maximum is $287,853. Approximately $116,210 remains available to finish the original scope and complete the additional USDA PER scope. Consor's estimated fee for the PER is $64,634, leaving approximately $51,576 of the contract balance for the remaining original work.

The amendment can be accommodated within previously authorized funding. No additional appropriation or fund transfer is requested. No ongoing operating impacts are associated with this action.

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 Amendment No. 1 to the Professional Services Agreement with Consor North America, Inc. for the South Lakeport Waterline Design Project, authorize the City Manager to execute the amendment to add the USDA Rural Development Preliminary Engineering Report, and retain the existing maximum contract amount of $287,853.

☒ **Attachments:**

1. Proposed Amendment No. 1 to Professional Services Agreement
2. Consor USDA Preliminary Engineering Report Scope of Work (October 13, 2026)
3. Consor Proposed Fee Estimate for USDA Preliminary Engineering Report

4. Original PSA with Consor North America

AMENDMENT No. # 1 TO PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of Lakeport and Consor North America, Inc.)

This Amendment No. #1 ("Amendment") to Professional Services Agreement for Design Professionals dated March 17, 2026 ("Agreement") is made on this 1st day of December 2026 at Lakeport, California, by and between the City of Lakeport, a municipal corporation, 225 Park Street, Lakeport, California 95453 ("City") and Consor North America, Inc, 2868 Prospect Park Drive, Suite 470, Rancho Cordova, California 95670 ("Consultant").

This Amendment modifies the original Agreement between the City and the Consultant commencing March 17, 2026 in the following fashion:

A. City and Consultant desire to amend the Agreement by modifying section 3.6 – Scope of Services of the Agreement to include such professional services as set forth in Consultant's October 13, 2026 proposal, attached hereto as Exhibit A-1 and incorporated herein by this reference.

B. City and Consultant desire to amend the Agreement by modifying section 3.2 – Approved Fee Schedule of the Agreement to include the fee structure as set forth in Consultant's October 13, 2026 fee schedule, attached hereto as Exhibit B-1 and incorporated herein by this reference.

C. Except as modified herein, the terms of that Agreement commencing March 17, 2026 shall remain in full force and effect.

[Signatures on following page]

TO EFFECTUATE THIS AMENDMENT NO. 1, the parties have caused their duly authorized representatives to execute this Amendment No. 1 as of the day and year first written above.

"City"
City of Lakeport

By: _____
Signature

"Consultant"
Consor North America, Inc.

By:_____
Signature

_

By:_____
Signature

Attest:

By: _____
Kelly Buendia, City Clerk

Date: _____

Approved as to form:

By: _____
Mackenzie Anderson, City Attorney

Date: _____

EXHIBIT A

SCOPE OF WORK FOR PREPARTION OF A PRELIMINARY ENGINEERING REPORT FOR USDA RURAL DEVELOPMENT FUNDING APPLICATION CITY OF LAKEPORT

Project Understanding and Assumptions

The City of Lakeport (City) has identified two improvements for their potable water distribution system and has combined them into one project:

1. A loop line to connect two existing dead-end water mains, one on the west side of Highway 29 and the other on the east side of Highway 29.
2. An extension of the existing City water main in South Main Street from the City limits for approximately 5,000 ft into the Lake County (County) right-of-way (ROW).

The loop line will provide a more reliable water supply and will improve water quality, system pressure and fire flow water capacity.

The extension of the water main into the County will provide potable water services to approximately 22 new customers. The properties along South Main Street include both commercial and light industrial users. At least six of these properties have on-site "transient" water systems that are currently regulated by State Water Resources Control Board – Division of Drinking Water (SWRCB-DDW).

The two segments of the water main are connected to each other north of the intersection of South Main Street and Highway 175.

The City wants to apply for funding for Rural Utilities Services (RUS) Programs, U.S. Department of Agriculture (USDA). As part of the application process, a Preliminary Engineering Report (PER) is required to be prepared and submitted. USDA Rural Development (RD) staff have provided the City with information to prepare this PER and will provide guidance to the City for submitting the application.

Scope of Services

The scope of work for the PER is as set forth in RUS Bulletin No. 1780-2. Consor North America, Inc. (Consor) will perform the scope of work as outlined in this bulletin with qualifications as noted below. It is assumed that the City can submit a Streamlined PER, without alternatives analysis, as described and listed in Appendix B of Bulletin 1780-2.

Consor anticipates the use of work products and data developed through previous efforts in the planning and design of the two water main projects to the maximum extent possible. Anticipated work is organized by major work tasks outlined as follows:

Task 1: Compilation and Review of Information

Task 2: Consultation with USDA – RUS Staff

Task 3: Prepare Preliminary Engineering Report

Task 4: Environmental Reports

Task 5: Project Management

Task 6: Optional Support Services

Task 1 – Compilation and Review of Information

Objective

Compile and review existing information relevant to the work, including the Water System Master Plan (if available), previously prepared Environmental Reports, 95% plans for the 14" Water Main Loop Project (2019), the current 12" South Main Street Water Main Extension plans, and other pertinent information as needed and provided by the City.

Activities

1.1 Compile Information

Compile existing information relevant to the work including the *Water System Master Plan (if available),* previously prepared Environmental Reports, 95% plans for the 14" Water Main Loop Project (2019), the current 12" South Main Street Water Main Extension plans, and other pertinent information as needed and provided by the City.

1.2 Review Information

The engineer will review and reconcile the information provided by the City, identifying the data needed to fulfill project requirements.

1.3Kick-off Meeting

Prepare for and conduct a project kick-off meeting with City staff and Consor team. This meeting will introduce all team members, including both City and Consor staff. This meeting should include the City's Finance Director, or delegate, who will prepare the Funding Decision Data for the PER. During the meeting attendees will confirm and coordinate tasks to be performed. A list of requested items will be prepared and provided to the City.

Task Deliverables

- Data and information from this task will be presented throughout the report documents
- Meeting notes

Meetings

- Project Kick-off meeting

Task 2 – Consultations with USDA-RUS Staff

Objective

Attend meetings, virtually with RUS staff (Bakersfield) with City staff to review the project and to obtain additional information needed to properly complete the PER.

2.1 Prepare for and meet with RUS Staff

One project status meeting at approximately 60% completion will be held with RUS staff to review project status and to address any questions or issues that may arise on the project. Virtual meetings will be held on Teams or similar platforms.

Deliverables

- Data and information from this task will be used to prepare the PER and upload the application. Information will be presented throughout the report documents.

Meetings

- Assume two meetings with RUS staff. One initial meeting and one project status meeting, held virtually.

Task 3 – Prepare Preliminary Engineering Report

Under this task, the Preliminary Engineering Report (PER) will be prepared in accordance with RUS guidance and requirements. It is assumed that a Streamlined PER, without alternatives analysis, can be submitted for this application based on the information described and listed in Appendix B of Bulletin 1780-2.

3.1 Coordinate and Prepare Preliminary Engineering Report

A PER document will be prepared in draft and final form. The PER will be organized into the following sections:

1) Executive Summary
2) Project Planning Area/Location
3) Existing Facilities
4) Need for Project
5) Proposed Project/Scope of Work

APPENDICIES

- Project maps and layout of the existing and proposed improvements
- Health & Sanitary Documentation
- Overall Project Schedule
- Engineer's Opinion of Probable Cost

- Funding Decision Data for Loan and Grant Determination (see Appendix C of Bulletin 1780-2)

Certain financial information must be included in the PER (see Appendix C of Bulletin 1780-2). It is assumed that the City Finance Department will prepare this information and provide it in a format that can be readily included in the PER, in compliance with USDA requirements. This information includes current rate schedules, annual operations and maintenance (O&M) costs, other capital improvement programs, tabulation of users by monthly usage categories, and status of existing debts and required reserve accounts. Information and sample tables can be found in the PER Guidance document provided by RD.

3.2 Quality Control Review

Consor will perform an independent quality control review of the draft PER before submittal to the City and USDA-RUS. A senior technical reviewer will check the report for technical accuracy, completeness, consistency with RUS requirements, and alignment among the narrative, figures, and supporting appendices. Review comments will be documented and resolved by the project team before each deliverable is issued.

3.3 Project Status Meetings

Prepare for and attend at least two virtual meetings with City staff during the process of preparing the PER. Meetings will be held to review the project status, technical information, and clarify details of work to date at approximately 35% and 95% completion.

3.4 Comment Review Meeting

The draft report will be submitted to the City and RUS for review and comments at 95% completion. A final report will be issued after receiving comments from the City and RUS. One virtual meeting is anticipated with RUS prior to submitting the final PER.

Deliverables

- One (1) electronic copy of the draft report will be provided to the City for review and comment, and one (1) electronic copy will be provided to RUS (Bakersfield) for review and comment.
- A revised final draft of the report will be prepared with input from City staff and RUS. One (1) electronic copy (PDF) will be provided to the City in addition to one (1) electronic copy provided (PDF)will be provided to RUS.

Meetings

- Project status meetings with City (2 meetings - 1 hour each) and RUS staff (1 meeting – 1 hour) to review staff comments on the draft report. Each meeting includes additional 2 hours of preparation time.

Task 4 – Environmental Reports

4.1 Compile and Insert Environmental Reports

Under this task, the existing Environmental Reports for each of the two projects will be inserted into an appendix in the PER.

The proposed budget for this task assumes that the previously prepared environmental reports will be sufficient to submit with this RUS application.

Deliverables

- The existing Environmental Reports will be incorporated into the Appendix of the PER for submittal.

Task 5 – Project Management

This task refers to the Consor duties for administration of the project. The Project Manager will oversee all efforts for report preparation to meet the requirements for submitting the PER with the application to USDA-RD.

5.1 Coordination with City and Management and Supervision of Staff

Project management includes regular coordination between the City, the design team, and stakeholders.

5.2 Administration of Budget and Processing Invoices

Consor project management duties include project administration, scheduling of staff, monitoring of budget and schedule, and administrative correspondence with City staff. The Project Manager will prepare monthly progress reports and cost summaries, which will be included with each invoice. For this proposal, the duration of the project is anticipated to span 4 months.

Deliverables

- Monthly invoices with progress reports and budget tracking

Meetings

- One meeting with City staff to review budget.

Task 6 – Optional Support Services

The Consor team can provide the City any support services requested by the City as additional, optional services. These services would be added to the contract by amendment. Services could include items such as additional consultations between City and RUS with respect to the financing program or discussions with RUS to determine if a more in-depth PER is required.

Project Assumptions

The following assumptions have been made:

- The City will be responsible for RDApply and getting the Level 2 eAuth Account.
- This project is eligible for submission of a Streamlined PER
- No additional environmental work is necessary. Previous environmental reports from the Soda Bay Roadway Project and supplemental work for the loop line will be copied for submittal with the Streamlined PER.
- City staff will prepare the information for the Funding Decision Data.
- This work will be contracted as an amendment to the 12-inch Diameter Water Main for South Main Street

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	$18.00/hour
GIS and Hydraulic Modeling	$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Project Schedule

The Consor project team is available to begin work immediately upon authorization. Consor anticipates providing final documents by approximately 8 weeks after notice to proceed. However, the actual project duration is dependent on the receipt of data and the availably of the City and RUS to schedule meetings.

Preliminary Engineering Report for USDA Rural Development Funding Application
City of Lakeport
PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)										
	Principal Engineer III $322 ScroggsLin	Project Manager II $249 AriasDav	Project Manager I $218 RitzEri	Professional Engineer III $211 StoitaEri	Cost Estimator III $332 GriesingerRob	Engineering Designer IX $273 EstepMat	Project Coordinator I $153 WillmanMar	Hours	Labor	Expenses	Total
Task 1 - Compilation and Review of Information											
Task 1.1 - Compile information	8	8		8				24	$ 6,258	$ -	$ 6,258
Task 1.2 - Review Information				30				30	$ 6,330	$ -	$ 6,330
Task 1.3 - Kick-off Meeting	1	1	4	4				10	$ 2,289	$ -	$ 2,289
Task 1 Subtotal	**9**	**9**	**4**	**42**	**0**	**0**	**0**	**64**	**$ 14,877**	**$ -**	**$ 14,877**
Task 2 - Consultation with USDA - RUS Staff											
Task 2.1 - Prepare for and Meet with RUS Staff	2	2	6	6				16	$ 3,719	$ -	$ 3,719
Task 2 Subtotal	**2**	**2**	**6**	**6**	**0**	**0**	**0**	**16**	**$ 3,719**	**$ -**	**$ 3,719**
Task 3 - Prepare Preliminary Engineering Report											
Task 3.1 - Coordinate and Prepare Preliminary Engineering Report	4	4	24	80	4	8	8	132	$ 29,144	$ -	$ 29,144
Task 3.2 - Quality Control Review	4	8						12	$ 3,280	$ -	$ 3,280
Task 3.3 - Project Status Meetings	1	1	3	3				8	$ 1,859	$ -	$ 1,859
Task 3.4 - Comment Review Meeting	1	1	3	3				8	$ 1,859	$ -	$ 1,859
Task 3 Subtotal	**10**	**14**	**30**	**86**	**4**	**8**	**8**	**160**	**$ 36,143**	**$ -**	**$ 36,143**
Task 4 - Environmental Reports											
Task 4.1 - Compile and Insert Environmental Reports			4	12				16	$ 3,406	$ -	$ 3,406
Task 4 Subtotal	**0**	**0**	**4**	**12**	**0**	**0**	**0**	**16**	**$ 3,406**	**$ -**	**$ 3,406**
Task 5 - Project Management											
Task 5.1 - Coordination with City and Management and Supervision of Consor staff	8		4					12	$ 3,453	$ -	$ 3,453
Task 5.2 - Administration of Budget and Processing Invoices	4		8					12	$ 3,037	$ -	$ 3,037
Task 5 Subtotal	**12**	**0**	**12**	**0**	**0**	**0**	**0**	**24**	**$ 6,489**	**$ -**	**$ 6,489**
Task 6 - Optional Support Services (not included)											
Task 6.1 -								0	$ -	$ -	$ -
Task 6.2 -								0	$ -	$ -	$ -
Task 6 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
TOTAL - ALL TASKS	***33***	***25***	***56***	***146***	***4***	***8***	***8***	***280***	***$ 64,634***	***$ -***	***$ 64,634***

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of Lakeport / *Consor North America, Inc.*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lakeport, a California municipal corporation ("City"), and Consor North America, Inc., an Oregon Corporation ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: the design and development of a new 12-inch diameter water main within South Main Street in the City of Lakeport. Services include, but are not limited to, project administration, scheduling, monitoring budgets and schedules, and the engineering design and preparation of plans necessary for the installation of the water main.

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 "Agreement Administrator": The Agreement Administrator for this project is Paul Harris/Utilities Director. 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.

3.2 "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.

3.3 "Commencement Date": March 17, 2026

3.4 "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.

3.5 "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is two-hundred and eighty-seven thousand eight hundred fifty-three dollars ($287,853.00).

3.6 "Scope of Services": Such professional services as are set forth in Consultant's March 11, 2026, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.7 "Termination Date": March 17, 2028

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.

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 with the care and skill exhibited by professionals on similar projects with similar scopes at the general time frame in the same region, 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 **Campaign Contributions**. This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred fifty dollars ($500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, Exhibit C, to City prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.

5.8 **Multi-Phased Projects**. Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant, if any, pursuant to this Agreement.

5.9 **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. Linda Scroggs 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.

5.10 **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.

5.11 **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.

5.12 **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.

5.13 **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.

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. Any reuse or modification of written materials without Consultant review and approval is at City's sole risk and without liability to 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, and Consultant's defense obligations shall be limited to reimbursement of City's reasonable defense costs to the extent of 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 indemnify, 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, subject to the limitations of CA Civil Code § 2782.8. 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: 12-Inch Diameter Water Main for South Main Street for the City of Lakeport.
- 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. Umbrella policies may be used to satisfy minimums.

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: Paul Harris, Utilities Director, 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

Paul Harris
City of Lakeport
Utilities Director
225 Park Street
Lakeport, CA 95453
Telephone: (707) 263-3578 x 402
pharris@cityoflakeport.com

If to Consultant

Linda Scroggs
Consor North America, Inc.
2868 Prospect Park Drive,
Suite 470
Rancho Cordova, CA 95670
Telephone: 916-245-9657
linda.scroggs@consoreng.com

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.13 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (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.** Subject to the Professional Standards in 5.5 of this Agreement, 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.

18.14 **Recitals**. The Recitals are incorporated by this reference.

[Signature page follows]

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: Kevin Ingram (Apr 11, 2026 09:28:39 PDT)
Signature

Printed: Kevin Ingram

Title: City Manager

Date: Apr 11, 2026

Attest:

By: Kelly Buendia (Apr 13, 2026 08:16:49 PDT)
Kelly Buendia, City Clerk

Date: Apr 13, 2026

"Consultant"
Consor North America, Inc.

By: DocuSigned by: Lael Alderman E790B59F513A417...
Lael Alderman

Printed: Lael Alderman

Title: Vice President, Water

Date: 4/6/2026 | 4:59:37 PM EDT

By: DocuSigned by: Brian M. Ginter, PE 0F0249D7E1EB4A6...
Signature

Printed: Brian M. Ginter, PE

Title: Senior Vice President

Date: 4/9/2026 | 11:57:50 AM EDT

Approved as to form:

By: Mackenzie Anderson
MacKenzie Anderson, Assistant City Attorney

Date: Apr 14, 2026

"EXHIBIT A"
SCOPE OF WORK

Design Proposal Task Descriptions
for
12-Inch Diameter Water Main for South Main Street
City of Lakeport

Approach and Work Plan

This scope of work is based on original plans & specifications prepared for the 14" Water Main Loop Project completed in 2019. The design team proposes completing the Project based on the following work plan with tasks and subtasks as provided by the City to help with tracking the budget for the project. Additional clarifications and assumptions have been added to the tasks and subtasks to help further define the scope of work.

Task 1 – Project Management and Coordination

Project Management within this task refers to the Consor duties for administration of the project. Coordination includes all efforts to coordinate the design process for the City, the design team, and stakeholders.

1.1 Project Management

Consor project management duties include project administration, scheduling of staff, monitoring of budget and schedule, and administrative correspondence with City staff. The Project Coordinator and Project Manager will prepare monthly progress reports and cost summaries, which will be included with each invoice.

- *Assume a span of 12 months for design and bidding the project and 4 months for initial Construction Services = 16 months.*
- *Assume 1 hour per month for the Water Project Manager.*
- *Assume 3 hours per month for Project Coordinator.*

1.2 Design Meetings

Design meetings are anticipated to be weekly throughout the design period to provide rapid feedback and answers to design questions to expedite the design process. Budget 12 meetings.

- *Assume 12 meetings: 11 virtual meetings and 1 in-person meeting.*
- *Assume each meeting is 1 hour.*
- *Assume each meeting includes some preparation before meeting and follow-up correspondence after each meeting: additional 1/2 hour per meeting*
- *Assume 18 hours for the Water Project Engineer.*

- *Assume as needed or 6 hours for the Water Project Manager.*

1.3 Project Meetings

The project meetings will be scheduled to provide coordination and updates with the other project stakeholders including Lake County Public Works and Lake County Special Districts. Budget 4 meetings.

- *Assume 4 meetings; 3 virtual and 1 in-person, as needed.*
- *Assume each meeting is 1 hour.*
- *Assume each meeting includes some preparation before meeting and follow-up correspondence after each meeting: additional 1 hour per meeting.*
- *Assume 8 hours per Principal Engineer.*

1.4 On-Site Meeting Costs

This item includes all related costs associated with attending in-person meetings. This item includes staff travel time but not meeting times, which are to be included in 1.1 and 1.2 above.

- *Assume 1 design meeting and 1 project meeting.*
- *Assume each meeting includes 6 hours round trip of travel time plus mileage, and lodging, as necessary.*
- *Assume 1 Roadway or Water Project Manager at each site visit.*
- *Assume 1 Water or Roadway Project Engineer at each site visit.*

Task 2 – Preliminary Design – 12-Inch Diameter Water Main with Services and Hydrants

For the original 14" Water Main Loop Project, the water main was located in the southbound lane of the roadway to align with the existing water main that dead-ends just north of the City boundary limits in South Main Street. At the City's request, the extension of the water main will now be designed as a12-inch diameter water main located in the northbound lane with adequate distance from the joint trench and sewer main. The anticipated location is approximately on the northbound lane fog line. The City is performing the preliminary design to layout the water main and services to clear conflicts with utilities and facilities both existing and already designed for the County's Soda Bay Roadway Project. The alignment will also be modified as needed to avoid conflicts with culturally sensitive areas as previously identified. The design depth for the water main and services shall be 36-inches of cover over the pipe.

The water main design also assumes replacement and lowering of the existing sanitary sewer laterals (20) to provide adequate clearance between the water main and sewer laterals. The scope of work for the design of the sewer laterals is provided in *Task 3 – Design – Sewer Laterals*.

2.1 Prepare Base Drawings

This task includes the preparation of base drawings derived from the current roadway design drawings for inclusion in the final bid package as separate Water Utility sheets. Topographic base maps with existing and proposed utilities for the Soda Bay Roadway Project will be prepared as plan and profile sheets for the design of the new alignment of the water main, services, and hydrants.

- *Assume preparation of 8 plan and profile sheets.*
- *Assume CAD time to set up each sheet is 8 hours.*

2.2 Preliminary Vertical and Horizontal Plans for Water Main

A preliminary design submittal will be delivered to the City with the new water main shown in plan and profile for acceptance of the proposed alignment. Profile includes features such as saddles under storm drains or joint trenches, and other features included on the original design. Stationing offset from new to old plans will be provided to the City for reference.

- *Assume design of water main alignment in plan and profile by the Water Project Engineer is 8 hours per sheet.*
- *Assume oversight/review by Water Project Manager is 2 hours total.*
- *Additional CAD hours to complete/clean-up design are 2 hours per sheet.*
- *Assume QC review by Senior Consor Principal Engineer for water main alignment prior to submittal to the City is 2 hours total.*

2.3 Preliminary Vertical and Horizontal Plans for Services and Hydrants

Services and hydrants were not included in the original design of the 14-inch Water Main Loop Project. After the water main alignment has been confirmed in Task 2.2, the City will provide locations for the 34 new services and 8 new fire hydrants. The water main alignment submittal plans will be marked up by the City showing location of future meter or hydrant with dimensions shown from R/W and property lines. The City will provide size and standard details for the services and hydrants.

- *Assume services are installed from the water main to a meter box with meter setter located at back of curb.*
- *Assume design of services and hydrants in plan and profile by Project Engineer is 6 hours per sheet.*
- *Assume oversight/review by Water Project Manager is 2 hours total.*
- *Assume additional CAD hours to complete/clean-up design is 1 hour per each service and hydrant.*
- *Assume QC review by Senior Consor Principal Engineer for the service and hydrant locations prior to submittal to the City at 2 hours.*

2.4 Large Water Services and Hydrant Lines Crossing Joint Trench

Large water services and hydrant line that will cross the joint trench will need special coordination with the joint trench designers. Time to coordinate plans and design solutions for these crossings will be tracked separately from other services and hydrants.

- *Assume 6 large services and hydrant crossings.*
- *Assume design by Project Engineer is 4 hours per crossing.*
- *Assume coordination with Joint Trench Project Engineer is 2 hours per crossing.*
- *Assume additional CAD hours to complete/clean-up design is 1 hour per crossing.*

Deliverables

- *Plan and profile sheets will be drawn at 1"= 20'.*
- *A preliminary submittal will be delivered to the City to confirm the vertical and horizontal alignment of the water main.*
- *After receipt of the City's marked-up plans with the location of the new services and hydrants, the plan and profile drawings will be updated and returned to the City for review.*
- *QC will be provided prior to each submittal to the City.*

Task 3 – Preliminary Design - Sewer Laterals

The base plans prepared in Task 2 will be modified to include the replacement of 20 existing sewer laterals. The City has performed field investigations and will mark up the plans with cleanout locations and connection points to the existing sewer main.

3.1 Prepare Cross Sections at Sewer Laterals

A cross section profile will be prepared at each lateral location to show other underground utilities and features. Cross sections will be included on a custom sewer detail sheet.

3.2 Preliminary Plan and Profile of Sewer Laterals

Design of sewer laterals includes abandonment of existing lateral, new cleanout and connection to existing sewer main per Special District Standards. Required clearances from the potable water main and services will be maintained.

Because the joint trench will be constructed in advance, it can be assumed that the joint trench design will accommodate sewer laterals in their existing locations and elevations.

- *Assume that sewer laterals will be added to the Utility plan and profile sheets prepared in Task 2.*

- *Assume preparation of cross sections by Roadway Project Engineer is 2 hours per section.*
- *Assume additional CAD hours to prepare 5 custom detail sheets for cross sections and complete/clean-up design are 2 hours per sheet.*
- *Assume design of sewer lateral by Project Engineer is 8 hours per plan and profile sheet.*
- *Assume oversight/review by Water Project Manager is 2 hours total.*
- *Assume QC review by Senior Consor Principal Engineer for the service and hydrant locations prior to submittal to the City is 2 hours.*

Deliverables

- *Plan and profile sheets will be drawn at 1"= 20'.*
- *The sewer and water utilities will be shown on the same plan and profile sheets (8 sheets).*
- *Assume 4 sewer lateral cross sections per sheet = 5 new custom detail sheets.*

Task 4 - Preliminary Design Reviews

This task includes coordinating all review of the preliminary design.

4.1 City Review

Provide 14 calendar days in schedule for City review. No anticipated cost to submit.

4.2 Design Review by Roadway and Joint Trench Designers

Task includes review by other design team members to identify potential conflicts with other design elements.

- *Assume Roadway Review by Roadway Project Engineer = 20 hours.*
- *Assume Joint Trench Review by Roadway Project Engineer = 20 hours.*

4.3 Lake County Public Works, Special District Reviews and Utility Companies

Coordinate reviews for design concept approval from associated agencies and affected utilities.

- *Assume Roadway Principal Engineer Coordinates with agencies = 8 hours.*
- *Assume Roadway Project Engineer Coordinates with affected utilities = 8 hours.*

4.4 Consolidate all design review comments

Consolidate all design review comments into a single document organized by station on plans, including a narrative for each item to be resolved. Provide a list for design and/or project meetings to resolve all conflicts.

- *Assume Water Project Engineer oversees and reviews all comments for distribution = 40 hours.*
- *Assume Engineering Designer prepares and updates document = 12 hours.*

Task 5 – 95% Design-Water

This task includes incorporating all of the resolved design review comments into the preliminary plans and completing the plans ready for incorporation into the larger project set but not the actual incorporation.

5.1 Incorporating Resolved Comments.

- *Assume 8 plan and profile sheets.*
- *Assume Water Project Engineer reviews and incorporates all comments: 6 hours per sheet.*
- *Assume CAD updates notes, comments, and cleanup: 6 hours per sheet.*

5.2 Prepare Detail Sheets

Incorporate City of Lakeport Standard Plans and customized details. Plan for one full sheet of custom details (primarily for crossing joint trench and box culverts), connection detail, and end/blow off detail. City standard drawings will be included on detail sheets. Any changes necessary for City of Lakeport Standard plans will be performed by the City.

- *Assume preparation of 1 custom detail sheet by Water Project Engineer is 6 hours total.*
- *Assume preparation of 1 custom detail sheet is 6 CAD hours.*
- *Assume preparation of 2 standard detail sheets is 4 CAD hours.*
- *Assume QC review by Senior Consor Principal Engineer prior to submittal to the City is 2 hours.*

Task 6 – 95% Design – Sewer Laterals

This task includes incorporating all of the resolved design review comments into the preliminary plans and completing the plans ready for incorporation into the larger project set but not the actual incorporation. The existing sewer laterals will have minimal changes in replacement. The City will resolve any conflicts during Task 3.

6.1 Incorporating resolved comments

- *Assume 8 plan and profile sheets and 5 section sheets.*
- *Assume Water Project Engineer reviews and incorporates all comments: 1.5 hours per plan and profile sheet.*
- *Assume CAD updates notes, comments, and cleanup: 4 hours per sheet.*

6.2 Prepare Detail Sheets

Incorporate City of Lakeport Standard Plans and customized details. Plan for 1/4 sheet of custom details (primarily for crossing joint trench). Any changes necessary for City of Lakeport Standard plans will be performed by the City.

- *Assume that sewer custom details will be added to the lateral cross sections sheets that were prepared in Task 2.*

- *Assume preparation of cross sections by Roadway Project Engineer is included in Task 2.*
- *Assume design modifications of sewer lateral by Water Project Engineer is 4 hours.*
- *Assume additional CAD hours to complete/clean-up design and incorporate on previously prepared detail sheets are 4 hours total.*
- *Assume preparation of 1 sewer standard detail sheet is 3 CAD hours.*
- *Assume QC review by Senior Consor Principal Engineer for the service and hydrant locations prior to submittal to the City is 2 hours.*

Task 7 - 95% Design Reviews

This task includes coordinating all review of the 95% design. This includes providing a detailed description of resolved conflicts with specific references to plan changes with indicated locations. Organize this list by commenting organization/agency. City to provide a template for preferred comment log. Consor can provide, if requested.

7.1 City Review

Provide 14 calendar days in schedule for City review. No anticipated cost to submit.

7.2 Design Review by Roadway and Joint Trench Designers

Task includes review by other design team members to ensure that all previous comments have been addressed.

- *Assume Roadway Review by Roadway Project Engineer = 15 hours.*
- *Assume Joint Trench Review by Roadway Project Engineer = 15 hours.*

7.3 Lake County Public Works, Special District Reviews, and Utility Companies

Task includes review using the resolved conflict list for each agency to assure that they are in agreement with implementation/solutions provided.

- *Assume Roadway Principal Engineer Coordinates with agencies = 8 hours.*
- *Assume Roadway Project Engineer Coordinates with affected utilities = 4hours.*

7.4 Consolidate Design Reviews Comments

All design review comments will be consolidated into a single document, or comment log. This will Identify any outstanding unresolved issues.

- *Assume Water Project Engineer oversees and reviews all comments for incorporation into the Comment Log for tracking = 8 hours.*
- *Assume Water Engineering Designer prepares and updates document = 8 hours.*

7.5 Coordinate Meeting(s)

Coordinate meeting(s) with each agency to solve any outstanding issues.

- *Assume Roadway Project Manager coordinates any meetings with agencies and stakeholders = 8 hours.*
- *Assume Water Project Engineer assists in coordination/communication = 4 hours.*

Task 8 – 100% Design Review

This task includes finalization of the water and sewer lateral plans, review of the City prepared technical specifications, and estimating quantities based on City provided bid items.

8.1 Finalize Plans

Based on Task 7 above, incorporate all comments and provide City with final plans to prepare quantity estimates based on City prepared bid items.

- *Assume Water Project Engineer = 8 hours.*
- *Assume CAD = 8 hours.*
- *Assume Water Engineering Designer = 8 hours.*

8.2 City Prepared Bid Item Descriptions

Review City prepared bid item descriptions and prepare detailed quantity estimates based on the bid item descriptions. Provide City with sample format for Caltrans Bid Items to reduce review time and formatting.

- *Assume Water Project Engineer = 12 hours total.*
- *Assume Project Coordinator = 2 hours total.*
- *Assume Water Project Manager = 2 hours total.*

8.3 City Provided Technical Specifications

Review City provided technical specifications. Provide the City with sample water and sewer technical specifications in Caltrans format to reduce review time and formatting. Front-end specifications are part of County's scope of work and will not be included in this scope of work.

- *Assume combined water and sewer technical specifications in Microsoft Word document for tracking changes.*
- *Assume Water Project Engineer provides technical review = 12 hours total.*
- *Assume Project Coordinator provides editing and formatting = 2 hours total.*
- *Assume Water Project Manager = 2 hours total.*

8.4 Revise Drawings

Drawings will be revised and updated to incorporate any items discovered in the above process. Anticipate 2 cycles to complete, with minor comments on each cycle.

- *Assume a total of 18 water and sewer sheets*
  Assume Water Project Engineer = 4 hours per cycle1, 2 hours per cycle 2
- *Assume CAD time for updates = 4 hours per cycle 1, 4 hours per cycle 2*
- *Assume Water Engineering Designer = 6 hours per cycle 1, 2 hours per cycle 2*

8.5 Review Finalized Items

Review finalized bid items, bid item descriptions and technical specifications.

- *Assume Water Project Engineer = 2 hours total.*

Task 9 – Incorporation into Roadway Package

This item includes incorporating the water and sewer plan sheets into the full set of construction documents. This will require modification of the Title Sheet, Table of Contents, Sheet Numbering, review and incorporation of General Notes, and other legends, abbreviations, and symbols on General Sheets.

Water and sewer bid items shall be incorporated into the Project bid schedule and bid item descriptions. Technical specifications shall be formatted and incorporated into the Project bid package.

- *Assume Water Project Engineer = 8 hours total.*
- *Assume Roadway/Joint Trench Project Engineer = 40 hours total.*
- *Assume CAD = 8 hours total.*
- *Assume Project Coordinator = 16 hours total.*

Task 10 – Bid Support

This item includes providing bid support in the form of answering contractor questions during the bid period and preparing and drawing modifications needed therefore. It is assumed that the City will respond to the majority of the questions regarding the water and sewer design.

- *Assume response to 5 requests for clarifications.*
  - *Assume 2 hours each request for a Water Project Engineer.*
  - *Assume 1 hour each request for a Water Project Manager.*
- *Assume assistance in preparation of 1 Addendum.*
  - *Assume 5 hours total for a Water Project Engineer.*
  - *Assume 4 hours total for Project Coordinator.*
- *Assume preparation of Record Drawings.*

- *Assume 8 hours total for a Project Engineer.*
- *Assume 12 hours total for CAD.*

Task 11 – Construction Support

This item includes providing support during construction to address and resolve construction related issues. It is assumed that the City will review and respond to the majority of the submittals for water and sewer design items. Our water and sewer design staff will assist, as requested.

- *Assume review and respond to no more than 10 submittals.*
  - *Assume 2 hours each submittal by the Project Engineer.*

- *Assume assistance with review and response to no more than five (5) requests for information/clarification*
  - *Assume 2 hours per request for a Project Engineer.*
  - *Assume Water Project Manager = 2 hours total.*
  - *Assume Engineering Designer = 4 hours total.*

It is estimated that the plan sheets will include the following:

- *Abbreviation, Symbols, and Legend (1/2)*
- *General Notes (1/2)*
- *Standard Details (3) (1 sewer; 2 water)*
- *Sewer Lateral Cross Section Sheets (5)*
- *Pipeline Custom Details (1)*
- *Potable Water Main Plan and Profile (8)*
- *TOTAL = 18*

All improvement plans will be prepared to a scale of 1"= 20'.

"EXHIBIT B"

APPROVED FEE SCHEDULE

12-Inch Diameter Water Main for South Main Street
City of Lakeport
PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)											
	Principal Engineer III $322 SchoppaLin	Principal Engineer III $322 SanchezMic	Project Manager II $249 ArtisDev	Engineering Designer IX $273 EstepMat	Engineering Designer IV $212 BemisNat	Project Coordinator IV $204 RiosEri	Principal Engineer VI $384 HickeyMat	Hours	Labor	Expenses	Total
Task 1 - Project Management and Coordination											
Task 1.1 - Project Management	16					48		64	$ 14,936	$ -	$ 14,936
Task 1.2 - Design Meetings	6		18					24	$ 6,414	$ -	$ 6,414
Task 1.3 - Project Meetings	8	8						16	$ 5,158	$ -	$ 5,158
Task 1.4 - On-site Meeting Costs	6	6	12					24	$ 6,855	$ 2,500	$ 9,355
Task 1 Subtotal	**36**	**14**	**30**	**0**	**0**	**48**	**0**	**128**	**$ 33,363**	**$ 2,500**	**$ 35,863**
Task 2 - Preliminary Design - 12" Water Main with Services and Hydrants											
Task 2.1 - Prepare Base Drawings				64				64	$ 17,472	$ -	$ 17,472
Task 2.2 - Preliminary Plans and Profiles for Water Main	2		64	16			2	84	$ 21,708	$ -	$ 21,708
Task 2.3 - Preliminary Plans and Profiles for Services and Hydrants	2		48	42			2	94	$ 24,824	$ -	$ 24,824
Task 2.4 - Large Water Services and Hydrant Lines Crossing Joint Trench			24	6	12			42	$ 10,154	$ -	$ 10,154
Task 2 Subtotal	**4**	**0**	**136**	**128**	**12**	**0**	**4**	**284**	**$ 74,158**	**$ -**	**$ 74,158**
Task 3 - Preliminary Design - Sewer Laterals											
Task 3.1 - Prepare Cross Sections at Sewer Laterals				5	40			45	$ 9,845	$ -	$ 9,845
Task 3.2 - Preliminary Plans and Profiles of Sewer Laterals	2		64	5			2	73	$ 18,705	$ -	$ 18,705
Task 3 Subtotal	**2**	**0**	**64**	**10**	**40**	**0**	**2**	**118**	**$ 28,550**	**$ -**	**$ 28,550**
Task 4 - Preliminary Design Reviews											
Task 4.1 - City Review								0	$ -	$ -	$ -
Task 4.2 - Review by Roadway and Joint Trench Designers					40			40	$ 8,480	$ -	$ 8,480
Task 4.3 - Review by Lake Co. Special District, Utility Companies		8			8			16	$ 4,295	$ -	$ 4,295
Task 4.4 - Consolidate All Review Comments			40		12			52	$ 12,498	$ -	$ 12,498
Task 4 Subtotal	**0**	**8**	**40**	**0**	**60**	**0**	**0**	**108**	**$ 25,333**	**$ -**	**$ 25,333**
Task 5 - 95% Design - Water											
Task 5.1 - Incorporate Resolved Comments			48	48				96	$ 23,049	$ -	$ 23,049
Task 5.2 - Prepare Detail Drawing Sheets			6	10			2	18	$ 4,991	$ -	$ 4,991
Task 5 Subtotal	**0**	**0**	**54**	**58**	**0**	**0**	**2**	**114**	**$ 30,040**	**$ -**	**$ 30,040**
Task 6 - 95% Design - Sewer Laterals											
Task 6.1 - Incorporate Resolved Comments			12	52				64	$ 17,182	$ -	$ 17,182
Task 6.2 - Prepare Detail Sheets			4	7			2	13	$ 3,675	$ -	$ 3,675
Task 6 Subtotal	**0**	**0**	**16**	**59**	**0**	**0**	**2**	**77**	**$ 20,857**	**$ -**	**$ 20,857**
Task 7 - 95% Design Reviews											
Task 7.1 - City Review								0	$ -	$ -	$ -
Task 7.2 - Review by Roadway and Joint Trench Designers					30			30	$ 6,360	$ -	$ 6,360
Task 7.3 - Review by Lake Co. Special District, Utility Companies		8			4			12	$ 3,427	$ -	$ 3,427
Task 7.4 - Consolidate All Review Comments			8		8			16	$ 3,687	$ -	$ 3,687
Task 7.5 - Coordinate Meetings with Each Agency		8	4					12	$ 3,575	$ -	$ 3,575
Task 7 Subtotal	**0**	**16**	**12**	**0**	**42**	**0**	**0**	**70**	**$ 17,048**	**$ -**	**$ 17,048**
Task 8 - 100% Design											
Task 8.1 - Finalize Plans			8	8	8			24	$ 5,871	$ -	$ 5,871
Task 8.2 - Review City Prepared Bid Items	2		12			2		16	$ 4,038	$ -	$ 4,038
Task 8.3 - Review City Provided Technical Specifications	2		12			2		16	$ 4,038	$ -	$ 4,038
Task 8.4 - Revise Drawings			6	8	8			22	$ 5,373	$ -	$ 5,373
Task 8.5 - Review Finalized Bid Items, Descriptions, and Technical Specs			2					2	$ 498	$ -	$ 498
Task 8 Subtotal	**4**	**0**	**40**	**16**	**16**	**4**	**0**	**80**	**$ 19,818**	**$ -**	**$ 19,818**
Task 9 - Incorporate Water Main into Roadway Package											
Task 9.1 - Incorporate Water Main into Roadway Package			8	8	40	16		72	$ 15,914	$ -	$ 15,914
Task 9 Subtotal	**0**	**0**	**8**	**8**	**40**	**16**	**0**	**72**	**$ 15,914**	**$ -**	**$ 15,914**
Task 10 - Bid Support											
Task 10.1 - Bid Support	5		23	12		4		44	$ 11,426	$ -	$ 11,426
Task 10 Subtotal	**5**	**0**	**23**	**12**	**0**	**4**	**0**	**44**	**$ 11,426**	**$ -**	**$ 11,426**
Task 11 - Construction Support											
Task 11.1 - Construction Support	2		30			4		36	$ 8,925	$ -	$ 8,925
Task 11 Subtotal	**2**	**0**	**30**	**0**	**0**	**4**	**0**	**36**	**$ 8,925**	**$ -**	**$ 8,925**
TOTAL - ALL TASKS	***53***	***38***	***453***	***391***	***210***	***76***	***10***	***1131***	***$ 285,353***	***$ 2,500***	***$ 287,853***

"EXHIBIT C"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

N/A

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than $500 from any party,[1] financially interested participant,[2] or agent[3] while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than $500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than $500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember of commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than $500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding.
[2] "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.
[3] "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than $500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:
- ☐ License
- ☐ Lease
- ☐ Permit
- ☐ Franchise
- ☐ Other Contract
- ☐ Other Entitlement

Name and address of any party, participant, or agent who has contributed more than $500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount $ _____

Date _____ Amount $ _____

Date _____ Amount $ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____

W253770CA 00_City of Lakeport CA_Draft Agreement_03-24-2026 (2)

Final Audit Report 2026-04-14

Created:	2026-04-09
By:	Olivia Grupp (ogrupp@cityoflakeport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABtlWa988958-TxT7F6N498nCh06ZXlDa

"W253770CA 00_City of Lakeport CA_Draft Agreement_03-24-2026 (2)" History

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