



AGENDA

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

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

Tuesday, May 16, 2023 6:00p.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. <https://zoom.us/j/97368201787?pwd=a2NvVnN6MEFjQ2Exc2pTZkpIdU1sQT09>

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>

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, May 16, 2023.**

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.

The City of Lakeport thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.



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Tuesday, May 16, 2023, 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 minutes of the City Council regular meeting of May 2, 2023.
 - C. Application 2023-014: Approve application 2023-014, with staff recommendations, for the 2023 Sponsoring Survivorship Walk/Run.
 - D. Meeting Cancellation: Authorize the cancellation of the regular meeting of July 4, 2023.
 - E. Community Development Quarterly Report: Receive and file the 3rd quarter report from the Community Development Department.
- V. **PUBLIC PRESENTATIONS/REQUESTS:**

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.

 - A. Public Input:
 - B. Proclamation: Present a proclamation designating May 5-20, 2023, Police Week.
 - C. Proclamation: Present a proclamation designating May 20-26, 2023, Safe Boating Week.
 - D. Proclamation: Present a proclamation honoring the 50 Year Anniversary of Mendocino College.
 - E. Proclamation: Present a proclamation designating May 2023 as California Tourism Month.
 - F. Proclamation: Present a proclamation designating May 2023 as Building Safety Month.
 - G. Presentation: Present certification of police canine and handler.
 - H. Presentation: Receive a presentation on the Pavement Management Program.
- VI. **COUNCIL BUSINESS:**

- A. Public Works Director
 - 1. Contract Award: Award a construction contract to Square Signs LLC dba Front Signs for the HSIP Sign Repair and Replacement Project and authorize the City Manager to execute the construction contract for the bid amount.
 - 2. SB1 Projects: Adopt the proposed resolution approving the City of Lakeport SB 1 Project List for fiscal year 2023-24 and direct staff to submit to the California Transportation Commission.
- B. Chief Building Official
 - 1. Civic Engagement Weed Abatement: Receive a presentation on the Weed Abatement Program.

VII. CITY COUNCIL COMMUNICATIONS:

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

XIII. ADJOURNMENT:

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

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

Hilary Britton, Deputy City Clerk



MINUTES

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

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

Tuesday, May 2, 2023, 5:30 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.

CLOSED SESSION:

Mayor Mattina called the meeting to order at 5:30 p.m.

Mayor Mattina adjourned to Closed Session at 5:30 p.m., to discuss:

1. Conference with Legal Counsel; Anticipated Litigation (Gov. Code § 54956.9(d)(2) & (d)(3))

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is significant exposure to litigation against the City.

Receipt of Claim pursuant to Tort Claims Act or other written communication threatening litigation (copy available for public inspection in Clerk's office). (Gov. Code § 54956.9(e)(3))

Name of Person or Entity Threatening Litigation: Jonathan Ohlen

Report Out of Closed Session:

Mayor Mattina advised there was no reportable action out of Closed Session.

I. CALL TO ORDER & ROLL CALL:

Mayor Mattina called the meeting to order at 6:00 p.m. with Council Members Costa, Disney, Froio, Parlet and Mayor Mattina present.

II. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Val Schweifler.

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS:

A motion was made by Council Member Froio, seconded by Council Member Parlet, and unanimously carried by voice vote 5-0-0-0 to accept agenda as posted.

IV.

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

A. Ordinances:

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

B. Minutes:

Approve minutes of the City Council regular meeting of April 18, 2023.

C. Application 2023-013:

Approve application 2023-013, with staff recommendations, for the 2023 Walk for Life.

D. Measure Z Advisory Committee (MZAC):

Receive and file the draft minutes of the April 19, 2023, MZAC meeting.

E. Illegal Fireworks Operations Plan:

Receive and file the Illegal Fireworks Operations Plan.

Vote on Consent Agenda:

A motion was made by Council Member Parlet, seconded by Council Member Froio, and unanimously carried by voice vote 5-0-0-0 to approve the Consent Agenda, items A-E.

V. PUBLIC PRESENTATIONS/REQUESTS:

- A. Public Input: There was no public input.
- B. Proclamation: Mayor Mattina presented a proclamation designating May 1-7, 2023, as Youth Week in the City of Lakeport. Patty Powell & Val Schweifler spoke of the fundraising projects the Elks.
- C. Presentation: Supervisor Sabatier gave the annual update for the Public, Educational, & Governmental (PEG) Channel for FY2022-23.
- D. Presentation: John Tomlinson from Mendocino College gave an update and overview of the Shakespeare at the Lake event. This year's play will be Measure for Measure and will be performed in Library Park on July 29 – 30, 2023.

VI. COUNCIL BUSINESS:

- A. City Manager
 - 1. Legislative Policy Update: The staff report was presented by City Manager Ingram. A motion was made by Council Member Disney, seconded by Council Member Costa, and unanimously carried by voice vote 5-0-0-0 to adopt the proposed resolution revising the City of Lakeport Legislative Policy to include reference to the League of California Cities 2023 state and federal advocacy priorities.
- B. Assistant City Manager
 - 1. Software Purchase: The staff report was presented by Assistant City Manager Walker. A motion was made by Council Member Parlet, seconded by Council Member Froio, and unanimously carried by voice vote 5-0-0-0 to authorize the City Manager to execute a services agreement with OpenGov for permitting, licensing and procurement software.
- C. Public Works Director
 - 1. Contract Amendment: The staff report was presented by Public Works Director Ladd. A motion was made by Council Member Froio, seconded by Council Member Costa, and unanimously carried by voice vote 5-0-0-0 to authorize the City Manager to execute amendment #1 to the professional services agreement (PSA) with WMH.

VII. CITY COUNCIL COMMUNICATIONS:

- A. Travel, Calendar, and Miscellaneous Reports, if any:
 - City Attorney Ruderman had no report.
 - City Manager Ingram reported that there will be a concert at the school tomorrow.
 - Police Chief Rasmussen reported that the mutual aid agreement between the LPD and CPD will be reactivated through the end of the fiscal year.
 - Utilities Director Harris had no report.
 - Public Works Director Ladd had no report.
 - Assistant City Manager Walker had no report.
 - Council Member Disney attended the Lake County Recreation Agency board meeting last Thursday.
 - Council Member Froio had no report.
 - Council Member Parlet had no report.
 - Council Member Costa had no report.
 - Mayor Mattina had no report.

XIII. ADJOURNMENT:

Mayor Mattina adjourned the meeting at 7:23 p.m.

Attest:

Stacey Mattina, Mayor

Hilary Britton, Deputy City Clerk



225 Park Street
Lakeport, CA 95453

CITY OF LAKEPORT

Please Note:
Bounce Houses and Waterslides are prohibited

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

APPLICATION FOR USE OF PUBLIC AREAS

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

This section to be completed by City:

Application Received (Date): 05/02/2023	Application No. 2023-014
<input checked="" type="checkbox"/> \$15.00 Application Fee Paid	For Council Meeting of (Date): 05/16/2023

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

Applicant Name: Julie Kelley		Organization Name: Sponsoring Sumorship	
Address: PO Box 1234 Lakeport CA 95453		Address: PO Box 1924 Lakeport CA 95453	
Home Phone: 707-972-0286	Work Phone: 707-972-0286	Mobile Phone: 707-972-0286	
Email Address: Kelleyssports@aol.com			
Other Contact: Brandi Cabbage		Phone for Other Contact: 432-614-7707	
Organization is: <input checked="" type="checkbox"/> Nonprofit Organization <input type="checkbox"/> For Profit Organization			

Name of Event: Sponsoring Sumorship		
Description of Event: Local non profit group comes together for an annual walk/run the First Saturday in October for men/women locally in their battle against breast cancer 5k walk		
Specific Location of Event (Map Must be Attached): request Silveria Community Center 5k run 10 Run.		
Does this use involve public right of way, streets, or sidewalk? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate specific location:		
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences: The course is marked clear it starts at the Community Center and goes out to the Elk Club and back. There are two shorter routes. see map?		
Date(s) of Event: 10/7/23	Total Number of Days: 1	Set Up Time: 6am Time of Event: 8:00am Tear Down Time: 11am

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

Will any vendors be present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Will any food booths be present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> We provide free	
Requirements: <input type="checkbox"/> Electricity (cannot be guaranteed by City) <input type="checkbox"/> Barricades <input type="checkbox"/> Street/Sidewalk Closures <input type="checkbox"/> No irrigation in park prior to event <input type="checkbox"/> Other (please specify): N/A		Specific City Staff Needs: <input checked="" type="checkbox"/> Police - if they would like to escort 1st runner <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Other (please specify): Fire truck to start Run.	
Coordination of these requirements must be made through the Public Works Department: (707) 263-0751		The City reserves the right to bill applicant for related City costs.	

Insurance Information: **Philadelphia Insurance Company**

Specify Insurance Company:

Policy Number: **1901867**

Expiration Date: **10/8/2023**

Limits of Coverage: **3,000,000**

INSURANCE CERTIFICATE REQUIRED

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

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

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

HOLD HARMLESS AGREEMENT

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

Signature of Applicant

Responsible Official of Applicant Organization

Dated:

4-27-23

STAFF RESPONSE

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

Staff Name:

Department:

☐ No Fiscal Impact

☐ Fiscal Impact

(Describe/Include Estimated Costs)

☐ Police

☐ Public Works

☐ Parks

☐ Other (please specify):

The following will be Required:

☐ Business License

☐ Health Department Permit

☐ ABC License

☐ Other (Specify):

Staff Comments:

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

Considered at Council Meeting (Date):

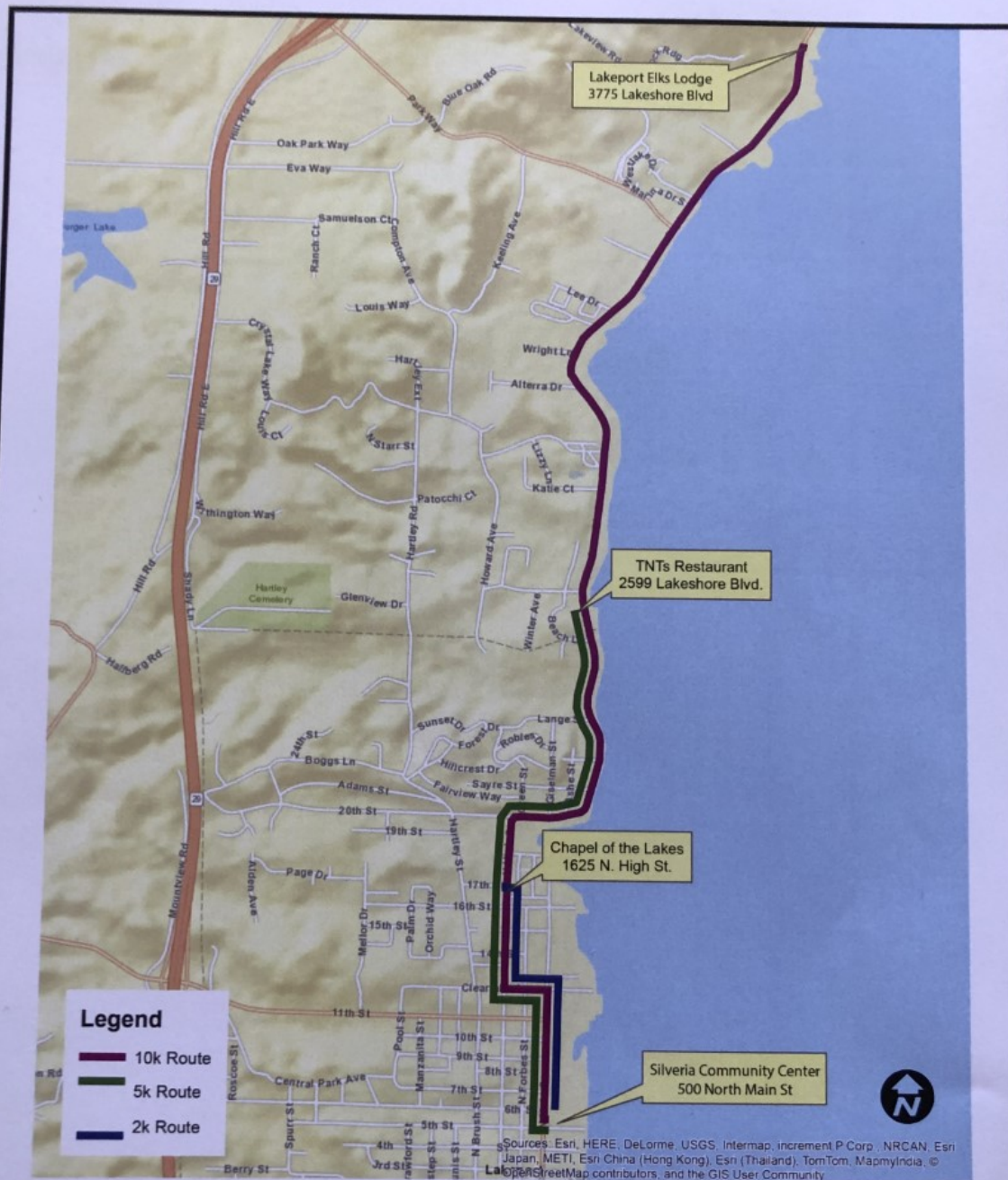
☐ Application Approved

☐ Application Denied

☐ Application Approved With Conditions (See Below)

Conditions of Approval:

☐ Attachments (specify):



2 k to Chapel of the Lakes and Back (1 Mile)

5 k to TNT's on the Lake and Back (3 Miles)

10k to Lakeport Elks Lodge and back (6 miles.)

Start @ Silveria Community Center go on Main turn left onto Clearlake Ave., make a right on to High Street, which turns into Lakeshore Blvd. and follow out to the Lakeport Elks Lodge. Return by the same Route back.

Sent from my iPhone

FW: Application 2023-014 - Sponsoring Survivorship

Lake County Sheriff - Records <records@lakecountyca.gov>

Thu 5/4/2023 2:45 PM

To: Hilary Britton <hbritton@cityoflakeport.com>

Please see below.

**LCSO Records**

Lake County Sheriff's Office
1220 Martin St.
Lakeport, CA 95453
(707)262-4200

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

From: Richard Ward <Richard.Ward@lakecountyca.gov>
Sent: Thursday, May 4, 2023 2:42 PM
To: Lake County Sheriff - Records <records@lakecountyca.gov>
Subject: RE: Application 2023-014 - Sponsoring Survivorship

No concerns from the Sheriff's Office.

Lieutenant Rich Ward

Lake County Sheriff's Office
1220 Martin St.
P.O. Box 489
Lakeport, Ca. 95453

(707) 262-4081 Desk
(707) 262-4220 Fax
(707) 262-4200 Administration
richard.ward@lakecountyca.gov
www.lakesheriff.com



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From: Lake County Sheriff - Records <records@lakecountyca.gov>
Sent: Thursday, May 4, 2023 2:24 PM
To: Richard Ward <Richard.Ward@lakecountyca.gov>
Subject: FW: Application 2023-014 - Sponsoring Survivorship

Any comments or concerns?



LCSO Records

Lake County Sheriff's Office
1220 Martin St.
Lakeport, CA 95453
(707)262-4200

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From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Thursday, May 4, 2023 2:23 PM
To: Dean Eichelmann <Dean.Eichelmann@lakecountyca.gov>; Gary McFarland <gdm@paratransit.net>; Jim Kennedy <jkennedy@cityoflakeport.com>; Johnnie Lindsey <jjl@paratransit.net>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>
Subject: [EXTERNAL] Application 2023-014 - Sponsoring Survivorship

Hi all,

Please find attached application 2023-014 for the Sponsoring Survivorship Walk/Run for your review and comments.

We would like to submit this for City Council approval at the 05/16/2023 Council meeting, so please have your comments back to me by 05/11/2023.

Thank you for your input!

Hilary Britton

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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

*For Public Records Act requests, please visit our [online public records request system](#)



RE: Application 2023-014 - Sponsoring Survivorship

Lori Price <Lori.Price@lakecountyca.gov>

Thu 5/4/2023 2:30 PM

To: Hilary Britton <hbritton@cityoflakeport.com>

Hi Hilary,

This activity will require a County Property Usage Permit since the 10K route does impact County roadway. As of yet, I have not received an application from Sponsoring Survivorship for this year's event, however, I have worked with Mrs. Kelley on their past events, and she usually applies for her County permit in August.

Sincerely,

Lori Price
Staff Services Analyst
Lake County Department of Public Works
255 N. Forbes Street, Rm 309
Lakeport, CA 95453
(707) 263-2341
Lori.price@lakecountyca.gov

From: Hilary Britton <hbritton@cityoflakeport.com>

Sent: Thursday, May 4, 2023 2:23 PM

To: Dean Eichelmann <Dean.Eichelmann@lakecountyca.gov>; Gary McFarland <gdm@paratransit.net>; Jim Kennedy <jkennedy@cityoflakeport.com>; Johnnie Lindsey <jjl@paratransit.net>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmos@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>

Subject: [EXTERNAL] Application 2023-014 - Sponsoring Survivorship

Hi all,

Please find attached application 2023-014 for the Sponsoring Survivorship Walk/Run for your review and comments.

We would like to submit this for City Council approval at the 05/16/2023 Council meeting, so please have your comments back to me by 05/11/2023.

Thank you for your input!

Hilary Britton

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street



CITY OF LAKEPORT

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

STAFF REPORT

RE: Cancel Meeting of July 4, 2023

MEETING DATE: 05/16/2023

SUBMITTED BY: Kevin M. Ingram, City Manager

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

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

The City Council is being asked to approve the cancellation of the regular meeting scheduled for July 4, 2023

BACKGROUND:

The Council meets regularly on the first and third Tuesday of each month.

DISCUSSION:

On occasion, the City Council will take a holiday from its regular meeting when that meeting falls on or near a holiday. This year, the Independence Day Holiday (the Fourth of July) falls on a Tuesday, with government offices closed on that date, in observance of the holiday. Currently there are no urgent pending agenda items for the July 4, 2023, meeting. Should an urgent item arise, a special meeting could be called the week beginning June 26 or the week beginning July 10.

OPTIONS:

Authorize cancellation of the July 4, 2023, Council meeting or do not authorize the cancellation.

FISCAL IMPACT:

☒ None ☐ \$ ☐ Account Number: Comments:

SUGGESTED MOTIONS:

Move to authorize the cancellation of the regular meeting of July 4, 2023.

☐ Attachments:



CITY OF LAKEPORT

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

STAFF REPORT

RE: Community Development Quarterly Report

MEETING DATE: 5/16/2023

SUBMITTED BY: Bethany Moss, Chief Building Official

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to receive and file the Community Development Department quarterly report for the 3rd quarter of FY 2022-23.

DISCUSSION: The Community Development Department Activity Report presented herein to the City Council covers the Third Quarter of Fiscal Year 2022-23: January, February, and March. The four main categories include planning applications, building permits, code enforcement and Abandoned Vehicle Abatement (AVA) reporting.

Similarly, as in years past, the Third Quarter typically has a decrease in construction activity and in complaints filed due to the Winter season, however, many current code enforcement cases have utilized a greater amount of Staff time due to the severity of the violations/life safety issues – many being weather related.

RECOMMENDATION: Informational purposes only

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

- ☒ **Attachments:**
1. Planning Applications
 2. Building Permits
 3. Code Enforcement
 4. Abandoned Vehicle Abatement Reporting



City of Lakeport

225 PARK STREET – LAKEPORT CA 95453

PLANNING APPLICATIONS

This report summarizes the various Land Use Applications that were processed by the Community Development Department, Planning Division the 3rd quarter of the 2022-23 Fiscal Year.

Application Number	Project Type	APN	Project Description	Project Location	Received	Completed
2022-35	AR	026-161-20	JZP Enterprises – Car Wash	1801 N. Main Street	✓	✓
2023-01	TPM	005-030-51	Division of existing parcel into four (4) parcels.	1310 Craig Avenue	✓	
2023-02	UP	026-031-11	Short-term rental	2432 Lakeshore Blvd	✓	✓
2023-03	UP	025-231-02	Short-term rental	825 N. Forbes Street	✓	✓
2023-04	UP	026-031-30	Modification to RV Park	2301 Beach Ln	✓	
2023-05	ZP	026-291-02	Outdoor Event – Car Show	1120 N. Main Street	✓	✓
2023-06	ZP	025-501-16	Outdoor Event – Car Show	460 S. Main Street	✓	✓
2023-07	HO	026-412-01	Yoshi's Green – Home Occupation	835 Anastasia Dr	✓	✓
2023-08	FS	005-045-40	Tractor Supply – Freestanding Sign	2019 S. Main Street	✓	
2023-09	TPM	026-031-29	Division of existing parcel into four (4) parcels.	2200 Lakeshore Blvd	✓	

2023-10	UP	005-049-13	Commercial Cannabis Application	215 Peckham Ct	✓	
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*Project Types listed below

AR – Architectural and Design Review

CE – Categorical Exemption

ER – Environmental Review

HO – Home Occupations

GPA – General Plan Amendment

S – Tentative Subdivision Map

TPM – Tentative Parcel Map

SD – Shoreline Development Permit

Text Amend – Text Amendment

UP – Use Permit

VM – Voluntary Parcel Merger

ZC – Zone Change

ZP – Zoning Permit

FS – Freestanding Sign



City of Lakeport

225 PARK STREET – LAKEPORT CA 95453

Fiscal Year 2022-23 3rd Quarter Building Permit Statistics

The following statistics reflect the results of all building permits issued and receiving a final inspection from January 1, 2023 to March 31, 2023:

46 Permits - Issued. Total Fees: \$17,609.89 Total Valuation: \$841,941.75

49 Permits - Final. Total Fees: \$42,418.72 Total Valuation: \$828,220.67

Total Building Inspections Conducted: 292

January:

Building Inspections Conducted: 106

Building Permits Issued: 13

- Issued Permits, Total Valuation of Work: \$ 172,118.90
- Issued Permits, Total Fees Paid to City: \$ 3,692.49

February:

Building Inspections Conducted: 108

Building Permits Issued: 17

- Issued Permits, Total Valuation of Work: \$290,580.85
- Issued Permits, Total Fees Paid to City: \$ 6,047.21

March:

Building Inspections Conducted: 87

Building Permit Issued: 16

- Issued Permits, Total Valuation of Work: \$379,242.00
- Issued Permits, Total Fees Paid to City: \$7,870.19



City of Lakeport

225 PARK STREET – LAKEPORT CA 95453

Fiscal Year 2022-23 3rd Quarter Code Enforcement Statistics

The following statistics reflect the results of all code enforcement complaints submitted January 1, 2023 to March 31, 2023, in conjunction with proactive code enforcement efforts.

Total Code Enforcement Inspections Conducted: 72

Total Citations Issued: 0

The following is a breakdown of the types of complaint and/or proactive inspections:

- AVA – 14
- Trash/Junk/Debris - 10
- Overgrown Vegetation - 14
- Unpermitted Structures - 5
- Vehicle/RV Storage - 3
- Fence - 2
- Stormwater – 5
- Substandard Housing – 6
- Stop Work Order – 7
- Business Operations - 6

January:

- Code Enforcement Inspections Conducted: 24

February:

- Code Enforcement Inspections Conducted: 28

March:

- Code Enforcement Inspections Conducted: 20



City of Lakeport

225 PARK STREET – LAKEPORT CA 95453

Fiscal Year 2022-23 3rd Quarter - AVA QUARTERLY STATISTICS

Third Quarter

Vehicles Tagged:	14	Vehicles GOA:	8
Vehicles City Abated:	11	Reimbursed:	3
		Dismantled:	3

<u>Description</u>	<u>Qty</u>	<u>Cost Per</u>	<u>Total</u>
Total Vehicles GOA	11		
Total Vehicles Abated via AVA	3	\$3400.00	\$ 3400.00
Total Vehicles Dismantled	0		
Total Reimbursements	3		
TOTAL INVOICED:			\$ 3400.00

Proclamation

OF THE CITY COUNCIL OF THE CITY OF LAKEPORT

To recognize National Police Week 2023 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Lakeport Police Department; and

WHEREAS, since the first recorded death in 1786, more than 23,785 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers killed in 2022, and 332 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35th Annual Candlelight Vigil, on the evening of May 13, 2023; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 9-20; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Lakeport does hereby designate May 9-20, 2023, as

National Police Week

in the City of Lakeport, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 16th day of May 2023.

STACEY MATTINA, Mayor

Proclamation

DESIGNATING THE WEEK OF MAY 20-26, 2023, AS NATIONAL SAFE BOATING WEEK IN LAKEPORT

WHEREAS, National Safe Boating Week is observed to bring attention to important life- saving information for recreational boaters so that they can have a safer, more enjoyable experience out on the water throughout the year; and

WHEREAS, in the calendar year of 2021, U.S. Coast Guard statistics reveal that recreational boating fatalities decreased by 14 percent from the previous year. Of the 658 people who died in fatal boating-related accidents in the United States; 489 of these fatalities were due to drowning and 399 of these boaters would be alive today had they worn their life jackets; and

WHEREAS, Lake County Flotilla has continued to provide free life jackets to youngsters by participating in community activities which promote child safety and educating the boating public in safe boating practices; and

WHEREAS, the Flotilla is now in partnership with the Clear Lake State Park as ambassadors of boating and marine safety; and

WHEREAS, Flotilla 08-08 of Lake County will continue its efforts to educate the boating public by resuming safety patrols, free vessel safety checks, and encourage boaters to practice safe boating habits and to wear your life jackets.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Lakeport does hereby designate the week of May 20th through May 26th, 2023 as

National Safe Boating Week

in the City of Lakeport, and urges all users of Clear Lake, Lake Pillsbury, Blue Lakes, and Indian Valley Reservoir to safeguard their lives by wearing life jackets when boating, exercising safe boating practices, and

BOAT RESPONSIBLY ~ WEAR YOUR LIFE JACKET

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 16th day of May 2023.

STACEY MATTINA, Mayor

Proclamation

RECOGNIZING MENDOCINO COLLEGE ON ITS 50TH ANNIVERSARY

WHEREAS, Mendocino College was formed in September 1972 by a vote of the citizens of Anderson Valley, Laytonville, Potter Valley, Round Valley, Ukiah, and Willits Unified School Districts with classes first held at Oak Manor Elementary School in Ukiah; and

WHEREAS, Mendocino College is one of two public institutions of higher education in Lake County; and

WHEREAS, Mendocino College began offering classes in September 1973 at the Redwood Empire Fairgrounds with over 1,000 students enrolled; and

WHEREAS, the District expanded to include the Lake County Districts of Upper Lake, Kelseyville, and Lakeport by a vote of the citizens on November 5, 1974; and

WHEREAS, in 1984 the Mendocino College Foundation was established to assist students with scholarships and book vouchers; and

WHEREAS, in 2006 Measure W Bond funds supported the construction of the new Lake and North County Centers, numerous campus upgrades, and a new Library and Learning Resource Center providing exceptional facilities and enhanced educational opportunities for the residents of our region; and

WHEREAS, in 2013, Mendocino College completed construction and opened its Lake Center in Lakeport; and

WHEREAS, Mendocino College began offering 31 degrees and certificates in 1973, which has grown to 100 degrees and certificates across 36 disciplines; and

WHEREAS, Mendocino College has awarded nearly 15,000 students with degrees and certificates in its 50-year history and supported 343,354 students on their academic journey; and

WHEREAS, Mendocino College partners with a dynamic community of diverse students to help them achieve their educational goals; and

WHEREAS, Mendocino College embraces its role as an intellectual, economic, and cultural anchor for the region.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Lakeport does hereby congratulate

Mendocino College

On its 50th year anniversary.

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 16th day of May, 2023.

STACEY MATTINA, Mayor

Proclamation

DESIGNATING THE May 2023, AS CALIFORNIA TOURISM MONTH

WHEREAS Tourism plays a critical role in Lake County and the state's economic prosperity; and

WHEREAS A robust travel industry provides significant economic benefits for the entire state, generating more than \$134.7 billion dollars in visitor spending in 2022; and

WHEREAS, Travel has been the foundation of a healthy workforce, serving as one of the largest private-sector employers in California, supporting 1.1 million jobs in 2022; and

WHEREAS Spending by travelers benefits state and local governments alike, generating \$11.9 billion dollars in tax revenue in 2022 to support essential public services and programs that benefit all Californians; and

WHEREAS The COVID-19 pandemic devastated every sector of the travel industry with staggering economic impacts, affecting every community in California, including Lake County; and

WHEREAS California's tourism industry's resilience has brought the economic impact of travel more than 90 percent back to pre-pandemic levels in 2022; and

WHEREAS the rebound of travel will continue to drive the rebuilding of California's economy and workforce; and

WHEREAS The California Legislature in 2016 declared every May as California Tourism Month to celebrate the positive economic impact of the tourism in California; and

WHEREAS Californians can help put their fellow Californians back to work and support the recovery of local businesses by traveling in California

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Lakeport does hereby designate May 2023 as

California Tourism Month

in the City of Lakeport.

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 16th day of May, 2023.

STACEY MATTINA, Mayor

Proclamation

DESIGNATING THE May 2023, AS BUILDING SAFETY MONTH

WHEREAS, our City of Lakeport, Ca is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS “It Starts with You,” The theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Lakeport does hereby designate May 2023 as

Building Safety Month

in the City of Lakeport.

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 16th day of May, 2023.

STACEY MATTINA, Mayor

2022/23 Pavement Management Program Update

City of Lakeport Council Meeting
May 16th , 2023

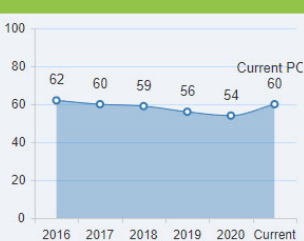


What is a Pavement Management Program?

Executive Dashboard

Pavement Area (square miles): 12.77 | Centerline Miles: 1810.5 | Lane Miles: 3619.25 | Sections: 19910

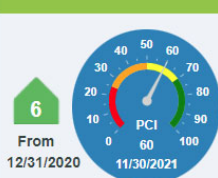
Historical Pavement Condition Trends



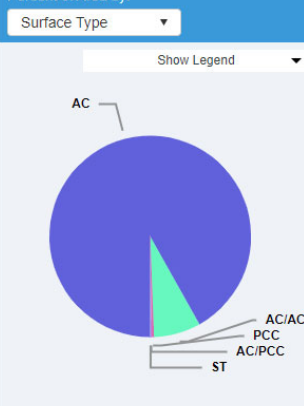
Current PCI by: Functional Class



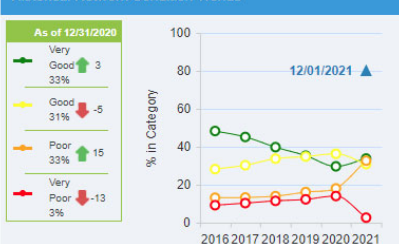
*Current PCI



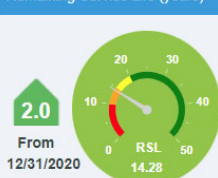
Percent of Area by: Surface Type



Historical Network Condition Trends



Remaining Service Life (years)



- Used to make cost-effective decisions
- Answers 4 main questions
 1. What streets does the City/County own/maintain?
 2. What condition are they in?
 3. What repairs are needed & when?
 4. How much funding is needed to maintain or improve streets?
- Typically employs software (StreetSaver)



2022/2023 Pavement Management Update Scope



Update StreetSaver
Inventory



Perform pavement
condition surveys



Update pavement
maintenance records



Update pavement
maintenance
decision tree



Update mapping
Features



Perform budget
needs analysis



Perform budget
scenarios



Prepare final report

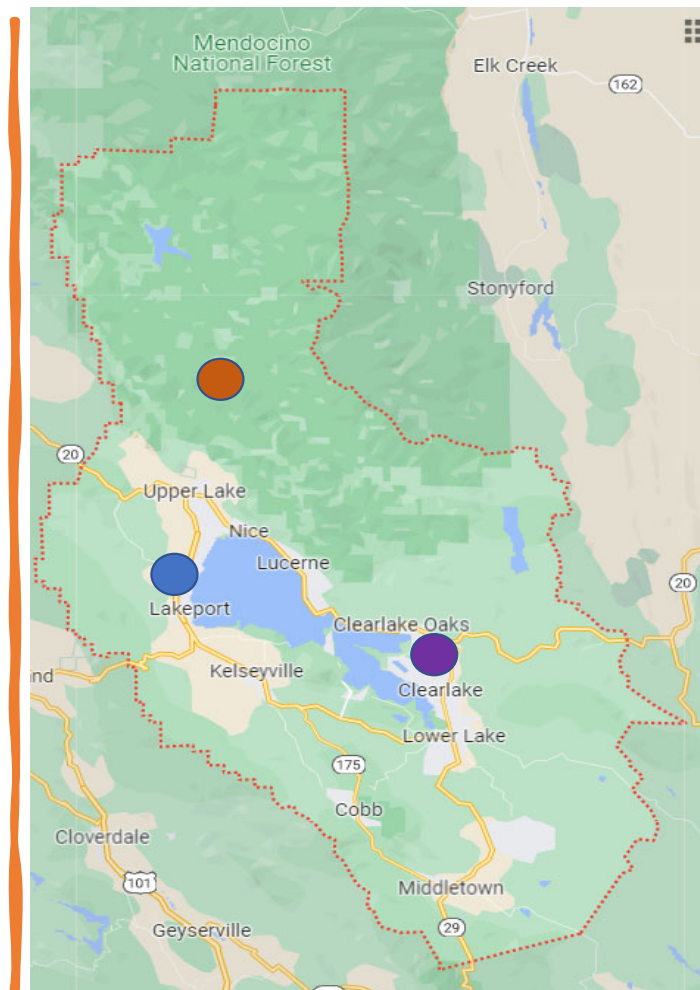


StreetSaver® Training



Lake APC Member Agencies

-  Clearlake
-  Lakeport
-  Lake County

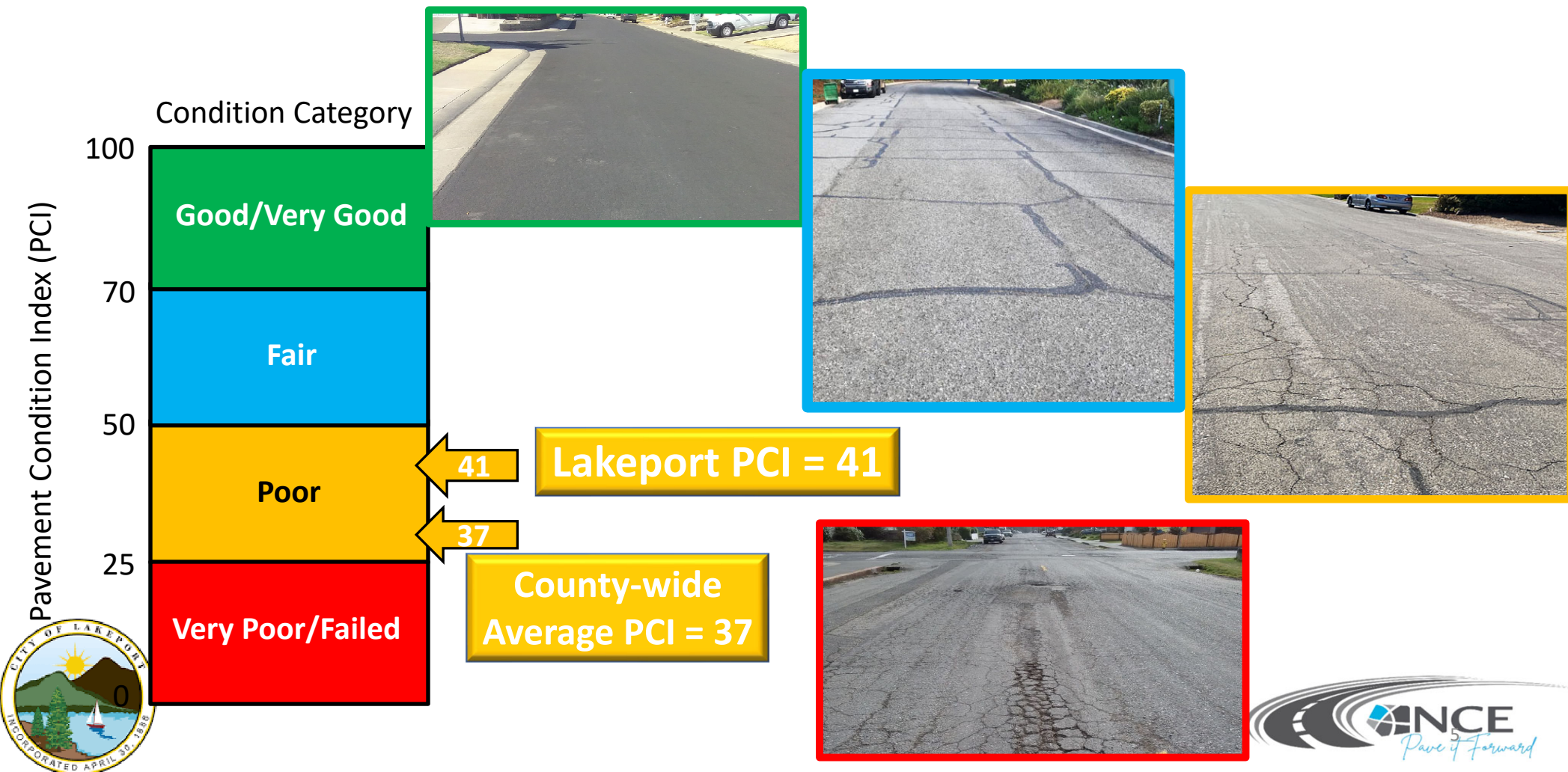


What is included in the Lake APC Network?

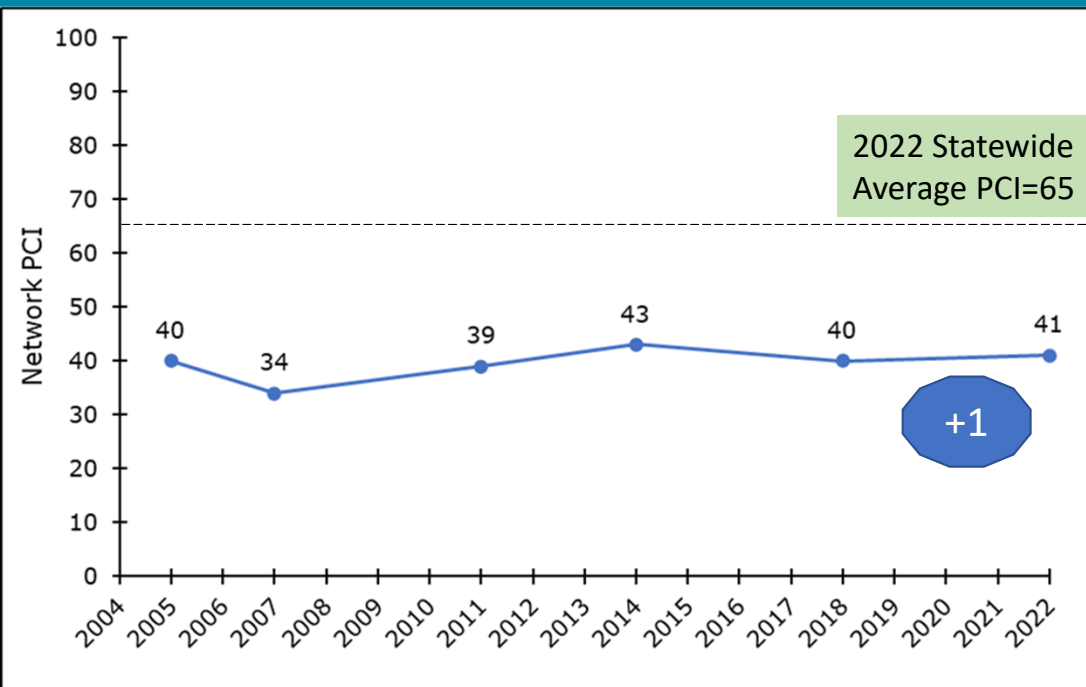
Agency	Centerline Miles	Asset Value, \$Million
Clearlake	80.5	\$ 52.70
Lakeport	29.7	\$ 43.70
Lake County	499.1	\$374.20

Asset Value ~
\$0.50 Billion

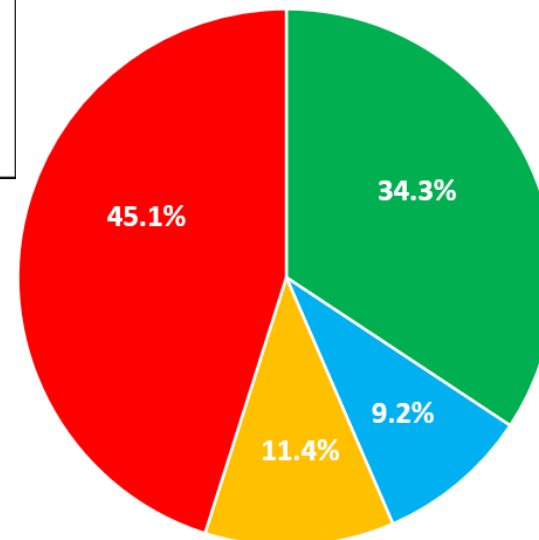
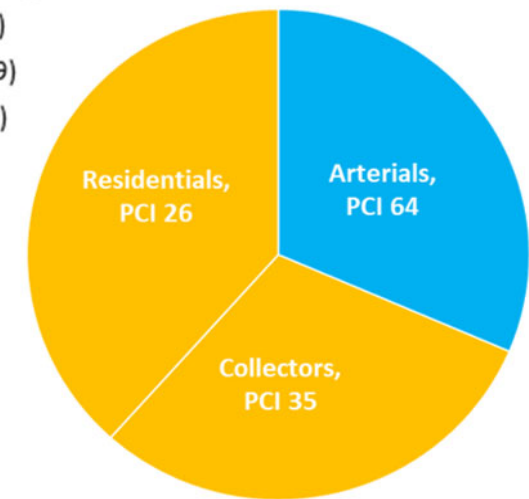
What Condition are the Streets In?



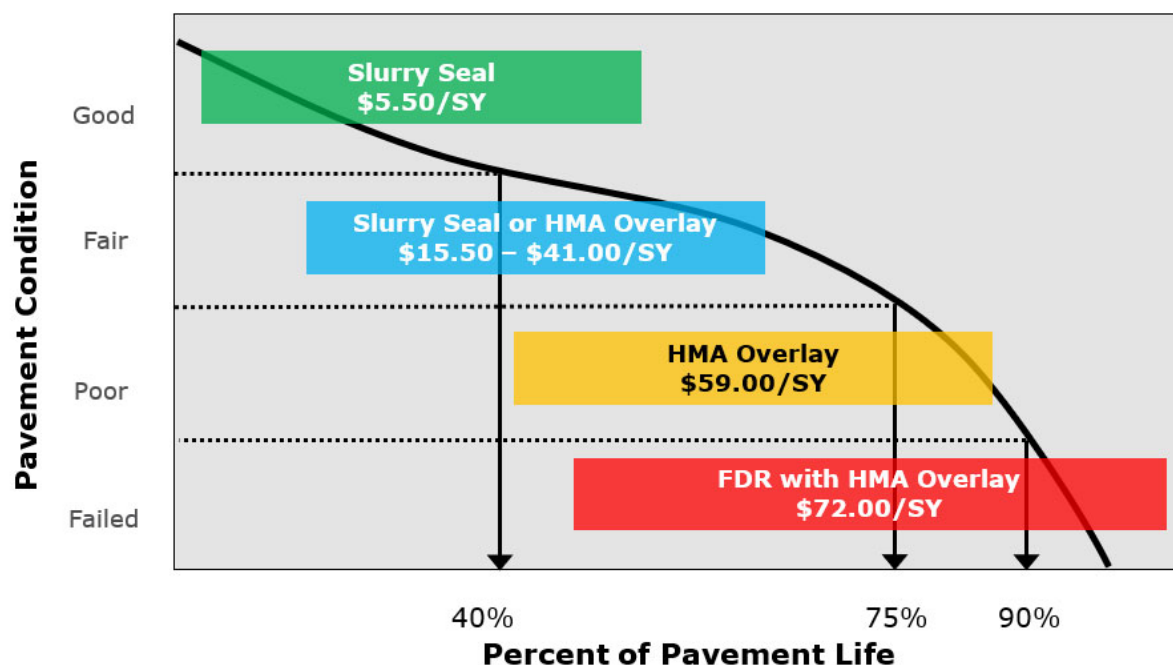
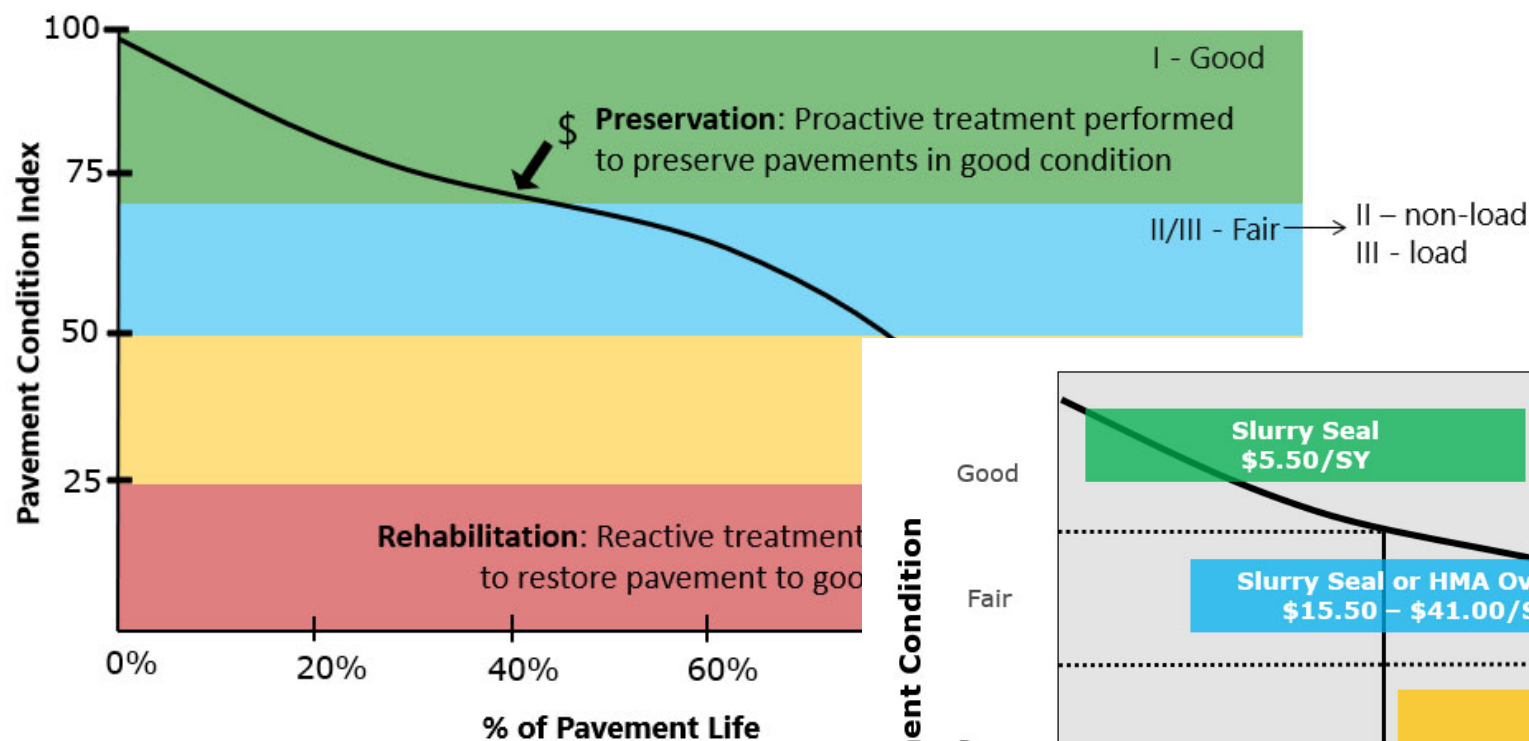
Network PCI



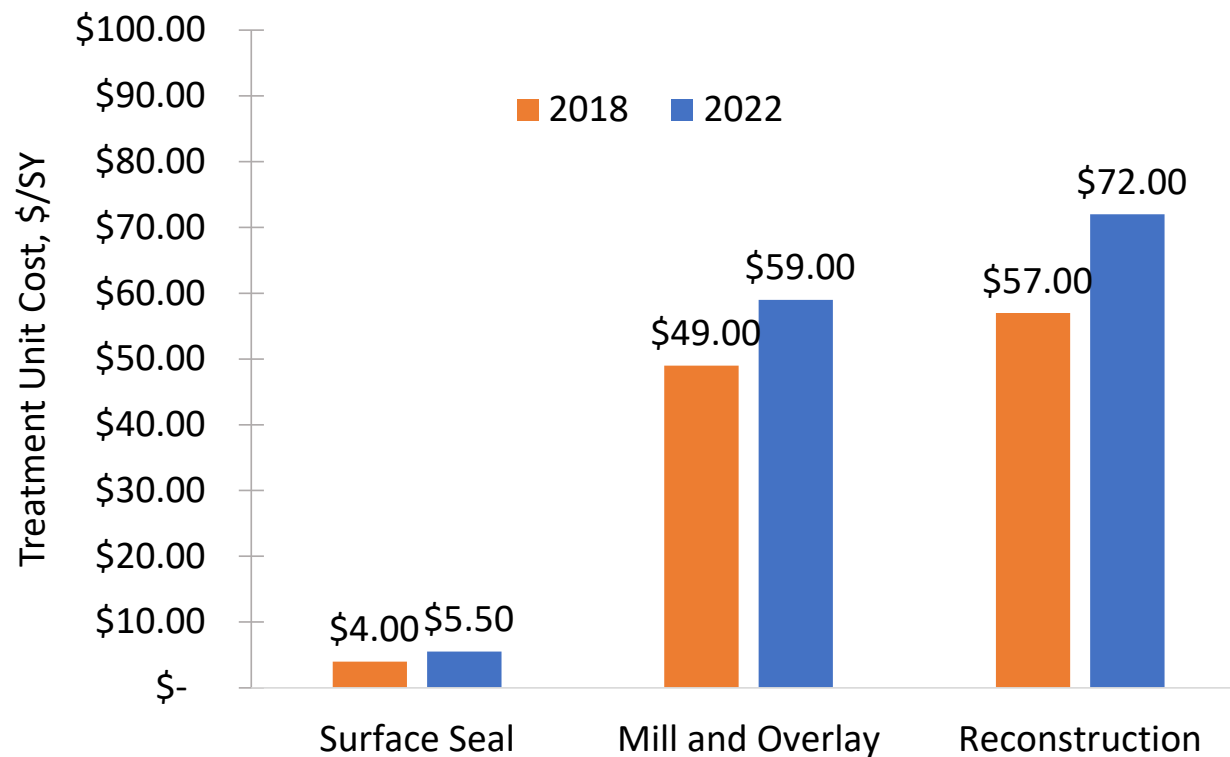
- Good (PCI 70-100)
- Fair (PCI 50-69)
- Poor (PCI 25-49)
- Failed (PCI <25)



What are the Typical Treatment Strategies?



How have Maintenance Costs Changed since 2018?



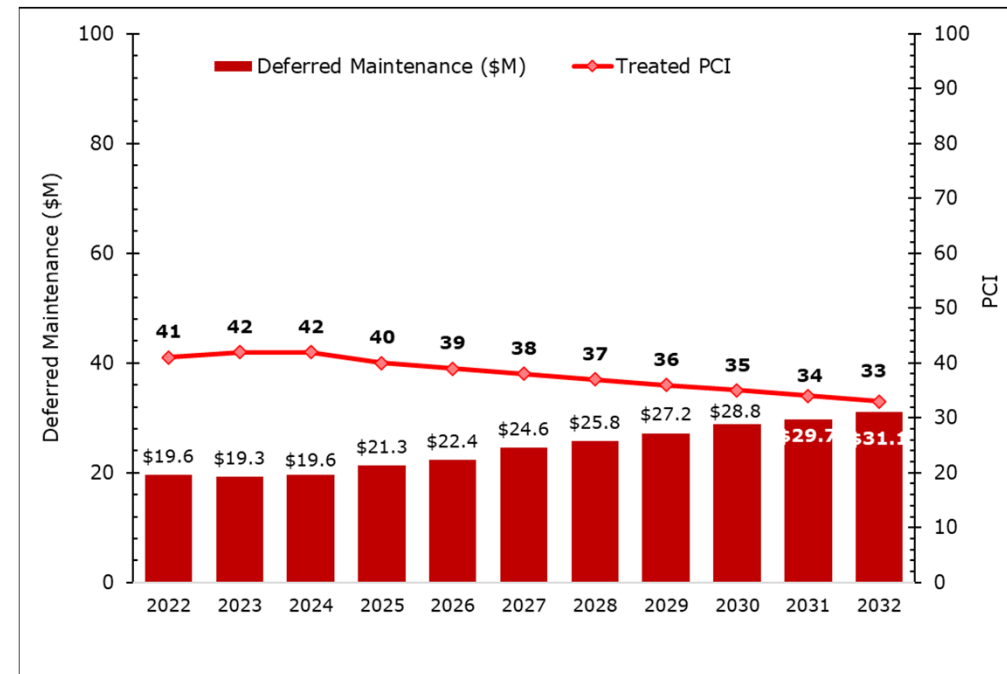
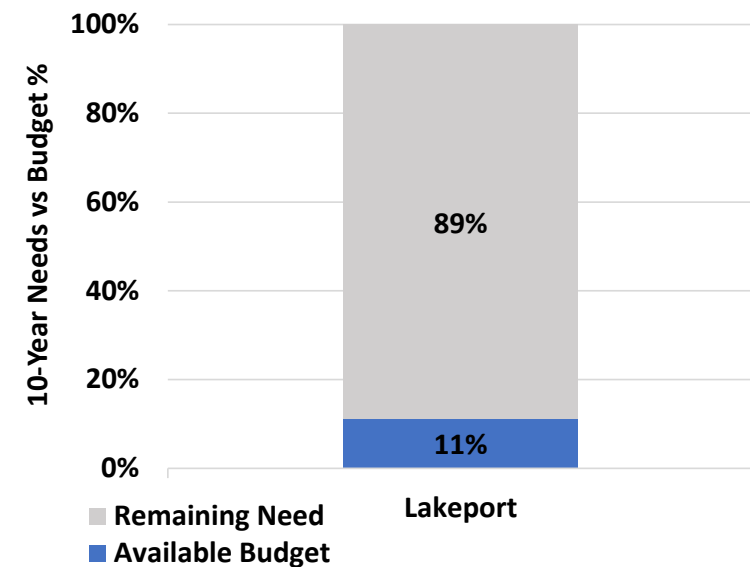
Overall maintenance treatment cost have increased by more than 25%



Needs Vs Available Funding

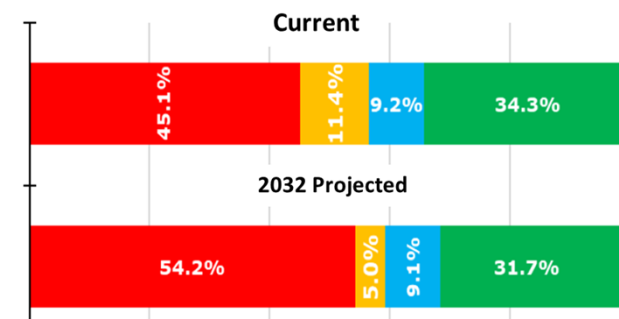
Total 10-Year Need: \$25,900,000

Total 10-Year Budget: \$2,850,000

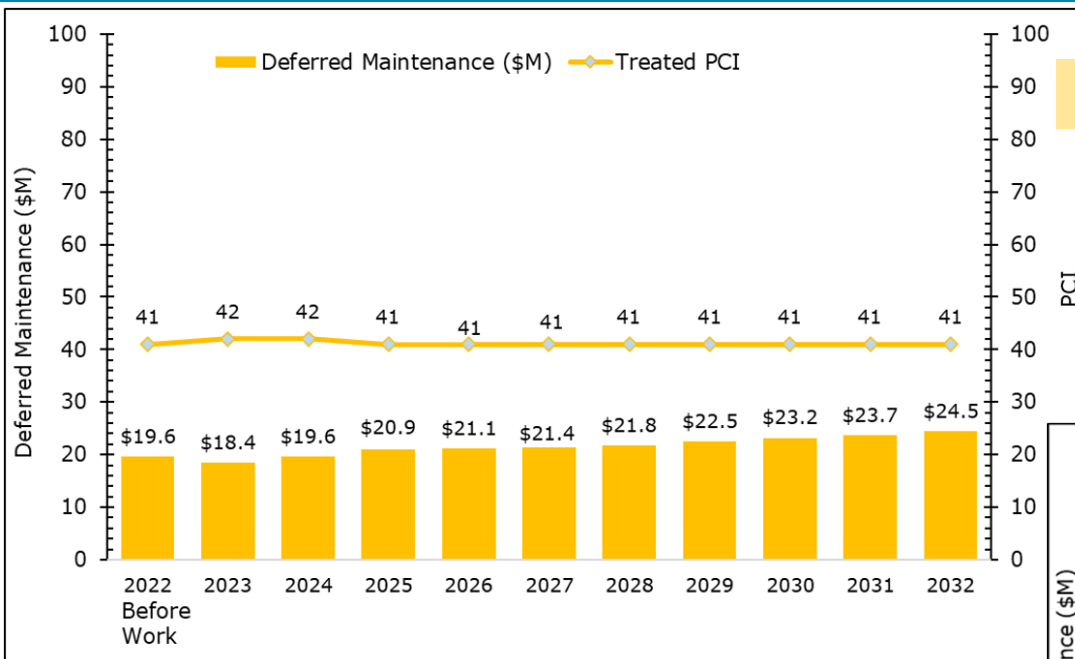


Impact of Current Funding

Deferred Maintenance Increases
 PCI Decreases
 Failed Network Area > 50%



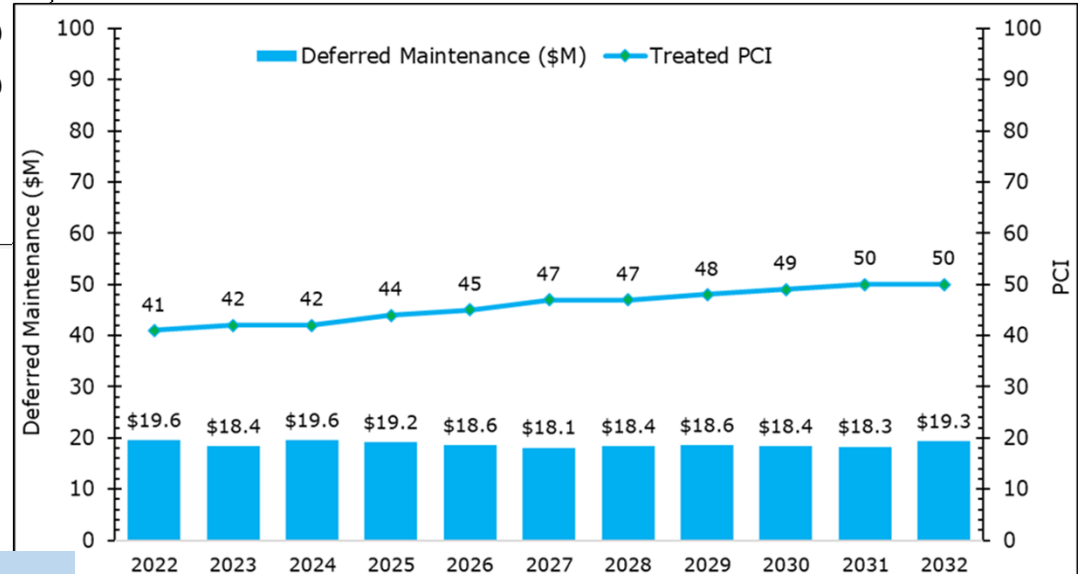
Different Budget Scenarios



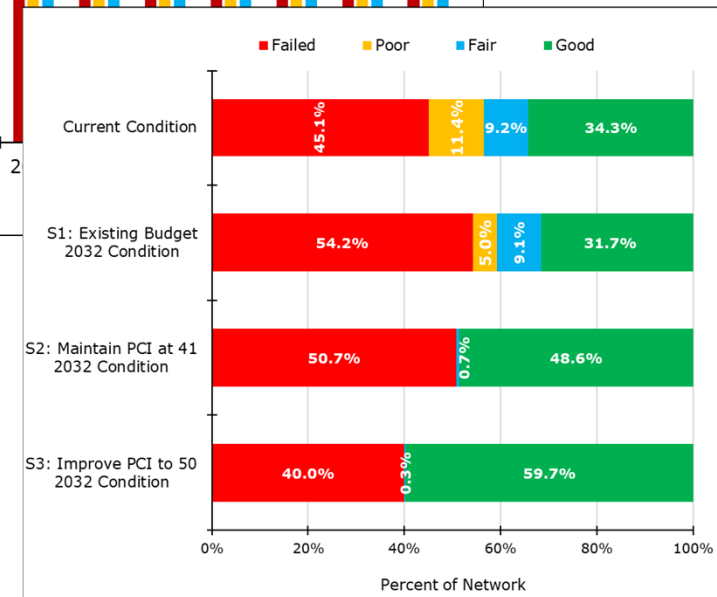
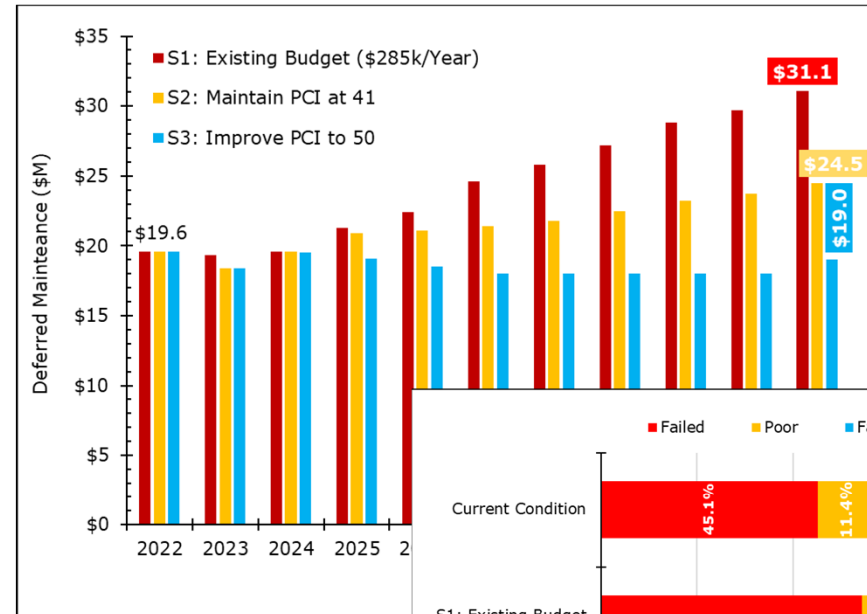
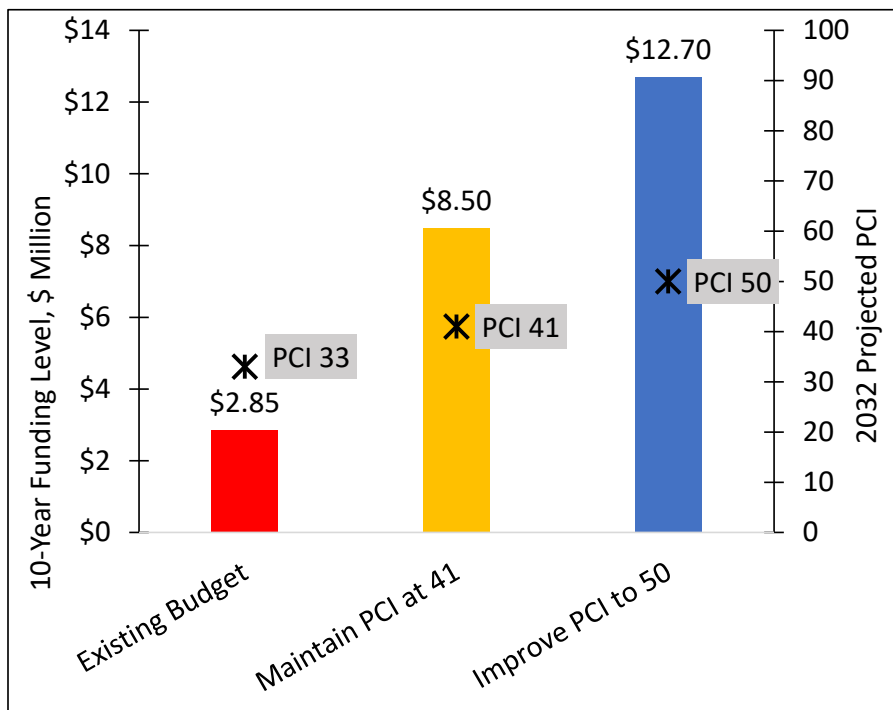
Maintain Current PCI : \$ 8.5 Million



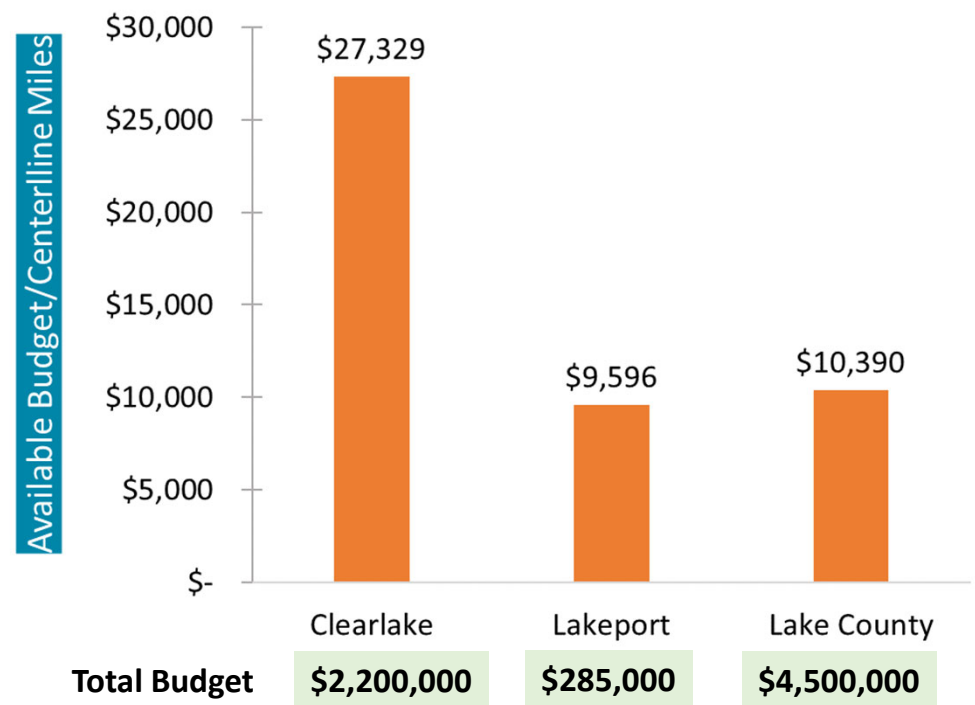
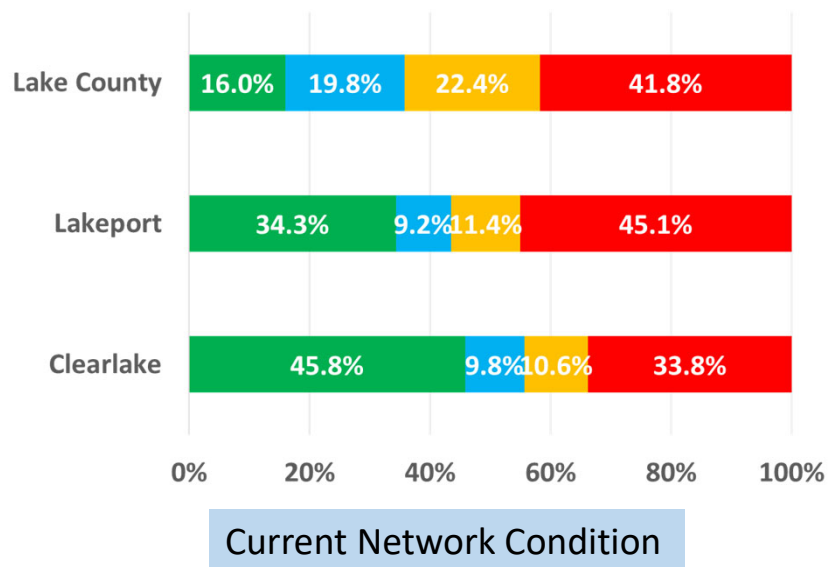
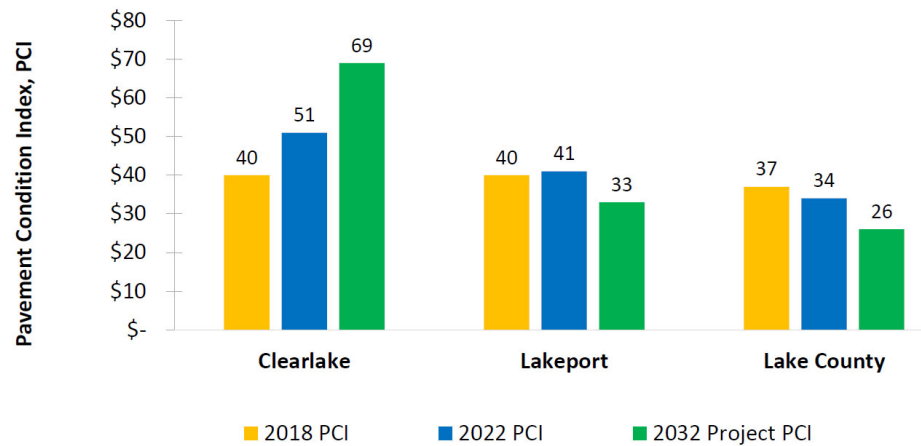
Improve PCI to 50 : \$12.7 Million



Impact of Different Funding Level



Comparison of Lake APC Agencies



Conclusions

- Lakeport has a substantial investment in pavement network (\$43.7 M)
- The network is in “Poor” condition (PCI = 41)
- Treatment unit costs have increased by more than 25%
- 10-year funding needs = \$25.9 million or \$87k/centerline mile
- The 10-year funding deficit is \$23.1 million
- Existing Annual Budget (\$285k) is not enough
 - PCI will decrease to 33 in 10 years
 - Deferred Maintenance will increase
 - Failed Network Area will be more than 50% in 10 years



Policy Considerations

- The City can collaborate with larger entities (County) to take advantage of economies of scale (project bundling)
 - More competitive bids
 - Reduced costs
 - Assistance with design/construction/inspection
- Leverage local funding as match for federal/state funds e.g. IIJA
- Leverage any utility projects to include paving





CITY OF LAKEPORT

City Council ☒

City of Lakeport Municipal Sewer District ☐

Lakeport Industrial Development Authority ☐

Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: HSIP Sign Repair and Replacement Project

MEETING DATE: 05/16/2023

SUBMITTED BY: Ron Ladd, Public Works Director

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to award a public works contract to the low bidder on the project, Square Signs LLC dba Front Signs, and authorize the City Manager to enter into a construction services agreement with Square Signs LLC dba Front Signs, for the amount of \$85,336.56.

BACKGROUND/DISCUSSION:

This project is the result of the County Wide Sign Inventory Plan completed by consultant TJKM in November of 2019 under the direction of the Lake Area Planning Council. The plan included a complete inventory of all signs citywide with retroreflectivity standards evaluated for conformance with the California Manual for Uniform Traffic Control Devices. The plan provided a list of all signs that failed to meet the standards and were recommended to be replaced.

This project consists of the replacement of 574 signs throughout the City Limits that were included in the replacement recommendations from the County Wide Sign Inventory Plan. Signs include street name signs, guide signs, object markers, stop signs, regulatory and warning signs. Bids were opened May 3, 2023, with three bids received.

Square Signs LLC dba Front Signs was the low bidder at \$85,336.56, followed by McGuire Pacific Constructors at \$179,808.00. The engineer's estimate for this project was \$205,300.00. Work is anticipated to begin in mid-July and be complete by the end of September 2023.

Staff filed a Notice of Exemption under the requirements of the California Environmental Quality Act (CEQA) on December 30, 2021. Since this project involves no expansion of existing use, it is eligible for a Categorical Exemption.

OPTIONS:

1. Award a construction contract to Square Signs LLC dba Front Signs for the HSIP Sign Repair and Replacement Project and authorize the City Manager to execute the construction contract for the bid amount.
2. Provide other direction.

FISCAL IMPACT:

☐ None ☐ \$85,336.56 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: The project is fully funded by state grant monies through the Local Highway Safety Improvement Program.

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 award a construction contract to Square Signs LLC dba Front Signs for the HSIP Sign Repair and Replacement Project and authorize the City Manager to execute the construction contract for the bid amount.

☒ **Attachments:**

1. Bid Tabulation
2. Articles of Agreement

COMPANY NAME	City of Lakeport
PROJECT NAME	HSIP Sign Repair and Replacement
LOCATION	Citywide
ENGINEER	Paul Curren
BID DATE	5/3/2023
PROJECT NO.	22-01

				ENGINEER'S ESTIMATE		Square Signs dba Front Signs		McGuire Pacific Constr		Coleman Enviro Eng	
BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID
1	Mobilization	1	LS	15000	\$ 15,000.00	3900.00	\$ 3,900.00	8900.00	\$ 8,900.00	8786.30	\$ 8,786.30
2	Water Pollution Control Program	1	LS	2500	\$ 2,500.00	1600.00	\$ 1,600.00	2100.00	\$ 2,100.00	1380.00	\$ 1,380.00
3	Traffic Control	1	LS	15500	\$ 15,500.00	2300.00	\$ 2,300.00	8900.00	\$ 8,900.00	21923.00	\$ 21,923.00
4	City Specific	2	EA	350	\$ 700.00	91.62	\$ 183.24	320.00	\$ 640.00	1173.52	\$ 2,347.04
5	Guide	18	EA	300	\$ 5,400.00	76.26	\$ 1,372.68	386.00	\$ 6,948.00	296.70	\$ 5,340.60
6	Street Signs	264	EA	300	\$ 79,200.00	165.70	\$ 43,744.80	270.00	\$ 71,280.00	169.67	\$ 44,792.88
7	Object Marker	7	EA	300	\$ 2,100.00	73.91	\$ 517.37	100.00	\$ 700.00	380.23	\$ 2,661.61
8	Stop	113	EA	300	\$ 33,900.00	100.64	\$ 11,372.32	195.00	\$ 22,035.00	298.92	\$ 33,777.96
9	Regulatory	108	EA	300	\$ 32,400.00	67.18	\$ 7,255.44	285.00	\$ 30,780.00	186.63	\$ 20,156.04
10	Warning	41	EA	300	\$ 12,300.00	93.30	\$ 3,825.30	300.00	\$ 12,300.00	217.68	\$ 8,924.88
11	R&R or New Sign Post	21	EA	300	\$ 6,300.00	441.21	\$ 9,265.41	725.00	\$ 15,225.00	1934.73	\$ 40,629.33
TOTAL BID AMOUNT				\$	205,300.00	\$	85,336.56	\$	179,808.00	\$	190,719.64

Value adjusted based
on calculation errors in
bid.

ARTICLES OF AGREEMENT

HSIP SIGN REPAIR AND REPLACEMENT PROJECT BID NO. 22-01 IN THE CITY OF LAKEPORT, CALIFORNIA

THIS HSIP SIGN REPAIR AND REPLACEMENT PROJECT, BID NO. 22-01, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this Xth day of Month, 20XX (*Council Action Date Here*), BY AND BETWEEN the City of Lakeport, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the HSIP SIGN REPAIR AND REPLACEMENT PROJECT, BID NO. 22-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of [INSERT] Dollars (\$), unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and

specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows: CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to

provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify AGENCY for liabilities caused by the sole active negligence or willful misconduct of the AGENCY.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. Any court action arising out of this AGREEMENT shall be filed in the Lake County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Lake.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. To the extent applicable, this AGREEMENT is subject to the provisions of Public Contract Code Section 9204, which mandates certain procedures regarding the resolution of public works claims. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Ron Ladd
CITY OF LAKEPORT
225 Park Street
Lakeport, CA 95453

CONTRACTOR: [INSERT CONTACT]
[CONTRACTOR'S BUSINESS NAME]
Mailing Address
City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR 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 CONTRACTOR.

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR 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 CONTRACTOR 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, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

G. 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.

H. Not Used

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX (Council Action Date Here)

CONTRACTOR: Contractor's Business Name

Contractor's Sign Name, Title
Contractor's License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
City Manager _____ Date
City of Lakeport

ATTESTED: _____
City Clerk of the _____ Date
City of Lakeport

APPROVED AS
TO FORM: _____
City Attorney of the _____ Date
City of Lakeport

(EXECUTE IN DUPLICATE)



CITY OF LAKEPORT

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

STAFF REPORT

RE: Review and adoption of 2023/24 SB 1 Project List for the City of Lakeport	MEETING DATE: 05/16/2023
SUBMITTED BY: Ron Ladd, Public Works Superintendent	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review and adopt the presented resolution and project list proposed to be funded with monies generated by the Road Repair and Accountability Act of 2017 for fiscal year 2023-24 in the estimated amount of \$123,576.

BACKGROUND/DISCUSSION:

On April 28, 2017, the Governor of California signed Senate Bill 1 (SB 1), known as the Road Repair and Accountability Act of 2017. SB 1 increases gasoline and diesel taxes and vehicle registration fees to address basic road maintenance and rehabilitation needs on both state highways and local streets and roads.

Monies generated through SB 1, will be deposited by the State Controller into a Road Maintenance and Rehabilitation Account (RMRA). A portion of this funding will be apportioned by formula to eligible cities and counties, including Lakeport pursuant to California Streets and Highways Code Section (SHC) 2032 (h).

Since SB 1 emphasizes accountability and transparency in transportation funding, programming and use of the new funds is contingent on recipient cities and counties providing annual reporting. Per SHC 2034 (a) (1) prior to receiving and RMRA funding each fiscal year, cities and counties must submit a list of projects to be funded with the RMRA funds to the California Transportation Commission no later than July 1st of each year.

The California League of Cities prepared RMRA estimates based upon the most recent State Department of Finance statewide revenue projections estimates the City of Lakeport will receive \$108,822 in RMRA revenue for the fiscal year 2023-24.

Staff proposes that the anticipated funds for fiscal year 2023-24 be utilized for the South Main Street Rehabilitation Project. The South Main Rehabilitation Project includes the replacement of curb, gutter and sidewalk to meet current ADA standards on both sides of the road, and pavement mill and fill. The project limits are from Lakeport Boulevard to the southern edge of the intersection of South Main Street and 1st Street. The estimated date for completion of this project is November 2024. This project will tie into the North Main Paving Project done in 2021 and the Downtown Improvement Project done in 2016. These funds will supplement American Rescue Plan Act (ARPA) monies. Any remaining monies will be dedicated to miscellaneous roadway maintenance and rehabilitation activities citywide.

OPTIONS:

1. Adopt the proposed SB 1 resolution and project list for fiscal year 2023-24.

2. Direct staff to make modifications or revisions to the proposed SB 1 Project List.
3. Take no action or take action to deny the proposed SB 1 Project List. Alternatively, the City Council could provide other direction.

FISCAL IMPACT:

☒ None ☐ Budgeted Item? ☒ Yes ☐ No

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

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

Note: Funds to be included in City of Lakeport 2023-24 budget.

COUNCIL PRIORITIES:



☐ Priority #1: Public Safety & Crisis Response



☐ Priority #2: Disaster Resiliency



☐ Priority #3: Good Governance & Fiscal Stability



☒ Priority #4: Capital Infrastructure Improvement



☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods



☐ Priority #6: Economic Development

SUGGESTED MOTION:

Move to adopt the proposed resolution approving the City of Lakeport SB 1 Project List for fiscal year 2023-24 and direct staff to submit to the California Transportation Commission.

☒ **Attachments:** 1. Resolution, Project List and Projected Revenues Sheet

RESOLUTION NO. _____ (2023)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of Lakeport are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$123,576 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City Council solicited public input from local residents at its regular meeting of May 16, 2023 in the determination of the community's transportation priorities/project list; and

WHEREAS, the City consulted its 2022 Pavement Management Program Report to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in poor condition and this revenue will aid in the increase of the overall quality of the City's local road system; and

WHEREAS, revenue from RMRA over the next decade, together with other local revenue sources such as Measures I and Z, will aid the City in increasing the overall quality of our local road system; and

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the City Council of the City of Lakeport, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted projects attached in Exhibit A may utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.
3. The Clerk shall cause this resolution and attached project list (Exhibit A) to be transmitted to the California Transportation Commission under Streets and Highways Code section 2034, subdivision (a)(1).

The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 16th day of May 2023, by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Mayor

ATTEST:

City Clerk

Local Streets and Roads Program

Agency Name:		Agency Contact:		FY	
Lakeport		Ron Ladd		23/24	
		(707) 263-3578			
LoCode:	5076	rladd@cityoflakeport.com			

Summary of Proposed Project List							
Project No.	Project Title	Project Description	Project Location	Estimated Completion Date:		Estimated Useful Life	
				Pre-Construction	Construction	Min.	Max.
PP01	South Main Rehabilitation	Replace curb, gutter & sidewalk to meet current ADA standards, mill & fill pavement	South Main St, 1st Street to Lakeport Blvd	9/1/2023	11/1/2024	8	15
PP02	Miscellaneous roadway maintenance activities	Mill and fill, dig-outs, pot-hole repairs and thin lift overlays.	Lakeport Blvd to 20th St: this area has approx 52 City maintained streets within it	7/1/2023	6/30/2024	4	8
PP03							
PP04							
PP05							
PP06							
PP07							
PP08							
PP09							
PP10							
PP11							
PP12							

PP13						
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Local Streets and Roads - Projected FY2023-24 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2023

Estimated January 2023	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
KERN COUNTY								
ARVIN	195,699	129,593	57,240	155,658	5,000	543,190	488,200	1,031,390
BAKERSFIELD	4,051,579	2,682,967	1,090,459	3,222,600	10,000	11,057,605	10,107,240	21,164,845
CALIFORNIA CITY	148,779	98,522	44,667	118,338	3,000	413,305	371,150	784,454
DELANO	511,094	338,448	141,752	406,521	7,500	1,405,314	1,274,996	2,680,310
MARICOPA	10,157	6,726	7,522	8,079	1,000	33,484	25,338	58,822
MCFARLAND	140,494	93,036	42,447	111,748	3,000	390,726	350,484	741,209
RIDGECREST	278,066	184,136	79,310	221,172	6,000	768,684	693,675	1,462,358
SHAFTER	203,003	134,429	59,196	161,467	5,000	563,095	506,419	1,069,514
TAFT	86,181	57,070	27,893	68,548	2,000	241,692	214,992	456,684
TEHACHAPI	129,436	85,713	39,484	102,952	3,000	360,584	322,896	683,480
WASCO	268,701	177,935	76,801	213,723	6,000	743,161	670,314	1,413,475
KINGS COUNTY								
AVENAL	135,748	89,893	42,652	107,973	4,000	380,266	338,643	718,908
CORCORAN	218,471	144,672	65,719	173,770	5,000	607,632	545,007	1,152,639
HANFORD	577,704	382,557	165,887	459,502	7,500	1,593,151	1,441,165	3,034,316
LEMOORE	268,127	177,554	79,565	213,266	6,000	744,512	668,880	1,413,392
LAKE COUNTY								
CLEARLAKE	167,220	110,734	53,210	133,006	4,000	468,169	417,154	885,323
LAKEPORT	49,537	32,803	19,141	39,401	1,000	141,882	123,576	265,459
LASSEN COUNTY								
SUSANVILLE	159,639	105,714	53,211	209,563	4,000	532,127	398,243	930,370
LOS ANGELES COUNTY								
AGOURA HILLS	200,545	132,802	80,102	159,512	5,000	577,961	500,288	1,078,249
ALHAMBRA	818,669	542,125	312,200	651,164	7,500	2,331,659	2,042,287	4,373,946
ARCADIA	563,781	373,338	216,493	448,428	7,500	1,609,540	1,406,433	3,015,974
ARTESIA	163,385	108,194	66,149	129,955	4,000	471,684	407,587	879,271
AVALON	34,128	22,599	17,615	27,145	1,000	102,487	85,137	187,623
AZUSA	500,035	331,124	192,557	397,725	6,000	1,427,441	1,247,408	2,674,849
BALDWIN PARK	714,037	472,837	272,912	567,940	7,500	2,035,226	1,781,266	3,816,492
BELL	338,344	224,052	131,844	269,117	6,000	969,358	844,048	1,813,405
BELLFLOWER	781,648	517,610	298,299	621,718	7,500	2,226,775	1,949,932	4,176,707
BELL GARDENS	390,586	258,647	151,460	310,670	6,000	1,117,364	974,373	2,091,736
BEVERLY HILLS	324,124	214,636	126,505	257,806	6,000	929,071	808,574	1,737,646
BRADBURY	9,117	6,037	8,223	7,251	1,000	31,628	22,743	54,371
BURBANK	1,062,300	703,458	403,681	844,947	10,000	3,024,386	2,650,059	5,674,445
CALABASAS	230,214	152,448	91,242	183,110	5,000	662,014	574,301	1,236,315
CARSON	930,070	615,895	354,030	739,772	7,500	2,647,267	2,320,192	4,967,459
CERRITOS	489,283	324,005	188,520	389,173	6,000	1,396,980	1,220,586	2,617,567



CITY OF LAKEPORT

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

STAFF REPORT

RE: 2023 Weed Abatement Program Overview

MEETING DATE: 5/16/2023

SUBMITTED BY: Bethany Moss Childers, Chief Building Official

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to receive a presentation giving an overview of the Weed Abatement Program.

DISCUSSION: The Community Development Department's Code Enforcement Division, in conjunction with the Lakeport Fire Protection District, will be collaboratively administering the 2023 Weed Abatement Program.

The Lakeport Fire Protection District will be issuing initial courtesy notices to inform and educate property owners of the Lakeport Municipal Code requirements and CAL Fire recommendations regarding the removal of hazardous vegetation. Following the June 1st hazardous vegetation removal deadline, two (2) follow-up inspections will be conducted by the Fire Protection District.

If voluntary compliance isn't achieved by the property owner, the case will be referred to the City's Code Enforcement Division for additional action, including potential administrative citation(s) and/or abatement of the hazard at the property owner's expense.

The following components will be included in Staff's presentation for further discussion:

- Discussion of the collaborative efforts with the Lakeport Fire Protection District
- June 1st hazardous vegetation removal deadline
- Enforcement process as outlined in Lakeport Municipal Code section 8.28
- Enforcement tools – Administrative citations and abatement
- Future consideration for the allowance of outdoor burning permits for large acre parcels

RECOMMENDATION: Informational purposes only.

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