



# 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, December 5, 2023 6:00 p.m.**

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

**See Teleconferencing Instructions Below**

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

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

Please click this URL to join. <https://zoom.us/j/97368201787?pwd=a2NvVnN6MEFjQ2Exc2pTZkpldU1sQT09>

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](mailto:virtualhost@cityoflakeport.com).

To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to **3:30 p.m. on Tuesday, December 5, 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.



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*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 special meeting of November 21, 2023, and the regular meeting of November 21, 2023.
  - C. Maddy List: Direct the City Clerk to prepare the 2024 Maddy Act Appointments List and post at City Hall and the Lakeport Public Library.
- V. **PUBLIC PRESENTATIONS/REQUESTS:**
  - A. Public Input: *Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight's agenda. Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.*
- VI. **PUBLIC HEARING:**
  - A. Vista Point Shopping Center: Hold a nuisance abatement hearing and adopt a Resolution declaring the primary structure (872-896a Lakeport Blvd) of the Vista Point Shopping Center a public nuisance, order the property owner to abate all identified nuisance conditions within 30 days, and, in the event the nuisances are not timely abated, empowering staff with authority to abate the nuisances, the costs of which may become a special assessment upon the parcel.
- VII. **COUNCIL BUSINESS:**
  - A. Public Works Director
    - 1. Carnegie Library Improvement Project: Award a public works contract to Skiles & Associates for the Carnegie Library Improvements and authorize the City Manager to issue the contract for the bid amount.
- VIII. **CITY COUNCIL COMMUNICATIONS:**

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

**IX. 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](http://www.cityoflakeport.com), subject to staff's ability to post the documents before the meeting.

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

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Hilary Britton, Deputy City Clerk



Revised 11/17/2023

**MINUTES**  
**NOTICE AND CALL OF SPECIAL MEETING**  
**OF THE LAKEPORT CITY COUNCIL**  
**Tuesday, November 21, 2023**

**5:00 p.m.**

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

- 1. Call to order and Roll Call:** Mayor Mattina called the special meeting to order at 5:01 p.m. with Council Members Costa, Froio, Parlet and Mayor Mattina present. Council Member Disney was absent.
- 2. Presentation of Citizen Commendation:** Chief of Police Rasmussen presented a Citizen Commendation to Dalton Harris in recognition of exceptional efforts to enhance the quality of life in our community.

Dave Waldschmitt of the Vietnam Vets of Lake County presented Harris with a memorial challenge coin. Ginny Craven of Operation Tango Mike presented Harris with a metal flag art piece. Sergeant Sarah Hardisty of the Lakeport Police Officers Association presented Harris with a challenge coin. Greg Scott on behalf of Toastmasters International presented Harris with a leadership coin.
- 3. Lake County Vector Control District Board (LCVCD) Appointment:** The staff report was presented by City Clerk Buendia. Candidate George Spurr was interviewed by the Council.

A motion was made by Council Member Costa, seconded by Council Member Parlet, and unanimously carried by voice vote 4-0-0-1, with Council Member Disney absent, to re-appoint the incumbent, George Spurr to serve a 4-year term to the Lake County Vector Control District Board of Trustees effective January 1, 2024, and expiring December 31, 2027.
- 4. Lakeport Fire Protection District (LFPD) Board Interviews and Appointment:** The staff report was presented by City Clerk Buendia. Candidates Melissa Bedford and Andrew Britton were interviewed by the Council.

A motion was made by Council Member Froio, seconded by Council Member Costa, and unanimously carried by voice vote 4-0-0-1, with Council Member Disney absent, to appoint Andrew Britton to the Lakeport Fire Protection District (LFPD) Board.

**5. Lakeport  
Economic  
Development  
Advisory  
Committee  
(LEDAC)  
Interviews and  
Appointment:**

The staff report was presented by City Clerk Buendia. Candidates Pam Harpster, Bill Eaton, JoAnn Saccato, Danny Wind and Stacey Caico were interviewed by the Council.

Wilda Shock, Chair of LEDAC, commented generally on the applicants and thanked the Council.

A motion was made by Council Member Parlet, seconded by Council Member Costa, and unanimously carried by voice vote 4-0-0-1, with Council Member Disney absent, to appoint Pam Harpster, Bill Eaton, and JoAnn Saccato to the Lakeport Economic Development Advisory Committee (LEDAC).

**6. Adjournment:**

Mayor Mattina adjourned the special meeting at 6:40 p.m.

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Stacey Mattina, Mayor

Attest:

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Kelly Buendia, 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)\*

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- I. CALL TO ORDER & ROLL CALL:** Mayor Mattina called the meeting to order at 6:46 p.m. with Council Members Costa, Froio, Parlet and Mayor Mattina present. Council Member Disney was absent.
- II. PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Mayor Mattina.
- III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS:** A motion was made by Council Member Parlet, seconded by Council Member Froio, and unanimously carried by voice vote 4-0-0-1, with Council Member Disney absent, to accept agenda as posted.
- IV. CONSENT AGENDA:** *The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.*
- A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.
- B. Minutes: Approve minutes of the City Council regular meeting of November 7, 2023.
- C. Application 2023-020A: Approve amendment to application 2023-020, with staff recommendations, to operate a sled hill on 2<sup>nd</sup> street, between Forbes and Main, in conjunction with the Dickens' Festival.
- D. Zoning Ordinance Amendment: Adopt an ordinance of the City Council of the City of Lakeport repealing and replacing Section 17.17.080 of Chapter 17.17 of Title 17 of the Lakeport Municipal Code regarding the time limit for Planned Development Combining Districts.
- E. Lakeport Police Officers' Association (LPOA): Approve the Side Letter Agreement for the City of Lakeport Police Officers' Association amending section 6.18 of the MOU regarding premium pay for detective trainee work.
- Vote on the Consent Agenda: A motion was made by Council Member Parlet, seconded by Council Member Costa, and unanimously carried by voice vote 4-0-0-1, with Council Member Disney absent, to approve the Consent Agenda, items A-E.
- V. PUBLIC PRESENTATIONS/REQUESTS:**
- A. Public Input: Ruby Jones addressed the Council regarding wrong-way drivers on N. High Street & Clear Lake Avenue.
- VI. COUNCIL BUSINESS:**
- A. City Manager
1. Courthouse Traffic Plan: The staff report was presented by City Manager Ingram. A motion was made by Council Member Parlet, seconded by Council Member Costa, and unanimously carried by voice vote 4-0-0-1, with Council Member Disney absent, to adopt a resolution confirming the fulfillment of all provisions outlined in the

Memorandum of Understanding(s), dated January 11, 2011, and July 19, 2011, between the Judicial Council of California and the City of Lakeport in connection with the development of the new Lake County Superior Courthouse to be located at 675 Lakeport Boulevard.

B. Utilities Director

- 1. Government 101 Presentation: Wastewater Inflow & Infiltration (I&I)

The staff report was presented by Utilities Director Harris. Update of continuing efforts to identify and mitigate Inflow and Infiltration (I&I) in the City’s wastewater collection system.

**VII. CITY COUNCIL COMMUNICATIONS:**

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

Community Development Director Hejnowicz had no report.

Chief Building Inspector Moss had no report.

City Attorney Ruderman had no report.

City Manager Ingram advised the fence will be taken down from Xabatin Park on November 30, 2023. He also reported that he attended CALPELRA conference last week.

Police Chief Rasmussen reported that the LPD will bring a speaker on the Opioid Crisis and they will be speaking at community meetings and to all the local high schools in June.

Utilities Director Harris had no report.

Public Works Director Ladd had no report.

Administrative Services Director Buendia had no report.

Assistant City Manager Walker had no report.

Council Member Disney was absent.

Council Member Froio had no report.

Council Member Parlet had no report.

Council Member Costa had no report.

Mayor Mattina wished everyone a happy Thanksgiving.

**VIII. ADJOURNMENT:**

Mayor Mattina adjourned the meeting at 7:44 p.m.

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Stacey Mattina, Mayor

Attest:

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Kelly Buendia, City Clerk



# CITY OF LAKEPORT

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

<b>STAFF REPORT</b>	
<b>RE:</b> Annual Maddy Act Appointment List	<b>MEETING DATE:</b> 12/05/2023
<b>SUBMITTED BY:</b> Kelly Buendia, City Clerk	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

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

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

**BACKGROUND/DISCUSSION:**

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

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

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

**OPTIONS:**

The Appointments list is statutorily mandated. The City Council could direct the City Clerk to complete the list and call a special meeting for approval prior to the December 31 deadline.

**FISCAL IMPACT:**

None     \$    Budgeted Item?     Yes     No

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

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

Comments:



**COUNCIL PRIORITIES:**



Priority #1: Public Safety & Crisis Response



Priority #2: Disaster Resiliency



Priority #3: Good Governance & Fiscal Stability



Priority #4: Capital Infrastructure Improvement



Priority #5: Safe, Sustainable & Attractive Neighborhoods



Priority #6: Economic Development

**SUGGESTED MOTIONS:**

Move to direct the City Clerk to prepare the 2024 Maddy Act Appointments List and post at City Hall and the Lakeport Public Library.



**Attachments:**

1. DRAFT Maddy Act Appointment List

## CITY OF LAKEPORT 2024 MADDY ACT LOCAL APPOINTMENTS LIST

**NOTICE:** In compliance with the requirements of the Maddy Act (*Government Code §54970, et seq.*), the following appointments list was posted on or before December 31, 2023, at the City Hall, City of Lakeport, 225 Park Street, Lakeport, CA 95453, and at the Lakeport Library, 1425 North High Street, Lakeport, CA 95453. The City Council of the City of Lakeport will make appointments to the positions below which will expire or will otherwise become vacant in 2024. Unless noted otherwise, all appointees must be residents of the City of Lakeport.

### PLANNING COMMISSION

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

COMMISSIONER	DATE APPOINTED	TERM ENDS
Mark Mitchell	December 12, 2022	December 31, 2026
Kipp Knorr	December 12, 2022	December 31, 2026
Nathan Maxman	December 12, 2022	December 31, 2026
Kurt Combs	December 7, 2020	December 31, 2024
Scott Barnett	December 7, 2020	December 31, 2024

### LAKEPORT ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (LEDAC)

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

COMMISSIONER	DATE APPOINTED	TERM ENDS
Pam Harpster	November 21, 2023	December 31, 2025
Bill Eaton	November 21, 2023	December 31, 2025
JoAnn Saccato	November 21, 2023	December 31, 2025
Denise Combs	December 13, 2022	December 31, 2024
Bonnie Darling	December 13, 2022	December 31, 2024
Wilda Shock	December 13, 2022	December 31, 2024
Jeff Davis	December 13, 2022	December 31, 2024

### MEASURE Z ADVISORY COMMITTEE

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

COMMISSIONER	DATE APPOINTED	TERM ENDS
Susan King	December 13, 2022	December 31, 2026
Laura Somes	December 13, 2022	December 31, 2026
Meg Harper	December 8, 2020	December 31, 2024
Dennis Rollins	December 8, 2020	December 31, 2024
Zack Jordan	December 8, 2020	December 31, 2024

### LAKEPORT FIRE PROTECTION DISTRICT BOARD

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

BOARD MEMBER	DATE APPOINTED	TERM ENDS
Andrew Britton	November 21, 2023	December 31, 2027
Jeff Warrenburg	December 13, 2022	December 31, 2026

### LAKE COUNTY VECTOR CONTROL DISTRICT BOARD

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

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



# CITY OF LAKEPORT

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

## STAFF REPORT

**RE:** Nuisance Abatement Hearing - Vista Point Shopping Center,  
872 – 896(a) Lakeport Blvd., Lakeport CA 95453  
APN 025-472-05, Case #: CE2022-00046

**MEETING DATE:** 12/05/2023

**SUBMITTED BY:** Bethany Moss Childers, Chief Building Official

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

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

The Community Development Department recommends the City Council: (1) conduct a public nuisance abatement hearing under Chapter 8.22 (Abatement of Nuisances) of the Lakeport Municipal Code; (2) adopt a resolution declaring the primary structure (872-896a Lakeport Blvd) of the Vista Point Shopping Center, further identified as APN 025-472-05, a public nuisance; and (3) order the property owner, Donica LLC, to abate all identified nuisance conditions within 30 days.

### 2. BACKGROUND:

Vista Point Shopping Center (Vista Point), situated at 872-896a Lakeport Boulevard, has been under the ownership of Donica LLC since its acquisition in 2007. On July 14, 2022, City staff initiated a Code Enforcement Case (#2022-00046) to address a series of code violations at the property. While items from the initial Code Enforcement case remain outstanding, City staff has presented subsequent code enforcement matters to Donica LLC for resolution. Unfortunately, over the past eighteen months, City staff's persistent efforts to bring Vista Point into compliance have yielded minimal progress in addressing a growing list of violations.

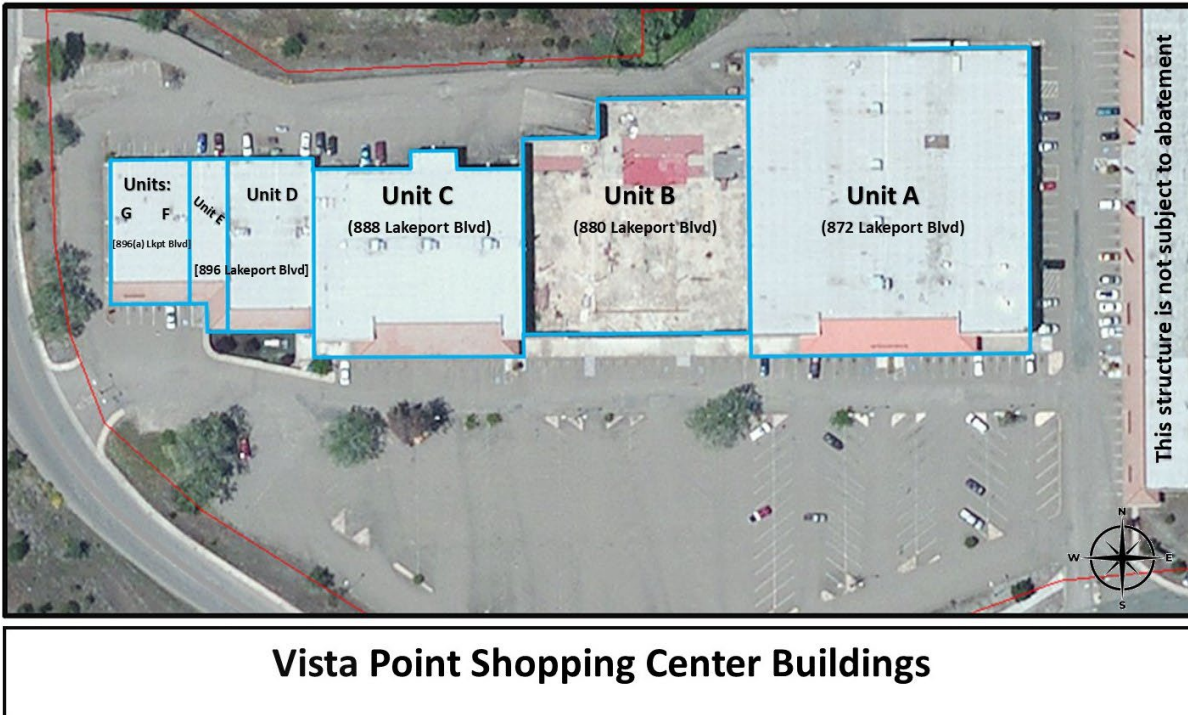
The ongoing deterioration of Vista Point and the escalating code violations pose heightened risks to both life and property. The property's lack of care and maintenance over the years has transformed it into a blight on the community of Lakeport, causing not only potential life safety concerns but also visual and tangible nuisances due to its dilapidated state.

Vista Point's current condition violates numerous sections of the California Building Code, California Fire Code, International Property Maintenance Code, and the Lakeport Municipal Code ("LMC"). Despite the City's persistent attempts to rectify the situation and work with the property owner, the property remains non-compliant. Therefore, City staff have brought forth this recommendation for an abatement order to the City Council, highlighting the urgent need for action to address the building's state of disrepair and the danger it poses to the community (Attachment 6).

### 3. BUILDING DETAILS:

Situated at 872-896(a) Lakeport Blvd, the central edifice of Vista Point Shopping Center has been owned by Donica LLC since late 2007. Erected in the early 1980s, this primary structure comprises five interconnected buildings with a shared-wall construction design. Each of the five buildings shares commonalities in structural systems, materials, and detailing, featuring wood roof systems. The five buildings are depicted in the image below: (1) Unit A; (2) Unit B; (3) Unit C; (4) Units D & E; and (5) Units F & G.

Among the quintet, one building is presently leased and occupied (Units D & E). This building serves as the administrative offices for Lake Family Resource Center and houses the Early Head Start program. Four buildings remain unoccupied (Unit A, Unit B, Unit C & Unit G/F), and most notably, Unit B experienced a roof collapse in 2008, prompting the comprehensive removal of both its roof and facade. Since then, Unit B has been without a roof, as reflected in the image below.



The detached building situated to the east of Unit A (802-868 Lakeport Blvd), separated by horizontal parking stalls, is not included in the scope of this abatement action. This particular structure is in a superior state and exhibits better overall conditions compared to the units addressed in the abatement process.

#### 4. SUMMARY OF ABATEMENT PROCESS:

In conducting this abatement process, City Code Enforcement staff adhered to the procedures in LMC Chapter 8.22 – Abatement of Nuisances. Upon identifying issues at the property, City staff promptly furnished Donica, LLC with a Notice to Abate via certified mail pursuant to LMC § 8.22.030 on July 14, 2022 (Attachment 2 - A), complemented by digital copies delivered via email. This comprehensive notice delineated the relevant street addresses, a detailed description of the conditions causing the nuisance, a determination that the noted conditions pose an imminent threat to human health or limb, is unsafe and is detrimental to the public health or safety, and a specified deadline for correction.

Subsequently, on September 29, 2022, City staff issued a Second Notice to Abate, explicitly highlighting that Donica, LLC had not initiated remedial actions identified in the July 14<sup>th</sup> Notice. Following the second notice City staff attempted, over several months, to work with Donica LLC on voluntary compliance and resolution to the nuisance. Attempts to work with Donica LLC on a resolution eventually became implausible and on October 16,

2023, in compliance with Lakeport Municipal Code Chapter 8.22 (Abatement of Nuisances), a Second Notice to Abate Nuisance was reissued to Donica LLC, including the formal Abatement Hearing date scheduled for November 7, 2023. Shortly thereafter, following a request from Donica LLC to reschedule the November 7, 2023, Abatement Hearing date due to a personal conflict, the Second Notice to Abate Nuisance was re-issued, continuing the Abatement Hearing to December 5, 2023.

The City Council hearing will allow Donica, LLC to demonstrate why the cited conditions should not be labeled as a nuisance and why the City should not abate said nuisance. During the hearing, the City Council will consider testimonies from city staff, the property owner or their representatives, and other credible individuals regarding the conditions constituting the nuisance, the estimated cost of abatement, and any other pertinent matters as deemed appropriate by the City Council.

## 5. SUMMARY OF KEY EVENTS:

This timeline provides a condensed overview of pivotal events pertaining to the ongoing code enforcement case and nuisance abatement at the Vista Point Shopping Center.

- **July 11, 2022:** A property maintenance inspection was conducted on the exterior of the Vista Point Shopping Center by Community Development Department staff.
- **July 14, 2022:** A Notice to Abate Nuisance was issued to the property owner, Donica LLC, outlining twelve violations, including the directive to restore the roof of Unit B to its originally permitted construction or obtain a building permit for the demolition of free-standing walls (Attachment 2 – A).
- **August 18, 2022:** A reinspection revealed that none of the requirements from the July 14<sup>th</sup> Notice to Abate Nuisance had been addressed.
- **September 15, 2022:** Another reinspection indicated that two minor violations had been corrected.
- **September 29, 2022:** A Second Notice to Abate Nuisance was issued (Attachment 2 – B).
- **October 26, 2022:** Donica LLC obtained a licensed fire sprinkler contractor to conduct required annual maintenance and certification of the fire sprinkler systems in Unit A and C, as required in the first and second Notices to Abate Nuisance. Six of the twelve cited violations remained outstanding, including no attempt to rectify the unpermitted state of the roofless Unit B.
- **January 12, 2023:** In-person discussions were held between Community Development Department staff, City Manager Kevin Ingram, and Managing Member of Donica LLC, Matthew Riveras. Riveras expressed reluctance to reconstruct the missing roof of Unit B without a tenant.

The City's direction to Donica LLC offered a choice between two options: (1) Restore the building to its initially permitted state; or (2) Demolish Unit B and secure permits confirming the compliance and structural safety of the remaining structures.

- **February 24, 2023:** Unit A experienced a roof collapse after a snow event in Lakeport. Noting that this was the second roof collapse to the primary structure, City staff red tagged the entire primary structure finding it unsafe to occupy. This caused the displacement of 30 children from the Early Head Start Program and administrative offices of the Lake Family Resource Center.
- **February 27, 2023:** The Lakeport Fire Protection District formally notified the City (Attachment 4 – A) of its concerns about the risks posed by the building to occupants and first responders. The Fire Protection District agreed with the determination that the structure should retain its classification as unsafe for

occupancy, with appropriate precautions, until a thorough evaluation by a licensed Structural Engineer encompassing the entire primary structure occurred.

- **March 1, 2023:** Donica LLC granted partial access to Units C-G for inspection by City Staff and the City's contracted Structural Engineer, Dan Isaacs from Kelsey Structural.
- **March 13, 2023:** an Amended Notice to Abate Nuisance was issued to Donica LLC, outlining six specific requirements for review by City Staff and Kelsey Structural (Attachment 2 – C). Additionally, the Amended Notice included the six outstanding violations cited in the Notices dated July 14, 2022, and September 29, 2022. This notice outlined the necessary steps to reoccupy Units D & E all the while noting that other additional items for correction were necessary to occupy other portions of the structure.
- **March 16, 2023:** Donica LLC granted access to the entire primary structure at 872-896a Lakeport Blvd. City Staff, Dan Isaacs SE from Kelsey Structural, Mr. Riveras, and Josh Wallace from MKM Engineering attended the inspection and investigation. Mr. Wallace was hired by Mr. Riveras to act as Donica LLC's Structural Engineer.

Throughout March, MKM Engineering submitted only cursory and visual inspection reports. These reports included inaccurate structural calculations that failed to account for the current deteriorating state of the structure and wood roof members. Moreover, Donica LLC failed to provide invasive forensic testing on the structural elements as required to allow removal of the red tag.

- **April 7, 2023:** Staff detailed twenty-six sections of MKM Engineering's most recent report and structural calculations that needed clarification and further explanation (Attachment 3 – E).
- **April 18, 2023:** A Technical Memorandum issued by Kelsey Structural outlined deteriorated conditions, the cause of the roof collapse in Unit A, and requirements for Donica LLC to ensure the conditions that caused Unit A's collapse did not exist elsewhere, most notably in Units D & E where the Lake Family Resource Center and Head Start were located. (Attachment 3 – A).
- **April 20, 2023:** City staff and Dan Isaacs of Kelsey Structural met with Donica LLC representatives Mr. Riveras and Mr. Wallace to discuss the requirements for re-occupancy of Units D & E.
- **April 25, 2023:** City staff issued formal correspondence to Donica LLC regarding the Conditions of Potential Re-occupancy of Units D and E. This formal correspondence identified immediate repairs before potential re-occupancy of Units D and E, as well as repairs that must be completed within 60 days of the date of the correspondence (Attachment 4 – B).
- **May 16, 2023:** Donica LLC requested temporary fencing surrounding the free standing walls of Unit B, while engineered plans were reportedly being drafted for shoring. City staff agreed to this measure so LFRC and Early Head Start could reoccupy suites D & E.
- **May 18, 2023:** Temporary fencing was installed. To this date, fencing remains in place but is not properly secured to safeguard the public from the potential collapse of the freestanding walls of Unit B.
- **May 19, 2023:** LFRC/Early Head Start was granted re-occupancy with conditions that Donica LLC would comply with the 60-day requirements.

- **May 30, 2023:** Mr. Riveras provided an update to the 60-day requirements stating that he's unable to find a roofing contractor, needed to explain to MKM Engineering what a "full forensic analysis" entails, and contests the required mold testing in Unit D-G.
- **June 25, 2023:** The 60-day period lapsed, and the required repairs identified in the Conditions of Potential Re-occupancy were not achieved (Attachment 4 – B).
- **September 7, 2023:** Vista Point Shopping Center was listed for auction on Crexi, a commercial real estate website. The initial auction date was set for October 10-11, 2023. The City-issued red tag was violated during auction tours of the property.
- **September 11, 2023:** Mr. Riveras emailed a response to City staff regarding the lack of compliance. It became evident to staff that the property owner harbored no intention or inclination to comply with the outstanding violations, suggesting that further abatement action was increasingly likely (Attachment 4 – C).
- **September 25, 2023:** Donica LLC provided a report from Bryan Fold, "The Roofer". The report identified buckling, ponding and wrinkles in the roof needing repairs. Staff sent this report to Kelsey Structural for review. The Roofer Report can be viewed as (Attachment 4 – D). Kelsey Structural's review of the Roofer's Report can be viewed as (Attachment 3 – C).
- **October 6, 2023:** Staff identified major roof repairs that were made without required building permits. Donica LLC was made aware of the permit requirement but has not obtained the necessary permits.
- **October 16, 2023:** In compliance with Lakeport Municipal Code Chapter 8.22 (Abatement of Nuisances) a Second Notice to Abate Nuisance was issued to Donica LLC, including the formal Abatement Hearing date scheduled for November 7, 2023. Donica LLC replied asking for an extension citing a personal conflict.
- **October 31, 2023:** Following a request from Donica LLC, the Second Notice to Abate Nuisance was re-issued, continuing the Abatement Hearing to December 5, 2023.
- **November 2, 2023:** Construction was observed inside Unit A without authorization or a building permit. City Staff and Lakeport Police Department intervened, halting all work by Ferranti Construction.
- **November 7, 2023:** Shoring plans for the roof collapse in Unit A were submitted for review by Ferranti Construction on behalf of MKM Engineering. Plan check comments were issued by the City on November 16, 2023. Plan revisions were then resubmitted by MKM Engineering on November 27, 2023 for the shoring of the collapsed roof in Unit A.

To date, plans have not been submitted for the freestanding walls of Unit B.

## 6. DISCUSSION

Vista Point's central edifice has remained largely vacant and blighted for more than a decade; however, starting in July 2022, City staff noticed potential public safety concerns that prompted the initiation of enforcement actions. Commencing July 14, 2022, the City issued a Notice to Abate Nuisance, outlining the need for the structure to be restored to its originally permitted construction (Attachment 2 –A). The City proposed two options for corrective action: repairing the collapsed roof in Unit B or obtaining necessary permits and demolishing Unit B. After two re-inspections and the correction of two minor violations, the City issued a Second Notice to Abate Nuisance in September 2022 regarding the outstanding violations. After abating six of the

twelve violations, City staff continued to try working with Donica LLC to obtain voluntary compliance with the outstanding issues and to rectify the unpermitted state of the roofless Unit B.

In February 2023, a snow event triggered a roof collapse in Unit A. Because this was the second roof collapse the building had suffered, and because it appeared the occupied section contained the same roof structure and condition as that which had collapsed, the City Building Official declared the entire structure unsafe for human occupancy, i.e., it was red tagged. Recognizing the severity of the situation, the City engaged Kelsey Structural to conduct a professional and thorough engineering analysis of the entire property.

The primary focus for both the City and the property owner, Donica LLC, was the development of a work plan for the safe re-occupancy of Units D-E for Head Start and Lake Family Resource Center. In April 2023, the City formulated a re-occupancy plan for these units, outlining immediate corrective actions and additional items that needed completion within 60 days before the onset of fall and winter weather.

By May 2023, Donica LLC had taken some immediate corrective actions, resulting in the City issuing a conditional occupancy permit for Units D-E. Throughout the summer of 2023, staff and the property owner maintained consistent communication, though there was minimal progress in resolving the remaining outstanding issues.

Notably, Donica LLC failed to secure a roofing contractor within the mandated 60-day period. Eventually, a roofing contractor was obtained on September 25, 2023, identifying necessary repairs. However, permits were not obtained for the roofing repair work performed. Furthermore, the property owner did not submit an engineering analysis for the shoring/bracing of the freestanding walls of Unit B. Additionally, the mandated forensic analysis and investigation into the roof collapse within Unit A did not occur.

Despite ongoing efforts, Donica LLC did not provide the City with a work plan or timeline for completing the repairs required by the Notices to Abate. In September 2023, the property owner demanded the release of the red tag, leading staff to believe that Donica LLC did not intend to comply with the Notices to Abate, necessitating the likelihood of further abatement action.

On October 16, 2023, City staff issued a Second Notice to Abate, setting a hearing before the City Council for November 7, 2023, for the Council to consider whether the conditions at Vista Point constitute a nuisance and must be abated. The property owner requested a postponement of the hearing citing personal conflict. The Public Abatement Hearing was rescheduled for December 5, 2023.

City staff has persistently endeavored to help Donica LLC, the owner of Vista Point, achieve voluntary code compliance. Unfortunately, despite ongoing efforts, there has been minimal cooperation from the property ownership, resulting in the property deteriorating further, culminating in a second roof collapse of the primary structure (Unit A) on February 24, 2023. Despite the dedicated efforts of the staff, substantial progress has not been realized, and the paramount concern remains the protection of the community from the hazards posed by this property. The urgency of correcting these violations is all the more pressing as we head into another wet winter. Exhausting all available alternatives, City staff are now requesting City Council approval and direction for a formal abatement order against Donica LLC to rectify all identified nuisances within 30 days of the scheduled hearing.

## **7. OVERVIEW OF CORRECTIVE MEASURES REQUIRED**

Below is a summary of corrective actions City staff requires to abate the identified nuisances broken out by individual Vista Point unit:

- *Unit A:* Demolish or provide full forensic engineering analysis showing structural integrity and that building is safe for occupancy. Obtain relevant permits to repair. Provide City staff with a timeline of work/completion.



- *Unit B:* Obtain demolition permit and demolish or obtain building permits to reconstruct to current California Building Code. Either option would include the need for a qualified licensed engineer to demonstrate that the west wall of Unit A and east wall of Unit C are structurally safe and secure.
- *Unit C:* Obtain demolition permit and demolish or provide full forensic engineering analysis showing structural integrity and that building is safe for occupancy. Obtain relevant permits to repair. Provide City staff with a timeline of work/completion.
- *Units D-G:* (1) Provide full forensic engineering analysis & report demonstrating complete and comprehensive investigation of structural integrity and safety of the entire roof structure and materials. This presents a significant life safety concern in which staff wants to ensure that the collapse that occurred in Unit A is not at risk of occurring in Units D-G. (2) Complete (with permits) any necessary roofing repairs consistent with full roofing forensic engineering analysis performed in (1). (3) Perform mold testing and any required remediation.

Ultimately, the Vista Point property owner, Donica LLC, must comply with all elements identified by Kelsey Structural in subsequent reports and all the Notices to Abate issued by the City of Lakeport.

**8. FEE ESTIMATE** (fees incurred by the City):

Kelsey Structural (inspection, technical memorandum, advisement): \$25,000

Staff Hours: \$12,225

City Attorney Hours: \$TBD

**9. RECOMMENDATION:**

It is recommended by the Community Development Department that the City Council: (1) conduct a public abatement hearing under Chapter 8.22 (Abatement of Nuisances) of the Lakeport Municipal Code; (2) adopt a resolution declaring the primary structure (872-896a Lakeport Blvd) of the Vista Point Shopping Center, further identified as APN 025-472-05, a public nuisance; and (3) order the property owner, Donica LLC, to abate all identified nuisance conditions within 30 days.

**FISCAL IMPACT:**

None       \_\_\_\_\_      Budgeted Item?  Yes  No

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

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

Comments:

**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 a Resolution declaring the primary structure (872-896a Lakeport Blvd) of the Vista Point Shopping Center a public nuisance, order the property owner to abate all identified nuisance conditions within 30 days, and, in the event the nuisances are not timely abated, empowering staff with authority to abate the nuisances, the costs of which may become a special assessment upon the parcel.

**Attachments:**

1. Site Map
2. Notice(s) to Abate Nuisances
3. Structural Engineering Reports
4. Additional Documentation and Relevant Communications
5. Photographs
6. Copies of relevant Lakeport Municipal Code section and sections of the California Building and Fire Codes, and International Property Maintenance Code
7. Resolution Declaring a Public Nuisance

ATTACHMENT 1  
SITE MAP



**Vista Point Shopping Center Buildings**

**ATTACHMENT 2**  
**INCLUDING SUB-ATTACHMENTS A-E**

**NOTICES TO ABATE**

A - July 14, 2022

B - September 29, 2022

C - March 13, 2023

D - October 16, 2023

E - October 31, 2023

ATTACHMENT 2 A

NOTICES TO ABATE

July 14, 2022



**CITY OF LAKEPORT**  
Community Development Department

225 PARK STREET  
LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.5615 x202  
FAX 707.263.8584  
E-MAIL [bmoss@cityoflakeport.com](mailto:bmoss@cityoflakeport.com)

July 14, 2022

Donica LLC  
c/o Matt Riveras  
114 Pierce St  
Santa Rosa CA 95404

**Case # CE2022-00046**  
**Parcel # 025-472-05**  
**Effective Date: 07/14/2022**  
**Compliance Date: 08/15/2022**

## NOTICE TO ABATE NUISANCE

As a result of an inspection of the property located at: **818 Lakeport Blvd, California 95453** on July 11, 2022, the Building and Code Enforcement Divisions have determined the property to be substandard pursuant to the provisions of the City of Lakeport Municipal Code (L.M.C.) Title 15.04.

Based on the violations below a building permit is required. You are ordered to secure all necessary permits and begin the mandatory work to eliminate the following code violation(s) within 14 days from the effective date of this order.

### **VIOLATION(S):**

**1. The building on the parcel is substandard due fire damage and roof collapse.**

You are therefore ordered to:

1. Demolish and remove all construction of the damaged portion of the building after obtaining a demolition permit.
2. Restore the building or portion(s) thereof to its originally approved condition after submitting engineered plans and obtaining a building permit.

Code Sections(s) in Violation: IPMC 111.1, 111.1.1, 111.1.4, 111.1.5, 111.2, 112.1, 304.1, 304.4, 703.2, 703.3, CBC 116.1, CFC 111.1, 111.1.1, 111.3, 111.4, 701.7,

**2. Overgrown weeds and vegetation on the property.**

You are therefore ordered to:

1. Remove all overgrown and dead vegetation from the property.

Code Section(s) in Violation: LMC 8.28.020

**3. Junk, trash and debris observed on the property.**



## CITY OF LAKEPORT

Community Development Department

225 PARK STREET  
LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.5615 x202  
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You are therefore ordered to:

1. Remove all junk, trash and debris from the property.  
Code Section(s) in Violation: IPMC 308.1, LMC 8.28.020
4. **Exposed electrical identified throughout property.**  
You are therefore ordered to: Install approved electrical coverplates at all exposed junction boxes and wiring.  
Code Section(s) in Violation: CFC 605.6
5. **Provide annual fire sprinkler certification reports for work performed by a licensed contractor.**  
You are therefore ordered to: Provide annual testing documentation.  
Code Section(s) in Violation: CFC 901.6
6. **Provide annual fire alarm certification reports for work performed by a licensed contractor.**  
You are therefore ordered to: Provide annual testing documentation.  
Code Section(s) in Violation: CFC 901.6
7. **Provide annual certification for private fire hydrants.**  
You are therefore ordered to: Provide annual testing documentation.  
Code Section(s) in Violation: CFC 901.6
8. **The fire hydrant located on the Northeast side of the property doesn't include any vehicular protection.**  
You are therefore ordered to: Install approved bollards.  
Code Section(s) in Violation: CFC 111.4
9. **Install approved caps at all fire department connections.**  
You are therefore ordered to: Install caps.  
Code Section(s) in Violation: NFPA 13
10. **Structure has been boarded up, exceeding the permitted duration. Vagrants continue to enter the building.**  
You are therefore ordered to: Repair/replace windows and ensure the vacant building is properly secured.  
Code Section(s) in Violation: CBC 116.1
11. **Graffiti observed in multiple locations of the building.**





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Community Development Department

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You are therefore ordered to: Remove all graffiti from interior and exterior of the property.

Code Section(s) in Violation: IPMC 302.9

**12. Unable to determine where the fire sprinkler riser is located.**

You are therefore ordered to: Install an approved sign on the exterior of the building directing first responders to the location of the riser.

Code Section(s) in Violation: CFC 509.1

**ADMINISTRATIVE FINES:**

An administrative fine may be issued in an amount not to exceed one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for the second violation and five hundred dollars (\$500.00) for the third and any subsequent violation of the same provision within a twelve-month period commencing on the date of the first violation as set forth in the L.M.C. 8.30.020.

Any person who violates any of the provisions of this chapter is guilty of a misdemeanor, which may be prosecuted as an alternative to other remedies contained herein, and which is punishable by a fine not exceeding one thousand five hundred dollars or by imprisonment not exceeding six months, or by both such fine and imprisonment (L.M.C. 8.22.110).

**APPEAL PROCEDURES:**

Any recipient of an administrative citation may contest that there was a violation or that he or she is the party responsible for committing the violation by filing a complete and proper appeal of the administrative citation with the citing officer pursuant to L.M.C Chapter 8.30.

If you have any questions or require any additional information, please feel free to contact me at (707) 263-5615 x202. Office hours are 8:00 am to 5:30 pm, Monday through Thursday.

Sincerely,

A handwritten signature in blue ink that reads "Bethany Moss". The signature is written in a cursive, flowing style.

Bethany Moss  
Chief Building Official

# ATTACHMENT 2 B

## NOTICES TO ABATE

September 29, 2022



**CITY OF LAKEPORT**  
Community Development Department

225 PARK STREET  
LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.5615 x202  
FAX 707.263.8584  
E-MAIL [bmoss@cityoflakeport.com](mailto:bmoss@cityoflakeport.com)

September 29, 2022

Donica LLC  
c/o Matt Riveras  
114 Pierce St  
Santa Rosa CA 95404

**Case # CE2022-00046**  
**Parcel # 025-472-05**  
**Effective Date: 07/14/2022**  
**Compliance Date: 10/28/2022**

## 2<sup>nd</sup> NOTICE TO ABATE NUISANCE

As a result of an inspection of the property located at: **818 Lakeport Blvd, California 95453** on July 11, 2022, August 18, 2022 and September 15, 2022 the Building and Code Enforcement Divisions have determined the property to be substandard pursuant to the provisions of the City of Lakeport Municipal Code (L.M.C.) Title 15.04.

Based on the violations below a building permit is required. You are ordered to secure all necessary permits and begin the mandatory work to eliminate the following code violation(s) within 14 days from the effective date of this order.

### **VIOLATION(S):**

**1. The building on the parcel is substandard due to roof collapse.**

You are therefore ordered to:

1. Demolish and remove all construction of the damaged portion of the building after obtaining a demolition permit.
2. Restore the building or portion(s) thereof to its originally approved and legal condition after submitting engineered plans and obtaining a building permit.

Code Sections(s) in Violation: IPMC 111.1, 111.1.1, 111.1.4, 111.1.5, 111.2, 112.1, 304.1, 304.4, 703.2, 703.3, CBC 116.1, CFC 111.1, 111.1.1, 111.3, 111.4, 701.7,

**2. Exposed electrical identified throughout property.**

You are therefore ordered to: Install approved electrical coverplates at all exposed junction boxes and wiring.

Code Section(s) in Violation: CFC 605.6



## CITY OF LAKEPORT

Community Development Department

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LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.5615 x202  
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E-MAIL [bmoss@cityoflakeport.com](mailto:bmoss@cityoflakeport.com)

- 3. Provide annual fire sprinkler certification reports for work performed by a licensed contractor.**  
You are therefore ordered to: Provide annual testing documentation.  
Code Section(s) in Violation: CFC 901.6
- 4. Provide annual fire alarm certification reports for work performed by a licensed contractor.**  
You are therefore ordered to: Provide annual testing documentation.  
Code Section(s) in Violation: CFC 901.6
- 5. Provide annual certification for private fire hydrants.**  
You are therefore ordered to: Provide annual testing documentation.  
Code Section(s) in Violation: CFC 901.6
- 6. The fire hydrant located on the Northeast side of the property doesn't include any vehicular protection.**  
You are therefore ordered to: Install approved bollards.  
Code Section(s) in Violation: CFC 111.4
- 7. Install approved caps at all fire department connections.**  
You are therefore ordered to: Install caps.  
Code Section(s) in Violation: NFPA 13
- 8. Structure has been boarded up, exceeding the permitted duration. Vagrants continue to enter the building.**  
You are therefore ordered to: Repair/replace windows and ensure the vacant building is properly secured.  
Code Section(s) in Violation: CBC 116.1
- 9. Graffiti observed in multiple locations of the building.**  
You are therefore ordered to: Remove all graffiti from interior and exterior of the property.  
Code Section(s) in Violation: IPMC 302.9
- 10. Unable to determine where the fire sprinkler riser is located.**  
You are therefore ordered to: Install an approved signage on the exterior of the building directing first responders to the locations of the risers.  
Code Section(s) in Violation: CFC 509.1



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Community Development Department

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**ADMINISTRATIVE FINES:**

An administrative fine may be issued in an amount not to exceed one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for the second violation and five hundred dollars (\$500.00) for the third and any subsequent violation of the same provision within a twelve-month period commencing on the date of the first violation as set forth in the L.M.C. 8.30.020.

Any person who violates any of the provisions of this chapter is guilty of a misdemeanor, which may be prosecuted as an alternative to other remedies contained herein, and which is punishable by a fine not exceeding one thousand five hundred dollars or by imprisonment not exceeding six months, or by both such fine and imprisonment (L.M.C. 8.22.110).

**APPEAL PROCEDURES:**

Any recipient of an administrative citation may contest that there was a violation or that he or she is the party responsible for committing the violation by filing a complete and proper appeal of the administrative citation with the citing officer pursuant to L.M.C Chapter 8.30.

If you have any questions or require any additional information, please feel free to contact me at (707) 263-5615 x202. Office hours are 8:00 am to 5:30 pm, Monday through Thursday.

Sincerely,

Bethany Moss  
Chief Building Official

ATTACHMENT 2 C

NOTICES TO ABATE

March 13, 2023



**CITY OF LAKEPORT**  
Community Development Department

225 PARK STREET  
LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.5615 x202  
FAX 707.263.8584  
E-MAIL [bmoss@cityoflakeport.com](mailto:bmoss@cityoflakeport.com)

March 13, 2023

Donica LLC  
c/o Matt Riveras  
114 Pierce St  
Santa Rosa CA 95404

Donica LLC  
c/o Matt Riveras  
PO Box 2063  
Windsor CA 95492

**Case # CE2022-00046**  
**Parcel # 025-472-05**  
**Effective Date: 3/9/2023**  
**Compliance Date: 4/9/2023**

## NOTICE TO ABATE NUISANCE

As a result of multiple inspections of the property located at: **872 – 896(a) Lakeport Blvd, California 95453** on July 11, 2022, August 18, 2022, September 15, 2022, February 24, 2023 and March 3, 2023, the Building and Code Enforcement Divisions in conjunction with the Lakeport Fire Protection District have determined the property to be substandard pursuant to the provisions of the City of Lakeport Municipal Code (L.M.C.) Chapter 15.04 and the 2022 California Fire Code.

Based on the violations below, a full structural investigation, analysis, and evaluation shall be conducted by a licensed Structural Engineer. This requirement is incumbent upon Donica LLC, as the owner of record.

You are ordered to secure the representation of a licensed Structural Engineer and provide an extensive report of the investigation, analysis, and evaluation (including the below requirements) within 30 days from the effective date of this order.

### VIOLATION(S):

1. The roof on the Northeast portion of the Vista Point Shopping (previously known as Lakeside Lanes) has collapsed. This is the second roof collapse on record for this structure.



## CITY OF LAKEPORT

Community Development Department

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City staff has determined that the condition causing the nuisance is imminently dangerous to human health, life, or limb, or is unsafe, or is detrimental to the public health or safety, and therefore staff has ordered that the building or structure affected be vacated, pending the correction or abatement of the conditions causing the nuisance.

**You are therefore ordered to provide the following findings:**

1. Provide analysis indicating the "as-built" condition of the roof framing has adequate capacity for the superimposed dead, live, snow, and wind loads in compliance with the current California Building Code (CBC) and ASCE-7; including site-specific ground snow case study requirements. This includes, but is not limited to plywood decking, 2x sub-framing, truss joists, glulam beams, and wall and column supporting elements. The capacities of all connections of these elements shall be verified as well.
2. Provide further documentation and analysis indicating the current condition of the roof framing has adequate capacity for the loading demands listed in Item 1. This includes, but is not limited to, forensic investigation and in-situ materials testing indicating that the currently observed deterioration to the structural elements of the roof system has not significantly altered the capacities calculated in Item 1.
3. Provide analysis indicating the "as-built" condition of the roof framing system has adequate capacity and a sufficiently redundant lateral load carrying capacity for conformance with either the current ASCE-7 or ASCE-41 seismic demands. This includes, but is not limited to, the plywood decking to perform as a structural diaphragm, connections from the diaphragm to lateral elements, and all roof framing and associated connections intended to provide adequate lateral bracing to walls; and all wall elements used in the lateral load resisting system. Stability of freestanding walls shall be verified.
4. Provide further documentation and analysis indicating the current condition of the lateral system has adequate capacity for the loading demands listed in Item 3. This includes, but is not limited to, forensic investigation and in-situ materials testing indicating that the currently observed deterioration to the structural elements of the roof system and walls has not significantly altered the capacities calculated in Item 3.





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5. Identify point of failure in current roof collapse; and verify other areas of roof are not susceptible to similar type of failure. This includes, but is not limited to, structural analysis, forensic engineering, and in-situ materials testing considering the possibility of reduced element or connection strength due to deterioration.
  
6. Provide analysis and documentation indicating that the fire suppression, mechanical/electrical/plumbing (MEP), and architectural feature systems perform per the intent of the CBC and City of Lakeport Building Department permit processes and occupancy study requirements and have not been compromised by exposure to adverse conditions or deterioration.

Code Sections(s) in Violation (not limited to): IPMC 102.2, 102.6, 109.3, 109.4, 109.5, 111.1, 111.1.3, 111.1.5, 112.1, 301.3, 304.1, 304.2, 304.4, 304.5, 304.6, 304.7, 304.8, 304.9, 304.18, 305.1, 305.2, 305.3, 306.1, 504.1, 504.3, 605.1, 701.2, 703.1, 703.2, 703.3, 703.3.1, 704.1, 704.3, 704.5, CFC 114.1, CFC 114.2, CBC 116.1, 116.5

In addition to the above requirements due to the second roof collapse of the structure, violations from the previous Notice to Abate, dated September 29, 2022, are still not in compliance.

**1. Exposed electrical identified throughout property.**

You are therefore ordered to: Install approved electrical coverplates at all exposed junction boxes and wiring.

Code Section(s) in Violation: CFC 605.6

**2. Provide annual certification for private fire hydrants.**

You are therefore ordered to: Provide annual testing documentation.

Code Section(s) in Violation: CFC 901.6

**3. The fire hydrant located on the Northeast side of the property doesn't include any vehicular protection.**

You are therefore ordered to: Install approved bollards.

Code Section(s) in Violation: CFC 111.4



## **CITY OF LAKEPORT**

**Community Development Department**

**225 PARK STREET  
LAKEPORT, CALIFORNIA 95453**

**TELEPHONE 707.263.5615 x202  
FAX 707.263.8584  
E-MAIL [bmoss@cityoflakeport.com](mailto:bmoss@cityoflakeport.com)**

**4. Install approved caps and signage identifying all fire department connections.**

You are therefore ordered to: Install caps.

Code Section(s) in Violation: NFPA 13

**5. Structure has been boarded up, exceeding the permitted duration. Vagrants continue to enter the building.**

You are therefore ordered to: Repair/replace windows and ensure the vacant building is properly secured.

Code Section(s) in Violation: CBC 116.1

**6. Graffiti observed in multiple locations of the building.**

You are therefore ordered to: Remove all graffiti from interior and exterior of the property.

Code Section(s) in Violation: IPMC 302.9

Note, the deadline to appeal the September 29, 2022 Notice to Abate Nuisance has passed, but action to abate the nuisances listed above is still required immediately.

### **NUISANCE ABATEMENT HEARING:**

If the required abatement is not commenced within the time limit specified, staff will recommend to the City Council an order that the City complete abatement of said nuisance. The costs of such abatement shall become a charge against the premises and shall be made a special assessment against the premises pursuant to L.M.C. Chapter 8.22. Said special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary county taxes, and shall be subject to the same penalties, interest, and to the same procedures of foreclosure and sale in the case of delinquency as is provided for ordinary county taxes.

### **ADMINISTRATIVE FINES:**

An administrative fine may be issued in an amount not to exceed one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for the second violation and five hundred dollars (\$500.00) for the third and any subsequent violation of the same provision within a twelve-month period commencing on the date of the first violation as set forth in the L.M.C. 8.30.020.

Any person who violates any of the provisions of this chapter is guilty of a misdemeanor, which may be prosecuted as an alternative to other remedies contained herein, and



## CITY OF LAKEPORT

Community Development Department

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LAKEPORT, CALIFORNIA 95453

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which is punishable by a fine not exceeding one thousand five hundred dollars or by imprisonment not exceeding six months, or by both such fine and imprisonment (L.M.C. 8.22.110).

### APPEAL PROCEDURES:

Any recipient of an administrative citation may contest that there was a violation or that he or she is the party responsible for committing the violation by filing a complete and proper appeal of the administrative citation with the citing officer pursuant to L.M.C Chapter 8.30.

If you have any questions or require any additional information, please feel free to contact me at (707) 263-5615 x202. Office hours are 8:00 am to 5:30 pm, Monday through Thursday.

Sincerely,

Bethany Moss  
Chief Building Official

ATTACHMENT 2 D

NOTICES TO ABATE

October 16, 2023



**CITY OF LAKEPORT**  
Community Development Department

225 PARK STREET  
LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.5615 x202  
FAX 707.263.8584  
E-MAIL [bmoss@cityoflakeport.com](mailto:bmoss@cityoflakeport.com)

October 16, 2023

Donica LLC  
c/o Matt Riveras  
114 Pierce St  
Santa Rosa CA 95404

Donica LLC  
c/o Matt Riveras  
PO Box 2063  
Windsor CA 95492

**Case # CE2022-00046**  
**Parcel # 025-472-05**  
**Effective Date: 3/9/2023**  
**Compliance Date: FORTHWITH**

**SECOND NOTICE TO ABATE NUISANCE  
FORMAL ABATEMENT HEARING INFORMATION**

As a result of multiple inspections of the property located at: **872 – 896(a) Lakeport Blvd, California 95453** on July 11, 2022, August 18, 2022, September 15, 2022, February 24, 2023, March 3, 2023, April 20, 2023, June 13, 2023, August 15, 2023 and September 22, 2023, the Building and Code Enforcement Divisions in conjunction with the Lakeport Fire Protection District have determined the property to be a public nuisance and substandard pursuant to the provisions of the City of Lakeport Municipal Code (L.M.C.) Chapters 15.04 and 8.20, and the 2022 California Fire Code.

You are required to appear before the City Council at the Lakeport Council Chambers, 225 Park St. Lakeport CA 95453 on **November 7, 2023 at 6:00 p.m.** to show cause why the violation(s) should not be condemned as a nuisance and why such nuisance should not be abated by the City pursuant to L.M.C. Chapter 8.22. If the violation(s) below are abated prior to the hearing, you are still required to appear before City Council to describe how and when the violation(s) were abated.

If you do not abate the violation(s) prior to the hearing on November 7, 2023, staff will recommend the City Council adopt an order that the City complete abatement of said nuisance per L.M.C. Chapter 8.22. The costs of such abatement shall become a charge against the premises and shall be made a special assessment against the premises. Said special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary county taxes, and shall be subject to the



## CITY OF LAKEPORT

Community Development Department

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same penalties, interest, and to the same procedures of foreclosure and sale in the case of delinquency as provided for ordinary county taxes. Please refer to L.M.C. section 8.22.050 for additional procedures related to the hearing before the City Council.

**ABATEMENT HEARING DATE:** November 7, 2023 at 6:00 p.m. or as soon thereafter as the matter may be heard – City of Lakeport, Council Chambers: 225 Park St. Lakeport CA 95453

### CONTINUED VIOLATION(S):

- I. **The roof on the Northeast portion of the Vista Point Shopping (previously known as Lakeside Lanes) has collapsed. This is the second roof collapse on record for this structure.**

City staff has determined that the condition causing the nuisance is imminently dangerous to human health, life, or limb, or is unsafe, or is detrimental to the public health or safety, and therefore staff has ordered that the building or structure affected be vacated, pending the correction or abatement of the conditions causing the nuisance.

You are therefore ordered to:

1. Repair and restore the roof framing so that it has adequate capacity for the superimposed dead, live, snow, and wind loads in compliance with the current California Building Code (CBC) and ASCE-7; including site-specific ground snow case study requirements. This includes, but is not limited to plywood decking, 2x sub-framing, truss joists, glulam beams, and wall and column supporting elements. The capacities of all connections of these elements shall be verified as well with building permits issued by the City.
2. Repair and restore the roof framing system so that it has adequate capacity and a sufficiently redundant lateral load carrying capacity for conformance with either the current ASCE-7 or ASCE-41 seismic demands. This includes, but is not limited to, the plywood decking to perform as a structural diaphragm, connections from the diaphragm to lateral elements, and all roof framing and associated connections intended to provide adequate lateral bracing to walls; and all wall elements used in the lateral load resisting system. The stability of freestanding walls shall be verified as well with building permits issued by the City.



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3. Provide analysis and documentation indicating that the fire suppression, mechanical/electrical/plumbing (MEP), and architectural feature systems perform per the intent of the CBC and City of Lakeport Building Department permit processes and occupancy study requirements and have not been compromised by exposure to adverse conditions or deterioration.

Code Sections(s) in Violation (not limited to): IPMC 102.2, 102.6, 109.3, 109.4, 109.5, 111.1, 111.1.3, 111.1.5, 112.1, 301.3, 304.1, 304.2, 304.4, 304.5, 304.6, 304.7, 304.8, 304.9, 304.18, 305.1, 305.2, 305.3, 306.1, 504.1, 504.3, 605.1, 701.2, 703.1, 703.2, 703.3, 703.3.1, 704.1, 704.3, 704.5, CFC 114.1, CFC 114.2, CBC 116.1, 116.5

**II. The following items must be addressed to allow occupancy of Units D/E of the Vista Point Shopping Center 872 - 896a Lakeport Blvd. Lakeport CA 95453:**

1. Brace/shore the freestanding walls in Unit B as a seismic or wind event pose life safety dangers. Please submit engineered plans, including calculations. Obtain the required building permit prior to the installation of bracing/shoring. Once a permit is issued, schedule required inspections with the City of Lakeport.
2. Structural calculations from the report submitted by MKM Engineering need to be revised. Discrepancies identified on the following pages are as follows: Page 20: Diaphragm-to-Wall anchorage: Equation for FP per ASCE 7-16 includes term  $k_a$  for diaphragm flexibility; please revise to include. Page 21: Tier 1 Anchorage Checklist per Table 17-34 requires anchorage at diaphragm level consisting of steel anchors, dowels or straps that are developed into the diaphragm. The connections are required to have adequate stiffness to prevent subjecting ledgers to cross grain tension and failing prior to engaging the actual transfer detail per the Stiffness of Wall Anchor check also indicated in Table 17-34. This verification is required for each wall and each condition where applies. Therefore, for verification purposes the corresponding detail per the as-builts and photo verification of the field condition is required for each wall to justify conformance.

The following item were required to be addressed within 60 days:

1. Full analysis with recommended corrections by a licensed roof contractor of Units D/E/F/G. Provide a detailed work plan and timeline of needed repairs to Units D/E/F/G. The plywood and roofing membrane shall be tested in multiple



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- locations of the roof, including the findings report from the licensed roofing contractor as to the needed repairs and workplan.
2. Identify and address all structural deficiencies of the entire structure (units A-G) by a structural engineer including a full forensic analysis, detailed workplan, and timeline for the completion of repairs. This requirement is needed to address continued issues of further deterioration as requested in the Notice to Abate Nuisance dated March 13, 2023.
  3. Mold testing of saturated walls and flooring in unit F/G by a licensed mold testing company. If mold is identified due to the long-standing saturation, immediate removal will be required.

Code Sections(s) in Violation (not limited to): LMC 8.20.010, IPMC 102.2, 102.6, 109.3, 109.4, 109.5, 111.1, 111.1.3, 111.1.5, 112.1, 301.3, 304.1, 304.2, 304.4, 304.5, 304.6, 304.7, 304.8, 304.9, 304.18, 305.1, 305.2, 305.3, 306.1, 504.1, 504.3, 605.1, 701.2, 703.1, 703.2, 703.3, 703.3.1, 704.1, 704.3, 704.5, CFC 114.1, CFC 114.2, CBC 116.1, 116.5

**III. In addition to the above requirements due to the second roof collapse of the structure, violations from the previous Notice to Abate, dated September 29, 2022, are still not in compliance.**

**A. Exposed electrical identified throughout property.**

You are therefore ordered to: Install approved electrical cover plates at all exposed junction boxes and wiring.

Code Section(s) in Violation: CFC 605.6

**B. Provide annual certification for private fire hydrants.**

You are therefore ordered to: Provide annual testing documentation.

Code Section(s) in Violation: CFC 901.6

**C. The fire hydrant located on the Northeast side of the property doesn't include any vehicular protection.**

You are therefore ordered to: Install approved bollards.

Code Section(s) in Violation: CFC 111.4

**D. Install approved caps and signage identifying all fire department connections.**

You are therefore ordered to: Install caps.





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Code Section(s) in Violation: NFPA 13

**E. Structure has been boarded up, exceeding the permitted duration. Vagrants continue to enter the building.**

You are therefore ordered to: Repair/replace windows and ensure the vacant building is properly secured.

Code Section(s) in Violation: CBC 116.1; LMC 8.20.010

**F. Graffiti observed in multiple locations of the building.**

You are therefore ordered to: Remove all graffiti from interior and exterior of the property.

Code Section(s) in Violation: IPMC 302.9; LMC 8.20.010; LMC 9.09.010

NOTE: A certificate will be filed with the County Recorder noting the above substandard condition.

Any person who violates any of the provisions of LMC Chapter 8.22 is guilty of a misdemeanor, which may be prosecuted as an alternative to other remedies contained herein, and which is punishable by a fine not exceeding one thousand five hundred dollars (\$1,500) or by imprisonment not exceeding six months, or by both such fine and imprisonment (L.M.C. 8.22.110).

**ADMINISTRATIVE FINES:**

If the violations are not timely corrected, the City Code Enforcement Division may issue one or more administrative citations that require you to pay a fine in the amount specifically set forth in the municipal code and/or applicable statute, rule, code or regulation. Where no amount is provided, the administrative fine shall not to exceed one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for the second violation and five hundred dollars (\$500.00) for the third and any subsequent violation of the same provision within a twelve-month period commencing on the date of the first violation as set forth in the L.M.C. 8.30.020.

If you have any questions or require any additional information, please feel free to contact me at (707) 263-5615 x202. Office hours are 8:00 am to 5:30 pm, Monday through Thursday.

Sincerely,



**CITY OF LAKEPORT**  
Community Development Department

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*Bethany Moss*

Bethany Moss  
Chief Building Official

ATTACHMENT 2 E

NOTICES TO ABATE

October 31, 2023



**CITY OF LAKEPORT**  
Community Development Department

225 PARK STREET  
LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.5615 x202  
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October 31, 2023

Donica LLC  
c/o Matt Riveras  
114 Pierce St  
Santa Rosa CA 95404

Donica LLC  
c/o Matt Riveras  
PO Box 2063  
Windsor CA 95492

**Case # CE2022-00046**  
**Parcel # 025-472-05**  
**Effective Date: 3/9/2023**  
**Compliance Date: FORTHWITH**

**SECOND NOTICE TO ABATE NUISANCE**  
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You are required to appear before the City Council at the Lakeport Council Chambers, 225 Park St. Lakeport CA 95453 on **December 5, 2023 at 6:00 p.m.** to show cause why the violation(s) should not be condemned as a nuisance and why such nuisance should not be abated by the City pursuant to L.M.C. Chapter 8.22. If the violation(s) below are abated prior to the hearing, you are still required to appear before City Council to describe how and when the violation(s) were abated.

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- locations of the roof, including the findings report from the licensed roofing contractor as to the needed repairs and workplan.
2. Identify and address all structural deficiencies of the entire structure (units A-G) by a structural engineer including a full forensic analysis, detailed workplan, and timeline for the completion of repairs. This requirement is needed to address continued issues of further deterioration as requested in the Notice to Abate Nuisance dated March 13, 2023.
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**C. The fire hydrant located on the Northeast side of the property doesn't include any vehicular protection.**

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**D. Install approved caps and signage identifying all fire department connections.**

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Code Section(s) in Violation: NFPA 13

**E. Structure has been boarded up, exceeding the permitted duration. Vagrants continue to enter the building.**

You are therefore ordered to: Repair/replace windows and ensure the vacant building is properly secured.

Code Section(s) in Violation: CBC 116.1; LMC 8.20.010

**F. Graffiti observed in multiple locations of the building.**

You are therefore ordered to: Remove all graffiti from interior and exterior of the property.

Code Section(s) in Violation: IPMC 302.9; LMC 8.20.010; LMC 9.09.010

NOTE: A certificate will be filed with the County Recorder noting the above substandard condition.

Any person who violates any of the provisions of LMC Chapter 8.22 is guilty of a misdemeanor, which may be prosecuted as an alternative to other remedies contained herein, and which is punishable by a fine not exceeding one thousand five hundred dollars (\$1,500) or by imprisonment not exceeding six months, or by both such fine and imprisonment (L.M.C. 8.22.110).

### **ADMINISTRATIVE FINES:**

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Sincerely,





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*Bethany Moss*

Bethany Moss  
Chief Building Official

**ATTACHMENT 3**

**STRUCTURAL ENGINEERING REPORTS**

**INCLUDING SUB-ATTACHMENTS**

A – Kelsey Structural – Structural Assessment and Technical Memorandum

B – Kelsey Structural, September 29, 2023 – Comments to MKM Report dated  
September 8, 2023

C – Kelsey Structural, October 4, 2023 – Comments to “The Roofer” report dated  
September 23, 2023

D – MKM Report and Structural Calculations for repair of 894, April 11, 2023

E – MKM correspondence and Structural Calculations for repair of 872

**ATTACHMENT 3**

**STRUCTURAL ENGINEERING REPORTS**

**INCLUDING SUB-ATTACHMENTS**

A – Kelsey Structural – Structural Assessment and Technical Memorandum

# Vista Point Shopping Center

## Structural Assessment

---

### Technical Memorandum

Date:

April 18, 2023

Prepared for:

Bethany Moss Childers  
Chief Building Official  
City of Lakeport, California

Prepared by:

Dan Isaacs, SE  
Senior Structural Engineer

Reviewed by:



Guy Kelsey, SE  
Principal

**KELSEY STRUCTURAL**  
8064 Allison Ave. No. 1706  
La Mesa, CA 91942-9994  
Phone: 619.920.1262

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# 1 Executive Summary

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Kelsey Structural has responded to a request from the City of Lakeport (City) to observe a partial roof collapse that occurred at the Vista Point Shopping Center located at 802-896 Lakeport Blvd. in Lakeport, California.

Our understanding is the Vista Point Shopping Center was constructed in 1981 and is comprised of six adjoined buildings with shared-wall and flat-roof construction. The structural systems, materials, and detailing are similar for each of the six buildings, including the wood roof systems. The buildings are privately owned and were purchased from the City in the mid-2000s. Of the six buildings, two are currently leased, three are unoccupied (one with the current collapse), and one had the roof demolished due to a previous collapse and is also unoccupied. Due to the roof collapse occurring in the eastern unoccupied building, the City temporarily restricted access to all buildings, including the currently leased and occupied buildings located to the west of the collapse.

The building roofs are relatively flat with a roof slope of 1/8 inch per foot. Standard practice for new construction typically consists of a minimum slope of twice this amount, 1/4 inch per foot. Due to the large roof areas and variations that can occur during construction, flat roof structures are more susceptible to water ponding due to inadequate drainage during rain events. Additionally, regular maintenance to the roofing membrane and flashing is critical to overall long term roof performance where the above known vulnerabilities occur. When minimal maintenance is performed and roof membrane deterioration occurs, water infiltration leads to moisture damage and deterioration of structural elements, with wood framing being highly susceptible to softening and material strength loss.

Dan Isaacs of Kelsey Structural performed a preliminary site visit on March 1, 2023, accompanied by City staff to observe the area of the roof collapse at the eastern building; however, access was not possible at the time of the site visit. City staff provided access to the three western buildings, including the currently leased area. Observations of the three western buildings revealed weather and moisture damage, water infiltration, and leaking of the roof structures, indicating minimal building maintenance has been performed in recent years. Without observing the area of roof collapse directly, it was not possible to determine the exact cause of failure, and Kelsey Structural recommended at the time that the buildings continue to remain unoccupied.

A follow-up site visit was performed on March 16, 2023, by Dan Isaacs, accompanied by the owner and City staff to observe the area of roof collapse in the eastern building. Observations of both the collapsed and surrounding framing in the building indicated signs of extensive weather and moisture damage, water infiltration, wood rot, and leaking of the roof structure. The collapse consisted of two 42" deep wood truss joists, which span between wood glulam beams. The cause of collapse appears to be a combination of a bearing and shear failure at the steel pin truss web to top chord connection point, due to water exposure leading to wood rot, deterioration, and material strength loss. Similar deterioration was observed at several exposed areas of the eastern building; therefore, the entire roof system may be susceptible to similar failures. Observed deterioration of the plywood has likely compromised its ability to function as a structural diaphragm during a seismic event; therefore, the structures are additionally subject to seismic vulnerabilities.

Due to the findings noted above and the increased risk of sustaining heavy damage or an additional collapse during a storm or seismic event, Kelsey Structural recommends the buildings continue to remain unoccupied until a complete forensic investigation, structural assessment, and analysis can be performed. Subsequent repair and retrofits can then be implemented to return the buildings to an occupiable state and help mitigate the possibility of future collapse. Until this work can be performed, it is also recommended that the partially collapsed roof at the eastern building be shored to prevent stress and unintended loading to adjacent structural elements which may cause additional failures or collapse.

Detailed findings of the assessment along with the corresponding recommendations are provided in the following sections.

## 2 Project Approach

The following project approach has been developed to help summarize the general approach, terminology, definitions and methods used to provide the structural assessment for the Vista Point Shopping Center structure.

### 2.1 Data Review and Structural Assessment Approach

Kelsey Structural has performed a structural assessment of the buildings to document the overall condition, with a focus on the roof framing. The structural assessment consisted of a review of existing record documentation and a site visit for observations of the existing structure. The site visits were performed by Dan Isaacs SE, accompanied by City staff, the owner, and owner’s engineer.

The site visits included visual observations of structural elements as observed from an interior and exterior walkthrough of the structures. All observation methods used were nondestructive in nature and primarily consisted of visual assessments and the use of tools such as a ball peen hammer, tape measure and similar hand tools.

The following documents were reviewed as a part of the scope of work and information from the existing drawings was used for the structural assessment:

- Record Drawings, titled, “Vista Point Shopping Center, Northeast Corner of Lakeport Boulevard and Bevins Street, Lakeport, Lake Co., California,” by Jong/Heiser, dated 01/1981.
- Record Drawings, titled, “Trus Joist Installation Information: Vista Point Shopping Ctr – All Buildings,” by Trus-Joist Corporation, dated 04/1981.

Field notes and photographs were taken to document the condition of each structural element that was observed. Photographs can be found in Appendix A.

In performing the condition assessment, a condition rating was assigned to each structure or element that was observed with general condition ratings of “excellent”, “good”, “fair” and “poor” as defined in Table 1 below. The ratings reflect the observed condition at the time of the assessment and are assigned in line with industry standards and engineering judgement based on the information that can be obtained from a visual observation. Damage and deterioration may progress further after the findings of this assessment are provided and additional recommendations and improvements may be warranted where substantial time lapses between when the assessment and rehabilitation occur.

**Table 1. Structural Condition Rating System**

Condition	Description
Excellent	Elements with no damage or deterioration observed. Typically, new construction only.
Good	Elements with minimal damage or deterioration observed. No immediate action required.
Fair	Elements with minor to moderate damage or deterioration observed. Continue to monitor or repair in near future.
Poor	Elements with severe damage or deterioration observed. Repairs/replacement shall be performed as soon as possible.

### 3 Structural Assessment Findings

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The structure assessment of the Vista Point Shopping Center was performed over two observations on March 1, 2023 at 10:30am and March 16, 2023 at 11:00am. Both lasted approximately 3.0 hours. Referenced photos may be found in Appendix A. Figures may be found in Appendix B.

The Vista Point Shopping Center Structure was constructed in 1981; and in accordance with the 1976 Uniform Building Code (UBC). It consists of six (6) adjoined buildings with shared-wall and flat-roof construction. The buildings will subsequently be referred to as Buildings A through G per Figure 1; with the collapse occurring in the northwest portion of Building A. The roof of Building B was demolished in the mid-2000s due to a previous roof collapse. Buildings D and E comprise the currently leased and occupied areas prior to the collapse.

The total area of the six buildings is 98,400 square feet; with Building A being the largest at 40,200 square feet; Building B at 26,600 square feet; Building C at 17,760 square feet; Building D at 6,400 square feet; and Buildings E/F/G with the remaining 7,440 square feet. The roof systems consist of ½ inch plywood decking supported on 2x6 sub-framing; which is supported by pre-manufactured wood trusses. The trusses vary in depth with a maximum of 42 inches; and consist of split top and bottom chords with steel bar diagonal web elements. The web elements are connected to the chords via an embedded steel pin. The trusses typically span between 30'-0" and 44'-0". The trusses are supported by glue-laminated beams (glulam beams), which are supported by steel columns. The glulam beams are typically nine (9) inches wide by approximately 26 inches deep. Splices occur either over the columns or 10'-0" from columns where a depth change occurs between glulam beams. The steel columns are typically 5-inch or 6-inch diameter pipes or square tubes and are embedded in the CMU walls around the building perimeters. Where the trusses or sub-framing connect to the walls; bearing support is provided by a continuous 4x6 or 4x12 ledger bolted to the walls.

The lateral load resisting system consists of plywood decking acting as a structural diaphragm, nailed to the framing and perimeter ledgers. The ledgers act as the transfer elements and are bolted into the reinforced CMU shear walls. The walls are typically full-grouted 8-inch or 12-inch masonry block. The 8-inch walls typically have a single layer of reinforcing consisting of #5 at 24 inches on center vertical and #5 at 48 inches on center horizontal. The 12-inch walls are reinforced with two (2) layers of #4 at 16 inches on center vertical and #4 at 32 inches on center horizontal. The walls are supported by continuous concrete wall footings.

The building roofs are relatively flat with a roof slope of 1/8 inch per foot. Standard practice for new construction typically consists of a minimum slope of twice this amount, 1/4 inch per foot. Due to the large roof areas and variations that can occur during construction, flat roof structures are more susceptible to water ponding due to inadequate drainage during rain events. Additionally, regular maintenance to the roofing membrane and flashing is critical to overall long term roof performance where the above known vulnerabilities occur. When minimal maintenance is performed and roof membrane deterioration occurs, water infiltration leads to moisture damage and deterioration of structural elements, with wood framing being highly susceptible to softening and material strength loss.

The overall condition of the Vista Point Shopping Center is summarized in Table 2 below, followed by the detailed condition summaries below for each building observed.



**Table 2. Condition Assessment Summary**

Building	Rating
Building A	Poor
Building B	Poor
Building C	Poor
Building D/E	Fair
Building F/G	Poor
<b>OVERALL</b>	<b>Poor</b>

### 3.1 Observations and Findings

#### Building A

Building A has an overall condition rating of Poor. Building A is the largest structure and the location of the roof collapse. The collapse occurred in the northwest area of the building per Figure 2, between Grids 3 and 4 and Grids E and D. The collapse consisted of three (3) bays of decking and sub-framing; and the supporting two (2) truss joists. The truss joists were supported by glulam beams running east-west. The collapse area is therefore approximately 24'-0" by 40'-0" (Photos 1 and 2).

The collapse appears to have initiated in the top chord of the truss joist; at the end near the support at the junction of the chord, the second and third steel bar diagonal web elements (Figures 3 and 4). The diagonal elements were embedded in the chord and connected with a steel pin (Photo 3). The steel pin is required to bear against the wood chord to transfer the imposed load between the web members. Deterioration and material strength loss due to long term water exposure and saturation caused a bearing failure against the top chord, causing it to break apart (Photos 4 and 5); leading to a shear-type failure in the truss joist and initiating the collapse. This failure type was observed in both truss joists in a similar location, at opposite ends. Photo 6 shows visible deteriorated wood fibers on the first top pin with the split top chord visible above; indicating the likely failure point. The collapse is therefore considered to be caused by a reduced capacity of the truss joist members due to deterioration and wood rot; coupled with an increase over the typical loading the trusses had previously experienced due to higher-than-normal snow and wind loads during a storm event. This failure is likely only able to occur when the roof framing has been subjected to long-term saturation and water exposure; and not due to a defect in the truss manufacturing or installation.

The plywood decking similarly showed signs of severe deterioration in and around the collapsed portion. The sheets of collapsed plywood remained largely intact (Photo 7); with the failure occurring at the nailed connections around the perimeter. Two primary failure types were noted: a bearing failure of the wood under the nail head (Photo 8), or an edge bearing failure (Photo 9). Withdrawal and severe rusting of nails from the nailer (a 2x member placed over the trusses or glulam beams to provide a uniform surface for the plywood) was also observed (Photo 10). These three failures are considered a brittle type failure in a seismic event; and can occur without warning and lead to a sudden loss of strength in the structure diaphragm and increase the likelihood of a partial or total collapse. The deterioration of the plywood observed throughout the structure is therefore also considered a seismic vulnerability.

No direct failure of the 2x6 sub-framing was observed; with the elements appearing to remain largely intact (Photo 11). Connection failures due to nail withdrawal in either the nailer seat or hanger seat were typically observed (Photo 12).

Observations of exposed areas throughout the structure showed similar signs of deterioration due to water exposure; and in several cases the framing was visibly saturated (Photos 13 and 14). Leaking is expected to be extensive during rain events; as significant puddling was observed on the floor (Photo 15). Visible deterioration and rot were observed in the same location as the suspected failure location of the collapse as described previously (Photos 16 and 17); indicating that the roof is susceptible to a similar type of collapse in other locations. Deterioration at glulam beam seats was also observed (Photo 18). The bearing capacity of the beam toe may be compromised; which reduces the load bearing ability and increases the likelihood of a shear failure collapse similar to the truss joist failure mechanism described above.

A mezzanine occurs in the back northwest corner of the building. The framing supporting this area shows severe deterioration and wood rot (Photo 19). This area is at risk of collapse if subjected to excessive foot traffic. Additionally, the ledger at the roof-to-wall connection is required to transfer seismic loads to the back wall, and deterioration of the ledger and bolts could contribute to a collapse of the mezzanine during a seismic event. The back wall appeared to be significantly saturated (Photo 20); with the enclosed area likely trapping moisture for long periods of time. Long term water intrusion and exposure can lead to corrosion of reinforcing steel and a loss of strength of the wall. Given the deficiencies noted; as well as the susceptibility of the roof to future collapse in multiple areas, Building A is rated Poor.

#### Building B

Building B has an overall condition rating of Poor. The roof of Building B was removed in the mid-2000s due to a roof collapse; therefore, the structure currently consists of the CMU walls and floor slab (Photo 21). Access to this area was not provided; therefore, limited observations could be performed. The freestanding walls at the front and back of the building were designed to be braced by the roof at the top of wall; however currently are required to resist wind and seismic loading as cantilever elements. Similarly, the foundations were not intended to be subjected to large overturning forces due to wind or seismic loading. The walls pose a collapse risk and a hazard to the surrounding parking areas. The walls on the east and west side of the building are shared with Buildings A and C; therefore, bracing to these walls is provided. Despite Building B being largely demolished; the freestanding walls are considered a hazard; therefore, the structure is rated Poor.

#### Building C

Building C has an overall condition rating of Poor. The roof of Building C differs in construction from the other buildings; as it lacks the 2x6 sub-framing. Instead, the deck is supported directly on the truss joists; which are shallower and are spaced approximately 3'-0" on center; rather than the 8'-0" standard spacing of the other buildings (Photo 22). The glulam and ledger wall supports; as well as the columns, are similar to the adjacent buildings.

The roof of Building C was largely exposed (Photo 23), with visible signs of water intrusion and deterioration (Photo 24). An area of concern includes the glulam beam supports in the shared wall on Grid 8, the formerly shared wall between Buildings B and C. Waterproofing of the removed sections was not provided, with visible daylight behind several glulam beams (Photo 25). Long-term water exposure appears to have deteriorated the toe of the glulam at the steel support (Photo 26), potentially compromising the load-carrying capacity. It was noted in Building A that the ceiling insulation appeared to trap moisture, which could lead to severe deterioration. The roof framing in the southwest corner adjacent to the shared wall with Building D is covered by a similar ceiling insulation (Photo 27). Cracking and signs of water intrusion were observed at the top of the CMU wall (Photo 28); however, it was not

possible to observe the condition of the roof framing, which is therefore an additional area of concern. Given the deficiencies noted, Building C is rated Poor.

#### Building D/E

Buildings D and E have an overall condition rating of Fair, and are currently leased and were occupied prior to the collapse. Limited observation was possible in this area due to the suspended ceiling, MEP equipment, and ceiling insulation. Evidence of water intrusion was observed in the southeast corner at Grid 12, as well as the shared wall with Building C (Photos 29 and 30). Efflorescence was noted in the approximate location of the wall cracking noted in Building C (Photo 31). Water intrusion and efflorescence were also noted at the back wall.

The top of the roof showed signs of ponding, particularly around the mechanical units (Photos 32 and 33). Flat roofs are prone to the ponding and water intrusion into the structures as discussed previously. Although not showing the same extent of deterioration as noted in the other buildings, water intrusion appears to be an ongoing issue.

#### Building F/G

Buildings F and G have an overall condition rating of Poor. The buildings currently consist of unused office space. Observations were limited to the northwest corner; where significant water intrusion was documented during a previous storm event. The framing showed similar signs of water intrusion and deterioration (Photos 34 and 35). The top of the roof showed similar signs of ponding as Building D (Photo 36).

## 4 Improvement Recommendations and Conclusions

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The overall condition of the Vista Point Shopping Center is rated Poor due to significant and extensive long-term water intrusion that has deteriorated the wood roof framing. Conditions that contributed to the collapse mechanism noted in Building A were also observed elsewhere in Buildings A and C, and are susceptible to a similar collapse during a future storm event. Furthermore, material strength loss in the plywood decking and ledgers due to water exposure can compromise the structure's lateral resisting system, resulting in an increased risk of heavy damage or collapse during a major seismic event.

Therefore, Kelsey Structural recommends the buildings remain unoccupied until a complete forensic investigation, structural assessment, and analysis can be performed. Subsequent repair and retrofits can then be implemented to return the buildings to an occupiable state and mitigate the possibility of future collapse. Future roof work should consider increasing the roof slope to decrease the likelihood of ponding and water intrusion. Until this work can be performed, it is also recommended to shore the framing around the collapsed roof portion in Building A to prevent additional stress and unintended loading to adjacent structural elements which may cause additional failures or collapse.

A complete forensic and structural assessment, as stated above, should include at a minimum the items listed below:

1. Provide analysis indicating the “as-built” condition of the roof framing has adequate capacity for the superimposed dead, live, snow, and wind loads in compliance with the current California Building Code (CBC) and ASCE-7; including site-specific ground snow case study requirements. This includes plywood decking, 2x sub-framing, truss joists, glulam beams, and wall and column supporting elements. The capacities of all connections of these elements shall be verified as well.
2. Provide documentation and analysis indicating the current condition of the roof framing has adequate capacity for the loading demands listed in Item 1. This includes forensic investigation and in-situ materials testing indicating that the currently observed deterioration to the structural elements of the roof system has not significantly altered the capacities calculated in Item 1.
3. Provide analysis indicating the “as-built” condition of the roof framing system has adequate capacity and a sufficiently redundant lateral load carrying capacity for conformance with either the current ASCE-7 or ASCE-41 seismic demands. This includes, but is not limited to the plywood decking to perform as a structural diaphragm, connections from the diaphragm to lateral elements, and all roof framing and associated connections intended to provide adequate lateral bracing to walls; and all wall elements used in the lateral load resisting system. Stability of freestanding walls shall be verified, or similarly bracing of these walls can be provided.
4. Provide documentation and analysis indicating the current condition of the lateral system has adequate capacity for the loading demands listed in Item 3. This includes, but is not limited to forensic investigation and in-situ materials testing indicating that the currently observed deterioration to the structural elements of the roof system and walls has not significantly altered the capacities calculated in Item 3.
5. Provide analysis and documentation indicating that the fire suppression, mechanical/electrical/plumbing (MEP), and architectural feature systems perform per the intent of the CBC and City of Lakeport Building Department permit processes and occupancy study requirements and have not been compromised by exposure to adverse conditions or deterioration.

## 5 Appendix A – Site Visit Photographs

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Photo 1 – Collapsed Roof, Building A



Photo 2 – Collapsed Roof, Building A



Photo 3 – Steel pin connecting truss diagonals, Building A

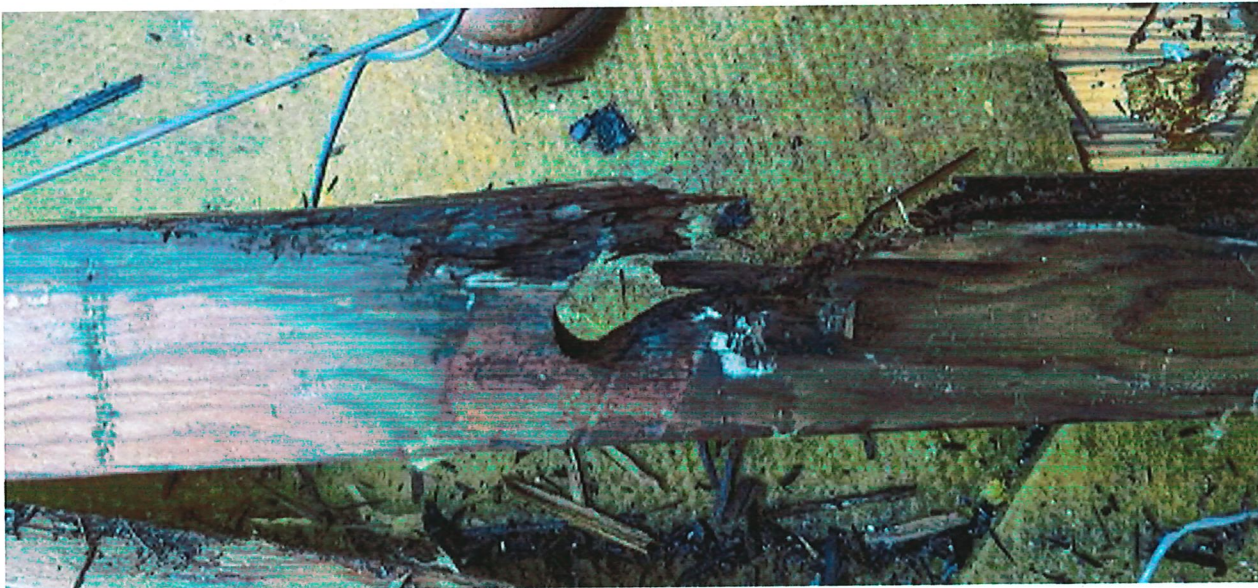


Photo 4 – Deteriorated truss top chord with pin bearing failure, Building A



Photo 5 – Deteriorated truss top chord with pin bearing failure, Building A



Photo 6 – Deteriorated top chord material visible on pin, Building A





Photo 7 – Plywood decking, Building A

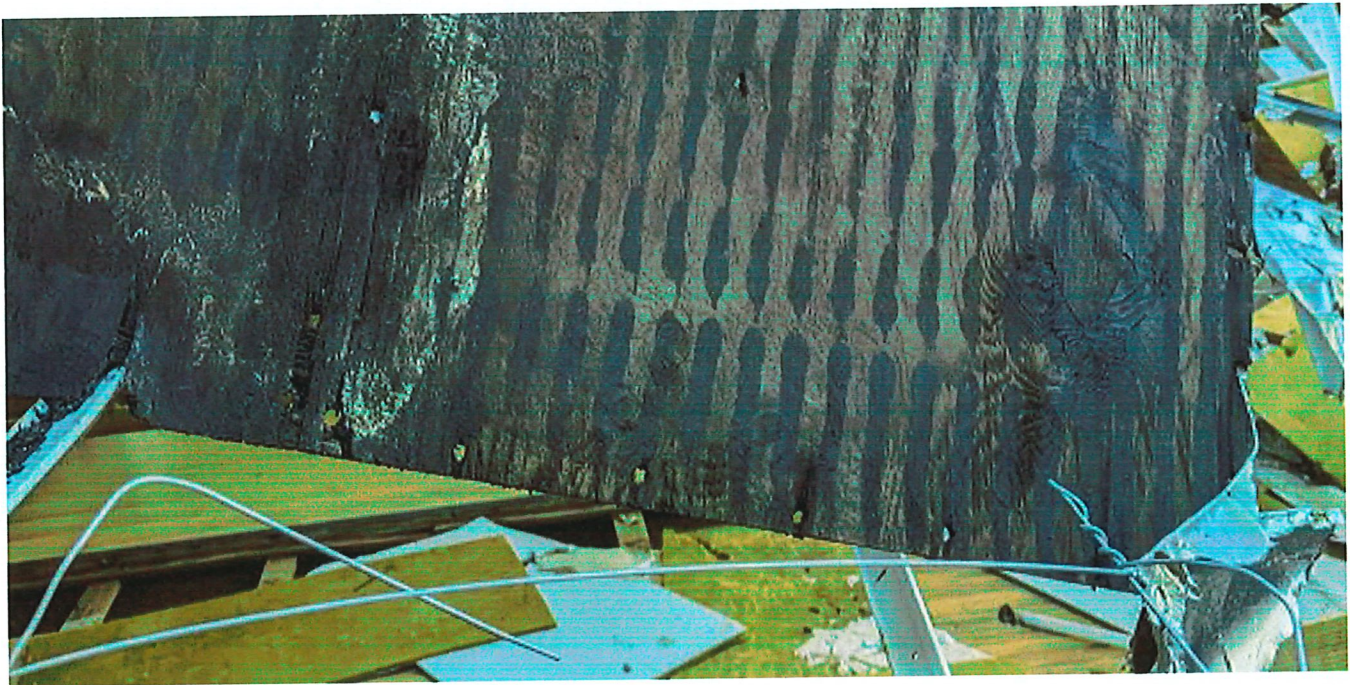


Photo 8 – Plywood/nail connection failure, Building A



Photo 9 – Plywood nail edge distance failure, Building A



Photo 10 – Corroded nail withdrawal, Building A



Photo 11 – 2x6 Sub-framing, Building A



Photo 12 – Sub-framing hanger, Building A



Photo 13 – Saturated framing, Building A



Photo 14 – Saturated framing, Building A



Photo 15 – Water collection at floor, Building A



Photo 16 – Framing deterioration, Building A



Photo 17 – Framing deterioration, Building A



Photo 18 – Glulam beam deterioration, Building A

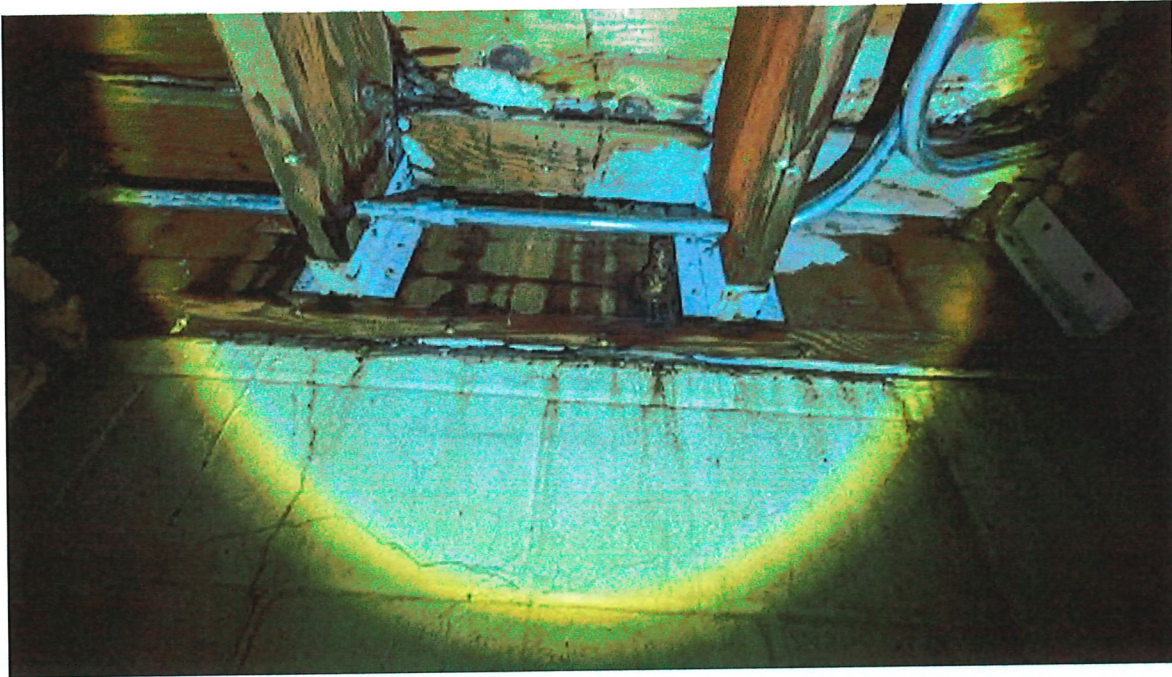


Photo 19 – Mezzanine framing, Building A



Photo 20 – Saturated back wall, Building A

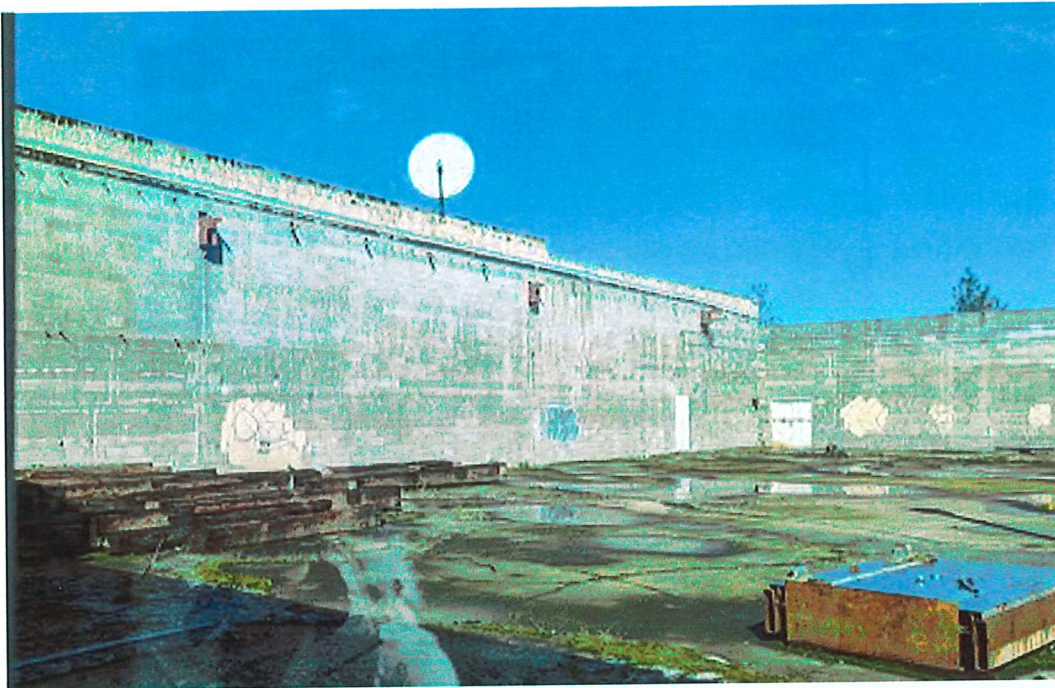


Photo 21 – Side and back wall, Building B



Photo 22 – Typical framing, Building C





Photo 23 – Main area, Building C

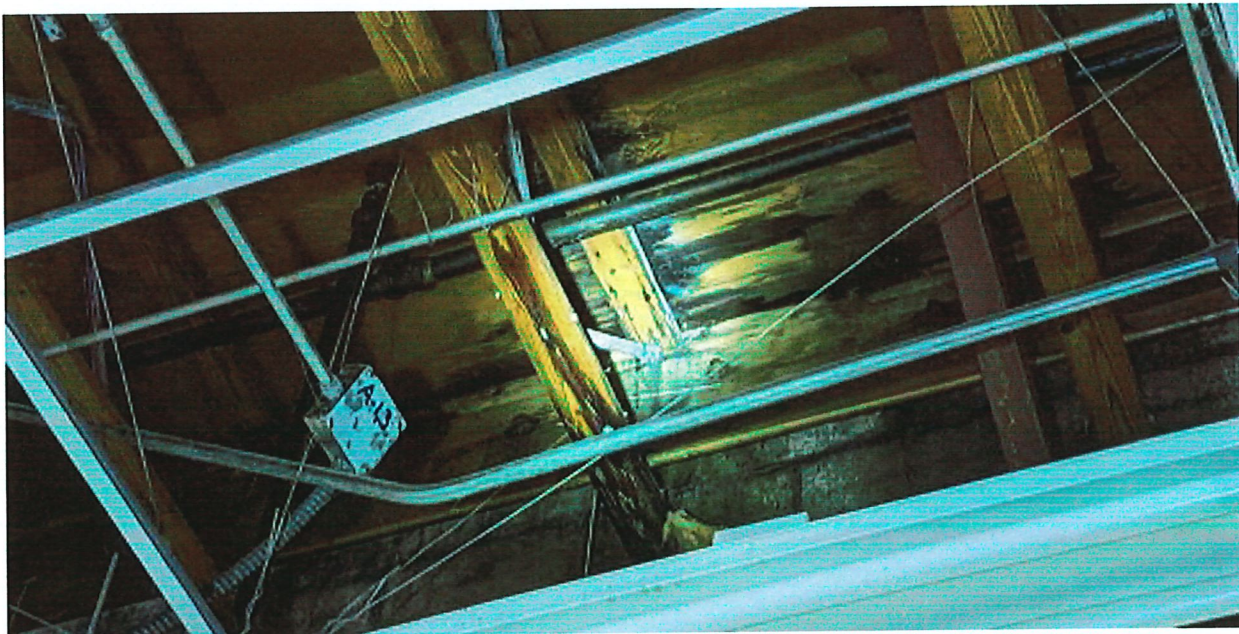


Photo 24 – Framing deterioration, Building C



Photo 25 – Visible daylight behind deteriorated glulam beam, Building C



Photo 26 – Glulam beam deterioration at toe, Building C



Photo 27 – Roof framing obstructed by insulation, Building C



Photo 28 – Wall deterioration, Building C



Photo 29 – Evidence of previous water intrusion, Building D

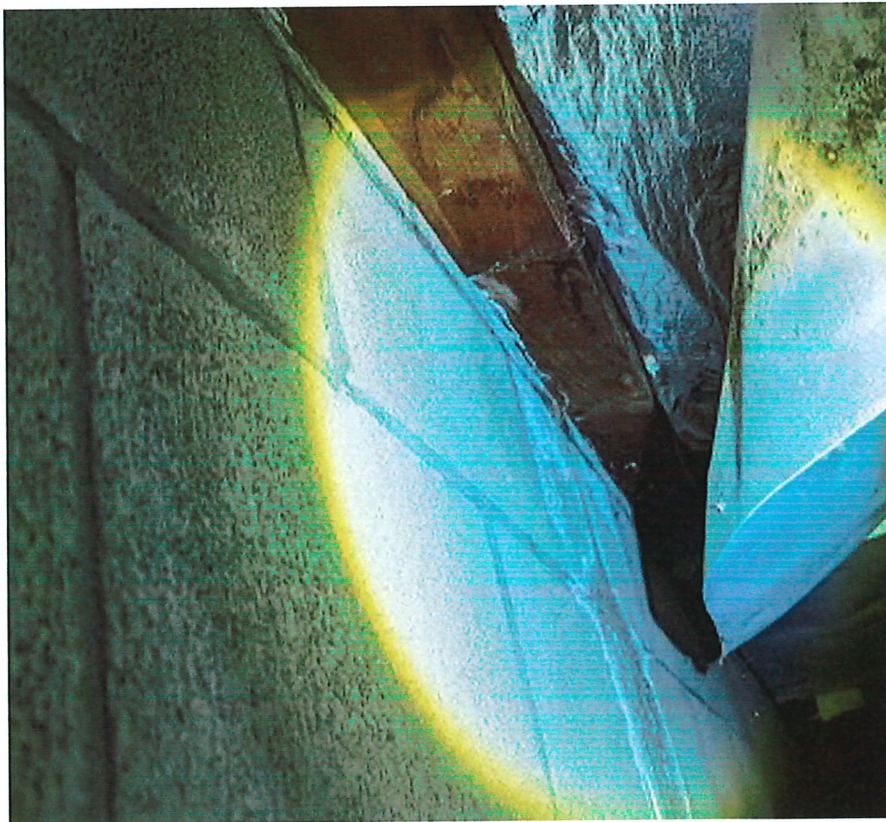


Photo 30 – Evidence of previous water intrusion, Building D



Photo 31 – Efflorescence at shared wall, Building D



Photo 32 – Ponding at roof, Building D

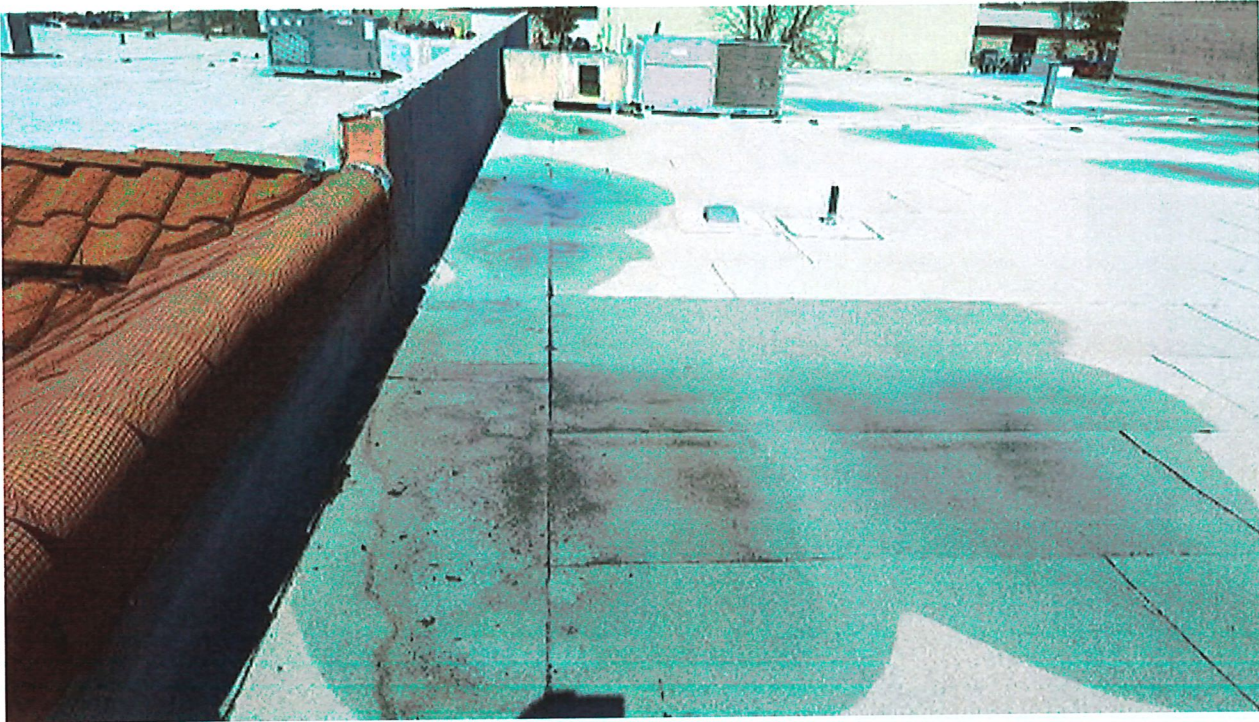


Photo 33 – Ponding at roof, Building D

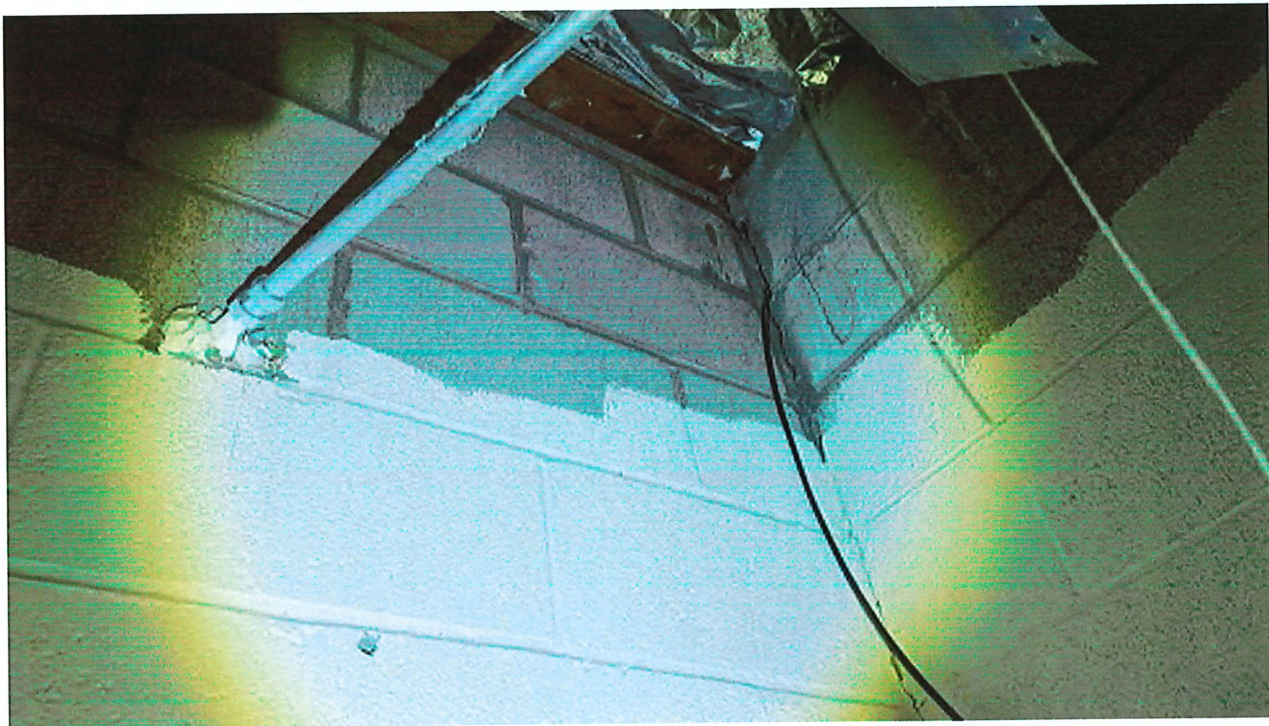


Photo 34 – Water intrusion, Building F/G

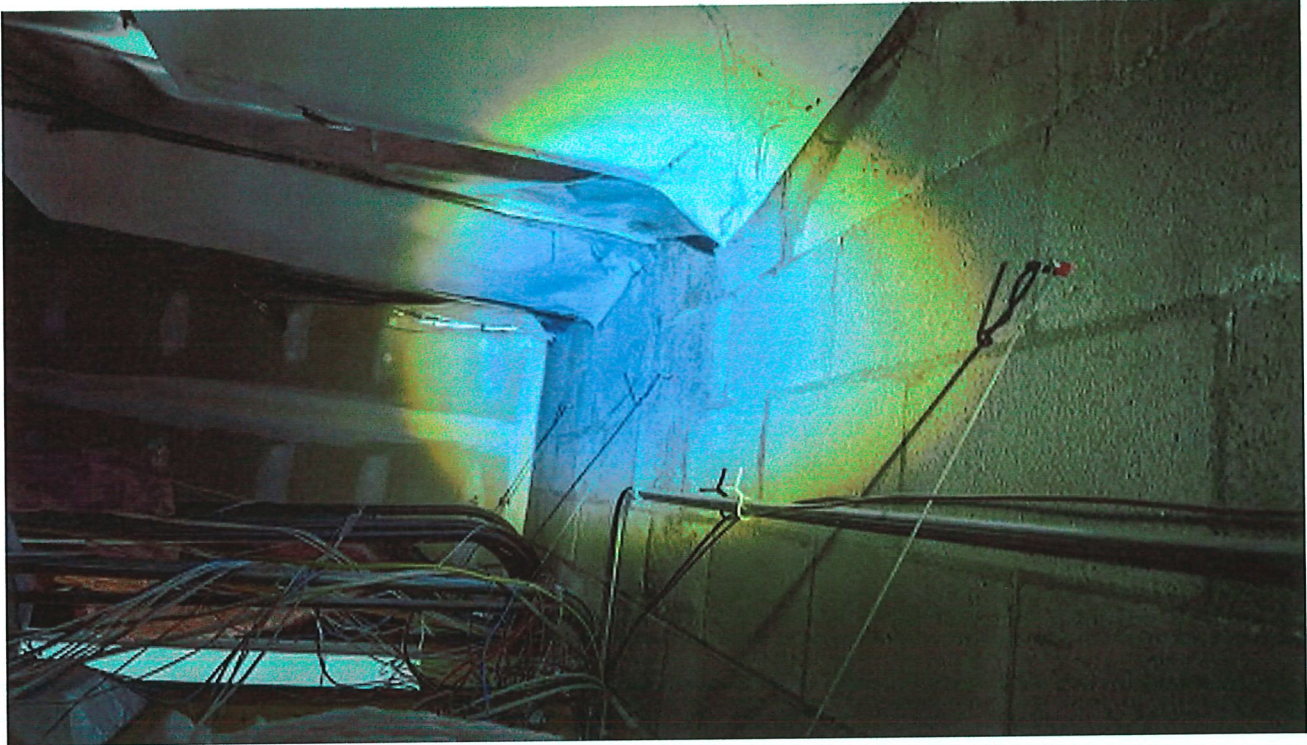


Photo 35 – Evidence of water intrusion, Building F/G

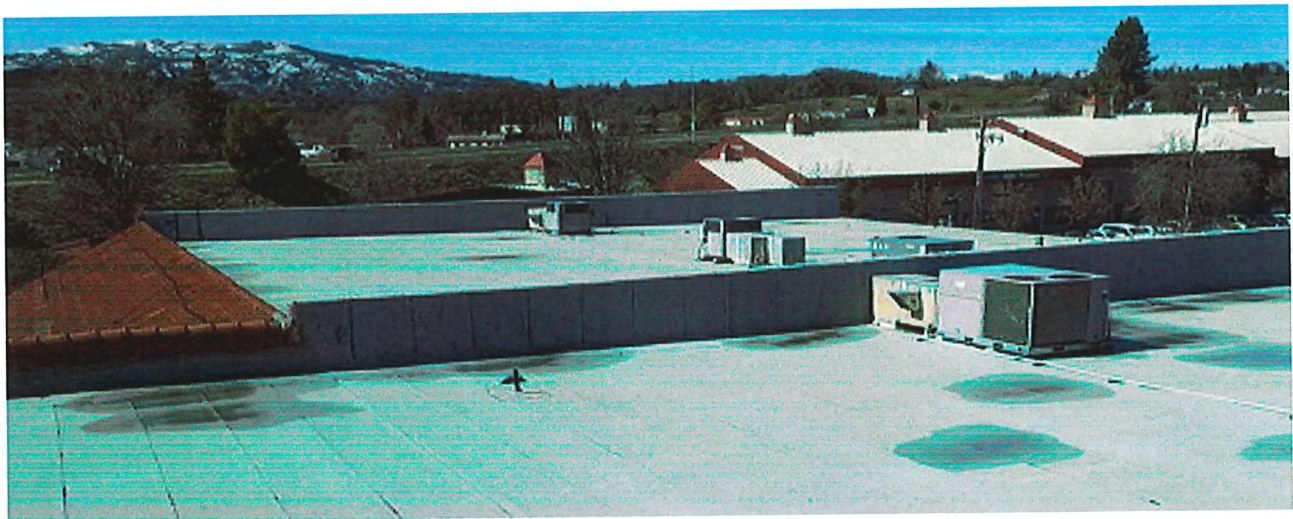


Photo 36 – Roof ponding, Building F/G

## 6 Appendix B – Figures

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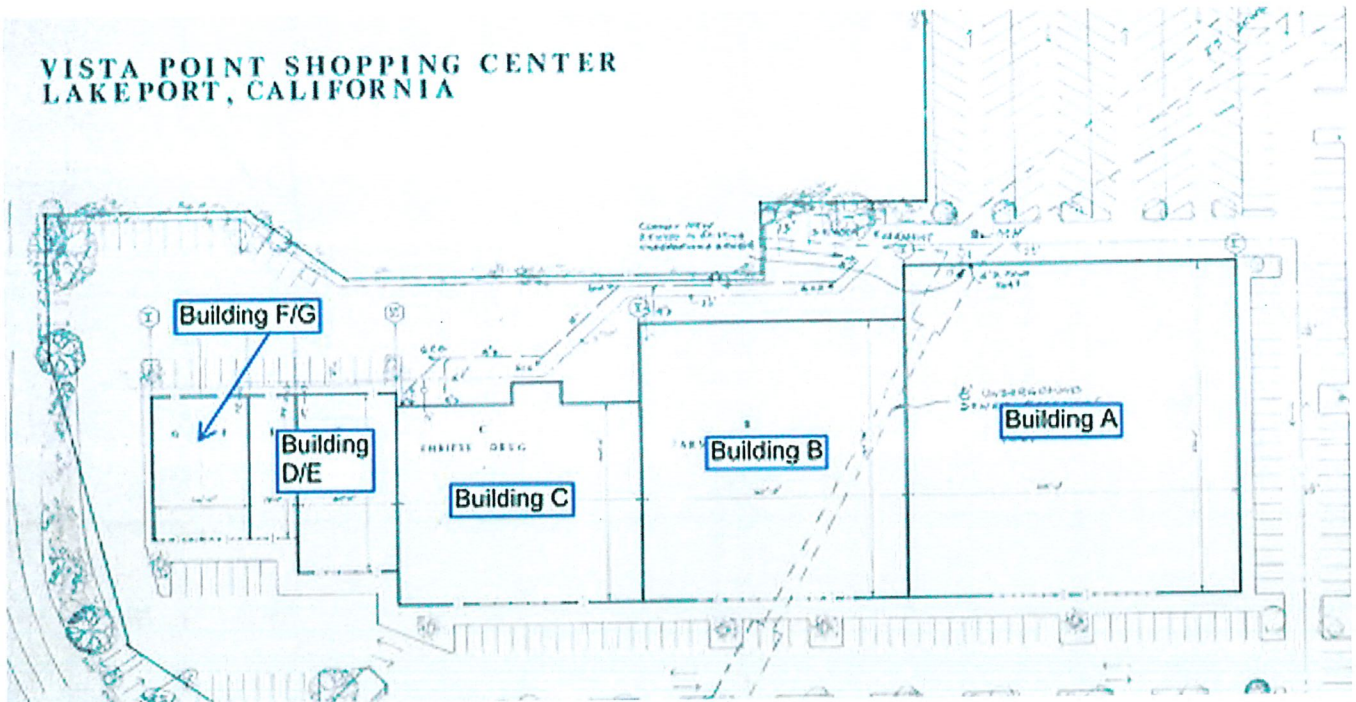


Figure 1 – Building Site Map

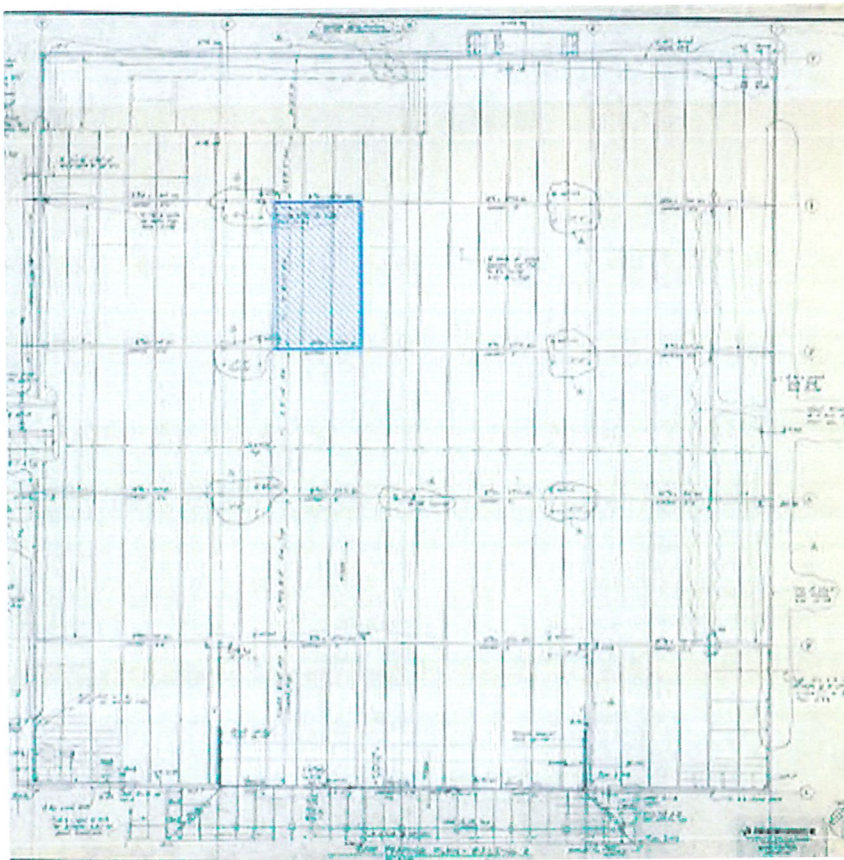


Figure 2 – Area of collapse, Building A

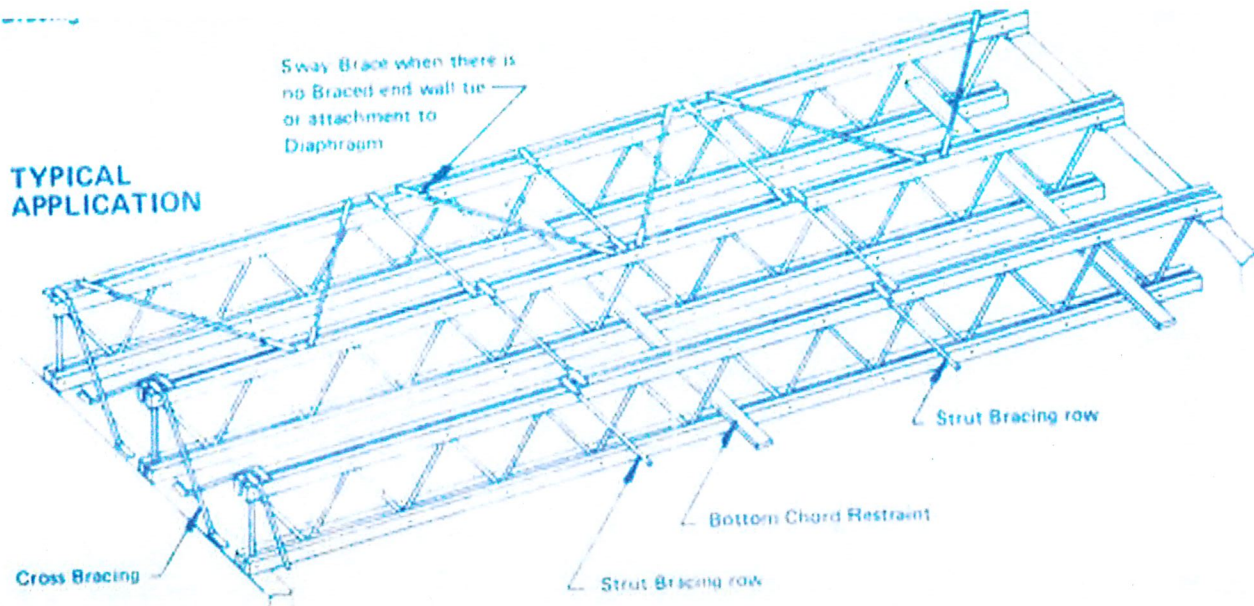


Figure 3 - Isometric of wood truss construction, all buildings

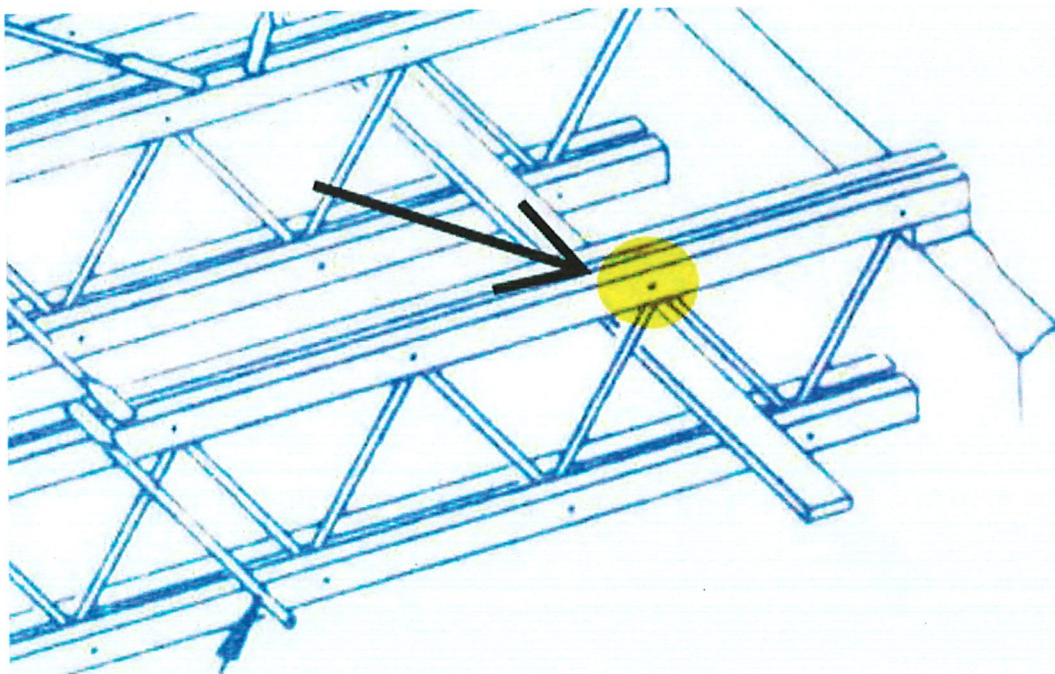


Figure 4 - Enlarged view of suspected truss failure point

**ATTACHMENT 3**

**STRUCTURAL ENGINEERING REPORTS**

**INCLUDING SUB-ATTACHMENTS**

B – Kelsey Structural, September 29, 2023 – Comments to MKM Report dated  
September 8, 2023



September 29, 2023

Bethany Moss Childers  
Chief Building Official  
City of Lakeport  
225 Park Street  
Lakeport, CA 95453

Subject: Vista Point Shopping Mall Building C Report Review

Dear Bethany Childers,


At the request of the City of Lakeport (City) Kelsey Structural (KS) has reviewed the report submitted by MKM titled "Building C Review (888)" dated September 8, 2023 (Report). The associated structural calculations dated August 11, 2023 were reviewed in conjunction with the Report. It is KS's understanding that the intent of the Report is to obtain City approval for the reoccupation of the Building C structure. The Report provides responses to the five (5) recommendations listed by KS in Section 4 of the Structural Assessment dated April 18, 2023 (Assessment) as conditions for re-occupation.

As stated in Section 3 of the Assessment, Building C was given a condition assessment rating of Poor; due in part to the openings in the CMU wall on Grid 8, the formerly shared wall between Buildings B and C. It appears that these sections of the building were exposed to weather when the demolition of the Building B roof occurred in the mid-2000s; with repairs to these areas not being provided at the time. As a result, the back of the glulam beams, as well as the steel cover plate connections; have been exposed to weather and possible water intrusion for approximately the past 15 years (refer to Photos 25 and 26 of the Assessment). Additionally, the noted deterioration of the glulam cover plates and efflorescence in the CMU walls below these connections can be indicative of corrosion of reinforcing or the embedded steel column elements; which can potentially lead to a loss of strength during a seismic event.

Report Conclusion to Recommendation 2 states as follows:

*"There is no visual forensic proof of deterioration that would cause roof failure. In the short term the framing corrections and roof patching will be adequate. In the long-term, review of the roof by a licensed roofing contractor and performance of regular maintenance will ensure structural integrity."*

As stated above, the bearing areas of the glulam beams, and associated steel connection elements remain a potential area of concern. The testing method indicated to have been used by MKM in the Report only applies to exposed wood areas, with the condition of the glulam under the steel cover plates not evaluated. Therefore, the condition and state of deterioration of the glulam beams in these areas remains unknown. KS recommends revising the language in this section of the Report to include provisions for more extensive evaluation and possible testing of these beams and connections as part of the scope of long-term structure rehabilitation.



Additionally, KS recommends the openings in the walls be repaired to prevent further exposure to weather and water intrusion.

Report Conclusion to Recommendation 3 states as follows:

*“From the calculations there is no danger of wall failure or roof collapse from a seismic event and the building is laterally stable. In the short-term and long-term building C requires no additional work.”*

The previous Report section as well as Sheet 18 of the provided structural calculations indicate that the out of plane wall anchorage system was found to be non-compliant, and that in-situ pull testing should be performed. KS recommends revising the language in this section of the Report to include provisions for conducting pull-tests as part of the scope of structure rehabilitation.

If you have any questions or need further information, please do not hesitate to call or email.

Respectfully,

Dan Isaacs, SE 6241

***Senior Structural Engineer***

ATTACHMENT 3  
STRUCTURAL ENGINEERING REPORTS  
INCLUDING SUB-ATTACHMENTS

C – Kelsey Structural, October 4, 2023 – Comments to “The Roofer” report dated  
September 23, 2023



October 4, 2023

Bethany Moss Childers  
Chief Building Official  
City of Lakeport  
225 Park Street  
Lakeport, CA 95453

Subject: Vista Point Shopping Mall Roof Inspection Report Review

Dear Bethany Childers,


At the request of the City of Lakeport (City) Kelsey Structural (KS) has reviewed the report submitted by "The Roofer" titled "Roof Inspection Report" dated September 23, 2023 (Roof Report). It is KS's understanding that the intent of the Roof Report is to provide documentation confirming the structural integrity of the roof of the Vista Point Shopping Mall, in accordance with the five (5) recommendations listed by KS in Section 4 of the Structural Assessment dated April 18, 2023 (Assessment) as conditions for re-occupation. However, the Roof Report pertains only to the superficial roof covering elements, and not structural elements; including the plywood decking and nailing.

The following documents are also referenced in this review:

- MKM: "Lake Family Resource Center Review" dated April 4, 2023 (MKM Report 1)
- MKM: "Building C Review (888)" dated September 8, 2023 (MKM Report 2)

For informational purposes pertaining to this review, the roof assembly is indicated in the construction drawings as a built-up roof membrane type; which is a composite system. The roof assembly typically consists of structural plywood deck under the roof covering elements. This consists of one or more layers of a base sheet (typically 28# underlayment); and cap sheets providing the finished surface. The underlayment is heated to an asphalt-like consistency with the cap sheets rolled over the top. Investigation of the collapsed portion of Building A confirms this is the roof assembly installed at the Vista Point Shopping Center (refer to photos 1, 2, 6, and 7 of the Assessment).

As stated in the Assessment, long-term ponding on the roof (the accumulation of standing water due to low-slope or variations in construction tolerances) can lead to water intrusion into the roof if proper maintenance of the system is not performed at regular intervals. This can allow for deterioration of the plywood and corrosion of the nails, which can compromise the load-carrying capacity of the plywood decking (refer to photos 8, 9 and 10 of the Assessment). In addition, the ability of the plywood decking to perform as a structural diaphragm in a seismic event can be compromised. This deterioration may not necessarily be visible or apparent from the underside of the roof deck (see photos previously referenced in the Assessment).



The investigation conducted in the Roof Report appears to be superficial in nature only, and is limited to the roof covering elements and not the structural elements. As stated previously, the roof assembly is a composite system; with the plywood decking providing a critical role in the load bearing and seismic resisting capabilities of the overall structure. Therefore, it is KS's recommendation that the Roof Report includes a complete investigation of the roof assembly, including inspection and evaluation of the top surface of the plywood decking, as well as the nailing to the supporting framing.

KS recommends at a minimum that the following areas be subject to further investigation, with the condition assessment of the plywood decking and nailing included as part of the evaluation.

- MKM Report 1 indicated three (3) areas (refer to Locations 2, 5 and 8 of Exhibit A) with noted plywood decking or framing deterioration.
- MKM Report 2 indicated two (2) areas (refer to Locations 4 and 5 of Exhibit A) with noted plywood decking or framing deterioration.
- KS Assessment noted the northwest corner of Building G as an area of concern due to the large volume of water intruding into the structure during a storm event (refer to Section 3 of the Assessment, as well as photos 34 and 35).

Due to the previously noted low-slope and ponding (refer to Section 3 of the Assessment), the City may require additional areas of investigation.

If you have any questions or need further information, please do not hesitate to call or email.

Respectfully,

Dan Isaacs, SE 6241

***Senior Structural Engineer***



**ATTACHMENT 3**  
**STRUCTURAL ENGINEERING REPORTS**  
**INCLUDING SUB-ATTACHMENTS**

D – MKM Report and Structural Calculations for repair of 894, April 11, 2023

April 11, 2023

File # 230115

Bethany Moss  
[bmoss@cityoflakeport.com](mailto:bmoss@cityoflakeport.com)  
CC: Matt Riveras  
[Matt@wealthinspirationnetwork.com](mailto:Matt@wealthinspirationnetwork.com)

Re: Lake Family Resource Center Review (894/896)  
872-896 Lakeport Blvd  
Lakeport, Ca 95453

Dear Bethany,

At the owner's request and the City of Lakeport, MKM & Associates provided site visits on March 6<sup>th</sup>, 16<sup>th</sup> 28<sup>th</sup>, 2023 to review the roof, **wall and lateral bracing** at the above referenced addresses. The purpose of our site review was to evaluate the condition of the roof and the building at Lake Family Resource Center **and the common elements with the adjoining units** to ensure there is no danger of roof framing collapse similar to 872 Lakeport. This will allow the city to remove the red tag and allow the tenant to occupy the space. The meeting on March 16<sup>th</sup> also included Bethany Moss (Chief Building Official), Kevin Ingram (City Manager) and Dan Isaacs (Kelsey Structural).

Our site review was a visual survey of exposed exterior and accessible interior areas **along with forensic testing of the material if warranted as noted in this report in the response to item #2 and shown in exhibit A and the structural calculations provided with this report.** We also reviewed the existing plans by Johg/Heiser architects and Leong-Razzano & Associates structural engineers dated February 11, 1980. These statements regarding the present structural condition and structural integrity can be made within these limitations.

The shopping center has 5 buildings in row sharing a **common** wall between the tenant spaces. The largest building on the east end is building A (872) where the roof collapse occurred. The building to the west with the roof missing is building B (880). The following space is building C (888). After that is Lake Family Resource Center named building D (894) & E (896) on the existing plans. The last space on the west end is building F/G (896).

The purpose of this letter is removing the red tag for Building D/E only as items in the city's notice to abate nuisance are valid for building A and additional work will be required for that structure.

The results of our review are as follows in response to the Notice to Abate Nuisance:

1. *Provide Analysis indicating the "as-built" condition of the roof framing has adequate capacity for the superimposed dead, live, snow and wind loads in compliance with current CBC and ASCE-7: including site specific ground snow case study requirements. The includes, but not limited to the plywood decking, 2x sub framing, truss joists, glulam beams, and wall and column supporting elements. The capacities of all connections of these elements shall be verified as well.*

**Response:**

Calculations have been provided for building D/E only to show the existing structural roof framing elements are structurally sound. Site specific snow loads, and the increased roof live loads as listed in the CBC where checked. The existing plywood, trusses, 2x purlins and beams were visually reviewed and found to not have water damage that could subject them to loss of strength as observed in building A. See response to item #5 for the point of failure to other roof occurred.

2. Provide further documentation and analysis indicating the current condition of the roof framing has adequate capacity for the loading demands listed in item #1. This includes but not limited to, forensic investigation and in-situ materials testing indicating that the current observed deterioration to the structural elements of the roof system has not significantly altered the capacities calculated in item 1.

**Response:**

- The initial review of building D/E was performed while it was raining, and the only water intrusion was found at the ledger above the rear door of building E. During the second review Dan Issacs pointed out some stains on the insulation covers near the front of the building sharing the wall with the building C. **No visual evidence was found that the leak was recent and testing in the area as described below and shown in exhibit A area #1 found no damage leading to the conclusion it was repaired a while ago.** Testing of water damaged wood consists of embedding a pick/knife into the stained or discolored wood to determine the damage depth. If the wood is found to be soft and offered little to no resistance it has been compromised. **Hard wood that doesn't allow penetration has not been damaged. The only leaks were found at area #2 and #5 of exhibit A with the findings and recommendations for correction. The leak in area #5 was patched since the initial finding. Area #2 will need to be patched.** Some water stains on ceiling tiles found in the rear room of building D was from a removed water tank leak per the tenant and no damage to the framing was observed. See Exhibit A for location and pictures of all testing. **The only other issue with the roof framing was at area #8 above entry door and the findings and repair is described in the exhibit.**

**Conclusion:**

**There is no visual or forensic proof of deterioration that would cause roof failure. In the short-term the framing corrections and roof patching will be adequate. In the long-term review the roof by a licensed roofing contractor and performance of regular maintenance will ensure structural integrity.**

3. Provide analysis indicating the "as-built" condition of the roof framing system has adequate capacity and a sufficiently redundant lateral load carrying capacity for conformance with either the current ASCE7 or ASCE41 seismic demands. This includes, but not limited to, the plywood decking to perform as a structural diaphragm, connections from the diaphragm to the lateral elements, and all roof framing and associated connections intended to provide adequate lateral bracing of the walls; and all wall element used in the lateral load resisting system. Stability of freestanding walls to be verified.

**Response:**

The original building plans for building D/E show metal angles with embed bolts into the CMU with a 2x10 @ 4'-0" that is tied back into the next bay with steel straps to provide out of plane tie into the diaphragm. This detail was found at the front and rear of the building. Along the side walls the metal angles with embed bolts are attached to 3x10 blocking at 4'-0" on center with a metal strap to tie blocking and develop the load into two bays. The details show in both cases edge nailing of the diaphragm into the framing members with 10d @ 4" on center spacing. For buildings B-G the walls are 8" CMU blocks with #5 vertical bars at 24" on center and #5 bars at 48" o.c. horizontally. Additional bars were added at the top bond beam, the edges, and corners. These meet minimum requirements for the wall. The freestanding walls only occur in Building B and should be braced with no roof present even with recent storms bringing higher than normal wind forces showing how well constructed the walls are built to resist such forces. Calculations provided show **that building D/E is compliant with the ASCE-41 evaluation with everything passing tier 1 except the out of plane steel ties which passed the current code.**

**Conclusion:**

**From the calculations there is no danger of wall failure or roof collapse from a seismic event and the building is laterally stable. In the short-term and long-term building D/E requires no additional work. In the short term Building B need to have the walls braced and in the long term the roof should be replaced, or the walls taken down.**

4. *Provide further documentation and analysis indicating the current condition of the roof framing has adequate capacity for the loading demands listed in item#3. This includes but not limited to, forensic investigation and in-situ materials testing indicating that the current observed deterioration to the structural elements of the roof system and walls has not significantly altered the capacities calculated in item 3.*

**Response:**

No visible damage and **no forensic findings to the roof plywood shown in exhibit A show deterioration** that would cause a reduction in capacity. It was noted during the second site review that there was a crack in the wall visible on the building C side of the common wall with building D. A review of the existing drawings found that a revision to the existing drawing occurred in this area and the crack appears to be a patch to hide a 3" steel pipe embed into the CMU wall. The original drawing had a W flange column to support a beam above. This was revised when the beam was stopped a bay short of the wall and the roof trusses were revised to 12" trusses @ 24" on center. The wall extends past the roof of building D and in that section some dampness is seen on the walls, this doesn't compromise the wall, but a waterproof membrane should be applied on the exterior to prevent this from getting into the wood members supported at the top. The top of the wall is also braced on the building C side with angle braces at approximately 6'-0" on center. Since the roof of building C is supported on the common wall with building D the roof framing bearing on the wall **was visually reviewed and forensic testing shown in exhibit A area #10** to see if the framing members have been damaged or had the possibility of failure and if so, could it endanger the tenants of building D. The building C framing in the last bay is not the typical panelized framing members of the rest building and is smaller more repetitive member as previously noted that show no damage. However, if there is water intrusion in the future that compromises the framing members resulting in failure the wall will withstand it without danger of collapse into building D. This is the only wall in the complex that is braced on both sides by a roof at different heights, this makes this the most stable wall in the complex.

**Conclusion:**

**Visual and forensic findings show there is no danger of the roof diaphragm losing structural strength do to deterioration. Since there has been no wall failures in the complex and a visual review shows no signs of decay or deterioration there is no justifiable reason for forensic testing of the walls. In the short-term building D/E requires no work, in the long term regular maintenance to the roof and waterproofing of the wall will ensure structural integrity.**

5. *Identify point of failure in the current roof collapse; and verify other areas of the roof are not susceptible to similar type of failure. This includes but not limited to, structural analysis, forensic engineering and in-situ materials testing considering the possibility of reduced element of connection strength due to deterioration.*

**Response:**

The roof collapsed in building A because leaks in the roof allowed water to saturate the wood members of the truss. Once the wood became saturated it lost strength and when the roof was loaded with the uniform snow load the weight became too much for the truss and the pins holding the web and chord members ripped out of the wood causing the truss to fail. Several other areas of the roof in building A show similar conditions with heavily saturated plywood, sub purlins and truss members. The water saturated plywood is near the glulam beams and will need to be removed so the top of the beams can be tested. The glulam beams are cantilevered and the tension zone at the top could have been compromised reducing the capacity to hold the adjoining beam which could cause large scale damage if it were to fail. It is recommended that no one be allowed on the roof at this time. A demo permit will be required, and the damage areas should be removed from below or if from above the workers have fall prevention gear. Once all the damaged areas are exposed and reviewed comprehensive repair drawings will be created and submitted to the building department

Building G had a significant leak in the rear corner and the framing there should have additional testing prior to any occupancy. Building C had a couple small leaks and they looked to be at mechanical equipment.

**Conclusion:**

In the short-term building A should have demo work performed to allow a comprehensive structural review of the framing and lateral system. In the long term for building A plans will be developed and repairs to the building made to allow occupancy.

Item#6 is MEP and nonstructural.

In summary of the individual building department concerns for building D/E the roof is not in imminent danger of collapse, and it is recommended in the short term that the red tag be removed immediately, and occupancy granted to the tenants. The walls are sound and tied capably into the roof diaphragm as demonstrated in this report and exhibit A. In the long term after the wet weather subsides the roof material should be reviewed by a roofing contractor if it needs to be replaced or if the patches in the rear are acceptable. All leaks in buildings C-G were found against the rear wall and should be reviewed by the roofer.

The owner will work with the city in the short-term to get the roofs reviewed and occupancy for C, F & G while in the long-term a comprehensive set of repair plans and testing for building A is done during the dry months.

I hope this will provide you with the information you require at this time. Please call if you have any questions or require additional information.

Sincerely,

MKM & ASSOCIATES  
A California Corporation

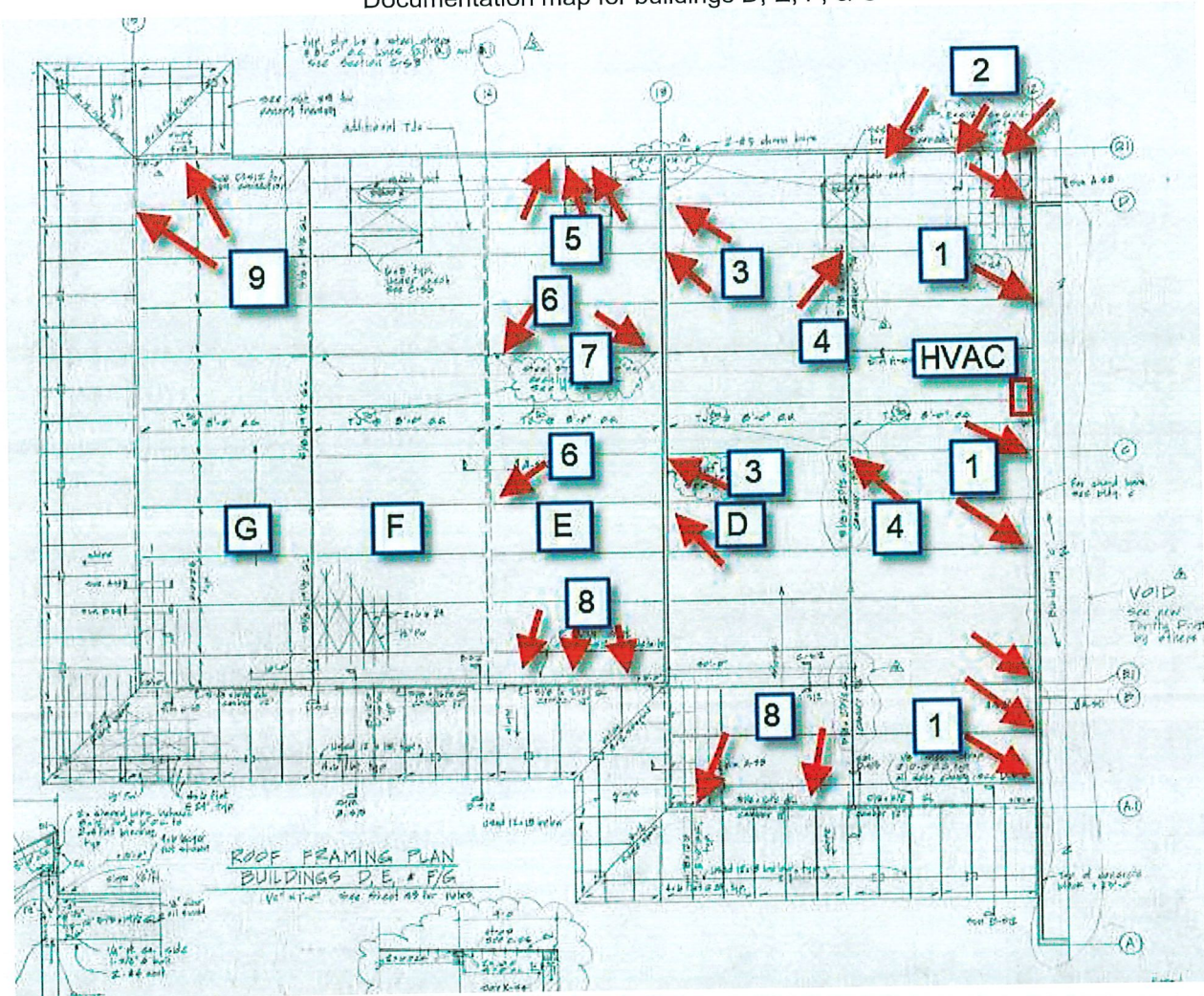
  
Josh Wallace



Attached: Exhibit A

### Exhibit A

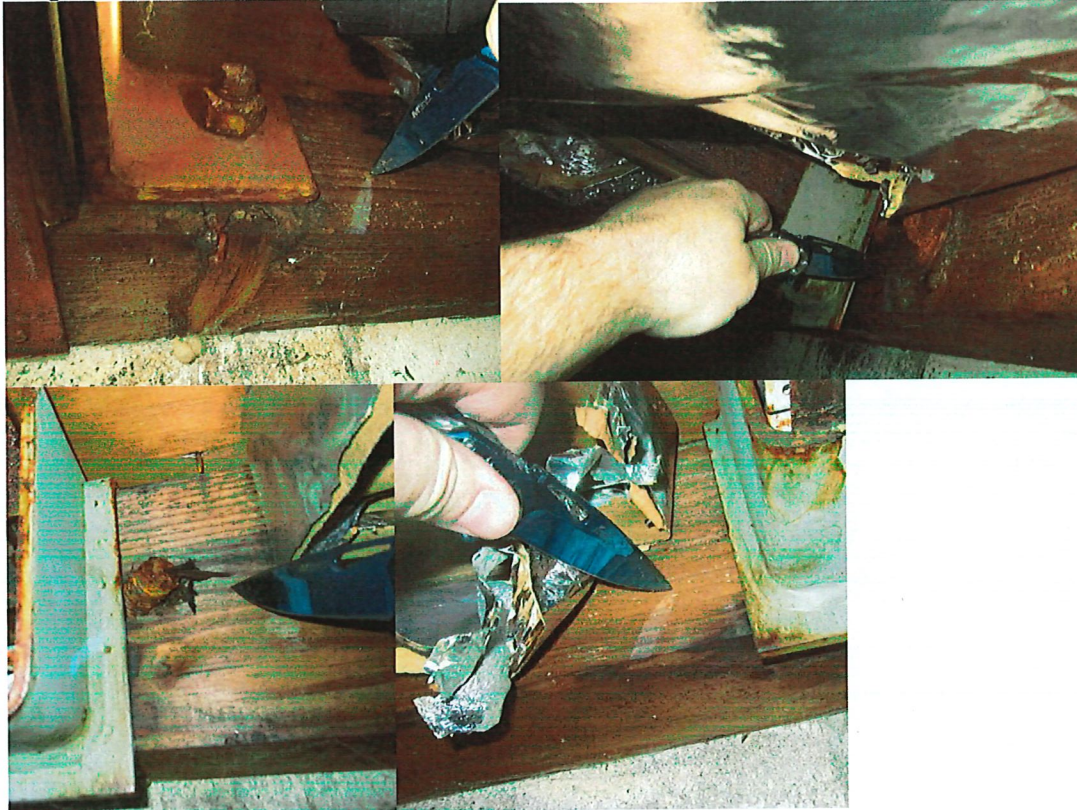
Documentation map for buildings D, E, F, & G



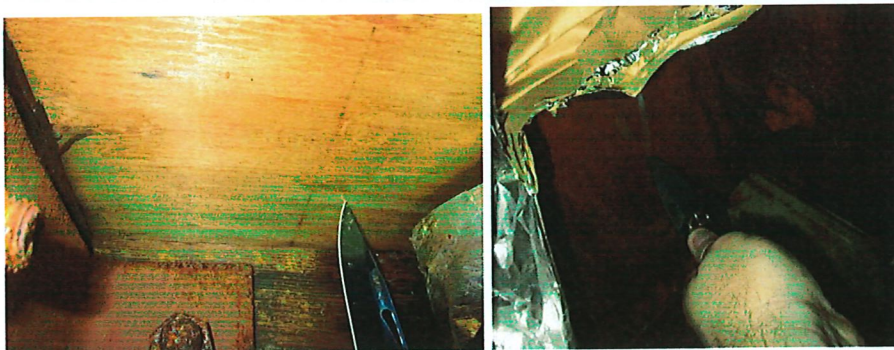
Note: Building D and E have no insulation only foil.

**Location #1**

Ledger check – all spots found with solid hard wood with no water damage



Roof sheathing check - all spots found with solid hard wood with no water damage





Checked trusses- all spots found with solid hard wood with no water damage. All trusses along this line have 1"x2" "C" channel each side of top chord from the bearing point to the first pin placement 42" from end of truss.







Subpurlin check



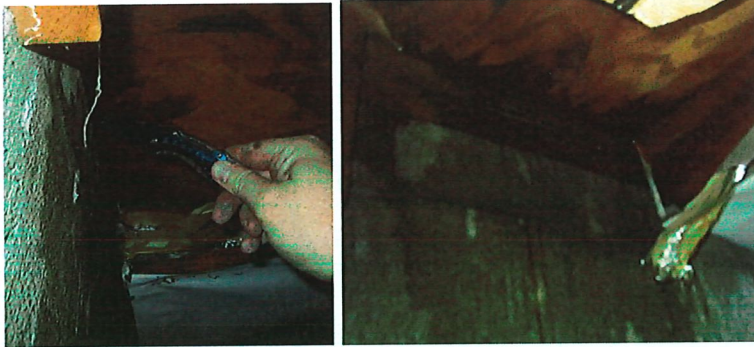
### Location #2

Checked plate on top of the wall, the blocks, purlins and sheathing. All spots found with solid hard wood with no water damage.



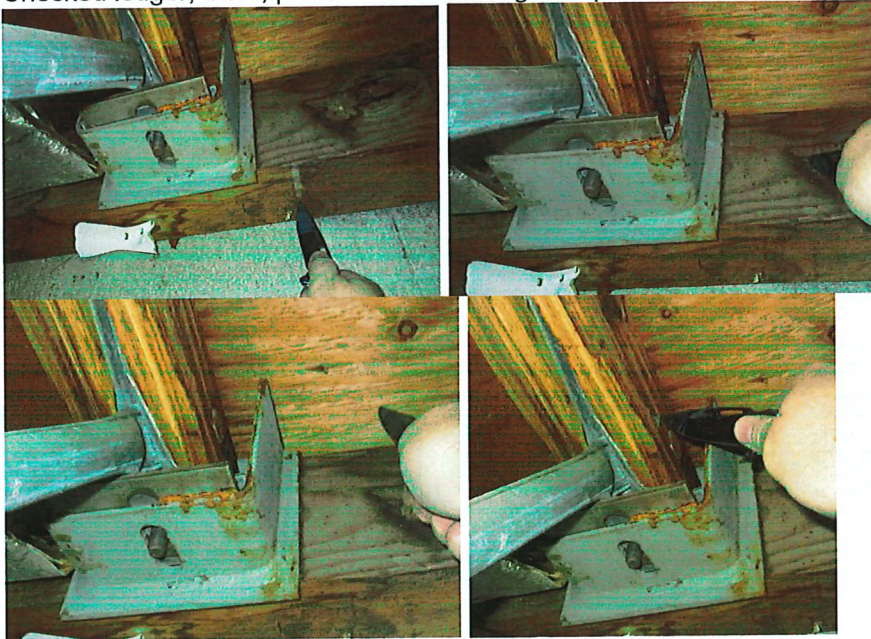


Found small leak and checked wood and found it to still be hard. Leak is probably recent.



### Location #3

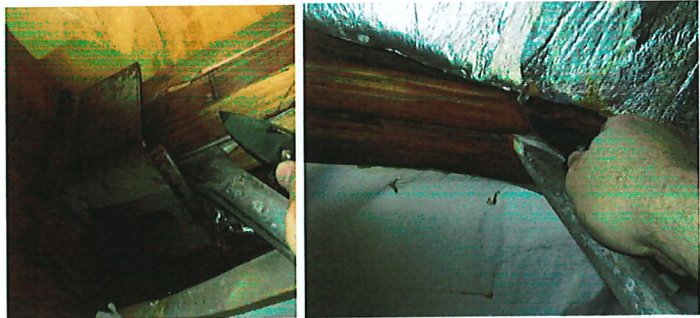
Checked ledger, truss, purlins and sheathing. All spots found with solid hard wood with no water damage.

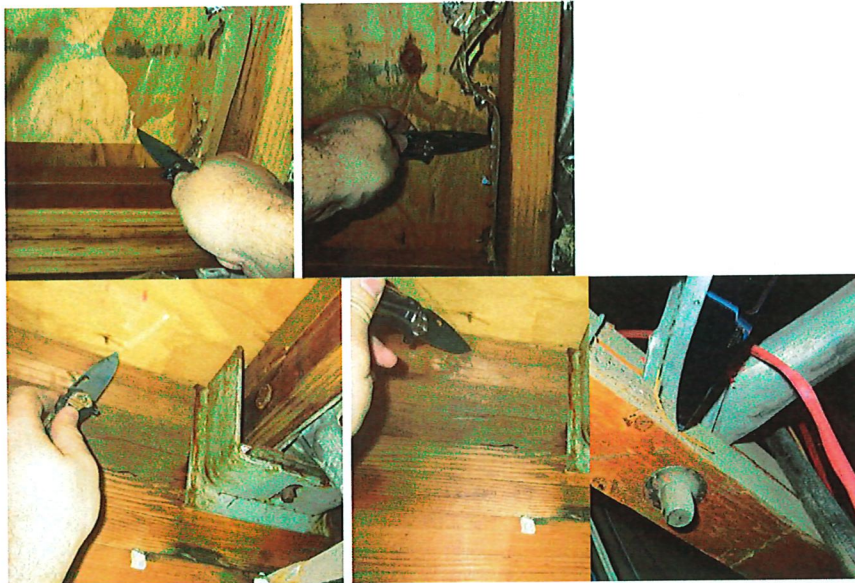




**Location #4**

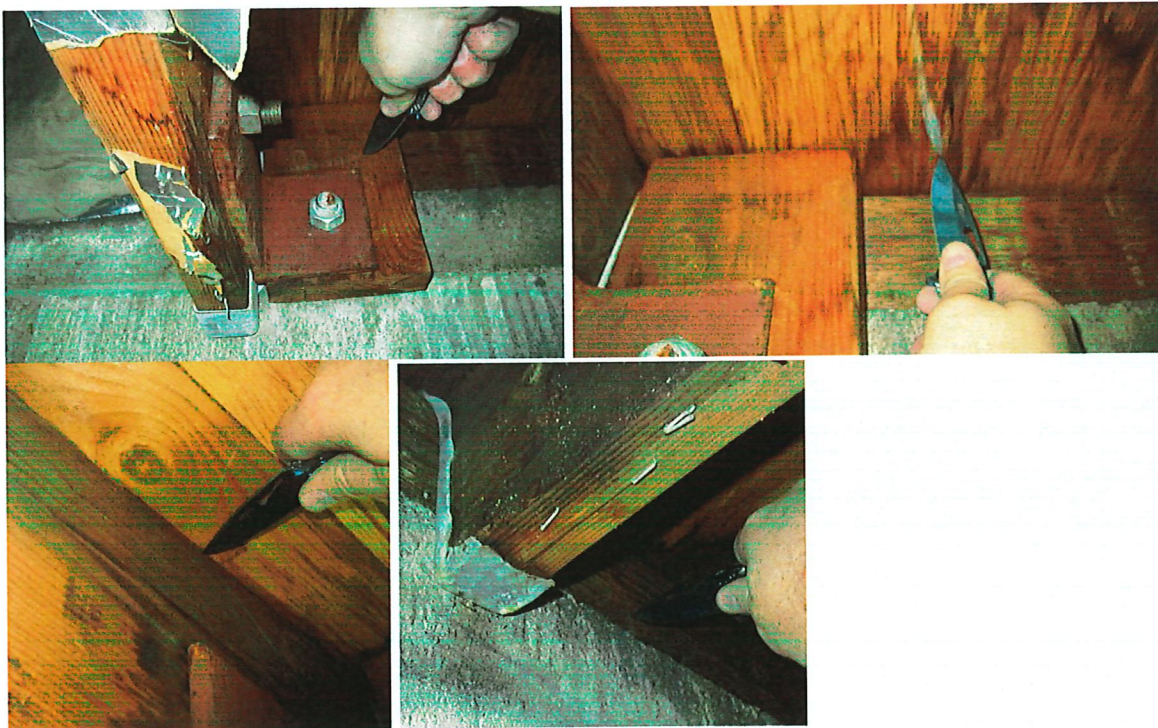
Checked glulam, truss, and sheathing. All spots found with solid hard wood with no water damage.



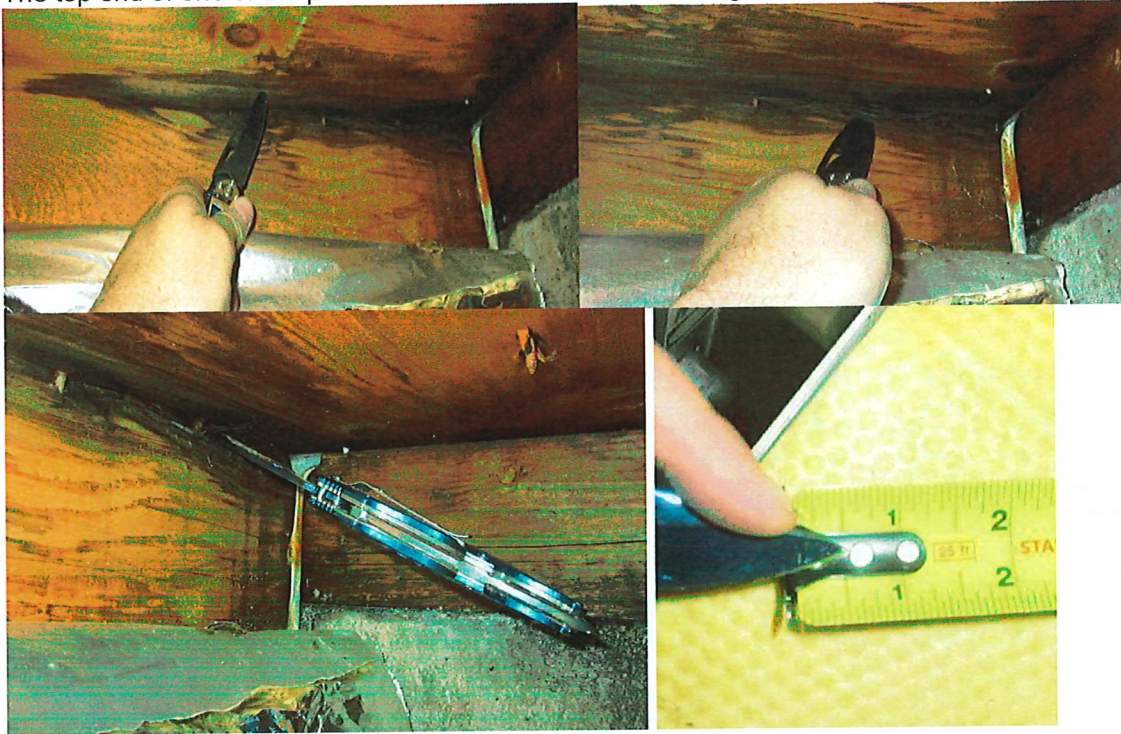


### Location #5

Checked plate on top of the wall, the blocks, purlins and sheathing. All but one purlin found with solid hard wood with no water damage. Roof has been patched in this area **by owner** since initial visit. **Building department to contact owner for information regarding the repair.**



The top end of one of the purlins has some minor water damage. Sheathing is still good.

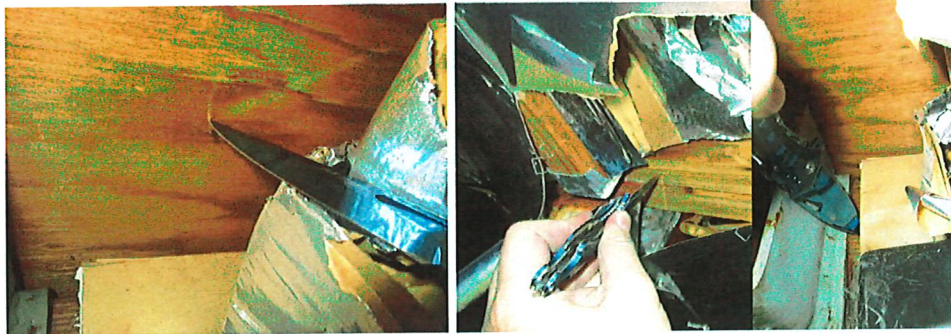


Owner to sister 2x6 to existing purlin with 16d @ 6" o.c. and clip to plate with A34.

**Location #6**

Checked wood framed wall top plate, trusses, and sheathing. All spots found with solid hard wood with no water damage.

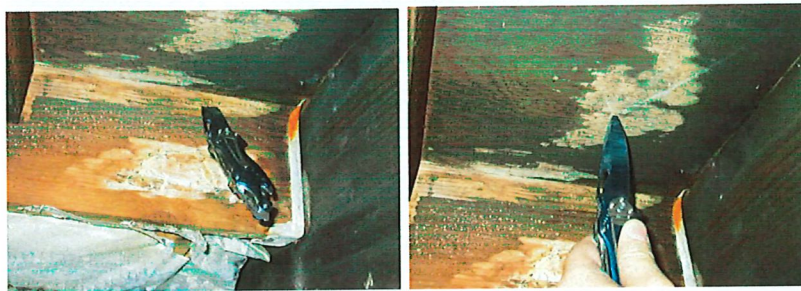




**Location #7** – no pictures found to be the same as location #3

**Location #8**

Checked glulam, purlins, and sheathing. All but one purlin found with solid hard wood with no water damage.



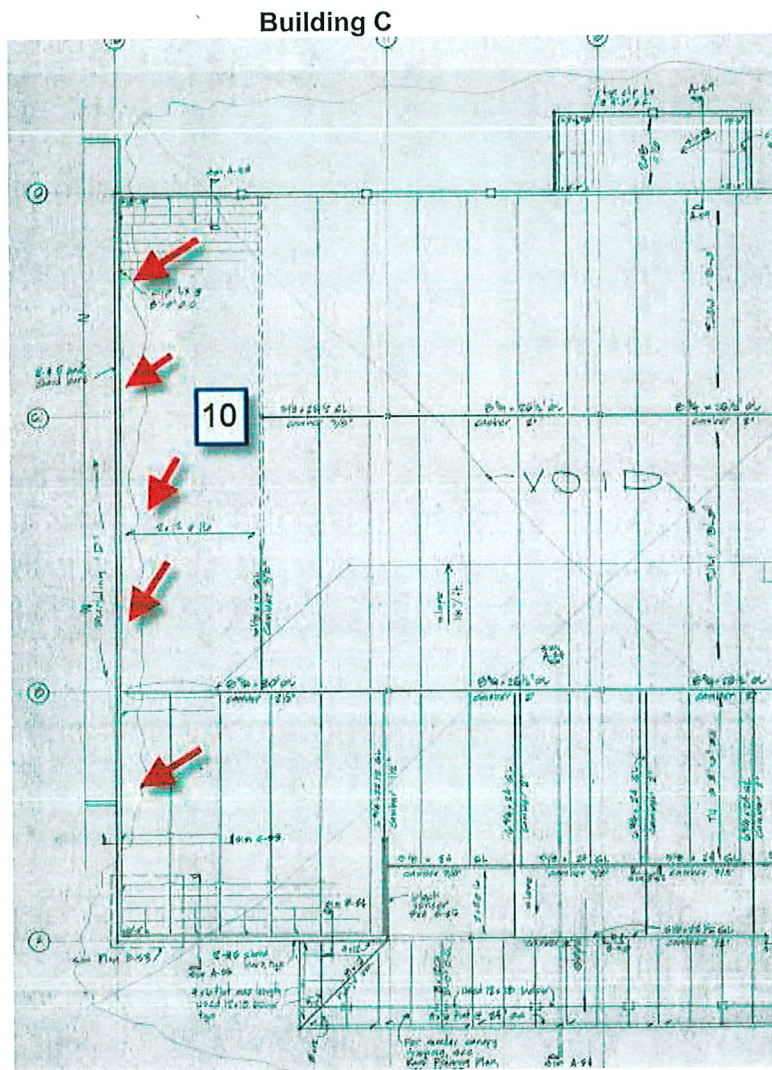
Owner to sister 2x6 to existing purlin with 16d @ 6" o.c. and clip to glulam with A34.





Checked end of glulam beam found with solid hard wood with no water damage.

**Location #9** - roof patched and found with solid hard wood with no water damage.



### Location #10

Checked ledger, truss, insulation and sheathing. All spots found with solid hard wood with no water damage. The insulation was dry the entire length of the wall.





*April 11, 2023*

*File # 230115*

**STRUCTURAL CALCULATIONS**

*for*

**894 Lakeport Blvd Repair**

**894 Lakeport Blvd**

**Lakeport, CA 95453**

**MKM PROJECT MANAGER:**

*Josh Wallace*

**OWNER:**

*Matt Riveras*



**3/20/2023**

CS032023KGK\_230115



894 Lakeport Blvd Repair

894 Lakeport Blvd, Lakeport  
CA, 95453

File #

230115

Date

3/20/23

PE

KJK

1 of

LOADS

DL = 12 psf (per original truss package 4/9/81)

L<sub>r</sub> = 16 psf (per original truss package 4/9/81)

= 20 psf (2022 CBC)

S = 5 psf (Lakeport design criteria)

TRUSS LOADINGASD Load Combo: D + (L<sub>r</sub> or S)

$$= 12 \text{ psf} + 20 \text{ psf} = 32 \text{ psf}$$

$$8' \text{ trib. area} \rightarrow (32 \text{ psf})(8 \text{ ft}) = \underline{\underline{256 \text{ plf}}}$$

see pg. 2 &amp; 3

Using RedBuilt design tables for Red-S Trusses...

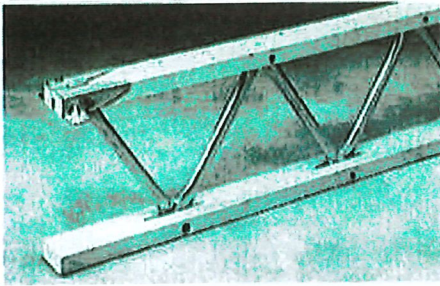
30' span &amp; 42" depth: TL capacity = 281 plf

$$\frac{256}{281} = 91\% \text{ stress}$$

∴ (E) Trusses are good for designed dead load and the live load of current code ]

GLB LOADINGL<sub>r</sub> reduction: L<sub>r</sub> = L<sub>o</sub> R<sub>1</sub> R<sub>2</sub> (ASCE-7 4.8-1)WHERE R<sub>1</sub> = 0.6 & R<sub>2</sub> = 1.0

$$L_r = (20 \text{ psf})(0.6)(1.0) = \underline{\underline{12 \text{ psf}}}$$



## Red-L™ and Red-W™ Trusses

### Chords:

- Red-L™ trusses: 1½" x 3½" MSR lumber\*
- Red-W™ trusses: 1½" x 4¾" MSR lumber

### Webs:

1" and 1½" diameter tubular steel members varying in gauge and diameter according to requirements.

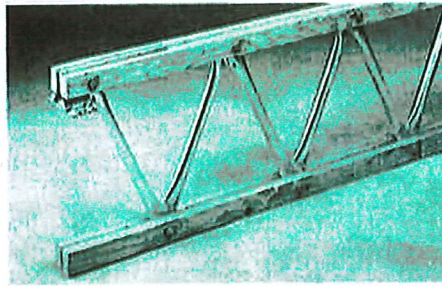
### Weight:

- Red-L™ trusses: 3.75 to 4.25 lbs/ft
- Red-W™ trusses: 4.5 to 5.25 lbs/ft

### Depths:

Minimum depth at wall .....14"  
 Maximum depth at wall .....50"  
 Maximum pitched ridge depth.....50"

Any depth between minimum and maximum is available.



## Red-S™ Trusses

### Chords:

Double 1½" x 2.3" RedLam™ LVL

### Webs:

1", 1¼", and 1½" diameter tubular steel members varying in gauge and diameter according to requirements.

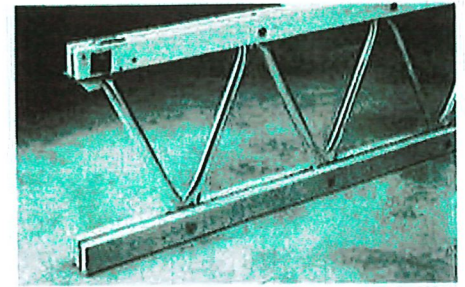
### Weight:

4.75 to 5.75 lbs/ft

### Depths:

Minimum depth at wall .....16"  
 Maximum depth at wall .....60"  
 Maximum pitched ridge depth.....84"

Any depth between minimum and maximum is available.



## Red-M™ and Red-H™ Trusses

### Chords:

- Red-M™ trusses: Double 1½" x 3½" MSR lumber\*
- Red-H™ trusses: Double 1½" x 5½" MSR lumber\*

### Webs:

Up to 2" diameter tubular steel members varying in gauge and diameter according to requirements.

### Weight:

- Red-M™ trusses: 8 to 9 lbs/ft
- Red-H™ trusses: 10 to 12 lbs/ft

### Depths:

	<b>Red-M™</b>	<b>Red-H™</b>
Minimum depth at wall	20"	24"
Maximum depth at wall	60"	72"
Maximum pitched ridge depth	72"	114"

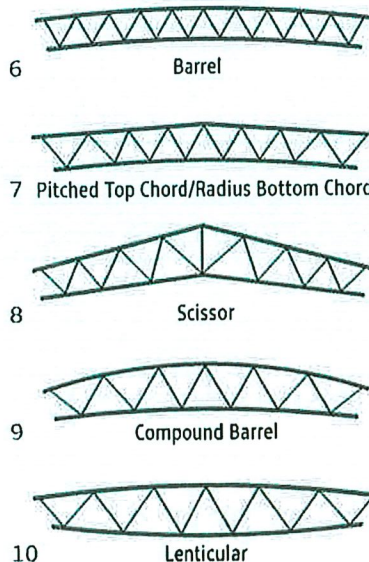
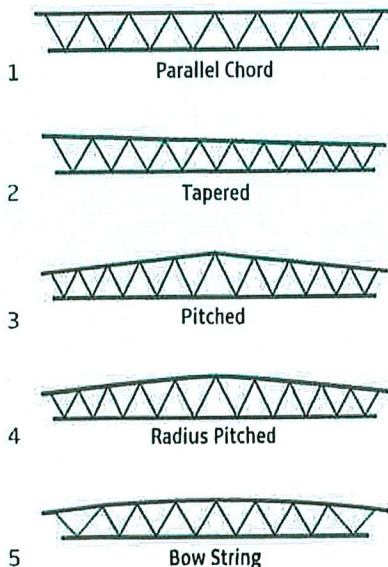
Any depth between minimum and maximum is available.

*Open-web trusses are intended for dry use, untreated applications.*

\* RedLam™ LVL chords may be available for Red-L™, Red-M™, and Red-H™ truss series. Consult your technical representative for availability and limitations.

**Building Codes and Product Acceptance:** See ICC-ES ESR-1774, L.A. City RR #22614

## Truss Profiles



## Tightest Curvature Available:

Red-L™ and Red-W™ trusses ..... 52' radius  
 Red-S™ trusses ..... 200' radius  
 Red-M™ trusses ..... Camber only  
 Red-H™ trusses ..... Camber only

Truss Series	Profiles Available									
	1	2	3	4	5	6	7	8	9	10
Red-L™	x	■	■	■	x	■	x	■	■	■
Red-W™	x	■	■	■	x	■	x	■	■	■
Red-S™	x	■	■	■	x	■	x	■	■	■
Red-M™	x	■	■	■				x		
Red-H™	x	■	■	■				x		

x Indicates that the profile is available.

In radius truss applications (Profiles 5, 6, 7, 9, and 10), allowable loads are reduced due to radial stresses. Contact your RedBuilt technical representative for job-specific possibilities.

Maximum top chord slope for Profile 4 (Radius Pitched) is ½:12 for Red-L™ and Red-W™ truss series, and ⅓:12 for Red-S™ truss series.



## Wood Beam

LIC#: KW-06016132, Build:20.23.2.14

MKM ASSOCIATES

Project File: SC030923KGK.ec6

(c) ENERCALC INC 1983-2022

DESCRIPTION: (E) GLB Beam: B1

### CODE REFERENCES

Calculations per NDS 2018, IBC 2021, ASCE 7-16  
 Load Combination Set : ASCE 7-16

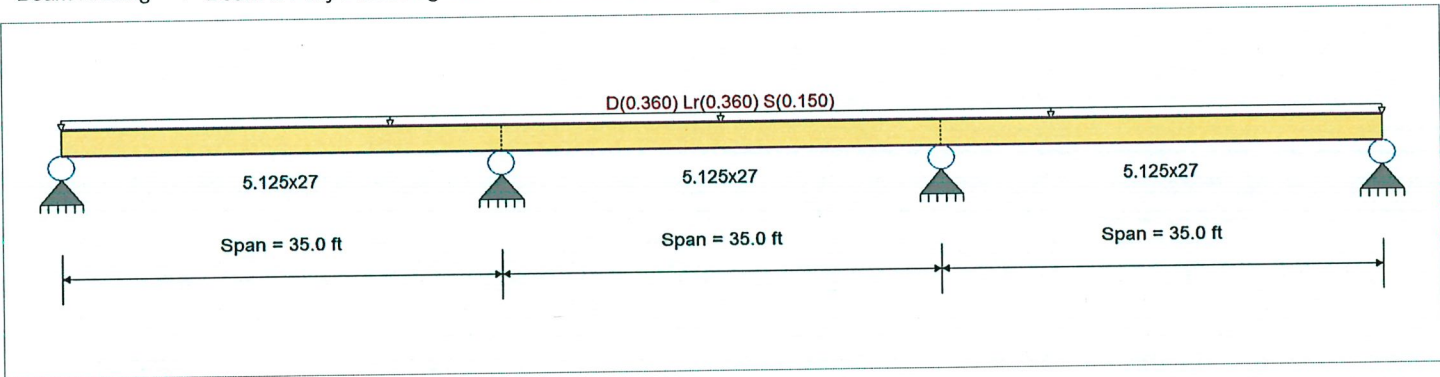
### Material Properties

Analysis Method : Allowable Stress Design  
 Load Combination : ASCE 7-16

Wood Species : DF/DF  
 Wood Grade : 24F-V4

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	2,400.0 psi	E : Modulus of Elasticity	
Fb -	1,850.0 psi	Ebend- xx	1,800.0ksi
Fc - Prll	1,650.0 psi	Eminbend - xx	950.0ksi
Fc - Perp	650.0 psi	Ebend- yy	1,600.0ksi
Fv	265.0 psi	Eminbend - yy	850.0ksi
Ft	1,100.0 psi	Density	31.210pcf



Service loads entered. Load Factors will be applied for calculations.

### Applied Loads

Beam self weight calculated and added to loading

Loads on all spans...

Uniform Load on ALL spans : D = 0.0120, Lr = 0.0120, S = 0.0050 ksf, Tributary Width = 30.0 ft

### DESIGN SUMMARY

				<b>Design OK</b>	
Maximum Bending Stress Ratio	=	<b>0.874</b> : 1	Maximum Shear Stress Ratio	=	<b>0.465</b> : 1
Section used for this span	=	<b>5.125x27</b>	Section used for this span	=	<b>5.125x27</b>
fb: Actual	=	1,770.53psi	fv: Actual	=	153.99 psi
F'b	=	2,026.18psi	F'v	=	331.25 psi
Load Combination	=	+D+Lr	Load Combination	=	+D+Lr
Location of maximum on span	=	35.000ft	Location of maximum on span	=	35.000ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 2
<b>Maximum Deflection</b>					
Max Downward Transient Deflection	0.431 in	Ratio = <b>973</b> >=360	Span: 3 : Lr Only		
Max Upward Transient Deflection	-0.028 in	Ratio = <b>15049</b> >=360	Span: 2 : Lr Only		
Max Downward Total Deflection	0.898 in	Ratio = <b>467</b> >=180	Span: 3 : +D+Lr		
Max Upward Total Deflection	-0.058 in	Ratio = <b>7223</b> >=180	Span: 2 : +D+Lr		

### Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+Lr	1	0.8984	15.882		0.0000	0.000
+D+Lr	2	0.0625	17.647	+D+Lr	-0.0581	4.118
+D+Lr	3	0.8893	19.412		0.0000	4.118

### Vertical Reactions

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2	Support 3	Support 4
Max Upward from all Load Conditions	10.500	28.875	28.875	10.500
Max Upward from Load Combinations	10.500	28.875	28.875	10.500
Max Upward from Load Cases	5.460	15.015	15.015	5.460
D Only	5.460	15.015	15.015	5.460
+D+Lr	10.500	28.875	28.875	10.500
+D+S	7.560	20.790	20.790	7.560
+D+0.750Lr	9.240	25.410	25.410	9.240



MKM & Associates  
 5880 Commerce Blvd Suite 105  
 Rohnert Park, CA 94928  
 (707) 578-8185

Project Title:  
 Engineer:  
 Project ID:  
 Project Descr:

**Wood Beam**

Project File: SC030923K GK.ec6

LIC#: KW-06016132, Build:20.23.2.14

MKM ASSOCIATES

(c) ENERCALC INC 1983-2022

**DESCRIPTION: (E) GLB Beam: B1**

**Vertical Reactions**

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2	Support 3	Support 4
+D+0.750S	7.035	19.346	19.346	7.035
+0.60D	3.276	9.009	9.009	3.276
Lr Only	5.040	13.860	13.860	5.040
S Only	2.100	5.775	5.775	2.100

**Wood Beam**

Project File: SC030923KGK.ec6

LIC#: KW-06016132, Build:20.23.2.14

MKM ASSOCIATES

(c) ENERCALC INC 1983-2022

DESCRIPTION: (E) GLB Beam: B2

**CODE REFERENCES**

Calculations per NDS 2018, IBC 2021, ASCE 7-16  
 Load Combination Set : ASCE 7-16

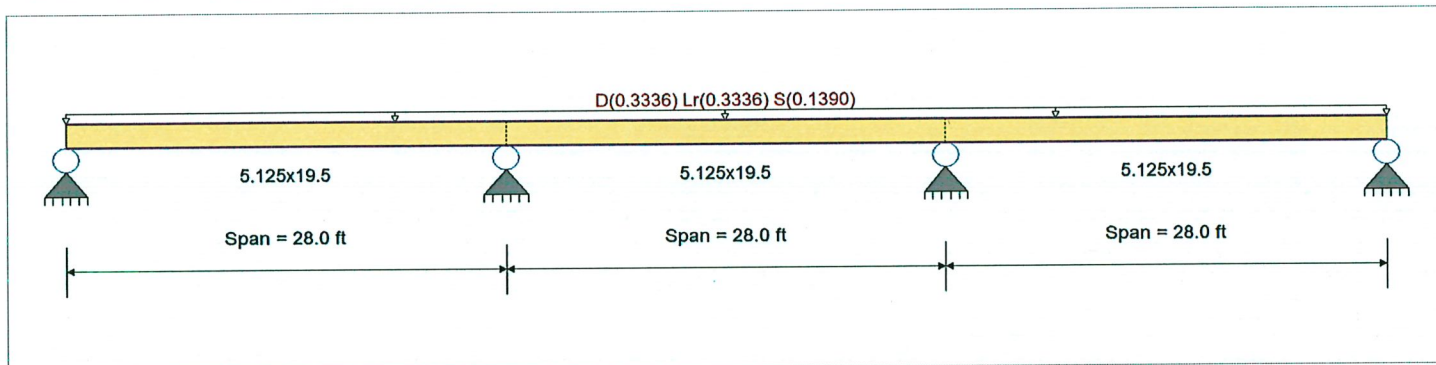
**Material Properties**

Analysis Method : Allowable Stress Design  
 Load Combination : ASCE 7-16

Wood Species : DF/DF  
 Wood Grade : 24F-V4

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	2,400.0 psi	E : Modulus of Elasticity	
Fb -	1,850.0 psi	Ebend- xx	1,800.0ksi
Fc - Prll	1,650.0 psi	Eminbend - xx	950.0ksi
Fc - Perp	650.0 psi	Ebend- yy	1,600.0ksi
Fv	265.0 psi	Eminbend - yy	850.0ksi
Ft	1,100.0 psi	Density	31.210pcf



**Applied Loads**

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loading

Loads on all spans...

Uniform Load on ALL spans : D = 0.0120, Lr = 0.0120, S = 0.0050 ksf, Tributary Width = 27.80 ft

**DESIGN SUMMARY**

**Design OK**

Maximum Bending Stress Ratio	=	<b>0.932</b>	1	Maximum Shear Stress Ratio	=	<b>0.480</b>	: 1
Section used for this span		<b>5.125x19.5</b>		Section used for this span		<b>5.125x19.5</b>	
fb: Actual	=	1,995.34psi		fv: Actual	=	159.10 psi	
F'b	=	2,140.44psi		F'v	=	331.25 psi	
Load Combination		+D+Lr		Load Combination		+D+Lr	
Location of maximum on span	=	28.000ft		Location of maximum on span	=	28.000ft	
Span # where maximum occurs	=	Span # 1		Span # where maximum occurs	=	Span # 2	
<b>Maximum Deflection</b>							
Max Downward Transient Deflection		0.434 in	Ratio =	<b>773</b>	>=	360	Span: 3 : Lr Only
Max Upward Transient Deflection		-0.028 in	Ratio =	<b>11949</b>	>=	360	Span: 2 : Lr Only
Max Downward Total Deflection		0.897 in	Ratio =	<b>374</b>	>=	180	Span: 3 : +D+Lr
Max Upward Total Deflection		-0.058 in	Ratio =	<b>5786</b>	>=	180	Span: 2 : +D+Lr

**Overall Maximum Deflections**

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+Lr	1	0.8972	12.706		0.0000	0.000
+D+Lr	2	0.0624	14.118	+D+Lr	-0.0581	3.294
+D+Lr	3	0.8881	15.529		0.0000	3.294

**Vertical Reactions**

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2	Support 3	Support 4
Max Upward from all Load Conditions	7.715	21.217	21.217	7.715
Max Upward from Load Combinations	7.715	21.217	21.217	7.715
Max Upward from Load Cases	3.979	10.942	10.942	3.979
D Only	3.979	10.942	10.942	3.979
+D+Lr	7.715	21.217	21.217	7.715
+D+S	5.536	15.223	15.223	5.536
+D+0.750Lr	6.781	18.648	18.648	6.781



MKM & Associates  
 5880 Commerce Blvd Suite 105  
 Rohnert Park, CA 94928  
 (707) 578-8185

Project Title:  
 Engineer:  
 Project ID:  
 Project Descr:

**Wood Beam**

Project File: SC030923KGGK.ec6

LIC#: KW-06016132, Build:20.23.2.14

MKM ASSOCIATES

(c) ENERCALC INC 1983-2022

**DESCRIPTION: (E) GLB Beam: B2**

**Vertical Reactions**

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2	Support 3	Support 4
+D+0.750S	5.147	14.153	14.153	5.147
+0.60D	2.387	6.565	6.565	2.387
Lr Only	3.736	10.275	10.275	3.736
S Only	1.557	4.281	4.281	1.557



⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

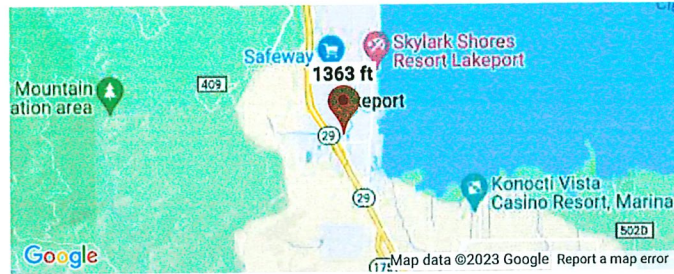
## ASCE 7-16 SEISMIC CRITERIA

📌 The ATC Hazards by Location website will not be updated to support ASCE 7-22. [Find out why.](#)

### ATC Hazards by Location

#### Search Information

Address: 894 Lakeport Blvd, Lakeport, CA 95453, USA  
 Coordinates: 39.0355395, -122.9224593  
 Elevation: 1363 ft  
 Timestamp: 2023-03-30T21:01:43.337Z  
 Hazard Type: Seismic  
 Reference Document: **ASCE7-16**  
 Risk Category: II  
 Site Class: D-default



#### Basic Parameters

Name	Value	Description
$S_S$	1.5	$MCE_R$ ground motion (period=0.2s)
$S_1$	0.6	$MCE_R$ ground motion (period=1.0s)
$S_{MS}$	1.8	Site-modified spectral acceleration value
$S_{M1}$	* null	Site-modified spectral acceleration value
$S_{DS}$	1.2	Numeric seismic design value at 0.2s SA
$S_{D1}$	* null	Numeric seismic design value at 1.0s SA

\* See Section 11.4.8

#### Additional Information

Name	Value	Description
SDC	* null	Seismic design category
$F_a$	1.2	Site amplification factor at 0.2s
$F_v$	* null	Site amplification factor at 1.0s
$CR_S$	0.913	Coefficient of risk (0.2s)
$CR_1$	0.901	Coefficient of risk (1.0s)
PGA	0.58	$MCE_G$ peak ground acceleration
$F_{PGA}$	1.2	Site amplification factor at PGA
$PGA_M$	0.696	Site modified peak ground acceleration
$T_L$	8	Long-period transition period (s)
$SsRT$	1.735	Probabilistic risk-targeted ground motion (0.2s)
$SsUH$	1.9	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
$SsD$	1.5	Factored deterministic acceleration value (0.2s)
$S1RT$	0.651	Probabilistic risk-targeted ground motion (1.0s)
$S1UH$	0.723	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
$S1D$	0.6	Factored deterministic acceleration value (1.0s)
$PGA_d$	0.58	Factored deterministic acceleration value (PGA)

\* See Section 11.4.8

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. [Find out why.](#)

#### Disclaimer

⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

**ASCE 41-17 SEISMIC CRITERIA**

📌 The ATC Hazards by Location website will not be updated to support ASCE 7-22. [Find out why.](#)

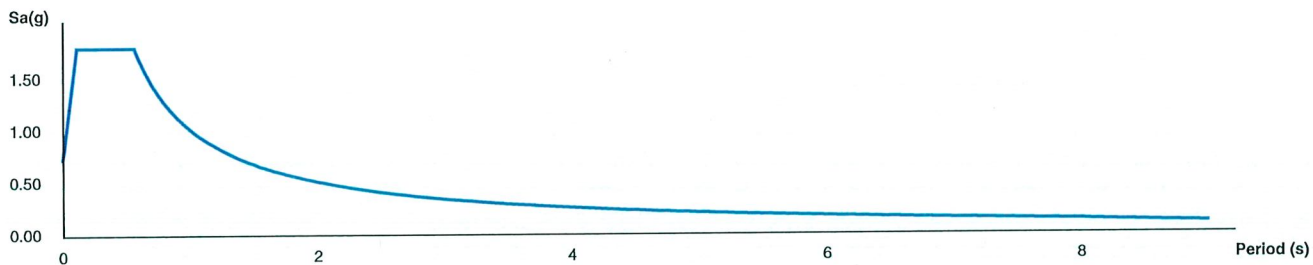
**ATC** Hazards by Location

**Search Information**

Address: 894 Lakeport Blvd, Lakeport, CA 95453, USA  
 Coordinates: 39.0355395, -122.9224593  
 Elevation: 1363 ft  
 Timestamp: 2023-03-29T18:32:57.113Z  
 Hazard Type: Seismic  
 Reference Document: **ASCE41-17**  
 Site Class: D-default



**Horizontal Response Spectrum - Hazard Level BSE-2N**



**Hazard Level BSE-2N**

Name	Value	Description
SsUH	1.9	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
CR <sub>S</sub>	0.913	Coefficient of risk (0.2s)
SsRT	1.735	Probabilistic risk-targeted ground motion (0.2s)
SsD	1.5	Factored deterministic acceleration value (0.2s)
S <sub>S</sub>	1.5	MCE <sub>R</sub> ground motion (period=0.2s)
F <sub>a</sub>	1.2	Site amplification factor at 0.2s
S <sub>Xs</sub>	1.8	Site modified spectral response (0.2s)
S1UH	0.723	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
CR <sub>1</sub>	0.901	Coefficient of risk (1.0s)
S1RT	0.651	Probabilistic risk-targeted ground motion (1.0s)
S1D	0.6	Factored deterministic acceleration value (1.0s)
S <sub>1</sub>	0.6	MCE <sub>R</sub> ground motion (period=1.0s)
F <sub>v</sub>	1.7	Site amplification factor at 1.0s
S <sub>X1</sub>	1.02	Site modified spectral response (1.0s)

**Hazard Level BSE-1N**

Name	Value	Description
S <sub>Xs</sub>	1.2	Site modified spectral response (0.2s)
S <sub>X1</sub>	0.68	Site modified spectral response (1.0s)

**Hazard Level BSE-2E**

Name	Value	Description
S <sub>S</sub>	1.352	MCE <sub>R</sub> ground motion (period=0.2s)
F <sub>a</sub>	1.2	Site amplification factor at 0.2s

$S_{XS}$	1.622	Site modified spectral response (0.2s)
$S_1$	0.5	$MCE_R$ ground motion (period=1.0s)
$F_V$	1.8	Site amplification factor at 1.0s
$S_{X1}$	0.901	Site modified spectral response (1.0s)

**Hazard Level BSE-1E**

Name	Value	Description
$S_S$	0.684	$MCE_R$ ground motion (period=0.2s)
$F_a$	1.253	Site amplification factor at 0.2s
$S_{XS}$	0.857	Site modified spectral response (0.2s)
$S_1$	0.238	$MCE_R$ ground motion (period=1.0s)
$F_V$	2.124	Site amplification factor at 1.0s
$S_{X1}$	0.505	Site modified spectral response (1.0s)

**$T_L$  Data**

Name	Value	Description
$T_L$	8	Long-period transition period (s)

*The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.*

*Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. [Find out why.](#)*

**Disclaimer**

Hazard loads are provided by the U.S. Geological Survey [Seismic Design Web Services](#).

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VISTA POINT D-G

**APPENDIX C  
SUMMARY DATA SHEET  
ASCE 41-17**

**BUILDING DATA**

Building Name: VISTA POINT SHOPPING CENTER D-G Date: 03/29/23  
 Building Address: 894 LAKEPORT BLVD LAKEPORT, CA 95453  
 Latitude: 39.10355395 Longitude: -122.9224593 By: \_\_\_\_\_  
 Year Built: 1980 Year(s) Remodeled: \_\_\_\_\_ Original Design Code: UBC 1976  
 Area [ft<sup>2</sup> (m<sup>2</sup>)]: 90189 Length [ft (m)]: 652 Width [ft (m)]: 200  
 No. of Stories: 1 Story Height: 20' Total Height: 25'

USE  Industrial  Office  Warehouse  Hospital  Residential  Educational  Other: RETAIL

**CONSTRUCTION DATA**

Gravity Load Structural System: PRECAST RIB SYSTEM  
 Exterior Transverse Walls: REINFORCED MASONRY Openings? YES  
 Exterior Longitudinal Walls: REINFORCED MASONRY Openings? YES  
 Roof Materials/Framing: 1/2" PLY O/ SUB-PURLINS, PURLINS, & GIRDS  
 Intermediate Floors/Framing: \_\_\_\_\_  
 Ground Floor: CONCRETE SLAB  
 Columns: TUBE STEEL Foundation: SPREAD FOOTINGS  
 General Condition of Structure: FAIR  
 Levels Below Grade? 0  
 Special Features and Comments: \_\_\_\_\_

**LATERAL-FORCE-RESISTING SYSTEM**

	Longitudinal	Transverse
System:	<u>REINFORCED MASONRY</u>	<u>REINFORCED MASONRY</u>
Vertical Elements:	<u>TS &amp; CMU</u>	<u>TS &amp; CMU</u>
Diaphragms:	<u>1/2" PLY</u>	<u>1/2" PLY</u>
Connections:	_____	_____

**EVALUATION DATA**

BSE-1N Spectral Response Accelerations:  $S_{DS} = \underline{1.2}$   $S_{D1} = \underline{0.68}$   
 Soil Factors: Class = D-DEFAULT  $F_a = \underline{1.253}$   $F_r = \underline{2.124}$   
 BSE-1E Spectral Response Accelerations:  $S_{XS} = \underline{0.857}$   $S_{X1} = \underline{0.505}$   
 Level of Seismicity: HIGH Performance Level: LIFE-SAFETY  
 Building Period:  $T = \underline{0.189}$   
 Spectral Acceleration:  $S_s = \underline{2.67}$   
 Modification Factor:  $C_m C_1 C_2 = \underline{\quad}$  Building Weight:  $W = \underline{513.1k}$   
 Pseudolateral Force:  $V = \underline{1370^k}$   
 $C_m C_1 C_2 S_s W = \underline{\quad}$

**BUILDING CLASSIFICATION:** \_\_\_\_\_

**REQUIRED TIER 1 CHECKLISTS**

	Yes	No
Basic Configuration Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Building Type <u>RM</u> Structural Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nonstructural Component Checklist	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**FURTHER EVALUATION REQUIREMENT:** \_\_\_\_\_

VISTA POINT D-G

Table 17-1. Very Low Seismicity Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
<b>Structural Components</b>			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have adequate strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-2. Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
<b>Low Seismicity</b>			
<b>Building System—General</b>			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
<b>Building System—Building Configuration</b>			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
C NC N/A U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7

continues

VICJA POINT D-G

Table 17-2 (Continued). Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
<b>Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)</b>			
<b>Geologic Site Hazards</b>			
C NC N/A U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1	A.6.1.1
C NC N/A U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1	A.6.1.2
C NC N/A U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1	A.6.1.3
<b>High Seismicity (Complete the Following Items in Addition to the Items for Moderate Seismicity)</b>			
<b>Foundation Configuration</b>			
C NC N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$ .	5.4.3.3	A.6.2.1
C NC N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.4	A.6.2.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-3. Immediate Occupancy Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
<b>Very Low Seismicity</b>			
<b>Building System—General</b>			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.5% of the height of the shorter building in low seismicity, 1.0% in moderate seismicity, and 3.0% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
<b>Building System—Building Configuration</b>			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6

continues

VISTA POINT D-G  
 ASCE 41 EVALUATION

File #		230118
Date		
PE	JTN	of

TABLE 17.2. COLLAPSE PREVENTION BASIC CONFIGURATION CHECKLIST

LOAD PATH: COMPLIANT BY REVIEW OF EXISTING DRAWINGS

ADJACENT BUILDINGS: COMPLIANT BY OBSERVATION

MEZZANINES: COMPLIANT BY REVIEW OF EXISTING DRAWINGS

WEAK STORY: N/A

SOFT STORY: N/A

VERTICAL IRREGULARITIES: COMPLIANT BY OBSERVATION

GEOMETRY: N/A

MASS: N/A

 TORSION: APPROXIMATED CENTER OF MASS:  $x = 75.25'$   $y = 37.75'$   
 CENTER OF RIGIDITY:  $x = 86.66'$   $y = 44.5'$   
 WITH ORIGIN @ GRIDLINE 6 & C INTERSECTION

$$75.25' \times 1.2 = 90.3' > 86.66' \quad \text{OK}$$

$$37.75' \times 1.2 = 45.3' > 44.5' \quad \text{OK}$$

∴ COMPLIANT FOR UNITS D-G

LIQUEFACTION: UNKNOWN

SLOPE FAILURE: COMPLIANT BY OBSERVATION

 SURFACE FAULT RUPTURE: COMPLIANT BY REVIEW OF USGS  
 FAULT MAPS

--

File #	
Date	
PE	of

TABLE 17-2 CONTINUED

Overturning:  $0.6 S_u = 0.6(2.67) = 1.6$

$\frac{84'}{15'} = 5.6 > 1.6$  OK ∴ COMPLIANT

TIES BETWEEN FOUNDATION ELEMENTS: N/A



VISTA POINT D-G

Table 17-34 (Continued). Collapse Prevention Structural Checklist for Building Types RM1 and RM2

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
<b>Flexible Diaphragms</b>			
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
C NC N/A U	OPENINGS AT EXTERIOR MASONRY SHEAR WALLS: Diaphragm openings immediately adjacent to exterior masonry shear walls are not greater than 8 ft (2.4 m) long.	5.6.1.3	A.4.1.6
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
<b>Connections</b>			
C NC N/A U	STIFFNESS OF WALL ANCHORS: Anchors of concrete or masonry walls to wood structural elements are installed taut and are stiff enough to limit the relative movement between the wall and the diaphragm to no greater than 1/8 in. (3 mm) before engagement of the anchors.	5.7.1.2	A.5.1.4

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-35. Immediate Occupancy Structural Checklist for Building Types RM1 and RM2

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
<b>Very Low Seismicity Seismic-Force-Resisting System</b>			
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the reinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 70 lb/in. <sup>2</sup> (4.83 MPa).	5.5.3.1.1	A.3.2.4.1
C NC N/A U	REINFORCING STEEL: The total vertical and horizontal reinforcing steel ratio in reinforced masonry walls is greater than 0.002 of the wall with the minimum of 0.0007 in either of the two directions; the spacing of reinforcing steel is less than 48 in., and all vertical bars extend to the top of the walls.	5.5.3.1.3	A.3.2.4.2
<b>Connections</b>			
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	WOOD LEDGERS: The connection between the wall panels and the diaphragm does not induce cross-grain bending or tension in the wood ledgers.	5.7.1.3	A.5.1.2
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls, and the connections are able to develop the lesser of the shear strength of the walls or diaphragms.	5.7.2	A.5.2.1

continues

VISTA POINT D-G

Table 17-33 (Continued). Immediate Occupancy Structural Checklist for Building Type PC2a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
C NC N/A U	CORBEL BEARING: If the frame girders bear on column corbels, the length of bearing is greater than 3 in.	5.7.4.3	A.5.4.3
C NC N/A U	CORBEL CONNECTIONS: The frame girders are not connected to corbels with welded elements.	5.7.4.3	A.5.4.4
C NC N/A U	TRANSFER TO FRAMES: Diaphragms are connected for transfer of loads to the frames.	5.7.2	A.5.2.1

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-34. Collapse Prevention Structural Checklist for Building Types RM1 and RM2

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
<b>Low and Moderate Seismicity</b>			
<b>Seismic-Force-Resisting System</b>			
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the reinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 70 lb/in. <sup>2</sup> (0.48 MPa).	5.5.3.1.1	A.3.2.4.1
C NC N/A U	REINFORCING STEEL: The total vertical and horizontal reinforcing steel ratio in reinforced masonry walls is greater than 0.002 of the wall with the minimum of 0.0007 in either of the two directions; the spacing of reinforcing steel is less than 48 in. (1220 mm), and all vertical bars extend to the top of the walls.	5.5.3.1.3	A.3.2.4.2
<b>Stiff Diaphragms</b>			
C NC N/A U	TOPPING SLAB: Precast concrete diaphragm elements are interconnected by a continuous reinforced concrete topping slab.	5.6.4	A.4.5.1
<b>Connections</b>			
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	WOOD LEDGERS: The connection between the wall panels and the diaphragm does not induce cross-grain bending or tension in the wood ledgers.	5.7.1.3	A.5.1.2
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.	5.7.2	A.5.2.1
C NC N/A U	TOPPING SLAB TO WALLS OR FRAMES: Reinforced concrete topping slabs that interconnect the precast concrete diaphragm elements are doweled for transfer of forces into the shear wall or frame elements.	5.7.2	A.5.2.3
C NC N/A U	FOUNDATION DOWELS: Wall reinforcement is doweled into the foundation.	5.7.3.4	A.5.3.5
C NC N/A U	GIRDER-COLUMN CONNECTION: There is a positive connection using plates, connection hardware, or straps between the girder and the column support.	5.7.4.1	A.5.4.1
<b>High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)</b>			
<b>Stiff Diaphragms</b>			
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
C NC N/A U	OPENINGS AT EXTERIOR MASONRY SHEAR WALLS: Diaphragm openings immediately adjacent to exterior masonry shear walls are not greater than 8 ft (2.4 m) long.	5.6.1.3	A.4.1.6

continues

VISTA POINT D-6  
 ASCE 41 EVALUATION

File #	
230115	
Date	
PE	of

TABLE 17.34. COLLAPSE PREVENTION CHECKLIST FOR BUILDING TYPE: RMI

 REDUNDANCY: COMPLIANT BY OBSERVATION

SHEAR STRESS CHECK:

$$v_s^{avg} = \frac{1}{M_s} \frac{V_j}{A_w}$$

$$V_j = V = C S_a W$$

$$= 1.0 (2.67) [17708 \text{ SF} \times 12 \text{ PSF} + \frac{15}{2} \times 481' \times 83 \text{ PSF}]$$

$$= 1370 \text{ K}$$

$$M_s = 3$$

$$A_w = 481' \times \frac{7.625''}{12} = 305 \text{ SF}$$

$$v_s^{avg} = \frac{1}{3} \frac{(1370 \text{ K})}{305 \text{ SF}} = \frac{1.5 \text{ K}}{1 \text{ SF}} \times \frac{1 \text{ SF}}{144 \text{ IN}^2} \times \frac{1000 \#}{1 \text{ K}} = 10.4 \text{ PSI}$$

> 70 PSI

 $\therefore$  COMPLIANT
REINFORCING STEEL:

$$\text{HORIZONTAL} = \frac{48'' \times 7.625''}{0.31} = 0.0008 > 0.0007 \quad \text{OK}$$

$$\text{VERTICAL} = 2 \times \text{HORIZONTAL} = 0.0016$$

$$\text{TOTAL} = 0.0024 > 0.002 \quad \text{OK} \quad \therefore \text{COMPLIANT}$$

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of

TABLE 17-34 CONTINUED.

TOPPING SLABS: [N/A]

WALL ANCHORAGE:

$$T_c = \psi S_{xs} W_p A_p$$

$$\psi = 1.3$$

$$W_p = 83 \text{ PSF}$$

$$A_p = 4' \times 7.5' = 30 \text{ SF}$$

$$T_c = 1.3 (0.857) 83 \text{ PSF} (30 \text{ SF}) = 2774 \#$$

∴ NONCOMPLIANT BY OBSERVATION

TIER 2 EVALUATION REQUIRED

$$F_{P_{u1}} = 0.4 S_{xs} k_a k_h \gamma W_p$$

$$k_a = 2$$

$$k_h = 1$$

$$\gamma = 1.3$$

$$F_{P_{u1}} = 0.4 (0.857) 2 (1) (1.3) (83 \text{ PSF} \times 30 \text{ SF})$$

$$= 2219 \# \quad \text{NONCOMPLIANT ∴ EVALUATE PER ASCE 7-16}$$

$$F_{P_1} = 0.4 S_{DS} I_e W_p$$

$$= 0.4 (1.2) 1 (83 \text{ PSF} \times 30 \text{ SF}) = 1195 \#$$

File #

Date

PE

of

## TABLE 17-34 CONTINUED

### WALL ANCHORAGE CONT

$$\text{DIAPHRAGM CAPACITY} = v_u = \frac{1080 \text{ PLF}}{2.8} = 385 \text{ PLF}$$

Blocked w/ 10d @ 4" o.c. per existing drawings

$$\frac{1195 \#}{385 \text{ PLF}} = 3.1' < 4.0' \text{ (OK)}$$

(E) WALL TIE LENGTH = 4' > 3.3' (OK)

3. WALL ANCHORAGE CONFORMS TO CURRENT BUILDING CODE ASCE 7-16.

WOOD LEDGERS: COMPLIANT BY REVIEW OF EXISTING DRAWINGS

TRANSFER TO SHEAR WALLS: COMPLIANT BY OBSERVATION

TOPPING SLABS TO WALLS OR FRAMES: N/A

FOUNDATION BOLTS: COMPLIANT BY REVIEW OF EXISTING DRAWINGS

GIRDER - COLUMN CONNECTION: COMPLIANT BY OBSERVATION

OPENINGS AT SHEAR WALLS: N/A  
(STIFF DIAPHRAGMS)

OPENINGS AT EXTERIOR MASONRY SHEAR WALLS: N/A  
(STIFF DIAPHRAGMS)

CROSS TIES: COMPLIANT BY REVIEW OF EXISTING DRAWINGS

OPENINGS AT SHEAR WALLS: COMPLIANT BY OBSERVATION

OPENINGS AT EXTERIOR MASONRY SHEAR WALLS: COMPLIANT BY OBSERVATION

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File #	
Date	
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TABLE 17-34 CONTINUED

STRAIGHT SHEATHING: [COMPLIANT] BY OBSERVATION

SPANDS: [COMPLIANT] BY OBSERVATION

DIAGONALLY STRENGTHED AND BLOCKED DIAPHRAGMS: [N/A]

OTHER DIAPHRAGMS: [COMPLIANT] BY OBSERVATION

STIFFNESS OF WALL ANCHORS: [COMPLIANT] BY REVIEW  
 OF EXISTING DRAWINGS

**ATTACHMENT 3**  
**STRUCTURAL ENGINEERING REPORTS**  
**INCLUDING SUB-ATTACHMENTS**

E – MKM correspondence and Structural Calculations for repair of 872

May 5, 2023

File # 230115

City of Lakeport  
Attn: Bethany Moss  
225 Park Street  
Lakeport, CA 95453

Re: Structural Plancheck Response  
872-896a Lakeport Blvd Repair  
872-896a Lakeport Blvd  
Lakeport, Ca 95453

Dear Bethany,

Item numbers below correspond to plancheck by City of Lakeport dated April 28, 2023.

- 1 MKM is working with the owner's contractor to develop plans for the bracing. In the meantime, a fencing option has been proposed by the owner to allow occupancy.
  
- 2 Please see supplemental calculation package with corrected equations and calculations including the term "ka". For the north/south out of plane wall anchorage, the ledgers will not experience cross grain bending based on the existing detailing as verified in field. As noted in the calculations, the existing north/south wall ties have sufficient strength and diaphragm development to adequately restrain the wall. For the east/west out of plane wall ties, the ties between the trusses have inadequate diaphragm development. Therefore, it is recommended that existing east/west ties be abandoned and new ties be installed below the trusses as noted in the attached detailing. The anchors can be installed at anytime and as per my conversation with Dan should not prevent the occupancy of the building.

Sincerely,

MKM & ASSOCIATES  
A California Corporation



Josh Wallace



*April 27, 2023*

*File # 230115*

***SUPPLEMENTAL STRUCTURAL CALCULATIONS***

*for*

***872 Lakeport Blvd Repair***

***872 Lakeport Blvd***

***Lakeport, Ca 95453***

***MKM PROJECT MANAGER:***

***Josh Wallace***



***4/27/2023***

CS042723TN\_230115 PLAN CHECK RESPONSE SUBMITTAL.DOCX

File #	
230118	
Date	
PE	of
TN	

ASCE 7-16 WALL ANCHORAGE CAPACITY (EAST/WEST OR PLANE)

$$F_p = 0.4 S_{DS} k_a I_e W_p$$

$$S_{DS} = 1.2$$

$$k_a = 1 + \frac{0.5}{100} = 1.005$$

$$I_e = 1$$

$$W_p = 83 \text{ PLF} \times 8' \times \left(\frac{15'}{2} + 1\right) = 5644 \text{ \#}$$

$$F_p = 0.4 (1.2) (1.005) (5644 \text{ \#}) = 5053 \text{ \#}$$

DIAPHRAGM CAPACITY: 10 @ 4" O.C. w/ 3x BLOCKING  
AND 1/2" CDx

$$V_u = 1208 \text{ PLF}$$

$$V_u = \frac{1208 \text{ PLF}}{2.8} = 430.3 \text{ PLF}$$

$$\frac{5053 \text{ \#}}{430.3 \text{ PLF}} = 11.75' = \text{REQUIRED SUB-DIAPHRAGM LENGTH}$$

$$\text{SUBDIAPHRAGM LENGTH PER K-84 SIM} = 4' > 11.75'$$

∴ ADDITIONAL WALL TIES REQUIRED

∴ ABANDON EXISTING TIES & USE HANS' @ 4" O.C.

$$\frac{5053 \text{ \#}}{680 \text{ \#}} = (8) \text{ ABS CAPS}$$

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TN

of

ASCE 7-16 WALL ANCHORAGE CAPACITY (EAST/WEST OR  
OR PLANE)  
AT LINE (13)  
UNIT "C" | UNIT "D"

$$F_p = 0.4 S_{DS} k_a I_e W_p$$

$$S_{DS} = 1.2$$

$$k_a = 1 + \frac{86.5}{100} = 1.865$$

$$I_e = 1$$

$$W_p = 83 \text{ PLF} \times 8' \times \left(\frac{15'}{2} + 1\right) = 5644 \#$$

$$F_p = 0.4 (1.2) 1.865 (5644 \#) = 5053 \#$$

DIAPHRAGM CAPACITY: 10' @ 4" O.C. w/ 3x BLOCKING  
AND 1/2" CD

$$V_n = 1208 \text{ PLF}$$

$$V_u = \frac{1208 \text{ PLF}}{2.8} = 430.3 \text{ PLF}$$

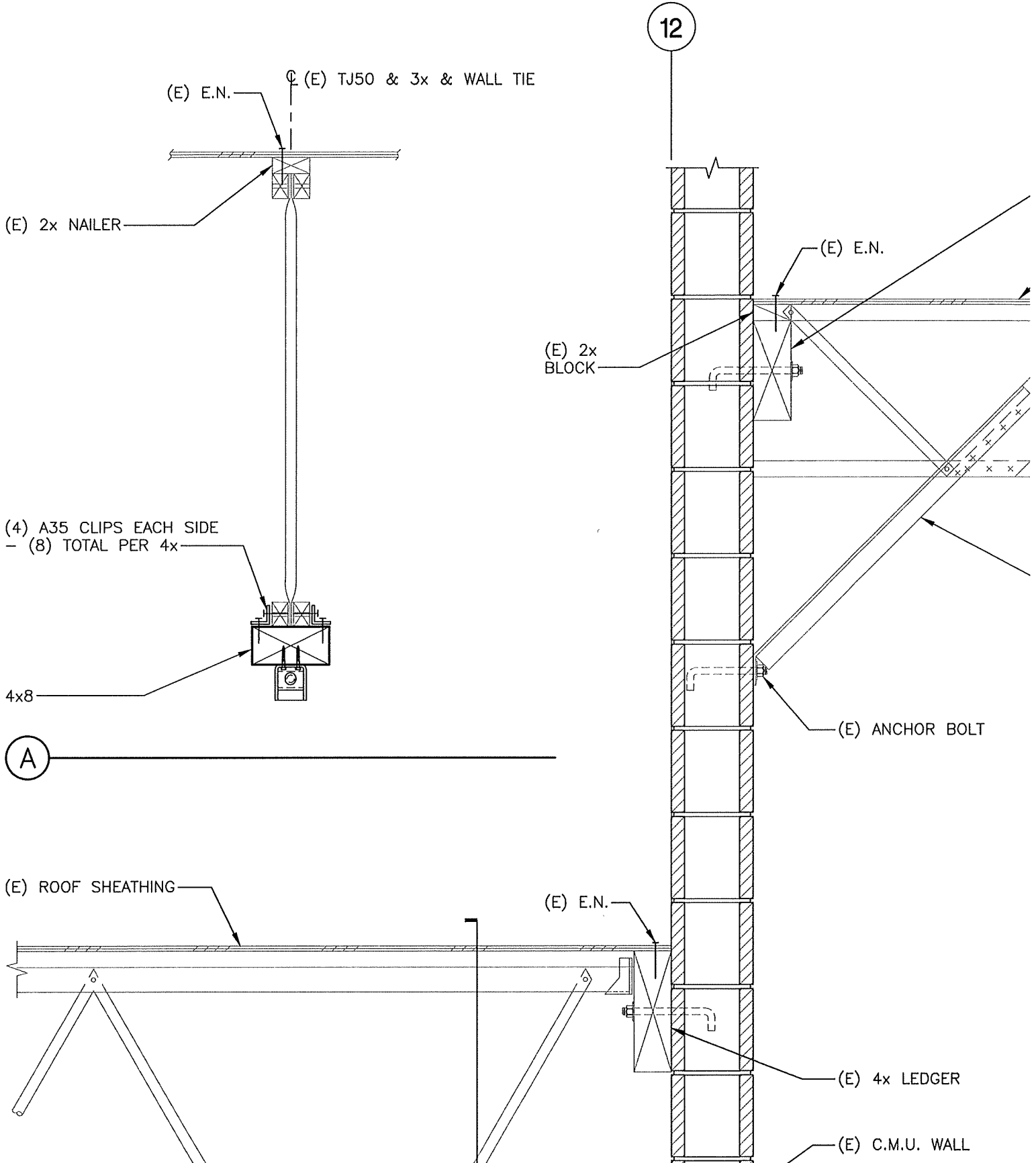
$$\frac{5053 \#}{430.3 \text{ PLF}} = 11.75' = \text{REQUIRED SUB-DIAPHRAGM LENGTH}$$

$$\text{SUBDIAPHRAGM LENGTH PER K-84 SLM} = 4' > 11.75'$$

∴ ADDITIONAL WALL TIES REQUIRED

∴ ABANDON EXISTING TIES & USE HD 5/8" @ 4" O.C.

$$\frac{5053 \#}{680 \#} = (8) \text{ ABS CLIPS}$$



ATTACHMENT 4

ADDITIONAL DOCUMENTATION AND RELEVANT  
COMMUNICATIONS

- A – Lakeport Fire Protection District
- B – Conditions of Potential Reoccupancy D/E
- C – Email Correspondence
- D – “The Roofer” report

ATTACHMENT 4  
ADDITIONAL DOCUMENTATION AND RELEVANT  
COMMUNICATIONS

A – Lakeport Fire Protection District



# LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453  
Telephone: (707) 263-4396 Fax: (707) 263-7087  
Web Site: [www.lakeportfire.com](http://www.lakeportfire.com)



Bethany Moss, Building Official  
Community Development Department  
City of Lakeport  
225 Park Street  
Lakeport, CA 95453

SUBJECT: Dangerous vacant structure: 818 Lakeport Blvd. aka Vista Point Shopping Center

Dear Chief Moss,

On **2-24-2023** the Lakeport Fire Protection District responded to a call for service, collapsed roof at the subject address. The roof was found to be collapsed into the vacant structure and as a result the fire sprinkler system was significantly damaged and is no longer in service.

Due to the conditions found at the subject site, the danger to the public as it relates to the occupancy of any portion of the building, the Lakeport Fire District requests the City of Lakeport Community Development Department declare the entire building unsafe to occupy and **provide notice and posting as required in CBC Section 116.**

Further, due to safety concerns for emergency personnel the Lakeport Fire Protection District requests the City of Lakeport Community Development Department require **safeguarding of the premises with signage and security adequate to prevent unauthorized entry as prescribed in CFC 311**

**Thanks in advance for your prompt response and action to secure the property to prevent any further losses or injuries.**

Regards,

/s/ Patrick Reitz

Patrick Reitz  
Fire Chief

ATTACHMENT 4  
ADDITIONAL DOCUMENTATION AND RELEVANT  
COMMUNICATIONS

B – Conditions of Potential Reoccupancy D/E





**CITY OF LAKEPORT**  
Community Development Department

225 PARK STREET  
LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.3056 x202  
FAX 707.263.8584  
E-MAIL [bmoss@cityoflakeport.com](mailto:bmoss@cityoflakeport.com)

April 25, 2023

Donica LLC  
c/o Matt Riveras  
114 Pierce Street  
Santa Rosa, CA 95404

Donica LLC  
c/o Matt Riveras  
P.O. Box 2063  
Windsor, CA 95492

**\*\*SENT VIA EMAIL & CERTIFIED LETTER\*\***

CE# 2022-00046  
Parcel #025-472-05  
Effective Date: 07/14/2022

CONDITONS OF POTENTIAL REOCCUPANCY OF UNITS D/E 890 & 896 Lakeport Blvd.

Dear Mr. Riveras,

Thank you and your Structural Engineer, Josh Wallace, for meeting with City Staff and the City's Structural Engineer, Dan Isaacs, on Thursday, April 20, 2023.

As discussed, the following items must be addressed prior to the consideration of re-occupancy of Units D/E of the Vista Point Shopping Center 872 - 896a Lakeport Blvd. Lakeport CA 95453:

1. Brace/shore the freestanding walls in Unit B as a seismic or wind event pose life safety dangers. Please submit engineered plans, including calculations. Obtain the required building permit prior to the installation of bracing/shoring. Once a permit is issued, schedule required inspections with the City of Lakeport.
2. Structural calculations from the report submitted by MKM Engineering need to be revised. Discrepancies identified on the following pages are as follows: Page 20: Diaphragm-to-Wall anchorage: Equation for FP per ASCE 7-16 includes term  $k_a$  for diaphragm flexibility; please revise to include. Page 21: Tier 1 Anchorage Checklist per Table 17-34 requires anchorage at diaphragm level consisting of steel anchors, dowels or straps that are developed into the diaphragm. The connections are required to have adequate stiffness to prevent subjecting ledgers to cross grain tension and failing prior to engaging the actual transfer detail per the Stiffness of Wall Anchor check also indicated in Table 17-34. This verification is required for each wall and each condition where applies. Therefore, for verification purposes the corresponding detail per the

as-builts and photo verification of the field condition is required for each wall to justify conformance.

3. Provide annual fire alarm certification for Units D/E.
4. Repair/replace inoperable exit signs and emergency lighting in Unit D/E.

The following item needs to be addressed within 60 days:

1. Full analysis with recommended corrections by a licensed roof contractor of Units D/E/F/G. Provide a detailed work plan and timeline of needed repairs to Units D/E/F/G. The plywood and roofing membrane shall be tested in multiple locations of the roof, including the findings report from the licensed roofing contractor as to the needed repairs and workplan.
2. Identify and address all structural deficiencies of the entire structure (units A-G) by a structural engineer including a full forensic analysis, detailed workplan, and timeline for the completion of repairs. This requirement is needed to address continued issues of further deterioration as requested in the Notice to Abate Nuisance dated March 2, 2023, and March 16, 2023.
3. Mold testing of saturated walls and flooring in unit F/G by a licensed mold testing company. If mold is identified due to the long-standing saturation, immediate removal will be required.

Be advised that failure to address any or all items within the 60-day time frame will result in revocation of occupancy for units D and C.

Please note, all work mentioned above requires state licensed professionals to perform such. If you have any questions, or need clarification, feel free to contact me.

Regards,



Bethany Moss  
Chief Building Official  
City of Lakeport

ATTACHMENT 4  
ADDITIONAL DOCUMENTATION AND RELEVANT  
COMMUNICATIONS

C – Email Correspondence

## Bethany Moss

---

**From:** mattriveras@wealthinspirationnetwork.com  
**Sent:** Monday, September 11, 2023 9:27 AM  
**To:** Bethany Moss; Kevin Ingram  
**Cc:** Stacey Mattina  
**Subject:** Re: No Response to my last email

Bethany,

I take exception to your comments and accusations of "excuses" and "lack of action". Your arrogance and ego in such a statement are telling. I have no excuses only reasons that I have been communicating to you as to why things are not getting done in a timely manner. It should be no surprise to you that I am unable to get local contractors to follow through or show up to give quotes or do work. Nor should it be news that contractors that are out of the area that do roofing or contracting don't want to travel to Lakeport to do work when there is so much available to them in their local network after the severe winter rains. To illustrate for you what I have been dealing with, I offer two examples:

1- Mark Mitchell with Lake County Contractors recommends a local roofer out of Lower Lake to inspect the roof of the westerly suites. It takes him two weeks to return my call and 6 weeks to get there. Then, after inspection, instead of communicating that they don't do the type of work that I need done, he leaves for a two week vacation leaving me hanging while calling his office that is incapable of returning a call. I then go to work calling roofing companies from Sonoma County and Mendocino County while waiting for a return call from Lucerne Roofing. Only one out of the area contractor is willing to go to Lakeport [because his wife works at the hospital] but not sure they would want to do the work because it's "too far away when you have work so close". Norman from Capstone Roofing drives from Sonoma County and then does almost 3 hours of inspecting the roof on suites 888, 894, 894a, 896/898. Upon completion of his on-site visit, he calls and leaves a voicemail, which I have forwarded to you. When I returned his call and informed him of what I am dealing with within the City of Lakeport staff, he retracts his willingness to put anything in writing because he cannot afford the time to be involved with a protracted debate of issues and specifically your opinion that the roof is about to collapse, that you red-tagged an entire building without having even reviewed the plans or personally seen any signs of such damage other than the collapse at suite 872. AND, that you were not accepting of the written inspection from the engineer of record stating that the building was NOT in imminent danger. So, I went to Lucerne Roofing. Waited 6 weeks for someone to go out to the site which was 4 weeks ago and am still waiting for someone to return my 4 calls after speaking with Nikki [receptionist] on 3 occasions. I will be calling again today but, really, why would I want to work with them when there is such lack of concern to communicate with a prospect?

2- In March, Lake County Contractors and Don Ferranti Construction from Ukiah [mid-April] submit proposals to fix the roof collapse. I agreed to Lake County Contractors' proposal. We wait for engineer to finish initial forensic reports so that we can get the red tag removed. You are provided a written report on March 20th stating NO imminent danger and you kick it back asking for clarification of the calculations as you have every other written report that states the same "NO imminent danger". We delayed roof repairs until red tag removal. It has taken all these months to get you to believe you have enough information. In mid August, Lake County Contractors tells me [after I signed the proposal] that they no longer wish to do the roof repair of suite 872 roof collapse. I am now back to the only other Contractor that I know of in the area that can do such a repair and awaiting his revised proposal as I write this ridiculous answer to your assertion that I am not taking action and making excuses.

How dare you make such comments! You live in an undesirable area for development. You are the building official in an area that has been plagued with no [or very few] competent workforce. Commercial buildings that cannot sell or are on the market for hundreds of days before being sold or removed. I have been dealing with this dynamic since owning this property and have hung in there for 16 years.

Lastly, I would point out that in my last email, I forwarded two email. One from Josh [the engineer of record] and one from Lisa [a 25+ year tenant]. Both stating there IS NO MOLD! You refuse to go look for yourself or take them for their word. It is this behavior that is indicative of your projective claim of excuses and lack of action. That is what is exhibited in your behavior, not mine.

Remove the red tag on the westerly suites and keep it on suite 872. You have enough information and a beautiful chain link fence to protect imaginary passers-by from falling debris that hasn't fallen... Even with the recent earthquakes and, there IS NO MOLD in the westerly suites. You were informed in my last email that the property has been listed for sale and will go to auction October 10-12. Your refusal to remove the red tag on the westerly suites will harm this opportunity for sale. I am doing my best to remain patient waiting on others to get work done including your insistence to revision of reports. Your refusal to accept the data provided [in several reports] by the engineer of record is our greatest and most significant delay. If you ever owned or knew someone that owned a property like this, you would understand that it is VERY painful to have vacancies. More painful to be disappointed by lack of local talent to make repairs and excruciatingly painful to have to deal with incompetence, lack of caring, arrogance and ego of the local Municipal leadership.

Please remove the red tag,

Matt Riveras, Managing Member  
Donica, LLC

## Bethany Moss

---

**From:** mattriveras@wealthinspirationnetwork.com  
**Sent:** Monday, September 25, 2023 7:40 AM  
**To:** Bethany Moss; Kevin Ingram  
**Cc:** Stacey Mattina; Josh Wallace; Lisa Morrow  
**Subject:** Update for Vista Point Shopping Center  
**Attachments:** Scan2023-09-24\_190154.pdf

Greetings Bethany and Kevin,

### Bracing:

Fencing has been in place as required to prevent any possible potential falling debris that might injure any possible potential passersby at the time of possible failure. It is important to note that no such event has occur in the 16+ years of ownership, there have been several seismic events with no incident and there is VERY minimal foot traffic. Therefore, the fencing is not necessary but helps the property look worse and suggests a (unfounded) danger to those that see it. The optics of this unnecessary fencing devalues the potential for leasing or sale. I chose to delay the engineers efforts on this ridiculous request for additional bracing as I determined his time was better suited in the priority for getting the first 5 reports for the safety and viability to the westerly suites to prove their safety and get the redtag removed. I am hopeful the engineer will have drawings and calculations for additional bracing for that suite within the next few weeks.

### Roof inspection:

Attached is a roof report as requested for suites: 888, 894, 896/898. This was just given to me over the weekend and I have not gotten a response to my clarifying questions. The maintenance items mentioned in this report will be handled later this week. As suspected, the roof is not in any danger of collapse or other harm to tenants or anyone else. However, your insistence of a make-believe situation does harm Donica, LLC and my reputation with my tenants.

### Roof repair at suite 872:

I was under written agreement with Lake Count Contractors to repair the roof collapse for this suite. They have backed out of that agreement and the contractor that is currently engaged says he would like to do a temporary "winterizing" as he does not believe he can get the repair completed this year. I have asked the engineer to provide drawings for shoring up and covering the existing hole. I am hopeful to have those within the next few weeks as well.

### Lastly,

I have not gotten a response from Kevin Ingram on my last two email which have unanswered questions. Additionally, there has not been a response to Josh Wallace's last two reports. I request a timely response to this (and prior multiple) requests to remove the redtag on all but suite 872 as well as my multiple requests for someone to show me where there is mold in suite 898. Until you show me, I will not have a mold test done. You have been provided testimonies that prove your requirements to be invalid and you have chosen to not respond.

This property will go to auction on October 10th. The City's intentional refusal to accept the 5 reports from the engineer of record and not respond to my requests is harmful to Donica, LLC, it's management's ability to engage new tenants, as well as manage expectations of current tenants fears of being locked out again for no legitimate reason. The City has had adequate (and now an abundance of) information. Further non response or a decision to not remove the redtag as requested, will be considered an act of aggression and not of public safety.

Sincerely,  
Matt Riveras, Managing Member  
Donica, LLC

ATTACHMENT 4  
ADDITIONAL DOCUMENTATION AND RELEVANT  
COMMUNICATIONS

D – “The Roofer” report



**THE ROOFER**

1134 Eleanor Drive  
Rohnert Park, CA 94928

707-584-5449 Ph • 707-280-6758 Cell • 707-584-5942 Fax  
Lic #744844

Proposal Submitted to:

DONICA LLC

P.O. BOX 2063

City, State, Zip Code

WINDSOR, CA 95492

Architect

Phone

(707) 753-0719

Job Name

Date

9/23/2023

Job Location

LAKEPORT, CA

Date of Plans

894896898 LAKEPORT BLVD

Job Phone

I hereby submit specifications and estimates for:

**ROOF INSPECTION REPORT:**

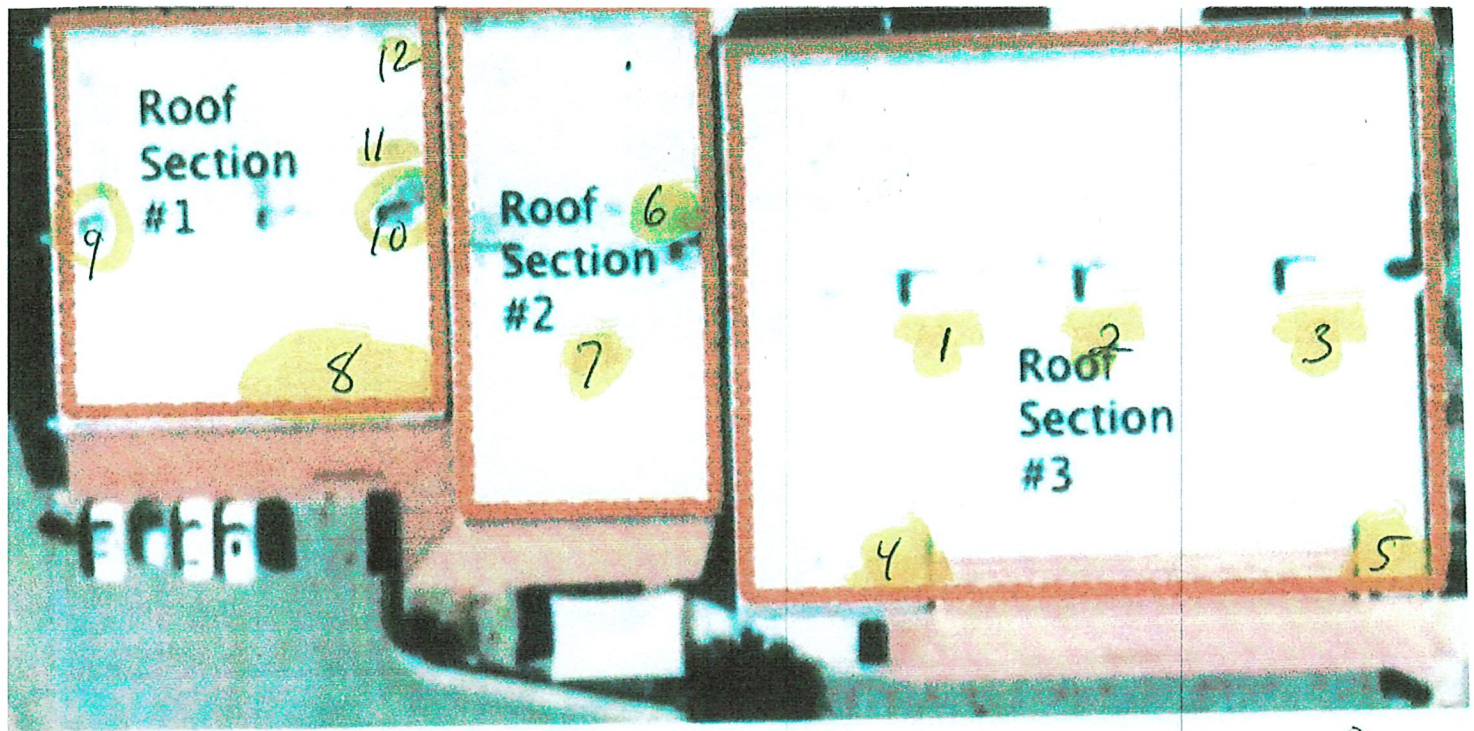
IT IS TO MY OPINION THAT THE ROOFS THAT ARE IN QUESTION ARE IN GOOD CONDITION.

WITH SOME EXCEPTION OF MAINTENANCE AND REPAIRS THAT ARE NEEDED.

WHEN COMPLETION OF MINOR REPAIRS ARE DONE.

THE LIFE EXPECTANCY OF THIS ROOF IS SEVEN YEARS LEFT BEFORE REPLACEMENT IS TO BE NEEDED.





- (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12)
- 1 Area 1 Ponding water      Use Mastec Recovery Board  
Base sheet & modified torch.
  - 2 Area 2 Ponding water
  - 3 Area 3 Ponding water
  - 4 Area 4 Parafit Repairs needed      Use modified torch.
  - 5 Area 5 Parafit Repairs needed      Use modified torch.
  - 6 Area 6 Ponding water
  - 7 Area 7 Ponding water
  - 8 Area 8 Roof Buckling lap Repair      3 Course Emulsion
  - 9 Hvac Seal TOP Side DUCT unions & Connection on wall      Foil Face tape & mastec.
  - 10 Hvac seal TOP Side DUCT unions & connections on wall
  - 11 Ponding water
  - 12 seal VENT PIPES,

ATTACHMENT 5  
PHOTOGRAPHS

**ATTACHMENT 5 - PHOTOGRAPHS**

**VISTA POINT SHOPPING CENTER**

**872-896(A) Lakeport Blvd, APN 025-472-05, CE2022-00046**

*Primary structure of shopping center*



*Eastern units of shopping center*



***“Welcome to Lakeport” sign with shopping center in rear***



***Rear of Units B - G***



***Aerial over unit A and B***



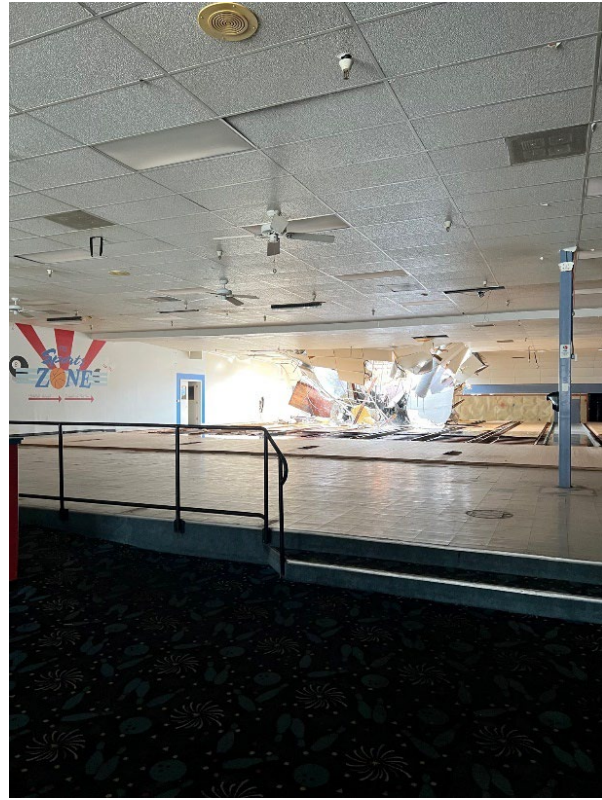
***Aerial over Unit C***



***Aerial over Unit C - G***



***Unit A - 827 Lakeport Blvd***



***Unit A - Roof Collapse***

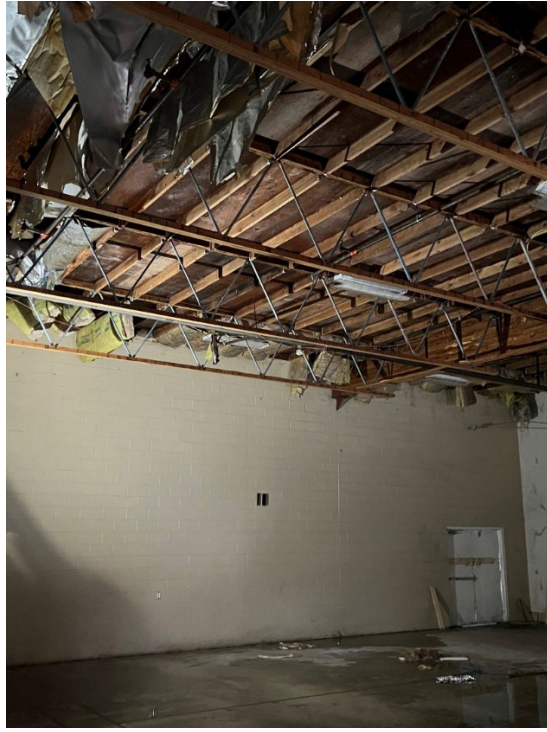


***Unit A - Roof Collapse***



***Unit A - Saturated Framing Members***





***Unit A - Extensive Water Damage Post-Collapse***



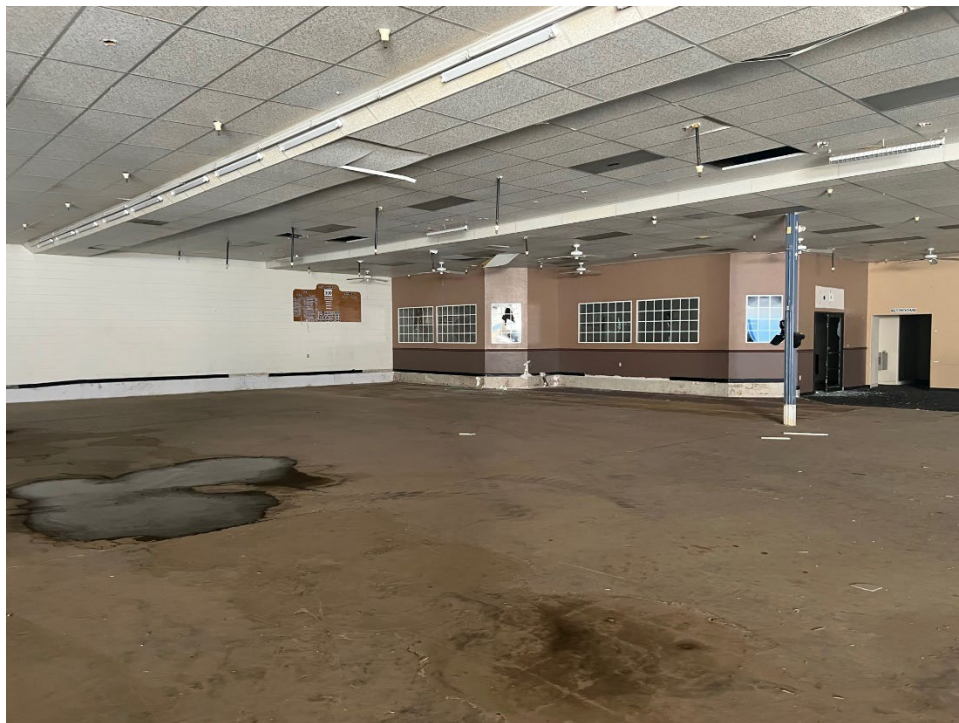
***Unit A – Northwest portion of building***



***Unit A - Vandalism post roof collapse due to unsecured building***



***Unit A - Additional image of vandalism and water intrusion - post roof collapse and red tag***



***Unit B – 880 Lakeport Blvd***



***Unit B – Freestanding walls post initial roof collapse***



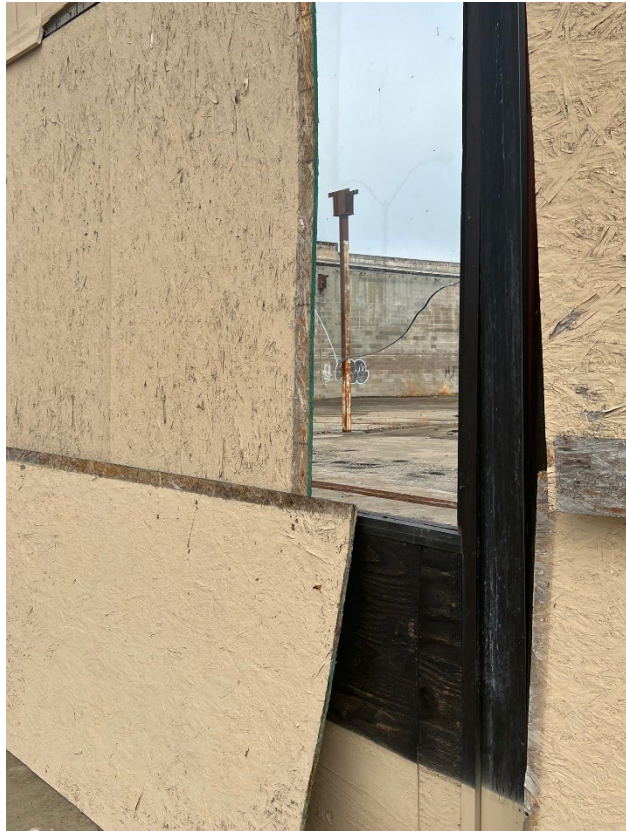
***Unit B, shared wall with Unit C***



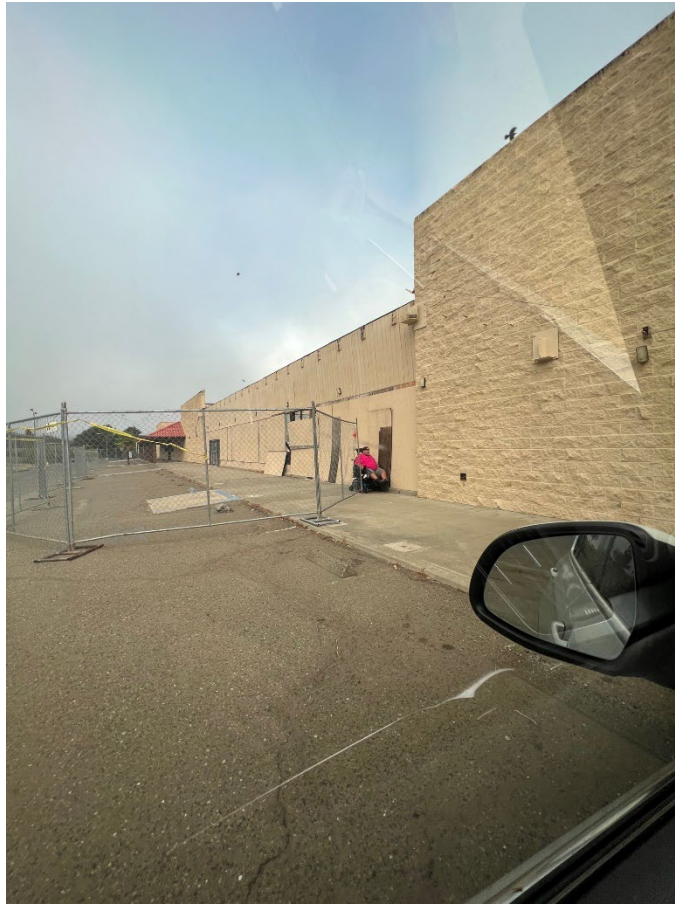
***Unit B – Entrance with visible vegetation on interior***



***Unit B – Unsecured plywood with exposed broken glass***



***Unit B – Temporary fencing not secure to prevent pedestrian travel***



***Unit C – 888 Lakeport Blvd.  
Southwest corner, water intrusion***

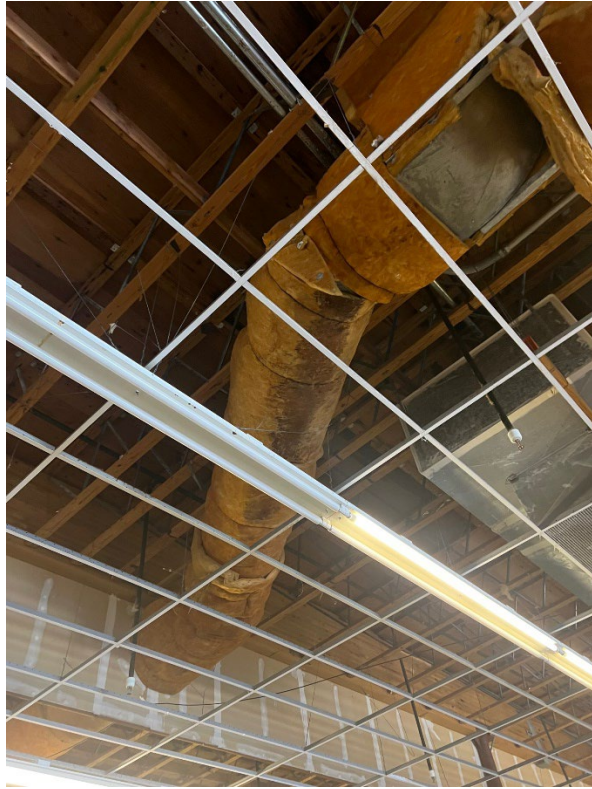


***Unit C – North West wall, water intrusion***



***Unit C - HVAC – saturated ducting***

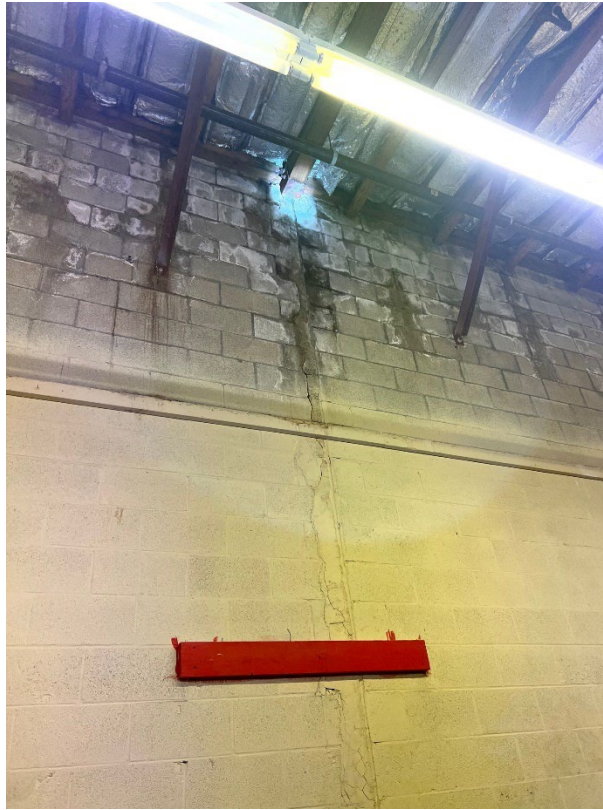




***Unit C- Shared wall with Unit B, exposed glulam beams***



**Unit C – Crack in shared wall with Unit D**



**Unit C – Water intrusion in center of unit**



***Unit C – Holes in shared wall with Unit B, exposing structural elements to weather exposure since initial roof collapse***



**Units D – G 896/896a Lakeport Blvd.**  
**Multiple water markings on ceiling tiles**



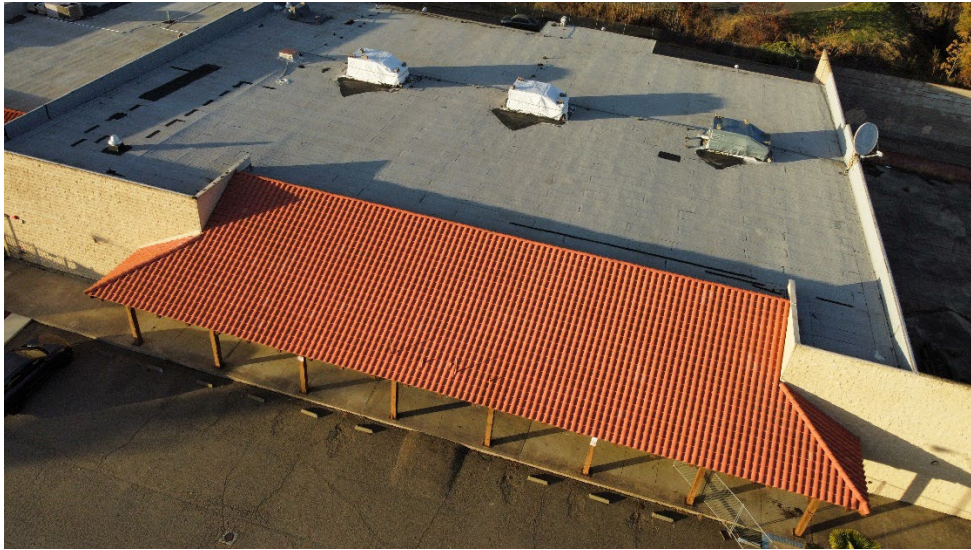
***Unit G – Water running down the walls of the Northwest corner***



*Unit F-G – Saturated carpet*

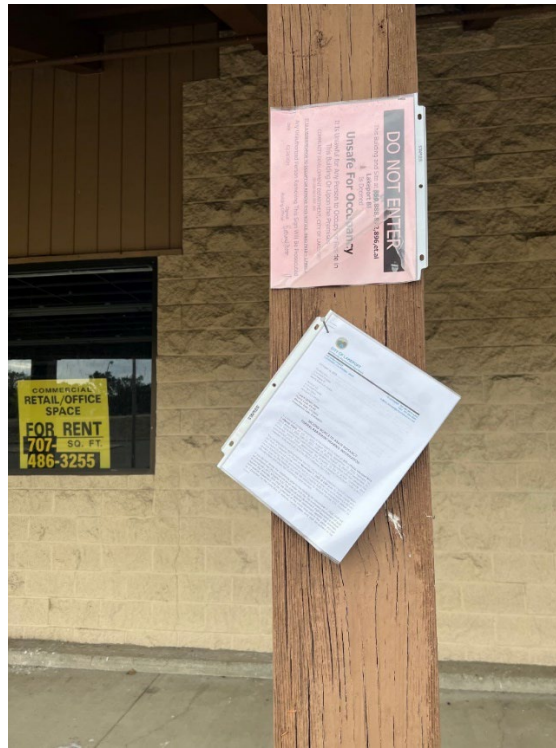


**UNPERMITTED ROOF REPAIRS**



**BREACH OF RED TAGS**

**Unit A – G include for rent signs displayed on the interior post collapse of Unit A's roof**



**Unit A – Construction worker on scissor lift in the center of the roof collapse.**

**No permit or approval to occupy from the City**





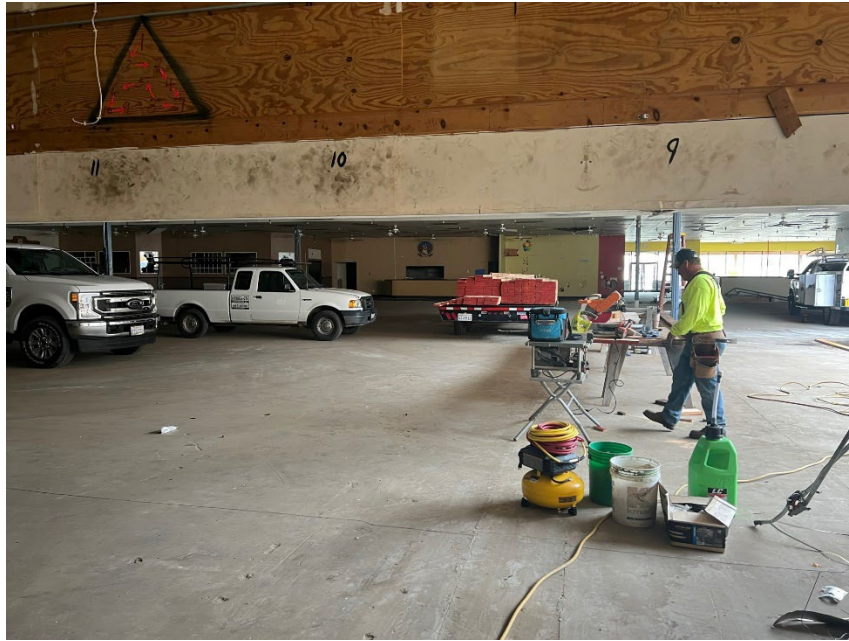
***Unit A – Vehicle entering into the building***



***Unit A – Unpermitted demolition to enable vehicles to enter into the building***



***Unit A – Unpermitted construction***



***Unit A – The red tag on the door that the Contractor and workers entered through***



# ATTACHMENT 6

## DETAILED LIST OF CODE VIOLATIONS

A comprehensive listing of code violations contained in the various Notices to Abate Nuisances

A- Lakeport Municipal Code

B – International Property Maintenance Code

C – California Building Code

D – California Fire Code

**ATTACHMENT 6**  
**DETAILED LIST OF CODE VIOLATIONS**  
A - Lakeport Municipal Code

## **Lakeport Municipal Code, Chapter 8.22 Abatement of Nuisances**

### **8.22.010 Purpose and scope.**

Any nuisance, as defined in this chapter, existing on any parcel of land in the city of Lakeport, may be abated as provided herein. The procedure for said abatement shall not be exclusive, but shall be cumulative and in addition to any other abatement procedures as provided by the laws of the state of California or the city of Lakeport Municipal Code. (Ord. 802 (part), 1999)

### **8.22.020 Definitions.**

For the purpose of this chapter, the following words and phrases shall have the following meanings:

"Affected or responsible person" means any agent, lessee, or other person occupying or having charge or control of any premises, except the owner.

"Beneficial owner" means any mortgagee of record; a beneficiary under a recorded deed of trust; the owner or holder of any lease of record; provided, however, that the United States, the state of California, and the city of Lakeport shall not be deemed to be beneficial owners by virtue of any lien for unpaid taxes.

"City staff" means any officer or department head of the city of Lakeport charged with the duty of enforcing regulations of the city of Lakeport or laws of the state of California.

"Council" means the city council of the city of Lakeport.

"Junk" means any material or object, used or new, which is not presently useable, or objects or materials so worn, deteriorated, or obsolete as to make them unusable in their existing condition, or objects or materials not capable of being used in their present location on the property, or which cannot be legally used in their present condition. "Junk" may include any objects or materials which are also defined as "trash."

"Nuisance" means anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway, is a nuisance.

A "nuisance" shall also mean:

1. Any public nuisance known under common law or equity; or
2. Any attractive nuisance which may prove dangerous or detrimental to any person; or
3. Any condition that is dangerous to human life, unsafe, or detrimental to the public health or safety, including the accumulation of trash or junk and the existence of dangerous buildings as defined under the currently adopted California Building Standards Code as referenced in Section 15.04.010 for the abatement of dangerous buildings.

"Occupier" means the person occupying or otherwise in real or apparent charge and control of the premises affected.

"Owner" means the owner of record of the land or premises affected.

"Trash" means all waste items whether described as rubbish, trash, waste, or refuse, used or new, including but not limited to paper, tin cans, bottles, glass, containers, rags, ashes, scrap metals, bones, cloth, rubber pieces, rope, asphalt, concrete, plaster, tile, bricks, crates, cartons, barrels, boxes, tree limbs, leaves, dead plants and trees, trimmings from plants and trees, grass clippings, tools, fixtures, utensils, lumber, pipe and pipe fittings, machinery or parts thereof, appliances, furniture, motor vehicle parts or tires, or any waste material from the premises, including those building materials for or produced from remodeling or construction, and material or objects which may become a breeding place for flies, mosquitoes, or vermin, or which give off unpleasant odors. (Ord. 924 §2, 2020; Ord. 802 (part), 1999)

**8.22.030 Service of notice to abate nuisance.**

A. Determination of Nuisance. City staff, upon discovery of, or upon notice or complaint of a nuisance, shall investigate the alleged nuisance, and make a determination of the existence of a nuisance as defined herein.

Upon the determination by staff that a nuisance exists, staff shall prepare a notice of nuisance, and shall cause copies of said notice of nuisance to be served as provided herein.

Any notice required to be given by the provisions of this section shall be deemed to have been given when:

1. A copy of said notice is either served personally or has been deposited in the mail, postage prepaid, certified, return receipt requested, to every owner, occupier, and beneficial owner of the premises or land affected, addressed to such persons at his last known place of address.
2. A copy of the notice is prominently and conspicuously affixed to the premises affected by the proceedings herein.

The failure of city staff to make or attempt to make such service on any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served. If no address can be found by city staff, then any notice shall be so mailed to such person to the address of the premises affected by the proceedings taken hereunder; and

B. The notice of nuisance shall contain the following:

1. A street address, legal description, or other description sufficient to identify the premises affected.
2. A description of the condition causing the nuisance. Where city staff has determined that the condition causing the nuisance can be corrected or abated by repair or action thereof, the notice shall state the repairs or action which will be required, and a date by which time such repair or actions shall be completed.
3. Where city staff has determined that the condition causing the nuisance is imminently dangerous to human health, life, or limb, or is unsafe, or is detrimental to the public health or

safety, staff may order that the building or structure affected be vacated, pending the correction or abatement of the conditions causing the nuisance; order the abatement of said nuisance within thirty days, and thereafter diligently prosecute and complete said abatement.

4. A statement that if the required abatement is not commenced within the time limit specified, staff will recommend to the council an order that the city complete abatement of said nuisance. The costs of such abatement shall become a charge against the premises, and shall be made a special assessment against the premises. Said special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary county taxes, and shall be subject to the same penalties, interest, and to the same procedures of foreclosure and sale in the case of delinquency as is provided for ordinary county taxes.

At the time said notice of nuisance is served as provided herein, city staff shall cause a copy of said notice of nuisance to be recorded in the office of the city clerk and the Lake County recorder. (Ord. 802 (part), 1999)

**8.22.040 Second notice to abate nuisance.**

A. Notice to Abate Nuisance. (Second Notice). If upon the expiration of the period specified in the notice of nuisance, action to abate the nuisance has not been commenced, or, if it has been commenced, it has not been pursued with the due diligence nor completed within a reasonable time, city staff shall cause a second notice to abate nuisance to be prepared, and shall serve such notice as provided herein.

B. The second notice to abate nuisance shall contain the following:

1. A heading, "Second Notice to Abate Nuisance," in large bold lettering.
2. A notice to appear before the council at a stated time and place, which said time and place shall not be less than twenty-one days after service of said notice, to show cause why such condition should not be condemned as a nuisance, and why such nuisance should not be abated by the city. (Ord. 802 (part), 1999)

**8.22.050 Hearing.**

At the time and place specified in the second notice to abate nuisance, the council shall proceed to hear the testimony of city staff, the testimony of the owner or his representatives, and the testimony of other competent persons concerning the conditions constituting such nuisance, the estimated cost of abatement, and other matters which the council may deem pertinent. Any person affected may be present at such hearing, may be represented by counsel, may present testimony, and may cross-examine city staff, and other witnesses. The hearing may be continued by the council from time to time. (Ord. 802 (part), 1999)

**8.22.060 Order of the council.**

A. Upon the conclusion of the hearing, the council may terminate the abatement proceedings, or it may order the owner or other affected or responsible person to abate the nuisance, prescribing the



requirements of such abatement and prescribing a reasonable time, not less than thirty days, for the completion of such abatement.

B. Such order may further provide that, in the event such abatement is not commenced, pursued, or completed within the terms set by the council, city staff shall be empowered and authorized to abate said nuisance.

C. The order of the council shall be served as provided in Section 8.22.030, and the time limits set by the council shall not commence until said order is served as provided therein.

D. Upon the expiration of the time limits set by the council as set forth above, city staff shall acquire jurisdiction to abate said nuisance. (Ord. 802 (part), 1999)

**8.22.070 Costs and accounting.**

A. The council may create a revolving fund or funds from which may be paid the costs of abating nuisances and enforcing the provisions of this chapter, and into which shall be paid the receipts from the collection of costs as hereinafter set forth.

B. City staff shall keep an itemized account of the costs of enforcing the provisions of this chapter, and of the proceeds of the sale of any materials connected therewith.

C. The materials contained in any nuisance abated by city staff may be sold in the same manner as surplus city property is sold, and the proceeds from such sale shall be paid into the revolving fund. (Ord. 802 (part), 1999)

**8.22.080 Notice of assessment.**

A. Upon the completion of the abatement, city staff shall cause a notice to be prepared, specifying the work done, an itemized account of the costs and receipts of performing the work, an address, legal description or other description sufficient to identify the premises, the amount of the assessment proposed to be levied against the premises, and the time and place when and where city staff will submit the account to the council for confirmation.

B. The time and place specified shall not be less than twenty-one days after the service of the notice as provided herein. The notice shall contain a statement that the council will hear and consider objections and protests to said account and proposed assessment. (Ord. 802 (part), 1999)

**8.22.090 Hearing on account and proposed assessment.**

At the time and place fixed in the notice, the council shall hear and consider the account and proposed assessment, together with objections and protests thereto. At the conclusion of the hearing, the council may make such modifications and revisions of the proposed account and assessment as it deems just, and may order the account and proposed assessment confirmed or denied, in whole or in part, or as modified and revised. The determination of the council as to all matters contained therein shall be final and conclusive. (Ord. 802 (part), 1999)

**8.22.100 Recordation of lien.**

- A. Upon the confirmation by the council, city staff shall cause to be prepared and recorded, in the office of the Lake County recorder, a notice of lien. Said notice shall contain the following:
1. An address, legal description, or other description sufficient to identify the premises.
  2. A description of the proceeding under which the special assessment was made, including the order of the council confirming the assessment.
  3. The amount of the assessment.
  4. A claim of lien upon the described premises.
- B. Upon the recordation of such notice of lien, the amount claimed shall constitute a lien upon the described premises. Such lien shall be upon a parity with the liens of state and county taxes.
- C. The notice of lien, after recordation, shall be delivered to the county auditor who shall enter the amount of the lien on the assessment roll as special assessments. Thereafter, the amount set forth shall be collected at the same time and in the same manner as ordinary county taxes are collected, and shall be subject to the same penalties and interest, and to the same procedures for foreclosure and sale in case of delinquency, as is provided for ordinary county taxes, and all laws applicable to the levy, collection, and enforcement of county taxes are hereby made applicable to such assessment. (Ord. 802 (part), 1999)

**8.22.110 Penalty.**

- A. Any person who violates any of the provisions of this chapter is guilty of a misdemeanor, which may be prosecuted as an alternative to other remedies contained herein, and which is punishable by a fine not exceeding one thousand five hundred dollars or by imprisonment not exceeding six months, or by both such fine and imprisonment.
- B. Any person who removes any notice or order posted as required in this chapter shall be guilty of a misdemeanor. (Ord. 802 (part), 1999)

**8.22.120 Summary abatement of immediate dangers.**

Whenever any condition on or use of property causes or constitutes, or reasonably appears to cause or constitute, an imminent or immediate danger to the health or safety of the public, or a significant portion thereof, any enforcement officer or his or her authorized representative shall have the authority to summarily and without notice abate the same. The expenses of such abatement shall become a lien on the property and be collectible as provided herein. (Ord. 802 (part), 1999)

**Lakeport Municipal Code Chapter 8, Nuisances**

**8.20.010 Nuisance defined.**

Anything which is injurious to health, or is indecent, or offensive to the senses, or an obstruction to the free use of property, or as to interfere with the comfortable or safe enjoyment of life or property of the community, or any portion thereof, or neighborhood therein, is a public nuisance. (Ord. 392 §1, 1963)

## ATTACHMENT 6

### DETAILED LIST OF CODE VIOLATIONS

B – International Property Maintenance Code

## **International Property Maintenance Code**

**102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. An owner, owner's authorized agent, operator or occupant shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or disconnected for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner of the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

**102.6 Structural analysis.** Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal loads, load effects, required strengths and limit states in accordance with the requirements under which the structure was constructed or in accordance with any subsequent requirement.

**109.3 Prosecution of violation.** Any persons failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**109.4 Violation penalties.** Any person who shall violation a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted with the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offence.

**109.5 Abate of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

**111.1 Unsafe conditions.** When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

**111.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

**111.1.3 Structure unfit for human occupancy.** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, in unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

**111.1.4 Unlawful structure.** An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

**111.1.5 Dangerous structure or premises.** For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**111.2 Closing of vacant structures.** If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource

**112.1 Imminent danger.** When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

**301.3 Vacant structures and land.** Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

**302.9 Defacement of property.** A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

**304.1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. **304.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

3. Structures or components thereof that have reached their limit state.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.

**304.2 Protective treatment.** Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and



water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**304.4 Structural members.** Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

**304.5 Foundation walls.** Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

**304.7 Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

**304.8 Decorative features.** Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

**304.9 Overhang extensions.** Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.18 Building security.** Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

**305.1 General.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property. **305.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

3. Structures or components thereof that have reached their limit state.

4. Structural members are incapable of supporting nominal loads and load effects.

5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.

**305.2 Structural members.** Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

**305.3 Interior surfaces.** Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

**306.1 General.** The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. 306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Soils that have been subjected to any of the following conditions: 1.1. Collapse of footing or foundation system. 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion. 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil. 1.4. Inadequate soil as determined by a geotechnical investigation. 1.5. Where the allowable bearing capacity of the soil is in doubt 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table. 2. Concrete that has been subjected to any of the following conditions: 2.1. Deterioration. 2.2. Ultimate deformation. 2.3. Fractures. 2.4. Fissures. 2.5. Spalling. 2.6. Exposed reinforcement. 2.7. Detached, dislodged or failing connections. 3. Aluminum that has been subjected to any of the following conditions: 3.1. Deterioration. 3.2. Corrosion. 3.3. Elastic deformation. 3.4. Ultimate deformation. 3.5. Stress or strain cracks. 3.6. Joint fatigue. 3.7. Detached, dislodged or failing connections. 4. Masonry that has been subjected to any of the following conditions: 4.1. Deterioration. 4.2. Ultimate deformation. 4.3. Fractures in masonry or mortar joints. 4.4. Fissures in masonry or mortar joints. 4.5. Spalling. 4.6. Exposed reinforcement. 4.7. Detached, dislodged or failing connections. 5. Steel that has been subjected to any of the following conditions: 5.1. Deterioration. 5.2. Elastic deformation. 5.3. Ultimate deformation. 5.4. Metal fatigue. 5.5. Detached, dislodged or failing connections. 6. Wood that has been subjected to any of the following conditions: 6.1. Ultimate deformation. 6.2. Deterioration. 6.3. Damage from insects, rodents and other vermin. 6.4. Fire damage beyond charring. 6.5. Significant splits and checks. 6.6. Horizontal shear cracks. 6.7. Vertical shear cracks. 6.8. Inadequate support. 6.9. Detached, dislodged or failing connections. 6.10. Excessive cutting and notching. Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.

**308.1 Accumulation of rubbish or garbage.** Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

**504.1 General.** Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which

such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

**504.3 Plumbing system hazards.** Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

**605.1 Installation.** Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

**701.2 Responsibility.** The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

**703.1 Fire-resistance-rated assemblies.** The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

**703.2 Unsafe conditions.** Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 114.1.1 of the International Fire Code. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion thereof, the fire code official shall act in accordance with Section 114.2 of the International Fire Code.

**703.3 Maintenance.** The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the owner and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the owner unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly.

**704.1 Inspection, testing and maintenance.** Fire protection and life safety systems shall be maintained in accordance with the International Fire Code in an operative condition at all times, and shall be replaced or repaired where defective.

**704.3 Systems out of service.** Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the International Fire Code to bring the systems back in service. Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

**704.5 Fire department connection.** Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

**ATTACHMENT 6**  
**DETAILED LIST OF CODE VIOLATIONS**  
C – California Building Code

## California Building Code

**116.1 Unsafe conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangers to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down or removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against unauthorized entry shall be deemed unsafe.

**116.5 Restoration or abatement.** Where the structure or equipment determined to be unsafe by the building official is restored to safe condition, the owner, the owner's authorized agent, operator or occupant of the structure, premises or equipment deemed unsafe by the building official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action. To the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of the California Building Code.

**ATTACHMENT 6**  
**DETAILED LIST OF CODE VIOLATIONS**  
D – California Fire Code

## California Fire Code

**111.4 Abatement.** The owner, the owner's authorized agent, operator or occupancy of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

**509.1 Identification.** Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems or fire protection systems shall be identified for the use of the fire department. Approved signs required to identify fire protection system equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible.

**701.7 Scope.** The provisions of this chapter shall govern the inspection and maintenance of the materials, systems and assemblies used for structural fire resistance, fire-resistance-rated construction separation of adjacent spaces and construction installed to resist the passage of smoke to safeguard against the spread of fire to or from buildings. New buildings shall comply with the California Building Code.

**901.6 Inspection, testing and maintenance.** Fire detection and alarm systems, emergency alarm systems, gas detection systems, fire-extinguishing systems, mechanical smoke exhaust systems and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Nonrequired fire protection systems and equipment shall be inspected, tested and maintained or removed. 901.6.1 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 901.6.1 and California Code of Regulations, Title 19, Division 1, Chapters 3 and 5.

**NFPA 25** – Standard for the inspection, testing, and maintenance of water-based fire protection systems.



## **RESOLUTION NO. XXXX (2023)**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT DECLARING THE PROPERTY LOCATED AT 872-896a LAKEPORT BOULEVARD A PUBLIC NUISANCE AND ITS INTENT TO COMMENCE ABATEMENT PROCEEDINGS PURSUANT TO LAKEPORT MUNICIPAL CODE CHAPTER 8.22**

**WHEREAS**, Lakeport Municipal Code Section 8.22.020 defines a nuisance as anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway; and

**WHEREAS**, Lakeport Municipal Code Section 8.22.020 further defines a nuisance as any public nuisance known under common law or equity, any attractive nuisance which may prove dangerous or detrimental to any person, or any condition that is dangerous to human life, unsafe, or detrimental to the public health or safety, including the accumulation of trash or junk and the existence of dangerous building as defined under the currently adopted California Building Standards Code as referenced in Lakeport Municipal Code Section 15.01.010 for the abatement of dangerous buildings; and

**WHEREAS**, the property located at 872-896a Lakeport Boulevard (“the Property”) in the City of Lakeport and further known as Lake County Assessor’s Parcel Number 025-472-05 is owned by Donica LLC (“Property Owner”); and

**WHEREAS**, the Property’s structure comprises five interconnected buildings with a shared wall construction design and shared commonalities in structural systems, materials, detailing and wood roof systems; and

**WHEREAS**, among the Property one unit, the split building Unit D and Unit E, is presently leased and occupied as the administrative offices for the Lake Family Resource Center and the Early Head Start Program, three units remain unoccupied, and Unit B which experienced a roof collapse in 2008 has remained vacant and unoccupied; and

**WHEREAS**, a Notice to Abate Nuisance dated July 14, 2022 was issued to the Property Owner outlining twelve code violations; and

**WHEREAS**, although the Property Owner made some progress on the violations identified in the July 14<sup>th</sup> Notice, a Second Notice to Abate Nuisance dated September 29, 2022 was issued to the Property Owner outlining six remaining code violations; and

**WHEREAS**, Unit A of the Property experienced a roof collapse on February 24, 2023, which, as this was the second roof collapse on the Property, prompted City staff to red tag the entire

primary structure leading to the displacement of approximately 30 children from the Early Head Start Program and administrative staff offices of the Lake Family Resources Center; and

**WHEREAS**, an Amended Notice to Abate Nuisance was issued to the Property Owner on March 13, 2023, outlining six specific requirements for review by City staff and City's contracted structural engineer Kelsey Structural outlining the necessary steps to reoccupy Unit D and Unit E in addition to resolution of the six outstanding violations cited in Notices dated July 14, 2022, and September 29, 2022; and

**WHEREAS**, a Technical Memorandum was issued by Kelsey Structural to the Property Owner on April 18, 2023 which outlined deteriorated conditions, the cause of the roof collapse in Unit A, and expectations for the Property Owner to achieve to ensure the conditions that occurred in Unit A's roof collapse did not exist elsewhere, most notably in Unit D and Unit E; and

**WHEREAS**, Conditions of Potential Re-occupancy of Unit D and Unit E was issued to Property Owner on April 20, 2023, identifying immediate repairs that were necessary prior to temporary re-occupancy of Units D and E, as well as repairs that must be completed within 60 days of the correspondence date for permanent occupancy; and

**WHEREAS**, on May 16, 2023, Property Owner requested temporary fencing for Unit B while engineered plans were reportedly being drafted so that Lake Family Resource Center and Early Head Start could move towards reoccupation of Units D and E; and

**WHEREAS**, Lake Family Resource Center and Early Head Start were granted temporary re-occupancy of Units D and E on May 19, 2023, with conditions that Property Owner would comply with 60-day requirements outlined in April 25, 2023 Conditions of Potential Re-occupancy correspondence; and

**WHEREAS**, in compliance with Lakeport Municipal Code Chapter 8.22 a Second Notice to Abate Nuisance was issued to Property Owner on October 16, 2023, which included a formal Abatement Hearing date scheduled for November 7, 2023; and

**WHEREAS**, a Second Notice to Abate Nuisance was re-issued on October 31, 2023 following a request from the Property Owner to reschedule due to personal conflict, continuing the Abatement Hearing to December 5, 2023.

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lakeport as follows:**

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The record of proceedings ("Record") upon which all findings and determinations related to the Nuisance Abatement Hearing are based includes, but is not limited to:
  - A. The staff reports, City files, records and other documents, and all other information (including written evidence and testimony) prepared for and/or submitted to the City Council relating to the Property;
  - B. All information (including written evidence and testimony) presented to the City or incorporated into reports presented to the City Council;

- C. All information (including written evidence and testimony) presented to the City by other public agencies relating to the Property;
  - D. All documentary and oral evidence received at public workshops, meetings, and hearings or submitted to the City regarding the Property and conditions thereon;
  - E. All applications, letters, testimony and hearing presentations given by the Property Owner or its consultants/agents to the City in connection with the Property;
  - F. All information (including written evidence and testimony) presented to the City by members of the public relating to the Property and its condition;
  - G. The General Plan, its related environmental document, the Lakeport Municipal Code, the California Building Code, International Property Maintenance Code, and all other City-adopted codes incorporated by reference, land use plans and ordinances, including, without limitation, specific plans, guidelines and ordinances;
  - H. All other matters of common knowledge to the City Council including, but not limited to, City, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the City of Lakeport and its surrounding areas;
  - I. The evidence, facts, findings and other determinations set forth in this resolution; and
3. Notice of the nuisance abatement hearing was properly given and the hearing was properly held.
  4. Based on a review of the Record and the testimony of the parties and public at the public hearing, the City Council finds the property located at 872-896a Lakeport Boulevard (Assessor's Parcel Number 025-472-05) constitutes a public nuisance under Lakeport Municipal Code Section 8.22.020, is an Unsafe Structure as provided in California Building Code Section 116.1, and is an Unsafe Structure as provided in the International Property Maintenance Code Section 111.1.1, which are incorporated by reference in the Lakeport Municipal Code under Section 15.04.010.
  5. After a thorough review of the Record, the City Council declares the property at 872-896a Lakeport Blvd of the Vista Point Shopping Center, further identified as APN 025-472-05, is a public nuisance, and orders the property owner, Donica LLC, to abate all identified nuisance conditions within 30 days of service of this Resolution.
  6. The City Council further orders that, in the event such abatement is not commenced, pursued, or completed within the terms set by the Council, city staff shall be empowered and authorized to abate said nuisance and upon expiration of the time limits set under Section 3 above, and city staff shall acquire jurisdiction to abate said nuisance. The costs of such abatement may become a charge against the Property and may be made a special assessment against the Property pursuant to Lakeport Municipal Code Chapter 8.22. Said special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary county taxes, and shall be subject to the same penalties, interest, and to the same procedures of foreclosure and sale in the case of delinquency as is provided for ordinary county taxes.
  7. This Resolution is categorically exempt from CEQA in accordance with CEQA Section 15321 as an action by a regulatory agency to enforce or revoke a lease, permit, license,

certificate, or other entitlement for use, and actions to enforce any law, rule, standard, or objective administered or adopted by the agency.

8. The City Clerk is hereby directed to serve this Resolution on the Property Owner as provided in Lakeport Municipal Code Section 8.22.03 and Code of Civil Procedure section 1094.6, subdivision (b) and is further directed to forward a certified copy of this Resolution to the County Recorder of the County of Lake for recordation. The decision of the City Council is final and hereby gives notice that the time within which judicial review of this action must be sought is governed by Code of Civil Procedure section 1094.6.

**THIS RESOLUTION** was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 5th day of December 2023, by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

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STACEY MATTINA, Mayor

ATTEST:

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KELLY BUENDIA, City Clerk



## CITY OF LAKEPORT

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

### STAFF REPORT

**RE:** Carnegie Library Improvement Project

**MEETING DATE:** 12/05/2023

**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 Carnegie Library Improvement Project, Skiles & Associates, and authorize the City Manager to enter into a construction agreement with Skiles & Associates, in the amount of \$128,538.59.

#### BACKGROUND/DISCUSSION:

The Carnegie Library Improvements Project involves various interior renovations of the Carnegie Library, including repairing and painting walls, and insulating and installing new ceiling. The carpet will be removed, and any damaged floorboards will be replaced. The floor will then be stained with a new finish. New recessed lights will be installed, and six battery powered emergency lights will be added. New window coverings will be installed as will a new chandelier and ceiling fan.

Following a 6-week bid period, two bids were received. Skiles & Associates was the low bidder at \$128,538.59. The engineer's estimate for the project was \$114,000. Work is anticipated to begin February 2024 and be completed by June 2024.

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (a), Class 1 for Existing Facilities.

#### OPTIONS:

1. Award a public works contract to Skiles & Associates for the Carnegie Library Improvement Project and authorize the City Manager to sign the contract in the amount of \$128,538.59.
2. Provide other direction.

#### FISCAL IMPACT:

None  \$128,538.59 Budgeted Item?  Yes  No

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

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

Comments:

**COUNCIL PRIORITIES:**



Priority #1: Public Safety & Crisis Response



Priority #2: Disaster Resiliency



Priority #3: Good Governance & Fiscal Stability



Priority #4: Capital Infrastructure Improvement



Priority #5: Safe, Sustainable & Attractive Neighborhoods



Priority #6: Economic Development

**SUGGESTED MOTIONS:**

Move to award a public works contract to Skiles & Associates for the Carnegie Library Improvements and authorize the City Manager to issue the contract for the bid amount.

- Attachments:**
1. Bid Tabulation
  2. Articles of Agreement

## BID TABULATION

<b>AGENCY</b>	City of Lakeport
<b>PROJECT NAME</b>	Carnegie Library Improvements
<b>LOCATION</b>	200 Park Street
<b>ARCHITECT</b>	
<b>BID DATE</b>	231115
<b>PROJECT NO.</b>	22-07

				ENGINEER'S ESTIMATE		Skiles & Associates		Next Generation Builders	
BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID
1	Mobilization	1	LS		\$ 1,500.00		2,547.58		4,500.00
2	Protection of Existing Facilities	1	LS		\$ 6,120.00		3,185.70		5,430.00
3	Demolition	1	LS		\$ 6,120.00		8,256.58		13,300.00
4	General Electrical Work	1	LS		\$ 2,600.00		5,000.00		5,800.00
5	Install Recessed Ceiling Lights	46	EA	150	\$ 6,900.00	46	8,000.00	46	22,800.00
6	Modify Existing Downstairs Light Fixture	1	LS		\$ 560.00		800.00		1,300.00
7	Install Ceiling Fan	1	LS		\$ 2,100.00		800.00		1,300.00
8	Install Chandelier Light Fixture	1	LS		\$ 2,100.00		800.00		800.00
9	Modify HVAC Equipment	1	LS		\$ 2,000.00		1,000.00		4,260.00
10	Install Ceiling Insulation	1	LS		\$ 10,000.00		7,070.00		3,440.00
11	Install and Finish Gypsum Ceiling	1	LS		\$ 8,000.00		23,100.00		14,400.00
12	Paint New Ceiling and Existing Walls	1	LS		\$ 8,000.00		14,540.00		10,800.00
13	Install Window Coverings	1	LS		\$ 15,000.00		9,761.57		3,000.00
14	Prepare Existing Wood Floor for New Finish	1	LS		\$ 2,500.00		6,223.61		18,120.00
15	Replace Existing Floorboards – Location	3	EA	750	\$ 2,250.00	3	1,000.00	3	4,320.00
16	Replace Existing Floorboards – Area	10	SF	250	\$ 2,500.00	10	1,000.00	10	3,500.00
17	Apply Floor Stain and Finish	1	LS		\$ 12,000.00		3,500.00		11,200.00
18	Install Battery Emergency Lights	6	EA	200	\$ 2,445.00	6	3,500.00	6	4,800.00
19	Bonds and Insurance	1	LS		\$ 20,000.00		6,091.88		6,530.00
20	Contractor's Fees	1	LS		\$ 1,200.00		22,361.67		4,000.00
<b>Total Bid Amount</b>					<b>\$ 113,895.00</b>		<b>\$ 128,538.59</b>		<b>\$ 143,600.00</b> *

Bid submitted.. \$ 144,600.00

\* addition error

## **ARTICLES OF AGREEMENT**

### **CARNEGIE LIBRARY IMPROVEMENTS BID NO. 22-07 IN THE CITY OF LAKEPORT, CALIFORNIA**

THIS CARNEGIE LIBRARY IMPROVEMENTS, BID NO. 22-07, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 5<sup>th</sup> day of December, 2023, BY AND BETWEEN the City of Lakeport, a municipal corporation, hereafter designated as “AGENCY”, and Skiles & Associates, Inc., a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the CARNEGIE LIBRARY IMPROVEMENTS, BID NO. 22-07, 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 one hundred twenty-eight thousand, five hundred thirty-eight Dollars and 59/100 (\$128,538.59) 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 of 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

CONTRACTOR: Joshua Skiles

CITY OF LAKEPORT

Skiles & Associates, Inc.

225 Park Street

PO Box 237

Lakeport, CA 95453

Middletown, CA 95461

**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 5<sup>th</sup> Day of December, 2023.

CONTRACTOR: Skiles & Associates, Inc.

\_\_\_\_\_  
Contractor's Sign Name, Title  
CSLB# 1010253

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

AGENCY: \_\_\_\_\_ Date  
City Manager  
City of Lakeport

ATTESTED: \_\_\_\_\_ Date  
City Clerk of the  
City of Lakeport

APPROVED AS  
TO FORM: \_\_\_\_\_ Date  
City Attorney of the  
City of Lakeport

**( EXECUTE IN DUPLICATE )**