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 Lakeport Redevelopment Agency)
Tuesday, March 7, 2017
City Council Chambers, 225 Park Street, Lakeport, California 95453

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

I. CALL TO ORDER & ROLL CALL: 6:00 p.m.

II. PLEDGE OF ALLEGIANCE:

III. ACCEPTANCE OF AGENDA:

Move to accept agenda as posted, or move to add or delete items.

Urgency 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 regular City Council meeting of February 21, 2017.

C. Warrants:

Approve the warrant register of February 28, 2017.

D. Application 2017-010:

Approve Application No. 2017-010 with staff recommendations for the 2017 Camp & Shine event to be held on Park Street on June 17, 2017.

V. PUBLIC PRESENTATIONS/REQUESTS:

A. Citizen Input:

Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight’s agenda. Persons wishing to address the City Council are required to complete a Citizen’s Input form and submit it to the City Clerk prior to the meeting being called to order. While not required, please state your name and address for the record. NOTE: Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.

B. Presentation:

Philip Moy of Lake County Water Resources Department will update the Council on the lake level and the County’s Urgency Boating Ordinance.

VI. COUNCIL BUSINESS:

A. Public Works Director

1. Giselman Street Waterline Replacement Project:

Authorize staff to advertise for competitive bids for the Giselman Street Waterline Replacement Project.

B. Community Development Director

1. Hotel Feasibility Analysis:

Approve the Professional Services Agreement between the City of Lakeport and HVS, Division of TS Worldwide, LLC, for the development and implementation of the Hotel Market and Development Feasibility Analysis, and authorize the City Manager to sign the agreement on behalf of the City of Lakeport.

C. City Attorney

1. Renew Emergency Resolution:

Approve the continuation of the proclamation declaring a Local State of Emergency due to flooding and extreme weather.

2. Report: Anti-Price Gouging Laws

Receive and file City Attorney’s report on Anti-Price Gouging Laws during a State of Emergency.

VII. COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:
VIII. **ADJOURNMENT:** Adjourn

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.

_______________________________________
Hilary Britton, Deputy City Clerk
MINUTES
REGULAR MEETING OF THE LAKEPORT CITY COUNCIL
(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESOR AGENCY TO THE LAKEPORT REDEVELOPMENT AGENCY)
Tuesday, February 21, 2017

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

CLOSED SESSION: Mayor Mattina called the meeting to order at 5:30 p.m.
Council Members Barnes, Parlet, Spurr, Turner and were present.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8): Property Address: 902 Bevins Court; Agency Negotiator: Margaret Silveira, City Manager; Negotiating Parties: City of Lakeport and Lake County Tribal Health; Under Negotiation: Price and Terms of Payment

REPORT FROM CLOSED SESSION: There was no reportable action out of Closed Session.

I. CALL TO ORDER & ROLL CALL:
Mayor Mattina called the meeting to order at 6:00 p.m.
Council Members Barnes, Parlet, Spurr, and Turner were present.

II. PLEDGE OF ALLEGIANCE:
The Pledge of Allegiance was led by Council Member Turner.

III. ACCEPTANCE OF AGENDA:
A motion was made by Council Member Parlet, seconded by Council Member Turner, and unanimously carried by voice vote, to accept agenda as posted, or move to add or delete items.

Urgency Items:
Mayor Mattina proposed adding an Urgency Item regarding declaring a local emergency and ratifying the City Manager’s Proclamation of a Local Emergency made on February 14, 2017, which is required to be ratified by the Council within 7 days.

The Council determined that an urgency exists (as defined in the Brown Act) and the need to take action arose subsequent to the Agenda being posted.

A motion was made by Council Member Turner, seconded by Council Member Parlet, and unanimously carried by voice vote, to add item VI.B. approving a resolution declaring a local emergency, and ratifying the City Manager’s Declaration relating to the recent flooding and storm damage.

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

B. Minutes:
Approve minutes of the regular City Council meeting of February 7, 2017.

C. Warrants:
Approve the warrant register of February 13, 2017.

D. Application 2017-009:

E. USDA Sludge Removal Project:
Authorize the acceptance of the Sludge Removal Project and to record a Notice of Completion with the County of Lake.

F. Out of State Travel Request:
Authorize the out-of-state travel for two Public Works Department employees to attend the CONEXPO-CON/AGG exposition in Las Vegas, Nevada on March 9 and 10, 2017.
Vote on Consent Agenda: Council Member Parlet requested to pull item D. Application 2017-009 for further discussion.

A motion was made by Council Member Parlet, seconded by Council Member Barnes, and unanimously carried by voice vote, to approve the Consent Agenda, Items A-F, except item D.

A motion was made by Council Member Parlet, seconded by Council Member Spurr, and unanimously carried by voice vote, to approve item D. Application 2017-009 with the recommended change from Library Park to an alternate staff-approved location for parade assembly.

V. PUBLIC PRESENTATIONS/REQUESTS:
A. Citizen Input: No input was offered from the public.

VI. COUNCIL BUSINESS:
A. Finance Director
   1. Mid-Year Budget Review Finance Director Walker gave a staff report.

   A motion was made by Council Member Turner, seconded by Council Member Barnes, and unanimously carried by voice vote, to approve the amendment to the fiscal year 2016-17 City budget as recommended by staff.

B. City Manager
   1. Resolution Proclaiming a Local Emergency City Manager Silveira gave a report detailing the effects of recent storms events.

   John Jensen asked for an update on damages, particularly to Library Park.

   A motion was made by Council Member Turner, seconded by Council Member Parlet, and unanimously carried by voice vote, to approve a resolution proclaiming a local emergency, ratifying the Disaster Council’s Proclamation of a Local Emergency in the City of Lakeport, and requesting the Governor to proclaim a State of Emergency for the City of Lakeport.

VII. COUNCIL COMMUNICATIONS:
City Manager Silveira thanked the public for their cooperation during this local emergency. She also thanked staff for the long hours they are currently working.

City Attorney Ruderman had no report.

Community Development Director Ingram complimented the citizens of Lakeport on their cooperation and input.

Public Works Director Grider reported that Public Works has tried to pothole patch around the schools but lack of staffing has limited the efforts.

Police Chief Rasmussen advised that with the road closures near the schools, the School Resource Officer (SRO) has been working traffic.

Finance Director Walker had no report.

Administrative Services Director Buendia had no report.

Council Member Turner commended city staff for their efforts during the flood event.

Council Member Barnes attended the Fire Protection District meeting. The District will be selling an engine. He has been at the evacuation center and complimented evacuation center volunteers on their efforts.

Council Member Parlet agreed with Council Member Spurr regarding staff efforts during the flood event.

Council Member Spurr complimented staff on their proactive efforts.

Council Member Mattina thanked staff for their hard work.
VIII. **ADJOURNMENT:**

Mayor Mattina adjourned the meeting at 6:47 p.m.

Attest:

_______________________________________
Stacey Mattina, Mayor

______________________________
Kelly Buendia, City Clerk
3/1/2017

I hereby certify that the attached list of warrants has been audited, extensions are proper, purchase orders have been issued, and department heads have been given the opportunity to review and sign claim forms.

Nicholas Walker
Finance Director
<table>
<thead>
<tr>
<th>Bank Account: 15-0532000798 - POOLED CASH BANK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Issued Date</strong></td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>02/15/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/17/2017</td>
</tr>
<tr>
<td>02/23/2017</td>
</tr>
<tr>
<td>02/27/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>Issued Date</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
<tr>
<td>02/28/2017</td>
</tr>
</tbody>
</table>

Issued Date Range: 02/14/2017 - 02/28/2017
Cleared Date Range: 02/28/2017
<table>
<thead>
<tr>
<th>Number</th>
<th>Issued Date</th>
<th>Cleared Date</th>
<th>Description</th>
<th>Module</th>
<th>Status</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50841</td>
<td>02/28/2017</td>
<td></td>
<td>SYNAGRO- WWT, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-35,621.91</td>
</tr>
<tr>
<td>50842</td>
<td>02/28/2017</td>
<td></td>
<td>T &amp; T VALVE AND INSTRUMENT, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,327.62</td>
</tr>
<tr>
<td>50843</td>
<td>02/28/2017</td>
<td></td>
<td>TBC SAFETY-SANTA ROSA</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-31,102.50</td>
</tr>
<tr>
<td>50844</td>
<td>02/28/2017</td>
<td></td>
<td>THE CARPET MAN</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-900.00</td>
</tr>
<tr>
<td>50845</td>
<td>02/28/2017</td>
<td></td>
<td>TRI-CITIES ANSWERING SERVICE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-189.20</td>
</tr>
<tr>
<td>50846</td>
<td>02/28/2017</td>
<td></td>
<td>UKIAH PAPER SUPPLY, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-101.80</td>
</tr>
<tr>
<td>50847</td>
<td>02/28/2017</td>
<td></td>
<td>VALLEY TOXICOLOGY SERVICES INC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-255.00</td>
</tr>
<tr>
<td>50848</td>
<td>02/28/2017</td>
<td></td>
<td>VERIZON WIRELESS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-62.42</td>
</tr>
</tbody>
</table>

Bank Account 15-0352000798 Total: (87) = -347,768.02
Report Total: (87) = -347,768.02
### Summary

**Bank Account**

<table>
<thead>
<tr>
<th>Count</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>-347,768.02</td>
</tr>
</tbody>
</table>

**Cash Account**

<table>
<thead>
<tr>
<th>Count</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>-347,768.02</td>
</tr>
</tbody>
</table>

**Transaction Type**

<table>
<thead>
<tr>
<th>Count</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>-16,778.14</td>
</tr>
<tr>
<td>82</td>
<td>-330,989.88</td>
</tr>
</tbody>
</table>

**Report Total:**

<table>
<thead>
<tr>
<th>Count</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>87</td>
<td>-347,768.02</td>
</tr>
</tbody>
</table>
APPLICATION FOR USE OF PUBLIC AREAS

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

This section to be completed by City:

<table>
<thead>
<tr>
<th>Application Received (Date):</th>
<th>21/5/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee Paid</td>
<td>$15.00</td>
</tr>
<tr>
<td>Application No.</td>
<td>2017-010</td>
</tr>
<tr>
<td>For Council Meeting of (Date):</td>
<td>3/17/2017</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Rich Lesco</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name:</td>
<td>NorCalArsedc Group</td>
</tr>
<tr>
<td>Address:</td>
<td>1778 CANTRELL COURT Concord CA 94521</td>
</tr>
<tr>
<td>Concord CA, 94521</td>
<td></td>
</tr>
<tr>
<td>Home Phone:</td>
<td>650-773-9553</td>
</tr>
<tr>
<td>Work Phone:</td>
<td>650-773-9553</td>
</tr>
<tr>
<td>Mobile Phone:</td>
<td>650-773-9553</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:RJLESCO@gmail.com">RJLESCO@gmail.com</a></td>
</tr>
<tr>
<td>Other Contact:</td>
<td>Ron Holeman</td>
</tr>
<tr>
<td>Phone for Other Contact:</td>
<td>925-876-9460</td>
</tr>
<tr>
<td>Organization is:</td>
<td>☐ Nonprofit Organization ☑ For Profit Organization</td>
</tr>
</tbody>
</table>

Name of Event: Lakeport Camp & Shine 2017

Description of Event: VW Car Show

Specific Location of Event (Map Must be Attached): Park st (between 1st & 3rd) 2nd Street (between Park & Main)

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

If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences: We will notify all businesses on Park, Street and 2nd Street 30 days prior to the event

Date(s) of Event: Saturday, June 17th 2017

Total Number of Days: 1

Set Up Time: 7:00 am - 8:00 am

Time of Event: 8 am - 3:00 pm

Tear Down Time: 3:00 pm - 4:00 pm

Specify anticipated number of people (both participants and the public): 75

Will any vendors be present? Yes ☑ No ☐

Will any food booths be present? Yes ☑ No ☐

Requirements:
☑ Electricity (cannot be guaranteed by City)
☑ Barricades
☑ Street/Sidewalk Closures
☐ No irrigation in park prior to event
☐ Other (please specify):

Coordination of these requirements must be made through the Public Works Department: (707) 263-0751

Specific City Staff Needs:
☐ Police
☐ Public Works
☐ Parks
☐ Other (please specify):

The City reserves the right to bill applicant for related City costs.

Insurance Information: We will acquire the necessary insurance when the event is approved

Specify Insurance Company: We will use the same Insurance Company that has provided

Policy Number:

Expiration Date:

INSURANCE CERTIFICATE REQUIRED

Note: The insurance certificate provided to the City by your organization’s insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is $3,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.
USE OF ALCOHOL: Is a permit for alcoholic beverages requested? □ Yes  ☒ No

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

<table>
<thead>
<tr>
<th>HOLD HARMLESS AGREEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).</td>
</tr>
</tbody>
</table>

Signature of Applicant: [Signature]

Dated: 2/11/17

Responsible Officer of Applicant Organization: [Name]

---

STAFF RESPONSE

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

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ No Fiscal Impact</td>
<td>□ Fiscal Impact</td>
</tr>
<tr>
<td>(Describe/Include Estimated Costs)</td>
<td>□ Police</td>
</tr>
<tr>
<td>□ Public Works</td>
<td>□ Parks</td>
</tr>
<tr>
<td>□ Other (please specify):</td>
<td></td>
</tr>
</tbody>
</table>

The following will be Required:

| □ Business License | □ Health Department Permit |
| □ ABC License | □ Other (Specify): |

Staff Comments:

---

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

| Considered at Council Meeting (Date) | □ Application Approved |
| □ Application Denied |
| □ Application Approved With Conditions (See Below) |

Conditions of Approval:

□ Attachments (specify):
Car show area:
- Park St. between 1st and 3rd
- 2nd St. between Main St. and Park St.
Need barricades at 4 locations marked
Show is planned for Saturday June 17th, 2017 from 8:00 am to 3:00 pm
We will start setting up at 7:00 am
This show is open with no fee to the public
We will charge for anyone who wants to enter his or her vehicle in the show
NAG (Northern Aircooled Group held this event last 6 years and would like to continue the tradition started by the Silver Circle Volkswagen Club
Contact info:
Rich Lesco
cell: (650) 773-9553
e-mail: rjlesco@gmail.com
No police concerns based on "No Alcohol" request and minimal attendance.

Jason Ferguson
Lieutenant
Lakeport Police Department
2025 S. Main St.
Lakeport, Ca. 95453
Office (707) 263-9654

A true hero is not defined simply by the uniform he or she is wearing but rather the person who's wearing it!
**USE OF ALCOHOL:** Is a permit for alcoholic beverages requested?  □ Yes  □ No

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

**HOLD HARMLESS AGREEMENT**

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).

Signature of Applicant  
Responsible Official of Applicant Organization  
Dated: 2/11/17

---

**STAFF RESPONSE**

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

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ No Fiscal Impact</td>
<td>□ Fiscal Impact (Describe/Include Estimated Costs)</td>
</tr>
<tr>
<td>□ Police</td>
<td>□ Public Works</td>
</tr>
<tr>
<td>□ Parks</td>
<td>□ Other (please specify):</td>
</tr>
</tbody>
</table>

The following will be Required:

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

Staff Comments:

AH has no concerns regarding this event. No food vendors present.  
2/15/17

---

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

Considered at Council Meeting (Date):  
□ Application Approved  
□ Application Denied  
□ Application Approved With Conditions (See Below)

Conditions of Approval:

□ Attachments (specify):
STAFF REPORT

RE: Giselman Street Waterline Replacement  MEETING DATE: 3/7/2017

SUBMITTED BY: Doug Grider, Public Works Director

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize staff to advertise for competitive bids for the Giselman Street Waterline Replacement Project.

BACKGROUND/DISCUSSION:

The Public Works staff is recommending advertising for competitive bids for the Giselman Street Waterline Replacement project. This project will replace approximately 1,356 feet of the main 8 inch water line and provide new service lines to the homes in the project limits. The total estimated cost of the project is $408,412. All phases of construction will be scheduled during the summer school break.

City staff is analyzing the ability to repave Giselman following the replacement of the waterline. Repaving would be considered a separate project and brought before the City Council for review prior to soliciting bid requests.

OPTIONS:

Approve staff to proceed with advertising for the Giselman Waterline Replacement Project or provide other direction.

FISCAL IMPACT:

□ None  ☒ $408,412  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: This project is included in the current FY 16/17 budget.

SUGGESTED MOTIONS:

Move to authorize staff to advertise for competitive bids for the Giselman Street Waterline Replacement Project.

□ Attachments:  1. Engineer’s Estimate
## Giselman Street Waterline

### Engineers Estimate - Revised 8/3/15 by prc

**City of Lakeport**  
**Vanderwall Engineering Inc.**  
**Date: June 14, 2015**  
**Prepared by Wm. VanDerWall Inc.**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Amount</th>
<th>Sheet 3</th>
<th>Sheet 4</th>
<th>Sheet 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$10,000</td>
<td>$10,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Traffic &amp; Pedestrian Control</td>
<td>1</td>
<td>LS</td>
<td>$10,000</td>
<td>$10,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SWPPP</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>8” Waterline Per Detail A sheet 6</td>
<td>1049</td>
<td>LF</td>
<td>$100</td>
<td>$104,900</td>
<td>363</td>
<td>407</td>
<td>279</td>
</tr>
<tr>
<td>5</td>
<td>8” Waterline per Detail B sheet 6, incl. AC</td>
<td>236</td>
<td>LF</td>
<td>$120</td>
<td>$28,320</td>
<td>88</td>
<td>94</td>
<td>46</td>
</tr>
<tr>
<td>6</td>
<td>Install Valley Gutter</td>
<td>301</td>
<td>SF</td>
<td>$40</td>
<td>$12,040</td>
<td>116</td>
<td>111</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>Replace Pavement Markings (paint)</td>
<td>1</td>
<td>LS</td>
<td>$1,500</td>
<td>$1,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Abandon Water Valve</td>
<td>11</td>
<td>EA</td>
<td>$350</td>
<td>$3,850</td>
<td>6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>Install Water Valve</td>
<td>18</td>
<td>EA</td>
<td>$350</td>
<td>$6,300</td>
<td>9</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>Remove and install Fire Hydrant</td>
<td>1</td>
<td>EA</td>
<td>$2,000</td>
<td>$2,000</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>1 inch Water Lateral - single meter</td>
<td>17</td>
<td>EA</td>
<td>$250</td>
<td>$4,250</td>
<td>1</td>
<td>8</td>
<td>5</td>
</tr>
<tr>
<td>12</td>
<td>2” Water Lateral - single meter</td>
<td>1</td>
<td>EA</td>
<td>$450</td>
<td>$450</td>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>13</td>
<td>2” Water Lateral - double and single meter (3 total)</td>
<td>5</td>
<td>EA</td>
<td>$800</td>
<td>$4,000</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>14</td>
<td>2” Water Lateral - two double meters (4 total)</td>
<td>1</td>
<td>EA</td>
<td>$1,000</td>
<td>$1,000</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal** $193,610  
**20% Contingency** $38,722  
**Total** $232,332
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>2</td>
<td>Traffic &amp; Pedestrian Control</td>
<td>1</td>
<td>LS</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>3</td>
<td>Water Pollution Control Plan (WPCP)</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>4</td>
<td>Sheeting &amp; Shoring</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>5</td>
<td>8 inch Water Main</td>
<td>1356</td>
<td>LF</td>
<td>$125</td>
<td>169,500</td>
</tr>
<tr>
<td>6</td>
<td>3 inch HMA Paving</td>
<td>1440</td>
<td>SF</td>
<td>$6</td>
<td>7,920</td>
</tr>
<tr>
<td>7</td>
<td>Remove &amp; Replace Valley Gutter</td>
<td>394</td>
<td>SF</td>
<td>$50</td>
<td>19,700</td>
</tr>
<tr>
<td>8</td>
<td>Remove &amp; Replace Sidewalk and Driveway</td>
<td>603</td>
<td>SF</td>
<td>$14</td>
<td>8,442</td>
</tr>
<tr>
<td>9</td>
<td>Replace Pavement Markings (paint)</td>
<td>1</td>
<td>LS</td>
<td>$1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>10</td>
<td>Abandon Water Valve</td>
<td>12</td>
<td>EA</td>
<td>$500</td>
<td>6,000</td>
</tr>
<tr>
<td>11</td>
<td>Remove and install Fire Hydrant</td>
<td>1</td>
<td>EA</td>
<td>$8,500</td>
<td>8,500</td>
</tr>
<tr>
<td>12</td>
<td>Install Water Valve</td>
<td>15</td>
<td>EA</td>
<td>$6,500</td>
<td>97,500</td>
</tr>
<tr>
<td>13</td>
<td>8&quot; Tees &amp; Thrust Blocks</td>
<td>5</td>
<td>EA</td>
<td>$950</td>
<td>4,750</td>
</tr>
<tr>
<td>14</td>
<td>8&quot; Crosses</td>
<td>1</td>
<td>EA</td>
<td>$1,200</td>
<td>1,200</td>
</tr>
<tr>
<td>15</td>
<td>8&quot;x 6&quot; Reducers</td>
<td>6</td>
<td>EA</td>
<td>$550</td>
<td>3,300</td>
</tr>
<tr>
<td>16</td>
<td>8&quot; Bends &amp; Thrust Blocks</td>
<td>11</td>
<td>EA</td>
<td>$600</td>
<td>6,600</td>
</tr>
<tr>
<td>17</td>
<td>1&quot; Water Lateral - single meter</td>
<td>3</td>
<td>EA</td>
<td>$2500</td>
<td>7,500</td>
</tr>
<tr>
<td>18</td>
<td>2&quot; Water Lateral - single meter</td>
<td>1</td>
<td>EA</td>
<td>$3000</td>
<td>3,000</td>
</tr>
<tr>
<td>19</td>
<td>2&quot; Water Lateral - Double Meter</td>
<td>3</td>
<td>EA</td>
<td>$3500</td>
<td>10,500</td>
</tr>
<tr>
<td>20</td>
<td>2&quot; Water Lateral - double and single meter (3 total)</td>
<td>5</td>
<td>EA</td>
<td>$3700</td>
<td>18,500</td>
</tr>
<tr>
<td>21</td>
<td>2&quot; Water Lateral - two double meters (4 total)</td>
<td>1</td>
<td>EA</td>
<td>$4000</td>
<td>4,000</td>
</tr>
<tr>
<td></td>
<td>Total Construction Cost</td>
<td></td>
<td></td>
<td></td>
<td>$408,412</td>
</tr>
</tbody>
</table>

**Add Alternate Items**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 inch HMA Paving</td>
<td>224</td>
<td>SF</td>
<td>$6</td>
<td>1,232</td>
</tr>
<tr>
<td>21</td>
<td>Construct Curb, Gutter, Sidewalk&amp; Driveway Approach</td>
<td>56</td>
<td>LF</td>
<td>$150</td>
<td>8,400</td>
</tr>
<tr>
<td></td>
<td>Total Alternate Cost</td>
<td></td>
<td></td>
<td></td>
<td>$9,632</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Estimated Quantities</td>
<td>Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------------------------------</td>
<td>----------------------</td>
<td>------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Traffic &amp; Pedestrian Control</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SWPPP</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>8&quot; Waterline Per Detail A sheet 6</td>
<td>1049</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>8&quot; Waterline per Detail B sheet 6, incl. AC</td>
<td>236</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Install Valley Gutter</td>
<td>301</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Replace Pavement Markings (paint)</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Abandon Water Valve</td>
<td>11</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Install Water Valve</td>
<td>18</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Remove and install Fire Hydrant</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>1 inch Water Lateral - single meter</td>
<td>17</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>2&quot; Water Lateral - single meter</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>2&quot; Water Lateral - double and single meter (3 total)</td>
<td>5</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2&quot; Water Lateral - two double meters (4 total)</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STAFF REPORT

RE: Professional Services Agreement with HVS, Division of TS Worldwide, LLC. to prepare Hotel Feasibility Analysis.  

MEETING DATE: 03/07/2017

SUBMITTED BY: Kevin M. Ingram, Community Development Director

PURPOSE OF REPORT: [ ] Information only  [ ] Discussion  [x] Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Approve a Professional Services Agreement between the City of Lakeport and HVS, Division of TS Worldwide, LLC. (HVS) for the development and implementation of the Hotel Market and Development Feasibility Analysis.

BACKGROUND:

The City of Lakeport was awarded $40,000.00 by the USDA Rural Business Development Grant to develop a Hotel Market and Development Feasibility Analysis. On November 12, 2016 a Request for Proposals (RFP) for the plan was circulated. The City distributed approximately six RFP’s for the project. Upon the closure of the time period for the RFP, the City received three proposals for the Hotel feasibility Analysis. A selection committee was developed for reviewing the proposals that included representatives from LEDAC, the Chamber of Commerce and the City, who recommended interviews with two consulting firms. The interviews took place on February 6, 2017, and based on their qualifications HVS was selected to prepare the Hotel Market and Development Feasibility Analysis.

DISCUSSION:

Retaining the services of HVS for this project requires the City to enter into a Professional Services Agreement with the consultant. This attached agreement also includes an Exhibit A which incorporates the original HVS proposal as the scope of work needed for this project and the related cost estimate ($17,500, excluding expenses). Those expenses would include a site visit by consultant not to exceed $2,000.00, purchase of a STR Custom Trend Report: 10-year OCC, ADR, & Revenue Data on regional competitors approximately $600.00, and additional travel to Lakeport for presentation of findings (if needed/requested) not to exceed $2,000.00 per visit. This agreement has been reviewed by the City Attorney and will be executed by the City Manager, etc. upon approval by the City Council.

Staff is very confident that HVS will provide the needed services. During the interview the consultants made a strong argument for developing the Hotel Feasibility Analysis, but also defining the next steps that would use the study as a tool for determining the appropriate hotel firms for Lakeport, developing an outreach program to the hotel industry, and attracting the appropriate hotel to Lakeport. In addition, if the City does not meet the criteria for a hotel, develop the study to make Lakeport attractive for a hotel. The methodology and schedule
for the Hotel Feasibility Analysis can be reviewed in the scope of work, attached as Exhibit A in the Professional Services Agreement.

As part of the USDA Rural Business Development Grant the funding not only covers the development and implementation of the Hotel Feasibility Analysis, it also includes actively marketing the site, the City, and a financial package, to targeted developers and hotel chains to build or obtain financing to build a hotel within the city. With the cost of the Hotel Feasibility at approximately $20,100.00, which allows approximately $19,900.00 to actively market the City of Lakeport to either build or obtain financing for a hotel.

**OPTION:**

Approve a Professional Services Agreement between the City of Lakeport and HVS, Division of TS Worldwide, LLC. for the development and implementation of the Hotel Market and Development Feasibility Analysis for the City of Lakeport.

**FISCAL IMPACT:**

- ☑ None  ☐ $  Budgeted Item?  ☐ Yes  ☑ No
- Budget Adjustment Needed?  ☑ Yes  ☐ No  If yes, amount of appropriation increase:  $
- Affected fund(s):  ☐ General Fund  ☐ Water OM Fund  ☐ Sewer OM Fund  ☐ Other:
- Comments:  None

**SUGGESTED MOTION:**

Move to approve the Professional Services Agreement between the City of Lakeport and HVS, Division of TS Worldwide, LLC. for the development and implementation of the Hotel Market and Development Feasibility Analysis, and authorize the City Manager to sign the agreement on behalf of the City of Lakeport.

**Attachments:**

1. Professional Services Agreement (City of Lakeport and HVS, Division of TS Worldwide, LLC.) with Scope of Work and Fee Schedule
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Lakeport / HVS, Division of TS Worldwide, LLC)

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: For a market study with facility recommendation and feasibility analysis for a hotel in the City of Lakeport

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

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

3. DEFINITIONS

3.1 “Scope of Services” means such professional services as are set forth in Consultant’s January 10, 2017 proposal to City attached hereto as “Exhibit A” and fully incorporated herein by this reference.

3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s $17,500.00 fee schedule, excluding specified expenses, to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 “Commencement Date” means February 13, 2017.

3.4 “Termination Date” means May 12, 2017.

3.5 “City Agreement Administrator” means City Manager, Margaret Silveira

3.6 “Consultant Project Administrator” means Brett Russell, Director of Business Development
4. TERM

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

5. CONSULTANT’S SERVICES

5.1 Time is of the essence in Consultant’s performance of services under this Agreement.

5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00) excluding specified expenses, unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.

5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Brett Russell, Director of Business Development shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No other person shall serve as Consultant Project Administrator without City’s prior written consent.

5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant’s actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant’s firm or of any subconsultant. Change of ownership or control of Consultant’s firm may require an amendment to the Agreement.

5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.
6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

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

6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

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

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys’ fees,
defense costs or expenses in the event that it is adjudicated to have been non-negligent.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers’ compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

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

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement.

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

11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.3.3 Worker’s Compensation insurance if and as required by the laws of the State of California.

11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).
11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.

11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.

11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City’s Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.

11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.

11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving
the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.

11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 If any claim, action, or proceeding is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY

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

14. RECORDS AND INSPECTIONS

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

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

15. PERMITS AND APPROVALS

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

16. NOTICES

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

If to City:
Margaret Silveira
City Manager
City of Lakeport
225 Park Street
Lakeport, CA 95453
Telephone: (707) 263-5615
Facsimile: (707) 263-8584

If to Consultant:
Brett Russell, Director of Business Development
HVS, Division of TS Worldwide, LLC
413 South Howe Street
Fort Collins, Colorado
Telephone: (720) 877-1376
Facsimile: (720) 896-0516
17. SURVIVING COVENANTS

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

18. TERMINATION

18.1 City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days’ written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

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

19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
19.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

19.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

19.5. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees expended in the action. The venue for any litigation shall be Lake County, California and Consultant hereby consents to jurisdiction in Lake County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and
provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

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

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

City of Lakeport

By: __________________________
    Margaret Silveira,
    City Manager

HVS, Division of TS Worldwide, LLC

By: __________________________
    Brett Russell,
    Director of Business Development
Attest:

By ________________________________
Kelly Buendia,
Administrative Director

Date: ________________________________

Approved as to form:

By ________________________________
David J. Ruderman, City Attorney

Date: ________________________________
“EXHIBIT A”
SCOPE OF WORK
January 10, 2017

Margaret Silveira
City Manager
City of Lakeport
225 Park Street
Lakeport, California  95453
(707) 263-5615
msilveira@cityoflakeport.com

Re:  Proposed Hotel
Lakeport

Dear Ms. Silverira:

Thank you for your recent call pertaining to your Lakeport project; we are pleased to submit this proposal for our services. We are certain that we will be able to provide you with the precise mix of experience and skills you will need for this engagement. HVS is internationally recognized as the leader in hospitality consulting and our Colorado office offers the highest-quality experience in this arena. HVS is unique among hospitality consulting firms and offers City of Lakeport unparalleled credibility, specialized experience, and a track record of success.

The attached proposal sets forth a description of the objectives and scope of the assignment, along with a detailed description of the methodology to be employed, an estimate of the time requirements, and a schedule of professional fees. The proposal also includes a list of requested information we would require for completing the study. Additionally, for your convenience we have enclosed a confirmation letter detailing this proposal. If the proposal meets your acceptance, please sign and return a copy of the accompanying confirmation, together with your retainer check. If you have any questions regarding the contents of the proposal, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal for your project.

Very truly yours,
HVS, Division of TS Worldwide, LLC

Brett Russell
Director of Business Development
brussell@hvs.com
(720) 877-1376 - Direct
PROPOSAL FOR A MARKET STUDY WITH FACILITY RECOMMENDATION AND FEASIBILITY ANALYSIS

Proposed Hotel, Lakeport

SUBMITTED TO:
Margaret Silveira
City Manager
City of Lakeport
225 Park Street
Lakeport, California 95453
(707) 263-5615
msilveira@cityoflakeport.com

PREPARED BY:
HVS DENVER
Division of TS Worldwide, LLC
413 South Howes Street
Fort Collins, Colorado 80521
(720) 877-1379
(415) 896-0516 FAX

January 10, 2017
Proposal for a Market Study with Facility Recommendation and Feasibility Analysis

Pursuant to our conversation, we are pleased to submit this proposal for services of the HVS division of TS Worldwide, LLC in connection with the proposed hotel project in Lakeport. This letter sets forth a description of the objectives and scope of the assignment, along with the methodology to be employed, an estimate of the time requirements, and a schedule of professional fees.

Objective

The objective of this assignment is to perform a market study with facility recommendation and feasibility analysis for the purpose of evaluating the market demand, analyzing the economics, projecting income and expense, and determining the feasibility of a Proposed Hotel in Lakeport. Our study will also include a recommendation of the location, size, quality and type of lodging facility, and an optimal brand chain scale for the hotel. Additional phases of work can be completed (for additional fee) after determining if a hotel project is feasible including:

- Economic Impact
- Brand and Development Consulting and Search

Phase One: Fieldwork

In order to accomplish the objective described above, our work will be conducted in three phases, which typically include the following steps:

1. An on-site inspection of the subject site will be made. The physical orientation of the subject site with respect to access and visibility to highways, other forms of transportation, and the local demand for accommodations will be analyzed. We will also review the supportive nature of surrounding land uses as they relate to the subject site.

2. The demand for hotel accommodations will be investigated to identify the various generators of visitation operating within the local market. The current and anticipated potential of each of these market segments will be evaluated to determine the extent of existing and future demand. Interviews with officials of business and government, as well as statistical data collected during the fieldwork, are useful in locating and quantifying transient demand. In conjunction with the identification of potential
demand, an investigation will be made of the respective strengths of these markets in terms of seasonality, weekly demand fluctuations, vulnerability to economic trends and changes in travel patterns and other related factors. Similar market research procedures are utilized in estimating the demand for food, beverage, banquet and other facilities.

3. The market orientation of nearby lodging facilities will be evaluated to determine their competitive position with respect to the subject site. Those properties displaying similar market attributes will receive a physical inspection, along with selective management interviews, to estimate levels of occupancy, room rates, market segmentation and other pertinent operational characteristics. Some of the competitive factors that will be specifically reviewed include: location, type and quality of facilities, physical condition, management expertise and chain affiliation.

4. Statistical data relating to general economic and demographic trends often foreshadows future potential for market areas and neighborhoods. Interviews with local Chambers of Commerce, economic development agencies and other related organizations, along with an investigation of the proposed subject's primary market area will reveal patterns reflecting growth, stability, or decline.

5. Through interviews with hotel operators, developers, governmental officials and others, we will ascertain the status of projects under construction, proposed, or rumored which might be competitive with the proposed subject property.

**Phase Two: Analysis**

The following analysis phase will utilize data and information gathered during the fieldwork phase, along with our extensive library of actual hotel operating statements, financial statistics, area hotel trends and investor requirements.

We will first comprise a facilities and brand chain scale recommendation. This recommendation will be based on the demands of the local and pertinent regional market, and will address the following points:

- Hotel Site Recommendation
- Room count and room type mix (suites vs. standard rooms)
- Food and beverage facilities
- Meeting and function space
- Recreational amenities
- Brand chain scale
These recommendations will include comparisons for each category to the relevant competitive market. Based on the above noted recommendations,

We will then perform a supply and demand analysis for the proposed subject property to forecast its market orientation and competitive position with respect to other lodging facilities. The supply and demand analysis typically encompasses the following steps:

a) Using the occupancy levels and market segmentations of the competitive properties, the number of room nights actually accommodated in each segment is calculated by multiplying each property’s room count by its occupancy, market segmentation and 365 days. This yields the accommodated room night demand. The annual number of room nights occupied per room in each segment is also calculated (room nights occupied per year divided by the room count), and the resulting figure serves as a competitive index.

b) Latent demand (which consists of unaccommodated and induced demand) is estimated for each market segment.

c) Growth rates are projected for each of the market segments.

d) The total usable room night demand (which consists of usable latent demand and accommodated demand) is projected.

e) The area’s guestroom supply and total room nights available are quantified for each projection year.

f) The overall competitive occupancy is calculated for each projection year.

g) Using competitive indexes, the relative competitiveness of each of the area hotels is evaluated.

h) This analysis will result in a quantification and documentation of probable future trends in the proposed subject’s occupancy, average rate, and overall rooms revenues.

A similar procedure will be utilized in projecting food, beverage, and other revenues. Using actual income and expense statements of comparable lodging facilities, we will develop income and expense estimates corresponding to the level of activity and quality of operations indicated by the projected occupancy and average rate.

A projection of income and expenses representing future expectations of income potential will be made for a ten-year period of time. This analysis will utilize HVS Software, a sophisticated computerized financial analysis package, developed by Stephen Rushmore and Suzanne Mellen. The logic behind the
projection of income and expense is based on the premise that hotel revenue and expenses have one component that is fixed and another that varies directly with occupancy and facility usage. The software takes a known level of revenue or expense and calculates the fixed and variable component. The fixed component is then held constant while the variable component is adjusted for the percent change between the projected occupancy and facility usage that produced the known level of revenue or expense. Our projected income statements conform with the Uniform System of Accounts for Hotels and include a detailed line-by-line account of all revenue sources and expenses.

**Phase Three: Feasibility Analysis**

For a proposed hotel, the total project cost is estimated by applying industry cost parameters to the planned facilities and concept. Included in the final figure are all hard costs such as building construction, furniture, fixtures, and equipment, and land value; plus soft costs such as legal and architectural fees, financing costs, insurance, and taxes during construction as well as pre-opening expenses, operating capital, contingencies, and a developer’s profit. Data from applicable sources, including the Hotel Development Cost Survey published annually by Hospitality Valuation Services, shall be used to determine costs of similar projects.

The current market for hotel/motel transfers, mortgage rates, and hostelry equity investment requirements will be researched. Following the recommended procedures and industry standards set forth in the textbooks *The Valuation of Hotels and Motels*, *Hotels, Motels and Restaurants: Valuations and Market Studies*, and *Hotels and Motels: A Guide to Market Analysis, Investment Analysis, and Valuations* that we authored, a return on investment analysis will be made to determine the potential internal rate of return for the equity participant(s). Based on this rate, an opinion of feasibility will be offered.

**Phase Four: Written Report**

Complete documentation of our fieldwork and analyses, will be set forth in a written report, and will contain the following sections:

1. Purpose of the market study
2. Description of the site and neighborhood
3. Review of the market area
4. Analysis of the market for hotel accommodations
5. Examination of existing and proposed competition
6. Site, facilities and brand chain scale recommendation
7. Projection of occupancy and average rate
8. Income and expense projections
9. Return on investment analysis and feasibility conclusion

When appropriate, we will include graphics such as photographs, maps, surveys, plans, and charts to assist in visualizing our findings.

### Additional Services

Following the completion of this engagement, HVS can be engaged for additional development consulting services at the client’s discretion. These include:

- Design and Architecture
- Development Project Management
- Operator Search
- Franchise/Brand Selection
- Franchise/Brand Contract Negotiations
- Financing
- Construction Management
- Hotel Management

### Requested Information

To aid us in performing this assignment, we request that you provide us with the following information (where applicable):

1. Name of contact person for site tour
2. Terms of purchase or sale of the site including options and listings. Terms required: price, date, and financing; please include a copy of the contract and closing statement
3. Capital budget (cost) projections
4. The most recent real property tax bill for the land
5. Name of legal owner and detailed ownership history for the subject site for the last five years
6. Architectural/floor plans and plot plans, survey, and legal description in PDF or other electronic format
7. If available: operating budgets, projections, marketing plans, etc.
8. If available: any preliminary management contracts and franchise agreements that may be in place
9. If available: past appraisals, market and feasibility studies, impact studies, prospectuses, Smith Travel STAR reports; any Phase I or Phase II environmental audit reports

**Timing**

We anticipate that Phases I, II and III of the feasibility study will be completed within approximately 15 to 18 days from the date we receive the signed proposal, all requested information, and the retainer check. At this time, we will provide you with a *verbal* summary of findings; for this conference, we will provide you with various charts and data tables that support our findings.

After your review of our findings, upon your authorization, and payment of our invoice, we will then prepare the feasibility report, which will take an additional 7 to 10 days.

**Professional Fees**

Our fee for the Phases I, II, and III will be $17,500, payable $10,000 *upon* execution of this agreement and the balance payable *upon request* for the feasibility study report (Phase IV).

It is our normal policy to provide an electronic draft copy of our final report for your review. After confirmation that our invoice for services has been paid in full, this draft will be provided in PDF format and will include a watermark “Draft.” Upon your approval of this draft, we will commence preparation of the
final report. This fee includes one electronic copy of the final report which will be delivered to you via email in PDF format. Upon your request, we can prepare one bound, hard copy that can be mailed to you at no additional cost. If more than one hard copy is required, additional copies of the report can be prepared for a fee of $250 per copy. Reports are not transmitted in Microsoft Word format.

In addition to our professional fees, you agree to reimburse us for reasonable out-of-pocket travel and related expenses (including a $575 charge for a Smith Travel Research trend report) incurred while traveling on your behalf. You will be billed periodically for these expenses, which will be due and payable upon presentation of our bills.

If, upon completion of Phases I, II, and III of this assignment, our analysis should indicate that the project is not feasible, we will inform you of this conclusion. At that point, you may elect to have us cease work on this project. Our fee for these phases will be the retainer paid, plus out-of-pocket travel and related expenses (such as any Smith Travel Research trend report charges).

In the event that after completing the fieldwork phase of this assignment it becomes necessary to alter the parameters of the study, such as the property description, opening date, location, or any other factor which could change the final conclusions, the HVS division of TS Worldwide, LLC will be entitled to charge an additional fee based on our current per diem rates and the time required to incorporate the necessary changes into our analysis and report. In addition, the estimate of timing will be extended by an amount equal to the added work.

If payment for professional fees and out-of-pocket travel and related expenses is not received within thirty (30) days of the billing date, HVS reserves the right to suspend all work until payment is made and apply a service charge of 1.5 percent per month or fraction thereof to the total unpaid sum. It is further agreed that in the event any type of action becomes necessary to enforce collection of bills rendered, you will be responsible for all collection costs, including but not limited to court costs and reasonable legal fees. It is understood that HVS may extend the time for payment on any part of billings rendered without affecting the understanding outlined above.

The parties to this contract agree that any disputes regarding professional fees and/or other charges owed to HVS will be resolved in accordance with Texas law (TS Worldwide is a Texas-based LLC with a home office location of 2601 Sagebrush Drive, Suite 101, Flower Mound, Texas, 75028). The parties to this contract further agree that a) any legal action regarding money owed to HVS will
take place in Texas; b) Texas courts have exclusive jurisdiction for resolution of disputes; and c) the plaintiff will have the choice of venue in any county in the State of Texas.

**Limitations of Liability**

It is agreed that our company's liability, our employees and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff acting solely as employees and not as individuals. Our responsibility is limited to the client, and use of our product by third parties shall be solely at the risk of the client and/or third parties. The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our normal assumptions and limiting conditions will be provided upon request.

**Conclusion**

If the foregoing proposal meets with your acceptance, please sign and return one copy of the accompanying confirmation, together with your retainer check in the amount of $10,000. Your signature beneath the words "Agreed to and Accepted" signifies your agreement to employ the HVS division of TS Worldwide, LLC for these services.
In order to schedule our assignments and perform your study in accordance with the timing set forth above, we ask that you return an executed copy of this agreement by February 10, 2017. We appreciate the opportunity of submitting this proposal and look forward to working with you on this assignment.

Very truly yours,

HVS
Division of TS Worldwide, LLC

Brett Russell
Director of Business Development
brussell@hvs.com
(720) 877-1376 - Direct
CONFIRMATION

Client: Margaret Silveira  
City of Lakeport  
Date: January 10, 2017  

Your signature beneath the words “Agreed to and Accepted” signifies your agreement to employ the HVS division of TS Worldwide, LLC for the services described in the accompanying proposal titled “Proposal for an Appraisal Report”. A summary of the proposal’s salient data is as follows:

<table>
<thead>
<tr>
<th>Type of Assignment:</th>
<th>Feasibility Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Name:</td>
<td>Proposed Hotel</td>
</tr>
<tr>
<td>Property Location:</td>
<td>Lakeport</td>
</tr>
<tr>
<td>Total Timing (Phases I, II, III):</td>
<td>15 to 18 Days</td>
</tr>
<tr>
<td>Total Fee (Phases I, II, III):</td>
<td>$17,500, excludes expenses</td>
</tr>
<tr>
<td>Final Deliverable:</td>
<td>Electronic Copy Only (Hard Copy Upon Request)</td>
</tr>
<tr>
<td>Retainer:</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

In order to schedule our assignments and perform your study in accordance with the timing set forth above, we ask that you return an executed copy of this agreement by February 10, 2017.

Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank or a wire transfer of funds to the account of TS Worldwide, LLC. In the event that after completing the fieldwork phase of this assignment it becomes necessary to alter the parameters of the assignment, such as the property description(s), date(s) of value, financial, management or ownership structure(s), or any other factor which could change the final estimate(s) of value, the HVS division of TS Worldwide, LLC will be entitled to charge an additional fee based on our current per diem rates and the time required to incorporate the necessary changes into our analysis and reports. In addition, the estimate of timing will be extended by an amount equal to the added work. Notwithstanding the fee payment schedule set forth above, if, at any time while performing this assignment, it becomes necessary to suspend work for a period of 30 days or more, then the HVS division of TS Worldwide, LLC will be entitled to bill for the portion of the assignment completed up to the suspension (less any retainer paid) at its current per diem rates.

It is agreed that the liability of the HVS division of TS Worldwide, LLC, its employees and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff of TS Worldwide, LLC acting solely as employees and not as individuals. Any responsibility of HVS is limited to the client, and use of our product by third parties shall be solely at the risk of the client and/or third parties. The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our normal assumptions and limiting conditions will be provided upon request.

HVS, Division of TS Worldwide, LLC

Rodney G. Clough, MApp - Managing Director  
Brett Russell - Director of Business Development

AGREED TO AND ACCEPTED: Margaret Silveira, City of Lakeport  
By: ___________________________  Date: ____________________

Local Office: 413 S. Howes Street • Fort Collins, CO 80521 • 720.877.1376 • 415.896.0516 FAX  
Accounting Office: 369 Willis Avenue, Mineola, NY 11501 (Please send all signed contracts and payments to this address.)
Date: January 10, 2017
Terms: Due Prior to Start of Assignment

Margaret Silveira  
City of Lakeport  
225 Park Street  
Lakeport, California 95453

Re: Proposed Hotel  
Lakeport  
(HVS staff member: Brett Russell)

<table>
<thead>
<tr>
<th>Project</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility Study</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Please make all checks payable to HVS (dba of TS Worldwide, LLC - Tax ID #20-2762887).

Please remit to:
TS Worldwide, LLC – Accounting Office  
369 Willis Ave  
Mineola, NY 11501

**Wire Instructions:**
[JP Morgan Chase Bank (please notify dwofchuck@hvs.com of transmit of all wires):]
267 Old Country Road  
Carle Place, NY 11514  
(516) 333-4691

Account Name: TS Worldwide, LLC  
Transit ABA #: 021000021  
Swift Code: CHASUS33  
Account Number: 682090837

Superior Results Through Unrivaled Hospitality Intelligence. Everywhere.
“EXHIBIT B”
APPROVED FEE SCHEDULE
CONFIRMATION

Client: Margaret Silveira
        City of Lakeport
Date: January 10, 2017

Your signature beneath the words 'Agreed to and Accepted' signifies your agreement to employ the HVS division of TS Worldwide, LLC for the services described in the accompanying proposal titled "Proposal for an Appraisal Report". A summary of the proposal's salient data is as follows:

<table>
<thead>
<tr>
<th>Type of Assignment:</th>
<th>Feasibility Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Name:</td>
<td>Proposed Hotel</td>
</tr>
<tr>
<td>Property Location:</td>
<td>Lakeport</td>
</tr>
<tr>
<td>Total Timing (Phases I, II, III):</td>
<td>15 to 18 Days</td>
</tr>
<tr>
<td>Total Fee (Phases I, II, III):</td>
<td>$17,500, excludes expenses</td>
</tr>
<tr>
<td>Final Deliverable:</td>
<td>Electronic Copy Only (Hard Copy Upon Request)</td>
</tr>
<tr>
<td>Retainer:</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

In order to schedule our assignments and perform your study in accordance with the timing set forth above, we ask that you return an executed copy of this agreement by February 10, 2017.

Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank or a wire transfer of funds to the account of TS Worldwide, LLC. In the event that after completing the fieldwork phase of this assignment it becomes necessary to alter the parameters of the assignment, such as the property description(s), date(s) of value, financial, management or ownership structure(s), or any other factor which could change the final estimate(s) of value, the HVS division of TS Worldwide, LLC will be entitled to charge an additional fee based on our current per diem rates and the time required to incorporate the necessary changes into our analysis and reports. In addition, the estimate of timing will be extended by an amount equal to the added work. Notwithstanding the fee payment schedule set forth above, if, at any time while performing this assignment, it becomes necessary to suspend work for a period of 30 days or more, then the HVS division of TS Worldwide, LLC will be entitled to bill for the portion of the assignment completed up to the suspension (less any retainer paid) at its current per diem rates.

It is agreed that the liability of the HVS division of TS Worldwide, LLC, its employees and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff of TS Worldwide, LLC acting solely as employees and not as individuals. Any responsibility of HVS is limited to the client, and use of our product by third parties shall be solely at the risk of the client and/or third parties. The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our normal assumptions and limiting conditions will be provided upon request.

HVS, Division of TS Worldwide, LLC

Rodney G. Clough, M.A.I. - Managing Director

Brett Russell - Director of Business Development

AGREED TO AND ACCEPTED: Margaret Silveira, City of Lakeport

By: ___________________________________ Date: __________________________

Local Office: 413 S. Howes Street • Fort Collins, CO 80521 • 720.877.1376 • 415.896.0516 FAX
Accounting Office: 369 Willis Avenue, Mineola, NY 11501 (Please send all signed contracts and payments to this address.)
In order to schedule our assignments and perform your study in accordance with the timing set forth above, we ask that you return an executed copy of this agreement by February 10, 2017. We appreciate the opportunity of submitting this proposal and look forward to working with you on this assignment.

Very truly yours,
HVS
Division of TS Worldwide, LLC

Brett Russell
Director of Business Development
brussell@hvs.com
(720) 877-1376 - Direct
HVS Expenses:

1 or 2 associates travel expenses for field work (including air, ground transportation, and meals): Not to exceed $2000

HVS purchased STR Custom Trend Report: 10-Year OCC, ADR, & Revenue Data on regional competitors - $600

Additional travel to Lakeport for presentation of findings (if needed/requested): Not to exceed $2000 per visit

Brett Russell
Director of Business Development, Partner
HVS
413 S. Howes St.
Fort Collins, CO, 80521, United States

Tel: +1 (720) 877-1376
My Profile | Skype: hvsbrussell
Follow us on LinkedIn | Twitter

HVS Hotel Brokers Survey
Spring and Fall Editions
The essential guide to key investment metrics for the US and Canadian hotel industry.

For our latest articles & publications on the hospitality industry, please visit HVS.com
Superior Results through Unrivaled Hospitality Intelligence. Everywhere
RE: Local Emergency Proclamation

SUBMITTED BY: Margaret Silveira, City Manager

PURPOSE OF REPORT: Information only

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review the need to continue the proclamation declaring a Local State of Emergency due to flooding and extreme weather and provide direction.

BACKGROUND/DISCUSSION:

On February 14, 2017, the Director of Emergency Services for the City of Lakeport declared a local State of Emergency in connection with the recent atmospheric rivers and flooding. In accordance with the Emergency Services Act Section 8630(b), the governing body must ratify the declared emergency within 7 days for it to remain in effect. Resolution 2017-12, Proclamation of Local Emergency, was ratified on February 21, 2017, by the Lakeport City Council. Under Lakeport Municipal Code section 2.28.150, the City Council shall review, at its regularly scheduled meeting until the local emergency is terminated, the need for continuing the local emergency.

OPTIONS:

Approve the need for the continuation of the proclamation declaring a Local State of Emergency due to flooding and extreme weather; or

Proclaim the termination of the Local State of Emergency

FISCAL IMPACT: N/A

Budgeted Item? Yes No

Budget Adjustment Needed? Yes No

If yes, amount of appropriation increase: $

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

Comments:

SUGGESTED MOTIONS: Move to approve the continuation of the proclamation declaring a Local State of Emergency due to flooding and extreme weather.

Attachments: 1. Resolution No. 2017-12
RESOLUTION NO. 2612 (2017)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT PROCLAIMING
A LOCAL EMERGENCY, RATIFYING THE DISASTER COUNCIL’S PROCLAMATION OF
A LOCAL EMERGENCY IN THE CITY OF LAKEPORT, AND REQUESTING THE
GOVERNOR TO PROCLAIM A STATE OF EMERGENCY FOR THE CITY OF LAKEPORT

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

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen
within this City as a result of rain storms, wind, and flooding commencing on or about February
4, 2017, at which time the City Council of the City of Lakeport was not in session; and

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

WHEREAS, the Director of Emergency Services of the City of Lakeport did proclaim the
existence of a local emergency within the City on the 14th day of February, 2017;

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

IT IS FURTHER RESOLVED AND ORDERED that the Disaster Council’s Proclamation of
Existence of a Local Emergency and request to the Governor to declare a State of Emergency
and provide assistance through the California Disaster Assistance Act, as issued by the Director
of Emergency Services, is hereby ratified and confirmed; and

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

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

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

This resolution shall be effective upon its adoption.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 21st day of February, 2017, by the following vote:

AYES: Mayor Mattina, Council Members Barnes, Parlet, Spurr and Turner
NOES: None
ABSTAINING: None
ABSENT: None

STACEY MATTINA, Mayor

ATTEST:

KELLY BUENDIA, City Clerk
STAFF REPORT

RE: Anti-Price Gouging Laws During a State of Emergency
MEETING DATE: 3/7/2017

SUBMITTED BY: David Ruderman, City Attorney

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Attorney will provide information on the applicability of state law that prohibits price gouging during a state of emergency.

BACKGROUND/DISCUSSION:

The City’s declaration of a local state of emergency, which the City Council ratified on February 21, 2017, automatically triggered the prohibition on price gouging under Penal Code section 396. The anti-price gouging law is therefore currently in effect within the City of Lakeport.

Under Penal Code section 396, it is generally unlawful to charge a price that exceeds, by more than 10%, the price of the item before the declaration of an emergency. This law applies not only to food, emergency supplies, emergency cleanup services, storage services, and hotel accommodations, it also applies to rental housing.

Any person that violates Penal Code section 396 is guilty of a misdemeanor and subject to a fine not to exceed $10,000 and/or imprisonment for up to one year. A violator is also subject to a civil enforcement action as an unlawful business practice and an act of unfair competition which includes penalties of up to $5,000 per violation, injunctive relief, and mandatory restitution. Both the Attorney General and the County District Attorney may enforce Penal Code Section 396.

Penal Code section 396 remains in effect for 30 days after the declaration of an emergency. However, the City Council may extend its application for additional 30-day periods if deemed necessary to protect the lives, property, or welfare of the citizens.

Penal Code section 396 does not preempt a local ordinance that prohibits the same or similar conduct, but imposes a more severe penalty. During the Valley Fire State of Emergency, the County adopted an ordinance that increased the monetary criminal penalty from $10,000 to $20,000.

OPTIONS:

Receive and file report, or

Direct staff regarding extension of the anti-price gouging laws or increase in the penalty.

FISCAL IMPACT:
☒ None ☐ $  Budgeted Item? ☐ Yes ☐ No
Budget Adjustment Needed? ☐ Yes ☐ No  If yes, amount of appropriation increase: $
Affected fund(s): ☐ General Fund  ☐ Water OM Fund  ☐ Sewer OM Fund  ☐ Other:
Comments:

SUGGESTED MOTIONS:

None.

☐ Attachments: