PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
MARCH 1, 2012

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, March 1, 2012.

Closed Session
5:00 p.m. Property and Litigation

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Legislative update

III PUBLIC INPUT ***(Any matter of City business not scheduled on the agenda)***

IV WORK SESSION NOTES AND MINUTES OF FEBRUARY 2 AND FEBRUARY 16, 2012 P. 4 - 14

V CONSENT AGENDA ***(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")***

1. Consideration of a Resolution approving an Automatic Aid Agreement with Summit County, in a form approved by the City Attorney P. 15 - 25

2. Consideration to authorize staff to enter into a three year contract with Chapman and Cutler LLP for bond counsel services related to General Obligation and Water Bond issuances, in a form approved by the City Attorney P. 26 - 30

3. Consideration to authorize staff to enter into a three year contract with Ballard Spahr LLP for bond counsel services related to Sales Tax Revenue and RDA Increment Bond issuance, in a form approved by the City Attorney P. 26 - 30

VI ADJOURNMENT

Closed Session Property and litigation

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 5, 2012

PUBLIC NOTICE IS HEREBY GIVEN that a majority of Council Members may attend a meeting with the International City Management Association work group on Monday, March 5, 2012 at noon in the City Council Chambers, 445 Marsac Avenue. No formal action will be taken.

Posted: 02/27/12
See: www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.

March 2012

1 Legislative update
Tour of Utah update
Mayors against Illegal Guns Coalition
Automatic Aid Agreement with Summit County – HD

8 Legislative update
Mayors against Illegal Guns Coalition
2012 Kimball Art Center Arts Festival and debrief and Main Street deck dining
Recreation survey (60 min)

15 **No meeting**

22 Coalition of Mayors against Illegal Guns – work
LIFO – work (1 hour)
2012 Council goals and desired outcomes - work
Event center – work
North Silver Lake Appeal on extension – Appellant Lisa Wilson

29 Open space easements – work
Economic Development Strategic Plan update – work

April 2012

5 Revised strategic plans - work

12 **No meeting**

19 Sundance licensing
Recreation survey – work (1 hour)
Award of contract for audit services

26 **Dana gone**

May 2012

3 **Dana gone**

10 **No meeting**

17

24

31

June 2012

7 Bonanza Park Plan update

14

21

28

Pending Items:

Special events overhaul and associated fee resolution

Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
FEBRUARY 2, 2012

Present: **Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Heinrich Deters, Trails Coordinator; and Diane Foster, Interim Assistant City Manager

1. Council questions/comments. Andy Beerman commented on the Chief of Police's consistent presence on Main Street during the Film Festival even in the late hours of the night. Dick Peek attended a Historical Society meeting and reported that Acura rented the Museum during Sundance. Alex Butwinski thanked staff for a successful event. Liza Simpson commented on the interest in the Kimball Art Center expansion design competition. The Mayor relayed that people thought there were fewer people here during the Film Festival but ticket sales and transit ridership were up significantly. He thanked Max Paap, Tommy Youngblood and Dave Gustafsen for helping produce the Ten Year Anniversary Olympic event. Chinese students from our sister high school are in town.

2. Round Valley public trails proclamation and letter of intent. Heinrich Deters explained that Summit Lands Conservancy is obliged to raise $1 million for the Osguthorpe conservation easement and in doing so, some of the fund-raising effort included approaching the Snyderville Basin Open Space Committee for bond funds from the 2010 bond issuance. In total SLC was awarded $450,000 from BOSAC with two conditions. The first was a management plan for Round Valley which was endorsed by SBSRD and although there is no formal management plan for Round Valley, there are several City documents relating to managing trails, noxious weeds and wildlife. The second condition was placed on the funding at the January 4, 2012 Summit County Council meeting that the trails in Round Valley be declared as open to County residents. There is an ownership issue that will be addressed during the regular session regarding the need to show an asset from the funding made available to SLC from the County bond issuance. The Mayor emphasized that there has been some confusion on this issue. This is showing an ownership interest in the easement not the property.

Alex Butwinski felt the City should have the final authority with regard to decisions on the management plan. Heinrich Deters pointed out that the management plan does not really recognize jurisdictional boundaries because staff already works with the County on issues like weeds. This is not doing anything different but increases collaboration.

3. Legislative update. Diane Foster distributed a list of bills highlighted by importance and category. No movie studio bills are proposed or bills targeted specifically at Park City. Council expressed interest in billboard legislation which everyone believes is problematic and there is a lot of money behind its promotion.

Council members formally opposed the bill. Liza Simpson spoke about the air quality task force. Ms. Foster explained that the historic district bill proposed to require a 2/3rds vote of the residents to keep a district historic which could pose a risk with second home owners. This bill was targeted toward Salt Lake and has been specifically narrowed to counties of the first class so it won't affect Park City as currently drafted. Building code amendments were discussed. Ms. Foster addressed concerns of the firearms bill specifically carrying openly. She referred to a bill relating to government competition with private enterprise which applies to a variety of government activities, but is currently targeted toward police officers working as security guards on their time off. Andy Beerman asked about recreation and transportation. Ms. Foster stated that the bill is broad and Mark Harrington relayed that transportation is already federally regulated because the City receives grants. Diane Foster noted that she will add the high tech digital studio bill and HB70, air quality bill to her watch list.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
FEBRUARY 2, 2012

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, February 2, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Heinrich Deters, Trails Coordinator; and Mark Harrington, City Attorney.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV WORK SESSION NOTES OF JANUARY 12, 2012 ON BONANZA PARK PLAN

Liza Simpson, "I move we approve the work session notes from January 12th". Cindy Matsumoto abstained as she was not in attendance. Andy Beerman seconded. Motion carried.

Andy Beerman	Aye
Alex Butwinski	Aye
Cindy Matsumoto	Abstention
Dick Peek	Aye
Liza Simpson	Aye

V CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")*

Liza Simpson, "I move we approve the Consent Agenda". Alex Butwinski seconded. Motion unanimously carried.

1. Consideration of a Resolution adopting an amended FTA drug and alcohol policy for Park City Municipal Corporation – Staff recommends approval.

2. Consideration of a Resolution authorizing the submittal of an application for a WaterSmart: Water and Energy Efficiency Grant from the US Bureau of Reclamation to assist in funding the installation of a raw water line – Staff recommends approval.

3. Consideration of a sale of a remnant parcel, located in the Claimjumper Court neighborhood to the adjacent property owner, Dave Donegan in the amount of $654 – Staff recommends approval.

VI NEW BUSINESS

Consideration of an assignment and amendment to the Osguthorpe Conservation Easement – Heinrich Deters explained that Council is being asked to approve two changes to the conservation easement. The first is a limited assignment recognizing interest in the easement by the Snyderville Basin Special Recreation District for the bond funds provided and the second are minor amendments suggested by Summit Land Conservancy's legal counsel for the easement. Modifications have been reviewed and approved by the Legal Department. Andy Beerman, "I move we approve the amendments to the Osguthorpe Conservation Easement and the assignment". Liza Simpson seconded. Motion unanimously carried. The Mayor thanked Basin Recreation, BOSAC and the County Council for donating to the easement.

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Matt Cassel, City Engineer; Clint McAffee, Water Manager; Tom Daley, Deputy City Attorney; Joan Card, Environmetal Regulatory Analyst; Diane Foster, Assistant City Manager; Kent Cashel, Transportation Manager; Brooks Robinson, Transportation Planner; Jon Weidenhamer, Ecoomic Development Manager; Thomas Eddington, Planning Manager; Kerry Gaines, Prosecutor; and Mark Harrington, City Attorney. Liza Simpson, "I move to close the meeting to discuss property and litigation". Dick Peek seconded. Motion carried unanimously. The meeting opened at approximately 5:15 p.m. Dick Peek, "I move to open the meeting". Andy Beerman seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
FEBRUARY 16, 2012

Present: **Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Diane Foster, Interim Assistant City Manager; Craig Sanchez, Golf Director; Clint Dayley, Golf and Parks Manager; Nate Rockwood, Budget Analyst; and Jon Weidenhamer, Economic Development Manager

Alison Butz, Director of HPCA

1. Council questions/comments. Dick Peek reported that Habitat for Humanity is actively looking for volunteer groups to assist with housing projects. Andy Beerman relayed that he attended the Leadership 101 session this week. Liza Simpson stated that she attended the Mountainlands Community Housing Trust meeting where outreach efforts were discussed. She thanked staff for a great Visioning Session last week. The Mayor agreed and reported on Mosquito Abatement business. He was contacted by Mayor Bloomberg's Office about joining a coalition of mayors against illegal guns which will be discussed at an upcoming work session.

2. Legislative update. Diane Foster pointed out that the police chiefs have voted to oppose the firearms legislation allowing open carrying in public spaces. The ULCT is also opposed. The construction bill is gone and the air quality bill will likely move forward. The bill on government competition with private enterprise has been pulled by the sponsor. She addressed taxi legislation and the anti-idling bill. Staff is recommending opposition to the International Residential Code amendments and a bill requiring local governments to sell any properties that do not have an identified public use. The ULCT is working on a modification to the billboard bill that would allow automatic conversions to digital billboards without any public authority oversight on interstate highways. Conversions on non-interstate highways would be subject to municipal or county processes. There are currently 74 boxcar bills that the ULCT is watching.

3. Park City Municipal Golf Club fee increase discussion. Craig Sanchez reported that the 2011 season mirrored the 2010 season, starting a month behind but the numbers between July through October were very strong. As a result of the survey, the goal is to provide a better maintained course with a focus on capital replacement equipment and efficiencies with water use. One major expense is the HOA fee which is roughly $50,000 per year. Staff and the Friends of Golf met last fall to discuss current conditions, improvements and the fee structure. Golf is an enterprise fund and is required to recover the costs of providing services including capital asset costs such as depreciation while maintaining positive unrestricted net assets.

He pointed out that expenses and revenues were somewhat higher this year. Finances are looking good going into the spring season to the end of the fiscal year, however spring conditions cannot be predicted. There was an increase in rounds of 2.6% from the previous year and nationally golf falls into the 2% growth level. Season passes were grandfathered 12 years ago and 23 passes remain from the original 100 season pass holders.

Mr. Sanchez relayed that it has been eight years since the last rate change and in fact, the last change to fees was a rate decrease to be more consistent with the competition. All of the proposed increases are under 10% and by policy these can be approved by the City Manager. The rate change represents a $.50 increase per nine for residents, $1 per nine for non-residents and $.50 per nine for carts. Park City's resident rates are comparable to the local competition but the non-resident fees are on the higher end but when compared to other resort communities, Park City is a lot lower than most.

Clint Dayley stated that capital projects completed in 2011 include installation of a new irrigation control system, a tee box on Hole #14, and reconfiguring the cart path on Green #4. Purchases proposed for the 2012 season include replacement of the greens mower fleet and replacement of carpet in the Pro Shop. In response to a question from the Mayor Mr. Dayley explained that hybrid mowers cost about 40% more to purchase but could represent a 56% reduction in fuel costs. There is also no hydraulic fluid.

Mr. Sanchez discussed the purchase of the new golf car fleet; the current one is about five years ago. Replacing batteries would run about $100,000 plus maintenance costs for the fleet. Three vendors responded to a RFP and Intermountain Club Cars was selected. GC was the lowest net bid and finished first or second in other criteria areas. The purchase is a little over $210,000. Roughly $71,000 will be paid from the Golf Course Fund and the remainder $140,000 will be financed by the Capital Improvements Fund to be paid back with interest annually over a four year term. This project is currently not included in the Capital Improvements Plan and therefore, requires City Council approval. Budget staff does not view this project as having a significant impact on funding levels for other CIP projects. He relayed that staff will be submitting an application for RAP Tax funding for both the golf car capital purchase and for sprinkler heads. In response to a question from Cindy Matsumoto, Mr. Sanchez stated that the course received an $80,000 RAP Tax award in 2007 which funded restroom improvements, tee signs and benches.

Alex Butwinski asked if the increase in fees would have a negative impact on number of rounds. Craig Sanchez did not think so. In response to a comment from Dick Peek, Mr. Sanchez explained that the old carts will be traded in for a $90,000 credit. The mowers will also be traded-in. The off-season fees will remain the same and borrowing from the CIP has worked well for previous purchases.

Andy Beerman pointed out the long time between fee increases. He asked if the proposal is sufficient for the foreseeable future. Craig Sanchez stated that golf course

fees will be examined annually but it is difficult to raise prices too much because there is an incredible inventory of golf offered at great prices in the area. The fee increase is estimated to bring in an additional $40,000 based on last year's numbers. Cindy Matsumoto asked how Park City compares to other resort town golf courses. Mr. Sanchez believed conditions are very comparable but our fees are typically well below resort courses. He explained the lodging golf package where golf fees are set higher. Members were supportive of staff recommendations.

4. Capital projects overview. Nate Rockwood explained that this session is a follow-up to Visioning; normally this discussion would take place in the spring. Projects with no identified revenue source would typically require debt financing or an increase in revenues. He pointed out that having some initial direction on large projects, like OTIS, would help the CIP Committee in evaluating projects. The Committee is look for funding direction. The Mayor believed that street projects should be evaluated on a case-by-case basis and is reluctant to continue to install conduit. Liza Simpson agreed. Dick Peek felt that there should be neighborhood buy-in on sidewalks and conduit before construction. Matt Cassel stated that these two questions were posed at a public meeting held for residents on Empire Avenue. The majority of people did not want sidewalks but were interested in considering conduit but Mr. Cassel believed they were not aware of the process and expense to bury utilities. Street projects are partially funded by the Water Fund. Ms. Matsumoto felt that the OTIS program should be continued and it is a priority for her.

Andy Beerman asked about street priorities and Matt Cassel explained that staff did not want Empire to be the #1 project because it is the largest. But because of the issues with the water line, Empire became the highest priority and urgency drops off quite a bit once Empire is done. The next urgent water line need is in Deer Valley Drive, but it is not an OTIS project. Mr. Beerman suggested then that these projects be spread over ten to 15 years. Mr. Cassel agreed there is a potential to do that but infrastructure is aging. Nate Rockwood pointed out that the next discussion will be identifying and understanding revenue sources and using the model.

Mayor Williams suggested that input come from a majority of the neighborhood on elements of street projects and that people interested in conduit sign something that indicates the owner's understanding of the responsibility for costs in undergrounding utilities. Alex Butwinski agreed. He added that the City should be proactively evaluating the conditions of streets rather than reacting to situations and is more supportive of street projects with an economic development benefit. Liza Simpson felt it would be helpful if staff informed Council of prioritized projects and Matt Cassel explained that Public Works, Water and Engineering have created a list. Alex Butwinski felt that timelines should also be indicated. Tom Bakaly stated that staff will return with recommendations on funding sources.

Jon Weidenhamer noted that the HPCA wants the City Council to again consider heating Main Street sidewalks. Alison Butz explained that members want to *exhaust*

the idea and want it investigated further. The Mayor expressed that cost-sharing should be considered. It is the responsibility of property owners to shovel their sidewalks and the City agreed to plow Main Street sidewalks as an extended service. Now, over time it seems that the owner's responsibility for clearing sidewalks has been lost.

The regional recreation survey and possible projects were discussed. Liza Simpson expressed an interest in the allocation and timing of revenues from the Park City Heights Project and the projects that may have been displaced when this was funded. Tom Bakaly advised that those monies have been committed to funding the repository.

With regard to the town plaza project, Alex Butwinski felt that the historic wall and Marsac Building could be better showcased from Swede Alley. Jon Weidenhamer explained that $400,000 is set aside for the 2A option set forth in the staff report and a reduced scope is recommended to provide flexibility on other projects. Andy Beerman felt that the wall could be restored without sacrificing many parking spaces. Mr. Butwinski reiterated that the entrance to the Building deserves more attention than proposed in Concept 1A. Liza Simpson indicated that before making town plaza plan decisions, she would like to understand the difference in cost between the two concepts as the City has lost its pocket parks. The Mayor felt that there needs to be perspective in terms of the demands on all of the different projects and it could be that the town plaza is not a priority for the Main Street businesses. Cindy Matsumoto expressed that it might not be a priority now but could serve as a substitute until other things get done. Liza Simpson agreed and clarified that the Brewpub Lot is the focus for the big amenity which may take a while to fund. Andy Beerman suggested keeping both options on the table while making decisions but Mr. Weidenhamer pointed out the efficiencies of exploring one plan but blending the plans is doable. Ms. Simpson stated that she would like to see something more robust than 1A. The Mayor explained that he would like to meet with the working group informally. Mr. Weidenhamer emphasized that there needs to be direction so a concept plan can be prepared for the budget.

Alex Butwinski stated that he supports 2A but the cost differential may drive the process. Andy Beerman pointed out that the working group prefers to deemphasize Swede Alley and focus the efforts onto Main Street and/or corridors to attract people there and Council's discussion is taking it to a different direction. The Mayor understood then that other projects are secondary to the Brewpub focus. Mr. Butwinski felt the Council should take a look at both concepts and he has a different opinion about improving Swede Alley which needs attention. Ms. Simpson agreed. Mr. Weidenhamer emphasized that the purpose for the Brewpub lot and Swede Alley improvements are very different. Tom Bakaly understood that staff is on the right track with more work on the historic wall. Restrooms were discussed. Dick Peek interjected that the input he has received on restrooms is that they be highly visible and safe. He also supported a hybrid of the two concept plans.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
FEBRUARY 16, 2012

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, February 16, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Jon Weidenhamer, Economic Development Manager; Thomas Eddington, Planning Manager; Kirsten Whetstone, Planner; Heinrich Deters, Trails Coordinator; and Mark Harrington, City Attorney.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Tour of Utah – Jon Weidenhamer reported that staff is working with the organizers on the build-out of the start and finish and the race course itself. There is a chance the event will be televised on a national level. Options will be presented to the HPCA next week and discussed at a work session.

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

None.

IV WORK SESSION NOTES AND MINUTES OF JANUARY 26, 2012

Dick Peek, "I move we approve the work session notes and minutes of January 26, 2012". Andy Beerman seconded. Motion unanimously carried.

V NEW BUSINESS

1. Consideration of increasing the contract amount for a Balanced Growth Management Study – Thomas Eddington stated that the City entered into a contract with czb in the amount of $38,582 to perform a balanced growth study. In analyzing city issues, it was discovered that there should be more of a regional component which results in additional time and cost. Czb agreed to provide a more comprehensive focus increasing the cost by $15,000 which staff supports.

Alex Butwinski spoke about avoiding using czb as a crutch and is unsure about the need for a regional component. Mr. Eddington explained that the regional approach will include Wasatch County and the Jordanelle which represents additional time and data gathering. He feels this is important for background information when meeting with others outside our borders.

Liza Simpson pointed out the amount of time spent in Visioning on regional collaboration and felt it critical to take a broader look and not just limit the study to Park City's boundaries. The deliverables from czb have been well worth the money. She felt that the crutch comment relates more to the joint meetings with the Planning Commission. Andy Beerman believed an overall regional look is necessary and asked if strategies will be proposed. Thomas Eddington stated that Mr. Buki will return with strategies and staff has submitted recommendations to him. The internal analysis has expanded well beyond the City's borders in preparing the General Plan. Dick Peek discussed a ULCT database that has a lot of useful information and Mr. Eddington believed it is already being used. Cindy Matsumoto felt it crucial to look broader than the City limits.

Mr. Butwinski asked if more fees will be requested in the near future and Mr. Eddington explained that it is not planned and in this instance, staff is asking for a significant amount of data. The Mayor invited public input; there was none. Liza Simpson, "I move that we authorize the City Manager to execute an increase in the contract for the Balanced Growth Management Study with czb in the amount of $15,000". Dick Peek seconded. Motion unanimously carried.

2. Consideration of acceptance of an Annexation Petition from Franklin Richards/PCMC – Planner Kirsten Whetstone explained that the property is located north of Thaynes Canyon Subdivision, north of Payday Drive, and west of SR224 and totals 33.74 acres, 19.74 acres of which belongs to the City and has a conservation easement on it. A 14 acre parcel is owned by Frank Richards which includes a residence, barn and pasture land. The petition has been reviewed for compliance with the Land Management Code and the applicable sections of the Utah Code. She stated that staff finds the application complies with the basic requirements for an annexation petition; it is contiguous property and within the Park City annexation expansion area. Acceptance of the petition is not final action and initializes the review process with staff and the Planning Commission. Ultimately, the City Council will take final action. The Mayor opened the public hearing; there were no comments. Dick Peek, "I move that we accept the annexation petition for the Richards/PCMC annexation parcel". Liza Simpson seconded. Motion unanimously carried.

3. Consideration of reimbursement of $50,000 as compensation for the two-year fund raising effort, as conditioned, to Summit Lands Conservancy for the Osguthorpe Conservation Easement – Heinrich Deters explained that in February 2010, the City and Summit Lands Conservancy entered into an agreement to purchase an open space conservation easement on the Osguthorpe 120 Parcel which is located just outside Park City in the Round Valley open space area. Conditions of the agreement specified that the City would provide approximately $4.7 million as the initial payment of the $5.7 million and SLC would fund-raise the final $1 million. Thanks to the efforts of Park City locals, Snyderville Basin Special Recreation District, and Summit County, SLC was able to reach its $1 million goal. Staff is recommending that Council reimburse SLC in the amount of $50,000 to cover fund-raising costs for the easement with the condition that

the City receives the $1 million (which was delivered) and the funds will not be used for legal defense costs. Cheryl Fox, Director of SLC, thanked the City Council for its support which was a huge group effort. She stated that there were almost 200 individual donations ranging in size from $10 to $100,000 and in addition, SBSRD, COSAC and County money. The Mayor invited the public to comment. There was no input.

The Mayor presented Ms. Fox with a check for $50,000 and commended SLC on its fantastic accomplishment. Andy Beerman, "I move that we reimburse Summit Lands Conservancy for $50,000 as compensation for the two year fund raising effort related to the Osguthorpe Conservation Easement". Cindy Matsumoto seconded. Motion unanimously carried.

VI ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Jason Glidden, Marketing Analyst; Diane Foster, Interim Assistant City Manager; Jim Blankenau, Environmental Analyst; and Mark Harrington, City Attorney. Andy Beerman, "I move to close the meeting to discuss property and litigation". Alex Butwinski seconded. Motion carried unanimously. The meeting opened at approximately 4 p.m. Liza Simpson, "I move to open the meeting". Alex Butwinski seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, City Recorder

City Council
Staff Report

Subject:	**Approve an Interlocal Agreement with Summit County for Automatic Aid During Times of Emergency or Disaster**
Author:	**Hugh Daniels, Emergency Program Manager**
Department:	**Executive**
Date:	**March 1, 2012**
Type of Item:	**Administrative – Interlocal Agreement**

Summary Recommendations:
Consider the approval of an Interlocal Agreement between Park City and Summit County for Automatic Aid and Assistance for Law Enforcement, Public Works, Infrastructure Emergencies, Public Health, Communications, Animal Control and Sheltering.

Background:
Park City and Summit County have always assisted each other in times of emergency, however there has never been a formal Mutual Aid or Interlocal Agreement that lays out the details of how each agency will respond to assist the other, procedures for requesting and providing aid, the roles and responsibilities of both agencies, cost reimbursement, communications and insurance. The attached agreement outlines the process of providing automatic aid to each other when needed.

Further this agreement allows for department level managers to initiate aid without going through multiple levels of bureaucracy that are often found in some mutual aid type of agreements.

The Summit County Council approved the Agreement at their January 18, 2012 meeting.

Analysis:
The attached Agreement formalizes what has already been occurring between law enforcement agencies, and to some extent, public works agencies and further includes all departments that may have a role in an emergency and/or disaster response in Park City and/or Summit County. Agreements such as this are allowed by the Utah Interlocal Cooperation Act of the Utah Code and the format and content is similar to other Interlocal Agreements we have with Snyderville Basin Water Reclamation District and the Mountain Regional Water Service District.

This agreement does not require an agency to provide aid but lays out the guidelines of how aid will be requested and provided.

Department Review:
The City Manager and Legal offices have reviewed the Agreement.

Alternatives:

A. Approve:

Consider the approval of an Interlocal Agreement between Park City and Summit County for Automatic Aid and Assistance for Law Enforcement, Public Works, Infrastructure Emergencies, Public Health, Communications, Animal Control and Sheltering.

B. Deny:

Denying approval will not stop ad hoc assistance between the agencies, but it will be in an uncoordinated manner without specific guidelines of how it is to occur.

C. Modify:

The Council may choose to modify all or part of the Agreement. If so, the Agreement will need to go back through both parties legal departments and then to the County Council for re-approval as modified.

D. Continue the Item:

The Council may continue the item for additional information or discussion.

E. Do Nothing:

Has the same effect as denying approval in B. above.

Significant Impacts:

There are no significant impacts to the approval of the Agreement. If Automatic Aid is requested, there may be financial impacts to the requesting agency for reimbursement of personnel, equipment and materials/supplies costs of the responding agency as outlined in the Agreement.

Recommendation:

Consider the approval of an Interlocal Agreement between Park City and Summit County for Automatic Aid and Assistance for Law Enforcement, Public Works, Infrastructure Emergencies, Public Health, Communications, Animal Control and Sheltering.

Resolution No. __-12

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN PARK CITY AND SUMMIT COUNTY FOR AUTOMATIC AID AND ASSISTANCE FOR LAW ENFORCEMENT, PUBLIC WORKS, INFRASTRUCTURE EMERGENCIES, PUBLIC HEALTH, COMMUNICATIONS, ANIMAL CONTROL AND SHELTERING

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, Park City Municipal Corporation (PCMC) has determined by vote of its governing body to enter into these Interlocal Cooperation Agreements to enhance the effectiveness of cooperative efforts between the parties and Summit County (County) has done likewise; and

WHEREAS, it is necessary that PCMC and County cooperate with one another to effectively manage public resources in the event of an emergency within and/or across the respective boundaries of Park City and Summit County; and

WHEREAS, both PCMC and County will benefit from the coordinated operations contemplated by this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah as follows:

The City Council hereby authorizes the Mayor to execute the Interlocal Agreement between Park City and Summit County for Automatic Aid and Assistance for Law Enforcement, Public Works, Infrastructure Emergencies, Public Health, Communications, Animal Control and Sheltering (attached as Exhibit A), in a form approved by the City Attorney's Office.

PASSED AND ADOPTED this first day of March, 2012.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Dana Williams

Attest:

_____
Janet M. Scott, City Recorder

Approved to form:

_____
Mark D. Harrington, City Attorney

INTERLOCAL AGREEMENT
BETWEEN PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY

AUTOMATIC AID AND ASSISTANCE FOR LAW ENFORCEMENT, PUBLIC WORKS, INFRASTRUCTURE EMERGENCIES, PUBLIC HEALTH, COMMUNICATIONS, ANIMAL CONTROL AND SHELTERING

THIS AGREEMENT, is made and entered into this 18th day of January, 2012, by and between **PARK CITY MUNICIPAL CORPORATION**, 445 Marsac Avenue, Post Office Box 1480, Park City, Utah, a municipal corporation of the State of Utah hereafter **"**Park City" and **SUMMIT COUNTY**, a political subdivision operation under the laws of the State of Utah, 60 North Main, PO Box 128, Coalville Utah 84017, hereinafter "Summit County", and may be referred to a "party" or "the parties".

WHEREAS, in an Emergency, local service providers require specialized resources to sustain operations and must rely on their own support until state and federal resources are available; and

WHEREAS, the need for establishing an automatic aid agreement is driven by the threat of both natural and human-caused events; and

WHEREAS, the establishment of automatic aid and assistance agreements help reduce the impact of such events and expedite recovery efforts of critical infrastructure as identified by the Homeland Security Presidential Directive (HSPD) 7; and

WHEREAS, coordination and cooperation between Summit County and Park City is essential to assist the entity in need to put infrastructure back in operation, maintain the public health, provide communications, control and shelter animals and law enforcement quickly in response to an emergency; and

WHEREAS, this automatic aid and assistance agreement is in the best interests of both Summit County and Park City providing a tool for response and recovery, enhancing planning and coordination, enhancing access to specialized resources, expediting arrival of aid, reducing administrative conflict, and increasing resources for restoration of infrastructure, in the event of an Emergency; and

WHEREAS, Summit County and Park City have developed and adopted emergency response plans, and this automatic aid and assistance agreement is a recommended component of those plans.

NOW THEREFORE, BE IT RESOLVED, that Summit County and Park City enter into this agreement under the provisions of the Utah Interlocal Cooperation Act, §11-13-101, et. seq. of the Utah Code to foster the legitimate interest of Summit County and Park City actively working together to manage emergencies and help ensure an effective response and recovery. The parties recognize that emergencies transcend political jurisdictional boundaries, and intergovernmental coordination is essential for protecting lives and property and for facilitating the efficient use of available assets both public and private. They further recognize that a signed automatic aid and assistance agreement does not obligate either party to provide or receive aid but provides a tool for

use should events dictate a need. The parties therefore agree as follows:

1. **PURPOSE**. Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the parties prepared this agreement in order to provide a method, and set forth procedures and standards, whereby local entities that have sustained damages from natural or man-made events could coordinate response activities and share resources in the form of personnel, equipment, and supplies during emergencies.

2. **DEFINITIONS OF KEY TERMS**.

a. **Emergency**. Absent a Presidentially declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property, including a public health emergency as defined in §26-23b-102(6) of the Utah Code.

b. **Authorized Official**. An employee of the parties that is authorized by the party's governing body or management to request assistance and/or respond and offer assistance under this Agreement.

c. **Requesting Entity**. The party of this Agreement who requested assistance.

d. **Responding Entity**. The party of this Agreement who responded to a request for assistance.

e. **Period of Assistance**. A specified period of time when a Responding Entity assists a Requesting Entity. The period commences when personnel, equipment, or supplies depart from a Responding Entity's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as defined.

3. **ROLES AND RESPONSIBILITIES OF INDIVIDUAL PARTIES**.

a. **Authorized Official/Contact Information/Resource Information**. Both parties of this Agreement have identified Authorized Officials and alternates (see Attachment A.); which provide contact information including 24-hour access; and maintain resource information made available by the agency for automatic aid and assistance response.

b. **Control**. The Responding Entity personnel shall remain under the direction and control of the Responding Entity. The Requesting Entity's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Entity. Whenever practical, Responding Entity personnel must be self sufficient for up to 72 hours.

c. **Food and Shelter**. The Requesting Entity shall supply reasonable food and shelter for Responding Entity personnel. If the Requesting Entity fails to provide food and shelter for Responding Entity personnel, the Responding Entity's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the State per diem rates for that area. The Requesting Entity remains responsible for reimbursing the Responding Entity for all costs associated with providing food and shelter, if such resources are not provided.

d. **Annual Review of Agreement**. Each party of this Agreement shall provide for annual review of this Agreement for updates in laws, programs, and procedures, and include review and update of plans, contact lists, and other emergency information.

4. **PROCEDURES FOR REQUESTING AND PROVIDING AID**.

a. **Requests for Assistance**. In the event of an Emergency, an Authorized Official of a Requesting Entity may request automatic aid and assistance from the other party of this Agreement. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the Responding Entity.

b. **Response to a Request for Assistance**. After an Authorized Official from a Responding Entity receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Entity whether or not it has the resources to respond. If the Responding Entity is willing and able to provide assistance, the Responding Entity shall inform the Requesting Entity about the type of available resource and the approximate arrival time of such assistance.

c. **Discretion of Responding Entity's Authorized Official**. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Responding Entity receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. An Authorized Official's decisions on availability of resources shall be final.

5. **REIMBURSEMENT AND ALLOCATION OF COSTS**. Unless otherwise mutually agreed in whole or in part, the Requesting Entity shall reimburse the Responding Entity for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

a. **Personnel**. Responding Entity's personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts

or other conditions of employment. The Responding Entity's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Entity's reimbursement to the Responding Entity must consider all direct personnel costs, including salaries or hourly wages, and benefits.

b. **Equipment**. The Requesting Entity shall reimburse the Responding Entity for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Entity uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Entity must provide such rates in writing to the Requesting Entity prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

c. **Materials and Supplies**. The Requesting Entity must reimburse the Responding Entity in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Entity must not charge direct fees or rental charges to the Requesting Entity for other supplies and reusable items that are returned to the Responding Entity in a clean, damage-free condition. Reusable supplies that are returned to the Responding Entity with damage must be treated as expendable supplies for purposes of cost reimbursement. It is not anticipated that any property will be acquired solely for the purpose of this Agreement. However, if any property or materials are acquired sole for the purpose of this Agreement, if this Agreement is terminated the property will go to the Entity, which purchased the property.

d. **Payment Period**. The Responding Entity must provide an itemized bill to the Requesting Entity of all expenses it incurred as a result of providing assistance under this Agreement. The Responding Entity must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Entity must pay the bill in full on or before the forty-fifth (45^{th}) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46^{th}) day following the billing date, and, once delinquent, the bill accrues interest at a rate of prime, as reported by the Wall Street Journal, plus two percent (2%) per annum.

6. **DISPUTES**. Any controversy or claim arising out of, or relating to, this Agreement, including, but not limited to, alleged breach of the Agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

7. **COMMUNICATIONS**. The Requesting Entity shall provide Responding Entity personnel

with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

8. **WORKERS' COMPENSATION**. Each party shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each party shall provide insurance or shall self insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

9. **INSURANCE**. Both parties of this Agreement shall maintain an insurance policy that covers activities that it may undertake under this Agreement. The scope of the policy must include, at a minimum, coverage of employee faulty workmanship and other negligent acts, errors, or omissions, and coverage for meeting the indemnity conditions. Both parties must carry insurance to protect against risks associated with participation of the Agreement.

10. **HOLD HARMLESS AND INDEMNITY**. Each party agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible party. Notwithstanding the foregoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63G-7, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.

11. **IMMUNITY OF GOVERNMENTAL ENTITIES FROM SUIT.**

Not withstanding the waiver of immunity provisions of Utah State Code Section 63G-7-301, a governmental entity, its officers, and its employees are immune from suit for any injury or damage resulting from the implementation of or the failure to implement measures to respond to a national, state, or local Emergency, a public health Emergency as defined in Utah State Code Section 26-23b-102, or a declaration of the President of the United States of other federal official requesting public health related activities.

NO WAIVER OF GOVERNMENTAL IMMUNITY: INSURANCE. Nothing herein shall be deemed a waiver by any party of any immunity provided by law to such party or an extension of any limits of liability applicable to such party nor shall this agreement be construed as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage caused by the negligence of the other party. Each party agrees to make provision for insurance coverage, through independent contact or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

12. **NOTICE**. A party of this Agreement who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party of this

Agreement, shall provide prompt and timely notice to the other party that may be affected by the suit or claim. Each party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

13. **WITHDRAWAL**. Any party of this Agreement may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Authorized Official. Withdrawal takes effect sixty (60) days after the appropriate official receives notice. However, in no case shall this Agreement be in force and effect for a period in excess of fifty (50) years.

14. **TERM.** The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate on August 1, 2062 or earlier

15. **MODIFICATION**. Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

16. **NONDISCRIMINATION**.

a. In the performance of this Agreement, the parties will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, gender identification, sexual orientation, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The parties shall ensure that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, gender identification, sexual orientation, age, or the presence of any sensory, mental, or physical handicap. The parties shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.

b. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, gender identification, sexual orientation, age or the presence of any sensory, mental or physical handicap.

17. **NO SEPARATE ENTITY**. This agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this agreement. As allowed in §11-13-

201 of the Utah Code, both parties are cooperating jointly together to exercise their individual powers and privileges.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

Dana Williams, Mayor

Attest:

Janet Scott, City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney

SUMMIT COUNTY

David Ure, Summit County Council Chair

Attest:

Kent Jones, County Clerk

COUNTY CLERKS SEAL SUMMIT COUNTY 1854 STATE OF UTAH

Approved as to Form:

David L. Thomas, Deputy County Attorney

Attachment A

Authorized Officials – In order to expedite the request for automatic aid both parties outline who their Authorized Officials are for various departments along with contact information:

Summit County

	Primary	**Alternate**
Law Enforcement	Sheriff	Captain
Public Works	Public Works Director	Roads Superintendent
Animal Control	Administrative Services Director	AC Field Supervisor
Emergency Management	Emergency Manager	Admin Services Dir.
Health Department	Health Director	Dpty Health Director
All Departments	County Manager	Asst. County Manager

Park City

	Primary	**Alternate**
Law Enforcement	Police Chief	Duty Supervisor
Public Works	PW Manager On-call	Same
Emergency Management	Emergency Manager On-call	Same
All Departments	City Manager	Asst. City Manager

If unable to reach the appropriate person, try calling either party's Dispatch Center.

Summit County – 435-615-3600
Park City – 435-615-5500

City Council
Staff Report

Subject: Bond Counsel Services Contract Award
Author: Nate Rockwood
Department: Budget, Debt, & Grants Department
Date: March 1, 2012
Type of Item: Administrative

Summary Recommendations:
Authorize the City Manager to enter into a three (3) year contract with an option of two (2) one-year extensions, in a form approved by the City Attorney's office, with Chapman and Cutler LLP for bond counsel services related to General Obligation and Water Bond issuance (Exhibit A – Chapman & Cutler, scope of services and fee schedule) and with Ballard Spahr LLP for bond counsel services related to Sales Tax Revenue and RDA Increment Bond issuance (Exhibit B – Ballard Spahr, scope of services and fee schedule).

Topic/Description:
Bond Counsel Services Contract Awards

Background:
The City traditionally contracts for bond counsel services to assist with bond issuances. The professionalism of a bond counsel is indispensible to the process as it is unrealistic to have a legal staff member who is immersed enough in the bond market to provide sufficient expertise. Bond Counsel will be required to take an active role in assisting the City with respect to the issuance of debt and possibly other financing options. Potential savings in interest expense due to having a bond counsel are significant, and far outweigh the incremental cost. Previously, the City has contracted with multiple bond counsel firms depending on bond type which allows for the widest diversity of resources.

Park City Municipal Corporation requested proposals from qualified bond counsel firms for municipal bond related issues. Candidates' proposals were evaluated by the Bond Counsel Selection Committee based on established criteria.

Analysis:
The City received proposals from Chapman & Cutler and Ballard Spahr. City staff has worked extensively with both firms on debt issuance and has found both firms to be highly qualified and to represent the City in a professional manner. Both firms provided highly competitive bids. It is the recommendation of staff that the City contracts with each firm for debt issuance services consistent with what was previously contracted over the past 5 years (Chapman & Cutler was previously contracted for GO and Water Bonds and Ballard Spahr was contracted for Sales Tax Revenue and RDA Increment

Bonds). Staff recommends that by contracting with both firms the City will continue to maximize bond counsel resources and retain institutional knowledge from previous debt issuance. It is recommended that Chapman & Cutler continue to handle General Obligation and Water Bond issuance and Ballard Spahr continue to handle Sales Tax Revenue and RDA Increment Bond issuance.

The Bond Counsel fee schedules are typically based on the size of the bond issuance.

The following fee is included in the Chapman & Cutler contract:

Type of Issuance	Fee (in Dollars per $1,000 of issuance)
General Obligation Bond	$0.95
Water Revenue Bond	$1.45
Refinancing/Refunding	same as above rates (respectively)

The following fee schedule is included in the Ballard Spahr contract:

Type of Issuance	Fee (in Dollars per $1,000 of issuance)
Sales Tax Revenue Bond	$1.60
RDA Increment Bonds	$2.50
Refinancing/Refunding	same as above rates (respectively)

Department Review:
Budget, Debt, & Grants Department, Legal, and City Manager

Alternatives:

A. Approve:
Authorize the City Manager to enter into a three (3) year contract with an option of two (2) one-year extensions, in a form approved by the City Attorney's office, with Chapman and Cutler LLP for bond counsel services related to General Obligation and Water Bond issuance (Exhibit A – Chapman & Cutler, scope of services and fee schedule) and with Ballard Spahr LLP for bond counsel services related to Sales Tax Revenue and RDA Increment Bond issuance (Exhibit B – Ballard Spahr, scope of services and fee schedule).

B. Deny:
So doing would leave the City without needed Bond Counsel on issues regarding debt and debt issuance. In the event that Council denies this contract, staff would reissue the RFP and select a different provider.

C. Modify:
Council could modify the contract award recommendation

D. Continue the Item:
Council could continue the item to request additional information

E. Do Nothing:
This would have a similar impact as B.

Significant Impacts:
Bond counsel services are critical to the proper issuance of debt. Costs related to the service generally only materialize if bonds are issued and are paid from the proceeds of the bonds. The financial impact of retaining high quality bond counsel is relatively low and the financial benefit is high.

Consequences of not taking the recommended action:
So doing would leave the City without needed Bond Counsel on issues regarding debt and debt issuance.

Recommendation:
Authorize the City Manager to enter into a three (3) year contract with an option of two (2) one-year extensions, in a form approved by the City Attorney's office, with Chapman and Cutler LLP for bond counsel services related to General Obligation and Water Bond issuance (Exhibit A – Chapman & Cutler, scope of services and fee schedule) and with Ballard Spahr LLP for bond counsel services related to Sales Tax Revenue and RDA Increment Bond issuance (Exhibit B – Ballard Spahr, scope of services and fee schedule).

Attachments:
Exhibit A – Chapman & Cutler, Scope of Services and Fee Schedule
Exhibit B – Ballard Spahr, Scope of Services and Fee Schedule

Exhibit A – Chapman & Cutler, Scope of Services and Fee Schedule

Scope of Service

Provide the City with expert legal counsel and assistance on matters pertaining to the issuance and sale of securities including General Obligation Bonds, Revenue Bonds, and other municipal financing options for the City and its related agencies, including but not limited to the following:

1. Provide legal advice to City officials regarding bond issue structure, tax status, timing of sale, debt limitation parameters, and other related matters to the issuance of debt.
2. Review of all documents related to the debt issuance including participation in preparation of the Preliminary and Official Statement.
3. Supervise and assist with preparation of resolutions, ordinances, agreements, notices, transcripts, and documents required by state statute for the authorization, issuance, sales and delivery of bonds and notes by the City.
4. Participation in and review of documents related to bond rating agency presentations or updates, including attending meetings if requested.
5. Preparation and rendering of the legal bond opinion approving the validity and tax status of the bonds, as well as preparing and reviewing all closing documents, including opinions of other counsel as may be necessary.
6. Conduct closing of the bonds, including supervision and coordination of the preparation of electronic files, printing and delivery of the City's bonds.
7. Attendance at City meetings when requested.
8. Provide recommendations of financial or management policies to ensure compliance with debt related applicable federal and state laws and regulations.
9. Provide advice concerning federal and state tax laws including providing information to the City when changes affect the City's outstanding debt.
10. To cooperate with recognized financial advisors, to be selected by the City, in connection with proceedings authorizing the issuance of bonds.
11. To cooperate with an underwriter, to be selected by the City (if desired for any particular bond issuance), in connection with proceedings authorizing the issuance of bonds.
12. If requested, represent the City in any dispute resolution or litigation related to the bond issue.
13. Perform other functions normally contemplated to be within the scope of duties of fully qualified bond counsel including advising the City on the public sale and/or private placement of bonds.
14. Preparation of the Continuing Disclosure Undertaking.

The following fee schedule is included in the Chapman & Cutler contract:

Type of Issuance	Fee (in Dollars per $1,000 of issuance)
General Obligation Bond	$0.95
Water Revenue Bond	$1.45
Refinancing/Refunding	same as above rates (respectively)

Exhibit B – Ballard Spahr, Scope of Services and Fee Schedule

Scope of Service

Provide the City with expert legal counsel and assistance on matters pertaining to the issuance and sale of securities including General Obligation Bonds, Revenue Bonds, and other municipal financing options for the City and its related agencies, including but not limited to the following:

1. Provide legal advice to City officials regarding bond issue structure, tax status, timing of sale, debt limitation parameters, and other related matters to the issuance of debt.
2. Review of all documents related to the debt issuance including participation in preparation of the Preliminary and Official Statement.
3. Supervise and assist with preparation of resolutions, ordinances, agreements, notices, transcripts, and documents required by state statute for the authorization, issuance, sales and delivery of bonds and notes by the City.
4. Participation in and review of documents related to bond rating agency presentations or updates, including attending meetings if requested.
5. Preparation and rendering of the legal bond opinion approving the validity and tax status of the bonds, as well as preparing and reviewing all closing documents, including opinions of other counsel as may be necessary.
6. Conduct closing of the bonds, including supervision and coordination of the preparation of electronic files, printing and delivery of the City's bonds.
7. Attendance at City meetings when requested.
8. Provide recommendations of financial or management policies to ensure compliance with debt related applicable federal and state laws and regulations.
9. Provide advice concerning federal and state tax laws including providing information to the City when changes affect the City's outstanding debt.
10. To cooperate with recognized financial advisors, to be selected by the City, in connection with proceedings authorizing the issuance of bonds.
11. To cooperate with an underwriter, to be selected by the City (if desired for any particular bond issuance), in connection with proceedings authorizing the issuance of bonds.
12. If requested, represent the City in any dispute resolution or litigation related to the bond issue.
13. Perform other functions normally contemplated to be within the scope of duties of fully qualified bond counsel including advising the City on the public sale and/or private placement of bonds.

The following fee schedule is included in the Ballard Spahr contract:

Type of Issuance	Fee (in Dollars per $1,000 of issuance)
Sales Tax Revenue Bond	$1.60
RDA Increment Bonds	$2.50
Refinancing/Refunding	same as above rates (respectively)