

AGENDA ITEM # 6

CITY COUNCIL COMMUNICATION FORM

FROM: Chris Wilson, Parks, Open Space and Recreational Services Director (Ext. 317)

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: June 15, 2010

ITEM: A resolution approving the Sports Field and Facilities License Agreement between the City of Steamboat Springs and Triple Crown Sports, Inc.

NEXT STEP: Adopt a resolution approving the Sports Field and Facilities License Agreement between the City of Steamboat Springs and Triple Crown Sports, Inc.

DIRECTION
 INFORMATION
 ORDINANCE
 MOTION
 RESOLUTION

I. REQUEST OR ISSUE:

Triple Crown Sports in cooperation with the Steamboat Springs Chamber Resort Association is requesting a Sports Field and Facilities License Agreement for the 2011 through 2020 tournament seasons.

II. RECOMMENDED ACTION:

Adopt the resolution approving the Sports Field and Facilities License Agreement between the City of Steamboat Springs and Triple Crown Sports, Inc. for the 2011 through 2020 tournament seasons.

III. FISCAL IMPACTS:

Proposed Expenditure: The City will include in the 2011 through 2020 budgets \$65,000-\$80,000 annually toward sponsorship and performance thresholds. In addition, \$75,000 annually toward field improvements or field development over the

course of the license agreement with input from the Contractor. Triple Crown Sports, Inc. will fund a minimum of \$15,000 per year toward these improvements or field development as well.

Funding Source: 2011 through 2020 Capital Improvement Project Budgets.

IV. BACKGROUND INFORMATION:

As Council is aware, Triple Crown Sports' license agreement runs through the summer season of 2010. The Chamber Resort Association Board of Directors have discussed with Triple Crown Sports, Inc. this new license agreement and have provided a recommendation that Triple Crown Sports, Inc., the City and the Chamber support this new license agreement.

The new license agreement addresses the following key issues surrounding the events in the following manner:

- The City hereby grants to the Contractor a license agreement and right to use the licensed premises for the purpose of producing and staging competitions and camps on the dates described in the attached Triple Crown Events Schedule.
- The City shall pay a base, annual sponsorship fee to Triple Crown in the amount of \$65,000. This fee shall be paid after the completion of the schedule as set forth in the "Triple Crown Events Schedule", and only if Triple Crown has completed all of its obligations under the license agreement. The following Performance Thresholds will apply;
 - If the World Series team numbers reach 180 teams in Steamboat/Yampa Valley, the annual sponsorship fee increases to \$70,000
 - If the World Series team numbers reach 200 teams in Steamboat/Yampa Valley, the annual sponsorship fee increases to \$75,000
 - If the World Series team numbers reach 220 or more teams in Steamboat/Yampa Valley, the annual sponsorship fee increases to \$80,000
 - Team numbers will be reported by Triple Crown's tournament director and verified by the Parks, Open Space and Recreational Services Director or designee.
 - The parties acknowledge that this sponsorship fee shall be in addition to the obligation of the City to fund at least \$75,000 per year towards field improvements or field development as set forth in section B.6 of the license agreement.

- The Contractor will fund a minimum of \$15,000 per year toward improvements or field development and may fund more per year based on a review of the projects being planned by the City over the course of the license agreement.
- Triple Crown has spent the past 12 months thoroughly evaluating what their customers, teams and their families want from the World Series Championship. This process has drawn them to some very important strategic conclusions that will change where and how they produce these events beginning in 2011.
- Over the past two years most of their major events (25) grew or remained the same in team attendance. That was not true for Park City and Steamboat Springs as they both saw substantial declines in team numbers. Because of these factors and others Triple Crown will begin to diversify both sports Championships by adding new sites/cities to a rotational championship system. This will initially decrease the size of the events at Steamboat Springs and Park City by reducing the number of hosted weeks or hosted divisions.
- In 2011 Triple Crown will drop the committed “Single Host Site Championship” model for baseball and softball. Triple Crown will adopt a multiple city concept playing age groups in various cities. Triple Crown wants to keep and protect the highly valued relationship it has with Steamboat Springs going forward. However their new relationship will be an immediate reduction in volume.
- Triple Crown plans to add the following host communities in for Fastpitch Softball Championships in the West to our rotational concept: Orange County (California), Reno-Tahoe and Steamboat Springs. In Baseball Championships, we will add Dallas, a Chicago/St. Louis area site, and Park City to their rotation. Triple Crown believes this strategy will meet their team's needs in a varied experience, cost, easier drive-ability and competitive diversity of teams.
- Each of the championship host communities/sites would host a division or divisions each year. In 2011 they will begin rotating various age groups and sports through those communities on the weeks of July/August. These events will be held on weeks of the summer that fit their customer.
- In our 2011 plan Steamboat Springs would host two weeks of Championship Baseball and one week of Championship Girls Fastpitch Softball. This mixed sport solution will reduce some of the decline created by the elimination of the 3 existing boys divisions and replacing it with one girls division.

- Several communities have restricted their need to improve and increase the core game day facilities. Meaning; they would be increasing them primarily for Triple Crown with no representative citizen demand. However, the market has demanded from Triple Crown fields that offer the most current amenities in playing surfaces, bleachers, concession stands, parking and restrooms. This lack of a significant quantity of quality fields limits the size and age groups that fit these two communities. Weekday night time access to Howelsen Hill Park is an issue. The smaller outlying communities that provide fields, although critical to the current and future structure, will be structured to have less impact in the future. Teams do not like playing on these facilities, the travel distance involved, and facility maintenance and lack of amenities they experience once there.

V. LEGAL ISSUES:

The Legal Services Department has been involved in the review of this license agreement.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

Conflicts deal with use by visitors of these City facilities. There have been a number of issues revolving around Triple Crown's past use of City facilities. Many of these have been addressed over time. The community will continue to work through these, so that a balance can be achieved between local needs and Triple Crown needs of the facilities.

Environmental concerns are minimal.

VII. SUMMARY AND ALTERNATIVES:

In summary, it is recommended that City Council make a motion approving the resolution for the Sports Field and Facilities License Agreement between the City of Steamboat Springs and Triple Crown Sports, Inc. for the production of Triple Crown events beginning June 2011 through August 2020.

Alternatives include:

1. A motion to adopt the resolution approving the Sports Field and Facilities License Agreement between the City of Steamboat Springs and Triple Crown Sports, Inc. for the 2011 through 2020 tournament seasons.

2. Give direction to staff for changes and then bring back the Sports Field and Facilities License Agreement via resolution.
3. Decline the Sports Field and Facilities License Agreement request.

VIII. ATTACHMENTS:

Attachment 1. Triple Crown Draft Future Plan

Triple Crown "Draft" Future Plan

Week (Mon-Sun)	Steamboat 180	Park City 150	Reno/Tahoe 75	So. California 60	Dallas Area 30	Denver/Long 50	St. Louis 50
11 July 11-17	Soccer	G14					
11 July 18-25	G18	B10,B12			B10,B12		
11 July 25-July 31	B8, B9, B13		G10,12	G16		B14,B15	B8, B9, B13
11 Aug 1- Aug 7	B11, B13 D2	Soccer			B16,B18,Col		
11 Aug 8-Aug 13							
12 July 9-15							
12 July 16-22	Soccer	G10,G12			B10,B12		
12 July 23-29	G16	B10,B12	G18	G14	B14,B15		B8, B9, B13
12 July 30-Aug 5	B8, B9, B13	Soccer				B16,B18,Col	
12 Aug 6- Aug 12	B11, B13 D2						
13 July 8-14							
13 July 15-21	Soccer	G18					
13 July 22-28	G14	B10,B12	G16	G10,G12	B10,B12	B14,B15	B8, B9, B13
13 July 29-Aug 4	B8, B9, B13	Soccer			B16,B18,Col		
13 Aug 5-Aug 11	B11, B13 D2						
14 July 7-13							
14 July 14-20	Soccer	G16			B10,B12		
14 July 21-27	G10,G12	B10,B12	G14	G18	B14,B15		B8, B9, B13
14 July 28-Aug 3	B8, B9, B13	Soccer				B16,B18,Col	
14 Aug 4-Aug 10	B11, B13 D2						
15 July 6-12							
15 July 13-19	Soccer	G14					
15 July 20-26	G18	B10,B12	G10,G12	G16	B10,B12	B14,B15	B8, B9, B13
15 July 27-Aug 2	B8, B9, B13	Soccer			B16,B18,Col		
15 Aug 3- Aug 9	B11, B13 D2						

CITY OF STEAMBOAT SPRINGS, COLORADO

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2011-2020 SPORTS FIELD AND FACILITIES LICENSE AGREEMENT BETWEEN THE CITY AND TRIPLE CROWN SPORTS, INC.

WHEREAS, the existing license agreement extension between the City and Triple Crown Sports, Inc. whereby the City has agreed to host Triple Crown Sports, Inc. sponsored athletic tournaments expires at the end of the 2010 tournament season; and

WHEREAS, the parties have negotiated the attached Sports Field and Facilities License Agreement providing for the City to host Triple Crown Sports, Inc. tournaments for the 2011 through 2020 tournament seasons; and

WHEREAS, Triple Crown Sports in cooperation with the Steamboat Springs Chamber Resort Association is requesting a Sports Field and Facilities License Agreement for the 2011 through 2020 tournament seasons; and

WHEREAS, the City Council of the City of Steamboat Springs wishes to approve the attached Sports Field and Facilities License Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO, THAT:

Section 1. The City Council of the City of Steamboat Springs hereby approves the Sports Field and Facilities License Agreement, a copy of which is attached hereto as Exhibit "A", and by this reference made a part hereof. The City Council further authorizes the City Council President to execute all documents necessary to affect this Resolution.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2010.

ATTEST:

**Cari Hermacinski, President
Steamboat Springs City Council**

**Julie Franklin, CMC
City Clerk**

SPORTS FIELD & FACILITIES LICENSE AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____ 2010, by and between TRIPLE CROWN SPORTS, INC. (hereinafter the "Contractor") and the CITY OF STEAMBOAT SPRINGS, a Colorado home rule municipality (hereinafter the "City").

RECITALS

WHEREAS, the Contractor produces and operates professional sports competitions and camps; and

WHEREAS, the City desires to make available such competitions and camps to its citizens and visitors; and

WHEREAS, the Contractor requires sports fields and facilities in order to produce and operate its competitions and camps; and

WHEREAS, the City owns, operates or contracts for fields known as the Howelsen Hill Park, Ski Town Park the Steamboat Springs Middle School Baseball/Softball Field and Dry Creek Park Fields in Hayden

WHEREAS, the term of the Sports Field and Facilities License Agreement is defined by a schedule of sporting events attached to the Agreement and titled "Triple Crown Events Schedule", which provides for events from June 2011 through August 2015, renewing automatically after 2015 for an additional five year term.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. LICENSE AND LICENSED PREMISES

1. The City hereby grants to the Contractor a license and right to use the Licensed Premises (as defined below) for the purpose of producing and staging competitions and camps on the dates described in the attached Triple Crown Events Schedule.

(a) The Romick Arena and Howelsen Hill Lodge facilities are available through a separate Use Agreement. These facilities may be reserved based on a schedule from the Contractor. If weather conditions require the use of Howelsen Hill Lodge by the Contractor it will be made available to the Contractor on Tuesdays during the World Series and on Television production days if reserved in advance and available at that time.

(b) The topic of additional fields (including a new ball field complex) and times will be revisited in September in each year of the term of this Agreement for the upcoming year.

2. The "Licensed Premises" shall include all fields and facilities at Howelsen Hill Park, Ski Town Park, Steamboat Springs Middle School Baseball/Softball Field, Dry Creek Park in Hayden and new fields as developed and designated by the City for use by the Contractor within the exterior perimeter fence surrounding the fields as well as parking areas and rest room facilities in the vicinity of the park located outside of such perimeter. Without limitation, the Licensed Premises shall include the field, warm-up area, bleachers, dugouts, rest rooms, lighting and scoreboard facilities.

3. Except as otherwise provided below, the City shall make the Licensed Premises available to the Contractor at the following times:

The Contractor will schedule all games to start no earlier than 7:00 a.m. on all assigned fields at Howelsen Park and no earlier than 7:30 a.m. on all assigned fields at Ski Town Park. The Contractor will schedule games to conclude by 4:00 p.m. on every Monday, Tuesday, Wednesday and Thursday at Howelsen Park and 11:00 p.m. at Ski Town Park. Games scheduled by the Contractor on Friday, Saturday and Sunday will be scheduled to conclude by 11:00 p.m. Start and end times for all other fields will be determined by the parties on an annual basis.

Notwithstanding the foregoing:

(a) During the period from June 4 through August in each year of the term of this Agreement, the Contractor shall be entitled to use the turf area located beside the Ninth Inning Concession Stand to keep competition board, tents and trailers used in the competitions and camps, 24 hours a day, 7 days a week.

(b) Signs, as approved by the City, for the Contractor's sponsors may be kept in place only while camps and competitions are under way.

(c) The City may assign exclusive rights to sponsorship signage on the infield fences at Howelsen Hill Community Park. Signage can remain in place from June 4 until September 21 and will be maintained by the City.

4. The term of this agreement shall commence on June 1, 2011 and continue until August 31, 2015. The term shall automatically renew for an additional five year term commencing on June 1, 2016 and continuing until August 31, 2020. The parties shall negotiate a schedule for the second five year term that conforms to the general guidelines set for in the attached Triple Crown Extension Events Schedule.

B. CITY OBLIGATIONS

1. The City will keep and maintain the Licensed Premises in a condition suitable for the competitions and camps produced by the Contractor. The facilities and utilities to be provided by the City shall include electric service, lighting, scoreboards,

public rest rooms, port-o-lets, water, fences, gates, dugouts, bleachers, warm-up areas and parking areas.

2. The City shall collect and remove trash and refuse from trash receptacles within the Licensed Premises after each competition and camp, or as needed. A trash receptacle will be placed in close proximity to the dugouts, but it is the responsibility of the Contractor to remove trash from the dugouts to the trash receptacle after each use except at end of each day.

3. Prior to and during each competition, the City shall prepare the surface of the infield in accordance with the agreed-upon requirements and specifications which include: watering, dragging, chalking lines, placing bases and pitching mounds, as time allows.

4. The City shall not enter into any concession or sponsorship arrangement covering the Licensed Premises that conflict with the Contractor's sponsorship obligations.

5. The City shall pay a base, annual sponsorship fee to Triple Crown in the amount of \$65,000. This fee shall be paid after the completion of the schedule as set forth in the "Triple Crown Events Schedule", and only if Triple Crown has completed all of its obligations under the Agreement. The following Performance Thresholds will apply;

If the World Series team numbers reach 180 teams in Steamboat/Yampa Valley, the annual sponsorship fee increases to \$70,000

If the World Series team numbers reach 200 teams in Steamboat/Yampa Valley, the annual sponsorship fee increases to \$75,000

If the World Series team numbers reach 220 or more teams in Steamboat/Yampa Valley, the annual sponsorship fee increases to \$80,000

Team numbers will be reported by Triple Crown's tournament director and verified by the Parks, Open Space and Recreational Services Director or designee.

The parties acknowledge that this sponsorship fee shall be in addition to the obligation of the City to fund at least \$75,000 per year towards field improvements or field development as set forth in section B.6 of the Agreement.

6. The City will fund \$75,000 per year towards field improvements or field development over the course of the contract with input from the Contractor.

C. CONTRACTOR OBLIGATIONS

1. The Contractor will fund a minimum of \$15,000 per year toward improvements or field development and may fund more per year based on a review of the projects being planned by the City over the course of the contract.

2. The Contractor will designate Steamboat Springs as the host City. The Contractor reserves the right to use recreational facilities outside Steamboat Springs should City facilities be booked to capacity. The Contractor agrees to contact the City Parks, Open Space and Recreational Services Director prior to arranging any portion of the event outside of Steamboat Springs.

3. The Contractor is authorized to include in competitions and camps the following events: Adult Softball, Youth Baseball, Girls Fast Pitch Softball and Volleyball.. Other competitions, camps and events shall not be included without the prior consent of the City. The Contractor will provide as early as it is available the proposed annual schedule and a weekly tournament schedule to the City.

4. The Contractor shall not be required to pay the City any fee or other compensation for use of the Licensed Premises pursuant to this Agreement.

5. The Contractor shall prominently feature the City's support of these competitions and camps in all promotional materials disseminated by the Contractor in connection with the competitions and camps which are the subject matter of this Agreement.

6. At the City's request, the Contractor will provide the City with the names and addresses of all personnel associated with the operation and production of competitions and camps, along with all organizational charts. The Contractor shall be responsible for the behavior, demeanor and appearance of its participants and other personnel associated with the operation and production of said competitions and camps and, when appropriate, shall require personnel to wear uniforms.

7. With respect to all participants and other personnel associated with the operation and production of Contractor competitions and camps, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated during employment without regard to their race, color, religion, sex or national origin. 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; and selection for training, including apprenticeship. The Contractor will keep records and reports concerning the racial and ethnic origin of applicants for employment and employees as county, state and federal agencies may require. Finally, the Contractor shall, with respect to the overall operation of the competitions and camps, adhere to all applicable city, county, state and federal laws.

8. The Contractor shall hold harmless, indemnify and defend the City, its officers, employees and agents against any lawsuits for damages, claims, losses and/or damages arising from or allegedly arising from or related to the production and operation of the competitions and camps as described above, including maintenance of same. To this end, the Contractor shall procure and maintain the following insurance policies including the City as an additional named insured:

(a) A comprehensive general liability insurance policy causing death, personal injury, or damage to property of competition and/or camp participants and spectators and contractor employees with limits of not less than \$1,000,000 each occurrence, combined single limit bodily injury and broad form property

damage, including contractual liability, personal injury, products and completed operations coverage.

(b) A workers' compensation insurance policy with employer's liability limit not less than that mandated by the Colorado statutes.

All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation, nonrenewable or reduction in coverage, delivered to the Director of Internal Services of the City, and the Director of Internal Services shall be provided with certificates of insurance evidencing all of the coverages and endorsements and same shall be delivered to the Director of Internal Services prior to the commencement of performances under this Agreement. In addition, a certificate of insurance evidencing policies applicable to all Contractor employees, participants, crew and officials shall be tendered to the City's Director of Internal Services prior to the commencement of competitions and camps under this Agreement.

9. The Contractor shall obtain properly executed release forms from all employees, crew and officials.

10. The Contractor shall be responsible for acquiring any and all parking, security and emergency services, as necessary and appropriate for the production and management of safe and effective competitions and camps. The Contractor shall be responsible for any compensation of any kind whatsoever payable for such parking, security and/or emergency services. Neither the Contractor nor any of its employees, crew, participants, officials and/or acquired parking, security and emergency personnel or any other individuals or entities providing parking, security, emergency or other services shall be entitled to any of the rights, privileges or benefits of City employees, nor shall any such individuals or entities be characterized as City employees pursuant to this Agreement.

11. The Contractor agrees to keep and maintain for a period of two years following termination of this Agreement records of all revenues and expenditures related to its operations at the Licensed Premises. The City may inspect, examine, and audit the Contractor's records, books, accounts, and any other documents relating to the Contractor's operations at the Licensed Premises. The City may request such audit at any times and for any reason during the period from the effective date of this Agreement until two years after the termination of this Agreement. The Contractor shall tender an accounting corroborated with copies of all such records to the City within twenty (20) days of the date of the last performance produced and operated pursuant to this Agreement.

12. The Contractor shall not assign this Agreement unless the City has in writing consented to such assignment.

13. Contractor's competitions and camps shall be conducted in accordance with prevailing standards of practice normally exercised in the performance of professional services of a similar nature by national standards.

14. The Contractor agrees to continuously address on-going “social problems” with its participants. The Contractor will have a staff person assigned for each event and a direct 24-hour phone contact to respond to any such problems.

15. The Contractor will have all rights to soft goods, photography sales, or merchandise sales on the fields and facilities during the duration of these events. Triple Crown Sports, Inc. will pay City sales tax on these sales.

16. The Contractor shall be responsible for any and all property damage done by participants to City property normal wear and tear excepted. Triple Crown Sports, Inc. shall be allowed to recoup any expenses that it may incur through its participants.

17. The Contractor may disqualify teams abusing lodging or causing disturbances (night or day) at their discretion. Any team having a member who becomes the subject of a written complaint of harassment or public nuisance to the Public Safety Department will be automatically disqualified and will forfeit all fees prepaid and leave Steamboat Springs.

18. The Contractor shall provide necessary staff to assist with crowd and traffic control during World Series Opening Ceremonies at the Rodeo Grounds.

D. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor, is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on any monies earned pursuant to this contractual relationship.

E. TERMINATION

Either party may terminate this contract upon a breach by the other party of any of the party's obligations hereunder. The party in breach shall be entitled to notice of the breach and an opportunity to cure. The terminating party shall notify the party in breach in writing of the terminating party's intention to terminate and shall identify the provisions, which have been breached. The party in breach shall, within three (3) business days of the notice, cure the breach or, in the case of the breach of a provision which cannot be cured within three (3) business days, shall commence curing the breach within three (3) business days and complete the cure within a reasonable time thereafter. Failure of the party in breach to cure as provided herein shall entitle the terminating party to terminate the contract without further notice or opportunity to cure. Neither party shall be liable for any damage suffered by the other party by reason of exercise of the party's termination rights under this Section.

F. NON – APPROPRIATION

The parties do not intend to create a multiple-fiscal year, direct or indirect, debt or other financial obligation of the City as defined in Article X, Section 20 of the Colorado Constitution. Therefore, the parties acknowledge that all financial obligations of the City under this agreement including, without limitation, the \$75,000 per year towards

improvements or field development, are subject to the annual appropriation by the City Council, pursuant to the annual budget process, of funds sufficient to meet such obligations. If the annual budgetary appropriation is

not made, Contractor shall have the option of terminating this agreement, as of the last date for which funds have been appropriated, without further payment or penalty on the part of the City.

G. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

H. NOTICE

Notice to the parties herein shall be sufficient if mailed to the following addresses:

To the City:

City of Steamboat Springs
c/o Director of Parks, Open Space, and Recreational Services
P.O. Box 775088
Steamboat Springs, CO 80477

To the Contractor:

Triple Crown Sports, Inc.
Dave King
3930 Automation Way
Fort Collins, CO 80525

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their respective seals on the day and year set forth above.

CITY OF STEAMBOAT SPRINGS

By _____
Jon Roberts, City Manager

AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Wendy B. DuBord, Deputy City Manager (Ext. 219)
Anne Small, Purchasing/Contracting Manager (Ext. 249)
Dan Foote, Asst. City Attorney (Ext. 223)

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: June 15, 2010

ITEM: First Reading of Ordinance: An Ordinance repealing Chapter 8 and modifying Chapter 13 and Chapter 2 of the Steamboat Springs Revised Municipal Code (DuBord/Small/Foote)

NEXT STEP: Motion to approve Ordinance.

ORDINANCE
 INFORMATION

I. REQUEST OR ISSUE:

Consider various changes to the Steamboat Springs Municipal Code ("Code") regarding Public Works Contracting, Contracting for Local Improvements and authorization for the City Manager to approve and revise the City's Procurement procedures, regulations and policies. These changes eliminate conflicts between the Municipal Code and the Procurement Manual.

II. RECOMMENDED ACTION/NEXT STEP:

Motion to adopt the attached Ordinance at first reading.

III. FISCAL IMPACTS:

None.

IV. BACKGROUND INFORMATION:

The City Council requested that staff review the Code and propose amendments to the Code that bring the Code into compliance with current practices and make the administration of City business more efficient. The Deputy City Manager, Public Works Director and Purchasing/Contracting Manager reviewed and approve these revisions.