

CITY COUNCIL MEETING
AUGUST 7, 1985

BOND COUNSEL
SERVICES -
HUTCHINS STREET
SQUARE PROJECT

CC 142
Vg. 447

RES.NO.85-101

Council adopted Resolution No. 85-101 - "A Resolution Authorizing the Execution of an Agreement for Legal Services" with the bond counsel firm of Jones, Hall, Hill and White of San Francisco for the purpose of establishing a working relationship on the Hutchins Street Square Project.

RESOLUTION NO. 85-101

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT FOR LEGAL SERVICES

WHEREAS, the City of Lodi (the "City") is a general law city duly organized and operating under and pursuant to the laws of the State of California;

WHEREAS, the City has determined to undertake proceedings in order to finance certain public improvements consisting of the renovation and construction of the old Lodi Union High School site, known as the Hutchins Street Square Project (the "Project");

WHEREAS, the City has determined that it is necessary and desirable to retain counsel for legal services in connection with the authorization, issuance and consummation of the financing proceedings that are necessary to the execution and delivery of certificates of participation in lease payments to be made by the City for the renovation and construction of the Project;

WHEREAS, there has been prepared and submitted to the City a form of Agreement for Legal Services between the City and Jones Hall Hill and White, A Professional Law Corporation, San Francisco, California (the "Agreement");

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

1. The form of the Agreement, as submitted to this meeting and made a part of this resolution as though set forth in full herein, be and the same is hereby approved. The Mayor or City Manager is hereby authorized and directed to execute and deliver the Agreement and the City Clerk is hereby authorized and directed to attest to such official's signature.

2. This resolution shall take effect from and after the date of its passage and adoption.

I, Alice M. Reimche, City Clerk of the City of Lodi, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City of Lodi, regularly and legally held at the regular meeting place thereof on August 7, 1985, of which a majority thereof were present; and at which said resolution was adopted by the following vote:

Ayes: Council Members - Olson, Pinkerton,
Reid, Snider, and
Hinchman (Mayor)

Noes: Council Members - None

Absent: Council Members - None

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting; and

Said original resolution has not been further amended, modified and rescinded, and the same is now in full force and effect.

Dated: August 7, 1985


Alice M. Reimche
City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT FOR LEGAL SERVICES

WHEREAS, the City of Lodi (the "City") is a general law city duly organized and operating under and pursuant to the laws of the State of California;

WHEREAS, the City has determined to undertake proceedings in order to finance certain public improvements consisting of the renovation and construction of the old Lodi Union High School site, known as the Hutchins Street Square Project (the "Project");

WHEREAS, the City has determined that it is necessary and desirable to retain counsel for legal services in connection with the authorization, issuance and consummation of the financing proceedings that are necessary to the execution and delivery of certificates of participation in lease payments to be made by the City for the renovation and construction of the Project;

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2. This resolution shall take effect from and after the date of its passage and adoption.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 1985, by and between the City of Lodi, a California general law city, hereinafter referred to as the "City", and JONES HALL HILL & WHITE, A Professional Law Corporation, San Francisco, California, hereinafter referred to as the "Attorneys".

WITNESSETH:

WHEREAS, the City proposes to finance certain public improvements consisting of the renovation and construction of the old Lodi Union High School site, known as the Hutchins Street Square Project (the "Project") through lease financing proceedings; and

WHEREAS, the Attorneys are specially trained and experienced in the conduct of such financing proceedings; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

1. Duties. The Attorneys shall provide legal services in connection with the authorization, issuance and consummation of financing proceedings for the Project. Such services provided by the Attorneys shall include the following:

a. Conferring and consulting with the City Council and members of the City staff, the consultants to the City, legal counsel to the City and such other persons as the City may direct as to the method of financing the Project and as to any matters necessary to consummate the financing proceedings which are selected.

b. Attending all meetings of the City and City staff at which the proceedings are discussed when requested to attend.

c. Preparing all necessary legal documents relating to the financing proceedings, including any financing plan or plans, resolutions, ordinances, agreements, notices or other documents necessary or appropriate to the financing proceedings.

d. Reviewing any official statement prepared by financial consultants to the City to assure disclosure of material facts known to the Attorneys.

e. Preparing and providing a signature and incumbency certificate, a no-litigation certificate, an arbitrage certificate, receipts and all other closing documents required to accompany delivery of the financing documents.

f. Assisting in preparing and providing a complete transcript of the conduct of the proceedings necessary to accompany delivery of the financing documents.

g. Providing federal income tax advice relating specifically to the tax exemption of interest on the financing securities and the procedures for maintaining such exemption following delivery of the financing securities.

h. Subject to the satisfactory completion of the financing proceedings, providing the written legal opinion that interest on the securities is exempt from federal and State of California income taxes and approving in all respects the legality of all proceedings for the authorization, issuance and delivery of the financing securities.

i. Conferring and consulting with City officers, employees and agents with regard to problems which may arise during the servicing and payment of the financing securities.

j. Providing all other necessary services generally expected of bond counsel not listed above.

2. Compensation. For said services, the Attorneys shall be paid the following compensation:

a. One percent (1%) of the principal amount of the issue of financing securities to a principal amount of \$1,000,000, plus

b. One-half percent (1/2%) of said principal amount in excess of \$1,000,000 but less than \$5,000,000, plus

c. One-quarter percent (1/4%) of said principal amount in excess of \$5,000,000.

Said fees shall be payable solely from the proceeds of the financing and not otherwise.

In addition, the Attorneys shall be reimbursed for any costs advanced by the Attorneys on behalf of the City, including delivery and messenger services, transcript binding and expenses for travel outside the State of California, but specifically excluding travel expenses within the State of California.

3. Exceptions. The following services are excepted from the services to be rendered for the above compensation: any services rendered in any litigation involving the City or the proceedings. For such services which the Attorneys are directed to render for and on behalf of the City, compensation shall be on the basis of a reasonable fee to be agreed upon by City and the Attorneys.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

[S E A L]

Attest:

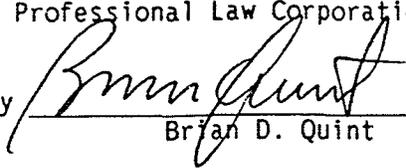
CITY OF LODI

City Clerk

By _____
Title:

JONES HALL HILL & WHITE,
A Professional Law Corporation

By



Brian D. Quint

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

DATE

NO.

FROM: THE CITY MANAGER'S OFFICE

August 7, 1985

SUBJECT:

BOND COUNSEL SERVICES - HUTCHINS STREET SQUARE PROJECT

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 85-99, "A Resolution Authorizing the Execution of an Agreement for Legal Services" (Exhibit A)

BACKGROUND INFORMATION:

Several months ago (around April 1), City staff began discussions with the bond counsel firm of Jones, Hall, Hill and White of San Francisco for the purpose of establishing a working relationship on the Hutchins Street Square project. The services of a bond counsel firm such as Jones, Hall is essential to the orderly progression of the issuance of long-term municipal bonds. The firm has assigned to this project Mr. Brian Quint, an extremely thorough and knowledgeable individual. I worked with Mr. Quint in the formation of the California Cities Financing Corporation and feel very confident of his abilities. Councilmembers will recall his presentation to the City Council on Certificates of Participation at a recent "shirtsleeve session".

The agreement (Exhibit B) sets forth the compensation schedule for these legal services in paragraph 2. The agreement also provides that any compensation paid to the bond counsel shall be payable solely from the proceeds of the financing (the Certificates of Participation) and not otherwise. If, for whatever reason, there is no issuance of the certificates, no compensation of any kind is due the bond counsel firm.

Respectfully submitted,



Thomas A. Peterson
City Manager

CITY COUNCIL

DAVID M. HINCHMAN, Mayor
FRED M. REID
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKERTON, Jr.
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634

THOMAS A. PETERSON
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

August 13, 1985

Mr. Brian D. Quint
Attorney-at-Law
Jones Hall Hill and White
A Professional Law Corporation
4 Embarcadero Center
Suite 1950
San Francisco, California 94111

Dear Mr. Quint:

Enclosed please find a fully executed copy of Agreement for Legal Services between the City of Lodi and Jones Hall Hill and White for the Hutchins Street Square Project which was approved by the Lodi City Council at its Regular Meeting of August 7, 1985.

Also enclosed please find certified copy of Resolution No. 85-101 the authorizing resolution.

Please do not hesitate to call this office should you have any questions regarding the subject documents.

Very truly yours,

Alice M. Reimche
ALICE M. REIMCHE
City Clerk

Encls.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of August, 1985, by and between the City of Lodi, a California general law city, hereinafter referred to as the "City", and JONES HALL HILL & WHITE, A Professional Law Corporation, San Francisco, California, hereinafter referred to as the "Attorneys".

WITNESSETH:

WHEREAS, the City proposes to finance certain public improvements consisting of the renovation and construction of the old Lodi Union High School site, known as the Hutchins Street Square Project (the "Project") through lease financing proceedings; and

WHEREAS, the Attorneys are specially trained and experienced in the conduct of such financing proceedings; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

1. Duties. The Attorneys shall provide legal services in connection with the authorization, issuance and consummation of financing proceedings for the Project. Such services provided by the Attorneys shall include the following:

a. Conferring and consulting with the City Council and members of the City staff, the consultants to the City, legal counsel to the City and such other persons as the City may direct as to the method of financing the Project and as to any matters necessary to consummate the financing proceedings which are selected.

b. Attending all meetings of the City and City staff at which the proceedings are discussed when requested to attend.

c. Preparing all necessary legal documents relating to the financing proceedings, including any financing plan or plans, resolutions, ordinances, agreements, notices or other documents necessary or appropriate to the financing proceedings.

d. Reviewing any official statement prepared by financial consultants to the City to assure disclosure of material facts known to the Attorneys.

e. Preparing and providing a signature and incumbency certificate, a no-litigation certificate, an arbitrage certificate, receipts and all other closing documents required to accompany delivery of the financing documents.

f. Assisting in preparing and providing a complete transcript of the conduct of the proceedings necessary to accompany delivery of the financing documents.

g. Providing federal income tax advice relating specifically to the tax exemption of interest on the financing securities and the procedures for maintaining such exemption following delivery of the financing securities.

h. Subject to the satisfactory completion of the financing proceedings, providing the written legal opinion that interest on the securities is exempt from federal and State of California income taxes and approving in all respects the legality of all proceedings for the authorization, issuance and delivery of the financing securities.

i. Conferring and consulting with City officers, employees and agents with regard to problems which may arise during the servicing and payment of the financing securities.

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2. Compensation. For said services, the Attorneys shall be paid the following compensation:

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In addition, the Attorneys shall be reimbursed for any costs advanced by the Attorneys on behalf of the City, including delivery and messenger services, transcript binding and expenses for travel outside the State of California, but specifically excluding travel expenses within the State of California.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

[S E A L]

Attest:

Alice M. Bunchie
City Clerk

CITY OF LODI

By Sho. A. Peterson
Title: City Manager

JONES HALL HILL & WHITE,
A Professional Law Corporation

By Brian D. Quint
Brian D. Quint



RESOLUTION NO. 85-101

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT FOR LEGAL SERVICES

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WHEREAS, the City has determined that it is necessary and desirable to retain counsel for legal services in connection with the authorization, issuance and consummation of the financing proceedings that are necessary to the execution and delivery of certificates of participation in lease payments to be made by the City for the renovation and construction of the Project;

WHEREAS, there has been prepared and submitted to the City a form of Agreement for Legal Services between the City and Jones Hall Hill and White, A Professional Law Corporation, San Francisco, California (the "Agreement");

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1. The form of the Agreement, as submitted to this meeting and made a part of this resolution as though set forth in full herein, be and the same is hereby approved. The Mayor or City Manager is hereby authorized and directed to execute and deliver the Agreement and the City Clerk is hereby authorized and directed to attest to such official's signature.

2. This resolution shall take effect from and after the date of its passage and adoption.

I, Alice M. Reimche, City Clerk of the City of Lodi, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City of Lodi, regularly and legally held at the regular meeting place thereof on August 7, 1985, of which a majority thereof were present; and at which said resolution was adopted by the following vote:

Ayes: Council Members - Olson, Pinkerton,
Reid, Snider, and
Hinchman (Mayor)

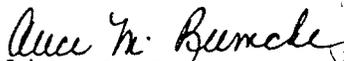
Noes: Council Members - None

Absent: Council Members - None

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting; and

Said original resolution has not been further amended, modified and rescinded, and the same is now in full force and effect.

Dated: August 7, 1985


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[S E A L]

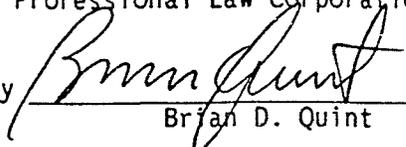
Attest:

CITY OF LODI

City Clerk

By _____
Title:

JONES HALL HILL & WHITE,
A Professional Law Corporation

By 

Brian D. Quint