PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 5, 2005

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, May 5, 2005.

Closed Session – Executive Conference Room

2:00 p.m. Property and litigation

Work Session – City Council Chambers

3:45 p.m. Council questions/comments
4:00 p.m. Budget overview
Special service contracts
Pay plan
5:30 p.m. Review of regular meeting
5:45 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

IV MINUTES OF MEETING OF APRIL 21, 2005

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance – 2300 Deer Valley Drive East, St. Regis Resort Deer Crest record of survey plat **(motion to continue to May 26, 2005)**

2. Ordinance approving the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision which will combine Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of record

3. Master Festival License for the Park City Cycling Festival to be held from June 17, 2005 – July 2, 2005

VI CONSENT AGENDA

1. Ordinance approving the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision which will combine Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of record

2. Master Festival License for the Park City Cycling Festival to be held from June 17, 2005 – July 2, 2005

3. Resolution proclaiming May 7, 2005 as Take Pride in Park City Day celebrating Take Pride in America

4. Approval of two-year professional services contract with Wisan, Smith, Racker & Prescott LLP in the amount of $34,600 for 2005 and $35,800 for 2006, in a form approved by the Legal Department

5. Special services contract with Park City Community Outreach Center in the amount of $6,000, in a form approved by the Legal Department, for a term ending June 30, 2005

VII NEW BUSINESS

Amendment #1 to the Hogan & Associates Construction Agreement, in a form to be approved by the Legal Department, for work related to the Quinn's Recreation Complex in the amount of $5,468,429

VIII PUBLIC HEARING

Tentative budget for fiscal year 2005-2006 for Park City Municipal Corporation and its related agencies

IX ADJOURNMENT

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.

Posted: 05/02/05
See www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

May 2005

7 *Clean-up Day – Meet at City Park 9 a.m. – Noon barbecue*
9 *Taxi meeting – Council Chambers – 6 p.m.*
12 Kay gone
Budget – work and public hearing
Resolution adopting a strategic plan for City owned properties
Amendment to Jan's lease
Wasatch Back Relay MFL, June 18, 2005 – consent
Peace House Fundraiser MFL, June 28, 2005 – consent
Bus shelter contracts

- Albertsons East and West – Brown/Flores-Littig/Taylor
- Silver Lake – Marisa Robbins
- Gold Dust Lane – Brian Guercio

Payment of impact fees to Snyderville Basin Water Reclamation District in the amount of $25,000 for the Quinns Junction Complex and execution of off-road sewer line maintenance agreement
Award of mowing contract
Approval of Union Square Development Agreement – new business
19 Marianne gone
Budget – work and public hearing
Outdoor display of merchandise – work - Jon and Amy
Agreement to extend water certificate Rossman - New Business
26 Ordinance – 909 Park Avenue Plat Amendment
Ordinance 1414 Empire Avenue plat amendment
Continuation of hearing on an Ordinance approving a subdivision plat for the Village at Empire Pass, West Side, Pod A, Park City, Utah
Continuation of hearing Ordinance – 2300 Deer Valley Drive East, St. Regis Resort Deer Crest record of survey plat
Arts Festival MFL and City Services Agreement - consent
Municipal Code Amendments, Title 12, Sign Code – Kirsten/Ray
Municipal Code Amendments, LMC Title 15, Section 7- relating to outdoor art and outdoor display of merchandise placement and amending front yard setback exception in all zoning districts except HCB and POS – Kirsten and Pat
Budget – work and public hearing
30 *Memorial Day*

June 2005

2 Taxi licensing – work - Lloyd
Budget - work and public hearing
Adoption of tentative budget
9 Budget – work and public hearing
Adoption of final budget
14-17 *Innovations in Local Government - Sarasota*

16 **No meeting**
25-28 All America Cities – Atlanta
23 **No meeting**
30

July 2005
7
14
21
25 Pioneer Day
28 **No meeting**

August 2005
4
11 **No meeting**
18
25

Pending Items:
Taxi regulations - May
General Plan Update – May/June
Regional bus service SLC - work
Water Service District – Grant of easement from Iron Mountain Associates
Transit Center Land Match Resolution – Gary
CDBG preliminary hearing – July
Garbage cans

MEMO

Budget, Debt &

445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
Tel 435.615.6222
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www.parkcity.org

To: **CITY COUNCIL & MAYOR**
From: **BUDGET DEPARTMENT**
Subject: **BUDGET DOCUMENT**
Date: **May 2, 2005**

The FY 2006-07 Budget Document will be delivered tomorrow under a separate cover.

A calendar of events has been included as an attachment to this memo. Please note the major items for discussion this Thursday will be Special Service Contracts and the Pay Plan.

In lieu of a separate staff report, detailed information on these items is included in the Executive Summary section of Volume I. If you have any questions, please feel free to call Gary at 615-5182.

May 5th
Work Session (2.5 Hours)
Presentation of the Tentative Budget
Budget Overview & Timeline
Revenue/Expenditure Summary
Financial Health Indicators
Special Service Contracts
Policy Clarifications
Funding Recommendations
Pay Plan
Overview and Process
Pay Plan Committee Presentation
Professional Development Policy

Regular Meeting

Public Hearing on Tentative Budget

May 12th

Work Session (3 Hours)

Capital Improvement Projects
CIP Prioritized List
Quinn's Junction
Police Facility
Downtown Projects
New Projects
Water Rates
Impact Fees

Regular Meeting

Public Hearing on Water Rates
Public Hearing on Tentative Budget

May 19th

Work Session (2.5 Hours)

Operating Budget
Departmental Budgets
Quinn's Junction
Non Departmental
Destination Tourism Joint Venture
Outstanding Issues

Regular Meeting

Public Hearing on Tentative Budget

May 26th

Work Session (2 Hours)

Special Service Contracts
Policy and Procedures Manual
Outstanding Issues
Budget Finalization

Regular Meeting

Public Hearing on Tentative Budget
Resolution adopting the Personnel Policies and Procedures manual

June 2nd

Work Session (1.5 hours)

Presentation of the Tentative Budget
Outstanding Issues

Impact Fee ordinance
Regular Meeting
Public Hearing on the Tentative Budget
Adoption of the Tentative Budget
Public Hearing on Council Compensation
Adoption of the Council Compensation Ordinance
Public Hearing on Impact Fees
Adoption of Impact Fee Ordinance
Public Hearing on Water Rates (continuation from May 12th)
Adoption of Water Rates by Resolution

June 9th
Work Session (1 hour)
Presentation of the Final Budget
Outstanding Issues
Regular Meeting
Public Hearing on the Final Budget
Adoption of the Final Budget by Resolution
RDA Meeting
Public Hearing on the RDA Budgets
Adoption of the RDA budgets by Resolution
MBA Meeting
Public Hearing on the MBA Budget
Adoption of the MBA budget by Resolution

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 21, 2005

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, April 21, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Jim Hier, and Joe Kernan. Candace Erickson was excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Colin Hilton, Economic Development Director; Matt Twombly, Project Manager, and Phyllis Robinson, Contractor.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Kay Calvert announced that Council will be socializing with the Historical Society after the meeting tonight. Jim Hier reported that he participated in interviews for auditors. He asked that staff consider commissioning a study on the economic impacts of PRI's proposal for 600,000 square feet of commercial at Kimball Junction on Park City. He asked that staff explore the cost of a study and in response to a question from Marianne Cone; replied that this project has come up during inter-agency meetings, primarily with regard to traffic and he clarified his concern about competing for sales tax dollars. Dana Williams reported on a conference he attended in California and presented a Blue Sky update. Last year's goal of 5% participation has been significantly surpassed at 10.8% and Park City falls within the top 5% of purchasers of wind power in the United States. He added that the state is formulating an energy policy, including renewable types.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda.

<u>Family law hearings pilot program</u> - Attorney Christina Miller stated that she and Ned Stone, also in attendance, are local family law attorneys. Since learning of a new pilot program mandated by the state affecting family law cases, to begin May 1, she has contacted the Mayor, Governor, County Commission, State legislators, Court Administration Office, and all family law attorneys in Park City. She explained divorce cases where many hearings can occur on temporary matters, i.e., alimony and child support, and eventually there is a trial. In Salt Lake, motion hearings are heard by commissioners and the final trial is heard by a judge. Ms. Miller stated that the legal community heard on Monday that all Summit County litigants must go to Salt Lake for hearings and there is no longer the opportunity to use the Justice Center and have cases heard by judges or court commissioners. She felt that the state can not mandate this because of a Utah Rule of Civil Procedure which provides that cases must be heard in the county in which they are filed. Attorney Stone added that Summit County is the

only location being forced to travel to Salt Lake and there is concern about the financial impacts to litigants and the disincentive to hire Summit County attorneys. He spoke about potential backlash for insisting on hearings in Summit County and it is their intent to gather as much support as possible. Ms. Miller pointed out the lack of outreach from the state to obtain input from affected persons and understood the program is supported by the judges because the commissioners don't want to travel to Park City. Ned Stone believes that Park City only needs a commissioner two times a month. There was discussion about attending a meeting scheduled at the Summit County Justice Center tomorrow at noon, City officials expressing concerns in writing, and meeting with the State Court Administrator.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MARCH 31 AND APRIL 7, 2005

Marianne Cone pointed out two minor typographical errors. Kay Calvert, "<u>I move to approve the minutes</u>". Jim Hier seconded. <u>Motion carried</u>.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Absent
Jim Hier	Aye
Joe Kernan	Aye

V CONSENT AGENDA

<u>Approval of leases for sidewalk dining for Eating Establishment, 317 Main; Main Street Pizza & Noodle, 530 Main and Java Cow, 402 Main</u> – Patrick Putt, Planning Director, referred to the staff report and explained that these leases were granted in May 2004 with a provision that they be reviewed a year later. The season runs from April to October and staff recommends approval of these three outdoor dining leases. Jim Hier, "<u>I move approval of the Consent Agenda</u>". Joe Kernan seconded. <u>Motion carried</u>.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Absent
Jim Hier	Aye
Joe Kernan	Aye

VI NEW BUSINESS

1. <u>Amendment #1 to the Jacobsen Construction Inc. Contract, in a form approved by the City Attorney for work related to the China Bridge parking expansion and utility relocation project in the amount of ***$6,257,170*** ~~$6,200,000~~</u> – Colin Hilton explained that staff has been negotiating the guaranteed maximum price with Jacobsen and is pleased to report that the bids were in line with estimates. With the reduction in parking spaces, there were minor alterations, including the location of the compactor building and

enhancements like awnings which have now been incorporated in the base costs for the parking structure. Additional work beyond the parking structure includes the relocation of the overhead utilities in Swede Alley. In response to a comment from Jim Hier, Mr. Hilton clarified the three specific CIP accounts for downtown improvements. Discussion ensued regarding the removal of trees from Swede Alley and replanting them in Prospector Park. The Mayor invited public input; there as none. Jim Hier, "I move approval of Amendment #1 to the Jacobsen contract for the China Bridge and associated projects. Kay Calvert seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Absent
Jim Hier	Aye
Joe Kernan	Aye

2. Authorization to the City Manager to enter into a professional service provider contract for the China Bridge and Quinn's Junction Recreation projects in a form approved by the City Attorneys Office to Consolidated Engineering Laboratories in the amount of $44,737 – Matt Twombly explained that the contractor will provide special inspection and testing, which are required by code. Kay Calvert, "I move approval to authorize the City Manager to enter into a professional service provider contract for the China Bridge and Quinn's Junction Recreation projects in a form approved by the City Attorneys Office to Consolidated Engineering Laboratories in the amount of $44,737". Marianne Cone seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Absent
Jim Hier	Aye
Joe Kernan	Aye

VII OLD BUSINESS

Lease amendment for additional space within the Old City Hall Building, located at 528 Main Street, to the Park City Historical Society – Phyllis Robinson explained that the space was occupied by Strachan & Strachan law offices. The existing lease provides the opportunity for the Society to exercise a first right of refusal on any additional space which becomes available in the Old City Hall Building, which it has. The rent for the 870 square foot space will be an additional $2,417 which represents the portion of Municipal Building Authority debt attributed to that portion of the building. The Historical Society has applied for a rent contribution which has not yet been considered. She discussed the Historical Society's great success in meeting fund-raising goals and recommended that the tenant improvements addendum be executed. Joe Kernan, "I move we approve the lease amendment for additional space in the Old City Hall Building to the Historical Society". Kay Calvert seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Absent
Jim Hier	Aye
Joe Kernan	Aye

IX 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 4 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson (excused at regular meeting), Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Kay Calvert, "I move to close the meeting to discuss property, personnel and litigation". Joe Kernan seconded. Motion carried unanimously.

The meeting opened at approximately 6 p.m.

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 Council Staff Report

PLANNING DEPARTMENT

Planner: Jonathan Weidenhamer
Subject: 1127 WOODSIDE AVENUE REPLAT
Date: May 5, 2005
Type of Item: Administrative
Applicant: Shannon and Missy O'Neal
Zone: Historic Residential – (HR-1)

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

BACKGROUND

The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.

The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of approximately 7,500 square feet (Exhibit A). The property has an existing, one and a half- story historic structure which straddles the lot line between lots 7 and 8. The property also has a 2 story detached garage that straddles the lot line between lots 7 and 26 (Exhibit B existing conditions). The second story of this outbuilding currently has a Lockout unit in it. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.

ANALYSIS

The property is zoned HR-1, Historic Residential. The proposed plat creates a 7,500 square foot lot. All development standards of the Land Management Code including: height, setbacks, parking, architectural design, building footprint, neighborhood and Historic Design Guideline compatibility for the proposed addition will be verified for compliance during design review. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.

The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements. The existing historic home will continue to exist as a non-complying structure in relation to the required side yard setback to the north (5' will be required for the combined lot, currently 4.5' exists). The existing detached garage will also continue to exist as a non-

complying structure in relation to its side yard setback to the south (3’ will be required for the combined lot, currently 1.4’ exist); and in terms of its height. A detached accessory building is limited to 18’ in height. The garage on these lots is approximately 21’ in height. In all cases no greater degree of non-compliance will be created as a result of this lot combination.
Because the existing home at 1127 Woodside Avenue is historic, the LMC Section 15-2.2-4 exempts the addition from off-street parking requirements provided the addition does not create Lockout Unit or Accessory Apartment. The detached garage currently has a Lockout Unit located in it, which is an Allowed Use in the HR-1 Zone. The Lockout Unit has a non-exempt parking requirement of 1 space. The existing garage provides 2 interior spaces, as well as a 24’ deep driveway, which will be eligible for a tandem space.

NOTICE
Notice of this hearing was sent to property owners within 300'. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW
The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on April 5, 2005, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION
Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

EXHIBITS
Ordinance
Exhibit A – Proposed Subdivision Plat
Exhibit B - Site Photo

Ordinance No. 05-

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD.

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a

minimum of 15’ with a total of 30’. The house and garage meet these requirements.

10. The required side yard setback in the HR-1 zone for a 50' wide lot is 5'. The historic home currently has 4.5’ and will continue to exist as a non-complying structure.
11. The required side yard setback for an outbuilding located on a 50' wide lot for is 3'. The detached garage currently has 1.4’ and will continue to exist as a non-complying structure.
12. The required height for an accessory building is 18’. The detached garage is currently 21’ in height and will continue to exist as a non-complying structure.
13. No greater degree of non-compliance will be created as a result of this plat amendment.
14. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.
15. The project will be reviewed for compliance with the Historic District Design Review Guidelines prior to the issue of a building permit for any addition or exterior remodel.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

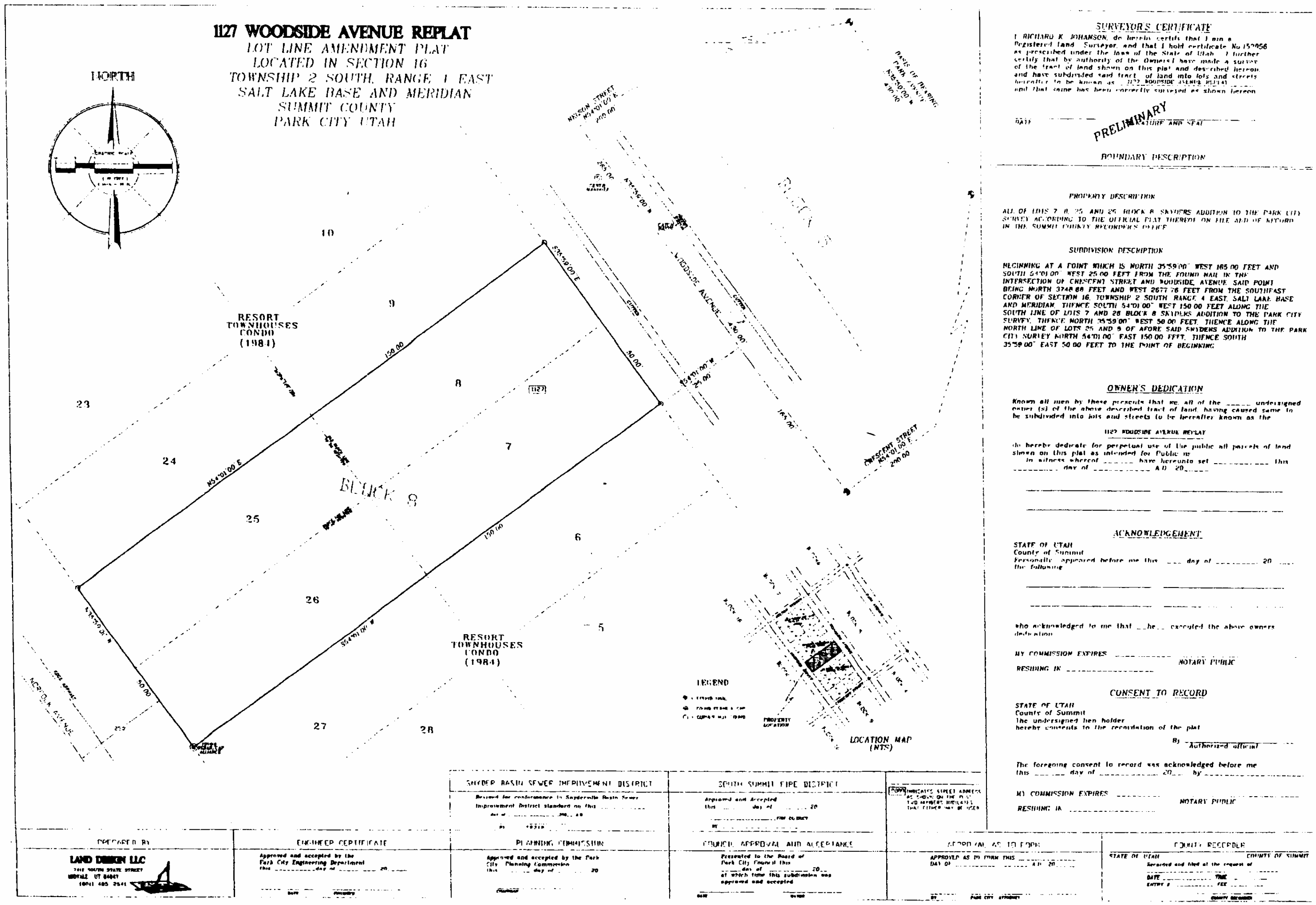
The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.

The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year’s time, this approval and the plat will be void.

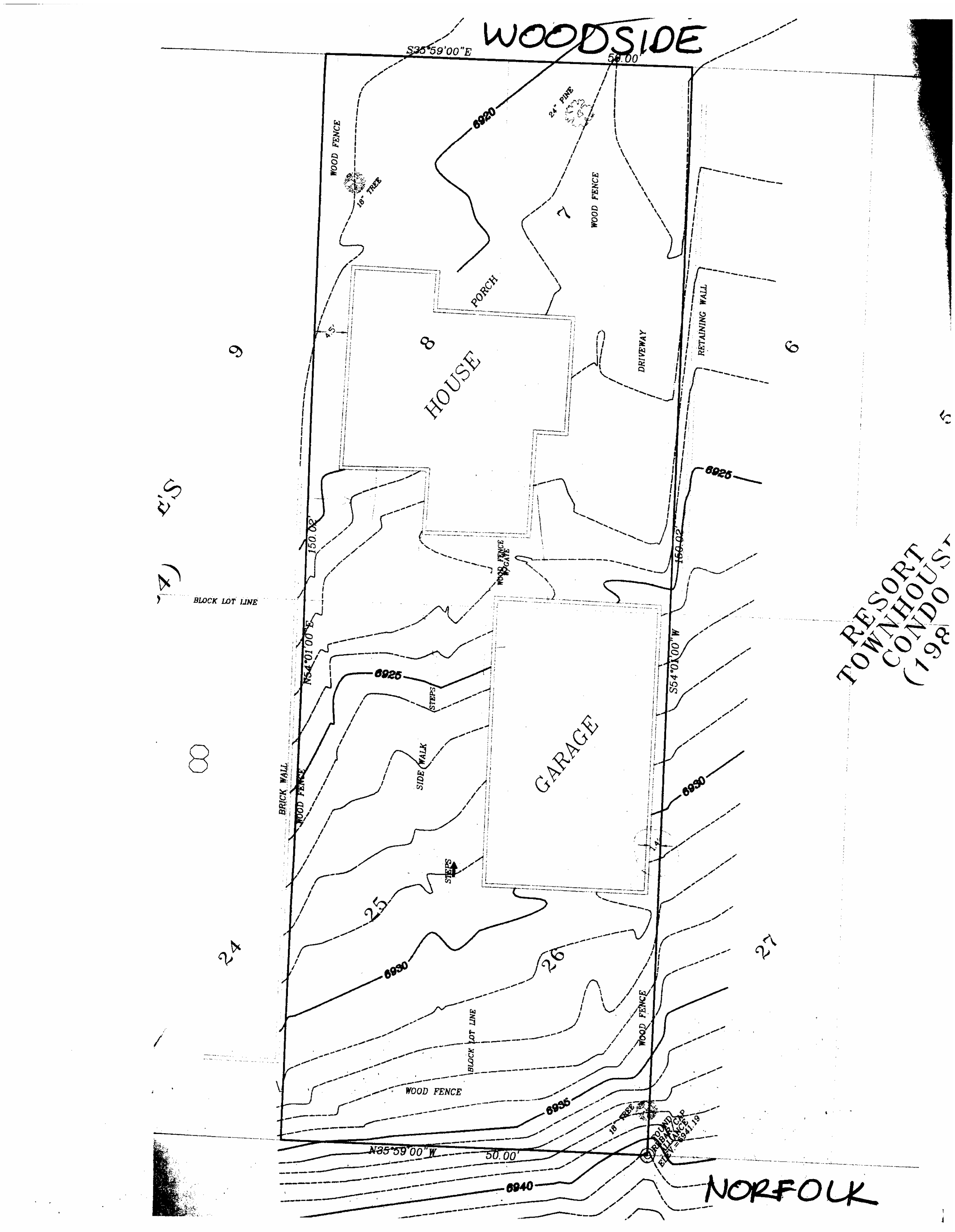
No building permits shall be issued prior to the final recordation of the plat at the County Recorder’s Office.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 5th day of May, 2005.



1127 WOODSIDE AVENUE REPLAT
LOT LINE AMENDMENT PLAT
LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY
PARK CITY UTAH
NORTH
RESORT TOWNHOUSES CONDO (1984)
BLOCK 8
WOODSIDE AVENUE
CRESCENT STREET
LEGEND
LOCATION MAP (NTS)
SURVEYOR'S CERTIFICATE
I RICHARD K. JOHANSON, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No 152956 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets hereafter to be known as 1127 WOODSIDE AVENUE REPLAT and that same has been correctly surveyed as shown hereon.
DATE
SIGNATURE AND SEAL
PRELIMINARY
BOUNDARY DESCRIPTION
PROPERTY DESCRIPTION
ALL OF LOTS 7, 8, 25 AND 26 BLOCK 8 SNYDERS ADDITION TO THE PARK CITY SURVEY ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE
SUBDIVISION DESCRIPTION
BEGINNING AT A POINT WHICH IS NORTH 35°59'00" WEST 165.00 FEET AND SOUTH 54°01'00" WEST 25.00 FEET FROM THE FOUND NAIL IN THE INTERSECTION OF CRESCENT STREET AND WOODSIDE AVENUE, SAID POINT BEING NORTH 3748.88 FEET AND WEST 2677.76 FEET FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 54°01'00" WEST 150.00 FEET ALONG THE SOUTH LINE OF LOTS 7 AND 26 BLOCK 8 SNYDERS ADDITION TO THE PARK CITY SURVEY, THENCE NORTH 35°59'00" WEST 50.00 FEET, THENCE ALONG THE NORTH LINE OF LOTS 25 AND 8 OF AFORE SAID SNYDERS ADDITION TO THE PARK CITY SURVEY NORTH 54°01'00" EAST 150.00 FEET, THENCE SOUTH 35°59'00" EAST 50.00 FEET TO THE POINT OF BEGINNING
OWNER'S DEDICATION
ACKNOWLEDGEMENT
CONSENT TO RECORD
SNYDER BASIN SEWER IMPROVEMENT DISTRICT
SOUTH SUMMIT FIRE DISTRICT
PREPARED BY
LAND DESIGN LLC
ENGINEER CERTIFICATE
PLANNING COMMISSION
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AS TO FORM
COUNTY RECORDER


WOODSIDE
S35°59'00"E
50.00'
6920
24" PINE
WOOD FENCE
18" TREE
WOOD FENCE
7
PORCH
8
HOUSE
DRIVEWAY
RETAINING WALL
9
6
6925
150.02'
150.02'
BLOCK LOT LINE
N54°01'00"E
S54°01'00"W
6925
STEPS
GARAGE
SIDE WALK
BRICK WALL
WOOD FENCE
6930
RESORT TOWNHOUS CONDO (198
STEPS
25
24
26
27
6930
BLOCK LOT LINE
WOOD FENCE
WOOD FENCE
6935
18" TREE
N35°59'00"W
50.00'
6940
NORFOLK

City Council Staff Report

Author: Alison Butz and Dave Gustafson
Subject: Park City Cycling Festival
Date: May 5, 2005
Type of Item: Administrative – Master Festival License

Special Events and Facilities Department

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the Master Festival License for the Park City Cycling Festival, June 17 through July 2, 2005.

Description:

Topic:
Review the Master Festival License Application, submitted by Blue Wolf Events, LLC, for the Park City Cycling Festival, which includes the USCF National Championships and the return of the NORBA event.

Background:
The Park City Cycling Festival, produced by Blue Wolf Events, will host NORBA Mountain Bike Races from June 17 through June 19 and the USCF National Championship for Juniors, Elite, Masters Men, and Women from June 21 through July 2.

Park City will host the USCF National Championships for a second year. Due to the success of the races in 2004, the schedule now includes the Elite races and the return of NORBA mountain bike racing.

Deer Valley Resort will again host the events, but the location of the start/finish line and base of operations has moved closer to Snow Park Lodge. Routes remain the same with some modifications in the Lower Deer Valley area to assist traffic flow and minimize impacts to the neighborhoods.

The Park City Cycling Festival meets the City Council's Goal #4, which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort, which hosts such events as this, and to increase the number of events in the summer.

Analysis:

The event runs from June 17 through July 2, 2005. The event's calendar change is positive for Park City, since June is a slower time of year, and looks to bring in approximately 3,000 – 5,000 people for the event.

Start/Finish Area

The organizer relocated the Start/Finish area from Lot 5/6, to Deer Valley Drive in front of Snow Park Lodge. The relocation of the operations mitigates noise concerns from residents surrounding Lot 5/6. The activities and sound are now directed towards the mountain.

The Start/Finish structure remains in Deer Valley Drive for the duration of the entire event. Traffic on Deer Valley Drive will be redirected into Deer Valley's drop/load zone. This allows normal traffic flow to occur each day after the races conclude.

Routes

The overall routes out of town will remain the same; however, the organizer modified the routes in Lower Deer Valley to address complaints from residents in the Solamere and surrounding area. During most of the days in 2004, all traffic was diverted at the "Stew Pot" intersection and required to go one-way around lower Deer Valley passing in front of Snow Park Lodge. The new routes (refer to Exhibit A) allow convenient access to all properties in the area.

Road Race

Each race group heading out of town consists of a caravan with a Utah Highway Patrol (UHP) car in the lead, followed by press, race judges and members of the event staff. Additional cars with similar purposes follow the racers and UHP secures the end of the group.

While the racers and the caravans leave town, event race marshals and police control key intersections and driveways while the caravan passes through town. Cars are held at these points for approximately 3 to 5 minutes. For vehicles behind the caravan, there will be opportunities to pass on wider roadways, otherwise the traffic behind will travel at the speed of the caravan. The same process will take place on the return. Once a racer drops out of the main group, as determined by the race organizers, they are required to obey traffic laws and must make it back to the finish on their own.

The Park City Police Department is responsible for controlling traffic at all major intersections in town and UHP will be responsible for staffing the intersections outside of the City limits.

Criterium and Course "C" Races

For public safety concerns, these races will require Police Services Staff to control major intersections. Staff worked to identify the locations and hours to prepare estimated costs for the organizer. (Refer to Exhibit B for a cost estimate.)

The Building Department will review the Start/Finish area tents, bleachers and other structures for compliance with the Building Code.

Fee Waiver Request:
Section 4-8-9 of the Municipal Code provides applicants for Master Festival and Special Event Licenses with criteria to request a waiver for all or a portion of associated fees. The Section further states that Council approves or denies fee waiver requests for all new applications. Eligibility for a full or partial fee waiver shall be determined pursuant to the following criteria, none of which shall be individually controlling. Blue Wolf Events requested a partial waiver of all fees associated with the Park City Cycling Festival. Staff recommends a fee waiver of $3,700 for the Park City Cycling Festival. Staff based its recommendation on an average of the Chamber's analysis of spending by day visitors ($44.41) and overnight visitors ($141.71), along with the City's 1% Resort Community Tax revenue.

When evaluating fee waivers, Council looks at the potential tax revenue and basis the decision upon that as well as affects to the overall budget. Services such as Police and Transportation are direct costs and are rarely waived since departmental budgets are impacted in the form of overtime labor.

The Applicant has responded to the Fee Waiver criteria set forth in the Municipal Code. Please see text in italics for Blue Wolf Event's response to the criteria.

1. For-profit or non-profit status of the Applicant;
   Blue Wolf Events is a for-profit organization.
2. Whether the event will charge admission fees*;*
   There is no general admission charge for spectators. There is a charge for participants and a discount rate is available.
3. Whether the event is youth-oriented;
   The USA Cycling National Championships will contain three days of junior events. The 2005 event will also include the elite athletes, which provide young cyclists the opportunity to see the next leaders in the sport.
4. The duration of the event;
   The event will run from June 17th through July 2nd. The event is split into two parts, mountain biking and road cycling. Over the entire duration there will be 5 distinct groups entering town; mountian bike racers, elite, espoir, junior, and master racers. The final 4 groups mentioned have a minimum stay of three days in town to compete in all of their events.
5. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
   Yes, the event will bring approximately 3,000 – 5,000 people to Park City. A majority of the attendees will be from out of town and will be lodging in Park City. Additional tax benefits will come from the spending of money in restaurants and on other services. The estimated revenue is $3,700. The NORBA event has been added to the PCCF and is anticipated to bring an additional 1500 participants to town
6. The degree of City services involved and whether City costs are likely to be

recovered by other revenue opportunities arising from the event;
A majority of the costs of City Services will be from Police support. The City will receive increased revenue from the event from the spending of the attendees.

7. The season of occurrence; and
   The event will take place in June, Summer. No other significant events occur in June. Moving the Cycling Festival to the June line-up would certainly increase revenue during that time versus the August timeframe it was held last year.
8. Demonstration of hardship by the Applicant.
   None noted.

At this time the Council has not approved any additional waivers for events in FY2006, however there are already approximately $54,181 in waivers for Arts Festival and 4th of July Celebrations.

Department Review:

All applicable departments have reviewed the Park City Cycling Fest and comments have been incorporated into the report.

Recommendation:

Review the Master Festival License application, conduct a public hearing, and consider approving the license for the Park City Cycling Festival Master Festival License, June 17 through July 2, 2005 based on the following:

<u>Findings of Fact:</u>

1. The event runs from June 17 through July 2, 2005. The start and finish of all races in Park City will take place in Lot 5 and 6 at Deer Valley Resort. Registration for the event will be at the Lodges from 8am to 5pm daily. Not all races will be held in Park City, however, each evening the awards ceremonies will be held on the Town Lift Plaza from 6pm to 8:30pm.
2. Deer Valley Resort will accommodate parking for the anticipated crowd size throughout the duration of the event. No shuttle transportation is needed for either the races or for the awards on Town Lift Plaza. During the event traffic may be held at certain intersection for a period of 3 – 5 minutes. The conduct of the Park City Cycling Festival Events will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
3. The Park City Cycling Festival is oriented towards the athletes and their families. The events associated with the Park City Cycling Festival will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. No street will be closed to traffic during the event. The event will not interfere with police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. Master Festival or Special Event license have been granted for the Royal Street Hill Climb on June 23 and for the Radisson Antique Show on June 17, 18 and 19.

The Park City Cycling Festival will not substantially interfere with the logistics and venue for the Antique Show at the Radisson or the Royal Street Hill Climb based on the following:

a. The Park City Cycling Festival will host NORBA events on June 17, 18 and 19. All events on those days are located at Deer Valley Resort. The activities related to the Park City Cycling Festival on June 23 will be finished by the start of the Royal Street Hill Climb;

b. The events for the Antique Show and the award Ceremonies for the Cycling Festival will overlap. Both events will be taking place in separate areas of town and will not take away draw from the other;

c. The Park City Cycling Festival has a large impact to town, but will not impact either event;

d. No public personnel or City services are required for the Antique Show nor the Royal Street Hill Climb and therefore will not draw services from other areas of town required for the Park City Cycling Festival; and,

e. The Antique Show is located at the Radisson. Adequate parking is available on site. The Royal Street Hill Climb has minimal parking impacts. Due to the anticipated size of the event adequate parking can be accommodated on site.

6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
8. The fee waiver of $3,700 is based on an average of the Chamber's analysis of spending by day visitors ($44.41) and overnight visitors ($141.71), along with the City's 1% Resort Community Tax revenue.

<u>Conclusions of Law</u>:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

<u>Conditions of Approval</u>:

The applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.

The applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

All activities on the Town Lift Plaza shall conclude by 9:00pm each evening.

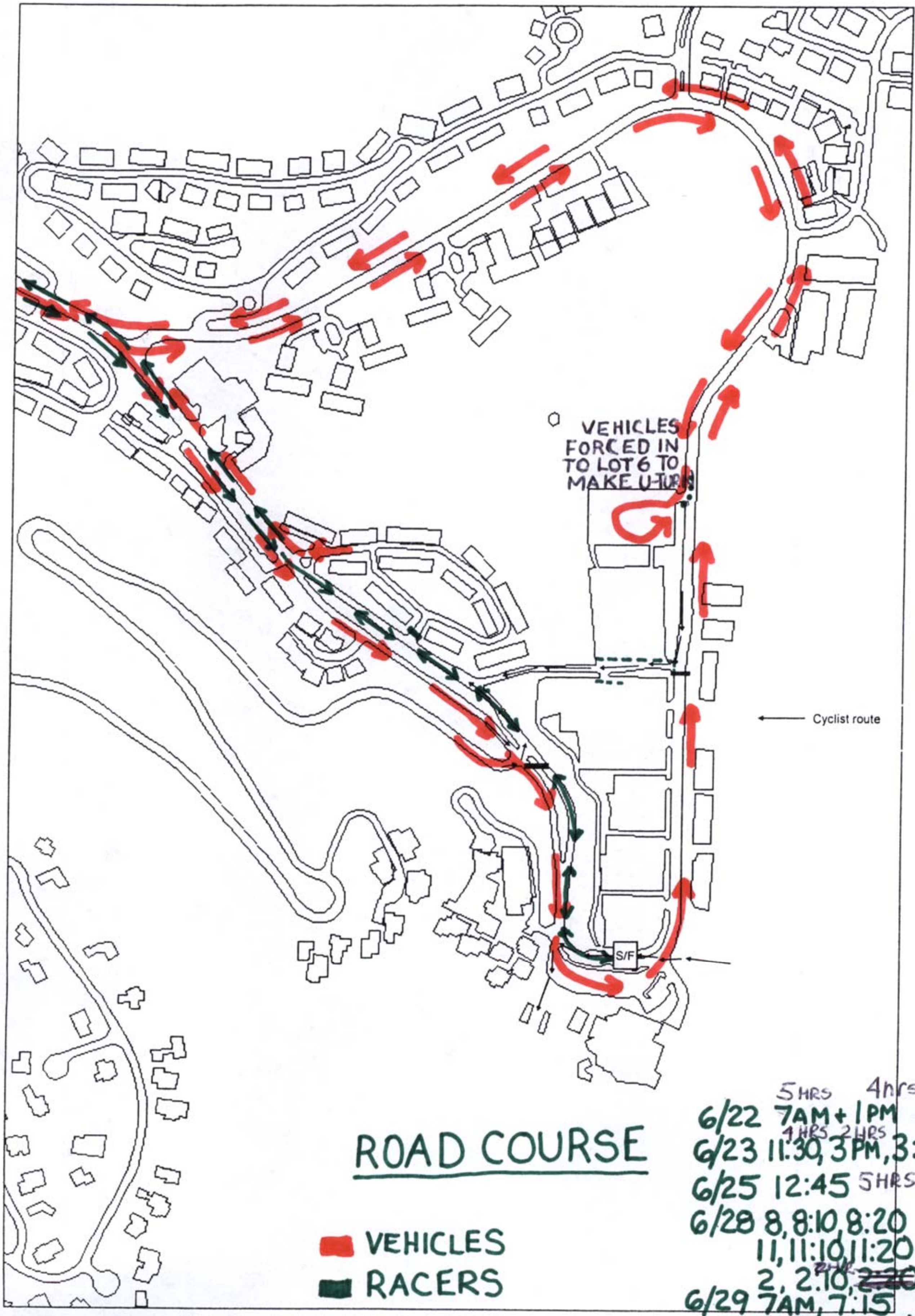
Signs shall be placed along the race routes no later than four days prior to the first event notifying vehicles of expected delays.

Exhibits
Exhibit A – Estimated Fees
Exhibit B – Race Routes

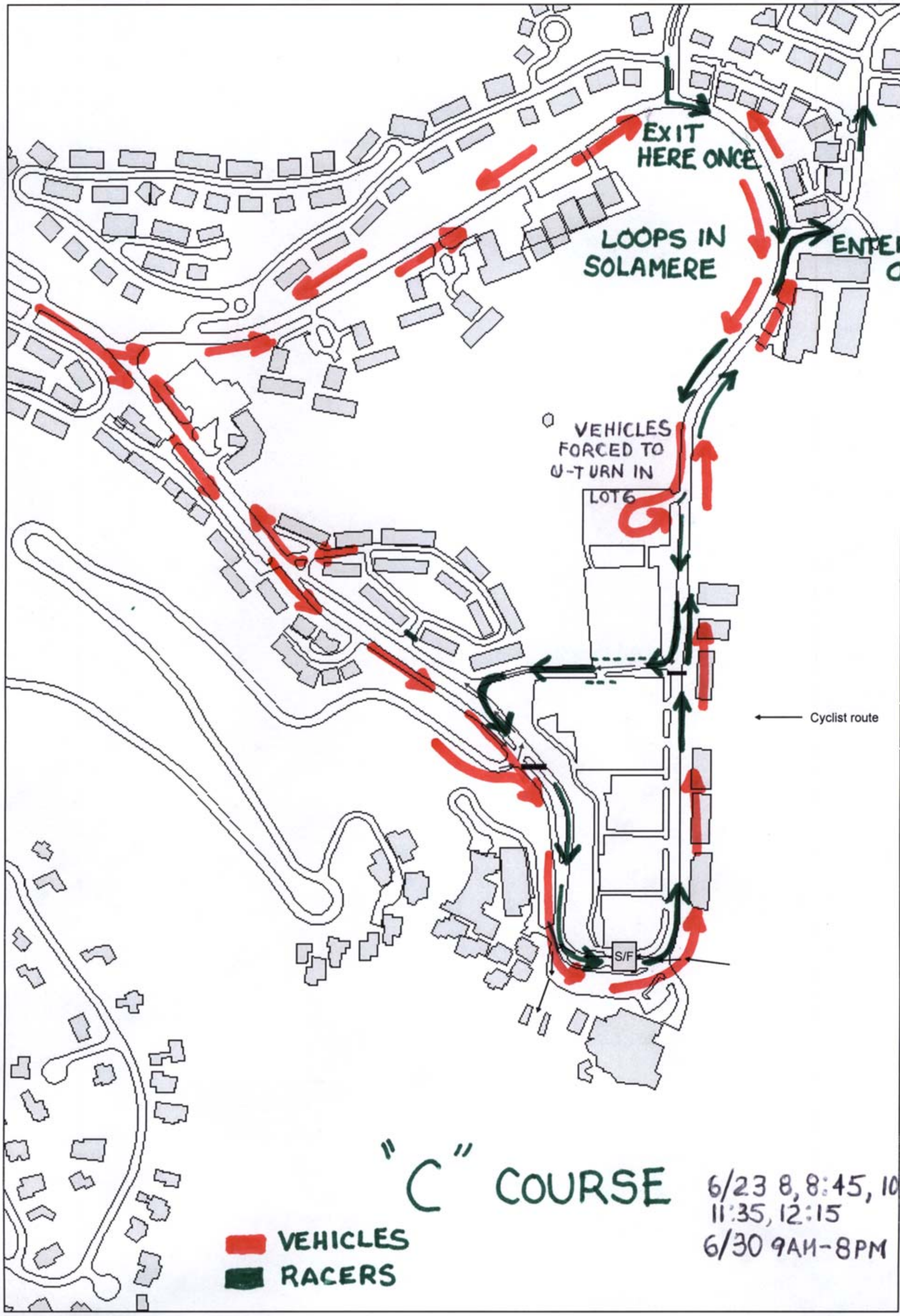
Exhibit A – Fee Estimate

INVOICE **Park City Cycling Festival** June 17 - July 2, 2005	Special Events Department PO Box 1480 Park City, Utah 80460	
SERVICE DESCRIPTION	**COST WAIVED**	**COST**
Special Events and Facilities Department		
Application Fee - Reoccurring Event	$50.00	$50.00
Streets Department		
Barricade Rental (100 ea.x .38/day x 16 days)	$608.00	$608.00
Barricade Drop and Pick Up Fee	$150.00	$150.00
Electronic Sign Rental ($120/day x 2 ea. x 5 days)	$1,200.00	$1,200.00
Police Department		
Base Officer Time	$732.00	$13,877.00
Parks Department		
Bleacher Rental (1 ea.x $50/day x 16 days)	$800.00	$800.00
Bleacher Delivery and Pick up	$50.00	$50.00
Building Department		
Permit Application Fee	$15.00	$15.00
Building Inspection	$15.00	$15.00
Tent <200 square feet	$30.00	$30.00
Trailer	$50.00	$50.00
TOTALS	**$3,700.00**	**$16,845.00**
	Waived Amount	**$3,700.00**
	TOTAL DUE	**$13,145.00**

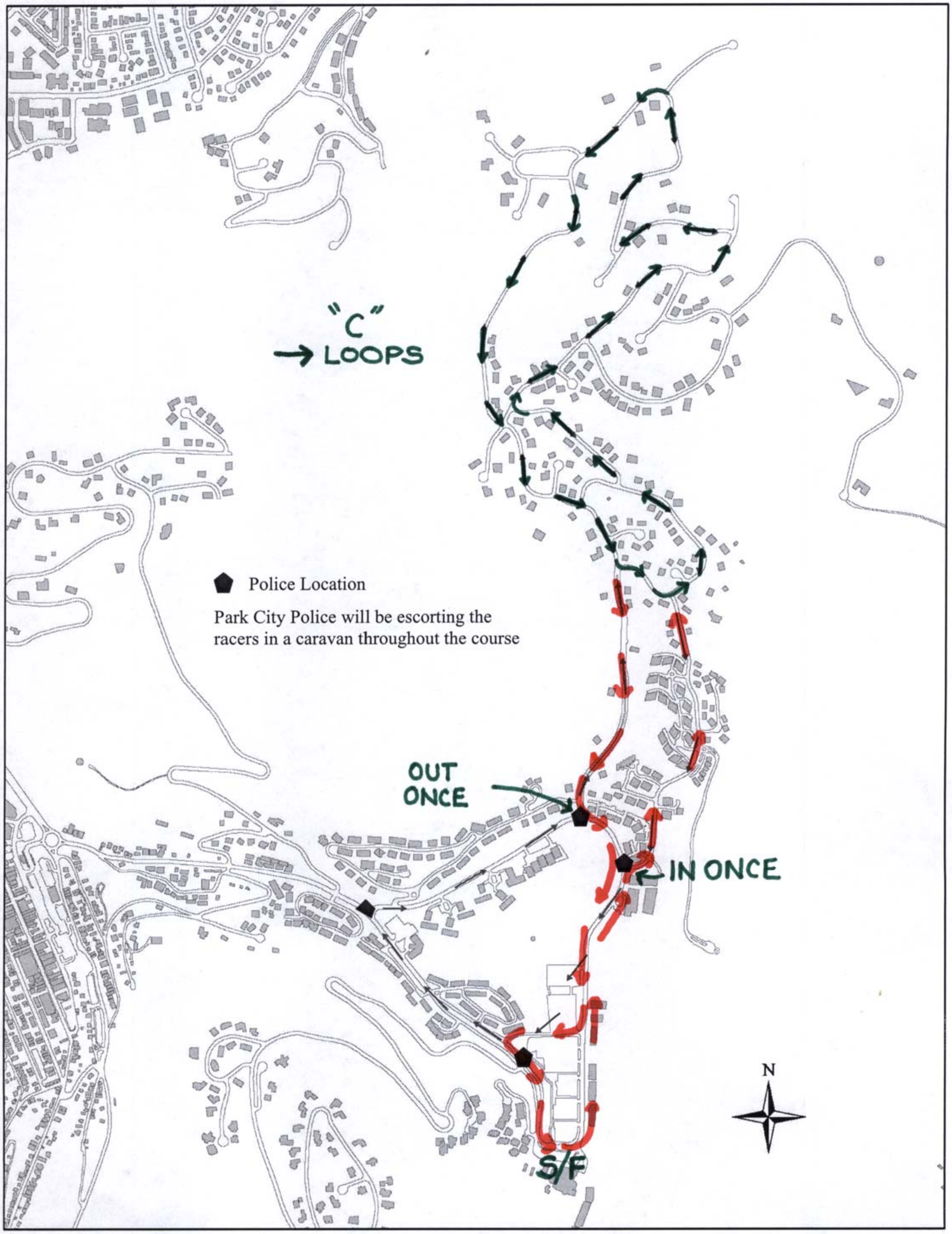
#1


VEHICLES FORCED IN TO LOT 6 TO MAKE U-TURN
Cyclist route
S/F
ROAD COURSE
VEHICLES
RACERS
5HRS 4hrs
6/22 7AM + 1PM
4HRS 2HRS 2HRS
6/23 11:30, 3PM, 3:15
6/25 12:45 5HRS.
6/28 8, 8:10, 8:20
11, 11:10, 11:20
2HR
2, 2:10, ~~2:20~~ 2HRS
6/29 7AM, 7:15
10:30AM, 10:45 2HRS

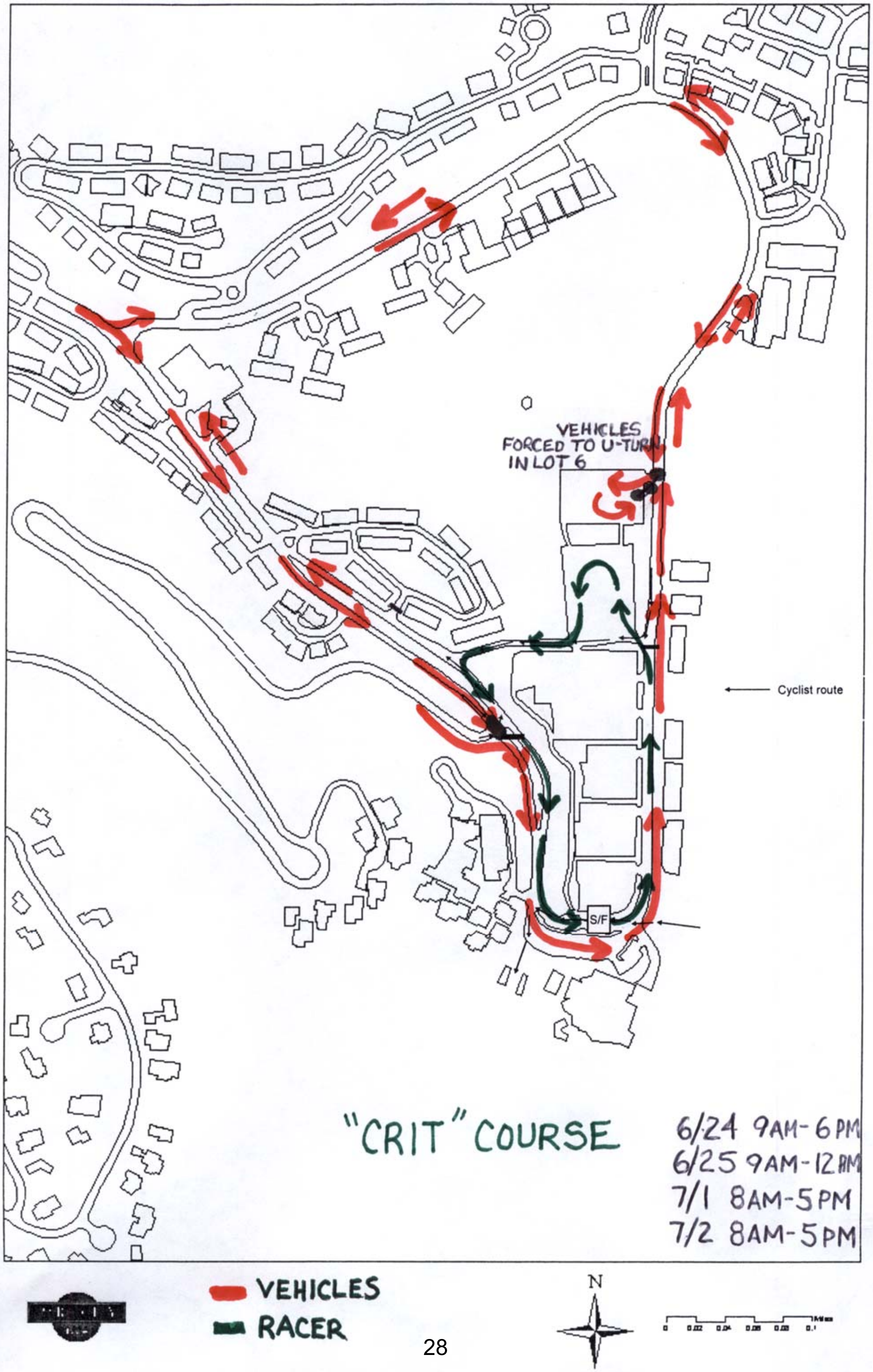
N



1) PCPD LEAD VEHICLE


"C"
LOOPS
Police Location
Park City Police will be escorting the racers in a caravan throughout the course
OUT ONCE
IN ONCE
S/F
N

"C" COURSE


VEHICLES
FORCED TO U-TURN
IN LOT 6
Cyclist route
S/F
"CRIT" COURSE
6/24 9AM-6PM
6/25 9AM-12 AM
7/1 8AM-5PM
7/2 8AM-5PM
VEHICLES
RACER
N

Resolution No.

RESOLUTION PROCLAIMING MAY 7, 2005 AS TAKE PRIDE IN PARK CITY DAY

WHEREAS, the Mayor and City Council are extremely pleased and appreciative to represent citizens who readily demonstrate their love and pride in Park City in a variety of ways all year long; and

WHEREAS, consistent with activities of the national *Take Pride in Your Park Program*, a variety of volunteers and non-profit groups have organized to clean-up neighborhoods and parks throughout Park City and our unincorporated borders on Saturday, May 7, 2005; and

WHEREAS, the Mayor and City Council recognize the importance of facilitating community-wide projects and extending these important efforts on a regional basis, and are overwhelmed by the amount of time and expertise generously contributed to our town by non-profit organizations and citizens, including;

Recycle Utah	Boys and Girls Club
Park City Chamber/Bureau	Park City Rotary Club
Sunrise Rotary Club	Starbucks
Cole Sports	Jans
White Pine Touring	BFI
HMBA	Park City Lodging Association
Mountain Trails	Park City Board of Realtors
Oakley School	Interact Club
Leadership Park City	Park City Ambassadors
Frontier Bank	Summit County Public Works

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby proclaim May 7, 2005 as:

TAKE PRIDE IN PARK CITY DAY

And encourage members of the community to meet at City Park at 9 a.m. on Saturday, May 7, 2005, participate in the clean-up, and return to City Park at noon for a barbecue.

PASSED AND ADOPTED this 5th day of May, 2005.

City Council Staff Report

Author: Lori W. Collett, Finance Manager
Subject: Authorization to execute a professional services agreement with Wisan, Smith, Racker & Prescott LLP
Date: May 5, 2005
Type of Item: Administrative

FINANCE DEPARTMENT

Summary Recommendations: Authorize staff to execute a professional services agreement for auditing services with Wisan, Smith, Racker & Prescott, LLP in a form approved by the City Attorney's office. The contract length will be for two (2) years (FYE 2005 and 2006) with an optional renewal for an additional five (5) years (FYE 2007, 2008, 2009, 2010 and 2011) contingent on satisfactory performance. The five-year renewal would require an amendment to the contract. The annual contract amount is $34,600 for FYE 2005 and $35,800 for FYE 2006.

Description:
Background: The City's contract for auditing services with Deloitte & Touche expired upon completion of the FYE 2004 audit. On March 1, 2005 the City sent out a Request for Proposal (RFP) for auditing services to 1) Wisan, Smith, Racker & Prescott LLP, 2) Schmitt, Griffiths, Smith & Co. P.C., 3) Hansen, Barnett & Maxwell, 4) Hansen, Bradshaw, Malmrose & Erickson, P.C., 5) Peterson, Allred, Jackson, 6) The C.P.A. Network, LLC, 7) Osborne, Robbins & Buhler, P.L.L.C., 8) Deloitte & Touche, 9) Wiggins and Company, 10) Jensen & Keddington, P.C. and 11) Grant Thornton. The RFP was advertised in the Salt Lake Tribune on March 5, 2005 and in The Park Record on March 5 and 9, 2005. Eight proposals were submitted by the due date of Friday, April 1, 2005, 4:00 pm. Proposals were received from the following: 1) Wisan, Smith, Racker & Prescott LLP (Wisan), 2) Schmitt, Griffiths, Smith & Co. P.C. (Schmitt), 3) Hansen, Barnett & Maxwell (Hansen, Barnett), 4) Hansen, Bradshaw, Malmrose & Erickson, P.C. (Hansen, Bradshaw), 5) Peterson, Allred, Jackson (Peterson), 6) The C.P.A. Network, LLC, 7) Osborne, Robbins & Buhler, P.L.L.C. (Osborne) and 8) Deloitte & Touche (Deloitte).

Analysis: The eight proposals were reviewed by Finance Department staff (Lori Collett and Chelese McKee) for the following selection criteria as outlined in the RFP:

- completeness of proposal;
- qualifications and governmental auditing experience of the CPA firm;
- qualifications of assigned individuals;
- experience in relation to the GFOA "Certificate of Achievement" and GASB 34;
- ability to provide consulting services that may be needed by the City;

- ability to meet the City's time table for issuance of the CAFR;
- experience in auditing computerized accounting systems;
- size and structure of the CPA firm, considering the scope of the audit; and
- reasonableness of time estimates and total audit hours and "not to exceed" fees.

Based on the above, the top three ranked firms were 1) Wisan, 2) Schmitt and 3) Hansen, Barnett.

The top three short-list bids received by the City are summarized in the table below.

Accounting Firm	**Not to Exceed Fee (includes audit, single audit and all out of pocket expenses) 2005**	**Not to Exceed Fee (includes audit, single audit and all out of pocket expenses) 2006**	**Not to Exceed Fee (includes audit, single audit and all out of pocket expenses) 2007**
Hansen, Barnett & Maxwell Office: Salt Lake City 48 Personnel Current clients: Salt Lake City Salt Lake Co. Wasatch County	$38,000 Total audit hours - 450 Average cost of $84 per audit hour	$39,900 - increase of 5% from 2005	$41,900 - increase of 5% from 2006
Wisan, Smith, Racker & Prescott, LLP Office: Salt Lake City 40 Personnel Current clients: Sandy City Utah Athletic Foundation	$34,600 Total audit hours - 455 Average cost of $76 per audit hour, also will provide up to 30 hours of accounting research for issues unrelated to the audit at no charge each year, approximate value of $3,000 which would equate to the average cost per audit hour of $69 = ($34,600-3,000)/455	$35,800 - increase of 3.5% from 2005	$37,100 - increase of 3.6% from 2006
Schmitt, Griffiths, Smith & Co., P.C. Ogden Office 32 Personnel Current clients: Summit County Ogden City	$27,500 Total audit hours - 398 Average cost of $69 per audit hour	$28,400 - increase of 3.3% from 2005	$29,400 - increase of 3.5% from 2006

Deloitte, the City's auditors for the past twelve years, was not included in the top three ranked proposals due to submitting the highest fee proposal of $65,000 for the FYE 2005 audit. The City paid Deloitte $44,000 for FYE 2004 audit services. Deloitte worked approximately 500 hours to complete the City's FYE 2004 audit. Deloitte notes in their proposal that the increase in fees is a direct result of demands for their services to assist their publicly traded clients in complying with Sarbanes-Oxley legislation.

Osborne with a bid of $42,350 for 450 to 500 audit hours was not selected due to their higher cost and concern that with only 15 personnel they have sufficient staff for the City's audit. Hansen, Bradshaw (14 personnel) with a bid of $39,500 for 530 audit hours, The C.P.A. Network (4 personnel) with a bid of $33,225 for 674 hours and Peterson (16 personnel) with a bid of $32,700 for 360 hours for the FYE 2005 audit were not selected because of concern that they have sufficient staff for the City's audit and to provide flexibility in scheduling audit work to meet the City's needs. The selection committee determined that the Peterson proposal of 360 hours was not a realistic estimate for undertaking a full audit and single audit in the first year of an audit engagement

A selection committee comprised of five people (Tom Bakaly, Jim Hier, Kent Cashel, Chelese McKee and Lori Collett) interviewed the three top-ranked short-listed CPA firms. The selection committee ranked the CPA firms based on the above selection criteria as outlined in the RFP. The City's purchasing policies exempt professional service contracts from being awarded solely on price. Emphasis is to be placed on quality of services, with cost being the deciding factor when everything else is equal. Discussion and evaluation following the interviews resulted in the selection of Wisan, Smith, Racker & Prescott LLP as the successful candidate.

Hansen, Barnett was eliminated because it had the highest fees of the three firms with an average hourly rate of $84 based on an estimate of 450 hours. In addition, because Hansen, Barnett recently obtained the Salt Lake City audit and are the continuing auditors for Salt Lake County, the selection committee had concerns about Hansen, Barnett's ability to staff the City's audit and provide flexibility in scheduling audit work to meet the City's needs.

The selection committee determined that the Schmitt proposal of 398 hours was not a realistic estimate for undertaking a full audit and single audit in the first year of an audit engagement. Even though the proposed fee of $27,500 is a "not to exceed" bid, adequate time needs to be scheduled to complete the audit in accordance with auditing standards. The first year with new auditors requires more time from both the auditors and City staff. The proposal of 455 hours from Wisan is a more realistic estimate. In addition, Wisan is a member firm of the BDO Seidman Alliance, a national association of independently owned and operated accounting and consulting firms that are affiliated with BDO Seidman, LLP, the fifth largest accounting and consulting organization in the world. Wisan's alliance partner firm, Macias, Gini & Company, LLP located in Sacramento, California is one of the largest governmental practices in the country providing audit services for cities such as Sacramento, Los Angeles and San Diego. The founding partner, Kenneth A. Macias, will be the technical partner for Park City's audit and review the City's CAFR as part of the audit.

Department Review: This report was reviewed by the City Manager's Office and Legal Department.

Alternatives:

Approve the Request: The City Council could approve the contract with Wisan, Smith, Racker & Prescott, LLP. This is the recommended action.

Deny the Request: The City Council could deny the request. This would require a "rebid" of the contract for auditing services. Because of the City's fiscal year end is June 30, the FYE 2005 audit needs to begin in ASAP. Beginning the RFP process again this late in the year would delay the audit process and make it difficult to have the CAFR completed by December. Staff does not recommend this alternative.

Continue the Item: Continue the item to another City Council meeting. Delaying this action will negatively affect the City's ability to complete the CAFR by December. Staff does not recommend this alternative.

Do Nothing: This alternative will have the same impact as continuing the item. Staff does not recommend this alternative.

Significant Impacts: The annual cost of this contract for the financial audit, single audit and out-of-pocket expenses is $34,600 for FYE 2005 and $35,800 for FYE 2006. Funds are budgeted for audit services in the Finance budget.

Recommendation: Authorize staff to enter into a contract in a form approved by the City Attorney's office with Wisan, Smith, Racker & Prescott, LLP for auditing services.

City Council Staff Report

Budget, Debt, & Grants

Author:	**Sai Naivalu**
Subject:	**Approval of Tenant Outreach Service Contract**
Date:	**May 5, 2005**
Type of Item:	**Legislative**

Summary Recommendations:
Authorize the City Manager to enter into a Tenant Outreach Service Contract in the amount of $6,000 with Park City Community Outreach Center (PCCOC).

Description:

Topic:
Special Service Contract

Background:
In July, 2003, City Council approved a two-year Special Service Contract for $60,000 to Mountainlands Community Housing Trust (MCHT) to support its Housing Resource Center. Among the contracted services was a provision for a Tenant Outreach Program to provide case work and assistance to low income residents. On January 28, 2005, MCHT requested an amendment to the two-year Special Service Contract. MCHT sought the contract amendment as it would no longer provide a Tenant Outreach Program. City Council approved the amendment on March 3, 2005, thus reducing the Special Service Contract amount from $60,000 to $54,000. Because the amendment created a short-term service gap to the community, City Council directed the Special Service Contract Subcommittee made up of Council members Calvert and Erickson to evaluate and recommend the use of the remaining $6,000 forgone by MCHT.

Analysis:
On April 4, 2005, the Special Service Contract Committee directed staff to request new proposals for Tenant Outreach Service Contract. Staff advertised a request for Tenant Outreach Service contract proposal on April 9, 2005. On April 18, 2005, staff received proposal from PCCOC, being the only organization interested to provide the service. Upon review, the Service Contract Subcommittee recommends that the contract for $6,000 be awarded to PCCOC.

The subcommittee felt that PCCOC best met the Public Service Contract criteria and would provide a benefit to Park City community as a whole. As outlined by the Policy, PCCOC will be required to demonstrate contract compliance through performance measures. The contract will run through June 2005.

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

Alternatives:

A. **Approve the Request:**
Council should authorize City Manager to enter into Tenant Outreach Service Contract with PCCOC for $6,000.

B. **Deny the Request:**
Council could deny the request and direct staff to wait until the next Special Service Contract cycle for FY 2006-2007.

C. **Continue the Item:**
Council could continue the item and direct staff to provide further information at a latter date.

D. **Do Nothing:**
Doing nothing would be the same result as denying the request.

Significant Impacts:
If the recommendation is approved, it would allow PCCOC to carry out Tenant Outreach Program services where MCHT left off. By entering into a contract now, the City can best use available funds to enhance affordable housing programs in the City.

Consequences of not taking the recommended action:
The Public Service Contract policy requires that “unspent fund balances at the end of a year…not be carried forward to future years.” A service gap will still exist in the City until the next Special Service Contract cycle in July.

Recommendation:
Authorize the City Manager to enter into Tenant Outreach Service Contract with Park City Community Outreach Center.

Attachments: Proposed Special Service Contract (A)
Performance Measures (B)
Application from PCCOC (C)

SPECIAL SERVICE CONTRACT
BETWEEN PARK CITY COMMUNITY OUTREACH CENTER (PCCOC) AND PARK CITY MUNICIPAL CORPORATION
FY 2004-2005

THIS AGREEMENT is made and entered into this 5th day of May, 2005, by and between the **PARK CITY COMMUNITY OUTREACH CENTER** (hereinafter "PCCOC") and **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City").

WITNESSETH:
WHEREAS, as part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City; and

WHEREAS, organizations must meet certain criteria in order to be eligible for a special service contract – accountability and sustainability of organization, program need and specific City benefit, fiscal stability and other financial support, and fair market value of the service; and

WHEREAS, service providers are eligible to apply for a special service contract every biannual budget process and the City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City staff; and

WHEREAS, pursuant to Section 10-8-2(1)(e) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of City services/facilities herein to a non-profit entity, regardless of the consideration Park City receives in return; and

WHEREAS, pursuant to Sections 10-8-2 and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds herein is consistent with the Park City General Plan, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City; and

WHEREAS, notwithstanding the recitals above, the City desires to provide grant funds to various charitable organizations in exchange for services provided to the community equal in current fair market value to the City's contribution; and

WHEREAS, the Service Contract Subcommittee evaluated and approved the special service grant request by the PCCOC, for support and administration of the PCCOC community social service and housing assistance program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

ARTICLE I
TERM AND ALLOCATION

PCCOC shall have a special service contract with a term of three months. The total contract amount will be $6,000 to be distributed at the beginning of the contract. Future contracts would depend upon demonstration through quantifiable and qualified measures that the program has provided public services meeting its goals and mutually agreed upon performance measures as delineated in Attachment A.

FY 2004-2005: $6,000.00

TOTAL amount available for allocation: $6,000.00

ARTICLE II
<u>SERVICES TO THE COMMUNITY</u>

In exchange for the City's contribution, PCCOC agrees to provide services and administration for a community social service and affordable housing assistance program, as outlined in the attached Park City Community Outreach Center Special Service Contract Application, attached hereto and incorporated herein by reference as Attachment B, and to provide the following minimum services to the community:

Maintain an office (the "PCCOC") conveniently located and accessed by public transit, with telephone and voice messaging service; notify City of address and contact information;

Provide social services assistance i.e. affordable housing, job searches, wage claim assistance, child support, financial and legal advocacy; and

Specifically:

- provide a Tenant Outreach Program that provides case work and assistance to low income residents;
- monitor affordable housing projects within the City;
- monitor developer requirements and compliance with conditions in development agreements relating to assistance to housing developments;
- maintain a computerized database of applicants for City-assisted housing (rental and ownership), verified and published at lease twice annually (September and May). Lists prepared from this database will be made available to the City upon request;
- accept preliminary occupancy applications, screen applicants for qualifications based on guidelines applicable to the various projects and provide screened Supplemental Housing Applications to owners or managers of City regulated housing;
- provide information to the development community on resources available through the City, state and federal agencies for affordable housing development;
- promote housing opportunities through PSA's on KPCW radio, the Park Record, and other appropriate venues;
- conduct education, outreach and activities to increase awareness of and support for the role of affordable housing in the community;
- charge no fees to parties requesting information or submitting applications; and

4. PCCOC will use its best efforts to provide the above mentioned information in English and Spanish. PCCOC shall expand the programs and services of its Affordable Housing Resource Center to better meet the needs of the Spanish-speaking community in their search for housing and community services.
5. PCCOC will assign a PCCOC representative to serve as a liaison with the City.

Both parties agree that the above services provided to the community represent a good faith exchange of current fair market value for the City’s contribution.

ARTICLE III
HOLD HARMLESS/NO AGENCY

PCCOC agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against all losses and expenses, including costs and attorney=s fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of PCCOC in the performance of work under this agreement. PCCOC is an independent entity and nothing herein shall be construed to create any agency, nor employee relationship with the City.

ARTICLE IV
DISSOLUTION

On dissolution of the organization or project, any remaining funds attributable to the City shall revert to the City.

ARTICLE V
RECORD KEEPING/AUDIT

PCCOC agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own audit of books and records at reasonable times and places during ordinary business hours. If the grant money has not been used as agreed herein, the City shall be entitled to a full or partial refund of the grant.

ARTICLE VI
AMENDMENT

This Agreement may be amended with the approval of the City Council and PCCOC. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VII
EFFECTIVE DATE

The effective date of this Agreement is the date first written above.

Attachment A - Performance Measures

As a part of monitoring performance of the Special Service Contract, the following Performance Measures will be required of Park City Community Outreach Center:

1. Provide a line-item accounting of how City-appropriated money has been used.

2. Number of applications received annually

3. Number of individuals/families receiving assistance through the Tenant Outreach Program

4. Number of individuals/families receiving housing information through the Tenant Outreach Program.

5. Number of individuals finding housing through the Tenant Outreach Program

This information will need to be provided for City Council at the end of the fiscal year (June 30) in order to receive future allocations.

[redacted]

REQUEST FOR PROPOSAL

PARK CITY MUNICIPAL CORPORATION
445 MARSAC AVENUE
PARK CITY, UTAH 84060

P.O.> BOX 682445—PARK CITY, UTAH 84068 435-901-3594

P

:

Request For Proposal
Tenant Services Contract
Request Amount: $6,000

Park City Community Outreach Center (PCCOC is a 501 (c)3 non profit organization.

Funding for the Tenant Outreach Program will be used primarily for administrative costs. The office of the Organization is donated by Evergreen Management in an agreement with Park City Police. Phone lines and utilities are also donated. The office has been open and staffed to provide Tenant Services since 1997.

The annual operating budget for PCCOC is $56,710. Other sources of funding and potential funding include Summit County, Wasatch County, American Express, Key Bank, Wells Fargo Bank as well as fundraisers and personal donations.

In 1996 City Council of Park City recognized that there was need to provide social services to individuals who live in our affordable housing, and that these services needed to be provided in Spanish as well as English. It has long been recognized in affordable housing development that providing assistance to tenants on a number of different levels, such as job searches, wage claim assistance, child support, financial and legal advocacy can further the success of both individual tenants and the community support that is needed to incorporated affordable housing into the community. In 1996 several multi-family affordable apartment complexes were constructed in Park City. The opening of these complexes coincided with a rapid change in the demographics of the community. The opportunity of having affordable housing in the community also presented challenges. We had a population of individuals who, in an effort to succeed in the City also needed access to services that would increase their ability to thrive and contribute to Park City.

PCCOC has a board of directors that includes members from the non-profit community, banking as well as law enforcement. The board provides over site of the executive director as well as determining future goals and objectives. While not formerly named PCCOC, the services have been provided on a constant level for 9 years to Park City Municipal.

The goals and objectives of PCCOC is to provide individuals and families in our affordable housing services or access to services that will enable them to live in a safe, stable environment.

Services provided to tenants and families include but are not limited to:

Job Referrals
Court Assistance
Police Liaison with Hispanic Community
Wage Claim Assistance
Referrals for Victims of Domestic Violence
Emergency Preparedness
Block Watch
Translation
Crime Prevention
Educational Outreach
Home Security
Educational Outreach on Laws and Ordinances that effect tenants
Referrals for Financial Education
Access to Language Education
Educational Outreach Sustainability in Multi-Family Housing.
Office of Recovery Services

PCCOC works in cooperation with many agencies to further the goals of both tenants and the agencies that assist them. In many cases the agencies do not have bi-lingual employees or are over burdened with cases and can not provide immediate assistance to their clients. PCCOC offers support and assistance to the following agencies and organizations:

Summit County Health Department
Department of Workforce Services
Peace House
Victim Advocate
Utah Department of Anti-Discrimination and Labor
Park City Police Department
Park City Building Department
Park City Recreation Department
Summit County Sheriff
Summit County Justice Court
3rd District Court
Office of Recovery Services
Utah State Drivers License Division
Summit Country Domestic Violence Coalition
Park City High School Intern Program
State Office of Hispanic Affairs
Mexican Consulate
Park City Historical Society

PCCOC tracks the number of clients served and the type of service that is requested, and the outcome of the request whenever possible. PCCOC will make these reports available to Park City Municipal on a monthly basis.

In 2004 under Mountainlands Community Housing Trust, Tenant Services provided assistance to over 1,200 individuals. There is no organization that provides these services at no cost in the community. The success and need for this program is based on the number of individuals who see the outreach center as a resource and seek help from the staff to address their needs.

PCCOC is in a stable financial situation due to the donation of the majority of its overhead. While staff at PCCOC continues to seek out and incorporate volunteers in the day to day operation, we recognize that to provide consistent service PCCOC needs to fund administrative costs of the organization.

Fare market value of services provided by PCCOC is broken down in the following manner: One Year

Rent	$ 6,000*
Utilities	$ 960*
Telephone	$ 1,250.*
Full Time Staff	$35,,000
Part Time Staff	$10,000*
Equipment/Supplies	$ 2,500*
Contingency	$ 1,000
Total	$56,710.50

- *Donated or in-kind services

Services provided tenants and projected services break down as follows:

February:	166 tenant visits to Community Outreach Center 83 individuals served
March	183 tenant visits to Community Outreach Center 61 individuals served
April (to date)	51 tenant visits to Community Outreach Center 29 individuals served
May (projected)	190 tenant visits to Community Outreach Center 80 individuals served

June (projected)	170 tenant visits to Community Outreach Center 80 individuals served

Tenants typically come to the office several times before we are able to finalize the outcome of their request.

Of the 173 individuals who where served through the tenant outreach program in February through the second week in April 2005, services break down as follows:

Police and other agency assist: 51
(includes Highway Patrol and Sheriff, DFS and Corrections, primarily PCPD)

Justice Court assistance	26
Wage Claims	17
Office Recovery Services	7
Health Department	5
Domestic Violence	2
Automobile Fraud	8
Housing	29
Park City Building Dept	3
Victim Assistance	4
Work Force Services	10
Other non-profit assist	6
Financial Assist Referral	2
Small Claims Court	3
Total	173

Actual and Projected Expenses Break Down As Follows:

	February	March	April	May	June
Rent	$ 500	$ 500	$ 500	$ 500	$ 500
Utilities	$ 80	$ 80	$ 80	$ 80	$ 80
Telephone	$ 104	$ 104	$ 104	$ 104	$ 104
Staff FT	$2,916	$2,916	$2,916	$2,916	$2,916
Staff PT	$ 833	$ 833	$ 833	$ 833	$ 833
Equipment/ Supplies	$ 105	$ 105	$ 105	$ 105	$ 105
Contingency	$ 83	$ 83	$ 83	$ 83	$ 83
Total Monthly	$4,621	$4,621	$4,621	$4,621	$4,621

Total: 23,160

Thank you. If you have questions please feel free to contact:

Shelley Weiss

Shelley Weiss
Executive Director
Park City Community Outreach Center
PO Box 682445
Park City, Utah 84068
435-901-3594

PARK CITY COMMUNITY
OUTREACH CENTER

Request for Proposal
Park City Municipal
Tenant Services
2-2005 – 6-2005

Park City Community Outreach Center will monitor and provide to Park City Municipal the following performance measures:

Number of applications received annually

Number of individuals/families receiving assistance through the Tenant Outreach Program

Number of individuals/families receiving housing information

Number of individuals finding housing through the Outreach Office

There will also be a breakdown, as indicated in our RFP as to the number of individuals the Center has assisted, the nature of their request and the outcome of services provided.

Sincerely,

Shelley Weiss

Shelley Weiss
Executive Director

P.O. BOX 682115—PARK CITY, UTAH 84068 435-901-3591

City Council
Staff Report

PARK CITY 1884

Author: Colin Hilton
Subject: Quinn's Recreation Complex
Hogan & Associates Construction Contract Amendment #1
Date: May 5, 2005
Type of Item: Award of Contract

Summary Recommendation - Staff recommends approval of an Amendment #1 to the existing Hogan & Associates Construction Agreement, in a form to be approved by the Legal Department, for work related to the Quinn's Recreation Complex project in the amount of $5,466,843.

The total recommended amount is for two project categories of costs. $3,323,832 is for costs associated with the Ice Rink and $2,143,011 is for costs associated with the Outdoor Playing Fields and Site conditions. Both amounts are within approved funding allocations of the Ice Rink and Quinn's Fields Complex CIP accounts ($4.0 million in CIP#749 – Ice Rink and $4.6 million in CIP#762 – Fields Complex) .

Description:

Topic: Quinn's Complex, Hogan & Associates Construction Amendment #1

Background:

At a November 18, 2004 meeting, City Council approved a CMGC Construction Agreement with Hogan & Associates for work associated with the Quinn's Recreation Complex

The CMGC Construction Agreement with Hogan & Associates allowed the City to involve the Construction Manager/General Contractor (Hogan) in the design stage of the project that directly led to modifications to the design based on "constructability reviews, construction market knowledge, and value engineering efforts to get the most out the funds targeted for the project. This has worked very well, especially given our tight budget and escalating construction costs.

At a February 17, 2005 City Council Meeting, Council directed staff to continue designing the Quinn's Recreation project under the following assumptions:

1. Advance the baseline design that targets a cost of construction for the Ice Rink element at $4 million dollars – this still leaves the project budget short (given the soft costs) by $800,000.

2. Start a year long fundraising campaign that targets raising $1 million dollars. The focus of the fundraising efforts would be on building naming rights, key hardware sponsorship for items like the Zamboni and scoreboards, and tiered donor/sponsorship program. Staff suggested that a "Friends of Ice / Quinn's" group be formed, consistent with City Policies to assist with a fundraising campaign.
3. Introduce a new $800,000 CIP line item for "Ice Rink Additional Funding" for review during the Spring Budget season. In doing this, Council would create a safety net for "consideration only" during the budget review period where Staff feels all budget decisions should be made at once.
4. Maintain the intent of having each the City & SBSRD only ever have to utilize $2 million apiece towards ice facility construction. Therefore, pushing for the naming rights and donor fundraising programs to raise the funds needed to bridge the "gap." This in effect would implement the funding gap as a "cash flow" challenge.
5. Review all options when considering a "safety net" to cover the anticipated gap should fundraising efforts not go well. Council preferred "option b" of the ideas presented by Staff. The options included:
a. A reallocation or "re-prioritization" of City funds from other City projects during the budget process
b. A bank "draw down" or line of credit account backed by a budget appropriation to cover any cash flow gaps
c. A new CIP line item as noted above
d. Other

At an April 7th, 2005 meeting, City Council approved an Addendum to the Contract that allowed for early mobilization, rink earthwork, and building concrete. That approved addendum awarded $1,304,703 and is incorporated into the total costs outlined in this report.

Hogan & Associates Construction has begun mobilization and initial earthwork excavation.

Analysis
Through the enclosed contract "Amendment #1," Staff is requesting authorization to approve work associated with the following breakdown of costs:

I.	Ice Rink		
	a.	Construction Cost Divisions Subtotal	$ 3,200,000
	b.	Contingency	$ 50,000
	c.	Payment & Performance Bond	$ 21,488
	d.	Construction Manager's Fee (1.6%)	$ 52,344
	e.	Total Construction Costs	$ 3,323,832
II.	Site & Fields		
	a.	Construction Cost Divisions Subtotal	$ 2,068,429
	b.	Contingency	$ 20,000
	c.	Payment & Performance Bond	$ 21,487

d. Construction Manager's Fee (1.6%) $ 33,095
e. Total Construction Costs $ 2,143,011

Total for Amendment #1 = $ 5,466,843

Ice Rink – Breakdown of Numbers & Scope included in Amendment #1

Actual costs/bids for the Ice Arena have come in at the previous estimated levels. This still requires a phased approach to account for the projected shortfall of funds. The Amendment #1 amount for the ice rink constructs the main infrastructure of the building but not all items as designed. Those items will be deferred to a later Amendment approval once funds are allocated or fundraised.

Included in the $3,200,000 Construction Cost Division Subtotal is all building items necessary to construct the Ice Arena building except building "finishes" that include: masonry for locker rooms, finish carpentry for the office and locker rooms, all casework and millwork for a front desk and concession/party room areas, a "Low E" ceiling (not the main ceiling), the dasherboards, glazing, certain flooring finishes, interior painting, and locker room toilet compartments and accessories.

The Ice rink has an additional $861,589 in building costs that are forecasted to complete the building to its desired design (for a total projected cost of construction of $4,185,421). Soft costs are currently budgeted at $650,000. The total estimated project costs, factoring both costs of construction and soft costs, equals $4,835,421 as designed. Four million is budgeted, projecting a minimum need to fundraise at $835,421.

Fields / Site - Breakdown of Numbers & Scope included in Amendment #1

Actual costs for the Fields / Site are now in. Staff is not recommending taking action on an overall GMP for the Fields portion of the Quinn's Recreation Complex at this time until a prioritization of components can be done. Staff desires to approve only expenses related to the "Fields portion" of the Ice Arena and the Site Utilities that would serve both the Ice Arena and Fields. These are necessary "infrastructure" elements.

For Phase 1, the Fields budget has $4.25 million funded for costs of construction. Phase 2 Field's Budget has $2,025,000 forecasted in our City Budget, of which $675,000 is funded. For all Phases designed and reflected on our Site Plan, $6.5 million is needed to complete the whole project.

Currently, Staff is working with Stakeholders and the internal project team to prioritize which items will be recommended to be done in Phase 1 verses Phase 2. Current thoughts include:

a. Put Phase 1 priority into the actual fields and their quality. Create up to four natural turf fields (two of which are "multi-use").
b. Build all areas designed within the Ice Arena that are attributable to the Fields operation.
c. Consider a deferral of installing an artificial field until Phase 2, where other funding "partners" might have funds available.
d. Place night lights on at least one field in Phase 1 – the rest in Phase 2.
e. Do a restroom building to serve the south fields in addition to the main building in Phase 1.
f. Build the Maintenance Building in either Phase 1 or Phase 2.
g. Consider a phased approach to the trails.
h. Consider the permanent seats for Field A in either Phase 1 or Phase 2.
i. Consider value-engineering options to reduce anticipated costs.

The Quinn's Task Force, Stakeholders, and internal project team have always known that a phased approach would be needed to complete the Fields portion of the Recreation Complex. All desire to as much as possible in Phase 1.

The Main Ice Arena building contains 9,214 square feet of space attributable to the Fields Budget. This includes costs for locker rooms, restrooms, circulation areas, concession areas, and plaza areas. Staff has calculated a cost of $109 sq' for the 45,962 sq' building, and rounded the amount to a $1,000,000 number attributable to the fields budget. Sewer lines and water lines account for $1,068,429 to serve all elements of the Quinn's Recreation Complex. The site utilities are one of the first items that need to get built as there are timing requirements imposed on the project schedule that require the main sewer line to be completed within the UDOT right away by June 1, 2005. Together, the costs total 2,068,429 (as summarized above). Staff views that the pricing for the Site utilities will not be any lower if delayed and rebid and therefore recommends approving that scope of work.

The remaining scope of work for the fields will need to be refined and prioritized prior to coming to City Council for approval. Staff feels confident that a Phase 1 strategy can be brought forward at the May 26th City Council meeting.

Summary

Staff will review and update any refinements to these numbers at Thursday's Work Session and Public Meeting. The above numbers include the Addendum amount of $1,304,703 that was previously approved by City Council on April 7, 2005.

Park City Municipal Corporation will be responsible for costs associated with testing and inspection services, utility impact and connection fees, property insurance and any initial FF&E items, final landscaping, and other “soft costs.” Staff recommends City Council waive fees associated with Building permits and Plan Checks and will ask for a statement to that effect during the City Council meeting.

The following is a summary of the current proposed Activity / Construction schedule:

May 5th - Council review of proposed Amendment #1- Ice Rink GMP + Site Utilities
May 26th - Council review of proposed Amendment #2 – Remainder of Site/Fields GMP.
Fall 2005 - Possible Council review of Amendment #2 (“Finishes” and phased construction work that was not previously funded)
Feb 1, 2006 – Target Ice Rink completion date
Feb 10, 2006 - Rink Grand Opening – (tied to opening of the 2006 Winter Olympics, Turin, Italy)
July 15, 2006 - Target completion and opening of outdoor fields (Triple Crown)

Department Input & Review: This report has input and comments from the following departments: Economic Development & Capital Projects, Legal Department, Planning Dept., Budget Manager, City Engineer, Special Events & Facilities Manager, Recreation Manager, and City Manager’s Office.

Alternatives:

A. Approve the proposed Amendment #1 to the Hogan & Associates Construction contract: (Staff recommendation)
B. Modify the Requested Actions:
C. Deny the Request:
D. Continue the Item:
E. Do Nothing:

Significant Impacts / Consequences of not taking the recommended actions:
A delayed action would negatively impact the project schedule.

Staff Recommendation: Staff recommends approval of an Amendment #1 to the existing Hogan & Associates Construction Agreement, in a form to be approved by the Legal Department, for work related to the Quinn’s Recreation Complex project in the amount of $5,466,843.

Attached Exhibit: Hogan & Associates Construction Contract Amendment #1

AMENDMENT NO. 1
TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Paragraph 2.2 of the Standard Form of Agreement between Owner (Park City Municipal Corporation) and Construction Manager (Hogan & Associates Construction) dated December 22, 2004, for construction of the Quinns Junction Recreation Complex, the Owner and the Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below:

ARTICLE I
GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 5 of the Agreement and the Construction Manager's Fee as defined in Article 4 of the Agreement, is Dollars ($_______________).

Included in the Guaranteed Maximum Price is the Construction Manager's fee of $______________.

This Price is for the performance of the Work in accordance with the "Guaranteed Maximum Price Proposal" dated April ___, 2005, from Hogan & Associates Construction, and incorporated herein by this reference (the "GMP"). A Contract Addendum, approved by City Council on April 7, 2005, is included in Amendment #1.

ARTICLE II
CONTRACT TIME

The Construction Manager acknowledges that the Substantial Completion Date is ________ 2006 and the Final Completion Date is ___________, 2006.