



PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
April 4, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, April 4, 2019.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

3:30 p.m. - Annexation Discussion

[Annexation Staff Report](#)

[Attachment A: Annexation Law Guidelines](#)

[Attachment B: Annexation Checklist](#)

STUDY SESSION

4:45 p.m. - Community Foundation Social Equity Update

[Social Equity Staff Report](#)

[Attachment A: Park City Community Foundation Memo](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. McPolin Farm CUP Amendment
[McPolin Farm CUP Amendment](#)
2. 2019 Spring Season Transportation Update
[2019 Spring Season Transportation Update](#)

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from March 14 and 21, 2019

[March 14, 2019 Minutes](#)

[March 21, 2019 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with Piercy Bowler Taylor & Kern, Certified Public Accountants and Business Advisors (PBTk) for Audit Services, Not to Exceed \$283,200
[Audit Services Staff Report](#)
[Exhibit A: Provider Professional Services Agreement with PBTk](#)
2. Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Van Boerum & Frank Associates, Inc. for Golf Maintenance Building Energy Commissioning Services in an Amount Not to Exceed \$32,700.00
[Golf Maintenance Building Staff Report](#)
3. Request to Authorize Staff to Extend Current Tenant Leases Located in the City-owned Bonanza Park East Property Through March 31, 2020
[Bonanza Park East Staff Report](#)
4. Request to Authorize the City Manager to Execute a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with North Ridge Construction, Inc., in an Amount Not to Exceed \$16,500 for Preconstruction Services for remodeling the Old Bus Barn Located on the East Side of the Public Works Facility at 1053 Iron Horse Drive
[Preconstruction Services Staff Report](#)
[Exhibit A: Preconstruction Services Scope](#)
5. Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Ascent Construction, Inc., in the Amount Not to Exceed \$12,000
(A) Public Input (B) Action
[Woodside Park Phase II Construction Manager At Risk Staff Report](#)
[Exhibit A: Ascent Construction Proposal](#)
[Exhibit B: CMAR Agreement - Ascent Construction](#)

VI. OLD BUSINESS

1. Discuss Special Service Contracts
[Special Service Contracts Staff Report](#)
[Attachments A & B: Special Service Contract Recommendations and Funding Distribution](#)

2. Consideration to Approve Ordinance 2019-12, an Ordinance Approving the Park City Heights Phase 3 Subdivision Plat Located at 10 and 30 Sun Ridge Cove
(A) Public Hearing (B) Action
[Park City Heights Phase 3 Staff Report and Ordinance](#)
[Park City Heights Phase 3 Exhibits](#)

VII. NEW BUSINESS

1. Consideration to Approve Ordinance 2019-14, an Ordinance Approving the 139 Main Street Plat Amendment, Located at 139 Main Street, Park City, Utah
(A) Public Hearing (B) Action
[139 Main Street Plat Amendment Staff Report and Ordinance](#)
[139 Main Street Plat Exhibits](#)
2. Consideration to Approve Ordinance 2019-15, an Ordinance Approving the 1137 Lowell Avenue Plat Amendment Located at 1137 Lowell Avenue, Park City, Utah
(A) Public Hearing (B) Action
[1137 Lowell Avenue Plat Amendment Staff Report and Ordinance](#)
[1137 Lowell Avenue Plat Exhibits](#)
3. Consideration to Approve Ordinance 2019-16, an Ordinance Approving the 839 Woodside Avenue Plat Amendment Located at 839 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[839 Woodside Avenue Plat Amendment Staff Report and Ordinance](#)
[839 Woodside Avenue Plat Exhibits](#)
4. Consideration to Continue an Ordinance Approving the 220 Main Street Plaza Subdivision Located at 220 and 250 Main Street, Park City, Utah
(A) Public Hearing (B) Continue to a Date Uncertain
[220 Main Street Plaza Plat Staff Report](#)
5. Consideration to Continue an Ordinance Approving the 269 Daly Avenue Plat Amendment Located at 269 Daly Avenue, Park City, Utah
(A) Public Hearing (B) Continue to April 18, 2019
[269 Daly Avenue Plat Staff Report](#)

VIII. ADJOURNMENT

IX. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Ascent

Construction, Inc., in the Amount Not to Exceed \$12,000

(A) Public Input (B) Action

[Woodside Park Phase II Construction Manager At Risk Staff Report](#)

[Exhibit A: Ascent Construction Proposal](#)

[Exhibit B: CMAR Agreement - Ascent Construction](#)

IV. 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. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Anne Laurent

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

3:30 p.m. - Annexation Discussion

Suggested Action:

Attachments:

[Annexation Staff Report](#)

[Attachment A: Annexation Law Guidelines](#)

[Attachment B: Annexation Checklist](#)



City Council Staff Report

Subject: Annexation Policy
Author: Anne Laurent
Department: Community Development
Date: April 4, 2019
Type of Item: Legislative

The Mayor and City Manager requested staff evaluate for Council consideration expanding Park City's Annexation Expansion Area (AEA) for protecting open space, increasing capacity for affordable housing development, and/or avoid overlaps with the expansion areas with other municipalities. Annexation is regulated by Utah Code at Title 10, Chapter 2 of the State of Utah Code ([link](#)). The current annexation policy is established by Park City's 2014 General Plan ([link](#), p. 34-37) and the Park City Land Management Code (LMC) Chapter 15, Annexation section ([link](#)).

In September 2008, the League of Cities and Towns published *A Guide to Understanding the Annexation Law in Utah* (Attachment A) states an annexation policy include a map of the potential expansion area; criteria that will guide the municipality's decision (community character, need for municipal services, plans for service expansion, method of financing service expansion, tax consequences, interests of all "affected entities"); justification of exclusions within one-half mile of the current municipal boundary; and addresses any comments that may have been made by all "affected entities". Furthermore, the guide outlines the expansion of the annexation boundary, if practicable and feasible, are drawn guided by the following principles:

- *Along the boundaries of existing local and special districts for sewer, water, and other services, along the boundaries of the school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along boundaries of other taxing entities;*
- *To eliminate islands and peninsulas of territory that are not receiving municipal-type services;*
- *To facilitate the consolidation of overlapping functions of local government;*
- *To promote the efficient delivery of services; and*
- *To encourage the equitable distribution of community resources and obligations.*

An annexation consideration, therefore, requires conformance with Park City's adopted General Plan, or adopted annexation plan, to guide the City Council in making decisions including an established checklist of items to consider. Attachment B to this report is the Park City's most current annexation checklist and process flowchart and is consistent with the Utah Code. A simplified overview is the 2014 General Plan supports the consideration of including within the AEA land: North of Park City in Round Valley; east of US40 inclusive of Richardson Flat, Clark Ranch and surrounding area down to the Wasatch County border; and west to incorporate full properties to be within Park City boundaries. However, the support is made contingent upon it being *consistent with the City and County's regional planning goals as well as mandates of the State Code*.

Background

- Any annexation consideration has to comply with Utah Code, Title 10, Chapter 2 ([link](#)).
- Park City's LMC annexation section more specifically outlines the process for annexation consideration once a policy and boundary declaration is in place ([link](#)).
- Park City's 2014 General Plan sets the general policy direction for expanding the AEA ([link](#), p. 34-37) and requires consideration of adjacent County's regional planning goals including Summit County ([link to Snyderville Basin General Plan](#)) and Wasatch County ([link to Wasatch County General Plan](#)). The General Plan states: In addition, the proposed expansion of the AEA east of US40 will allow the City to jointly plan this area in conjunction with the County recognizing that the General Plan recommends this area to primarily be preserved as open space with the consideration of wildlife corridors.
- Park City staff participated in Summit County's 2015 Snyderville Basin General Plan process and land use outcomes.

Most recent AEA or annexation considerations are:

- In 2017 the AEA was expanded to include the portion of Clark Ranch that is west of US40 and a portion of Round Valley, but not east of US40 or the Bonanza Flat area until conservation easements are in place.
- In 2012 the Quinn's Junction Annexation was executed after a joint planning effort with Summit County resulting in the Quinn's Junction Joint Planning Commission Development Principles.

Recommendation

Staff recommends City Council discuss the following annexation policy questions:

1. Does City Council want to move forward on consideration any or all of these potential expansions to the AEA? If so, which ones?
2. Does City Council want to prioritize expanding the AEA to enable consideration of the three annexation areas the City currently owns (Round Valley, Clark Ranch, and Bonanza Flat)?
3. Does the Council wish to prioritize a quick, proactive AEA amendment or start with public engagement, joint county planning and Planning Commission/staff recommendations prior to initiating formal changes, such as considering areas east of HW 40?
4. Does City Council want to provide policy direction on requests inside the current annexation boundary that are not consistent with existing General Plan/policy priorities?
5. Does the City Council want to revise the General Plan for consideration of revising Park City's current annexation boundary that further defines (expands or limits) a joint planning effort?
6. When in the process, would City Council want staff to initiate joint study sessions with adjacent counties and school districts on annexation boundary decisions?

Attachments

- A September 2008 Utah League of Cities and Towns, *A Guide to Understanding the Annexation Law in Utah*
- B Park City Annexation Checklist and Flowchart, Updated July 2015

Understanding



A Guide to Understanding the Annexation Law in Utah

For All Counties Except Salt Lake

Utah Code, Title 10, Chapter 02

Incorporation, Classification, Boundaries, Consolidation, and
Dissolution of Municipalities

http://le.utah.gov/~code/TITLE10/10_02.htm

September 2008



Section I

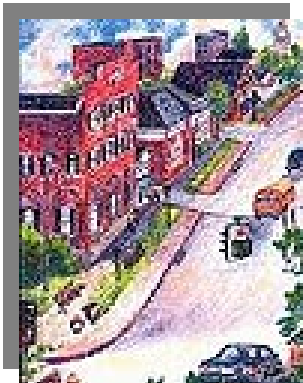
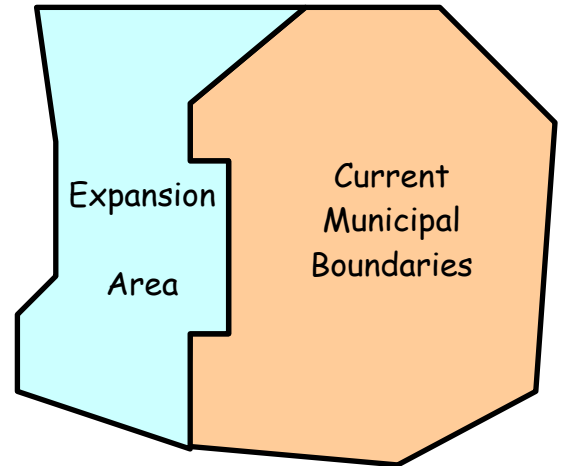
The First Step

The Annexation Policy Plan

A municipality must have an adopted annexation policy plan before annexing any area. The policy plan is intended to help guide the city or town council in making decisions about annexations and help plan for the expansion of services in conjunction with neighboring political entities. It should include a checklist of items to consider as each actual annexation petition is processed.

What must be included in the Annexation Policy Plan?

- 1) A map of the "expansion area" which may include territory located outside the county in which the municipality is located. (The boundaries of the map does not mean that the municipality will or has to annex the area in consideration but simply means it will consider the annexation petition);
- 2) A statement of the specific criteria that will guide the municipality's decision whether or not to grant future annexation petitions, addressing matters relevant to those criteria including:



- The character of the community;
 - The need for municipal services in developed and undeveloped unincorporated areas;
 - The municipality's plans for extension of municipal services;
 - How the services will be financed;
 - An estimate of the tax consequences to residents both currently within the municipal boundaries and in the "expansion area"; and
 - The interests of all "affected entities";
- 3) Justification for excluding from the "expansion area" any area containing urban development within 1/2 mile of the municipality's boundary; and
 - 4) A statement addressing any comments that may have been made by "affected entities." The law requires the planning commission to receive input from "affected entities" at or within ten days after the public meeting held for such purpose.

What the planning commission and the municipal legislative body must do while developing, considering, and adopting an annexation policy plan:

- 1) Attempt to avoid gaps between or overlaps with the expansion areas of other municipalities;
- 2) Consider population growth projections for the municipality and adjoining areas for the next 20 years;
- 3) Consider current and projected costs of infrastructure, urban services, and public facilities necessary to:
 - Facilitate full development of the area within the municipality; and
 - Expand the infrastructure, services, and facilities into the area being considered for inclusion in the "expansion area";
- 4) Consider, in conjunction with the municipality's general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development;
- 5) Consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality; and
- 6) Be guided by the following principles regarding each proposed annexation:

If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:

- Along the boundaries of existing local and special districts for sewer, water, and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;
- To eliminate islands and peninsulas of territory that are not receiving municipal-type services;
- To facilitate the consolidation of overlapping functions of local government;
- To promote the efficient delivery of services; and
- To encourage the equitable distribution of community resources and obligations.



Selected Definitions

Excerpted from Sections 10-9a-103 and 10-2-401 of the Utah State Code

"Affected entity" means:

- (i) a county in whose unincorporated area the area proposed for annexation is located;
- (ii) a local district under Title 17B, Limited Purpose Local Government Entities, Local Districts, or special service district under Title 17D, Chapter 1, Special Service District Act, whose boundaries include any part of an area proposed for annexation;
- (iii) a school district whose boundaries include any part of an area proposed for annexation; and
- (iv) a municipality whose boundaries are within 1/2 mile of an area proposed for annexation.

"Annexation petition" means a petition under Section 10-2-403 proposing the annexation to a municipality of a contiguous, unincorporated area that is contiguous to the municipality.

"Boundary commission"

(1) The legislative body of each county:

- (a) may create a boundary commission on its own initiative at any time; and
- (b) shall create a boundary commission within 30 days of the filing of a protest under Section 10-2-407.

(2) Each commission shall be composed of:

- (a) in a county with two or more municipalities:
 - (i) two members who are elected county officers, appointed by:
 - (A) (I) in a county of the first class operating under a form of government in which the executive and legislative functions are separated, the county executive with the advice and consent of the county legislative body; or
 - (II) in a county of the first class operating under a form of government in which the executive and legislative functions of the governing body are not separated, the county legislative body; or
 - (B) in a specified county, the county legislative body;
 - (ii) two members who are elected municipal officers from separate municipalities within the county, appointed by the municipal selection committee; and

(iii) three members who are residents of the county, none of whom is a county or municipal officer, appointed by the four other members of the boundary commission; and

(b) in a county with only one municipality:

(i) two members who are county elected officers, appointed by the county legislative body;

(ii) one member who is a municipal officer, appointed by the governing body of the municipality; and

(iii) two members who are residents of the county, neither of whom is a county or municipal officer, appointed by the other three members of the boundary commission.

(3) At the expiration of the term of each member appointed under this section, the member's successor shall be appointed by the same body that appointed the member whose term is expiring, as provided in this section.

"City" means a municipality that is classified by population as a city of a first, second, third, fourth, or fifth class under Section 10-2-301.

"Contiguous" if used to describe an area, continuous, uninterrupted, and without an island of territory not included as part of the area; and if used to describe an areas relationship to another area, sharing a common boundary.

"Expansion area" means the unincorporated area that is identified in an annexation policy plan under Section 10-2-401.5 as the area that the municipality anticipates annexing in the future.

"Legislative body" means the municipal council.

"Municipality" means a city of the first, second, third, fourth, or fifth class or a town as classified in Section 10-2-301.

"Owner of real property" shall be the record title owner according to the records of the county recorder on the date of the filing of the petition or protest; and

(b) the value of private real property shall be determined according to the last assessment roll for county taxes before the filing of the petition or protest.

(3) For purposes of each provision of this part that requires the owners of private real property covering a percentage or majority of the total private land area within an area to sign a petition or protest:

(a) a parcel of real property may not be included in the calculation of the required percentage or majority unless the petition or protest is signed by:

(i) except as provided in Subsection (3)(a)(ii), owners representing a majority ownership interest in that parcel; or

(ii) if the parcel is owned by joint tenants or tenants by the entirety, 50% of the number of owners of that parcel;

(b) the signature of a person signing a petition or protest in a representative capacity on behalf of an owner is invalid unless:

- (i) the person's representative capacity and the name of the owner the person represents are indicated on the petition or protest with the person's signature; and
- (ii) the person provides documentation accompanying the petition or protest that substantiates the person's representative capacity; and
- (c) subject to Subsection (3)(b), a duly appointed personal representative may sign a petition or protest on behalf of a deceased owner.

"**Penninsula**" when used to describe an unincorporated area, means an area surrounded on more than $\frac{1}{2}$ of its boundary distance, but not completely by incorporated territory and situated so that the length of a line drawn across the unincorporated area from an incorporated area to an incorporated area on the opposite side shall be less than 25% of the total aggregate boundaries of the unincorporated area.

"**Public hearing**" means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

"**Unincorporated**" means the area outside of the incorporated area of a city or town.

"**Urban development**" means:

- (i) a housing development with more than 15 residential units and an average density greater than one residential unit per acre; or
- (ii) a commercial or industrial development for which cost projections exceed \$750,000 for all phases.

Sample Annexation Plan

An example of the choices one community made in developing their Annexation Policy plan.

PURPOSE.

The annexation requirements specified in this chapter are intended to protect the general interests and character of the community; assure orderly growth and development of the community in terms of utilities and public services; preserve open space, enhance parks and trails; ensure environmental quality; protect entry corridors, view sheds and environmentally sensitive lands; preserve historic and cultural resources; create buffer areas; protect public health, safety, and welfare and ensure that annexations are approved consistent with the city General Plan and Utah state law.

In meeting the goals of the city's annexation policy plan, contained herein, the Planning Department and City Council shall strive to avoid gaps between or overlaps with the expansion areas of other municipalities; consider the population growth projections for the city and adjoining areas for the next twenty (20) years; consider current and projected costs of infrastructure, urban services, and necessary public facilities; facilitate full development of areas within the city; expand infrastructure, services, and facilities into the area being considered for inclusion in the expansion area when practical and feasible; consider, in conjunction with the city's general plan, the need over the next twenty (20) years for additional land suitable for residential, commercial, and industrial development; consider the reasons for including agricultural lands, forests, recreation areas, and wildlife management areas in the city; and be guided by the following principals.

If practical and feasible, boundaries of an area proposed for annexation shall be drawn:

(A) Along the boundaries of existing special districts for sewer, water, fire, and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;

(B) To eliminate islands and peninsulas of territory that are not receiving municipal type services;

(C) To facilitate the consolidation of overlapping functions of local government;

(D) To promote the efficient delivery of services; and

(E) To encourage the equitable distribution of community resources and obligations.

It is the intent of this chapter to ensure that property annexed to the city will contribute to the attractiveness of the community and will enhance the resort image which is critical for economic viability, and that the potential deficit of revenue against expense to the city is not unreasonable. This chapter shall be considered the city's annexation policy plan and declaration.

This chapter hereby incorporates by reference all standards required and suggested by Sections 10-2-401 et. Seq. of the Utah Code annotated 1953, as amended.

GENERAL REQUIREMENTS.

The following specific requirements are hereby established for annexation to the city:

- (A) property under consideration of annexation must be considered a logical extension of the city boundaries.
- (B) Annexation of property to the city must be consistent with the intent and purpose of this chapter and the city General Plan.
- (C) Every annexation shall include the greatest amount of property possible that is a contiguous area and that is contiguous to the city's municipal boundaries.
- (D) Piecemeal annexation of individual small properties shall be discouraged if larger contiguous parcels are available for annexation within a reasonable time frame in order to avoid repetitious annexations.
- (E) Islands of county jurisdiction shall not be left or created as a result of the annexation and peninsulas and irregular boundaries shall be avoided.
- (F) In addition to services provided by existing districts, such as sewer, fire protection, and public schools, the following urban level services, consistent with those normally provided in the rest of the incorporated boundaries will be provided to annexed areas:
 - (1) Police protection;
 - (2) Snow removal on public streets, subject to standard city snow removal policies;
 - (3) Street maintenance on existing streets, provided that such streets have been constructed or reconstructed to city street standards or are acceptable to the city engineer and City Council;
 - (4) Planning, zoning, and code enforcement;

(5) Availability of municipal sponsored parks and recreational activities and cultural events and facilities;

(6) Water services as the area is developed. Existing water treatment and storage facilities may currently be inadequate to provide services to the annexed area. Developers of the annexed area are required to pay for the cost of improvements related to the extension of and connection with the city lines and systems as well as participate in additional improvements such as storage capacity and distribution as necessary for safe, reliable, and efficient water flows.

(G) If feasible and practical, water and sewer lines shall be extended to the area proposed for annexation. Expenses associated with such extension shall be the responsibility of the applicant(s). The city shall determine timing and capacity of extending water and sewer to the proposed annexation area.

(H) Before considering requests for annexation, the city shall carefully analyze the impacts of annexation of an area, taking into consideration whether the area will create negative impacts on the city and considering whether the city can economically provide services to the annexed area. Community issues such as location and adequacy of schools and community facilities, traffic, fire protection, particularly in wildfire/wildland interface zones, usable open space and recreation areas, protection of sensitive lands, conservation of natural resource, protection of view corridors, protection and preservation of historic resources, affordable housing, balance of housing types and ownership, adequate water and sewer capacity to serve the future needs of the proposed annexation area shall also be considered.

(I) Situations may exist where it is in the public interest to preserve certain lands from development where there exist geologic hazards, excessive slopes, flood plains or where the need for preservation of community open space and/or agricultural lands is consistent with the General Plan. In such circumstances, annexations may occur as a means of retaining those lands in a natural state.

(J) The city shall consider annexation of unincorporated areas of the county that are within the annexation expansion area as defined by Exhibit A. Please refer to Planning Department or Legal Department for review of Exhibit A.

(K) In general, the city does not favor annexation of territory which should be located within another municipality, nor does it favor the annexation of unincorporated territory solely for the purpose of acquiring municipal revenues, or for retarding the capacity of another municipality to annex.

(L) Annexations that expand the resort and/or tourist economy, provide second home or rental residential properties, preserve environmentally sensitive lands, and provide significant public open space and/or community facilities are preferred.

Urban Development Within A Municipality's Expansion Area

After the Annexation Policy Plan is adopted, and a copy has been sent to the county legislative body, the county cannot approve urban development within a municipality's expansion area unless:

1. The county notifies the municipality of the proposed development and the municipality consents in writing to the development;
- Or
2. The county notifies the municipality and within the next 90 days after receiving notification, the municipality submits to the county a written objection to the county's approval of the proposed development, and the county responds in writing to the municipality's objections.

Nothing in the statute prohibits or restricts municipalities from negotiating and cooperating in defining their expansion areas. Overlapping expansion areas are not prohibited. The process required for the actual processing of an annexation petition is complex, requires several steps and is summarized in Section II.

Process for Adopting the Annexation Policy Plan

Event	Procedure
Planning Commission Prepares a Proposed Annexation Policy Plan	
Planning Commission Holds a Public Meeting	This meeting is held to allow "affected entities" to examine the proposed annexation policy plan and to provide input on it.
At least 14 days before the public meeting	Planning Commission must provide notice to each "affected entity."
Until 10 days after the public meeting	Planning Commission must accept and consider any additional written comments from "affected entities" and make any modifications they feel is appropriate.
Planning Commission Holds a Public Hearing	
Before the public hearing	Planning Commission may make any modifications to the proposed annexation policy plan that it considers appropriate based on input received from the public meeting and the 10 day period after the meeting.
At least 14 days before public hearing	Planning Commission must provide reasonable notice of the hearing to the public and each "affected entity."
After the public hearing	Planning Commission may make any modifications to the proposed annexation policy plan that it considers appropriate based on input received from the public hearing, and then submit its recommended annexation policy plan to the municipal legislative body.
Municipal Legislative Body Holds a Public Hearing	
At least 14 days before public hearing	Municipal Legislative Body must provide reasonable notice of the hearing to the public and each "affected entity."
After the public hearing	Municipal Legislative Body may make any modifications to the proposed annexation policy plan that it considers appropriate based on input received from the public hearing, and then adopt the recommended annexation policy plan, with or without modifications.
Within 30 days after adopting the annexation policy plan	Municipal Legislative Body must send a copy of the plan to the county legislative body

Section II

Processing the Annexation Petition

How is an Annexation Petition Accepted and Certified by a Municipality?

Criteria a proposed annexation must meet to be accepted by a municipality:



- 1) It is contiguous to the municipality;
- 2) It is a contiguous area;
- 3) The area will not leave or create an unincorporated island or peninsula; and
- 4) The area is within the municipality's expansion area.
- 5) An unincorporated area may not annex when:
 - The sole purpose of the annexation is to acquire municipal revenue or to retard the capacity of another municipality to annex the same or a related area, unless the municipality has the ability and intent to benefit the annexed area by providing municipal services to the annexed area; or
 - The proposed annexation includes part of a parcel of real property and excludes part of that same parcel, unless the owner of that parcel has signed the annexation petition.
- 6) Except in the case of annexing an island or peninsula under Section 10-2-418 Utah Code Anno., annexation requires the filing of a petition.
- 7) If the annexing municipality is annexing area outside of the county in which it is located, the county legislative body must adopt a resolution approving the annexation or a written explanation of its reasons for declining approval.
- 8) If the area to be annexed is within the "conical surface area" of an airport operated or to be constructed and operated by another municipality, the other municipality must adopt a resolution approving the annexation or the annexation may not take place. A municipality that operates or intends to construct and operate an airport and does not adopt a resolution consenting to the annexation of an area may not deny an annexation petition proposing the annexation of that same area to that municipality.

Requirements that must be met in order for an annexation petition to be certified in all counties except counties of the first class:

- 1) The petition must be filed with the city recorder/town clerk of the annexing municipality.
- 2) It must contain the signatures of:

The owners of real property that:

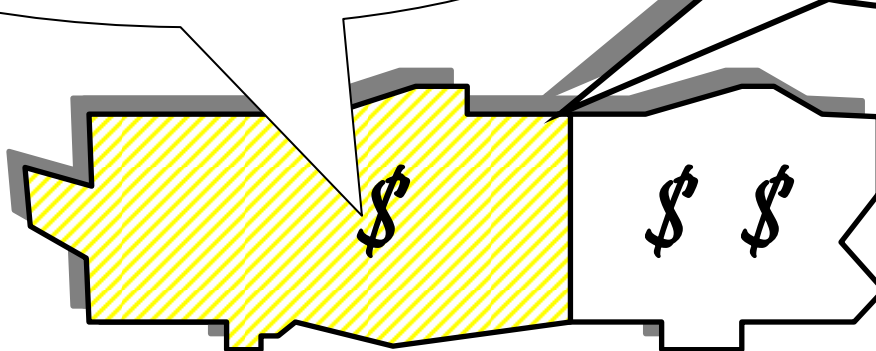
- Is located in the area proposed for annexation;
- Covers a majority of the private land area with the area proposed for annexation (covers 100% of private land if the proposed area is in an Agricultural Protection Area (Utah Code ,Title 17 ,Chapter 41, Agriculture and Industrial Protection Areas); and
- Is equal in value to at least 1/3 of the assessed value of all private real property within the area proposed for annexation.

or

- If all the real property within the area proposed for annexation is owned by a public entity other than the federal government, the owner of all the publicly owned real property.

The petition must be signed by owners of private land that is at least 1/3 the assessed value of all the private land in the proposed annexation.

The petition must be signed by owners of private land that covers a majority of the proposed annexation.



- 3) Be accompanied by an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation; and
- 4) Designate up to 5 of the signers of the petition as sponsors, one of whom shall be designated as the contact sponsor, and indicate the mailing address of each sponsor.
- 5) Include county resolution if part of area is in a county other than the county the annexing municipality is in.

- 6) The petition must not contain any piece of land that has been proposed for annexation under a previously filed petition that has not been denied, rejected, or granted.
- 7) On the date of filing, petition sponsors must deliver or mail a copy of the petition to:
 - County clerk of county or counties where annexing area is located.
 - Chair of the Planning Commission of any Township within (part or whole) the annexing area.

Sample petitions forms are included at the back of this document.

Accepting or Denying a Petition

- 1) A municipal legislative body may:
 - Deny a petition. (Reasons must be listed)
 - Accept a petition for further consideration. (Must provide detailed considerations)
- 2) A petition is automatically deemed accepted if the legislative body fails to act:
 - In second class cities, within 14 days after petition is filed.
 - In third thru fifth class and towns, at the next regularly scheduled meeting of the legislative body that is at least 14 days after the petition has been filed.
- 3) If petition is denied, within 5 days of denial, legislative body must mail written notice of denial to contact sponsors, county clerk, and chair of township Planning Commission.
- 4) If petition is accepted by vote or default, the city recorder or town clerk must, within 30 days of the acceptance:
 - Obtain records from assessor, clerk, surveyor, and recorder needed to determine whether petition meets petition requirements. These records must be provided to the recorder/clerk.
 - With assistance of municipal attorney, determine whether petition requirements are met.
- 5) If requirements are met, recorder/clerk must certify the petition and mail or deliver written notification to:
 - Municipal legislative body.
 - Contact sponsor.
 - County legislative body.
 - Chair of township Planning Commission.
- 6) If petition fails, recorder/clerk must send notice to the same individuals or groups listed in paragraph 5 above, identifying the reasons for the rejection.
- 7) The rejected petition may be modified to correct the deficiencies and then refiled. The original signatures may be used and the process then starts anew.

What is Required in the Notice Sent to Affected Entities?

After receiving the Notice of Certification, the municipal legislative body must:

- 1) Publish a notice once a week for 3 consecutive weeks, beginning no later than 10 days after receipt of the notice of certification, in a newspaper of general circulation within:
 - The area proposed for annexation;
 - The unincorporated area within ½ mile of the area proposed for annexation; or
 - Post written notices in conspicuous places within those areas.
- 2) Within 20 days of receipt of notice of certification, mail written notice to affected entities.

The law requires that these notices:

- 1) State the petition has been filed with the municipality proposing the annexation of an area to the municipality.
- 2) State the date of the municipal legislative body's receipt of the notice of certification.
- 3) Describe the area proposed for annexation in the annexation petition.
- 4) State that the complete annexation petition is available for inspection and copying at the office of the city recorder/town clerk.
- 5) State in conspicuous and plain terms that the municipality may grant the petition and annex the area described in the petition unless, within 30 days after the date of the municipal legislative body's receipt of the notice of certification, a written protest to the annexation petition is filed with the boundary commission and a copy of the protest delivered to the city recorder/town clerk of the proposed annexing municipality (the statement must specify a deadline date to file a protest).
- 6) State the address of the boundary commission or, if a boundary commission has not yet been created in the county, the county clerk, where protest to the annexation petition may be filed.
- 7) State that the area proposed for annexation:
 - Will be automatically annexed to a local fire, paramedic, and emergency services district, if an election was not required and if the annexing municipality is entirely within the district.
 - Will be automatically withdrawn from a local district providing fire, paramedic, and emergency services if no election was required to create it and

if the proposed annexing municipality is not within the boundaries of the local district.

- 8) State the deadline (actual date) for filing a written protest.

If no protest is filed during the protest period:

- 1) The municipal legislative body must hold a public hearing. At least 7 days before the hearing, the municipal legislative body must publish a notice:

- In a newspaper of general circulation within the municipality and the area proposed for annexation;

Or

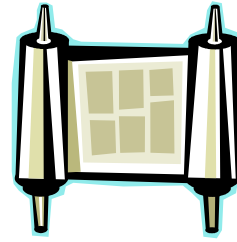
- If there is no newspaper of general circulation in those areas, post written notices of the hearing in conspicuous places within those areas that are most likely to give notice to residents within those areas.

- 2) If no timely protest is filed, the legislative body may grant the petition and by ordinance, annex the area that is the subject of the petition

What is Required in a Protest?



- 1) It must be filed by a legislative or governing body of an "affected entity."
- 2) It must be filed no later than 30 days after the municipal legislative body's receipt of the notice of certification.
- 3) It must be filed with the boundary commission, or if there is no boundary commission yet, with the county clerk.
- 4) The party filing the protest must, on the same date, deliver or mail a copy of the protest to the city recorder/town clerk of the proposed annexing municipality.
- 5) It must state each reason for the protest of the annexation petition.
- 6) It must include justification for the protest under the standards of the annexation statute.
- 7) It must contain other information that the commission by rule requires or that the party filing the protest considers pertinent; and
- 8) It must state the name and address of the contact person within the protesting entity who is to receive notices sent by the commission with respect to the protest proceedings.



Annexation Without a Petition.

A municipality may annex an unincorporated area without a petition if:

- 1) The area to be annexed consists of one or more unincorporated islands within or unincorporated peninsulas contiguous to the municipality;
- 2) The majority of each island or peninsula consist of residential or commercial development;
- 3) The area proposed for annexation requires the delivery of municipal-type services; and
- 4) The municipality has provided most or all of the municipal-type services to the area for more than 1 year.

Or

- 5) The area to be annexed consists of one or more unincorporated islands or peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and
- 6) The municipality has provided one or more municipal type services to the area for at least one year.

A municipality doesn't have to annex all of the area proposed for annexation if:

- 1) In the resolution indicating the municipality's intent to annex the subject property, the legislative body determines that not annexing all of the island or peninsula is in the municipalities best interest; and
- 2) The entire unincorporated island of which the annexing area is a part, has less than 800 residents.

The annexing municipality's legislative body must:

- 1) Adopt a resolution of intent to annex, describing the area to be annexed.
- 2) Publish notice within 14 days of the adoption of the resolution of intent to annex:

- Once a week for 3 successive weeks in a newspaper of general circulation within the municipality and the area proposed for annexation; or
 - If no newspaper, post 1 notice per 1000 population in places likely to give notice to residents.
- 3) Send written notice of proposal to each county and local and special district within, all or part of the annexing area is located.
 - 4) Hold a public hearing no earlier than 30 days after the adoption of the annexation intention resolution.

The notice must:

- 1) State that the municipal legislative body has adopted a resolution indicating its intent to annex the area proposed for annexation;
- 2) State the date, time, and place of the public hearing;
- 3) Describe the area proposed for annexation; and
- 4) State in conspicuous and plain terms that the municipal legislative body will annex the area unless, at or before the public hearing, written protests to the annexation are filed by the owners of private real property that:
 - Is located within the area proposed for annexation;
 - Covers a majority of the total private land area within the entire area proposed for annexation; and
 - Is equal in assessed value to at least $\frac{1}{2}$ the assessed value of all private real property within the entire area proposed for annexation.

The legislative body may annex the area:

- 1) After the public hearing by adopting an ordinance annexing the area.
- 2) Unless at or before the hearing, written protests to the annexation have been filed with the city recorder/town clerk by the owners of private real property that:
 - Is located in the annexing area;
 - Covers the majority of private land in the annexing area; and
 - Equals at least $\frac{1}{2}$ the value of all private real property within the annexing area.
- 3) Protests do not have to be considered if owners of 75% of total private land representing 75% of the value of private land within the annexing area, have consented in writing to the annexation.
- 4) Once the ordinance is adopted, the property is annexed.
- 5) If valid protests are timely filed, the annexation is terminated; however, a municipality may exclude the protesting parcels and annex the rest.

Be sure to send out all the notices and do all the filing required at the conclusion of a regular annexation.

Annexation Timeline

Note: In the case of a city of the third, fourth, or fifth class or a town, all of the dates and requirements are triggered at the next regularly scheduled meeting of the municipal legislative body that is at least 14 days after the date the petition was filed.

First Month						
Annexation petition submitted	1	2	3	4	5	6
7	8	9	10	11	12	13
14 Deadline for city council to accept or deny petition (1 st & 2 nd class) or next meeting after 14 days (all others).	15 If city council has failed to act, petition is accepted.	16	17	18	19 If petition was denied, deadline for recorder to send notices.	20
21	22	23	24	25	26	27
28	29	30	31			

Second Month

32	33	34	35	36	37	38
39	40	41	42	43	44 If petition was accepted, deadline for recorder to certify and send notice.	45
46	47 City council receives notice of certification.	48	49	50	51	52
53	54	55	56	57 Deadline for city to publish notice of proposed annexation.	58	59
60	61					

Third Month

62	63	64	65	66	67 Deadline for City to send notice to affected entities.	68
69	70	71	72	73	74	75
76	77 Deadline for affected entities to file protest.	78 If no protest, city may grant annexation after a public hearing. (7-day notice)	79 If protest is pending, city may deny petition at next meeting.	80	81	82
83	84	85	86	87	88	89
90	91	92				

Fourth Month

93	94	95	96	97	98	99
100	101	102	103	104	105	106
107 Deadline for boundary commission to hold hearing on protests.	108	109	110	111	112	113
114	115	116	117	118	119	120
121	122					

Fifth Month

123	124	125	126	127	128	129
130	131	132	133	134	135	136
137 Deadline for boundary commission to send copies of written decision	138 City may deny or grant petition subject to commission decision	139	140	141	142	143
144	145	146	147	148	149	150
151	152	153				

Are We Done Yet?



When is an annexation final?

An annexation or boundary adjustment is completed and takes effect on the date the lieutenant governor issues a certificate of amended articles or if no articles, a certification or annexation.

What must be filed upon annexation?

Within 30 days after enacting an annexation ordinance or changing the boundary a municipal legislative body must:

- 1) Send written notice to each affected entity;
- 2) File with the lieutenant governor and the Utah Department of Health, a copy of the ordinance with a map or plat prepared by a licensed surveyor (with evidence it has been recorded by county recorder), approved by legislative body and filed with county surveyor plus a copy of amended articles of incorporation or a notice of adoption of ordinance with a copy of the ordinance and certification from the legislative body that all legal requirements are met.
- 3) Notice to special districts as soon as practicable if boundaries are affected.

Conclusive Presumption.

There is a conclusive presumption that an area has been validly annexed if:

- 1) The municipality has levied and taxpayers have paid, property tax for more than one year after annexation; and
- 2) No resident has contested the annexation in court during the year following the annexation.

**Summary of Annexation Process With a Petition for All Counties
Except Salt Lake County * See page 19 for process without a petition**

Event	Procedure		
Annexation Policy Plan Adopted			
As of Dec. 31, 2002	Policy plan must be adopted before annexing any properties.		
Petition for Annexation Submitted			
Within 14 days after submitted petition	Municipal legislative body accepts or denies petition		
If municipality denies petition:			
Within next 5 days	Municipality mails written notice of denial to the contact sponsor, county clerk, and chair of planning commission of any township of which proposed area is located.		
If municipality accepts petition:			
Within next 30 days	Clerk/recorder determines if petition meets requirements; and	If petition meets requirements, certifies and sends written notice of certification to the municipal legislative body, contact sponsor, county legislative body, and chair of the planning commission of any applicable township.	If petition fails requirements, sends written notice of rejection, and reasons for rejection to the municipal legislative body, contact sponsor, county legislative body, and chair of the planning commission of any applicable township.
If municipality fails to act on petition:	It is considered to be an acceptance of the petition.		

Notice of Certification is Received by Municipal Legislative Body	
Within 10 days after the municipal legislative body's receipt of notice of certification	Municipal legislative body must publish a notice of the proposed annexation at least once a week for 3 successive weeks.
Within 20 days after the municipal legislative body's receipt of notice of certification	Municipal legislative body must mail written notice to each "affected entity."
Within 30 days after the municipal legislative body's receipt of notice of certification	The legislative body or governing board of an "affected entity" may file a protest to the boundary commission.
If No Protest is Filed During Protest Period	
After a public hearing	Municipal legislative body may grant the petition and, by ordinance, annex the area subject to the petition.
If a Protest is Filed by an "Affected Entity" During the Protest Period	
Within 30 days after the expiration of the protest period	Boundary commission must hold a hearing on all the protests of the annexation petition.
At next regular meeting after the expiration of the protest period	Municipal legislative body may deny the annexation petition.
<i>If municipal legislative body denies the annexation petition:</i>	
Within 5 days after the denial	Municipal legislative body must send notice of denial to the contact sponsor, boundary commission, and each entity that filed a protest.

When Boundary Commission is Required to Hold a Hearing	
Within 30 days after the hearing	Boundary Commission must issue a written decision and send copies to the county legislative body, municipal legislative body, contact person of petition, contact person of each entity that filed a protest.
After municipal legislative body receives boundary commission's decision	Municipal legislative body may deny or grant the annexation subject to the boundary commission's decision.
Notice Provisions After enacting ordinance	
	Within 30 days after enacting the ordinance annexing area send notice to each affected entity, the Lieutenant Governor and Department of Health. Each must receive a certified copy of the ordinance with a map or plat prepared by a licensed surveyor (with evidence that it has been recorded by the county recorder) that has been approved by the legislative body and filed with the County Surveyor. A copy of amended articles of incorporation or a notice of adoption of the ordinance with a copy of the adopted ordinance and certification from the legislative body that all legal requirements have been met must also be included.
Notice to special districts as soon as practicable if boundaries are affected.	

SAMPLE

Annexation Petition Form

1. **Date of filing with the City Recorder:** _____ **Fee paid:** \$_____
2. **Property Description: (Attach Property Ownership Plat showing all private properties and percentages of land ownership in proposed area)**
3. **Reasons for Annexation:** _____

4. **Petition Criteria: ((10-2-403 UCA) (Circle answer on each)**
 - a. **All Petitioners are the owners of private real property located within the area proposed for annexation? (yes) (no)**
 - b. **The area being petitioned covers a “Majority of the private land area” within the area proposed for annexation? (yes) (no)**
 - c. **The area covers 100% of the private land area within the proposed area? (yes) (no)**
 - d. **The petition is accompanied by an accurate and recordable map prepared by a licensed surveyor? (yes) (no)**
 - e. **The petition designates up to five (5) of the signers as Sponsors and one (1) Contact Sponsor with the mailing address of each? (yes) (no)**
5. **Is any of the land in this petition located within a previously filed annexation petition that has not been acted upon by the City Council? (yes) (no) Please specify:**
6. **Petitioners names and signatures:**

Typed Names

Signatures

Mail Address

Phone

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. Date of City Council Review: _____ Action Taken: (Deny) (Accept)
(The Council Should note that a decision must be made within 14 days of the receipt of the petition or it is considered Accepted.)
9. City Recorder review with County, etc.: Date of meeting: _____ ***(The Recorder should note that this meeting and certification must occur within 30 days of the Council decision to accept)***
10. City Recorder Notice of Certification of Annexation Petition: ***(See Certification Form) Attach to this Petition.***
11. City Council Publication of Notice of Intent to Annex once a week for three consecutive weeks beginning no later than ten days after receipt of Recorder Notice of Certification. ***(Attach copy of all publications)***
12. City Council mail written notice to affected entities within twenty (20) days of the Recorder Notice of Certification. Attach copies of all notices sent.
13. Public hearing held unless protest is filed. ***(Attach copy of public hearing minutes if held and Resolution of Annexation).***
14. If protested, Boundary Commission appointed and hearing held to review petition and protest. Council can deny annexation petition before the Boundary Commission meets, or wait until Boundary Commission rules and then decide.

Signed: _____ ***Date:*** _____

Mayor or City Manager as designated by City Council

Attest:

_____ ***Date:*** _____

City Recorder

SAMPLE

Annexation Petition Certification

Whereas the City of XXXXXXXX has adopted an Annexation Policy Plan by ordinance defining those areas that the City will consider for annexation and the process for consideration of annexation petitions, and

Whereas the attached petition for annexation has been delivered to the City Recorder of XXXXXXXX City consistent with the Annexation Policy Plan, and

Whereas the City Council has reviewed this petition and instructed the City Recorder to meet with the County Clerk, County Recorder and County Attorney to determine in the petition meets the requirements of Utah Law for further consideration, and

Whereas the City Recorder has met with the County Clerk, Recorder, and Attorney and has determined that the attached petition meets the conditions of Utah Law for further consideration by XXXXXXXX City.

Now therefore, the City Recorder hereby submits this Certification to the City Council of XXXXXXXX City along with the attached Annexation Petition for further consideration consistent with the Annexation Policy Plan and Utah Law.

Signed: _____ Date: _____

City Recorder

Date of Delivery to City Council: _____

SAMPLE

Non-Petition Annexation Form

Date Initiated: _____ Pursuant to Utah Law

1. Identification of Area that qualifies to be annexed, the reason, tax impact, services available, etc..
2. Council Resolution indicating its intent to annex the area.
3. Publish a Notice of the City intent to annex in the paper and send to affected entities the same notice including:
 - a. State the date, time, and place of the public hearing;
 - b. Describe the area proposed for annexation; and
 - c. State in conspicuous and plain terms that the City Council will annex the area unless written protests to the annexation are filed by the owners of private real property.
 - d. State that the area covers a majority of the total private land area within the entire area proposed for annexation; and
 - e. State that the property being annexed is equal in value to at least 1/2 the value of all private real property within the entire area proposed for annexation.
4. Pursuant to Utah Law the first publication of the notice required shall be within 14 days of the municipal legislative body's adoption of the resolution on their intent to annex the area.
5. The City Council shall hold a public hearing on the proposed annexation no earlier than 60 days after the adoption of the resolution of the City's intent to annex. Upon conclusion of the public hearing the City Council shall adopt an ordinance annexing the area proposed for annexation under this section unless, at or before the hearing, written protests to the annexation have been filed with the City Recorder by the owners of private real property that:
 - A. Is located within the area proposed for annexation;
 - B. Covers a majority of the total private land area within the entire area proposed for annexation; and
 - C. Is equal in value to at least 1/2 the value of all private real property within the entire area proposed for annexation.
6. If qualified protests are filed according to #5 above, the City Council shall not adopt an ordinance annexing the area proposed for annexation, and the annexation proceedings under this section shall be considered terminated.

Process has been completed according to Utah Law and this Ordinance.

Signed: _____ Date: _____

Mayor

***SPECIAL THANKS TO GARY CRANE, LAYTON CITY ATTORNEY,
FOR HIS INVALUABLE ASSISTANCE AND TIME IN THE PREPARATION OF
THIS PUBLICATION***

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ANNEXATION CHECKLIST AND FLOWCHARTS

Park City Municipal Corporation
updated July 2015

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Flowchart – Annexing without Petition	

1. SUBSTANTIVE REQUIREMENTS

REQUIREMENT	STATUTE	DATE
A. Cannot include property currently under consideration - for annexation under a petition on which a final decision has not yet been made; - for incorporation under State law; or - for establishment of a township, until after a canvass of an election on the proposed township under UCA § 17-27a-306.	UCA § 10-2-403(4) LMC § 15-8-3(G) LMC § 15-8-3(H) UCA § 10-2-402(8)	
B. Consistent with intent and purpose of LMC and General Plan <i>City should carefully analyze impacts of annexation. Public interest may weigh in favor of annexing to preserve certain land from development. City favors annexations that further its priorities –tourist economy, open space, etc. – and disfavors annexations which should be located in another municipality.</i>	LMC § 15-8-2(B) LMC §§ 15-8-2(I), (K) – (L)	
C. Drawing the annexation area <i>The annexation area must:</i> - be within City's annexation expansion area; - be internally contiguous; - be contiguous to City; - not leave or create unincorporated islands or peninsulas; - include the greatest amount of contiguous property possible; - be considered a logical extension of City boundaries; - not split an individual parcel unless that owner signs the petition.	UCA § 10-2-402(1)(b) UCA § 10-2-402(3) LMC §§ 15-8-2(A) – (E), (J)	
D. If practicable and feasible, boundaries must be drawn: - along boundaries of local districts, special service districts, school districts that match City boundaries, and other taxing entities; - to eliminate islands and peninsulas; - to facilitate consolidation of local government functions; - to promote efficient delivery of services; and - to encourage equitable distribution of community resources and obligations.	UCA § 10-2-403(6) LMC §§ 15-8-1(A) – (E)	
E. Municipal services provided <i>City will provide police, street maintenance, planning and zoning, snow removal, code enforcement, and municipal parks and activities. If feasible and practical, water and sewer lines will be extended to annexation area and city will provide those services. Petitioners will pay new water/sewer infrastructure costs. City will determine timing of providing water and sewer services.</i>	LMC §§ 15-8-2(F) – (G)	
F. Certain purposes disallowed <i>Cannot annex solely to (a) acquire revenue or (b) retard other municipality's annexation of the area – unless City has ability and intent to benefit the annexation area by providing municipal services.</i>	UCA § 10-2-402(4) LMC § 15-8-2(K)	
G. Cannot jeopardize general obligation or revenue bonds <i>Bondholder can require payment from property taxes of annexation area</i>	UCA § 10-2-420	

after it shifts to City, if the county issued the bond before annexation.

H. Annexation area in Wasatch County <i>County Council must adopt resolution approving the annexation. If the Council declines the annexation, it must provide a written explanation.</i>	UCA § 10-2-402(6)	
I. Annexation area in Salt Lake County <i>County Council must adopt resolution approving the annexation. If the Council declines the annexation, it must provide a written explanation.</i> <i>In addition, the State code treats annexations in first-class counties – Salt Lake County being the only one that fits the criteria – much differently than those in other counties. At the right is a list of provisions that impose additional or different conditions on annexation in Salt Lake County.</i>	UCA § 10-2-402(6) UCA § 10-2-403(2) UCA § 10-2-403(3)(d)(ii) UCA § 10-2-403(3)(e) UCA § 10-2-403(5) UCA § 10-2-406(2)(c) UCA § 10-2-407(1)(a)(ii) UCA § 10-2-407(1)(b) UCA §§ 10-2-407(2)(d) UCA § 10-2-407(3)(a)(ii)(D) UCA § 10-2-413 UCA § 10-2-414 UCA § 10-2-415(1)(a) UCA § 10-2-416(2)(e) UCA § 10-2-416(3) UCA § 10-2-425(4)(a)	
J. Special situations <i>Special rules apply to:</i> ▪ military installation project areas (402(9)); ▪ land near an airport operated by another municipality (402(7)); and ▪ areas with pending petitions to establish townships (402(8)). <i>Townships: There are various rules for when the annexation area includes at least part of a county township. At this point, there are not any townships in Summit or Wasatch County. But if that changes, these rules – most of which deal with notices sent by the city – should be observed.</i> <i>Emergency Services: If (a) the City intends to provide ambulance and paramedic services to the annexed area and (b) those services are currently provided by another licensee under UCA § 26-8a-101 et seq., then the City must involve the Utah Dept. of Health as follows:</i> ▪ At least 45 days before petition approval, certify to Dept. of Health that City will be able to meet or exceed the current level of service. ▪ Within three days after the petition is filed, provide written notice to (1) the existing licensee and (2) the Dept. of Health. ▪ Immediately after petition approval, send certified copy of ordinance and final plat to the Dept. of Health (see Section 6.D below).	UCA §§ 10-2-402(7) - (9) Townships UCA § 10-2-403(3)(c) UCA § 10-2-403(7) UCA § 10-2-405(1)(b) UCA § 10-2-407(3)(a)(ii) UCA § 10-2-407(3)(b)(i) Emergency Services UCA § 10-2-425(1)(b)(iii) UCA § 26-8a-414	

2. THE PETITION

REQUIREMENT	STATUTE	DATE
A. Petition filed with City Recorder <i>Initiates the annexation process.</i>	UCA § 10-2-403(3)(a) LMC § 15-8-3(A)	

B. Petition must contain all of the following:

1. Signatures needed

UCA § 10-2-403(3)(b)
LMC §§ 15-8-3(A)(1) - (3)

- of owners whose private property covers a majority of the private land within the annexation area AND equals at least 1/3 of the value of all property within the annexation area; or
- if within an Agriculture Protection Area under UCA 17-41 or Migratory Bird Production Area under UCA 23-28, of 100% of private property owners; or
- if owned entirely by public entity other than federal government, of owner of all the publicly owned property.

Note: An owner who signed the petition may withdraw his/her signature by filing written withdrawal with the City Recorder no later than 30 days after City Council's receipt of notice of certification. (See section 3.F below). (UCA § 10-2-403(8)).

2. Accurate, recordable map and plat of survey

UCA § 10-2-403(3)(d)(i)
LMC § 15-8-3(B)

Must be prepared and certified by a licensed surveyor, and contain each individual ownership sought to be annexed.

3. List of sponsors, with one designated as contact sponsor

UCA § 10-2-403(3)(g)
LMC § 15-8-3(A)(4)

May include up to five sponsors. Must include mailing address of each sponsor.

4. Copy of County resolution

UCA § 10-2-403(3)(f)

If located outside Summit County. (see items 1.H and 1.I above).

5. Documents concerning development

LMC § 15-8-3(C)

If intended for development, must include:

- anticipated timeline for development;
- master planned development applications;
- preliminary subdivision plat stating desired zoning designations and showing proposed zoning district lines.

6. Statements regarding owned waters

LMC § 15-8-3(F)

*Disclosure of all waters owned or historically utilized on property in annexation area **and** statement from water owner(s) as to estimated value or price at which is/are willing sell to the city.*

7. Comprehensive review/analysis of surrounding property

LMC § 15-8-3(J)
LMC § 15-8-5(E)

- in sufficient detail for city to determine long-term impacts;
- including all property within 1.5 miles of annexation area, but Planning Director can adjust up to 1/2 mile;
- performed by qualified land use planner with assistance from other professionals, whom city may select; and
- including analysis of vegetation, wildlife, view corridors, resources, geological features, road systems, utilities, open space and recreation, land uses, community facilities, etc.

C. Copies mailed/delivered by petitioners (at time of filing petition)	UCA § 10-2-403(7) LMC § 15-8-3(l)	
▪ to county clerk for county in which the property is located; and ▪ to chair of any planning commission with review authority and jurisdiction over the property.		

3. CERTIFICATION

REQUIREMENT	STATUTE	DATE
A. Planning Director reviews petition	LMC § 15-8-4(B)	
▪ Determines feasibility. ▪ Provides written recommendation to City Council.		
B. Factors to analyze before accepting for further review	LMC § 15-8-2(H)	
▪ Whether annexation will create negative impacts on City; ▪ Whether City can economically provide services to annexation area; ▪ Community issues such as: ○ location and adequacy of schools and community facilities; ○ fire protection (esp. in Wildfire/Wildland Interface Zones); ○ usable open space and recreation areas; ○ protection of view corridors; ○ protection and preservation of historic resources; ○ affordable housing; ○ balance of housing and ownership types; and ○ adequate water and sewer capacity to serve future needs.		
C. City Council denies or accepts petition for further review	UCA § 10-2-405(1)(a)	
<i>If not done within 14 days, it is deemed accepted.</i>		
D. If denied, mail written notice within five days	UCA § 10-2-405(1)(b)	
<i>To the petition's contact sponsor and the county clerk.</i>		
E. If accepted, City Recorder certifies or rejects within 30 days	UCA § 10-2-405(2) LMC § 15-8-4(C)	
<i>City Recorder must (a) review petition to verify it complies with requirements listed in sections 1 and 2 above; (b) either certify or reject petition based on that review; and (c) notify in writing City Council, the petition's contact sponsor, and the county council.</i>		
<i>Note: If rejected, petition may be modified to bring it into compliance and re-filed. Will be treated as a new petition, but signatures on the first one can be used for the second one. (see UCA § 10-2-405(3)).</i>		
F. Notice of certification	UCA § 10-2-406(1) LMC § 15-8-4(D)	
<i>If petition is certified, City Council must publish notice:</i> ▪ in a newspaper of general circulation in the annexation area at least once a week for three consecutive weeks, beginning no later than 10 days after being notified of certification; ▪ on Utah Public Notice Website for three consecutive weeks, beginning within 10 days after being notified of certification; and ▪ by mail within 20 days to each "affected entity."		

Note: “Affected entity” includes (a) the county in which the unincorporated land is located; (b) local or special service districts which include any part of the proposed annexation area; (c) school districts which include any part of the proposed annexation area if the district boundary will be affected by the annexation; and (d) municipalities within 1/2 mile of the annexation area. (UCA § 10-2-401(1)(a)).

G. Contents of notice	UCA § 10-2-406(2)	
▪ Statement that petition to annex area has been filed; ▪ Date that City Council was notified of certification; ▪ Description of area proposed for annexation; ▪ Statement that complete petition is available for inspection and copying at City Recorder’s office; ▪ Statement in conspicuous and plain terms that City may grant the petition unless, within 30 days, a written protest is filed with the county boundary commission and a copy delivered to City Recorder; ▪ Address of the county boundary commission; and ▪ Where applicable, statement that the area will be automatically annexed to or withdrawn from a local district providing fire, paramedic, and emergency services, or law enforcement services, if no election was required to form the district. ○ (annexed if City is entirely within the district). ○ (withdrawn if City is not within the district).		

Note: State the actual date by which the protest must be filed instead of a general reference like “within 30 days” or “within the time prescribed by section 10-2-406 of the state code.”

4. PROTESTS

REQUIREMENT	STATUTE	DATE
A. Only affected entities can file a protest <i>By the legislative body or governing board.</i>	UCA § 10-2-407(1)(a)(i)	
B. Must be filed within 30 days of notice of certification <i>Protests must be filed with the county boundary commission, which is created under UCA § 10-2-409.</i>	UCA § 10-2-407(2)(a)(i)	
C. Copy of protest must be delivered/mailed to City Recorder <i>Must be sent same day that protest is filed with boundary commission.</i>	UCA § 10-2-407(2)(b)	
D. Contents of protest ▪ Each reason for protest; ▪ Justification for protest under state code; ▪ Other information that the boundary commission requires or that the filing party considers pertinent; ▪ Name and address of contact person to receive notices from the boundary commission.	UCA §§ 10-2-407(2)(a)(ii) UCA §§ 10-2-407(2)(a)(iii) UCA §§ 10-2-407(2)(a)(iv)	

E. City Council action while protest is pending	UCA § 10-2-407(3)(a)(i)	
<i>May deny the petition at its next regular meeting after the protest deadline passes. City Council cannot take any other action until the boundary commission issues its decision.</i>		
F. Notice of denial	UCA § 10-2-407(3)(a)(ii)	
<i>If City Council denies petition subsequent to a protest being filed, it must send notice of the denial within five days in writing to:</i> ▪ the petition's contact sponsor; ▪ the county boundary commission; and ▪ each affected entity that filed a protest.		
G. Hearing on protest	UCA § 10-2-415(1)(b)	
<i>Within 30 days of expiration of protest filing deadline, the boundary commission must hold a hearing on all protests filed. Must publish notice (1) stating time and place of hearing, (2) summarizing the nature of the protest, and (3) stating that a copy of the protest is on file at the boundary commission's office.</i>		
H. Action after hearing	UCA § 10-2-415(1)(b)(iv) UCA § 10-2-416(1)	
<i>After hearing, the boundary commission may (a) approve the annexation, with or without conditions; (b) make minor modifications to the annexation and approve it; or (c) disapprove it. Must consider whether the annexation (1) complies with requirements of state code, (2) conflicts with another municipality's annexation policy plan, or (3) will have adverse tax consequence on the remaining unincorporated areas.</i>		
I. Written decision	UCA § 10-2-416(2)	
<i>Boundary commission must issue written decision within 30 days after hearing and send a copy to county council, City Council, the petition's contact person, and each affected entity that filed a protest.</i>		

5. APPROVAL

REQUIREMENT	STATUTE	DATE
A. Review process before final action	LMC § 15-8-5(A)	
<i>After its decision to accept petition for review, City Council cannot take final action until staff review team and Planning Commission have reviewed the petition.</i>		
B. Staff review team	LMC § 15-8-5(A)	
<i>Composed of at least each of the following, or their designees: Planning Director, City Engineer, Director of Public Works, Fire Marshall, Police Chief, representatives from utility providers, and Park City School District Superintendent.</i>		
C. Report to Planning Commission	LMC § 15-8-5(B)	
<i>Based on the staff review team's work, the Planning Department will prepare a report and recommendation for referral to the Planning</i>		

Commission. The report will include, at least:

- Ability to meet general annexation requirements;
- Accurate map of annexation area showing boundaries, ownership, topography, and major natural features;
- Current and potential population and densities of the area;
- Present and proposed land uses;
- Character and development of adjacent properties;
- Present and proposed zoning;
- Statement as to how the area will contribute to goals and policies of Park City General Plan;
- Assessed valuation of properties;
- Potential demand for municipal services and consequential need for land use regulation;
- Effect on city boundaries and potential for future islands, undesirable boundaries, and difficult service areas;
- Specific timetable for extending services and how to finance;
- Potential revenue compared to expected service costs;
- Estimate of tax consequences to residents of the area;
- Comments of other local governments regarding the annexation and its impact on needs, goals, and objectives; and
- Location and description of historic or cultural resources.

D. Planning Commission holds public hearing <i>After referral from the Planning Director.</i>	LMC § 15-8-4(E)	
E. Planning Commission recommendation <i>Following the public hearing, the Planning Commission must make a recommendation on the annexation to City Council.</i>	LMC § 15-8-4(E)	
F. City Council holds public hearing <i>After receiving Planning Commission's recommendation, and after any protests resolved, City Council will set a public hearing on the petition.</i> <i>Notice: At least seven days before the hearing, City Council must publish notice of the hearing in a newspaper of general circulation and on the Utah Public Notice Website.</i>	UCA § 10-2-407(3)(b)(ii) LMC § 15-8-4(E)	
G. Decision <i>After public hearing, City Council may deny the petition or approve it.</i> Note: The ordinance and annexation agreement should be signed at the same time. (See 5.I below). Once it appears that the terms of the annexation agreement are set, it is advisable to get the petitioners' signatures on the agreement prior to the meeting at which City Council approves the annexation so that the agreement can be fully executed at that time. The final plat does not necessarily need to be signed at the same time, but as there are deadlines for filing it with the Lieutenant Governor and County Recorder, it is also advisable to have the plat approved and signed ahead of or in conjunction with the ordinance approving the annexation.	UCA § 10-2-407(3)(b)(i) UCA § 10-2-408(1) LMC § 15-8-4(E)	
H. Zoning designation <i>At the same time it enacts the ordinance, City Council will assign a</i>	LMC §§ 15-8-4(E), (G)	

zone to the annexed property, and all applicable zoning and LMC sections will be in effect with regard to the annexed property.

I. Annexation agreement

LMC § 15-8-5(C)

At the same time as it approves the petition, City Council will also approve and record with the Summit County Recorder an annexation agreement which contains certain conditions that must be met, including but not limited to:

- transfer of usable water rights to serve development;
- additional improvements necessary for water system;
- dedication of streets, trails, utilities, and rights-of-way;
- phasing of project to insure adequacy of public facilities;
- payment of park land acquisition fees, dedication of open space or conservation areas, and payment of impact fees;
- provision of affordable housing;
- submittal of site and architectural plans for review;
- flood plain management or preservation of sensitive lands;
- analysis and survey of historic and cultural resources;
- analysis of fiscal impacts;
- fees paid in lieu of satisfying certain conditions;
- comprehensive review of surrounding property (see II.10 above);
- any other condition reasonably related to health, safety, or welfare or a particular negative impact of the project; and
- for annexations inside the boundaries of the Quinn's Junction Area Study, a finding that the annexation is consistent with the conclusions of that study.

Note: The annexation agreement shall not be attached to the ordinance. It is a separate document that is approved by Council "contemporaneously" with the ordinance.

6. FINALIZING ANNEXATION

REQUIREMENT	STATUTE	DATE
A. File notice of annexation to Lt. Governor within 30 days <i>Notice will:</i> ▪ be directed to the Lieutenant Governor; ▪ contain the City's name; ▪ state that City is seeking a certificate of annexation; ▪ contain a signed and verified statement by City Recorder certifying that all requirements have been met; and ▪ include a copy of the final approved plat.	UCA § 10-2-425(1)(a) UCA § 67-1a-6.5 LMC § 15-8-4(H)(1), (2)	
Note: The Lt. Governor's office prefers the notice be filed electronically. They are required to either issue the certificate or give notice of reasons they cannot issue it within 10 days of submittal.		
B. After certificate of annexation issued, record documents <i>Submit to county recorder:</i> ▪ original notice of annexation (see 6.A); ▪ original certificate of annexation; ▪ original, final approved plat; and ▪ certified copy of ordinance ▪ certified copy of annexation agreement.	UCA § 10-2-425(1)(b)(i)	

Note: If annexation area is located in more than one county, then record originals in one county and certified copies in the other(s).

C. Notice of annexation Notice must state the effective date. Send to: ▪ each affected entity (see Section 3.F for definition of affected entity); ▪ each local district if the annexation causes automatic inclusion in or withdrawal from the district.	UCA § 10-2-425(1)(b)(ii) UCA §§ 10-2-425(2) - (3) UCA §§ 10-2-425(5)	
Note: Effective date is the date Lieutenant Governor issues certificate of annexation. (UCA § 10-2-425(4)(b)). But for purposes of assessing the property, effective date is the date documents are recorded with County Recorder pursuant to 6.B above. (UCA § 59-2-305.5(2)). City cannot collect taxes, assessments, or service fees on the annexed area until the documents are recorded. (UCA § 10-2-425(5)(c)).		
D. File ordinance and plat with Utah Department of Health <i>Only if City will be taking over emergency ambulance and paramedic services from another provider. Copy of ordinance should be certified. Must state the effective date.</i>	UCA § 10-2-425(1)(b)(iii) UCA § 10-2-425(3)	
E. Notify City GIS specialist <i>So that he/she can modify the city maps.</i>		
F. Notify Snyderville Basin Special Recreation District <i>So that it can withdraw the annexation area from SBSRD.</i>	UCA §§ 17D-1-601, 602	
G. Amend annexation agreement as needed <i>Subject to review and approval by Planning Commission and City Council with adequate notice. Must record with county recorder.</i>	LMC § 15-8-5(D)	

7. ANNEXING WITHOUT PETITION

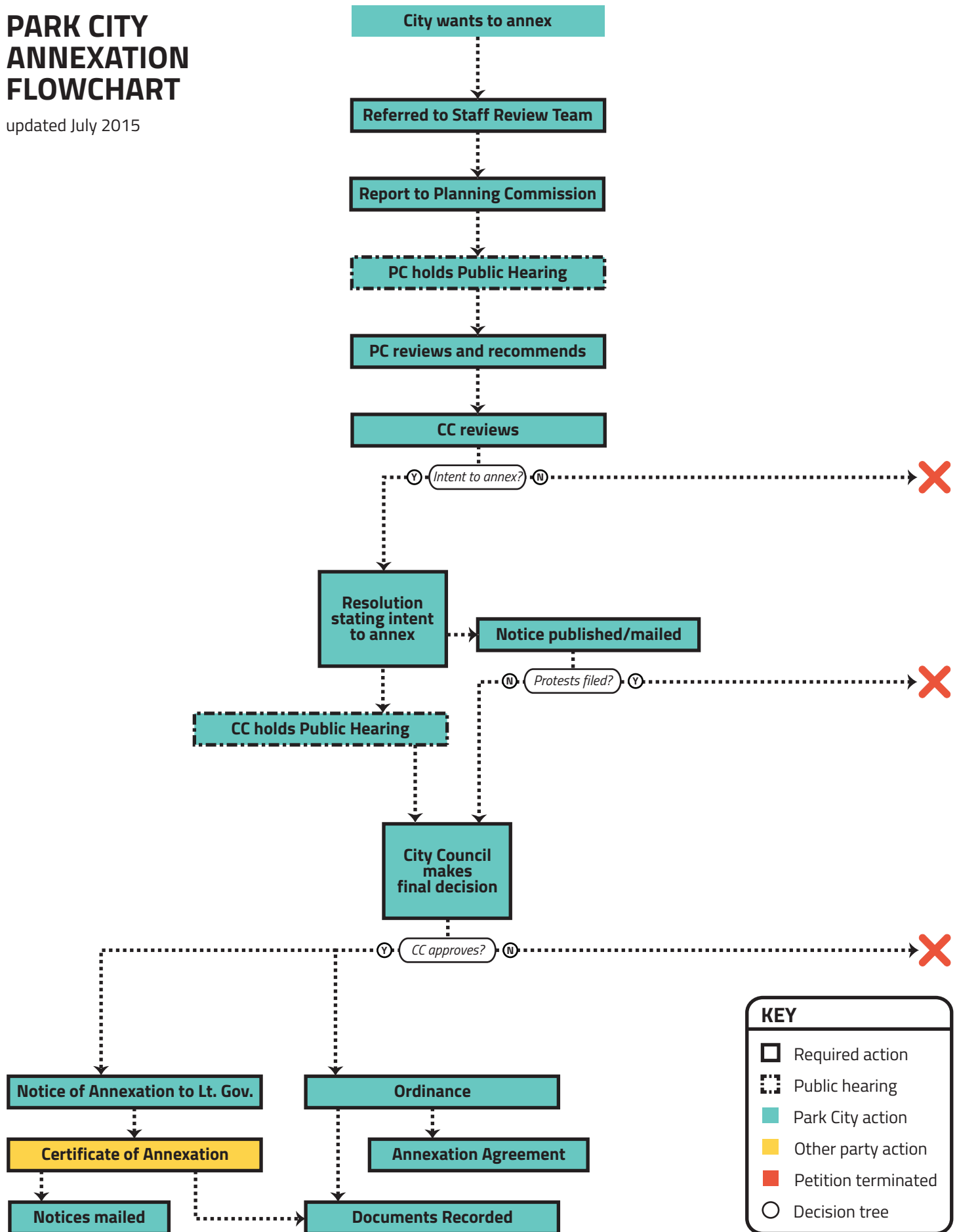
REQUIREMENT	STATUTE	DATE
A. Substantive requirements <i>If area is unincorporated island or peninsula contiguous to City, then City may annex without petition if:</i> ▪ majority of area is residential or commercial development; ▪ area requires delivery of municipal services; and ▪ City has provided most or all such services longer than 1 year. <i>or</i> ▪ area has fewer than 800 residents; and ▪ City has provided one or more municipal services for 1 year. <i>or</i> ▪ area is smaller than 50 acres; and ▪ the county agrees that area should be annexed to City.	UCA § 10-2-418(1)(a) LMC § 15-8-6	

Note: Under UCA § 10-2-418(1)(b), City does not have to annex the whole island/peninsula, if in City's best interest to only annex part; but the requirements above still apply to the whole island/peninsula.

B. Council adopts resolution stating intent to annex	UCA § 10-2-418(2)(a)(i)	
<i>Must describe the area to be annexed.</i>		
C. Publish notice	UCA § 10-2-418(2)(a)(ii) UCA § 10-2-418(2)(a)(iii) UCA § 10-2-418(2)(c)	
▪ <i>at least once a week for three weeks in newspaper of general circulation, the first time within 14 days of passing resolution;</i> ▪ <i>on Utah Public Notice Website for three weeks; and</i> ▪ <i>by mail to (1) county council, and (2) board of each local and special service district that contains some of annexation area.</i>		
D. Contents of notice	UCA § 10-2-418(2)(b)	
▪ <i>Statement that City Council has adopted resolution;</i> ▪ <i>Time and place of public hearing (see 5.F);</i> ▪ <i>Description of area proposed for annexation; and</i> ▪ <i>Statement in conspicuous and plain terms that City will annex unless, at or before the hearing, written protests are filed by owners of property that (a) covers majority of the annexation area, and (b) is equal in value to at least 1/2 the value of the entire area.</i>		
E. Public hearing	UCA § 10-2-418(2)(a)(iv)	
<i>No earlier than 30 days after resolution stating intent to annex.</i>		
F. Protests	UCA § 10-2-418(2)(b) UCA § 10-2-418(3)(a)	
<i>Must be (1) signed by owners of property that (a) covers majority of the annexation area, and (b) is equal in value to at least 1/2 the value of the area; and (2) filed with City Recorder at or before public hearing.</i>		
G. If no proper protest filed, Council may approve annexation	UCA § 10-2-418(3)(b)	
<i>May also approve without considering or allowing protests if owners of at least 75% of the area and representing at least 75% of the total value have consented in writing.</i>		
H. If proper protest filed, Council cannot approve annexation	UCA § 10-2-418(4) LMC § 15-8-6	
<i>Annexation proceedings are considered terminated.</i>		
<i>Note: If annexation fails because of protest, City Council may be able to exclude from the annexation the property regarding which protests have been filed and proceed anew to annex.</i>		
I. Other requirements still in effect:	LMC § 15-8-6	
▪ <i>the review process required by LMC § 15-8-5 (see 5.A, 5.B, 5.C, and 2.B.7 above);</i> ▪ <i>substantive requirements (see section 1 above); and</i> ▪ <i>post-approval requirements (see section 6 above).</i>		

PARK CITY ANNEXATION FLOWCHART

updated July 2015



Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

4:45 p.m. - Community Foundation Social Equity Update

Suggested Action:

A preview of the preliminary social equity results will be presented to Park City Council on April 4th during a study session.

Attachments:

[Social Equity Staff Report](#)

[Attachment A: Park City Community Foundation Memo](#)

City Council Staff Report

Subject: Social Equity Update from the Community Foundation
Author: Jed Briggs
Department: Budget, Debt, and Grants
Date: April 4, 2019
Type of Item: Study Session

Summary Recommendation

Staff is recommending that Council review the gap analysis and social equity self-diagnosis and provide feedback.

Executive Summary

Park City Community Foundation (the Community Foundation) is pleased to partner with Park City Municipal Corporation to promote social equity through a community convening process. The Community Foundation is working to bring the community together in a coalition that will perform a social equity self-diagnosis, identify existing social equity resources and gaps, prioritize the most significant and addressable social equity issues (short term and long term), develop a multiyear strategic plan, and support Park City Municipal Corporation in ensuring it serves its most vulnerable constituents well. The Community Foundation and staff are looking for Council input on the gap analysis and data surrounding social equity in the community.

The Community Foundation is providing this information as part of the Social Equity Community Convener contract. Part of that contract stipulates that the need to report to City Council at milestones during the process. This presentation fulfills the data and gap analysis milestone. The rest of the agreed upon timeline is below:

Timeline

Oct 2018	Prepare initial plans with small project startup team
Nov 2018	Bring community partners together in an initial advisory committee
Dec 2018	Verify mission; create early planning task forces
Dec/18-Mar/19	Gather data and input from diverse communities; complete a gap analysis
Apr 2019	Use data and gap analysis to prioritize desired outcomes; form outcome-specific task forces
May-Jun 2019	Task forces select priority actions, set specific goals, methods, and indicators
Jul 2019	Write strategic plan; review strategic plan
Aug-Sep 2019	Approval of strategic plan (end of current contract)
Oct 2019	Begin plan implementation (beginning of new contract)

Department Review

The following departments have reviewed this staff report: Legal and Executive.

Attachment A – Park City Community Foundation Memo

Park City Community Foundation
Social Equity Data Report
March 25th, 2019

Vision Statement

Our community thrives when everyone has access to opportunities and is respected, included, and empowered.

Summary

Park City Community Foundation will soon transition from the data gathering stage of the Social Equity Initiative to the organizing stage. Working from models such as the Summit County Mental Wellness Alliance, the Community Foundation has been convening partners representing community members, government, businesses, nonprofits, and other institutions. It has been of critical importance for the success of the Social Equity Initiative to actively involve community members who may currently be underrepresented.

For the gap analysis and social equity self-diagnosis, 22 Listening Tour stops have been conducted with different constituencies. Additional demographic, economic, and existing data sets have been collected with the support of the Data Analysis Task Force participants, representing Park City Municipal Corporation, Summit County, United Way, Park City School District, Holy Cross Ministries, Park City Education Foundation, and other organizations.

Additionally, a Social Equity Community Forum took place in late February as an additional opportunity for those who had not been involved in the process yet to connect with Park City Community Foundation staff and elected officials in attendance.

Finally, a Social Equity Community Survey was carried out with 706 responses collected by early March. This data is in the process of being analyzed by Park City Community Foundation staff with the support of University of Utah PhD student Edén Cortez. A preview of the preliminary results will be presented to Park City Council on April 4th during a study session.

Based on the collected information, the Community Foundation is preparing a written report and – towards the end of April – a “data walk” for community members to come and share in our initial findings. A visual representation of the information will allow for a quicker understanding of the needs and gaps within our community. Park City Community Foundation staff and the Social Equity Advisory Committee will use this information to determine the most significant and addressable social equity issues (short and long term) and move towards the development of a strategic plan this summer.

The next step in the plan includes the identification of three to five specific areas in which to focus our efforts and form outcome-specific task forces around. Those task forces will then draft goals around these issues to provide future indicators of success and create plans to work towards the outcomes. This includes the prioritization of actions that would have the most significant impact toward improving social equity and determining population-level indicators that would allow for long-term tracking.

These actions are aligned with the original timeline presented by Park City Community Foundation. We look forward to continuing to support Park City Municipal Corporation in ensuring it serves vulnerable constituents well and in creating a compelling vision that advances social equity in the community.

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Minda Stockdale

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

McPolin Farm CUP Amendment

Suggested Action:

Attachments:

[McPolin Farm CUP Amendment](#)



City Council Staff Communications Report

Subject: McPolin Farm CUP Amendment
Author: Minda Stockdale, McPolin Farm Manager
Department: Executive
Date: April 4, 2019
Type of Item: Administrative

Background: In March 2018, the City Council directed staff to move through the process to request a narrowly defined, limited expansion of the use of the McPolin Farm to include small educational group tours of the Barn for adults and school groups. As a result, staff is pursuing amendments to the [McPolin Farm Conditional Use Permit](#) (CUP) through the Planning Commission.

Significance: Over time, Council has generally supported minimal increases in activation at the Farm in order to highlight historical relevance and preservation accomplishments, sharing the Farm and McPolin family's story and provide a better connection with area residents and visitors and our community's past.

Staff and the Friends of the Farm want to find a middle ground that allows the community to enjoy the recent historic renovation and preservation work, while at the same time preventing the Farm from being "overloved." Small educational group tours of the Barn align with Council's direction to pursue incremental activation goal and still consistent with preservation goals. The amendments to the CUP will bring the governing land use documents up to speed with the 2016 renovation of the McPolin Barn allowing for limited human occupancy.

It is important to note that the City is not seeking to amend use of the site beyond the current allowance of up to twelve (12) one-day, Council sponsored special public events per year and existing conditions of approval, including transportation requirements for permitted events.

Discussion: Staff wishes to inform the City Council that the McPolin Farm CUP amendments will go before the Planning Commission on April 24, 2019. Additionally, staff is planning tours for summer 2019. Four days will be permitted as a Special Event with required transportation plans and walking/biking in summer months encouraged. Tours will be offered for a minimal fee on a standing day each month for four summer months. Tours will be approximately hour-long and conducted by volunteer docents or existing staff, with staff present for facility access and security.

Staff will return to Council in fall / winter 2019 to report on Summer 2019 tours pilot program.

Department review: Executive, Economic Development, Special Events, Trails & Open Space

Attachments:

A – [March 8, 2018 McPolin Farm Update](#)

B – [March 8, 2018 McPolin Farm Update Minutes](#)

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Kenzie Coulson

Submitting Department: Transit

Item Type: Staff Report

Agenda Section:

Subject:

2019 Spring Season Transportation Update

Suggested Action:

Attachments:

[2019 Spring Season Transportation Update](#)



City Council Staff Communications Report

Subject: 2019 Spring Season Transportation Update

Author: Kenzie Coulson, Transit Quality Manager

Johnny Wasden, Parking Manager

Department: Public Works

Date: April 4, 2019

Type of Item: Informational

Summary

Staff is working to ensure positive trends toward goals and objectives outlined in the adopted General Plan, Transportation Demand Management (TDM) plan and Traffic and Transportation Master Plan (TTMP), while focusing on viable solutions that provide convenient access for guests, locals, employees, and businesses.

It is important to recognize that the data assessment is ongoing and requires consideration of customer expectations in parking and transit as well as broader long term effectiveness of transportation solutions. This summary report will give an update related to spring operations and outline current and upcoming community outreach.

The upcoming spring shoulder season runs April 8, 2019 through June 6, 2019.

Parking and Transit Updates

Occupancy Trends & Availability of Parking

The review of parking data from the previous spring 2018 shows a distinct drop in demand upon the close of the resorts. In response to spring data and community feedback, parking rates were reduced in the fall of 2018 to \$1/hour in all paid lots. China Bridge has and will maintain free parking until 6pm daily.

2019 Spring Season Parking Rates

Reduced rates will run April 8th – June 14th

Location	Rate	Paid Times
North Marsac	\$0.00	FREE ALL DAY
Upper and Lower Sandridge	\$0.00	FREE ALL DAY
China Bridge	\$1.00/hr - \$6.00 Max	5PM-12AM-1st Hour Free
Main Street	\$1.00/hr	11AM-12AM
Bob Wells	\$1.00/hr	5PM-12AM
Swede Alley	\$1.00/hr	5PM-12AM
Flagpole	\$1.00/hr	5PM-12AM

Outreach

The success of the parking management program is dependent upon availability of reasonable transportation options for Main Street businesses and employees. As part of the transition to a new season, staff has launched a robust outreach plan to ensure that the program meets ongoing Main Street business needs.

Current Community Outreach:

- Door-to-Door Main Street outreach, April 1 – April 5
- Spring Informational flyers distributed on the Homestake Employee Shuttle and in transit shelters, April 1 – April 5
- KPCW Local News Hour interview
- Onboard transit notices outlining pending spring transit, March 29-April 20
- In-person outreach to Kamas Link Route riders and distribution of informational flyer regarding the elimination of this underperforming service
- Park Record notices, April 3 & 6

Main Street Business & Employee Solutions

- NEW park and ride option– Ecker Hill Park and Ride, 15 minute combined frequency. Now routed to Old Town Transit Center and Deer Valley during spring/summer/fall
- Reduced parking rates in Old Town, \$1/hour and free until 6pm
- Free parking options in Old Town (Upper & Lower Sandridge, N. Marsac)
- Increased marketing of carpool permit options during spring/summer/fall
- Blue Square Business permits available at pro-rated cost
- Homestake Main Street Employee Shuttle lot will continue to provide service 11am to 3am daily.
 - o Note: With reduced parking rates and robust employee solutions, there is possibility of low demand for the shuttle service. Data assessment will continue into the spring season.

Spring Transit Highlights

The Joint Transit Advisory Board met on February 26, 2019. In this public meeting, planning discussion resulted in the following recommendations for spring transit service. Summit County and Park City Joint Transportation Advisory Board members and staff are supportive of these minor adjustments to service:

- Lime 6 will extend to offer service from Ecker Hill Park and Ride to Deer Valley Snow Park, via the Old Town Transit Center. Pink 7 and Lime 6 will provide a combined frequency of service approximately every 15 minutes serving the Ecker Hill Park and Ride.
- The Kamas Kimball Link, which provides Kamas commuters a connection from the Park City Medical Center (hospital) to the Kimball Junction Transit Center, has demonstrated low ridership and will be suspended as of April 8, 2019. Riders who have utilized this route will have a viable alternative via the Electric Xpress and the Lime.
- Purple 9, which serves Empire Pass up to the Montage, will now operate year-round. Hours of operation will be consistent throughout spring, summer, and fall. The viability of this service will be assessed in the coming seasons.

- Red 1 and Green 2 routes will no longer interline which will create more consistent service for riders, will allow better on-time performance, and will address the “ghost bus” issue on the transit app (buses that disappear as they transition to interlined routes). In the past, the Red route has interlined with the Green, which means that the bus running the Red route transitioned into becoming the Green route.

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from March 14 and 21, 2019

Suggested Action:

Attachments:

[March 14, 2019 Minutes](#)

[March 21, 2019 Minutes](#)



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

March 14, 2019

The Council of Park City, Summit County, Utah, met in open meeting on March 14, 2019, at 2:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and personnel at 2:02 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 4:10 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

WORK SESSION

Affordable Housing Update:

Jason Glidden and Rhoda Stauffer presented this item. Glidden reviewed that the target for affordable housing was 80% Area Median Income (AMI). He indicated construction costs were high and a couple historic homes needed extensive remodeling, so the Woodside Park Phase One project was 89% AMI.

Council Member Gerber asked if the owners of the affordable units would be in the HOA. Glidden affirmed the owners would be in the HOA, but not the renters. It was noted there would be a deed restriction on the accessory apartments, prohibiting them from being used as nightly rentals. Council Member Gerber stated some buyers might not be able to qualify since there was no rental history on properties with accessory apartments. Glidden stated he talked to a lender who could qualify applicants based on future rental.

1 Glidden discussed exploring an affordable rental housing project. Council favored
2 proceeding with this project. Council Member Joyce thought rental properties should be
3 a lower AMI. Glidden stated the project would be at the 80% AMI, but he would come
4 back when the plan was complete and Council could discuss what kind of subsidy
5 should be in place.

6
7 Stauffer discussed a new selection process for applicants which included having an
8 initial lottery where everyone would be ranked and a list would be made based on the
9 applicants' rankings. Then those who applied after the lottery would be added to the
10 bottom of the list. Homes would be awarded based on the list and the needs of the
11 applicants.

12
13 Council Member Gerber asked about educating potential applicants. Stauffer stated
14 Mountainlands Community Housing was contracted to do the education part of the
15 application process. It was noted the City, Mountainlands and Habitat for Humanity
16 could partner to have open houses to educate first time buyers and renters. Discussion
17 ensued on targeted and general education efforts for these affordable and attainable
18 housing projects. Council Member Ware Peek asked how the list would remain updated.
19 Stauffer stated it would be updated annually.

20
21 Stauffer asked if a number of units in each project should be set aside for a targeted
22 group, such as essential employees. Council Member Joyce asked for a definition of
23 essential workers. Mayor Beerman explained essential workers included teachers and
24 nonprofit workers. Health and safety workers were a subset of essential workers.
25 Council Member Gerber thought it was difficult to label the groups because many
26 residents that had jobs such as landscapers or restaurant employees were deemed less
27 than essential. She hoped all groups would have the same respect. After some
28 discussion, Council Member Worel suggested having targeted tiers would help address
29 the concerns from the segment of the community that didn't think the City should use its
30 assets for affordable housing.

31
32 Council Member Henney didn't want to house seasonal workers in City-built affordable
33 housing because that was the responsibility of the employer. The City provided housing
34 for its seasonal transit employees. Mayor Beerman agreed the City provided housing for
35 seasonal employees and thought it should continue its efforts to house its employees.
36 He also felt the City had an obligation to the community with regard to housing.

37
38 Mayor Beerman summarized that Council favored having tiers for the preferred
39 segments of essential workers for the City affordable housing units, specifically tiers for
40 emergency and service employees that would include City employees. Stauffer stated
41 staff would work on definitions for these groups.

Glidden asked if preference should be given to City employees when the City received notice that a deed restricted affordable housing property was for sale. Council Member Ware Peek stated the original list should be used for transparency reasons. Council Member Joyce indicated the City needed an incentive to attract good employees. A majority of Council favored the property going to the people on the waitlist.

Council Member Worel asked if there was a fact sheet on fair housing requirements. Glidden stated he could bring something back and noted it could be part of the education process. Glidden asked if Council could discuss the proposal of having one of the units from Woodside Phase One would set aside for executive recruitment. He indicated the unit was not needed at present, but noted the unit should be occupied until it was needed. Council Member Worel asked if other resort towns rented to their executives or had any cities given a stipend to the executive officer. Harrington stated there were tax consequences with either option, but compensation was negotiated with job offers in other cities and options were presented based on the preference of the job applicant.

Council Member Joyce agreed that in the future something needed to be done, but he felt selling that unit at market rate now could subsidize an affordable housing project. A future job candidate might not want to live in the designated housing. He thought the problem should be addressed when the problem presented itself. Council Member Ware Peek agreed.

Mayor Beerman was in favor of setting aside a unit for an executive house. Council Member Gerber agreed. There was further discussion on the pros and cons of setting aside a unit for executive housing. Mayor Beerman asked Glidden and Stauffer to look at the attainable scenario and a market rate scenario for Council to consider at a future date.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager	Present

Mark Harrington, City Attorney Michelle Kellogg, City Recorder	
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Matt Dias notified Council that the City assessed the Deer Valley parking situation and reviewed that Deer Valley was allotted so many days per year for overflow parking. They had exceeded those days and were working to resolve the parking situation so there would not be cars parked on the shoulder of the road as of tomorrow.

Steven Issowits, Deer Valley Resort, presented some facts from prior years with regard to parking. He indicated his team was working on getting shuttles in place for the guests so there would not be shoulder parking. He indicated that going forward he would go through the Planning process to seek alternatives.

Council Member Henney stated 1250 cars impacted the City as they came to ski and park in the parking lots. He thought adding more parking lots would add to the problem that the City was trying to resolve. Issowits stated he wanted the guests to have a good experience, but he was open to helping figure out alternatives.

Council Member Ware Peek asked if there was an estimate of employee vehicles in the parking lot. Issowits indicated approximately 400 parking spaces for employees were used when the resort was fully staffed.

Council Member Worel stated she had a concern with public safety on that road. She saw "No Parking" signs, but then there was street parking for skiing. She asked if there should there be parking or no parking on that road.

Dias stated there was a serious issue and further work would be done to resolve the parking problem. He noted he would continue to update Council on the status of the situation.

Staff Communications Reports:

1. Deer Valley Drive/SR-224 Pedestrian & Bicycle Improvement Project Update

2. Park City Municipal Website Redesign Project Status

Council Member Henney moved to open the Work Session to discuss summer camp registration. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

Discuss Summer Day Camp Registration:

Jessica Moran and Ken Fisher, Recreation Department, presented this item. Moran noted this item was brought back after the previous meeting for further discussion.

Council Member Henney proposed that the current system continue for this year with the notice that the system would be revamped for registration next year. Then people could come in and show proof of residency and/or proof that they worked in the 84060 zip code, and those people would be given the opportunity to register early. Council Member Ware Peek agreed and suggested that be firmed up by April 1st so parents could be notified during the registration this year. She also suggested working with Basin Rec so they could have a program as great as Park City's program. Moran stated Basin Rec was interested in having that conversation.

Council Members Worel and Joyce thought Council Member Henney's suggestion was a good one. Moran indicated that the proof could be done online to help the process go smoothly. Mayor Beerman thought the City needed to determine how preferential registration would affect its relationship with Basin Rec. He noted that this would hopefully be a short term situation until the community center was finished. Also, one criticism he heard was there was only one time to register which was 6:00 a.m. He requested that there be multiple times to register.

Council Member Gerber suggested communicating with the parents would help alleviate panic. Foster indicated priority would go to the 84060 residents and workers, full time working parents, and Solomon Fund participants.

Council agreed to make the changes effective next year.

III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Questions and Comments:

The Council members reviewed the events and activities they participated in since the last meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from February 14, 2019:

Council Member Gerber moved to approve the City Council Meeting minutes from February 14, 2019. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Five Year Sponsorship Agreement with the United States Ski and Snowboard Association (USSA), in a Form Approved by the City Attorney:

2. Request to Approve the Professional Service Contract in a Form Approved by the City Attorney's Office with Cascadia Partners, LLC. in the Amount Not to Exceed \$34,536.00 for Consulting Services for Analysis on Possible Changes to the Land Management Code as it Relates to Affordable Housing Projects:

Council Member Gerber moved to approve the Consent Agenda. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

VI) OLD BUSINESS

1. Discuss Local Parks Preservation Master Plan and the Protection of Local Parks:

Tate Shaw, Recreation Department, and Recreation Advisory Board members (RAB) Erik Hoffman, Jane Campbell, and Ed Parigian were present for this item. It was indicated the parks included in this discussion were Creekside Park, Rotary Park, Prospector Park, City Park, and the City Golf Course.

Campbell indicated preservation plan would take effect only if there was the sale of the land, transfer of the land, or rezoning of the land. Hoffman stated if changes to the parks were proposed, there would have to be five public meetings over a three month period, four of five council members voting in affirmative for the change, and then a referendum

on the ballot with at least 60% voter approval. Parigian gave examples of approved use changes which would not initiate the preservation plan for the parks, such as changing from dirt bikes to pickleball courts. Shaw stated this proposal would allow for the community voice to be heard.

Council Member Joyce stated the ROS zone was a mess because there were so many conditional uses allowed in this zone. Because of this, he suggested working with Planning to clean up the ROS zone or to create a new zone for parks. Council liked the RAB plan for parks and agreed Planning should be involved to resolve the conditional use concerns.

Council Member Gerber asked why all parks were not included in this plan. Shaw stated all parks would be looked at, but the group wanted to make sure every neighborhood had access to a park.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

2. Consideration to Authorize the City Manager to Execute the Proposed Electric Service Requirements Agreement between Rocky Mountain Power (RMP), an Unincorporated Division of PacifiCorp and Park City Municipal Corporation (PCMC) for Work to be Performed at 1875 Kearns Blvd in an Amount Not to Exceed \$52,566:

Alfred Knotts and Julia Collins, Transportation Planning Department, presented this item. Collins stated peak pedestrian crossings at the HAWK were between 7:00 a.m.- 8:00 a.m. By constructing a below-grade tunnel for crossing there would be increased safety and more efficient traffic flow. This project would be net zero for snow melt and lighting. She indicated there was an agreement with the School District for the different responsibilities associated with the tunnel costs. She anticipated that the project would be substantially complete before school started in August.

Council Member Worel asked if there would be cost sharing with the seminary building. Collins noted that the LDS Church's contribution was the easement. Knotts indicated the affordable housing residents were a lot of the trip generators, and stated this area was a high density area. Council Member Worel asked how the buses and student drivers would be able to turn during the high traffic times of day. Knotts stated signage would be placed and other mitigation efforts. Council Member Joyce suggested having a long term solution for fixing the turning problem.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Worel moved to authorize the City Manager to execute the proposed Electric Service Requirements agreement between Rocky Mountain Power, an unincorporated division of PacifiCorp and Park City Municipal Corporation for work to be performed at 1875 Kearns Blvd. in an amount not to exceed \$52,566. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

3. Consideration to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Stapp Construction, Inc. in an Amount Not to Exceed \$3,407,645 to Provide Construction for the SR-248 Bicycle and Pedestrian Tunnel Improvements:

This item was discussed in conjunction with Item Two.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Joyce asked if the contract bid included removing the soil, to which the response was affirmative.

Council Member Ware Peek moved to authorize the City Manager to execute a construction agreement, in a form approved by the City Attorney, with Stapp Construction, Inc. in an amount not to exceed \$3,407,645 to provide construction for the SR-248 bicycle and pedestrian tunnel improvements. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

4. Discuss Special Service Contracts:

Jed Briggs, Budget Manager, continued the discussion from the previous meeting. Staff recommended that the total budget not exceed the one percent of the budget, but the funding within each category could be flexible. The Council favored the recommendation. Council Member Joyce asked that the funding for each category be labeled as strong guidelines and not fixed. Briggs asked if Council approved \$150,000 for innovation grants and \$200,000 for social equity grant. Council Member Worel was good going forward, but felt this year there wouldn't be as much flexibility since the award was being given later in the year.

1 Council Member Ware Peek asked about the application period. Briggs stated June was
2 the timeframe so the applicants had plenty of time to prepare. He indicated a
3 communication plan would be put in place to help the applicants. He also clarified that
4 the innovation grants were intended for the critical priorities that were not tied to social
5 equity.

6
7 There was discussion on proceeding with the service contracts during the budget
8 process and only approving an amount for the innovation and social equity grants
9 during the budget process. Council agreed to hold the innovation and social equity
10 grants to no later than September 1st.

11
12 Council agreed to include social equity as one of the innovation grant categories. They
13 also approved that applicants could apply for both the innovation and social equity
14 grants.

15
16 Mayor Beerman opened the public hearing.

17
18 Scott Loomis, Mountainlands Community Housing, stated everyone was going to apply
19 for a special service contract since social equity had not been defined yet. Mayor
20 Beerman indicated special service contracts were not available for open applications.
21 Applicants would be solicited to apply for these contracts. Loomis asked if a nonprofit
22 could apply to both innovative and social equity to which the response was affirmative.

23
24 Mayor Beerman closed the public hearing.

25
26 Briggs indicated special service contracts needed to fit within a pre-defined category.
27 Council Member Worel asked about Peace House, and also suggested adding a
28 childcare category so PC Tots could apply. Council Member Gerber asked if a for-profit
29 company could bid for a special service contract. Briggs stated the one percent needed
30 to go to nonprofits. Businesses could be considered, but that category would have to be
31 taken out of the system and go through the RFP process. Council Member Joyce hoped
32 the service contracts would be awarded for services that the City would have to provide
33 if the nonprofit didn't provide it. Council Member Worel stated she prioritized the
34 contracts by noting if the service helped the City reach its strategic goal. Council
35 Member Ware Peek thought Council would have to reevaluate at the end of the year to
36 see what worked well and what needed to be changed. Council Member Joyce asked
37 for a more detailed summary for each applicant.

38
39 Briggs indicated the subcommittee reviewed the current service contracts and
40 categorized recipients that had essential services. There were others that addressed
41 social equity so they were excluded from the service contract application for this year.
42 He noted there were still other contracts that were specifically benefitting the City.

Council Member Joyce stated the thought should be that not everyone on last year's list would get a service contract or else nothing would change from previous year awards.

Briggs indicated he would come back with a table that was more specific with services that needed to be filled. Council Member Joyce thought this could be a transition year for some of the categories and Briggs could award a smaller, but fixed amount for them. Council Members Worel and Joyce volunteered to review the list in relation to the categories. Harrington stated Council was not set on which groups would be eliminated. He stated the mission statement for the contracts was broad. He suggested changing the mission statement for service contracts. Another way to narrow the list would be to pick the groups that would not receive funding.

Mayor Beerman stated this issue would come back by April 4th or Council would keep the same service contract program as last year for one more year.

5. 2019 Legislative Update:

Matt Dias, Assistant City Manager, stated the Legislative Session would end at midnight tonight. The plastic bag bill was dead. Mayor Beerman indicated communicating with the sponsor was key because that representative then voted for the Rocky Mountain Power bill. He noted this energy bill was currently on the Senate floor.

Dias stated it was difficult to keep the bill list updated because it was in constant flux. He suggested prioritizing just a few of the couple hundred bills that were of interest to Park City, and activating lobbyists, the Chamber, and others to push forward the top issues.

Dias indicated the scooter bill was discussed and passed. Mayor Beerman noted there was a Senate Resolution in favor of the National Conservation and Rec Area in the Wasatch that he was watching. He also indicated the idling bill passed. Dias thought that it would be vetoed. Dias stated Rep. Quinn did great work for Park City during the Legislative Session. Mayor Beerman agreed.

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

March 21, 2019

The Council of Park City, Summit County, Utah, met in open meeting on March 21, 2019, at 3:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and personnel at 3:00 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

EXCUSED: Council Member Joyce

CLOSED SESSION*

Council Member Ware Peek was recused from the first property item on the Closed agenda.

Council Member Worel moved to adjourn from Closed Meeting at 4:10 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

EXCUSED: Council Member Joyce

WORK SESSION

Council Questions and Comments:

Council reviewed the events and activities they participated in since the last meeting. Council Member Worel disclosed she would recuse herself from New Business Item One because she lived in the adjoining neighborhood and would be affected by that plat.

Discuss a Sliding Scale Scholarship Program for Recreation and the Ice Arena which is based on Summit County's Area Median Income (AMI) which Uses HUD Income Limits:

1 Ken Fisher and Michelle Henry, Recreation Department, presented this item. Fisher
2 reviewed that the current scholarship discount was 70%-75%, and was based on the
3 school age children qualifying for free school lunches. The proposed sliding scale would
4 enlarge the program and would have a sliding discount from 20%-70%, based on the
5 Area Median Income.

6
7 Council Member Gerber asked if the income would be declared on the honor system or
8 would the applicants need to show proof. Henry stated that in the past it was based on
9 the honor system because the City didn't want to keep track of the paperwork. She
10 hoped to receive direction from the Legal Department and Council with regard to that
11 policy. Council Member Worel was in favor of the proposed scholarship program. She
12 thought privacy was critical and hoped the applicants could discuss the scholarship
13 program with staff in a private setting.

14
15 Council Member Ware Peek asked about outreach to this segment of the community.
16 Henry didn't think fliers would be distributed or announcements made on the radio.
17 Fisher indicated a note that scholarships were available could be added to the bottom of
18 the Rec fliers. Foster stated the program would be launched in July if it was approved in
19 the budget. Council Member Ware Peek asked if the usage could be tracked and
20 metrics generated on the impact of the scholarships. She thought it would be helpful as
21 social equity was discussed.

22
23 Discussion ensued on the effect the scholarships would have with additional summer
24 camp slots, swimming lessons, karate and other programs. Fisher stated the
25 scholarships for Rec would be for everything except private lessons. Ice scholarships
26 would cover beginner skate programs and the general public skate.

27
28 Council Member Worel was opposed to offering the scholarship program to patrons that
29 lived in Wasatch County. Council Member Henney asked if this program would be for
30 those living in the school district boundaries, to which Fisher responded in the
31 affirmative. It was indicated that Basin Rec would consider helping fund the
32 scholarships and if asked, Wasatch County might be amenable to that as well. Council
33 Member Gerber clarified that Wasatch County children could receive discounts for the
34 "Learn to Skate" program and indicated only nine children from Wasatch County used
35 the Ice discount and therefore she wasn't concerned about covering that cost. Foster
36 clarified that the Rec program scholarships would be for any participant regardless of
37 age. She also noted that Summit County did not pay any operational costs for Ice.

38
39 Mayor Beerman asked if the Rec and Ice Departments considered reducing the pass
40 price for everyone, and thought that strategy might get the maximum participation.
41 Fisher stated he focused on the median income and then offered discounts to those that
42 couldn't afford it. It was noted that everyone under 18 paid \$3 to get into the MARC on a
43 day pass. Mayor Beerman asked if charging that rate to all participants might capture

those that would qualify for the scholarships. Fisher stated the one and three month passes were the most popular for MARC users. Mayor Beerman also suggested rounding the income brackets up to the next \$500 to make it easier to read. Council Member Worel indicated the proposal of charging \$3 per time would be more expensive than the \$17 per month charge that scholarship recipients would pay if they went to the MARC more than five times per month.

Council Member Gerber indicated more people could be reached if the program application was offered online. Henry stated Rec currently had the online application. Council Member Ware Peek asked if college age students could receive a discount if they showed a student ID. Fisher stated the program was focused on high school youth.

Mayor Beerman asked if Council would like to subsidize the program further than was proposed. Foster stated the Budget Department could put in options for the scholarship program. Council Member Henney stated this could be a pilot program and could be evaluated after a year. Council agreed that participants outside of the school district would not be eligible for a Rec discount, but exceptions could be made with the manager's discretion.

Drinking Water Quality Strategy Update:

Michelle DeHaan, Chad Bush, Jake Rudolph, Ebona Weedley, and Megan Newsome, Water Department, presented this item. DeHaan gave a presentation on Park City's drinking water quality. She indicated there were not many regulations on drinking water. She discussed the risks, technologies, treatment, monitoring, distribution, transparency and other information associated with water quality.

Council Member Ware Peek asked if homeowners could call the City to come check the water pipes. DeHaan stated the City was only responsible for the pipes from the street to the meter. Council Member Worel asked if the schools were responsible for the pipes going from the meters to the schools, to which DeHaan responded in the affirmative.

Council Member Gerber asked if the Water Department had a plan to get information to the public in case of an emergency. DeHaan stated there was a law that the City had to notify the public within 24 hours of an emergency and the City's emergency plan was set up to notify residents immediately. Council Member Gerber asked if an aerator helped with lead problems. DeHaan indicated the aerator needed to be removed and rinsed out every so often in case lead got into the aerator.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
Council Member Steve Joyce	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communication Reports:

1. Council Strategic Planning Retreat Summary:

2. Hillside Avenue Update:

Council Member Worel requested that this item be brought back for a work session discussion in order to address the operational and financial impacts on lodging and traffic impact on others. Council Member Gerber requested that staff discuss their outreach efforts with the residents and businesses. Council Member Ware Peek stated when traffic was diverted from Hillside, it affected Marsac, and she felt the Marsac residents should be contacted as well. Council Member Henney requested discussion about the sign at Hillside and Marsac that could be a "No Left Turn" sign since the street was intended to be a minor residential road. Council Member Worel also requested more information on why the study was being pushed to 2021 budget year. Foster stated funds had been requested for the coming budget year, and if approved, would be available July 1st. Council Member Ware Peek also stressed pedestrian safety. It was indicated this would come back for discussion in May.

Mark Harrington announced the Treasure Hill purchase closed on March 20th and the City was now the proud owner. Mayor Beerman thanked Harrington and announced there would be a formal celebration on the hillside in June. He noted the Planning Department would start with the zoning process for open space and the City would start the conservation process. He indicated Vail had an easement on part of the property, but there were no known concerns with that. He thanked Teri Orr and Jack Thomas, the owners of Treasure Hill, Liz Radd and the Sweeney family, and most of all the community for stepping up and making the purchase a reality.

III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Beerman opened the meeting for anyone wishing to address Council on issues not on the agenda.

Peter Marth stated he lived on Hillside and he reviewed the history of this road. The traffic increased from 800 cars travelling the road per day to 5,000-6,000 vehicles per day. He was worried the City would make Hillside part of the City's circulation plan. He asked that this residential area be preserved.

Mayor Beerman thanked the residents for their patience. He reviewed the improvements that had been done up to this point and noted further improvements were planned to resolve the traffic problem.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from February 28, 2019:

Council Member Henney stated Jessica Moran from the Recreation Department presented and not Heather Todd.

Council Member Worel moved to approve the City Council Meeting minutes from February 28, 2019 as amended. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

EXCUSED: Council Member Joyce

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Mine Maintenance Agreement, in a Form Approved by the City Attorney, with Jordanelle Special Services District (JSSD) for a Term of One Year with Automatic Annual Renewals Thereafter Until Terminated by Either Party:

Council Member Gerber moved to approve the Consent Agenda. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

EXCUSED: Council Member Joyce

VI) NEW BUSINESS

1. Consideration to Approve Ordinance 2019-12, an Ordinance Approving the Park City Heights Phase 3 Subdivision Plat Located at 10 and 30 Sun Ridge Cove:

Council Member Worel recused herself from New Business Item One because she lived in the adjoining neighborhood and would be affected by that plat.

Kirsten Whetstone, Senior Planner, and Brad Mackay with Ivory Homes, presented this item. Whetstone indicated The Oaks Subdivision was part of the upper Solamere area. She noted the two proposed lots in Park City Heights Phase Three were adjacent to this subdivision. The lots were conditioned to be similar to The Oaks lots.

Council Member Gerber asked if the lots could be subdivided, to which Whetstone stated they could not. Council Member Ware Peek asked if Sun Ridge Cove would be extended. Whetstone stated the road could not be extended, but water and sewer lines would be extended to those lots. Council Member Ware Peek stated that although the lots were in Park City Heights, they were part of the Solamere neighborhood. Mackay stated the lots would be sold and developed with custom homes by Ivory Homes. Council Member Henney asked about the history of the lots for this subdivision. Whetstone stated the lots were written into the development agreement in 2010.

Mayor Beerman opened the public hearing.

Justin Keys, attorney for some residents on Sun Ridge Cove, distributed a handout to Council and stated there was a different character between the two communities. He noted the difference in the design guidelines for Park City Heights and The Oaks as shown in the handout. He also noted that the square footage minimum requirement for The Oaks was not required for Park City Heights. The homeowners wanted to see the Master Planned Development (MPD) enforced and the CCRs for The Oaks applied and enforced for these two lots. Council Member Henney asked if The Oaks CCR condition came up in the Planning Commission. It was indicated that condition was not a problem at the Planning Commission level.

Keys stated most of the neighbors did not receive notice or they would have been at the Planning Commission meeting when this plat was approved. Keys noted other points of concern, including the utilities. He also indicated that if Parcel D would be recorded as

open space, it should be recorded at the same time as the Phase Three plat. He also confirmed that the wildlife study included the proposed lots on Sun Ridge Cove.

Council Member Henney asked Council to remand this item back to the Planning Commission for other conditions of approval. Council Member Ware Peek asked what Council was approving that Keys addressed. Whetstone stated Parcel D was already approved and the plat was pending recordation. The utility plan had been reviewed by the Water and Engineering Departments. The water for the proposed lots would come from the Morning Star water tank. She knew The Oaks CCRs could apply, but making the homes part of the HOA would be harder. It was indicated the design guidelines that were shown in the handout were not for the custom homes. She also confirmed the noticing was sent and the two people that contacted the City had received the notices.

Council Member thought the neighbors might want to go through the Planning Commission process so they could express their concerns. Council Member Gerber asked if the neighbors would be satisfied if Council added a condition of approval that would add The Oaks CCRs. Keys stated the neighbors wanted the lots to be a part of the subdivision HOA so they could attend the architectural review committee meetings and have a say in the home designs. If the HOA wouldn't cooperate and let them in, then the CCR terms would still apply and would need to be met.

Mayor Beerman opened the public hearing.

Fred Gallander requested that the process be done right, and stated the neighbors weren't opposed to the homes provided the water pressure remained good for the rest of the neighborhood.

Mayor Beerman closed the public hearing.

Mackay reviewed the history of the project. He stated Parcel D - open space was deeded to the Park City Heights HOA. He indicated the development agreement restricted the design guidelines to Park City Heights and Ivory Homes would design the homes to the guidelines in the neighborhood. He indicated the homes could be admitted to The Oaks HOA. He stated Ivory Homes was willing to see what The Oaks HOA had to offer regarding HOA dues and benefits provided.

Council Member Ware Peek asked if the pending ordinance approval had any provisions stating the water pressure needed to be satisfactory. Mark Harrington stated there was a condition of approval regarding utilities. Bruce Erickson stated there had to be adequate water for the subdivision, and upon review there were no comments. Harrington asked if the adopted design guidelines incorporated the design guidelines of The Oaks. Mackay stated there was a comment in the design guidelines that the lots would comply with the design guidelines of The Oaks. It was also noted in the MPD.

Council Member Gerber requested a separate condition of approval specifying the design guidelines of The Oaks would be used for these two lots. Harrington stated the City could not mandate that these lots be included in The Oaks HOA. He indicated Condition of Approval 12 was inaccurate and should be clarified to include The Oaks design review by the staff. Council Member Henney stated he felt the ordinance could be modified and approved.

Council Member Ware Peek moved to approve New Business Item One with the added condition of approval for an adequate water supply system to the standards of the Water Department manager. Upon further discussion Council Member Ware Peek withdrew the motion.

Harrington offered two options for the Council to consider. Option One was to continue this item to a date certain because of the residents who didn't receive a notice that this item was being discussed, and to craft a provision to join The Oaks HOA, or if the specific provisions of the CCRs could be delineated so it would be known as to what design guidelines were applicable. Option Two would be to amend Condition of Approval 12 to reflect that The Oaks design guidelines would be reviewed by staff in addition to the Ivory Homes design guidelines.

Mackay stated he needed to get bonding in place and bids sent out and asked if he could do that while he waited for the next meeting, to which Harrington responded in the affirmative.

Council Member Gerber moved to continue Ordinance 2019-12, an ordinance approving the Park City Heights Phase 3 Subdivision Plat located at 10 and 30 Sun Ridge Cove to the April 4, 2019 meeting. Council Member Ware Peek seconded the motion.

RESULT: CONTINUED TO APRIL 4, 2019

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

EXCUSED: Council Member Joyce

2. Consideration to Approve Ordinance 2019-13, an Ordinance Approving the Parkview Condominiums First Amendment to the First Amended and Restated Condominium Plat Amending Units 25 and 27, Located at 2212 and 2208 Jupiter View Drive:

Kirsten Whetstone, Senior Planner, and Derek Howard, owner, presented this item. It was indicated the proposed plat amendment would expand the private deck area.

Council Member Ware Peek stated Unit 2208 had a deck extension last year and now the owners were going to enclose it. Howard stated the other deck extensions were approved in 2016.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Gerber moved to approve Ordinance 2019-13, an ordinance approving the Parkview Condominiums First Amendment to the First Amended and Restated Condominium Plat amending Units 25 and 27, located at 2212 and 2208 Jupiter View Drive. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

EXCUSED: Council Member Joyce

3. Consideration to Authorize the Mayor to Execute a Memorandum of Agreement in a Form Approved by the City Attorney for the Lease of Surplus Water to Weber Basin through Provisions in the Western Summit County Project Master Agreement:

Clint McAfee, Water Manager, explained that in order to protect the water supply, it was necessary to interconnect the water system with Weber Basin. He indicated the water demand had been very consistent in the past five years, and he attributed that to public awareness and higher water rates. The proposed agreement would be effective until 2023. This would delay a very expensive water project for Weber Basin and would also generate revenue for Park City.

Council Member Gerber asked if the City would be able to produce the required water if the 3 Kings Water Treatment Plant was delayed, to which McAfee responded in the affirmative. McAfee stated this would be a binding commitment for the next five years, and then there was a non-binding commitment for years six through 10.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber moved to authorize the Mayor to execute a Memorandum of Agreement in a form approved by the City Attorney for the lease of surplus water to Weber Basin through provisions in the Western Summit County Project Master Agreement. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

EXCUSED: Council Member Joyce

4. Consideration to Authorize the Mayor to Execute an Agreement for the Initial Interconnection under the Western Summit County Project Master Agreement in a Form Approved by the City Attorney:

McAfee stated the physical interconnections were shown on a map and pointed out the connections that would need to be made. This agreement would lay out who owned it, who would operate it, and the cost per entity involved. He indicated if the interconnections were built, an easement would need to be given to Weber Basin.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber moved to authorize the Mayor to execute an agreement for the initial interconnection under the Western Summit County Project Master Agreement in a form approved by the City Attorney. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

EXCUSED: Council Member Joyce

5. 2019 Legislative Update:

Matt Dias, Assistant City Manager, stated the energy bill passed and it was a huge accomplishment. The sales tax bill moved forward and plastic bag bill went in the City's favor. The idling bill passed which took an idling infraction from three warnings to one warning before a ticket would be issued. He stated Mayor Andy and Mayor Biskupski were working on a celebration in recognition of the passage of the energy bill.

Council Member Worel asked how the City could minimize the impact of the scooter bill. Dias stated the scooters were deregulated, but the weather and topography of the City might work to limit the scooter use around town. Scooters would be monitored and possible amendments to the code implemented, if necessary.

Council Member Ware Peek asked who wrote the energy bill. Dias stated Park City and Salt Lake wrote the intent of the bill and then got a drafting attorney who wrote the bill.

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Rebecca Gillis

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with Piercy Bowler Taylor & Kern, Certified Public Accountants and Business Advisors (PBTk) for Audit Services, Not to Exceed \$283,200

Suggested Action:

Authorize the City Manager to enter into a Professional Services Agreement in a form approved by the City Attorney with Piercy Bowler Taylor & Kern, Certified Public Accountants and Business Advisors (PBTk) for audit services, not to exceed \$283,200.

Attachments:

[Audit Services Staff Report](#)

[Exhibit A: Provider Professional Services Agreement with PBTk](#)



City Council Staff Report

Subject: Audit Services Contract
Author: Rebecca Gillis, Finance Manager
Department: Finance
Date: April 4, 2019
Type of Item: Consent

Summary Recommendation

Authorize the City Manager to enter into a Professional Services Agreement in a form approved by the City Attorney with Piercy Bowler Taylor & Kern (PBTk) for audit services.

Executive Summary

- Audit services include annual financial audit, annual single audit, if necessary and research, assistance, and recommendations for general accounting questions throughout the year.
- On February 4th the City sent out a Request for Proposal (RFP) for audit services on our website. The City also advertised the RFP in the local newspaper on January 26th and 30th.
- The City received responses from five firms; EideBailly, Piercy Bowler Taylor & Kern, Gilbert & Stewart, Squire, and Keddington & Christensen.
- Staff met internally to review the proposals and unanimously decided to award the contract to Piercy Bowler Taylor and Kern, our current audit service provider. The decision was based on several factors, including, but not limited to: the firm's, experience, reasonableness of time estimates and total audit hours, qualifications of staff, size and structure of the firm, and cost.
- The amount of the audit fees for the initial two-year term is not to exceed \$75,100.
- The initial term of the contract will be a two-year term commencing July 1, 2019. At the City's option, the contract will automatically renew for five successive one-year terms coinciding with fiscal years 2021, 2022, 2023, 2024 and 2025, unless the City provides written notice of its intent not to renew on or before January 1 of any renewal term. The agreement will continue with the same terms and conditions of the original contract or as amended, thereby providing for seven (7) years of audit services. The amount of the audit fees for the five (5) renewal periods is not to exceed \$208,100.

The Problem

The current audit contract expired with the completion of the financial and single audit for the fiscal year ended June 30, 2018.

Background

- The five (5) audit firms that submitted proposals met the following required conditions:
 - o Proposer is properly licensed for practice as a certified public accountant in the State of Utah
 - o Proposer meets the independence requirements of the American Institute of Certified Public Accountants and the *Government Auditing Standards*, 2011 revision, published by the U.S. General Accounting Office.
 - o Proposer meets the continuing education and external quality control review requirement contained in the *Government Auditing Standards*, 2011 revision, published by the U.S. General Accounting Office.

Proposals were evaluated by a committee of Finance, Budget, IT and Executive Department staff. All proposals were evaluated using the same criteria and weighting. Price was not the sole deciding factor. 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. Criteria for evaluation of proposals included the following:

1. Completeness of proposal;
2. Appropriateness and adequacy of proposed procedures;
3. Appropriateness of assigned staff levels;
4. Technical experience of the firm;
5. Qualifications of staff;
6. Size and structure of firm, considering the scope of the audit;
7. Geographic location of key personnel and responsible office;
8. Agreement to the terms of the City's Service Provider/Professional Services Agreement, and
9. Reasonableness of time estimates and total audit hours and "not to exceed" fees.

Discussion and evaluation resulted in the selection of PBTK as the successful candidate. PBTK's proposal is the best overall choice for the City's audit services. PBTK proposed the most billable hours (490) of any other proposer, which is indicative of their knowledge of the complexity of the City's audit. Their price per hour was the lowest of all of the proposers (\$75). PBTK is currently the City's audit firm. Staff has been extremely satisfied with the service received from PBTK over the past several years. Staff recommends that PBTK be awarded the contract to continue to furnish the City's audit services.

		PBTK	EideBailly	Gilbert & Stewart	Squire	Keddington & Christensen
	RANKING	1	2	3	4	5

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the City Manager to enter into a Professional Services Agreement in a form approved by the City Attorney with PBTK for audit services.

Pros

- a. Continue with current audit firm.
- b. No need to rebid for at least two years.

Cons: None

2. **Null Alternative:** Do nothing or deny the request.

Pros: None

Cons: Finance would need to rebid the contract. And the current audit contract would be expired and require an extension for the fiscal year 2019 audit before a new firm and contract could be selected.

3. **Other Alternatives:** Continue the item. City Council could continue the item until no later than June 27, 2019, meeting and still take action on this item prior to the expiration of the current contract. Continuing the item past June 30, 2019, would require a current contract extension.

Department Review

Executive, Legal, Budget and Finance

Funding Source

Funding is already allocated in the Finance Department annual budget.

Attachments

A Professional Services Agreement with Attachments and Exhibits

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Piercy Bowler Taylor & Kern Certified Public Accountants and Business Advisors APC, a Nevada corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the City desires to have performed a financial and compliance audit of the City for the fiscal years ending June 30, 2019, 2020, 2021, 2022, 2023, 2024 and 2025 and sufficient City resources are not available to provide such services; and

WHEREAS, the City has received funds from the Federal Government under grants, agreements, and programs which require audits under the guidelines of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance); and

WHEREAS, in order to meet the requirement of, the City desires to have performed a single compliance audit of those federal awards for fiscal years ending June 30, 2019, 2020, 2021, 2022, 2023, 2024 and 2025; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The initial two-year term fee for the Project shall not exceed the following amounts:

1. Fiscal Year 2019 – Thirty-Seven Thousand Dollars (\$37,000)

2. Fiscal Year 2020 – Thirty-Eight Thousand One Hundred Dollars (\$38,100)
At the City’s option, the contract will automatically renew for five successive one-year terms, the fee for the five successive years of the Project shall not exceed the following amounts:

1. Fiscal Year 2021 – Thirty-Nine Thousand Two Hundred Dollars (\$39,200)
2. Fiscal Year 2022 – Forty Thousand Four Hundred Dollars (\$40,400)
3. Fiscal Year 2023 – Forty-One Thousand Six Hundred Dollars (\$41,600)
4. Fiscal Year 2024 – Forty-Two Thousand Eight Hundred Dollars (\$42,800)
5. Fiscal Year 2025 – Forty-Four Thousand One Hundred Dollars (\$44,100)

The total fee for the Project shall not exceed **Two Hundred Eighty-Three Thousand Two Hundred Dollars (\$283,200.00)**.

The City has designated Rebecca Gillis, or her designee as City’s Representative, who shall have authority to act on the City’s behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term. The initial term of this Agreement shall be for two (2) years coinciding with fiscal year 2019 (July 1, 2018 to June 30, 2019) and fiscal year 2020 (July 1, 2019 to June 30, 2020). This Agreement shall automatically renew for five (5) successive one-year terms coinciding with subsequent fiscal years 2021, 2022, 2023, 2024, and 2025, unless the City provides written notice of its intent not to renew on or before January 1 of any renewal term.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at

a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure

based on business confidentiality shall be submitted marked as “confidential - business confidentiality” and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the

City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this

agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

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

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**Piercy Bowler Taylor & Kern Certified Public
Accountants and Business Advisors APC**, a
Nevada corporation
7050 Union Park Ave, Ste. 140
Salt Lake City, UT 84047

Tax ID#: 88-0265237
PC Business License# BL-012724

Signature

Printed name

Title

STATE OF UTAH)

COUNTY OF SUMMIT) ss.
)

On this ____ day of _____, 2019 personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of Piercy Bowler Taylor & Kern Certified Public Accountants and Business Advisors APC, a Nevada corporation, by authority of its Bylaws/Resolution of the Board of Directors , and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for Piercy Bowler Taylor & Kern Certified Public Accountants and Business Advisors APC, a Nevada corporation.

Notary Public

EXHIBIT “A”

SCOPE OF SERVICES

A financial audit and a single audit are requested for the fiscal year ending June 30, 2019. The audits shall be performed in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants (AICPA); the *AICPA Audits of State and Local Governmental Units* audit and accounting guide; and the *Government Auditing Standards*, published by the U.S. General Accounting Office (GAO). For the single audit, federal compliance test work will be done in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (the Uniform Guidance). State compliance test work will be done in accordance with the *State of Utah Legal Compliance Audit Guide*. The audits must be completed and the reports issued on or prior to the Thursday before Thanksgiving.

The auditor will assist management's efforts to obtain the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Please see the sample Provider/Professional Services Agreement attached hereto as Exhibit “A” and made a part hereof for further details on the scope of services.

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements including governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an “in-relation-to” opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall issue a compliance report based on an audit of the basic financial statements and a report on the internal control structure; both in accordance with *Government Auditing Standards*.

The auditor shall prepare and include a statement expressing positive assurance of compliance with Utah State fiscal laws identified by the state auditor and other financial issues related to the expenditure of funds received from federal, state, or local governments.

The auditor may prepare a comprehensive management letter including the auditor's findings and recommendations relative to the internal accounting and administrative controls, compliance with laws and regulations as applicable, and adherence to generally

accepted accounting principles.

The auditor shall include the written responses from the City for each recommendation included in the state compliance letter and the management letter required by the *State of Utah Legal Compliance Audit Guide*.

For the single audit completed in accordance with the Single Audit Act, the auditor shall also examine the financial systems and records as they relate to the various federal grants and agreements and shall issue auditor's reports on internal and administrative control and on compliance with federal and state laws and regulations as required by generally accepted auditing standards promulgated by the AICPA. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls, are to be issued as part of the comprehensive annual financial report.

In fulfilling the Scope of Services, Service Provider and City duties shall be as follows:

I. AUDITOR'S DUTIES

A. Standards: The Service Provider shall perform all test work and prepare all reports in accordance with the following professional standards and federal audit requirements:

1. Generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA), including applicable statements of position and audit guides;
2. *Government Auditing Standards* issued by the comptroller General of the United States;
3. The Single Audit Act as amended by the Single Audit Act Amendments (most current revision); and
4. Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

B. Reports: The Service Provider shall, in accordance with the above standards, prepare the following reports:

1. Report on Financial Statements

For the fiscal years ended June 30, 2019, 2020, 2021, 2022, 2023, 2024 and 2025, the Service Provider, in accordance with generally accepted auditing standards, as promulgated by the AICPA, the *AICPA Audits of State and Local Governmental Units* audit and accounting guide, and the *Government Auditing Standards*, published by the U.S. General Accounting Office, shall audit the financial statements and records of the City and shall issue a

Service Provider's opinion on the City's financial statements (with an in-relation-to opinion on combining and supplementary information). Such financial statements shall be prepared in conformity with generally accepted accounting principles. Reports on internal control and compliance, as referred to below, shall also be issued.

2. Management Report Based on the Audit of the Financial Statements

- (a) Report on Compliance and on Internal Controls Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

The Service Provider shall report on their testing of compliance with federal and state laws and regulations performed as part of the financial and compliance audit. The report must identify occurrences of noncompliance with laws and regulations that are material and all instances or indications of illegal acts which could result in criminal prosecution. The report must contain a statement of positive assurance on items tested.

The Service Provider shall report on their understanding of the City's internal control over financial reporting and the assessment of control risk made as part of the financial and compliance audit. The report shall identify as a minimum: (a) the scope of the Service Provider's work in obtaining an understanding of the City's internal control over financial reporting and in assessing the control risk; and (b) the reportable conditions, including the identification of material weaknesses, identified as a result of the Service Provider's work in understanding and assessing the control risk.

- (b) Findings and Recommendations

The Service Provider shall report findings and recommendations relative to compliance with laws and regulations, internal control over financial reporting, adherence to generally accepted accounting principles, and efficiency of operations. The report shall contain all reportable conditions and all instances or indications of illegal acts.

The Service Provider shall request written responses and corrective action plans, where necessary, from City officials for

each recommendation and shall include such responses in the report.

(c) Status of Prior Findings and Recommendations

The Service Provider shall also report on the City's progress in implementing prior audit recommendations.

3. Single Audit Report

For the fiscal years ending June 30, 2019, 2020, 2021, 2022, 2023, 2024 and 2025, the Service Provider, in accordance with the standards cited above and the additional standards contained in the Single Audit Act as amended by the Single Audit Act Amendments (most current revision), Uniform Guidance, and AICPA standards related to compliance auditing, shall issue the following reports:

(a) Report on Federal Awards: This report covers major program compliance, internal controls over federal awards, and the Schedule of Expenditures of Federal Awards.

(1) The Service Provider shall express an opinion as to whether the City complied, in all material respects, with the specific requirements applicable to major federal financial assistance programs. This opinion may be included as part of the Service Provider's Report on Financial Statements required by paragraph I. B1.

(2) The Service Provider shall express an opinion as to whether the City complied, in all material respects, with the compliance requirements described in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) that are applicable to each of its major federal programs identified in the summary of auditor's results section of the schedule of findings and questioned costs.

(3) The report is required to address the Service Provider's consideration of the internal control policies and procedures over compliance with requirements that could have a direct and material effect on major federal programs. This report should be prepared in accordance with the criteria set forth in Statement on Auditing Standards (SAS) No. 78, *Consideration of the*

Internal Control in a Financial Statement Audit, SAS No. 60, Communication of Internal Control Structure Related Matters Noted in an Audit, and SAS No. 74, Compliance Auditing Considerations in Audits of Governmental Entities and Recipients of Governmental Financial Assistance.

- (4) The report should comply with SAS No. 29, *Reporting on Information Accompanying the Basic Financial Statements in Auditor Submitted Documents*. The report must reference to the audit having been performed in accordance with standards for financial and compliance audits contained in the *Governments Auditing Standards*, to meet the requirements of the Uniform Guidance.
- (b) Schedule of Findings and Questioned Costs: This report should include the following three components as required by the Uniform Guidance:
 - (1) A summary of the Service Provider's results, including:
 - A) The type of report the Service Provider issued on the financial statements;
 - B) Where applicable, a statement that reportable conditions in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses;
 - C) A statement as to whether the audit disclosed any noncompliance which is material to the financial statements;
 - D) Where applicable, a statement that reportable conditions in internal control over major programs were disclosed by the audit and whether any such conditions were material weaknesses)
 - E) The type of report the Service Provider issued on compliance for major programs;
 - F) A statement as to whether the audit disclosed any audit findings which the Service Provider is required to report in accordance with Uniform Guidance;

- G) An identification of major programs;
 - H) The dollar threshold used to distinguish between Type A and Type B programs, as described in the Uniform Guidance; and
 - I) A statement as to whether the City qualified as a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with generally accepted government auditing standards (GAGAS).
- (3) Findings and questioned costs for federal awards, including, where applicable:
- A) Reportable conditions in internal control over major programs;
 - B) Material noncompliance with the provisions of laws, regulations, contracts, or grant agreements related to a major program;
 - C) Known questioned costs which are greater than \$10,000, or are likely greater than \$10,000, for a type of compliance requirement for a major program;
 - D) Known questioned costs which are greater than \$10,000 for a Federal program which is not audited as a major program;
 - E) The circumstances concerning why the Service Provider's report on compliance for major programs is other than an unqualified opinion;
 - F) Known fraud affecting a Federal award; and
 - G) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the City materially misrepresents the status of any prior audit finding.
- (4) The Service Provider shall request a written corrective action plan from City officials for each finding included in the Schedule of Findings and Questioned Costs. The corrective action plan shall provide the name(s) of the

contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date.

4. Report on State Legal Compliance

For the fiscal years ended June 30, 2019, 2020, 2021, 2022, 2023, 2024 and 2025, the Service Provider, in accordance with the *State of Utah Legal Compliance Audit Guide*, shall issue the following reports:

(a) Report on State Legal Compliance

The Service Provider shall express an opinion on the City's compliance with the state legal requirements identified in the *State of Utah Legal Compliance Audit Guide*.

(b) The Service Provider's Management Letter

The Management Letter shall identify any reportable conditions in internal controls over state legal compliance and all instances of noncompliance with state legal issues discovered by the Service Provider.

(c) City's Response to the Management Letter

The Service Provider shall bind the City's response with the Service Provider's Management Letter.

II. CITY'S DUTIES

The City shall furnish the following to the Service Provider:

- A. All financial records, books of accounts, supporting documents, and other related records for and related to the period being audited.
- B. Copies of City Ordinances, Minutes of Council [Board, Commission] meetings, policy directives, grant agreements, contracts, leases, budgets, laws, and other pertinent documents or data, and such other information as may be required for the audit.
- C. A management representation letter confirming oral representations made to the Service Provider.
- D. Adequate working space and other facilities for the conduct of the audit.
- E. All working papers normally prepared by the City in connection with the accounting system, all original documents, as requested, evidencing audited transactions.
- F. Assistance of personnel in all reasonable requests from the Service Provider as the City staff time and budget will permit, including, but not limited to, the preparation of account analyses, summaries, and other working papers requested.

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Not Applicable

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Nick Graue

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Van Boerum & Frank Associates, Inc. for Golf Maintenance Building Energy Commissioning Services in an Amount Not to Exceed \$32,700.00

Suggested Action:

Staff recommends Council authorize the City Manager to execute the First Addendum to the Design Professional Services Agreement, in a form approved by the City Attorney, with Van Boerum & Frank Associates, Inc., for the Park City Golf Course Maintenance Facility Energy Modeling Engineering Services in an amount not to exceed \$32,700.00

Attachments:

[Golf Maintenance Building Staff Report](#)

City Council Staff Report

Subject: Golf Maintenance Facility Building and Envelope
Commissioning Services – DPSA Addendum No. 1 – Van
Boerum & Frank Associates, Inc.
Author: Nick Graue, Public Utilities Engineer
Department: Public Utilities
Date: April 4, 2019
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute the First Addendum to the Design Professional Services Agreement, in a form approved by the City Attorney, with Van Boerum & Frank Associates, Inc., for the Park City Golf Course Maintenance Facility Energy Modeling Engineering Services in an amount not to exceed \$32,700.00

The First Addendum with Van Boerum & Frank Associates, Inc. (VBFA) is to provide supplemental engineering services associated with the commissioning phase of the Park City Golf Course Maintenance Facility project as required to meet the Net-Zero requirements outlined in Park City's Net Zero Resolution for City Buildings and Facilities. Services include:

- The Building Envelope Commissioning Agent (BECxA)
- Mechanical Engineer/Commissioning Agent (CxA)
- Services will be provided through the duration of the construction period and during a 2-year post construction energy performance validation period

Background

Pursuant to the City's net-zero resolution ([link](#)), all new City buildings and facilities are required to achieve net-zero energy through a collaborative design approach between the City, project architect, energy modeling engineering (EME), Building Envelope Commissioning Agent (BECxA) and Mechanical Engineer/Commissioning Agent (CxA). The Golf Course Maintenance Facility project has progressed to a stage where the BECxA and CxA need to be introduced into the project construction stage.

- On May 4th, 2018 the City executed the Original Agreement, in an amount of \$22,000.00, with VBFA for energy modeling services related to the project
- The project has progressed through all design stages and construction approvals have been secured
- The Project was presented to City Council on May 31, 2018, as a Net-Zero Energy building facility with a focus on achieving net-zero performance.
- Construction of the project began in December, 2018
- This commissioning phase is separate and distinct from the energy modeling phase, but is best conducted by the same firm that conducted the energy modeling services.

Funding

The funding for this contract is from water service fees and has been approved as part of the Department's 5 year CIP

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize Staff to Extend Current Tenant Leases Located in the City-owned Bonanza Park East Property Through March 31, 2020

Suggested Action:

Attachments:

[Bonanza Park East Staff Report](#)

City Council Staff Report

Subject: Bonanza Park East Tenant Leases
Author: Heinrich Deters & Nate Rockwood
Department: Sustainability & Budget Departments
Date: April 4, 2019
Type of Item: Consent Agenda

Summary Recommendation

Staff recommends Council authorize staff to extend current tenant leases located in the City-owned Bonanza Park East property on best possible terms through March 31, 2020.

Background

On January 9, 2018, Park City Municipal Corporation purchased the Bonanza Park East property. This property was purchased with the intention of redeveloping the property as the Park City Arts and Culture District, through a public/private partnership with the Kimball Art Center and the Sundance Institute.

With the purchase of the property, the City assumed all rights and obligations as landlord under the Leases of all tenants on the property. With transfer of the property, the City assumed all leases in their existing form. The City provided the option for all tenants to extend current leases to March 30, 2019 under the existing terms of the lease assumed from the previous landlord.

Analysis

The City is currently in the master plan development (MPD) process for the site with its development partners the Kimball Art Center and the Sundance Institute. As part of the MPD process, the Arts and Culture District development design, development and site preparation timelines and development and purchase agreements, has been developed and refined. With this in mind, staff has identified March 31, 2020 as the date in which site preparation is to begin.

Funds received from lease revenue of the Bonanza Park East tenant's offsets building and site management and maintenance costs, including snow removal, landscaping and general repairs.

Tenant Lease Matrix

Entity	Location
Summit Land Conservancy	1665 Bonanza Drive
Youth Sports Alliance	1665 Bonanza Drive
Mountain Trails Foundation	1665 Bonanza Drive
Byer Excavation, Inc.	1685 Bonanza Drive
Integrated Planning & Design, LLC.	1685 Bonanza Drive
Sletta Construction	1685 Bonanza Drive
Panic Button Media	1685 Bonanza Drive
Land Solutions Planning	1685 Bonanza Drive

Maverick Country Store	1635 Bonanza Drive
Anaya's Market	1490 Munchkin Drive
Soul Poles, LLC	1490 Munchkin Drive
Topmark Industries	1490 Munchkin Drive
Silver King Coffee, LLC	1409 Kearns Blvd

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Matt Twombly

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with North Ridge Construction, Inc., in an Amount Not to Exceed \$16,500 for Preconstruction Services for remodeling the Old Bus Barn Located on the East Side of the Public Works Facility at 1053 Iron Horse Drive

Suggested Action:

Award of contract

Attachments:

[Preconstruction Services Staff Report](#)

[Exhibit A: Preconstruction Services Scope](#)

City Council Staff Report



Subject: Public Utilities and Public Works Building Renovation
- Construction Manager at Risk Agreement Award

Author: Matthew A. Twombly

Department: Sustainability

Date: April 4, 2019

Type of Item: Administrative – Award of Contract

Recommendation

Staff requests that the City Council authorize the City Manager to enter into a Construction Manager at Risk (CMAR) agreement in a form approved by the City Attorney's Office with North Ridge Construction, Inc., in the amount not to exceed Sixteen Thousand Five Hundred Dollars (\$16,500) for Preconstruction Services.

Background

On November 8, 2018 City Council awarded the Design Professional Services Agreement to Archiplex Group for the design of Public Utilities and Public Works Building Renovations – Architectural Services ([Staff Report](#) (Agenda Item 8)). Due to the fall 2019 planned demolition of the current Parks Building located adjacent to the Spiro WTP, the Parks, Golf, and Building Maintenance divisions will need to be relocated. Transit has agreed to trade the area of the Old Bus Barn they currently use for the area of the New Bus Barn currently utilized by Streets and Building Maintenance. This will allow for the complete renovation of the Old Bus Barn to accommodate administrative and shop space for Parks, Streets, Storm-water and Building Maintenance.

The future replacement of the current Parks and Golf Building with the 3 Kings Water Treatment Plant (WTP) requires an immediate building remodel to accommodate the Public Utilities and Public Works department personnel. The Old Bus Barn located on the east side of the Iron Horse facility will be converted to office, break-room, meeting and storage space for the Streets, Parks, Storm-water and Building Maintenance Departments.

Due to the urgency of the impending displacement of City personnel, the lack of as-built information, the restrictions on staging and overall constructability of the project, staff proceeded with the solicitation of qualifications and proposals for a Construction Manager at Risk (CMAR) form of construction delivery method. Council could direct staff to use the traditional design-bid-build delivery method. This would require completing the design to 100% documents and then bidding the project and awarding to the lowest bidder. That method would add several months to the overall project schedule.

Staff is recommending that the City Council award the CMAR agreement to North Ridge Construction, Inc., to help the project team with cost estimating, scheduling and developing a procurement process in order to construct the project as quickly as possible, and provide a new home for the displaced City personnel. Staff also recommends using the CMAR process so that the contractor can coordinate the energy modelling during design and the commissioning during and after construction. There is not a method to adequately provide this coordination with a low bid project.

The Request for Qualifications/Proposals (RFQ/RFP) was advertised on February 16th and 20th, 2019 in the Park Record and 15th and 16th in the Salt Lake Tribune. Additionally, the RFQ/RFP was posted on the City's website, e-notify and Utah Legal website. Two firms, Center Point Construction and North Ridge Construction submitted qualifications for the project. A selection committee of City staff and the Architect interviewed both firms on March 22, 2019. The two firms submitted the following proposals:

Company	CM Fee	Preconstruction Services	Preconstruction Duration	Construction Duration	General Conditions	GC's/mo
North Ridge	7%	\$16,500	6-7 weeks	4 mo's	\$100,600	\$25,150
Center Point	5%	\$8,520	4 weeks	4 mo's	\$166,209	\$41,552

The selection committee is recommending City Council award the CMAR agreement to North Ridge Construction because of:

- Their past experience with projects in Park City.
- The strength of individuals committed to the project.
- Experience with construction manager/general contractor or CMAR delivery with Public Entities.
- Availability and communications.
- Strength of addressing PCMC concerns, planning and building approvals.

North Ridge Construction is a local construction contractor with an office in Silver Creek. They have completed numerous projects for Park City Municipal Corporation, including the 3rd Street Stairs, the pedestal and installation of the MARC sculpture, Cemetery Memorial Walls, 1450/1460 Retreat at the Park, and the 2018 Main Street Sidewalks. North Ridge has also performed as Construction Manager at Risk on several projects for the State, the University of Utah, and other cities and public entities. Center Point Construction was not as strong regarding the above criteria and has limited experience working with public entities.

The CMAR Agreement, at this time, only includes Pre-construction Services of \$16,500 and sets the Construction Manager (CM) Fee at 7%. The Guaranteed Maximum Price (GMP) proposal will be developed when the drawings are approximately 80% complete. The GMP will then be incorporated into the CMAR Agreement with an Amendment 1 prior to start of construction. The GMP will include all of the costs of construction including General Conditions, the CM fee of 7% of the cost of work, cost of bonds, and

any allowances (for unknown quantities, such as soils) and contingencies (for unknown conditions such as underground utilities without as-built records).

Consistent with Resolution 28-2017 Adopting Net-Zero Energy Performance for all new or renovated buildings, the architectural team is providing an Energy Modeling Engineer to assist in the design of the renovation of the Bus Barn. Staff is currently in the process of procuring an engineer/consultant through an RFP to perform as a Building Envelope Commissioning Agent, and a Mechanical Engineer/Commissioning Agent to verify that the construction is in compliance with the specified design.

Funding

There is approximately \$1.5 Million in General Funds budgeted for the Public Utilities Facility (originally planned near Quinn's Junction).

Attachments

Exhibit A – North Ridge Construction Pre-construction Services Proposal

Public Utilities & P.W. Renovation (Precon. Costs)

Description	Quantity	Unit	Unit \$	Total
PERSONNEL				
Project Manager	20	HRS	\$75	\$1,500
Superintendent	18	HRS	\$67	\$1,200
Project Engineer	40	HRS	\$60	\$2,400
Scheduler	40	HRS	\$60	\$2,400
Estimator	120	HRS	\$75	\$9,000

Total Cost (Estimated 6 Week Schedule) \$16,500

1. Evaluation and Review

Upon award of the Project North Ridge will immediately perform a review of the schematic design drawings, survey, geotechnical investigation, cost estimates and any current drawings or documents for constructability, document clarity and scope, impact of design. We will contribute information including; means, methods, and practices, construction logistics, and construction execution planning, correlate the design review with CM's observations and investigations of the site, and provide PCMC and the Architect with critical input and recommendations concerning the above. As design documents are developed for Design Development and Construction Documents, we will perform ongoing design reviews and provide PCMC and the Architect with recommendations on constructability, document clarity and scope.

- Project Manager – Evaluate Current Design. Give construction Input to Design Team.
- Superintendent – Evaluate Current Design. Give construction Input to design Team.
- Project Engineer – Evaluate Current Design. Give construction Input to Design Team.

Project Manager	10	HRS	\$75	\$750
Superintendent	10	HRS	\$67	\$670
Project Engineer	10	HRS	\$60	\$600

2. Value Management Assistance

North Ridge will conduct a value engineering process for both Design Development and Construction Documents. We will identify potential alternatives and processes that are cost effective or add value to the project. Consider alternative construction methods to promote historic value.

- Project Manager – Identify Potential Alternative Construction Methods
- Estimator – Value Engineering

Project Manager	4	HRS	\$75	\$300
Estimator	20	HRS	\$75	\$1,500

3. Project Schedule

North Ridge, along with input from the Owner and Design Team, will develop a preliminary schedule for construction that includes all preconstruction tasks and milestones as well as summary construction durations and activities. Throughout the preconstruction phase we will revise, update, and track all preconstruction activity. We will also, develop the construction Critical Path Schedule, including all procurement requirements, remaining design activities, construction phasing and detailed construction tasks. Through use of the project schedule, advise the team in identifying any long lead time items and oversee necessary procurement efforts. North Ridge will build all schedules on “FastTrack” scheduling software.

- Scheduler – Create a Critical Path Schedule for Each Stage of Design Development
- Superintendent – Edit and Confirm Schedule

Scheduler	30	HRS	\$60	\$1,800
Superintendent	8	HRS	\$67	\$536

4. Cost Estimating

North Ridge will produce cost estimates at the end of Design Development and at eighty percent (80%) Construction Documents. North Ridge will establish and maintain a cost trend program, in a format that all Team agree on, that accurately tracks changes in estimated cost.

North Ridge will prepare a GMP at eighty percent (80%) Construction Documents or other mutually agreed design milestone.

- Estimator – Put Together Costs/Budgets at Each State of Design Development

Estimator	20	HRS	\$75	\$1,500
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5. Estimating Records

North Ridge will provide an estimate template, which will be regularly updated, that will document all aspects of the estimate including project scope, the basis for the estimate, exclusions and qualifications, allowance for contingencies and escalation. Quantity take-off's including calculation sheets, sketches, and marked up drawings will be organized for reference during the construction of the project. Unit costs will be fully documented with sub-contractor or vendor quotations for project elements, or substantiated historical figures, with any other pertinent information.

- Estimator – Document Estimate and Distribute to All Parties
- Project Engineer – Document Estimate and Distribute to All Parties

Estimator	10	HRS	\$75	\$750
Project Engineer	5	HRS	\$60	\$300

6. Budget Control

North Ridge shall provide a system of developing and managing the project construction budget from early design phase in pre-construction to the fixed contract amounts in the GMP. As construction begins, the North Ridge shall integrate the preconstruction budgetary system into a comprehensive job cost.

- Estimator – Develop and Manage Project Budget Through all Stages of Design
- Project Manager - Develop and Manage Project Budget Through all Stages of Design

Estimator	20	HRS	\$75	\$1,500
Project Manager	4	HRS	\$75	\$300

7. Procurement Plan

North Ridge will develop a plan to obtain goods and services consistent with the scope, schedule, and budget of the Project. The Work shall be organized into logical divisions of trades to minimize the effects of multiple tier mark-ups and to maximize coordination efficiencies. All procurement will be in accordance with the State of Utah and Park City Municipal Corporation policies and rules.

- Scheduler – Develop and Manage Goods and Services Procurement Plan
- Project Engineer - Develop and Manage Goods and Services Procurement Plan

Scheduler	5	HRS	\$60	\$300
Project Engineer	5	HRS	\$60	\$300

8. Contractor Pre-qualification

During the Preconstruction process North Ridge will advertise for, identify, and pre-qualify trade contractors and/or subcontractors and suppliers who are adequately qualified, suitable and able to provide professional, quality construction services for the project. North Ridge will submit a list of prospective bidders for PCMC review for the project.

- Estimator – Pre-qualify and Vet all Subcontractors Bidding on the Project
- Project Engineer – Pre-qualify and Vet all Subcontractors Bidding on the Project

Estimator	20	HRS	\$75	\$1,500
Project Engineer	5	HRS	\$60	\$300

9. Long Lead Items

North Ridge will identify and develop a schedule for the procurement of long lead time items, if any. We will assist the Owner in the procurement of long lead items and monitor and expedite the delivery of such items.

- Scheduler – Identify and Manage the Any Long Lead Items
- Project Engineer – Identify and Manage the Any Long Lead Items

Scheduler	5	HRS	\$60	\$300
Project Engineer	5	HRS	\$60	\$300

10. Bid Process Management

North Ridge will notify bidders, conduct pre-bid meetings, conduct site visits and/or walk-throughs, and receive trade contractor bids. Once we collect the bids, we will analyze all of the bids to verify that they are complete and that no unacceptable qualifications are made. We will do a comprehensive bid analysis, and review the bids with PCMC and the Architect prior to award of trade contracts or purchase orders.

- Estimator – Verify Bids are Complete and Present to Team
- Project Engineer – Conduct Pre-bid Meetings, and Site Walk-Throughs

Estimator	10	HRS	\$75	\$750
Project Engineer	5	HRS	\$60	\$300

11. Guaranteed Maximum Price (GMP) Proposal

Once the Drawings and Specifications are sufficiently complete, North Ridge will propose a GMP for the project to PCMC, which will include the Cost of the work, Our fee, General Conditions and any other project related costs.

- Estimator – Establish GMP at 80% of Design Completion
- Project Manager – Review & Confirm GMP at 80% of Design Completion

Estimator	20	HRS	\$75	\$1,500
Project Manager	2	HRS	\$75	\$150

12. Progress Reporting

During preconstruction, North Ridge will prepare and submit to PCMC and the Architect, a monthly progress report, in a form acceptable to PCMC. This report will address the status of design and construction schedule, identify outstanding issues, problems, delays, etc., and highlight cost and schedule trends.

- Project Engineer - Develop and Submit Progress Reports at all Stages of Design

Project Engineer	5	HRS	\$60	\$300
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Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: RDA

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Ascent Construction, Inc., in the Amount Not to Exceed \$12,000

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Woodside Park Phase II Construction Manager At Risk Staff Report](#)

[Exhibit A: Ascent Construction Proposal](#)

[Exhibit B: CMAR Agreement - Ascent Construction](#)

RDA Staff Report

Subject: Woodside Park Phase 2
Preconstruction Services - Construction
Manager at Risk Agreement Award

Author: Jason Glidden

Department: Community Development

Date: April 4, 2019

Type of Item: Administrative – Award of Contract

Summary Recommendation

Review the proposal from Ascent Construction and authorize the City Manager to enter into a Construction Manager at Risk (CMAR) agreement in a form approved by the City Attorney's Office with Ascent Construction, Inc., in the amount not to exceed \$12,000 Dollars.

Executive Summary

On January 29, 2019, City Council provided final direction on the proposed design of the Woodside Park Phase 2 Housing project. With this direction, Method Studio was able to complete the design development stage and start to move into developing construction documents. As part of this next stage, staff is recommending that a Construction Manager be contracted through a Construction Manager at Risk Agreement to perform pre-construction services. These services would include: reviewing construction documents for buildability, performing cost estimation and possible value engineering, as well as developing a construction schedule. Council should review the Pre-construction Services Proposal and approve the award of Pre-construction Services Contract for the Woodside Park Phase 2 project to the committee selected Construction Manager. The Woodside Park Phase 2 construction project helps to meet City Council's desired outcomes, notably affordable housing.

Background

October 20, 2016 - [Staff Report \(pg. 3\)](#), [Summary](#), [Minutes](#)
November 3, 2016 - [Staff Report \(pg. 47\)](#), [Summary](#), [Minutes](#)
December 1, 2016 - [Staff Report \(pg. 6\)](#), [Summary](#), [Minutes](#)
November 16, 2017 - [Staff Report \(pg. 71\)](#), [Summary](#), [Minutes](#)
March 8, 2018 - [Staff Report \(pg. 15\)](#), [Summary](#), [Minutes](#)
January 29, 2019 - [Staff Report](#), [Minutes](#)

Analysis

The Request for Qualifications/Proposals (RFQ/RFP) was advertised on January 23rd and 26th, 2019 in the Park Record and 25th and 26th in the Salt Lake Tribune. Additionally, the RFP was posted on the City's website, e-notify and Utah Legals website.

A selection committee included the following participants:

PCMC: Jason Glidden, Anne Laurent, Dave Gustafson
Method Studio: Jarrett Moe

Four (4) firms responded and their proposals are as follows:

NAME	PRE-CONSTRUCTION FEE	CONSTRUCTION MANAGEMENT FEE
ASCENT	\$ 12,000.00	4.0%
KELLER	\$ 53,054.00	4.0%
NEW STAR	\$ 23,928.00	4.5%
NORTH RIDGE	\$ 16,500.00	5.0%

The selection committee interviewed three firms on March 13, 2019. Selection of the chosen firm was based on the following criteria:

- Experience constructing multi-family buildings.
- Experience with sustainable construction practices.
- Strength of individuals committed to the project.
- Experience with construction manager/general contractor or CMAR delivery.
- Ability to meet proposed schedule.
- Strength of addressing PCMC concerns, approval process.
- Other services/cost proposed.

As defined in the City's purchasing policy: **Contracts for Professional Services, where the Service Provider is responsible for Building Improvements/Public Works Project (Construction Manager / General Contractor "CMGC" Method)** are contracts where the City contracts with a "Construction Manager/General Contractor" which is a contractor who enters into a contract for the management of a construction project when that contract allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the Construction Manager/General Contractor's services. The CMGC contract is exempt from competitive bidding. The selection of CMGC contracts shall be based on a documented evaluation process such as a Request for Proposals (RFP), Statement of Qualifications (SOQ), Qualification Based Selection (QBS), etc. The CMGC will implement all bid packages and subcontractors under a competitive bid requirement as required in the City's purchasing policy. The purchasing policy requires that the Project Manager will attend the award of all subcontracts which meet the threshold requirements in which the State Code (and our purchasing policy) requires a sealed bid if it was bid individually. The proposed CM/GC contract also requires that any competitive quotes for items of work between \$15,000 and the State Code amount (approximately \$135,000) will use the City's Local Bidder Preference.

The Construction Manager/General Contractor (CM/GC) is also referred to as a Construction Manager at Risk (CMAR) and the terms are interchangeable. The CM/GC construction method is different from the traditional Design-Bid-Build method in that the contractor is brought on board during the design phase as a professional service

provider to work with the project team to help reduce construction costs, improve quality control and most importantly improve schedule with early mobilization and phased bidding and construction.

The CMAR contract at this time is for preconstruction services of **\$12,000**. The **\$12,000** is below the amount requiring Council award; however this CMAR contract could be amended to a contract for construction management of the project. At the point where construction documents are 90%-100% complete, the Construction Manager will bid the project consistent with State code and City policies. The Construction Manager will then propose a Guaranteed Maximum Price (GMP) that includes a detailed schedule of work and costs based on the subcontractor bids, General Conditions, Construction Manager's Fee, Bonds and a Contingency. Staff will return to Council for award of the Amendment #1 to the CMAR Agreement for the GMP.

Department Review

This report has been reviewed by representatives of Community Development, Legal, Budget and the City Manager's Office and their comments have been integrated into this report.

Funding Source

City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue to fund housing projects. Due to the production of market rate units in this project, two separate funding sources will be used to fund the pre-construction services. RDA bond funds will only be used to fund the affordable/attainable portion of this project.

Attachments

Exhibit A – Ascent Construction Proposal

Exhibit B – DRAFT CMAR Contract – Ascent Construction



SUGARMONT | SUGARHOUSE
323 APARTMENTS | 18 TOWNHOMES

park  city

WOODSIDE PARK

PHASE II

CMR . 2.28.2019



310 West Park Lane
Farmington, UT 84025



Project Contact:
Bob Murri
VP Business Development



c. 801.232.4022
p. 801.299.1711



bobm@ascentconstruction.com



BUILDING YOUR COMMUNITY

February 28, 2019

Jason Glidden
Housing Development Manager/
Senior Project Manager
PCMC
P.O. Box 1480
Park City, Utah 84060

RE: Selecting Ascent to Provide Preconstruction Services as CMAR and Build Woodside Park Phase 2

Dear Jason and selection committee:

Park City Municipal Corporation (PCMC) needs a contractor that can bring significant value to the preconstruction stages of the Woodside Park Phase 2 project. Ascent is very interested in working with you and brings the right team and experience with over 30 CMAR/CMGC-type projects.

Currently, we are constructing two of the largest multi-family housing projects in the state. Both projects required extensive preconstruction services including constructability analysis, materials review, long-lead item management, early estimates/cost budgeting, value engineering and more. These projects include; *Sugarmont in the Sugarhouse area*—342 units, apartments and townhomes, underground parking, \$65M, and *Gardner Mill in West Jordan*—272 apartment units, underground parking, \$42M. We are proposing the same, awesome team that will be finishing the Garner Mill project at the time you will be starting to construct Woodside Park Phase two.

We have extensive experience with historic buildings as well. This year, Ascent received two distinguished quality awards from ENR and Utah Construction and Design for the renovation of the Historic Rock Loft in Fruit Heights—originally built in 1944. Other historic projects include; the Browning Building and Proud Fit buildings in Ogden and the Brigham City Library.

We look forward to hearing from you regarding advancing to stage two in your selection process and hope to work with you from start to finish. Thank you for considering Ascent for this great project.

Sincerely,

Bob Murri
VP, Business Development

A. STATEMENT OF APPROACH OF TEAM (EXECUTIVE SUMMARY)

THE ASCENT WAY HOW WE MANAGE YOUR PROJECT

OVERALL APPROACH

Ascent's project approach is broken into phases, each with actions, tasks and deliverables to be completed prior to obtaining necessary approvals to move to the next phase. The result is an organized set of process controls allowing the project team to make informed choices. This approach allows Park City Municipal Corporation (PCMC) and Ascent Construction (Ascent) to pro actively reach our goals, along with achieving several benefits, including:

- Collaborating and engaging the entire team.
- Developing consistent and firm project controls.
- Ensuring the project supports PCMC's mission and meets approved budgets, schedules, as well as the design vision.
- Identifying roles and responsibilities of team members, and describing tasks, deliverables, and approvals expected for each phase.
- Setting clear expectations and communications.
- Seeking creative solutions within budget and schedule.
- Delivering high quality work and an *extraordinary construction experience*.

OUR STRENGTHS BUILDING BLOCKS OF SUCCESS

COST ESTIMATING DONE RIGHT

We keep a cost history of similar projects to provide PCMC precise and accurate cost estimating.

SCHEDULE MANAGEMENT SECOND TO NONE

Schedule can effect budget if not managed correctly. PCMC will have a detailed design and critical path schedule that will be maintained throughout the project life cycle.

A TEAM OF COLLABORATORS

Method Studio and Ascent will communicate, collaborate and create solutions that work. Working together as a team in partner with TBSE Structural Engineers, Spectrum Engineers, Electrical Consulting Engineers, LLC, Alliance Engineering/Talisman Civil Consultants, AGECE Applied Geotech, Loft 64, and the Building Envelope Commissioning Agent to ensure PCMC has a successful design and construction project. Park City building officials and municipal stakeholders will stay up to date as the project progresses through each stage. Our team will work diligently to answer any and all questions or concerns as soon as they arise.

THOUGHTFUL SUBCONTRACTOR SELECTION

Cost and schedule are contingent on subcontractor ability. We will use our "best value" selection process to ensure subcontractors who begin the project can finish with the quality standards PCMC wants. And, we will make a conscious effort to select local subcontractors to keep the local community engaged.

CAREFUL COST MANAGEMENT

The best cost management tool occurs during bidding. We ensure subcontractors selected understand what they are bidding and their bids are complete. During construction we are vigilant and fair in maintaining the budget.

EMBRACING CREATIVITY AND INNOVATION

We are profound problem solvers. Creativity is a quality as fundamental to construction as the laws of physics. If you build a building, there will be problems to solve, it's the level to which one addresses the challenges that makes a great project.



B. SPECIFIC PROJECT EXPERIENCE



\$11.4M **107,360** **2018**
COST SQUARE FEET COMPLETION

Vecino Group Design Build

BODHI APARTMENTS

Salt Lake City, Utah

Bodhi is a uniquely collaborative community, one that features market rate, affordable and supportive housing-the latter focusing on individuals suffering from mental illness. Through the collaboration of the Housing Authority of Salt Lake County and Salt Lake Community Action Program, the five-story, multi-family community features 80 total units, 18 of which are supportive needs residents. In addition, Bodhi will have on-site supportive services, community space, life-skills classes, a wellness room, and an exercise facility.

Owner Reference/Contact Info

Vecino Group
Brad Holgate | 801.703.8523

TEAM

Brad L. Knowlton, Project Executive
Brent Malan, Project Manager
Tiffer Higgs, Superintendent
Gary Webb, Estimator

HIGHLIGHTS

Limited Staging
Common Space
Sensitive Nearby Users
Community Space
Wellness Room
Multiple Stakeholders
Fitness Center
Administrative Offices
Parking Garage
Winter Construction
On Budget
On Schedule

AWARDS

2018 ENR Quality Award
Residential/Hospitality



\$4.2M **52,000** **2017**
COST SQUARE FEET COMPLETION

M&A Design LLC

STATION SQUARE APARTMENTS

Roy, Utah

Construction of 30 senior apartment units with associated site work. The structure is wood framed, slab on grade and three stories high with underground parking.

Owner Reference/Contact Info

Commonwealth Construction Co.
Brent Schumacher | 920.922.8170

TEAM

Brad Knowlton, Project Executive
Kelly Rasmussen, Project Manager
Steve Garn, Superintendent

HIGHLIGHTS

High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Parking Garage
Site Amenities
Winter Construction
On Budget
On Schedule



SUPERIOR AIR OFFICE BUILDING

Ogden, Utah

The scope of work consists of structural, architectural, mechanical, plumbing and electrical renovations, upgrades, and remodeling of the existing 116 years-old, 3-level building.

Owner Reference/Contact Info
Right Field Properties, LLC
Steve Wood | 801.776.1997

TEAM
Brad L. Knowlton, Project Executive
Brandt Knowlton, Project Manager
Anthony Prince, Superintendent
Gary Webb, Estimator

HIGHLIGHTS
Historical Building Standards
Structural Upgrades
Updated HVAC, Electrical,
Plumbing Systems
Confined Spaces
Public Client

AWARDS
2017 Utah Construction & Design
Most Outstanding Project,
Renovation/Restoration

2017 AGC
Most Outstanding Project,
Renovation/Restoration, Office

\$1.3 **13,000** **2017**
COST SQUARE FEET COMPLETION

aeUrbia Architects & Engineers



WASATCH POINT SENIOR APARTMENTS

Logan, Utah

Construction of a new, 99-unit, 3-story apartment complex in Logan, Utah with community center, pool and detached garages.

Owner Reference/Contact Info
Wasatch Point, LLC.
Larry & Dave Kocherhans
801.296.6004

TEAM
Brad Knowlton, Project Executive
Brandt Knowlton, Project Manager
Bren Malan, Superintendent
Dan Wall, Estimator

HIGHLIGHTS
High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Site Amenities
Winter Construction
On Budget
On Schedule

\$7.2M **116,000** **2013**
COST SQUARE FEET COMPLETION

Brent Hilton Architect



\$1.6m

COST

6,824

SQUARE FEET

2018

COMPLETION

Design West Architects

THE ROCK LOFT (CMGC)

Fruit Heights, Utah

The Rock Loft is a landmark building located at 251 S. Mountain Road in Fruit Heights, Utah. The center portion of the building was originally constructed by Lee Jost in 1944 from flood rocks that came out of the adjacent Bair Canyon. Two years later Lee's son came home from World War II and started building the upstairs and two wings of the building.

Owner Reference/Contact Info

Tim & Burton

Mathews | 801.628.7389

TEAM

Brad L. Knowlton, Project Executive
Dallas Knowlton, Project Manager
Italo Ramirez, Superintendent
Gary Webb, Estimator
Vince Steinfeld, Project Engineer

HIGHLIGHTS

Historical Building Standards
Structural Upgrades
Updated HVAC,
Electrical, Plumbing Systems
Confined Spaces
Public Client
Administrative Offices
Fitness Center

AWARDS

2018 MOST OUTSTANDING PROJECT | UC&D
2018 ENR QUALITY AWARD | RENOVATION/RESTORATION



\$38.8M

COST

458,196

SQUARE FEET

2019

COMPLETION

Architecture Belgique Inc.

STATION AT GARDNER MILL

Salt Lake City, Utah

The six buildings (274 units) are supported by a suite of amenities that include a centralized clubhouse, pool and spa, fitness room, playground, outdoor dining area and trail connections. There is ample access to a variety of parking options that include on-street, structured, and surface parking. This parking is distributed across the site in a manner that reduces the visual impacts while still providing abundant access to parking throughout the site. The project will integrate with the existing Trax Station directly to the South.

Owner Reference/Contact Info

Joe Colosimo | 801.556.3320

TEAM

Brad L. Knowlton, Project Executive
Kelly Rasmussen, Project Manager
Paul Lindsay, Superintendent
Gary Webb, Estimator

HIGHLIGHTS

Transit Oriented
High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Administrative Office
Parking Garage
Site Amenities
Playground
Winter Construction
On Budget
On Schedule



\$16.3M

COST

68,000

SQUARE FEET

2018

COMPLETION

TSA Architects

ROCKY MOUNTAIN CARE HEBER SKILLED NURSING FACILITY

Heber, Utah

Construction of a new single story, stick framed nursing facility for Rocky Mountain Care Organization. This building will house 106 rooms.

Owner Reference/Contact Info

JR Bangerter | 801.598.6700

TEAM

Brad L. Knowlton, Project Executive
Justin Brady, Project Manager
Blu Burch, Superintendent
Vince Steinfeldt, Project Engineer

HIGHLIGHTS

New Construction
Administrative Offices
Health Care Facility
Commercial Kitchen
Clinical Areas
Sensitive Users

Recent CMAR/CMGC Experience	Services provided, including estimating prior to bidding.
City of Laramie, Public Works Campus 110,000 gsf	Site Selection, Programming & Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
City of Woods Cross, Public Works Campus 48,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Davis School District Mueller Park Jr. High 144,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Lewis Bus Group, Shop Fleet Building 13,706 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Mountain States Trailer Maintenance Facility 16,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Gymnastics Training Center 25,505 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Alta High School Renovation/Addition 15,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Uintah County Care Center Addition 19,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Layton High School Addition/Renovation 128,752 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Davis School District Technology Building 32,730 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Management Training Center Office Building & Plaza 54,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management

COMMITMENT TO QUALITY

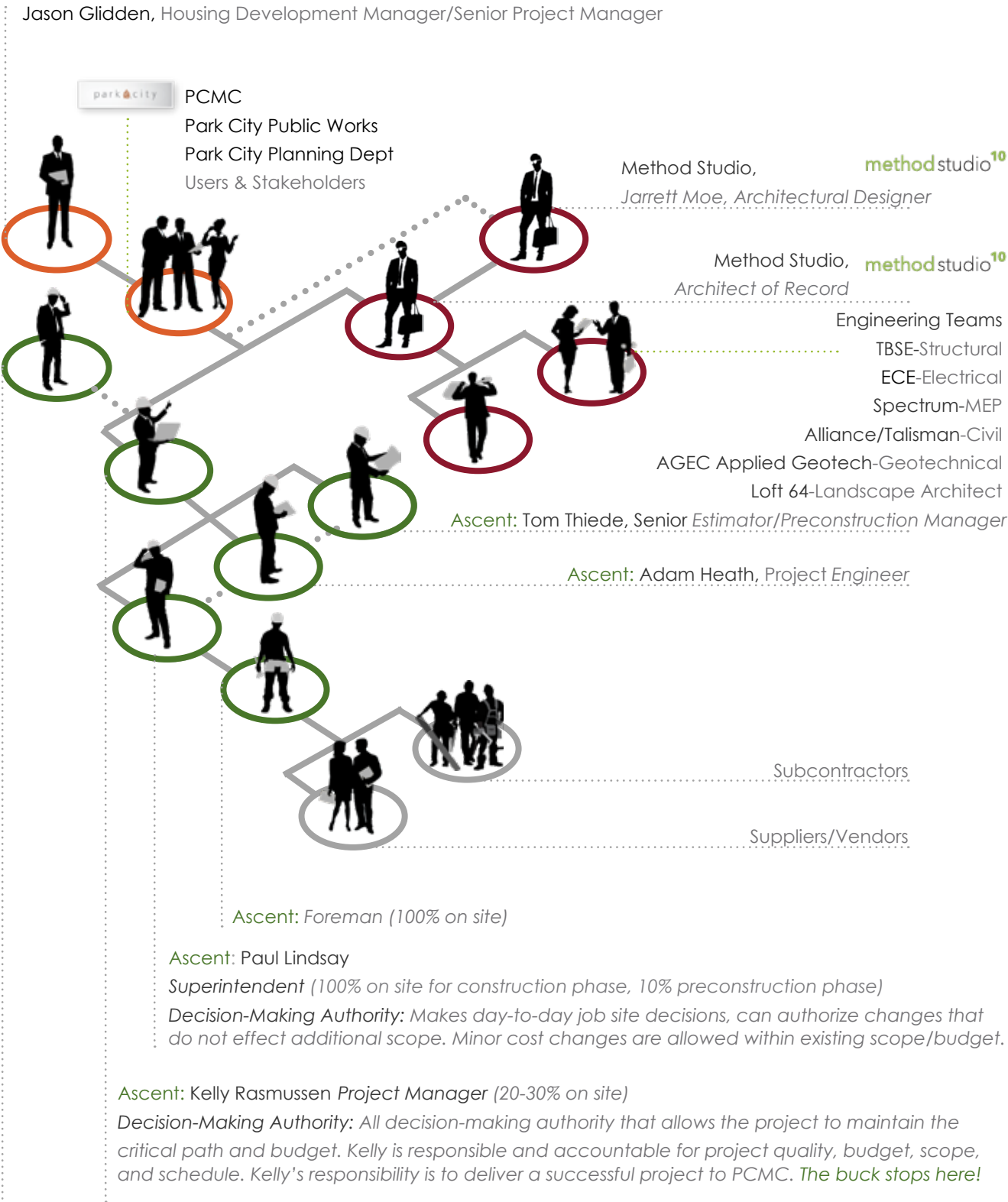
Quality workmanship is found in every aspect of our work. Aside from our numerous quality awards, we know that quality must be in our people, communication, relationships, materials, management approach, subcontractors and construction best practices. We have quality initiatives and quality control guidelines and we follow them to the letter. Those are the basics.

Quality workmanship has to go beyond the basics to encompass the entire construction experience from day one through to completion. Every project is important to us. The personal attention we provide and our unwavering commitment to the success of every project helps to ensure the end result. Ascent has very little turnover. In fact, every member of our management team has been with us since the firm was founded in 2000.

Our people are happy and passionate about making a difference. We have a "bench strength" of "A players". Our commitment to our word helps ensure consistency and quality performance, this is one of the key characteristics clients appreciate about Ascent. The quality that Ascent represents is in every aspect of our performance and in our promise to do our best work on every project.

C. PROPOSED CM STAFF

ORGANIZATIONAL CHART



Ascent: Brandt Knowlton
Project Executive
A means of last resort, Brandt relies on the project manager to make sound decisions.



BRANDT KNOWLTON

Project Executive

RELATED EXPERIENCE

Sugarmont Apartments

Salt Lake City, Utah | March 2019 | \$62M & 567,291 gsf

Bodhi Apartments

Salt Lake City, Utah | February 2018 | \$12M & 107,360 gsf

Station at Gardner Mill Apartments

West Jordan, Utah | April 2019 | \$40M & 480,000 gsf

Crescent Senior Assisted Living

Sandy, Utah | August 2018 | \$14M & 127,000 gsf

Station Square Apartments

Roy, Utah | January 2017 | \$4.2 & 52,000 gsf

East Point Lane Condos (CMGC)

Salt Lake City, Utah | October 2007 | \$16M & 80,000 gsf

Wasatch Point Senior Apartments

Logan, Utah | April 2013 | \$7.2M & 116,000 gsf

Larios Arms Senior Apartments

Winnemucca, Nevada | May 2016 | \$4M & 29,000 gsf

Sunrise Apartments

Salt Lake City, Utah | May 2007 | \$7.2M & 62,000 gsf

DATE OF HIRE: 6.1.2000

LICENSES AND REGISTRATIONS

OSHA Certification
Concrete Testing Certification

EDUCATION

BS, Weber State University,
Construction Management
Technology

YEARS EXPERIENCE	18	YEARS WITH ASCENT	18	NUMBER SIMILAR PROJECTS	9
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KELLY RASMUSSEN

Project Manager

RELATED EXPERIENCE

Station at Gardner Mill Apartment Complex

West Jordan, Utah | April 2019 | \$41.6M & 458,000 gsf

Station Square Apartments

Roy, Utah | January 2017 | \$4.2 & 52,000 gsf

Woods Cross Public Works (CMGC)

Woods Cross, Utah | February 2018 | \$6.4 M & 48,000 gsf

Sandy City Public Works (CMGC)

Sandy, Utah | April 2019 | \$4.3 M & 22,000 gsf

Lehi Fire Station No. 83

Lehi, Utah | December 2017 | \$5.6 M & 14,236 gsf

Utah Transit Authority Jordan River Service Center

Salt Lake City, Utah | December 2010 | \$14.5 M & 180,000 gsf

ATI Administration Shipping/Receiving Building

Tooele, Utah | July 2009 | \$6.9 M & 68,930 gsf

Park City Fire District Fleet Service Building

Park City, Utah | December 2017 | \$1.9 M & 11,175 gsf

DATE OF HIRE: 11.5.2001

LICENSES AND REGISTRATIONS

Full Fit Respirator Certified
Loader Scissor Life and Boom Lift
Training in Code specifications and
blueprint reading
Superintendent and site
management training
OSHA 10-Hour Training
Backhoe
Forklift
HILTI, Certified

EDUCATION

Emery High School
Castle Dale, Utah

YEARS EXPERIENCE	24	YEARS WITH ASCENT	17	NUMBER SIMILAR PROJECTS	9
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PAUL LINDSAY

Superintendent

RELATED EXPERIENCE

Station at Gardner Mill Apartment Complex
West Jordan, Utah | April 2019 | \$41.6M & 458,000 gsf

*Kay's Crossing Apartment Complex (CMGC)
Layton, Utah | May 2014 | \$22M & 252,800 sf

*Rose House, Red Butte Gardens
Salt Lake City, Utah

*Holiday Inn Express
West Haven, Utah | 2001 | 55,000 sf

Ascent Construction Office Building (CMGC)
Farmington, Utah | October 2016 | \$5M & 22,000 gsf

Kaysville Branch Library
Kaysville, Utah | June 2015 | \$3.8M & 15,000 sf

FedEx Warehouse Addition
Vineyard, Utah | September 2014 | \$1.3M & 14,508 sf

*Manila City Fire Station
Manila, Utah

*Star Valley Medical Center
Afton, Wyoming

DATE OF HIRE: 5.7.2014

*Experience prior to Ascent

YEARS
EXPERIENCE **20**

YEARS
WITH ASCENT **4**

NUMBER
SIMILAR PROJECTS **8**

TOM THIEDE

Senior Estimator | Preconstruction Services

RELATED EXPERIENCE

Sugarmont Apartments
Salt Lake City, Utah | March 2019 | \$62M & 567,291 gsf (rooftop pool/garage/pavilion)

Park City Library Renovation*
Park City, Utah | 2004 | \$1 M

Rockpoint Loft Apartments* (CMGC)
Bluffdale, Utah | \$39M

Meridian Apartments* (CMGC)
Salt Lake City, Utah | \$27M

Parkway Loft Apartments* (CMGC)
Orem, Utah | \$32M

Triton Terrace Apartments* (CMGC)
Draper, Utah | \$17M

Hampton Place Apartments* (CMGC)
Salt Lake City, Utah | \$17M

Somerset Meadows Apartments* (CMGC)
Pleasant Grove, Utah | \$22M

Eaglewood Loft Apartments* (CMGC)
Salt Lake City, Utah | \$17M

DATE OF HIRE: 4.24.2018

*Experience prior to Ascent

YEARS
EXPERIENCE **30**

YEARS
WITH ASCENT **1**

NUMBER
SIMILAR PROJECTS **10**

LICENSES AND REGISTRATIONS

Training in Code specifications and
blueprint reading
Superintendent and site
management training
OSHA 10-Hour Training

EDUCATION

Master Graduate at Rapport
International Leadership Program
Associates of Science, Physics



LICENSES AND REGISTRATIONS

Onscreen Take-off
Sage
Microsoft Office
Microsoft Project

EDUCATION

University of Utah



ADAM HEATH

Project Engineer

RELATED EXPERIENCE

St. Marks West Valley FSR
West Valley, Utah | January 2019 | \$5.2M & 10,950 gsf

Davis Vision Center (CMGC)
West Jordan, Utah | July 2019 | \$5.1M & 22,756 gsf

Cosentino Salt Lake City Center
Salt Lake City, Utah | August 2018 | \$814K & 18,600 gsf

Oakhill Hollow Housing Development*
Holladay, Utah

Fiddler's Creek Housing Development*
Layton, Utah

Farmington Foothills Housing Development*
Farmington, Utah

Farmington Parks & Rec Misc. Projects*
Farmington, Utah

*Experience prior to Ascent

LICENSES AND REGISTRATIONS

OSHA 30-Hour
Associate Constructor Certification
AutoCAD
Sketchup
Microsoft Office Suite
Plan Swift/On Screen Take-Off
REScheck Software

DATE OF HIRE: 5.8.18

EDUCATION

Weber State University,
B.S. Construction Management
Technology

YEARS EXPERIENCE	18	YEARS WITH ASCENT	1	NUMBER SIMILAR PROJECTS	10
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D. PAYMENT & PERFORMANCE BOND

Tina Davis, AFSB, CIC
Vice President

Marsh USA Inc.
 15 West South Temple, Suite 700
 Salt Lake City, UT 84101
 801 533-3624 Fax 801 533 3610
 tina.davis@marsh.com
 www.marsh.com

JUNE 20, 2018

Re: PREQUALIFICATION FOR ASCENT CONSTRUCTION, INC.

TO WHOM IT MAY CONCERN::

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation under the laws of the State of Maryland with an office and place of business located at 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056, represents ASCENT CONSTRUCTION, INC. for its surety bonding needs. As of the date of this writing, ASCENT CONSTRUCTION, INC. remains in good standing with FIDELITY AND DEPOSIT COMPANY OF MARYLAND, which is affording continued surety credit for bonded obligations with single project sizes up to \$150,000,000 within an aggregate bonded surety program of \$250,000,000.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of FIDELITY AND DEPOSIT COMPANY OF MARYLAND'S past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Tina Davis, AFSB, CIC
 Vice President
 Attorney-In-Fact for Fidelity and Deposit Company of Maryland
 A+ by A.M. Best Financial Size Category gXV

E. SAFETY

EXPERIENCE MODIFICATION RATING



July 27, 2018

Re: Ascent Construction
25 South Main Street, Suite 200
Centerville, UT 84014

To Whom It May Concern:

Please accept this letter as verification that the Workers Compensation experience modification factor for the above is as follows:

02/18/18 – 02/18/19	.67
02/18/17 – 02/18/18	1.14
02/18/16 – 02/18/17	1.16

Please feel free to contact me if you have any questions.

Thank you,

A handwritten signature in black ink that reads 'Nancy Oliver'. The signature is written in a cursive, flowing style.

Nancy Oliver
Client Representative

On August 3, 2018, Ascent Construction was presented with the distinguished Arches Award by the Utah Labor Commission. Only three awards were given, and Ascent was the only general contractor recognized for excellence in workplace safety and health. This award was based on OSHA site visits to one of our largest projects and perhaps the largest housing project being constructed in Utah currently—the Sugarmont Apartments and Townhomes in the Sugarhouse area right off of 13th South and I-80 East. Ascent was honored to receive this award and proud of our team who keep safety at the forefront of their work every day.



RISK & SAFETY MANAGEMENT PHILOSOPHY

APPROACH TO RISK & SAFETY MANAGEMENT:

After project award, Ascent will develop a systematic approach, plan and execute risk management activities throughout the project's life with PCMC, Method Studio, and surrounding users. The plan will maximize positive risk events (opportunities) and minimize negative risk events (threats) to protect individuals and the project. Ascent will:

- Continually review plans as they are developed; identifying risk events that may occur during design and construction.
- Assess impact/likelihood of identified risks.
- Develop a prioritized list to determine risks that require further analysis or mitigation.
- Develop strategies and specific actions to be taken should the risk event occur.
- Assign individuals to monitor the risk response action, ensuring each risk has an "owner."
- Track and monitor the identified risks. Retire risk events that are successfully avoided, mitigated or have passed the time during which the risk is possible.

A plan that identifies potential risks and mitigates each, keeps the project on schedule and within budget while maintaining design intent.

"Our safety philosophy is everyone on the site needs to feel safe at all times. We have a strong safety manual and program, we determine who the competent person is for each trade that will be onsite as well as their company safety personnel. Everyone on site understands that we are all responsible for each other's safety."-Kelly Rasmussen, Project Manager

STRATEGY TO WORKING ON SITE:

A staging plan will be developed with PCMC and its users as well as Method Studio, demonstrating how we anticipate protecting site personnel, and others. Additionally, our team will work with surrounding neighbors to incorporate their calendars into the overall construction schedule as well as addressing concerns around:



Safety

Careful and specific measures on a case by case scenario of operations and equipment to ensure awareness of construction schedule and adjacent work. Fall protection plans are put in place & equipment operating training for fork lifts & man lifts.

Barricades will be implemented via plan, approved by PCMC and other authorities having jurisdiction, to create a safe zone for the general public. Public areas will be kept accessible and handled per City ordinances. Construction areas will be marked off and easily identifiable to personnel either within or beyond the limits of construction.



Dust

We will construct a dust barrier to minimize dust.

Airborne dust is not only unhealthy, but against code. Ascent will implement a Fugitive Dust Plan and take the necessary steps during construction to mitigate the dust.



Traffic/Fencing

We will control traffic with signage and barricades. We will submit a traffic control and fencing plan for approval prior to work



Entering/Exiting and Safety

Careful ingress and egress plans will be developed with PCMC and the fire marshal.



Security

Site interface will be located near construction entry/exit for security check-in and check-out. Everyone will be badged in daily.



Ongoing Ground's Maintenance

Paul Lindsay will work with PCMC staff to ensure safe access.



Being a Good Neighbor

Residences & businesses surrounding the job site will be disturbed as little as possible. A mindful outreach program will be developed with the community and all surrounding neighbors.



Utilities and Shutdowns

Both our project manager and superintendent understand the critical need for forewarning and pre-planning shutdowns of utility services, if necessary. We recognize shutdowns specific to this project must be managed carefully ensuring backup power is available. Ascent will avoid conflicts between existing and new utilities as well as protecting existing utilities from damage during demolition and construction. Communication will be essential with facility users and neighbors to plan phased shut-downs based on need.



Noise

Work within the agreed hours identified. We will be respectful of the times.

We will meet with PCMC and users, etc. to discuss what activities are disruptive and alter activities as needed to be respectful of adjacencies and ongoing operations.

Should complaints arise, we will immediately respond and work quickly to resolve the issue.



Equipment Moving/High-Risk Activities

Such activities will be coordinated with PCMC and surrounding users so that site and neighbors are safe & secure. Our team has experience working with historical buildings.

F. SCHEDULING & ESTIMATING

COST ESTIMATING

WHAT COST ESTIMATING METHODOLOGY DO WE USE?

Ascent uses the design-assist process analogy methodology. It is used as early in the project as the D&D phase. The costing is calculated using historical and current conditions, with some input from subcontractors. As the competition of the documents progress, actual costs are applied. Continual costing/estimating of evolving documents and options minimize the potential risk of cost deltas at the CD stage.

HOW DO YOU ORGANIZE YOUR ESTIMATE?

We organize our estimates using bid-leveling spreadsheets. This method allows changes and options to be tracked throughout the life of the design, and the ability to see the most value-qualified subcontractor to be chosen.

DURING DESIGN, HOW DO YOU DETERMINE THE FINAL COST WHEN NOT ALL WORK IS SHOWN?

From the beginning of design, Ascent uses every increasing scopes of work to solicit the most accurate costs available at each stage. These costs are discussed at OAC meetings and changes are included to ensure the design intent is being met. This helps reduce the risk, but until final documents it cannot be eliminated. To deflect or off set this, the estimate will include both design and commodities contingencies which will reduce in size as the documents are refined.

HOW MUCH DO YOU USE SUBCONTRACTORS FOR COST INFORMATION DURING THE PRECONSTRUCTION PHASE?

Ascent believes in engaging qualified subcontractors as early as possible in the design process. This saves both time and cost by minimizing any value engineering. During the CD stage, invites are sent to a prequalified list of subcontractors asking to engage in cost estimating. It is anticipated that a minimum of three (3) subcontractor proposals will be provided for each scope of work. While steps are taken to minimize cost deltas during this process, in the event one occurs, Ascent works with the low three subcontractors to determine if there was scope creep, market changes, or resource shortages. We work to reduce the delta and provide solutions to minimize the impact.

MANAGEMENT OF BID PACKAGES

Using the architect's plans and specifications, we use our estimating program, SMARTBID, to solicit bids from qualified subcontractors. SMARTBID allows us to select specific trades, allowing for management of bid packages. The course of action used for a bid package not included in the final GMP is addressed in one of two ways, depending on the origin of the bid package. If the bid package is due to an error or omission in the design, the package is priced out and covered by a contingency that will be developed during the design phase between the team and the owner. If the bid package stems from an unforeseen condition, additional scope of work, or an added requirement from a jurisdiction having authority, the cost would then be added to the GMP to reflect the additional work on the project.

DO YOU HAVE AN IN-HOUSE ESTIMATING STAFF?

Ascent has an in house estimating staff of six (6). For a project of this size, we would require a lead estimator, project manager, and estimating assistant. This structure provides for both constructability and value. The team's time on the project increases as the documents are finalized. At final pricing an "all hands-on deck" mindset happens within the department. The whole team works to qualify and vet subcontractor proposals and ensure accurate final costs. Prior to selection, subcontractors are interviewed to ensure manpower is allocated and available as well as document production rates.

VALUE ENGINEERING & BUDGET REDUCTIONS

Value engineering is approached on a two-front system, with both additive and deductive alternates. A detailed "shopping list" that is updated throughout the design process is created that provides costs, and pros & cons of each option. In the event that budget reduction is required, both estimating and project management work with the team to utilize value engineering and cost the least invasive changes minimizing the impact to the architectural intent.

HISTORY OF ESTIMATES & FINAL COSTS



SANDY CITY PUBLIC WORKS

Estimates: \$4,389,000

Final GMP: \$4,409,915

Final Construction Cost: 4,409,915



MUELLER PARK JR. HIGH SCHOOL

Estimates: \$9,270,000

Final GMP: \$9,300,000

Final Construction Cost: \$9,684,958
Increased because of additional scope of work added



ASCENT CORPORATE OFFICE

Estimates: \$5,707,000

Final GMP: \$5,798,345

Final Construction Cost: \$5,887,229
Increased through minor change orders

SUBCONTRACTOR SELECTION/MANAGEMENT



Quality, experience and performance



Workforce availability and schedule impact



Price and thoroughness of estimate
(change order mitigation begins here)



PCMC considerations

Ascent understands it is PCMC desire to work with a subcontractor base with the ability to perform. We will use a value-based method to determine who can bid—ensuring preferred subcontractor bids are included while maintaining required bidding practices. Selecting subcontractors in today's economy means we have to be more careful. Effective subcontractor selection saves time, money and relationships. There are many considerations in selecting subcontractors, including:

- Work history, past performance and experience with required scope
- Strength of team to perform scope within the critical path
- Proper equipment, staging, scaffolding and tools
- Financial strength and stability to stay the course
- Quality workmanship—delivering quality work at a fair price
- Professionalism working w/clients, architects & stakeholders
- Reliability, commitment, on time performance, fulfills obligations with care, follows the plans and specs with precision
-



Safety: Record and procedures, risk response plan, emergency response plan, risk assessment



Cost: Accurate cost tracking, analysis and forecast



Schedule: Project control and planning for long lead items



Quality: QA/QC plan, on-site inspection, rigid control, change order process

Our superintendent, Paul Lindsay has clearly defined responsibilities for monitoring subcontractor performance. He will consistently conduct weekly status meetings with each subcontractor to review the schedule and coordinate work issues, including quality, safety, site cleanliness, installation conflicts, on-site performance, critical issues and communication. Our team is equipped with the latest technology tools for project scheduling, documentation and communication.

The secret to success is clear communication, making sure everyone knows exactly what to do, and when to do it while working and collaborating together and carefully managing the critical path. If substandard performance is identified at any time during the project, recommendations for improvement are provided both verbally and in writing. Ascent maintains high standards for managing subcontractors while being realistic and flexible in solving various challenges that arise.

Management

Selection

Meetings

The vision of success will be communicated to subcontractors and suppliers through mandatory preconstruction meetings. We will involve our pre-qualified subcontractors as soon as possible in the preconstruction phase. By doing so, this allows us to get the most accurate cost estimates throughout each phase of design and then continued to construction. Allowing subcontractors to be involved in preconstruction also ensures us they fully understand the scope of work and are capable of meeting our goals and deadlines. Only then will contracts be drafted, including scope of work and schedules ensuring compliance with the critical path.

During mandatory subcontractor/supplier meetings, the team will:

1. Outline critical factors for project success as identified by the project stakeholders
2. Review critical path for contractor input on items that may adversely affect the path and adjust the Master Schedule to reflect items identified
3. Communicate Construction Plan, including site staging, location of trailers, parking, lay down areas, Clean and Organized Site Policy, etc.
4. Determine required field measurements
5. Review submittals, procedures for materials and equipment
6. Ensure safety requirements and procedures are followed
7. Ensure proper clothing and safety equipment is worn
8. Review noise management and working hours
9. Discuss mandatory weekly meeting attendance
10. Review requirements for as-built updates

BENEFIT

A team of subcontractors who fully understand the requirements of the project as well as changes as they occur that may effect the critical path.

PROCESS TO ENSURE BUDGET

Several steps & responsibilities are involved to ensure that we don't go over budget.

1

Create a collaborative team setting environment, requiring parties to work together to complete the project within the budget.

2

Define design guidelines and imperatives to identify every aspect of the project, including program, square footage, aesthetic needs, and building materials.

3

Establish an adequate budget to include all wanted & required scope of work.

4

Utilize budget, scope, & value engineering reviews, during precon/construction stages, among all parties.

5

Work collaboratively to manage change orders, schedule correction, and subcontractors.



ASCENT'S RESPONSIBILITY

Prepare estimates and analysis based on budget.

Provide constructability reviews.

Provide information to Method Studio on ways to accomplish the same design or concept using different materials, construction techniques, and methods.

Perform estimates as needed by Method Studio

Provide information in a format that is understandable.

Provide estimates and constructability reviews until the project is in compliance with the budget.

All other tasks as defined in the RFP.

method studio¹⁰

METHOD STUDIO'S RESPONSIBILITY

Design based on the program, design guidelines and imperatives to meet the Budget.

Refine the design until the Budget is achieved.

Work closely with Ascent to understand pricing and constructability issues as design progresses.

park city

PARK CITY MUNICIPAL CORPORATION'S RESPONSIBILITY

Review recommendations and suggestions from Method Studio and Ascent.

Make scope and budget adjustments as needed.

Work with users, technical staff, Method Studio and Ascent to verify scope conforms to the budget or, if necessary, make decisions to bring project within the budget.



CRITICAL PATH MANAGEMENT

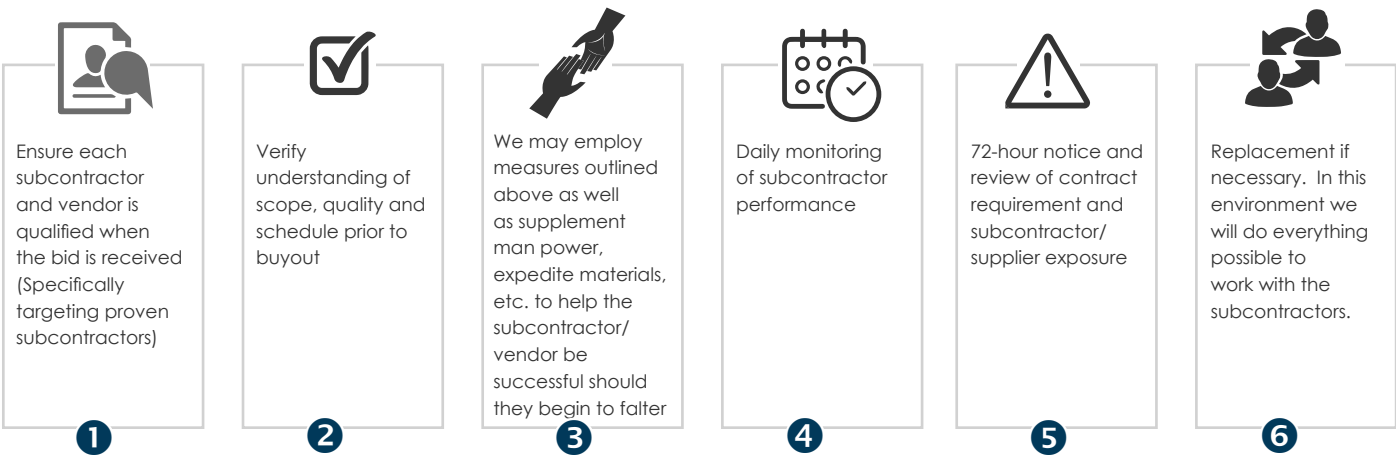
SCHEDULE CORRECTION

A variety of factors can push a project past its deadline. If we discover activities are trending beyond our committed deadline, our first obligation is to try to determine the cause. If we look for remedies without knowing the cause, the situation will probably recur.

Our second task is to try to make corrections that will get the project back on track. At the beginning of a project, we have many options to solve problems. But, toward the end, choices are limited. We look at a variety of techniques to determine which applies to the specific situation. Some of the techniques we consider include:

1. **Work overtime.** Everyone dislikes it, but a logical place to start is with overtime. If people work more hours, they can get more work done in the same amount of calendar time.
2. **Reallocate resources.** First understand vital activities on the "critical path." Determine what resources can be moved by floating non-critical work.
3. **Double-check dependencies.** If we are trending over deadline, validate dependencies, identifying activities that could be done in parallel.
4. **Check time-constrained activities.** Durations that don't change based on the number of resources applied, check these to validate the time frame.
5. **Swap resources.** Once the cause is determined, use available resources that are better able to achieve the critical path. A re-evaluation of resources and re-assigning of resources may be a solution.
6. **Apply additional resources.** It's always possible to allocate more resources on the critical path, but seeking to get the biggest schedule gain for the least amount of incremental costs.
7. **Fast track it.** Look at activities normally done in sequence and assign them totally or partially in parallel. Involves risk that could lead to increased cost and some rework later, therefore, we try to avoid Fast Track.
8. **Manage scope change.** Small changes worked in under the radar create small delays-scope creep must be eliminated. Energy must go into accelerating the agreed-to core work.
9. **Improve processes.** When we look at the cause for the project trending over schedule, we may find that some of the internal work processes could be improved.

SUBCONTRACTOR/VENDOR REPLACEMENT PLAN



SCHEDULE MANAGEMENT EXAMPLES



SANDY CITY PUBLIC WORKS
 12 month duration
 4/2/18-4/19/19
 Currently: Tracking four weeks early
 Factors: Daily communication, use of 5-week schedule with subcontractors, strong plan knowledge, & following phasing/sequencing plan.

STATION SQUARE APARTMENTS
 Jan/2016-Dec 30th 2016
 Framing fell behind 3-4 weeks due to lack of manpower. Our team held pre-install meetings with remaining subcontractors to reduce durations, offer assistance to increase productivity so that once framing was complete everyone else was ready to go. The owner had a strict completion date due to HUD financing restrictions. Ascent along with our subcontractors were able to mitigate the delay and close on time for the owner.

SCOPE CONTROL PLAN

BID ACCURACY: COST AND QUALITY CONTROL BEGINS WITH BIDDING AND BUYOUT

How does Ascent ensure bidders are qualified?

Ascent solicits bidder interest from our list of pre-qualified suppliers and subcontractors familiar with PCMC standards to obtain multiple bids for each discipline required. We then select subcontractors using a "best-value" analysis taking into consideration past performance, financial strength, capabilities, recommendations and cost.

How does Ascent know subcontractors understand project scope?

Verifying bid accuracy is the first step in mitigating potential change orders and ensuring quality. We verify scope on bid day and again during buyout. Our selection techniques ensure that subcontractors selected for the project are capable of performing work according to our schedule, at the required quality level while staying in budget for each definable feature of work.

Is low bid always the best value?

Low bid is not always the best value, particularly if the spread between bids is large. It typically means the subcontractor with the lowest bid does not understand scope, quality and/or schedule. Therefore, we call the low bidders to verify understanding. This process not only saves the project, but also saves the subcontractor from having to honor a bid they aren't prepared to deliver.

How do we ensure that this project will get an appropriate response from the subcontracting community?

Ascent's in-house staff of estimators use a project bidding program called **SMARTBID**. This program allows them to send invitations to bid to thousands of pre-qualified subcontractors, targeting them by trade, location, and ability to perform. Our database currently has over 5,500 subcontractors in it, but if the estimating team find that they are not getting as many bids as wanted, they will start contacting subcontractors by phone or email, making sure to receive strong coverage and accurate bids.

CHANGE ORDER PROCESS



MINIMIZING CHANGE ORDERS

Minimizing change orders begins with bid verification during the bidding phase. Change orders do NOT necessarily mean a price increase, we look at methods to off-set costs to maintain budget should a change be necessary.

Ascent has an established cost control system allowing review by trade—current costs in relation to final cost projections. We have established a control system to advise PCMC and Method Studio of potential added costs or ways to avoid added cost, thereby enabling you to make knowledgeable project decisions.

The change order control system will be reviewed weekly in the project status meetings or OAC Meetings. Before submitting change order requests, Kelly Rasmussen will review the overall plan to look at cost reduction in other areas and work with each subcontractor and supplier submittal to verify that they represent changes that have occurred as a result of latent conditions or project scope changes. However, change orders don't necessarily precipitate an overall cost increase, often streaming costs in other areas keeps the project in budget.

G. REFERENCES

Wasatch Pointe Apartments, Senior Living, Logan, Utah
 Larry D. Kocherhans, President,
 International Dev. Group/Cornerstone Residential
 801.560.0374
 larryk@horizon-living.com

Bodhi Apartments, Salt Lake City, Utah
 Brad Holgate, VP West Region Development,
 The Vecino Group
 801.703.8523
 brad@vecinogroup.com

Rocky Mountain Care Center, Heber City, Utah
 Jay R. Bangerter, Owner, Rocky Mountain Care
 801.598.6700
 Jay.bangerter@rmcare.com

Station Square Apartments
 Daryn Murphy, Vice President of Development,
 The Commonwealth Companies
 503.956.2970
 d.murphy@commonwealthco.net

Larios Arms Apartments, Winnemucca, Nevada
 Beth A. Dunning, Community Dev. Group
 775.887.1795 x126
 bdunning@nrural.org



Date: March 01, 2017

Mr. Kelly Rasmussen

Ascent Construction
 310 West Park Lane
 Farmington, UT. 84025

Re: Letter of Recommendation

Dear Kelly:

I wanted to thank you and your site manager Steve Garn for the excellent work you have provided on the Station Square Senior Apartment project in Roy Utah.

I was most impressed with your attention to detail and being able to meet a very tight project schedule, while maintaining a high level of quality throughout the process for a successful project.

Thank you for providing a professional approach to the project and working as a team to bring it all together for the Owner.

I look forward to working together on future projects.

Kind Regards

Tad Bulin

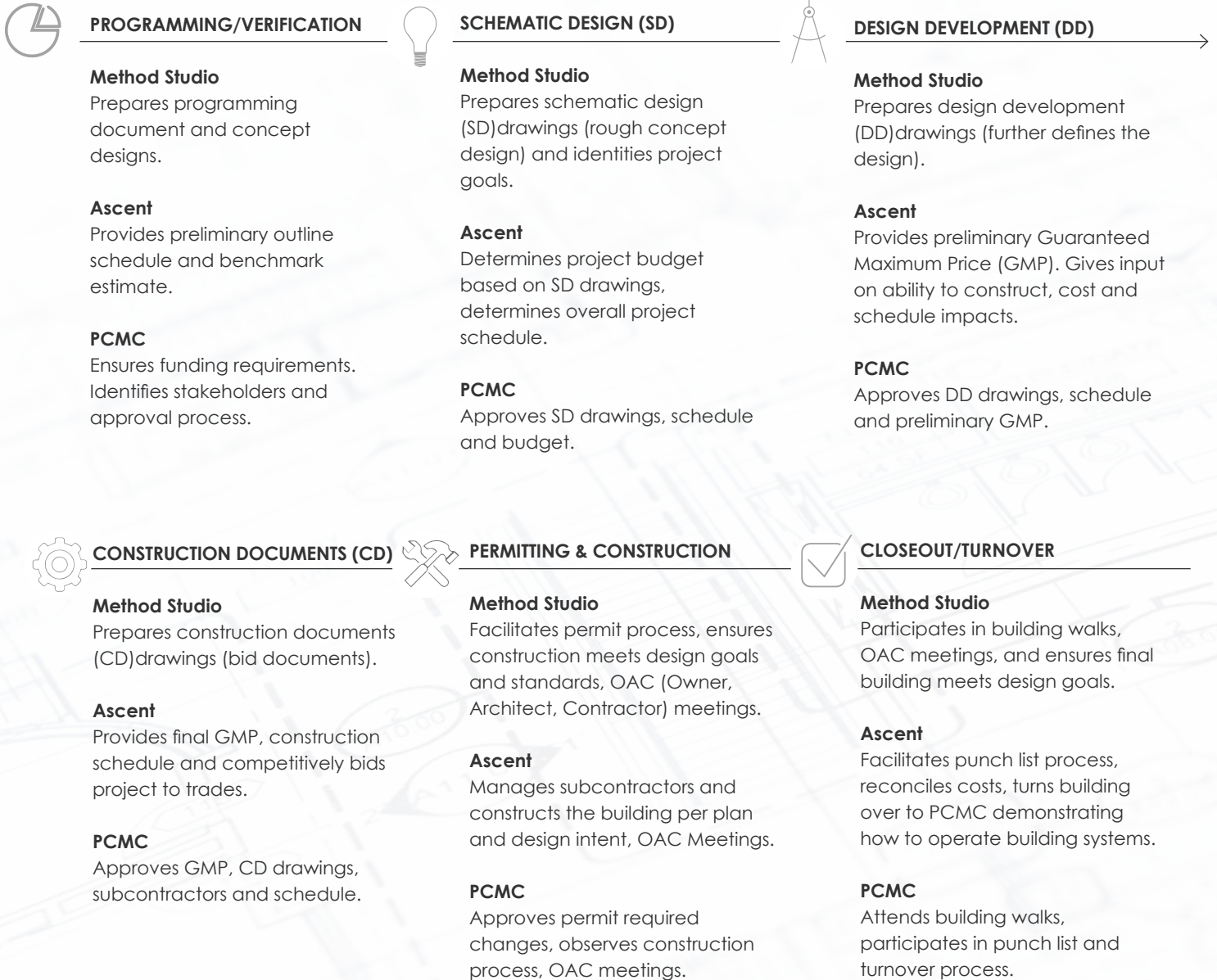
Owners Representative

H. PROPOSED FEE SCHEDULE**Attachment A - Exhibit 1**

Description	Takeoff Quantity	Unit	Total Cost/Unit	Unit \$	Total Amount
Construction Duration	19.00				
Preconstruction Services					\$ 12,000.00
Construction Phase Services					4.00%
P & P Bond @ \$25 Million					\$ 170,000.00
Personnel					
Project Manager	10.00	MN	\$ 15,500.00	/MN	\$ 155,000.00
Superintendent	19.00	MN	\$ 13,500.00	/MN	\$ 256,500.00
Project Engineer	10.00	MN	\$ 9,800.00	/MN	\$ 98,000.00
Project Administrator	10.00	MN	\$ 4,000.00	/MN	\$ 40,000.00
Estimator / Purchasing Manager	4.00	MN	\$ 14,000.00	/MN	\$ 56,000.00
Safety Contractor	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Equipment					
Truck Project Manager	10.00	MN	\$ 1,000.00	/MN	\$ 10,000.00
Truck Superintendent	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Job Specific Equipment	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Facilities					
Mobilization / Demobilization	2.00	EA	\$ 5,000.00	/LSUM	\$ 10,000.00
Storage Trailer 20'	19.00	MN	\$ 110.00	/LSUM	\$ 2,090.00
Lease Rate for Modular Office	19.00	MN	\$ 950.00	/MN	\$ 18,050.00
Mod Ofc (1) Delivery/Return	1.00	LSUM	\$ 1,550.00	/LSUM	\$ 1,550.00
Office Furniture Budget	1.00	LSUM	\$ 850.00	/LSUM	\$ 850.00
Onsite Computer (Budget)	19.00	MN	\$ 125.00	/MN	\$ 2,375.00
IPAD	39.00	MN	\$ 125.00	/MN	\$ 4,875.00
Utilities					
Temp Toilet	19.00	MN	\$ 550.00	/MN	\$ 10,450.00
Temp Electric Service	3.00	EA	\$ 2,500.00	/EA	\$ 7,500.00
Temp Electric Service - Spider	5.00	EA	\$ 800.00	/EA	\$ 4,000.00
Temp Electricity Usage	58,000.00	SQFT	\$ 0.16	/SQFT	\$ 9,280.00
Mobile Phone PM	10.00	MN	\$ 125.00	/MN	\$ 1,250.00
Mobile Phone Superintendent	19.00	MN	\$ 125.00	/MN	\$ 2,375.00
Mobile Phone Project Engineer	10.00	MN	\$ 125.00	/MN	\$ 1,250.00
Internet	3.00	MN	\$ 100.00	/MN	\$ 300.00
Temp Water	1.00	LSUM	\$ 1,200.00	/LSUM	\$ 1,200.00
Project Start/Maintenance/Travel					
Owner/Arch & GC Sign	1.00	LSUM	\$ 950.00	/LSUM	\$ 950.00
SWPPP	1.00	LSUM	\$ 2,500.00	/MN	\$ 2,500.00
SWPPP Inspections	38.00	EA	\$ 250.00	/MN	\$ 9,500.00
Employee Shuttle	3.00	MN	\$ 3,000.00	/MN	\$ 9,000.00
Employee Parking	3.00	MN	\$ 3,000.00	/MN	\$ 9,000.00

I. ADDITIONAL INFORMATION

CM/GC PROJECT MANAGEMENT PHASE BREAKDOWN



CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



KICK-OFF MEETING/SET-UP

Project set-up and clear lines of communication and goals are established.

	What Happens	Responsibility	Deliverables	Approvals
OAC MEETINGS	Identify Key Stakeholders and approval process.	PCMC Leads	List of Participants Meeting Schedule	PCMC Users/Stakeholders
	Identify OAC meeting dates	Ascent Leads	Communication Plan (See Below) Approval Process	Method Studio
	Project Schedule	Ascent Leads		Consulting Engineers
	Gather background data	Method Studio Leads		Ascent
	Identify risks and constraints	Ascent Leads		
COMMUNICATION	Communicates vision and goals for project	PCMC Communicates Method Studio Captures Data		
	Create general awareness about upcoming construction	Ascent Leads PCMC Supports		
	Establish who gets what information and when	Ascent Leads		
	Gather input on communication schedule and preference from users	Ascent Leads		
BENEFIT	Establish decision-making processes, methods for resolving conflict and escalating issues as well as on-site emergency protocol	Ascent Leads		
	Team will pro-actively use the communication plan and available technologies to ensure the right project information is getting to the right audience at the right time.			



CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



PROGRAMMING

Identify and develop options based on scope and budget. Phase ends with the selection of one option to be further defined.

	What Happens	Responsibility	Deliverables	Approvals
PROGRAMMING GOALS	Develop design options identifying key site utility, and building PCMC relationships	Team	Concepts- all options	PCMC
	Diagrammatic floor and stacking plans		Selection Options-	Users/Stakeholders
	Determine space programming requirements		developed into	Method Studio
	Confirm program meets site constraints		Programming Document	Engineering Consultants
CONTROLS & LOGISTICS	Sustainability goals and features, building systems need; and seismic, accessibility, environmental, architectural, and hazardous materials issues	Kelly Rasmussen	Special Reports (soils, asbestos, air quality, etc.)	Ascent
	Risk Mitigation. Identify potential project risks and contingencies		Preliminary Outline Schedule	
	Budget. Develop preliminary budget and cost model		Benchmark Estimate	
	Funding. Communicate funding plan			
BUILDING PROGRAM	Schedule. Preliminary Summary Critical Path Schedule	Tom Thiede		
	Reviews. Conduct stakeholder interviews and charrettes	PCMC		
	Logistics. Develop preliminary site plan	Kelly Rasmussen		
	Administration. Weekly OAC Meetings	Kelly Rasmussen		
	Jurisdictional. Determine special studies required. (Soils, etc.)	Method Studio		
	Outreach. Outline community and building outreach plan	Kelly Rasmussen		
	Building. Conduct user interviews, reconcile program with space guidelines, establish stakeholder representatives	Ascent/Method Studio/PCMC		
	Site. Confirm design criteria and site guidelines	Method Studio		
	O&M/MEP. Confirm design guidelines and prepare draft basis of design	Method Studio		
	Life Safety/ADA. Select and define specific systems	Method Studio		
	Structural. Perform peer review	TBSE Structural Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



SCHEMATIC DESIGN (SD)

Scope, budget and schedule are set

	What Happens	Responsibility	Deliverables	Approvals
SCHEMATIC DESIGN GOALS	Team commits to project parameters, including scope, schedule and budget	Team	100% SD documents	PCMC
	Design-build team fosters an informed decision making process regarding project risks deciding approach, plan and execution of risk management activities			
CONTROLS & LOGISTICS	Develop a budget		Project budget (within FLCC)	Users/Stakeholders
	Sustainability features are defined. Confirm target savings for water use and utilities. Identify preliminary loads and connection points		Sustainability goals, if any	Method Studio
			Project schedule	Consulting Engineers
	Risk Mitigation. Refine list of potential project risks and contingencies	Kelly Rasmussen		Ascent
	Budget. Review SD drawings and develop final project budget	Tom Thiede		
	Funding. Finalize funding plan	PCMC		
	Schedule. Establish baseline time-line schedule	Kelly Rasmussen		
	Reviews. Prepare review documents	Method Studio		
	Logistics. Finalize preliminary site logistics plan	Kelly Rasmussen		
BUILDING PROGRAM	Administration: Weekly OAC Meetings	Team		
	Jurisdictional. Complete architecture and site approval package, preliminary jurisdictional review	Ascent		
	Outreach. Define community and building outreach plan	Ascent/Method Studio /PCMC		
	Building. Confirm SD meets requirements	Method Studio		
	Site. Develop 100% SD drawings with PCMC approval	Method Studio		
	O&M/MEP. Select and define specific systems	Method Studio		
	Life Safety/ADA. Further define specific systems	Method Studio		
	Structural. Determine seismic performance and peer review	TBSE Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES

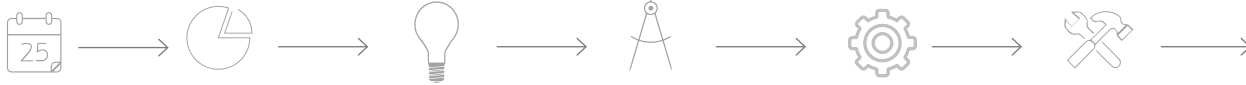


DESIGN DEVELOPMENT (DD)

Detailed design and coordination documents

	What Happens	Responsibility	Deliverables	Approvals
DD GOALS	Develop drawings with a clear, coordination description of every aspect of scope	Entire Team	100% DD documents	PCMC
	Design and coordinate major elements, including equipment, fire protection, mechanical, electrical, structural, telecommunications, and plumbing systems		DD construction estimate	Users/Stakeholders
	Prepare elevations and plans		GMP with adequate contingency-Reconcile to design approval)	Method Studio
	Define key sustainability features. Verify design meets goals, perform applicable life cycle cost analysis, etc.		Project schedule update	Engineering
	Calculate capital and life cycle costs for components and consider costs and savings		Value of components for early approval (demolition, steel, exterior, etc.)	Consultants
	Schedule will allow adequate time for turnover			Ascent
	Additions to scope in this phase may require reduction or elimination of other scope items, delay or budget impact			
CONTROLS & LOGISTICS	Design and construction costs are clarified to inform the DD phase estimate			
	Risk Mitigation. Update list of potential project risks and contingencies	Kelly Rasmussen		
	Budget. Reconcile DD budget to SD estimate and develop preliminary GMP with adequate contingency to finalize design	Tom Thiede		
	Funding. Review funding plan	PCMC		
	Schedule. Review/Update time line	Kelly Rasmussen		
	Reviews. Conduct stakeholder interviews/charrettes	Method Studio		
	Logistics. Update preliminary site plan	Kelly Rasmussen Paul Lindsay		
	Administration/Marketing: Call preferred subcontractor/supplier lists; Weekly OAC Meetings	Ascent/Method Studio / PCMC		
BUILDING PROGRAM	Jurisdictional. Prepare update with DD plans	Method Studio		
	Outreach. Refine community outreach plan	Ascent/Method Studio / PCMC		
	Building. Refine furniture, keying/access control, telecom, A/V, lighting, and signage	Method Studio		
	Site. Develop 100% DD drawings	Method Studio		
	O&M/MEP. Develop 100% DD package based on approved drawings	Method Studio		
	Life Safety/ADA. Develop 100% DD package based on approved drawings	Method Studio		
	Structural. Incorporate peer review comments	TBSE Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



CONSTRUCTION DOCUMENTS (CD)

Detailed drawings to bid, permit and construct the project

	What Happens	Responsibility	Deliverables	Approvals
CD GOALS	Consultants produce contract drawings, including final drawings and specifications for components and systems Ascent is responsible with subcontractors for constructability, drawing coordination, and confirming budget Changes in scope or program will likely impact budget and schedule requiring reduction or elimination of other scope as well as additional review by PCMC PCMC review of drawings and specifications Seismic peer review Detail and coordinate sustainable components as part of building systems and utilities plans	Entire Team	100% Contract Documents Final GMP (reduced contingency 2%) Project schedule update Final construction management plan	Park City Municipal Corp. Users/Stakeholders Method Studio Ascent
	Risk Mitigation. Identify potential project risks and contingencies	Kelly Rasmussen		
	Budget. Finalize GMP (95-100% CD)	Tom Thiede		
	Schedule. Finalize construction time line	Kelly Rasmussen		
	Reviews. Prepare review documents	Method Studio		
	Logistics. Final site plan	Kelly Rasmussen Paul Lindsay		
	Administration/Marketing: Review subcontractor bid lists. Administration: Weekly OAC Meetings	Tom Thiede PCMC		
CONTROLS & LOGISTICS	Jurisdictional. Submit to City for plan check	Method Studio Kelly Rasmussen		
	Outreach. Refine community and building outreach plan	Ascent/Method Studio /PCMC		
	Building. Finalize furniture, keying/access control, telecom, A/V, lighting, and signage	Method Studio		
	Site. Complete 100% CD drawings/specifications	Method Studio		
	O&M/MEP. Complete 100% CD drawings/specifications package based on approved drawings	Method Studio		
BUILDING PROGRAM	Life Safety/ADA. Develop 100% CD package based on approved drawings	Method Studio		
	Structural. Complete final peer review	TBSE Engineers		

CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



PERMITTING

Submit to Jurisdictional Authorities for Review and Permits

	What Happens	Responsibility	Deliverables	Approvals
PERMITTING GOALS	Ascent mobilization and site preparation	Entire Team	100% Permit Documents	Jurisdictional agencies
	Method Studio facilitates permit process		Final GMP (reduced contingency)	
	Method Studio leads communications with jurisdictional agencies using project team as necessary		Project schedule (update with permit impacts)	
	Method Studio coordinates comments and resolves permit issues		Construction permits	
	Ascent is responsible for obtaining individual systems permits		Final Logistics plan with user approval	
			Update Interim Life Safety Plan for occupied facilities on-site	
CONTROLS & LOGISTICS	Risk Mitigation. Potential risks have been identified and a mitigation plan is in place	Kelly Rasmussen		
	Budget. Bid remaining trades, if any; incorporate permit comments in final budget	Rick Sandberg		
	Schedule. Complete final critical path	Kelly Rasmussen		
	Reviews. Final plans provided to technical team for reference only	PCMC		
	Logistics. Review final site plan with users	Kelly Rasmussen Paul Lindsay		
	Administration: Weekly OAC Meetings	Team		
	Jurisdictional. Obtain permits	Method Studio		
	Outreach. Communicate final logistics to effected residential neighbors, businesses and users	Ascent/Method Studio /PCMC		
BUILDING PROGRAM	Building program is complete and incorporated into final drawings	Method Studio		

Ascent uses Procore software to manage construction projects efficiently and effectively.

PROJECT MANAGEMENT SOFTWARE BENEFITS:

Mobility. With Procore's mobile apps for smart phone and tablets, the office is as mobile as a personal device. Real time project data at the fingertips of the entire team so we can actively manage projects from any location.

Increased Collaboration & Efficiency. When project team members can archive and track emails, contracts, drawings, daily logs, RFIs, submittals, and punch items from their mobile devices, we can answer any project-related question instantaneously. Diagnose problems in real time and resolve them quickly to maximize efficiency and drastically increase project margins.

Real Time Visibility Into Project Health. Procore provides key stakeholders 24/7 visibility into project health from bidding to closeout. Analyze project performance in detail to identify risks before they impact the overall success of the project or future projects.

Increased Accountability. Every time a contract adjustment is made, a commitment is entered, or a change order is submitted, it's tracked. This allows Kelly Rasmussen to keep the team on the same page, avoiding potential delays and rework.

Risk Avoidance. Everything accomplished is tracked and archived, from email chains and RFIs, to change order approvals and daily logs. User-change history is archived, holding all team members accountable at every stage of construction.



CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



CONSTRUCTION

Construct safely per plan and specifications

	What Happens	Responsibility	Deliverables	Approvals
CONSTRUCTION GOALS	Ascent conducts weekly on-site OAC Meetings with PCMC, Method Studio, and others	Entire Team	Rolling five (5) week schedules	Jurisdictional agencies PCMC
	Project Manager, Kelly Rasmussen reports on submittals status, budget and schedule; resolving any field conflicts with drawings		RFI's, submittals, and change requests logs	
	Kelly sets agenda and documents decisions and outcomes		A&E site observations	
	Paul Lindsay, Superintendent, reports on safety program, site logistical concerns and provides weekly updates to schedule		Punch list	
	Paul coordinates delivery and installation and facilitates the inspection process		Letter of Substantial Completion	
	PCMC, users and technical team are copied on OAC meeting minutes to assist in resolving field issues		Signed-off permits (final inspections)	
	PCMC and Method Studio help route relevant submittals and RFI's to user and technical team for review			
CONTROLS & LOGISTICS	Risk Mitigation. Continue to mitigate risks during construction	Kelly Rasmussen		
	Budget. Track costs and report weekly	Kelly Rasmussen		
	Schedule. Track and report weekly on overall progress	Kelly Rasmussen		
	Rolling five week schedules	Paul Lindsay		
	Reviews. Construction walk-throughs as needed; submit reviews as required	Method Studio PCMC		
	Logistics. Notify stakeholders of changes	Kelly Rasmussen Paul Lindsay		
	Administration: Weekly OAC Meetings Weekly Sub-Contractor Meetings and safety meetings	Team		
	Jurisdictional. Conduct Inspections	Jurisdictional Auth.		
	Outreach. Maintain communication with residential neighbors, surrounding businesses and users	Ascent/Method Studio/PCMC		

CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



TURNOVER/CLOSEOUT

Facilitate Occupancy and Administrative Financial Closeout

	What Happens	Responsibility	Deliverables	Approvals
TURNOVER	Turnover of building systems	Entire Team	Certificate of Occupancy Turn-Over Documents Complete Interim Life Safety Plan	Jurisdictional agencies
	Furnishing and outfitting facility for occupancy			
	Turnover team meets regularly to ensure transition of building			
	Users work with team to plan occupancy tasks, including phone/data, card access, security, signage, audio/visual and furniture installation			
	Move: planning and coordination			
CLOSEOUT	Facility is occupied	Entire Team	Completed punch list As-built drawings & O&M Manuals User and maintenance turnover letter(s)	Jurisdictional agencies PCMC Users and Technical Staff Building Principal Occupants
	Maintenance responsibilities begin			
	Warranties are in effect			
	Submit closeout documents			
	Complete jurisdictional, legal and contractual obligations			
	Reconcile of accounting/cost			
	Evaluate and report on project outcomes			
CONTROLS & LOGISTICS	Budget. Closeout project contracts and reconcile final project cost	Kelly Rasmussen		
	Schedule. Tracking and complete as promised	Kelly Rasmussen Paul Lindsay		
	Reviews. Training programs, organize turnover meetings, vendor proposals and contracts. Conduct post occupancy evaluation.	PCMC Paul Lindsay		
	Logistics. Demobilization and restore site	Paul Lindsay		
	Administration: Submit complete as-built drawings	Method Studio Kelly Rasmussen		
	Jurisdictional. Acquire final occupancy Submit Certificate of Occupancy	Kelly Rasmussen		

Agreement Between
Owner and Construction Manager
where the Construction Manager is also
THE CONSTRUCTOR

AGREEMENT

made as of the _____ day of _____, 2019

BETWEEN the Owner:

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, Utah 84060-1480

and the Construction Manager (CMAR):

ASCENT CONSTRUCTION

310 West Park Lane
Farmington, UT 84025

The Project is:

Woodside Park Phase 2 Construction
1361 Woodside Avenue
Park City, UT 84060

The Architect is:

Method Studios, INC.
360 W. Aspen Avenue
Salt Lake City, UT 84101

The Owner and Construction Manager agree as set forth below:

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ARTICLE 1
GENERAL PROVISIONS

1.1 GENERAL INTENT OF THE AGREEMENT, RELATIONSHIP OF PARTIES AND PERFORMANCE STANDARDS

1.1.1 General Intent of the Agreement. The general intent of this Agreement is for Owner to retain a highly skilled and competent construction manager at risk, who shall be loyal to Owner; provide sound, accurate, reliable and complete information, guidance, costing and advice to Owner and its Architect; and utilize the highest degree of knowledge, skill, judgment, experience and expertise in the construction industry to help Owner design and build the Project on time and within the construction budget.

1.1.2 The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager, and other persons or entities employed by the Owner for the Project.

1.1.3 Independent Contractor. CMAR is an Independent Contractor and is not an agent or employee of Owner or Agent in performing the Work. Except as otherwise provided herein, CMAR shall maintain complete control and responsibility over its own employees, agents and operations and those of its Subcontractors, Suppliers/Vendors and their respective employees and agents. CMAR hereby accepts complete responsibility as a principal for its agents, Subcontractors, Suppliers/Vendors, their respective employees, agents and Persons acting for or on their behalf, and all others CMAR hires to perform or assist in performing the Work.

1.1.4 Relationship of Trust and Confidence with Owner. CMAR shall work in a relationship of trust and confidence with Owner. CMAR accepts the relationship of trust and confidence with Owner established by this Agreement and covenants to fully cooperate with Owner, Owner's Representatives and Architect and to perform its Work in a professional manner.

1.1.5 If any of the work performed by CMAR in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then CMAR shall immediately repair or correct the work at no additional cost to City.

1.2 GENERAL CONDITIONS

The General Conditions of the Contract shall be the 2007 Edition of AIA Document A201, General Conditions of the Contract for Construction, as amended, which is incorporated herein by reference (hereinafter it is referred to as “AIA Document A201, as amended”). The term “Contractor,” as used in the original AIA Document A201, has been changed to “Construction Manager.”

1.3 CMAR’S PERFORMANCE STANDARDS; GENERAL SCOPE.

1.3.1 Performance Standards. CMAR shall use the highest degree of skill, judgment and resources in performing the Work, shall use its own means and methods consistent with sound and prudent construction practices, applicable laws, rules, regulations, industry standards; and shall perform all Work in strict accordance with the Agreement. CMAR shall furnish efficient business administration and superintendence and shall perform the Work in the most efficient, expeditious and economical manner consistent with the Agreement, Owner's procedures, and in the best interest of Owner.

1.3.2 Standards of Workmanship. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, water lines and landscaping), those specifications shall provide the benchmark for determination of acceptability.

1.3.3 General Scope. The services that CMAR shall provide to Owner are not limited to those described or specified in this Agreement, and the services that are described or specified in this Agreement shall not be deemed to constitute a comprehensive specification having the effect of excluding other services not specifically mentioned herein. Generally, CMAR shall be obligated to perform all services ordered, authorized or directed in an Owner Approved Guaranteed Maximum Price (GMP) or through an Agreement Modification. Without limiting the general scope described above, CMAR shall perform the following services, which are more specifically described throughout the Agreement:

1. Pre-Construction Services. CMAR will work cooperatively with Owner in performing the Pre-Construction Services contemplated in this Agreement attached and incorporated herein as Exhibit B. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by a GMP: confirm the constructability of the Project; validate the established construction budget; propose and cooperate with the Owner in developing the GMP; prepare and provide reliable and accurate cost estimates and data to the Owner during the design phase of the Program to assure that the Project and each Component is designed and is constructible, and can be built within the construction budget; propose a Project Control Schedule for the construction of the overall Project consistent with Owner's Program objectives; propose and cooperate with

the Owner in developing the individual GMP schedule, GMP scope of Work and special terms and provisions applicable to each GMP; provide prudent value engineering and cost saving measures to facilitate completing the Project at or under the construction budget; investigate the Project Site; make prudent recommendations to Owner for the integration of the new Work into the existing facilities; and, provide the Pre-Construction Services contemplated in this Agreement.

2. General Conditions Services. CMAR will work cooperatively with Owner in performing the general conditions services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by a GMP: maintain and update the Project Control Schedule; prepare Cost Control Reports and, provide the other general conditions services identified in this Agreement. General conditions services shall be incorporated into each GMP.

3. Construction Services. CMAR will work cooperatively with the Owner in performing the Construction Services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by GMP: build and construct the Project and each physical Component of the Project within the approved GMPs, construction budget, applicable GMP Control Schedules and in accordance with the Agreement and Owner's Program objectives; provide supervision and construction management services, cost controls, schedule management and updates, Project coordination and coordination of Subcontractors and Suppliers; compile and propose estimates for change orders; and, provide the Construction Services identified in this Agreement.

4. Comply with All Laws. In providing its services hereunder, CMAR agrees to comply at its own expense with all applicable laws of the United States of America, the state of Utah, Park City and other local authorities, and lawful rules and regulations promulgated by their authority and all applicable lawful rules, regulations and ordinances of Park City now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire and building codes.

1.4 REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

The CMAR represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Title 3 of Park City Municipal Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach

any of the ethical standards set forth in City's conflict of interest ordinance, Title 3 of Park City Municipal Code.

1.5 EXTENT AND INTERPRETATION OF AGREEMENT.

1.5.1 This Agreement shall not be superseded by any provisions of the Construction Documents and may be amended only by written instrument signed by both Owner and CMAR indicating a clear intent to change the terms of this Agreement. Construction Documents shall be construed in a harmonious manner with this Agreement, whenever possible.

1.5.2 If any ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the parties.

1.5.3 This Agreement and the Construction Documents shall be considered together, so that any part of the work shown or described on the plans, though not specifically referred to in the specifications or elsewhere in the documents, and any work described or referenced in the specifications or other document, but not shown or described on the plans, shall be executed by CMAR, as well as any Work that, in the opinion of Owner, may be fairly inferred from the specifications, plans, this Agreement or by normal industry practice.

1.5.4 Detail plans shall take precedence over general plans for the same part of the Work. Specifications and detail plans that are prepared or approved by Owner after Owner Approval of a GMP shall be deemed part of such specifications and plans if their requirements may be fairly inferred from the original specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the GMP Substantial Completion Dates or Final Completion Dates.

1.5.5 ORDER OF PRECEDENCE. In the event of a conflict in connection with this Agreement and/or the Construction Documents, more stringent requirements shall apply if the conflict cannot be resolved by applying the following Order of Precedence:

1. Agreement Modifications
2. GMP and GMP Modifications
3. Executed Agreement
4. Supplemental conditions (if any, issued for self-performed Work)
5. Bid addenda (if any, issued for self-performed Work)
6. Specifications and drawings. Drawings take precedence over specifications as to

quantity and location. Specifications take precedence over drawings as to quality of materials and workmanship.

7. Unit price schedules contained in a GMP
8. Instructions to bidders and all information required from bidders (if any issued for self-performed Work)
9. Invitation to Bid (if any issued for self-performed Work)
10. Measurements by scale

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article.

2.0 GENERAL

2.0.1 GENERAL. The CMAR's services shall be those necessary and appropriate to the successful completion of the Program in a timely and cost-effective manner and shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Unless otherwise provided in this Agreement, or as otherwise agreed in writing between Owner and CMAR, the form and content of all systems, reports, forms and regular submittals by CMAR to Owner shall be subject to Owner Approval, and CMAR shall submit such materials to Owner through the Owner's Representative prior to implementation. Owner Approval shall not limit Owner's right to require reasonable changes or additions to approved systems, reports, forms, and regular submittals by CMAR to Owner. The CMAR acknowledges that it is not entitled to receive any Work under this Agreement. The CMAR hereby waives all claims for anticipated profits and all claims based upon the Owner's decision to not proceed with the Program, any GMP or any portion thereof.

2.0.2 SCOPE OVERVIEW. CMAR will work cooperatively with the Owner in performing the services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall as authorized or directed by Owner; maintain and update the Project Control Schedule; prepare Cost Control Reports; prepare and maintain a Project Manual; and, provide the other general conditions services identified in this Agreement. General Services shall be incorporated into each GMP, and also into a separate GMP for project-wide General Services.

2.0.3 OWNER APPROVAL. CMAR will proceed with the Work set forth in a GMP only after Owner Approval of the GMP. Owner's signature on the GMP constitutes Owner Approval of the GMP and Notice to Proceed on the terms specified in the GMP.

2.0.4 A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, permits, construction problems and recommendations, and plans for the succeeding month.

2.1 PRECONSTRUCTION

2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.1.1 Scope. In addition to any other services to be performed during the pre-construction phase as may be specified elsewhere in this Agreement, the CMAR shall provide all management, supervision, labor, services, equipment, tools, supplies and any other item of every kind and description required to provide comprehensive pre-construction services, including, attending design meetings, suggesting value engineering options, preparing detailed CPM schedules and detailed estimates, conducting design and constructability reviews, conducting pre-bid meetings, bid interviews, managing all bidding and negotiations with all subcontractors and Suppliers and all other services required by the Owner for establishing GMP Proposals to cover all Project Components and conducting all necessary coordination with contractors and consultants.

2.1.1.2 Preliminary Evaluation. The CMAR shall become thoroughly familiar with the site and conditions surrounding the site and document the conditions observed on the site with photos or videos. The CMAR shall review with the Owner and Architect, the site data such as access, location of services, public safety, security, surveys, soils information, and other relevant information related to the Program and carrying out the Work. The CMAR shall be responsible for the proper identification and location of all existing utilities, services and other underground facilities that may impact the Program. The CMAR shall participate in a kick-off meeting with Owner to establish rapport and develop a common appreciation of the goals of the Program.

2.1.2 CONSULTATION

The Construction Manager, with the Architect, shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and the

Architect regarding site use and improvements and the selection of Materials, building systems, and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or Material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or Materials, preliminary budgets, and possible economics.

2.1.2.1 Design Review and Recommendations

1. The CMAR shall participate in all design review meetings with the Owner that may be scheduled. For each design submittal, the CMAR shall review the design documents for clarity, consistency, constructability, construction feasibility and practicality, and identification of errors, omissions, conflicts and apparent defects and coordination of documentation.

2. The CMAR shall follow the development of design through final Construction Documents, reviewing the in-progress Schematic Design Documents and Design Development Documents, and familiarize itself thoroughly with all construction documents related to the Program, involving all required disciplines, including without limitation the evolving architectural, civil, mechanical, plumbing, electrical, information technology, and structural plans and specifications, as well as all other drawings and data related to the Program prepared by the Architect. The CMAR shall analyze the design for constructability, including construction feasibility and practicality, and alternative materials/methods.

3. The CMAR shall assist and advise the Owner in exploring potential value engineering, alternative approaches, materials and systems to minimize total construction and operation costs, or to enhance the quality of the Project or any Components thereof.

4. The CMAR shall continuously monitor the impact of proposed design on the Program and GMP schedules and recommend adjustments in the design documents or construction bid packaging to ensure completion of the Program and GMPs in the most expeditious manner possible.

2.1.2.2. Within 14 calendar days of receipt of each design submittal, or within other such time set forth in the Program Schedule or GMP Schedule, the CMAR shall submit a written report to the Owner identifying any apparent ambiguities, defects or conflicts in the design, plans and specifications or other documents, use of illegal or restrictive requirements, overlap between the trade contracts, omissions, lack of correlation between plans and any other deficiencies so that the Architect may arrange for necessary corrections. The report shall also provide advice on site use and improvements, selection of materials, building systems and equipment, methods of Project delivery, permitting, phasing and subdivision of the Work, recommendations on relative

feasibility of construction methods, potential value engineering and alternative materials, availability of materials and labor, time requirements for procurement, installation and construction and factors related to changes in the Work including, the costs of alternative designs and materials and possible economies and all comments related to the design review. The report shall also address the suggestions and/or recommendations previously submitted, additional suggestions or recommendations, as it may deem appropriate.

2.1.2.3 At completion of the CMAR's review of the 100% submittal for a Component, or other design phase submittal that is used for bidding, except only as to specific matters as may be identified by appropriate comments pursuant to this section THE CMAR CONFIRMS THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE BASED ON STANDARDS EXPECTED IN THE INDUSTRY. THE CMAR FURTHER CONFIRMS THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS SUBCONTRACT BID PACKAGES ARE CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME AND BUDGET. THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE. The owner is expressly relying on the skill and expertise of the Architect to produce accurate, practical, consistent and constructible plans and specifications.

2.1.3 PRELIMINARY PROJECT SCHEDULE

1. When Project requirements described in Subparagraph 3.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the Services and activities of the Owner, Architect, and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long lead time procurement, and Owner's occupancy requirements showing portions of the Project having occupancy priority. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

2. Procurement activities shall be included for all Components to reflect durations for contracting, submittal and shop drawing preparation, CMAR review, Architect and Owner review, and fabrication and delivery. Activities shall be included for samples, mock-ups, color selections, testing and inspections, construction clean-up, final clean-up, preparation and completion of CMAR's Punch list, and preparation and completion of Owner's Punch list.

3. The CMAR shall incorporate into its schedule the Work and procurement activities of all contractors and subcontractors, including, but not limited to the utility providers. Such Work shall logically be tied to CMAR's activities so as to accurately represent total GMP progress.

4. Upon review and acceptance by Owner of any GMP schedule, such schedule shall be deemed part of this Agreement. The CMAR shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise Owner of any delays or potential delays.

5. Following development and submittal of the Construction Schedules described above, the CMAR shall, submit with each monthly payment application, or at such earlier intervals as circumstances may require, updated and/or revised progress schedules to show the actual progress of the Work performed, variance from scheduled completion dates, the occurrence of all events that have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original Construction Schedule, and all updates and/or revisions thereto as reflected in the updated and/or revised Construction Schedule last submitted prior to submittal of each such monthly update and revision. The CMAR shall prepare and incorporate into the schedule, the following schedules for the GMP:

6. Pre-Bid Schedules. The CMAR shall prepare a Construction Schedule for the Work encompassed in each bid scope. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid scope as a framework for contract completion by the successful bidder, shall show the interrelationships between the Work of the successful bidder and that of other subcontractors for the applicable GMP.

7. Subcontractor Construction Schedules. Upon the award of each subcontract, the CMAR shall jointly with the Subcontractor, develop a schedule that is more detailed than the pre-bid schedule included in the specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Subcontractor. The Subcontractor construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop plan schedules and material delivery schedules. All Subcontractor schedules shall be integrated into, made a part of and conform to the GMP schedule.

2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and the Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of

the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economics, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES

2.1.5.1 When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect, and Construction Manager.

2.1.5.2 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and the Architect.

1. Initial Program and GMPs Estimates. Within 45 calendar days after the effective date of this Agreement, the CMAR shall prepare an estimate for the Program. In addition, the CMAR shall prepare an estimate for each individual GMP, as requested by the Owner.

2. Project Estimate Updates. The CMAR shall prepare budgeting, estimating and pricing appropriate to each level of design for the Program and the GMP, with increasing level of detail as the design progresses. The CMAR shall assist the Owner in achieving the Program and the GMP budget requirements and other design parameters. The CMAR shall provide construction budget evaluations of alternative materials and systems. The CMAR shall provide input to the Owner on clarifications needed to reduce allowances for contingencies. The CMAR shall work with the Owner to reconcile any inconsistencies in the estimates.

3. Construction Document Estimates. The CMAR shall continue to review and refine the estimates as Construction Documents are completed and advise the Owner immediately if it appears that the Program or the GMP cannot be completed within the budget or schedule.

2.1.5.3 The CMAR shall make written recommendations to the Owner with respect to phasing and subdividing the Work in such manner as will permit the CMAR to complete the Work within the Program budget and schedule. The evaluation shall include recommendations for options to fast track the Program, or certain parts thereof, to achieve earlier completion of the Program. The CMAR shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner. The CMAR shall take such measures as are

appropriate to provide that all construction requirements for the Program will be covered and that the separate construction subcontracts will be without duplication or overlap, and will be sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid scope clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors. The CMAR shall obtain Owner Approval of the proposed phasing and subdivision of the Work for each GMP before proceeding with any procurement or performance of the Work.

2.1.5.4 The CMAR shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Program. The CMAR shall be responsible to stimulate bidder interest in the local, and regional market place, and to identify and encourage bidding competition, including utilization of all Owner subcontractor and vendor lists.

2.1.5.5 The CMAR shall advise and assist the Architect in dealing appropriately and complying with all applicable laws and regulations, including local building departments, local utilities, communications, and other infrastructure issues. The CMAR shall represent the Owner with these entities only if requested by the Owner. The CMAR shall assist the Owner with interfacing, as necessary, with any federal, State or local agencies with jurisdiction over the Program or any portion of the Project.

2.1.5.6 Cost Status Report presenting the budget, estimate, and baseline costs (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Agreement Modifications for each subcontract that, when added to the base-line costs, will become the revised costs. Pending Agreement Modifications will also be specifically identified and incorporated into the Cost Status Report to illustrate the total estimated probable cost to complete the Program and the GMP.

2.1.5.7 Payment Status Report showing the value in place (both current and cumulative), the amount invoiced to CMAR (both current and cumulative), the amount paid by the CMAR to date, the retainage, the amount payable (both current and cumulative), and the balance remaining.

2.1.5.8 Detailed Status Report showing the complete activity history of each item in the Program and each GMP accounting structure. It shall include the budget, estimate and base-line costs figures for each subcontract. It shall give the Agreement Modification history including Agreement Modification numbers, description, proposed and approved dates, the proposed and approved dollar amounts and detailed reasons for the Agreement Modification, and parties responsible. It shall also show all pending or rejected Agreement Modifications. The payment history shall include the date, value-in-place, retainage, and accounts payable

2.1.5.9 Report on Construction Contingency, reconciling the Construction Contingency in each GMP, showing the initial amount in both the CMAR's Contingency and the Owner's Contingency, along with an itemization of expenditures charged to the respective contingencies .

2.1.6 SUBCONTRACTORS AND SUPPLIERS

2.1.6.1 In procuring subcontractor and supplier contracts, Construction Manager shall utilize competitive bidding practices in accordance with Utah Code Annotated §§ 11-39-101 to -107 and the Park City Contracting and Purchasing Policy. Prior to procuring subcontracts and supplier contracts, the Construction Manager shall develop a procurement plan, for review and approval by the Owner, outlining how the Construction Manager will conduct the competitive bidding process. The CMAR shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

2.1.6.2 If written approval is granted to subcontract a part of this contract the CMAR shall require each subcontractor that physically performs services within Utah to submit an affidavit to the CMAR stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee.

2.1.6.3 The CMAR shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The CMAR shall submit lien waivers for each pay release.

2.1.6.4 If the City reasonably believes that CMAR has failed to pay Subcontractors, material men, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the CMAR, either pay unpaid bills or withhold from the release of CMAR's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

2.1.6.5 All subcontracts shall be competitively awarded to the lowest qualified, responsible and responsive bidder subject to Park City's local bidder preference and contract policy. The CMAR shall generally follow the Owner's standard procedures for the procurement of construction services, unless the Owner directs that an alternative basis of award is in the best interest of the Owner. In the event CMAR recommends award of a subcontract to a bidder that is not the lowest bid, CMAR shall explain the reasons for such recommendation and obtain Owner Approval prior to awarding such subcontract. The CMAR and its related entities, such as parent corporations, subsidiaries, affiliates, joint venture partners, or other entities with common ownership or

management, may submit bids and proposals to self-perform the Work as long as the CMAR meets the other requirements for self-bidding, as set forth below, and in PERFORMANCE OF WORK AND SUBCONTRACTS. The CMAR shall prepare the invitations for bids, requests for proposals and assemble all bid documents and contract documents for each subcontract. All solicitations shall specifically state that no contractual relationship will be created with the Owner. Specifically, in connection with procurement of subcontracts, the CMAR shall:

1. Develop proposed pre-qualification criteria, which shall include the subcontractor's financial stability and financial condition, the availability of adequate fixed and liquid assets and equipment to properly perform the subcontract, past performance, bonding capacity, safety record, and the experience and qualifications of the key personnel.
2. Submit the proposed pre-qualification criteria and proposed selection process for Owner Approval.
3. Publicly advertise the Request for Qualifications that includes all of the pre-qualification criteria and the selection process.
4. Open and evaluate all statements of qualifications in accordance with the published notice.
5. Submit the proposed list of pre-qualified subcontractors for Owner's review. Owner will have five (5) business days to notify CMAR of denial of any subcontractor.
6. Conduct a pre-bid conference with prospective bidders, the Architect, and the Owner. In the event that questions are raised that requires an interpretation of the Bid Documents or otherwise indicates a need for a clarification or correction of the invitation for bids, the CMAR shall coordinate the preparation of an addendum to the Bid Documents with the Architect. The addendum shall be the medium for making any clarifications or corrections to the Bid Documents and will be issued to all of the prospective bidders
7. Solicit bids or proposals only from the pre-qualified subcontractors or Suppliers, or, in the event the Notice allows for qualification during the solicitation period,
8. Analyze and evaluate the bids and proposals and their relationship to the budgeted and estimated amounts, and prepare a bid tabulation analysis and such other support data as necessary to document the comparison of the various bids, their responsiveness to the Bid Documents, and the basis for the CMAR's recommendation, including an explanation if the CMAR recommends award to any entity that is not the apparent lowest bidder,

9. Present the bid results, analysis and related documentation for Owner review. Owner will have five (5) business days to object to CMAR recommendation.
10. Ensure that Work shall not commence until Owner Approval of the GMP is obtained.
11. Ensure that related entities, such as parent companies, affiliates, subsidiaries, or other entities having common ownership or management with that of a Subcontractor are prohibited from submitting competing bids or proposals and shall be disqualified for doing so.
12. SELF-PERFORMANCE OF THE WORK. Upon written consent of the Owner, the CMAR may use its own forces or related entities, such as parent corporations, affiliates, subsidiaries, joint venture partners, or other entities with common ownership or management, to perform a portion of the Work,. CMAR may be selected to perform the Work on a GMP if CMAR submitted the lowest bid or if the Owner deems it in Owner's best interest for CMAR to perform the Work. Sealed Bids must be submitted to the owner by 5 PM the day prior to the bid opening.

Self-performed Work will be paid in accordance with the CMAR's submitted bid if two other higher competitive bids have been received. If two other higher competitive bids have not been received, payment will be made in accordance with the CMAR's lump sum bid as long as the bid is within the applicable budget. For all self-performed Work, the CMAR acknowledges and declares that the Agreement is sufficient to enable the CMAR to complete the Work as shown in the Agreement or, if not specifically shown, to perform the activities that may be reasonably inferred as necessary for completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Agreement

2.1.6.6 The CMAR shall provide subcontractors with applicable portions of the Project Manual emphasizing their respective responsibilities for performance and the relationships of their Work with respect to other subcontractors and Suppliers. The CMAR shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall GMP schedule. The schedule shall include all phases of the construction Work, material supplies, long lead procurement, Architect Approval of shop drawings, Agreement Modifications in progress, and schedules for Agreement Modifications,. The CMAR shall review each Subcontractor's construction schedule and conformance with applicable documents to ensure that established completion dates will comply with overall GMP schedule requirements. The CMAR shall review the progress of construction of each Subcontractor, evaluate the percentage completion and compare actual progress to schedule, and determine and implement alternative courses of action that may be necessary to achieve timely and complete contract compliance by the Subcontractor.

The CMAR shall determine the effect on schedules of requested time extensions and require recovery schedules from subcontractors as needed.

2.1.6.7 The CMAR shall be responsible and accountable for the quality control of the Work including quality control testing and inspection. The CMAR shall review and supervise the Work of all subcontractors, safety and security plans, reviewing construction means, methods, techniques, sequences and procedures, shop drawings, and providing instructions to each when their Work does not conform to the requirements of the Construction Documents for the GMP. The CMAR shall continue to exert its influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. The CMAR shall receive copies of all claims or reports from the Owner relative to the performance or acceptability of the Work. Should disagreement occur between the CMAR and either the Owner or the Architect over acceptability of the Work and its conformance with the requirements of the Construction Documents of the GMP, the Owner and or Architect shall be the final judge of performance and acceptability, and noncompliant Work shall be corrected accordingly. The Owner may employ an independent firm for verification testing of the quality control testing. The CMAR will exercise reasonable care and diligence in discovering and promptly reporting to Owner any defects or deficiencies in the Work.

2.1.6.8 The CMAR shall be the single point of interface with all of its Subcontractors and Suppliers, and there is no requirement that Owner or any of its agents or representatives, including the Architect, interface with such subcontractors and Suppliers. The CMAR shall negotiate all Subcontractor Change Orders, and other subcontract modifications with the affected subcontractors. The CMAR shall review the costs of all proposed Subcontract Change Orders and advise the Owner and Architect of their validity, basis for entitlement and reasonableness, acting in the Owner's best interest prior to requesting Owner and Architect Approval of each Subcontract Change Order from the Owner. Before any Work commences on any Subcontract Change Order, Owner and Architect Approval of the Subcontract Change Order is required. However, when health and safety are threatened, the CMAR shall act immediately to remove the threat to health and safety, seeking input from the Owner and Architect if reasonably possible. The CMAR shall also carefully review all shop drawings, submittals and samples and then, if acceptable, transmit them to the Architect. The Architect will transmit them back to the CMAR who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The CMAR shall maintain a document control system to promote expeditious handling. The CMAR shall forward to the Architect all requests for the interpretations of the plans or specifications requested by the subcontractors via submission of a Request for Information form (as provided in the Project Procedures Manual). The CMAR shall maintain a document control/correspondence log system to promote expeditious handling of all submittals and Requests for Information. The CMAR shall advise the Owner and Architect when timely response is not occurring on any of the above.

2.1.6.9 REQUIRED SUBCONTRACT PROVISIONS. In addition to subcontract provisions required in other parts of this Agreement, CMAR shall include in its contracts with subcontractors in connection with the Work the following:

1. Subcontractual Relations. By an appropriate written agreement, the CMAR shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CMAR and to assume toward the CMAR all the obligations and responsibilities assumed by the CMAR in the Agreement. Said Subcontractor agreements shall preserve and protect the rights of the Owner and Architect under the Agreement with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. The Subcontractor agreements shall also require the Subcontractor to assume toward the Owner all obligations and responsibility that the Subcontractor has to the CMAR in the event the Agreement is terminated and the Owner desires to assume the subcontract. Where appropriate, the CMAR shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

2. The CMAR shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Agreement to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed subcontract that may be at variance with the Agreement. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.1.6.10 Subcontract Requirements.

1. All subcontracts shall provide:

a. Limitation of remedy - no damages for delay - The Subcontractor's exclusive remedy for damages for delays in the performance of the subcontract caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or Architect and including claims based on breach of contract or negligence, shall be limited to an extension of the scheduled construction time and actual direct costs allowed by Section 8.2; provided, however, the only delays that will result in a time extension are those that extend the Critical Path of the GMP schedule included in the GMP, unless amendments thereto have been approved by the Owner.

b. In the event of a change in the Work the Subcontractor's claim for adjustments in the subcontract sum are limited exclusively to its actual costs for such changes plus no more than 15% for overhead and profit and bond costs if the Work is self-performed by the Subcontractor.

For all other Work, adjustments in the subcontract sum will be no more than 5% for overhead and profit and bond costs.

c. Each subcontract shall require the Subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the subcontract price, damages, losses or additional compensation.

d. Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to CMAR within the time and in the manner in which the CMAR must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

e. Each subcontract shall include an acknowledgement by each Subcontractor and Supplier that the payment bond provided by CMAR pursuant to this Agreement is a substitute for the right to claim a lien on any portion of the Project, and that any claims for nonpayment shall be made against the bond.

f. Such other provisions as set forth in the Agreement to be included in subcontracts.

2. RESPONSIBILITIES FOR ACTS AND OMISSIONS. The CMAR shall be responsible to the Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the CMAR.

3. COPY OF SUBCONTRACTS. The CMAR shall provide, upon request, a copy of each subcontract, including the general and supplementary conditions, to the Owner.

2.1.7 LONG LEAD TIME ITEMS

The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and shall recommend to the Owner and the Architect a schedule for procurement of long lead time items, which shall constitute part of the Work as required to meet the Project schedule. When each item is identified, the CMAR shall notify the Owner of the required procurement and schedule. Such information shall be included in the bid documents and be made a part of all affected subcontracts. As soon as the Architect has completed plans and technical specifications and the CMAR has obtained approval, the CMAR shall arrange for procurement of such long-lead items, subject to prior Owner Approval. The CMAR shall keep informed of the progress of the respective subcontractors or Suppliers, manufacturing or fabricating such items and advise the Owner, of any problems or prospective delay in delivery

Procurement of long lead time items shall be subject to competitive bidding practices as described at Subparagraph 2.1.6 herein. If such long lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long lead time items.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds, and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

2.2.4.1 A list of the Drawings and Specifications, including all addenda thereto, and the Conditions of the Contract that were used in preparation of the Guaranteed Maximum Price proposal.

2.2.4.2 A list of allowances and a statement of their basis.

2.2.4.3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

2.2.4.4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingencies, and other items and the fee that comprise the Guaranteed Maximum Price.

A GMP may include an agreed upon sum as the Construction Contingency. The Owner and CMAR may determine and agree based on the risk in a particular GMP that a special CMAR contingency line item should be included for use related to this particular risk. The Contingency shall be utilized to compensate for the increased Cost of the Project incurred by the CMAR because of Unforeseen Circumstances relating to construction under a GMP, which resulted in an unavoidable increase in costs. Charges to the CMAR's Contingency shall not become due and payable until full documentation is presented to the Owner that demonstrates to the satisfaction of the Owner, through written Owner Approval, that the charges are proper and in compliance with the Agreement

2.2.4.5 An acknowledgment that the proposed Guaranteed Maximum Price is based on a **Substantial Completion Date of TBD, and a Final Completion Date of TBD.**

2.2.5 The Construction Manager shall meet with the Owner and the Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or the Architect discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Owner.

2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1 of this Agreement. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed upon assumptions and clarifications contained in Amendment No. 1 of this Agreement. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the

Owner, Architect, and Construction Manager. The Construction Manager shall promptly notify the Architect and the Owner if such revised Drawings and Specifications are inconsistent with the agreed upon assumptions and clarifications.

2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes that are enacted at the time the Guaranteed Maximum Price is established.

2.2.11 Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

2.2.12 LIQUIDATED DAMAGES. In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City One Hundred Dollars (\$100.00), (_____contractors initials) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty.

2.2.13 Time is of the essence in the performance of this Agreement and all GMPs hereunder. The parties acknowledge that the terms of this Agreement and all GMPs have been negotiated based upon the orderly and continuous progress of the services through completion of the Program.

2.2.14 The GMP Proposal shall include a GMP schedule and a GMP Substantial Completion Date, a GMP Final Completion Date and an Owner occupancy date, if different from the above, and may include other mandatory milestone dates for tenant finish-out construction or for completion of the GMP. The CMAR agrees to complete the construction in accordance with the GMP schedule that is included with the approved GMP.

2.2.15 The CMAR acknowledges that failure to complete a GMP within the GMP schedule and the dates set forth in the GMP, or as modified by a GMP Modification, may result in substantial damages to the Owner, for which the CMAR shall be fully liable. The liquidated damages to be assessed for late completion will be set forth in the GMP. If the Owner, in its sole discretion, determines that liquidated damages are due, the amount of liquidated damages shall be subtracted from any remaining retainage on the application for payment. If there is insufficient

retainage to compensate the Owner for the liquidated damages, the CMAR and its Surety shall pay to the Owner the amount due within ten (10) business days of receiving written notification of the shortage. Failure to make the required payment to the Owner will result in the Owner's enforcement of its right to receive the payment in any manner allowed by law and CMAR may be prohibited from bidding on future projects with the Owner as a result. The CMAR's Contingency shall not be used to pay for liquidated damages.

2.2.16 PROGRESS OF THE WORK. The CMAR shall cooperate with the Owner in order to maintain the progress of the Work in accordance with the GMP schedule, or as modified by a GMP Modification. If the Owner determines that the CMAR is failing to maintain the progress of the Work, through no fault of the Owner, the CMAR must, within seventy-two (72) hours of written request of the Owner, submit a written response detailing the CMAR's plan of action to recover lost time in order to maintain the progress of the Work in accordance with the accepted schedule. In such event, the CMAR shall comply with the Owner's written orders to take whatever steps are necessary to recover lost time and maintain the progress of the Work. These steps may include, but are not limited to, re-sequencing the Work activities, increasing the number of shifts, workforce, supervision, work days, overtime operations, equipment resources, or expediting delivery of materials or equipment. Regardless of the manner in which the schedule is recovered, the CMAR shall not be entitled to additional compensation for actions that relate to the recovery of the schedule.

2.2.17 In addition to other remedies available to the Owner, if the CMAR fails to maintain the progress of the Work in accordance with the schedules set forth in the GMP, or as modified by an Agreement Modification, the Owner may, upon seven (7) business days written notice to the CMAR and its Surety, order the CMAR to suspend or cease all or a portion of the Work and the Owner may prosecute the Work at Surety's and CMAR's expense.

2.3 CONSTRUCTION PHASE

2.3.1 The CMAR shall provide, as part of CMAR's construction phase general conditions services, Jobsite administrative functions during construction to assure proper supervision, coordination and documentation of the Work, including but not limited to such things as the following:

1. **Supervision of Work.** Provide full-time representation at the Jobsite to become familiar in detail with the progress and quality of the Work completed, to determine in detail if the Work is proceeding in accordance with all the requirements of the Agreement, to ensure compliance with the Plans and Specifications for the Program and GMP, coordination with other work, and to ensure compliance with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees.

2. **Daily Logs.** Maintain a log of daily activities for the Program and GMP including, at a minimum, the following information in a bound log: the day, date, weather conditions and how any weather condition affected the progress of the Work; time of commencement of Work for the day; the Work being performed; material, labor, personnel, equipment and subcontractors at the Jobsite; visitors to the Jobsite including representatives of Owner and Architect; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. The log and database shall be available to the Owner, the Architect, and the inspectors upon request.
3. **Project Rosters.** Provide to the Owner and maintain at the Jobsite, a roster of companies on the Project with names and telephone numbers of key personnel, and provide a means of identifying workers on site in accordance with the approved security plan.
4. **Job Meetings.** Hold weekly progress and coordination meetings with the Owners to provide for an easy flowing Project and orderly progress of the Work, including implementation of procedures, and to assure timely submittals and expeditious processing of approvals and return of shop drawings, samples, etc. The CMAR shall advise the Owner of required participation in any meeting or inspection, giving each approximately one week's notice, unless such notice is made impossible by conditions beyond the CMAR's control. .
5. **Project Team Meetings.** The CMAR, Owner, and Architect shall meet regularly as the progress of the GMP requires, but in no case less than every two weeks, to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two weeks.
6. **Shop Drawing Submittals and Approvals.** Work with the Architect to establish and implement procedures for expediting and processing all shop drawings, samples, submittals and detail plans/drawings, and other documents, maximizing the use of electronic plan media to the greatest extent possible for submittal and transmittal to the Architect of such plans for action, and closely monitor their submittal and approval process. The CMAR shall be responsible for the initial review and appropriate circulation of submittals. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that it has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Agreement.
7. **Material and Equipment Expediting.** Closely monitor material and equipment deliveries, critically important checking and follow-up procedures on Supplier commitments of all subcontractors.

8. Payments to subcontractors. Review and process invoices from subcontractors and Suppliers and comply with the payment requirements set forth in Article 4.
9. Document Interpretation. Refer all questions for interpretation of the documents prepared by the Architect to the Owner.
10. Reports and Jobsite Documents. Record the progress of the Program and GMP as required by this Agreement or as directed by the Owner. Submit written progress reports to the Owner including information on the Subcontractor's Work, and the percentage of completion. Keep a daily log available to the Owner and the permitting authority inspectors.
11. Subcontractors' Punch List. Prepare periodic Punch lists for each Subcontractor's Work including unsatisfactory or incomplete items and schedules for their completion.
12. Signage. Arrange for all appropriate signage necessary for identification, direction, or control for safety and maintenance of traffic. The layout, need and location of all signage must be approved by the Owner, and the signage shall be prepared by a professional sign maker.
13. Printing. Arrange for the printing and distribution of all required bidding documents and shop drawings, including the sets required by any permitting authority's inspectors.
14. Cleaning. Cause the subcontractors to keep the premises where the Work is underway reasonably free from accumulations of waste material or rubbish. Upon GMP Substantial Completion of portions of the Work, the CMAR shall cause the appropriate subcontractors to remove all rubbish, tools, scaffolding and surplus materials from and about the premises and leave such Work area clean and ready for occupancy.
15. Protection of Property. Take all reasonable precautions for the safety of, and monitor the subcontractors for reasonable protection to prevent damage, injury or loss to all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CMAR or a Subcontractor, and other property at the site or adjacent thereto, including walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The CMAR shall cause all subcontractors and other agents of CMAR to protect Owner's property from loss or injury that may arise in connection with the Work. The CMAR shall, at its cost, provide proper climate control as required to construct the GMP and protect finished Work until the Substantial Completion date.

16. Agreement Modification Administration. Prepare proposed Agreement Modifications in conjunction with the Owner regarding revised plans or sketches as prepared by the Architect for items of extra Work or changes of scope (as required), and review each requested change in the Work or directed extra Work to compare with the prices quoted by the subcontractors. With Owner Approval, conduct negotiations with Subcontractors and develop subcontract modifications to incorporate the changes or extra Work into the subcontracts and process each contract modification through the respective Subcontractor and submit for Owner Approval prior to any Work being performed. The CMAR shall evaluate the scope of Subcontractor's proposal with respect to the proposed contract modifications and substitutions proposed by the Subcontractor and make recommendations to Owner. Owner shall have the option to reject proposed contract modifications and substitutions and the Architect shall coordinate the revision of the Plans and Specifications accordingly. Any Work performed under a proposed contract modification without prior Owner Approval shall be subject to removal and replacement at the CMAR's cost. The CMAR shall have no authority to authorize changes in the Agreement of any kind or to modify any deadlines for completion of Work.

17. Administration of Claims. The CMAR shall evaluate and administer claims from subcontractors and Suppliers as to their validity under the terms of the subcontracts. Upon being advised of any proposed contract modification, the CMAR shall submit to the Owner the estimated cost of, or savings attributable to, such contract modification, the estimated impact thereof on the GMP Schedule and a detailed statement regarding entitlement. No contract modification shall be effective until the CMAR receives approvals in writing from Owner. Upon Owner Approval and execution by the applicable subcontractors, such contract modification shall become a part of the Agreement, and the CMAR shall promptly cause the performance of the Work so changed to proceed. In the event a contract modification necessitates a change in a GMP Schedule, such schedule and any associated costs shall be changed by a reasonable amount. Agreement on any Agreement modification shall constitute a final settlement on all items covered therein, subject to performance thereof and payment therefore.

18. Subcontractor/Suppliers Disputes. Resolve, in consultation with the Owner, all disputes that may arise with or between subcontractors and/or material Suppliers as a result of the construction.

19. Substitution of Material. If a Subcontractor recommends or proposes substitution of material or other changes in the Work from the material or Work specified in the Construction Documents after bids and/or proposals for that Work have been received, evaluated and awarded, the CMAR shall evaluate such proposal and make a recommendation to the Architect and Owner. After Owner and Architect Approval, the CMAR shall process an Agreement Modification.

20. Substantial Completion. Comply with the GMP Substantial Completion requirements.

21. As-Built Plans and Drawings. Upon completion of the Work, the CMAR shall provide as-built structural drawings. The CMAR shall require all subcontractors to record on their field sets of plans the exact locations, as installed, of all conduit, pipe and duct lines, whether concealed or exposed that were not installed exactly as shown on the plans. The CMAR shall also record all plan revisions that have been authorized by Agreement Modification that affect wall or partition locations, door and window locations and other template changes. Accurate dimensional locations for all items shall be recorded. The exact routing of conduit runs and underground utilities shall be shown on these plans. Each plan shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the Work. Where the Work was installed exactly as shown on the plans, the sheets shall not be disturbed except as noted above.

22. The Owner reserves the right to disapprove any person proposed, and the CMAR shall offer substitutes therefor. It is expressly understood that failure of the Owner to disapprove a person does not confer Owner Approval of such person. At any time, the Owner has the reasonable right to request removal and replacement of any CMAR's personnel. Once in place, the CMAR shall not change any person filling a position listed in the organizational charts without the prior consent of the Owner unless the Owner requests it or unless the person is leaving the employee of the CMAR.

2.3.1.1 PROGRAM and GMP CLOSEOUT. In addition to any other Work to be performed during the construction phase, as requested by Owner, or as set forth in the Project Procedures Manual, the CMAR shall perform the following Program and GMP close-out services:

2.3.1.2 CLEANING UP. The CMAR, on a daily basis, shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Agreement. At the completion of the Work, the CMAR shall remove from and about the Jobsite waste materials, rubbish, the tools, construction equipment, machinery and surplus materials caused by operations under the Agreement. The CMAR shall not dispose of debris or waste material on the Owner's property or in waste containers (dumpsters) leased by the Owner without prior Owner Approval. If the CMAR fails to keep the site clean as provided in the Agreement, then, following the Owner's 48 hour written notice to the CMAR, the Owner may take appropriate action to clean the site and charge such costs to the CMAR.

2.3.3.3 GENERAL

The Construction Phase shall commence on the earlier of (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to

Proceed, or (2) the Owner's first authorization to the Construction Manager to (a) award a subcontract, or (b) issue a purchase order for materials or equipment required for the Work.

2.3.2 ADMINISTRATION

2.3.2.1 The Work shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. In accordance with Utah Code Annotated §§ 11-39-101 to -107 and the Park City Contracting and Purchasing Policy, the Construction Manager shall obtain bids, and, after analyzing such bids, shall deliver such bids to the Owner and the Architect. The Construction Manager may offer a competitive bid for any portion of the Work in the same manner and form as any other Subcontractor or supplier in accordance with subsection 2.1.6.12 above.

2.3.2.2 If the Guaranteed Maximum Price has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraphs 6.1.8 and 6.1.9, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager, and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

2.3.2.5 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.3.2.6 As-Built Plans and Drawings. The CMAR shall review the completed as-built plans and ascertain that all data furnished on the plans are accurate and truly represent the Work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines,

inverts, etc. are involved as part of the Work, the CMAR shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution or for the Project

2.4 PROFESSIONAL SERVICES

The Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work, or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.5 UNSAFE MATERIALS

In addition to the provisions of Paragraph 10.1 of AIA Document A201, as amended, if reasonable precautions shall be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager, upon recognizing the condition, shall immediately stop Work in the affected area and report the condition to the Owner and the Architect in writing. The Owner, Construction Manager, and Architect shall then proceed in the same manner described in Subparagraph 10.1.2 of AIA Document A201, as amended. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and the Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance, or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and the Architect shall promptly reply to the Owner, in writing, stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and the Architect have no reasonable objection.

2.6 INSPECTION AND TESTING.

All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the inspecting agency timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated

persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

2.7 WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

2.7.1 Warranties from Others. The CMAR shall secure, assemble and deliver to the Owner all required guarantees and warranties, affidavits, releases, bonds and waivers, manuals, record plans, and maintenance books to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation, including any specific written warranties given by third parties, before submitting the final application for payment. All warranties shall commence upon the Substantial Completion Date of the applicable GMP, unless the warranted Work is not completed or has been rejected, in which case the warranty for the Work shall commence on the completion or acceptance of the Work. The CMAR shall ensure that the warranties are properly issued directly to the Owner as the original purchaser warrantee, executed by the warrantor and that any conditions to warranty coverage, such as close-out inspections, be timely addressed and completed. Any breach of the warranties will be a breach of this Agreement.

2.7.2 CMAR Warranty. The CMAR warrants that all materials and equipment will be new except where indicated otherwise in the Agreement, and that all Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Plans and Specifications and will give proper and continuous service under all conditions of service required by, specified in, or that may be reasonably inferred from the Agreement. With respect to the same Work, the CMAR further agrees to correct all Work found by the Owner to be defective in material and workmanship or not in conformance with the Plans and Specifications for a period of one year from the Substantial Completion Date or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications, as well as any damage to the Work resulting from defective designated or shop drawing design actually performed by the CMAR, materials, equipment, or workmanship that develop during construction or during the Warranty Period. In addition, the CMAR shall

conduct, jointly with the Owner and the Architect, a warranty inspection within twelve (12) months after the date of Owner Occupancy. If required by the Owner, the CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in the Work.

2.7.3 Any repair or replacements done under this Warranty shall comply with the requirements of the Agreement, and shall be verified by the performance of CMAR testing as Owner may require. All costs incidental to such repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne by CMAR. CMAR warrants such repaired or replaced Work against defective designated or shop drawing design, materials, and workmanship for a period of twelve (12) months from and after the Substantial Completion Date or twelve (12) months from the time of such repair or replacement, whichever occurs latest. The CMAR only has redesign responsibility for shop drawings and other CMAR-initiated designs. Should CMAR fail to promptly make the necessary redesign, repair, replacement, and tests, Owner may perform or cause to be performed the same at CMAR's expense. CMAR shall reimburse the expense incurred by Owner for such remedial Work within thirty (30) calendar days from the date of receipt of Owner's invoice therefore. CMAR shall be liable for the satisfaction and full performance of the warranties as set forth herein.

2.7.4 The CMAR acknowledges and understands that the Warranty hereunder is not an exclusive remedy and that the Owner may avail itself of any and all remedies afforded it under this Agreement and applicable law. The CMAR further acknowledges that the Warranty period is not a limitation of liability or a limitation on the period of liability for any other remedy allowed by law.

2.8 SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

2.9 SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program that sets forth the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include costs that are the responsibility of the Owner.

3.1.3 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS, AND REPORTS.

The Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings, and tests described in Subparagraphs 3.1.3.1 through 3.1.3.5 of this Agreement, except to the extent that the Construction Manager knows of any inaccuracy.

3.1.3.1 Reports, surveys, drawings, and tests concerning the conditions of the site which are required by law.

3.1.3.2 Surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.3.3 The services of geotechnical engineers, when such services are requested by the Construction Manager. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.3.4 Structural, mechanical, chemical, air, and water pollution tests; tests for hazardous materials; and other laboratory and environmental tests, inspections, and reports that are required by law.

3.1.3.5 The services of other consultants, when such services are reasonably required by the scope of the Project and requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE

Except as otherwise provided herein, Owner shall designate, in writing, a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The representative shall have the authority to make decisions in behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously so as to avoid unreasonable delay in the services or Work of the Construction Manager. The Owner may change the representative at any time by designating such change in writing.

The Parties hereby acknowledge and agree that pursuant to Park City Contracting and Purchasing Policies, accumulated Change Orders which would overall increase the Guaranteed Maximum Price by more than ten percent (10%) cannot be approved by Owner's designated representative and require express approval by the City Council of Park City. Time necessary to obtain such approval[s] from the City Council shall not be considered unreasonable delay in the services or Work of the Construction Manager.

3.3 ARCHITECT

The Owner has retained an Architect to provide the Basic Services, including normal structural, mechanical, and electrical engineering services, described in the Services Provider Agreement between Park City and Method Studios, INC. The Owner shall authorize and cause the Architect to provide those Additional Services described in the Architect Agreement requested by the Construction Manager that must necessarily be provided by the Architect for the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect, and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect. The Architect will provide design documents to the Construction Manager at the various phases of design in a mutually determined format.

ARTICLE 4

COMPENSATION FOR CONSTRUCTION SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

4.1 COMPENSATION

4.1.1 For the Construction Manager's performance of the Work as described in Paragraph 2.3 of this Agreement, the Owner shall pay the Construction Manager, in current funds, the Contract Sum consisting of the Cost of the Work as defined in Article 5 of this Agreement and the Construction Manager's Fee determined as follows:

Preconstruction Services Fee:	\$ 12,000
Construction Fee:	4% of the Cost of the Work

4.2 GUARANTEED MAXIMUM PRICE

The sum of the Cost of the Work and the Construction Manager's Fee is guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1 of this Agreement, subject to additions and deductions by approved changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work and subsequent amendments to the GMP, is referred to in the Contract Documents as the "Guaranteed Maximum Price." Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

4.3 CHANGES IN THE WORK/ CHANGE ORDERS

4.3.1 FOR CMAR CHANGE ORDER REQUEST (COR): A COR shall be utilized by the CMAR to formally present any request for monetary, time, or contractual adjustment to the Agreement or a GMP. The COR shall provide justification for entitlement to the change and shall be substantiated in accordance with Section 4.3

4.3.2 CMAR CHANGE ORDER: A CMAR Change Order shall be utilized to formalize modifications to the Agreement or the GMP that are agreed to by the Owner and CMAR. A CMAR Change Order cannot extend the GMP schedule or change the total GMP price. All changes to the Agreement time or GMP price must be made through a GMP Amendment.

4.3.3. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

4.4 CONSTRUCTION CHANGE DIRECTIVES

4.4.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may, by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

4.4.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

4.4.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** As provided in Subparagraph 7.3.7.

4.4.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.4.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4.4.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

4.4.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, The Owner and the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work

attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Clause 7.3.3.3, the Construction Manager shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 4.4.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and compensation insurance;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Construction Manager or others;
- .4 Costs of premiums for all bonds and insurance; permit fees; and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

4.4.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

4.4.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

4.4.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

ARTICLE 5

COST OF THE WORK FOR CONSTRUCTION PHASE

5.1 COSTS TO BE REIMBURSED

The term “Cost of the Work” shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project, except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 5.

5.1.2 LABOR COSTS

5.1.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s agreement. The reimbursable staff and salary structure shall be in accordance with Construction Manager’s General Conditions estimate to be included as part of Amendment No. 1 of this Agreement.

5.1.2.2 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops, or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and approved in advance in writing by Owner.

5.1.2.3 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 5.1.2.1 through 5.1.2.3.

5.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

5.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

5.1.4.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

5.1.4.2 Costs of materials described in the preceding Subparagraph 5.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work, or, at the Owner’s option, shall be sold by the Construction Manager. Amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

5.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

5.1.5.1 Costs, including transportation, installation, maintenance, dismantling, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

5.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling, and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. In no event shall the rental value of Construction Manager's owned equipment be more than seventy five percent (75%) of the rates established in the current edition of *Rental Rate Blue Book* TM.

5.1.5.3 Costs of removal of debris from the site.

5.1.5.4 Reproduction costs; costs of telegrams, facsimile transmissions, and long-distance telephone calls; postage and express delivery charges; telephone service at the site; and reasonable petty cash expenses of the site office.

5.1.5.5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

5.1.6 MISCELLANEOUS COSTS

5.1.6.1 That portion directly attributable to this Contract of premiums for insurance and bonds. Insurance shall be billed at a fixed rate to be included as part of Amendment No. 1 of this Agreement.

5.1.6.2 Sales, use, or similar taxes imposed by a governmental authority, which are related to the Work and for which the Construction Manager is liable.

5.1.6.3 Fees and assessments for the building permit and other permits, licenses, and inspections for which the Construction Manager is required by the Contract Documents to pay.

5.1.6.4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work

5.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgments, and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price, and provided that such royalties, fees, and costs are not excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201, as amended, or other provisions of the Contract Documents.

5.1.6.6 Data processing costs at the project site related to the Work .

5.1.6.7 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

5.1.7 OTHER COSTS

Other costs incurred in the performance of the Work, if and to the extent approved in advance, in writing, by the Owner.

5.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

Costs incurred because of an emergency affecting the safety of persons and property to the extent they are reasonable and fully documented and supported by appropriate backup documentation, and are not caused by any act or failure to act by CMAR, its employees, agents, Subcontractors or Suppliers of any tier.

5.2 COSTS NOT TO BE REIMBURSED

5.2.1 The Cost of the Work shall not include:

5.2.1.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Subparagraphs 5.1 of this Agreement.

5.2.1.2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 5.1 of this Agreement.

5.2.1.3 Overhead and general expenses, except as may be expressly included in Paragraph 5.1 of this Agreement.

5.2.1.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5.2.1.5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 5.1.5.2 of this Agreement.

5.2.1.6 Any costs because of the fault or negligence of the CMAR, its subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and correcting damage to property not forming part of the Work, or to failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

5.2.1.7 Except as provided in Subparagraph 5.1.7. of this Agreement, any cost not specifically and expressly described in Paragraph 5.1 of this Agreement.

5.2.1.8 Costs which would cause the Guaranteed Maximum Price to be exceeded.

5.3 DISCOUNTS, REBATES, AND REFUNDS

5.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner, if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

5.3.2 Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 5.3.1 of this Agreement shall be credited to the Owner as a deduction from the Cost of the Work.

5.3.3 All penalties incurred because of the fault of the CMAR or its subcontractors for late payment of cost will be paid by the CMAR and will not be reimbursable as a Cost of the Project.

5.4 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed accounts, and shall exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project during normal business hours and upon providing reasonable notice, and the Construction Manager shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

ARTICLE 6 CONSTRUCTION PHASE

6.1 PROGRESS PAYMENTS

6.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

6.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

6.1.3 The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the GMP and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

6.1.4 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager and approved by the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single, separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule,

unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

6.1.5 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work that has actually been completed, or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

6.1.5.1 Upon request by the Owner, the CMAR shall submit waivers of lien/bond rights and other documentation from subcontractors and Suppliers to evidence the status of payments.

6.1.5.2 Applications for payment may not include requests for payment of amounts the CMAR does not intend to pay to a Subcontractor or material Supplier because of a dispute or other reason.

6.1.5.3 The failure to comply with the requirements of this Article may result in the withholding of approval of the application for payment until compliance is achieved.

6.1.5.4 Within fifteen (15) business days after the Architect's receipt of the application for payment, the Architect shall either (1) approve the application for payment by signing the application in the appropriate places, including obtaining the signature of the Owner in the appropriate place or (2) the Architect shall notify the CMAR in writing of reasons for withholding approval in whole or in part and the action necessary to make the application for payment acceptable.

6.1.5.5 The issuance of the certificate for payment by the Architect and the OWNER will constitute a representation by them to the Owner, based upon their observations at the Jobsite and the data comprising the application for payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The CMAR shall not rely upon these representations as the Owner's acceptance of the Work, since they are made for progress payment purposes only and are subject to an evaluation of the Work for conformance with the Agreement upon the GMP Substantial Completion; to results of subsequent tests and inspections; to minor deviations from the Agreement, correctable prior to completion; and to specific qualifications expressed by the Architect or the OWNER. The issuance of the certificate for payment is not a representation that the Architect or the OWNER have (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the

Work (2) reviewed construction means, methods, techniques, sequences or procedures (3) reviewed copies of requisitions received from Subcontractors and material Suppliers and other data requested by the Owner to substantiate the CMAR's right to payment or (4) made examination to ascertain how or for what purpose the CMAR has used money previously paid. The CMAR may not rely upon the certificate of payment as approval and acceptance of the Work reflected thereon.

6.1.5.6 The OWNER and/or Architect may withhold approval of an application for payment, in whole or in part, to the extent reasonably necessary to protect the Owner, if it cannot certify that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. In addition, notwithstanding anything to the contrary contained in the Agreement, the Owner may withhold any payment, if, and for so long as a good faith dispute exists, which may include the CMAR's failure to perform any of its obligations hereunder; the CMAR's default under the Agreement; or there is reasonable evidence indicating that the Work will not be completed within the GMP completion date(s), as may be adjusted by a GMP Amendment; and the unpaid balance would be insufficient to cover the anticipated liquidated damages; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the CMAR. In addition, if the Owner subsequently discovers that an application for payment was improperly paid, the Owner may withhold payment on any future applications for payment, in whole or in part, to the extent necessary to recover the funds improperly paid. If the Owner determines that the reasons for withholding payment no longer exist, the Owner will so notify the CMAR and will make payment for the amount of the holdback within fifteen (15) business days.

6.1.5.7 Upon notification that an application for payment is not approved, the CMAR and the OWNER shall conduct discussions to determine whether a revised application for payment can be agreed upon. If no agreement is reached within ten (10) business days after notification, the OWNER or Owner will adjust the original application for payment to delete the disputed amounts and will then approve payment for the undisputed amount and send a copy of the adjusted application for payment to the CMAR. If an agreement can be reached on the disputed portions of the application within ten (10) business days, the CMAR will submit a revised and signed application for payment for the agreed amount, if any, to the Architect and Owner for approval. Payment will be made within ten (10) business days after the Owner's Approval of the revised application for payment.

6.1.5.8 The Owner's signature on the application for payment does not constitute approval and acceptance of the Work.

6.1.5.9 At all times during the processing of an application for payment, including resolution of any related disputes, the CMAR shall continue to expeditiously advance the Work.

6.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

6.1.6.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work, as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of AIA Document A201, as amended, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

6.1.6.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

6.1.6.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding subparagraphs bears to the GMP.

6.1.6.4 Subtract the aggregate of previous payments made by the Owner.

6.1.6.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 6.1.4 of this Agreement to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owners accountants in such documentation.

6.1.6.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201, as amended.

6.1.7 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments, retention, and retention reduction or early release for subcontracts.

6.1.8 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment that have not been delivered and stored at the site.

6.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and shall not be deemed to represent that the Architect has made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Subparagraph 6.1.4 of this Agreement or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, shall be performed by the Owner's accountants acting in the sole interest of the Owner.

6.1.10 RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

6.1.11 No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents

6.1.12 Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

6.1.13 The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

6.1.14 Each application for payment shall be in a form approved by the architect and Owner, which form contains the following:

1. Supporting cost reports required under Section 2.3, which reflect each element of the GMP,
2. The amount of retainage in accordance with Section 11.5.

6.2 FINAL PAYMENT

6.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager, except for the Construction Manager's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of AIA Document A201, as amended, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect. Such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect's final Certificate for Payment.

6.2.2 The amount of the final payment shall be calculated as follows:

6.2.2.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

6.2.2.2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of AIA Document A201, as amended, or other provisions of the Contract Documents.

6.2.2.3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

6.2.3 The Owner shall review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's report to be

substantiated by the Construction Manager's final accounting, and provided the other conditions of Subparagraph 6.2.1 of this Agreement have been met, the Architect shall, within seven (7) days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment, with a copy to the Construction Manager, or notify the Construction Manager and the Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of AIA Document A201, as amended. The time periods stated in this Paragraph 6.2 supersede those stated in Subparagraph 9.4.1 of AIA Document A201, as amended.

6.2.4 If subsequent to final payment and, at the Owner's request, the Construction Manager incurs costs described in Paragraph 5.1 and not excluded by Paragraph 5.2 of this Agreement (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

6.2.5 Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

ARTICLE 7

INSURANCE AND BONDS

7.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

The Construction Manager shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201, as amended, and as set forth below.

7.1.1 The Construction Manager shall maintain, and shall require all subcontractors and other entities or persons who perform work on the project to maintain, Workers' Compensation and Employers' Liability insurance meeting statutory limits mandated by Utah State law and federal law.

7.1.2 Commercial General Liability, including coverage for Premises-Operations, Independent Contractors' Protective, Products Completed Operations, Contractual Liability, Personal Injury,

and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground hazards and employer's practices), shall be purchased and maintained as follows:

\$ 2,000,000	Each Occurrence
\$ 4,000,000	General Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Products - Completed Operations Aggregate

Workers Compensation insurance limits written as follows:

Bodily Injury by Accident \$500,000 each accident;

Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit

Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage shall be maintained with a minimum limit of liability per occurrence of \$2 million.

7.1.2.1 The limits required in Subparagraph 7.1.2 (the "Policy") shall name Park City Municipal Corporation as additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.. If, during any phase of the Project, the minimum General Aggregate of the Policy available to cover claims relative to the Project arising under this Agreement is decreased or is in any way compromised such that coverage for the Project, under the Policy is in any manner adversely affected, the following shall occur: (1) the Owner shall be notified within ten (10) days following the occurrence of the event or the receipt of the claim, whichever occurs first; (2) the Construction Manager shall provide alternate coverage, of a scope and nature consistent with the terms of this Agreement, subject to the approval of the Owner, within ten (10) days following the occurrence of the event or the receipt of the claim; and (3) should the Construction Manager fail to provide such alternate coverage within the prescribed time period, the Owner shall be entitled to procure alternate coverage and deduct the cost for such from any monies or payment then due, or in the future due, to the Construction Manager from the Owner.

7.1.2.2 Products and Completed Operations insurance shall be maintained for a minimum period of at least one (1) year either after ninety (90) days following Final Completion, or final payment, whichever is earlier.

7.1.3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations under Paragraph 3.18 of AIA Document A201, as amended.

7.1.4 During the Construction Phase of the Project, the Owner shall purchase and maintain property insurance, including waivers of subrogation, as set forth in Paragraph 11.2 of AIA Document A201, as amended.

7.1.5 The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.1.6 **HOLD HARMLESS INDEMNIFICATION.** The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

7.2 PERFORMANCE BOND AND PAYMENT BONDS

7.2.1 The Construction Manager shall provide performance and payment bonds equal to one hundred percent (100%) of the contract amounts. The bonds shall be in a form acceptable to the Owner. The bonds shall name the Owner as a third party obligee and shall be enforceable by the Owner, even if the Construction Manager's services are terminated pursuant to the provisions of this Contract.

7.2.2 The Construction Manager shall deliver the required bonds to the Owner at least seven (7) business days after approval of the GMP. Work shall not start without providing the bonds to the Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 OTHER PROVISIONS

8.1.1 DEFINITIONS

Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 2007 Edition of AIA Document A201, as amended, General Conditions of the Contract for Construction.

8.1.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager, and supersedes all prior negotiations, representations, or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

8.1.3 OWNERSHIP AND USE OF DOCUMENTS

The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors, or suppliers on other projects or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and the Architect. The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to, and for use in, the execution of their Work under the Contract Documents.

8.1.4 GOVERNING LAW

The Contract shall be governed by the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof,

shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

8.1.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or any portion of the Contract, without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

8.1.6 Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

8.2 DISPUTES

Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable

8.2.1 CMAR and Subcontractor shall carry on its work and maintain its progress during any dispute, arbitration or legal proceedings.

8.2.2 Unless agreed to otherwise, a demand for mediation or arbitration of any disputed payment amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within the sixty (60)-day period shall result in the substantiated amount's, as reported by the Owner's accountants, becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

ARTICLE 9
TERMINATION OR SUSPENSION

**9.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED
MAXIMUM PRICE**

9.1.1 Prior to execution by both parties of Amendment No. 1 of this Agreement establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of AIA Document A201, as amended.

9.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 9.1, the Construction Manager shall be paid an amount calculated as follows:

9.1.2.1 Take the Cost of the Work incurred by the Construction Manager.

9.1.2.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate of percent (%).

9.1.2.3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental, at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Subparagraph 9.1.2.1 of this Agreement.

Subcontracts, purchase orders, and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 of this Agreement shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order, or rental agreement, except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order, or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order, or rental agreement, and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

9.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED

MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1 of this Agreement, the Contract may be terminated as provided in Article 14 of AIA Document A201, as amended.

9.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Subparagraph 14.1.2 of AIA Document A201, as amended, shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraph 9.1.2 of this Agreement.

9.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Subparagraph 14.1.2 of AIA Document A201, as amended, shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraph 9.1.2 above.

9.3 SUSPENSION

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, as amended. In such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201, as amended, except that the term “cost of performance of the Contract” in that subparagraph shall be understood to mean the Cost of the Work, and the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Subparagraphs 4.1.1 of this Agreement.

ARTICLE 10 OTHER CONDITIONS AND SERVICES

10.1 CONSTRUCTION MANAGER DUTIES. The Construction Manager shall competitively bid each portion of the Work who were prequalified as described in Subparagraph 2.1.6 of this Agreement. The Construction Manager shall review each bid, and, shall obtain the Owner’s written approval before making an award for that item of Work. The Construction Manager shall enter into agreements with each successful subcontractor and supplier, using its standard subcontract and purchase order forms.

10.2 REPRESENTATIVE DESIGNATION. In accordance with Paragraph 3.2 of this Agreement, the Owner hereby designates Matt Twombly as its Representative.

10.3 UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property

that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

10.4 HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, material men, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. Sunday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

10.5. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Building Official or his designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Building Official or his designee.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approval of a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

10.6 TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

10.7 NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

10.8 THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

10.9 SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

10.10 NOTICE For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the addresses listed on the first day of this Agreement to the attention of the Project Manager for Park City and to the Project Manager for Construction Manager.

THIS AGREEMENT entered into as of the day and year first written above.

OWNER:

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder

Approved as to form:

City Attorney

ASCENT CONSTRUCTION

ASCENT CONSTRUCTION

310 West Park Lane

Farmington, UT 84025

License #

By: _____

Title: _____

STATE OF UTAH)

: SS.

COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors or its bylaws, and he/she acknowledged to me that said corporation executed the same.

Notary Public

EXHIBIT "A"
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 (_____), dated _____, 2019, for construction of the _____, 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 _____, 2018, from _____, and incorporated herein by this reference (the "GMP").

ARTICLE II
CONTRACT TIME

The Construction Manager acknowledges that the Substantial Completion Date is _____, and the Final Completion Date _____.

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

OWNER
ADDRESS

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2018, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a Utah corporation.

EXHIBIT “B”
PRECONSTRUCTION SCOPE OF SERVICES

1. Evaluation and Reviews

Immediately upon award of Pre-construction services contract, perform a review of the design development drawings, survey, geotechnical investigation, cost estimates and any current drawings or documents for constructability, document clarity and scope, impact of design on (1) means, methods, and practices (2) construction logistics, and (3) construction execution planning; correlate the design review with CM’s observations and investigations of the site; and provide PCMC and the architect with critical input and recommendations concerning the above.

As design documents are developed for design development and construction documents, perform ongoing design reviews of drawings and specifications and provide PCMC and the architect with recommendations on constructability, document clarity, and scope.

2. Value Management Assistance

Conduct value engineering process for both design development and construction documents; identify potential alternatives and processes that are cost effective or add value or decrease cost to the project; and consider alternative construction methods to promote historic value and increase the energy efficiency of the project.

3. Project Schedule

During the pre-construction services, develop with input from PCMC, the architect, and others, develop a preliminary schedule for construction that includes all preconstruction tasks and milestones as well as summary construction durations and activities; throughout the preconstruction phase revise, update, and track preconstruction activity; concurrently, develop the detailed construction phase schedule, including all procurement requirements, remaining design activities, construction phasing and detailed construction tasks; and through use of the project schedule, advise the team in identifying any long lead time items and oversee necessary procurement efforts. CM shall utilize scheduling software products. In coordination with the project team, the CM will need to look at phasing the construction in order to bid and procure key components and provide for early mobilization.

4. Cost Estimating

Construction Manager during pre-construction services will be required to provide independent cost estimates once at 30% completion, again at 60% completion,

and final cost estimates at approximately 90% complete construction documents. The CM will be required to establish and maintain a cost trend program, in a format satisfactory to PCMC, that accurately tracks changes in estimated cost prepared by the CM.

It is the intent to have the CM prepare a GMP at 100% construction documents or other mutually agreed design milestone.

5. Estimating Records

PCMC will require an estimate format, which will be regularly updated, documenting all aspects of the estimate including project scope, the basis for the estimate, exclusions and qualifications, allowance for contingencies and escalation. A PCMC approved code of accounts must be used. Quantity take-off's including calculation sheets, sketches, and marked up drawings must be organized for reference during the construction of the project. Unit costs must be fully documented with sub-contractor or vendor quotations for project elements, or substantiated historical figures, with any other pertinent information.

6. Budget Control

The CM shall provide a system of developing and managing the project construction budget from early design phase in pre-construction to the fixed contract amounts in the GMP. As construction begins, the CM shall integrate the preconstruction budgetary system into a comprehensive job cost tracking system acceptable to PCMC.

7. Procurement Plan

The CM shall develop, for PCMC review, a plan to obtain goods and services consistent with the scope, schedule, and budget of the project. The work shall be organized into logical divisions of trades to minimize the effects of multiple tier mark-ups and to maximize coordination efficiencies unless otherwise authorized in advance by PCMC. All procurement will be in accordance with the State of Utah and Park City Municipal Corporation policies and rules and procedures.

8. Sub-Contractor Pre-qualification

During the GMP preparations, the CM will be responsible to identify trade contractors and/or subcontractors and suppliers who are adequately qualified, suitable, and able to provide professional, quality construction services for the project. The CM shall submit a list of prospective bidders for PCMC review for the project.

9. Long Lead Items

During pre-construction, the CM will identify and develop a schedule for the procurement of long lead time items, if any, assist PCMC in the procurement of

long lead items, and monitor and expedite the delivery of such items on behalf of PCMC.

10. Bid Process Management

During the GMP preparations, the CM will work with the Design team to notify bidders, conduct pre-bid meetings, conduct site visits and/or walk-throughs, and receive trade contractor bids. Upon receipt of bids, the CM will analyze all bids to verify that bids are complete and that no unacceptable qualifications are made. The CM's bid analysis, together with the CM's recommendation for award, shall be reviewed with PCMC and the architect prior to award of trade contracts or purchase orders.

11. Guaranteed Maximum Price (GMP) Proposal

When the Drawings and Specifications are complete, the CM shall propose a GMP for the project to PCMC, which shall include the cost of the work, the CM's fee, general conditions, and any other project related costs.

12. Progress Reporting

During preconstruction, the CM will prepare and submit to PCMC and the architect a monthly progress report, in a form acceptable to PCMC. The report will address the status of design and construction schedule, identify outstanding issues, problems, delays, etc., and highlight cost and schedule trends.

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Work Session

Agenda Section:

Subject:

Discuss Special Service Contracts

Suggested Action:

Council discussed on March 7 and 14 the possibility of revamping the Special Service Contract process. Staff presented a proposal and was asked to come back with more detail as to how these proposals would work. Staff recommends that Council review and give direction on a revamped Special Service Contract process being proposed. If Council directs staff to change the Special Service Contract process, staff will update the Park City Municipal Administrative Policies and bring that to City Council during the budget process for review and adoption.

Attachments:

[Special Service Contracts Staff Report](#)

[Attachments A & B: Special Service Contract Recommendations and Funding Distribution](#)



City Council Staff Report

Subject: Special Service Contracts
Authors: Jed Briggs
Department: Budget, Debt, & Grants
Date: April 4, 2019
Type of Item: Budget Policy

Summary Recommendation:

Council discussed on March 7 and 14 the possibility of revamping the Special Service Contract process. Staff presented a proposal and was asked to come back with more detail as to how these proposals would work. Staff recommends that Council review and give direction on a revamped Special Service Contract process being proposed. If Council directs staff to change the Special Service Contract process, staff will update the Park City Municipal Administrative Policies and bring that to City Council during the budget process for review and adoption.

Analysis:

Special Service Contract Restructure

Typically the Special Service Contracts are awarded as two-year contracts in order to mirror the two-year budget cycle. However, last year the committee recommended that awards were made for the first year only. The committee recommended that Council and staff hold additional work sessions before the budget process which started on March 7. On March 14 Council asked Council Members Worel and Joyce to meet with staff to figure out which services would be included in the Regular Service Contract

In addition, the City has been contracting out to non-profits through this process for several years now and there is concern that maybe the process has grown somewhat stagnant. Staff met with liaisons Mayor Andy and Council Member Tim Henney to discuss the idea of changing up the process in the hope of helping the City to further its Community Critical Priorities and address some of the above questions. This proposal suggests breaking up SSC recipients into three categories: innovative grants, regular service contracts, and social equity services. For the next budget cycle we could use around \$600k (as an example for now) as the total amount to illustrate how to break up the funding and still keep it under the 1% allowed by state code.

Innovation Grants (\$150k)

Over the last several years Council has carried out innovation challenges with staff and community members that have been largely successful. Applying a similar methodology, the idea is to provide the community with a meaningful venue to deliver unique and innovative ideas focused on tackling challenges with regards to the community's needs. The thought is by widening our intake of ideas, we'd be able to generate more community-driven solutions to critical community issues.

These would be a small number of distributions that run from 1-3 years. Ideally, the grants would provide an organization with seed money to create programs or initiatives that directly deal with the critical priorities, and would not serve as a long-term funding solution for non-profits. These could be new non-profits or established ones that are taking on a new project. They would have to be 501(c)(3)'s per state code. This process would be done similar to the current SSC process where two Council liaisons working with staff would review proposals and recommend them to Council for approval.

Regular Service Contracts (\$300250k)

During the research for changing this process the idea was posed that many of the SSC recipients are doing work that the City deems necessary. It felt like there were several recipients that should be receiving funding from the City because the City needed or wanted those services all the time. Thus, the proposal here is that recipients of these types of contracts would be based upon Council-identified services that are core or essential to what the City is trying to achieve long-term. These are services that the Council feels like they would want to fund in the foreseeable future. They could be described more as 'need to have' rather than 'nice to have.' As part of the RFA, applicants would demonstrate how their proposal meets the specific service needs of the City. If these services were not provided to the City through the non-profits the City would need to make considerable investments to maintain the level of service or forgo many of these crucial services. These services would fall into the regular BFO process and compete for funding with regular General Fund services, but would still fall under the 1% rule of funding for non-profits.

The following list identifies and describes potential service needs fulfilled by the regular service contracts. **Blue text** indicates a service that was added and not included on the March 14 staff report.

Childhood Care & Development – There is great demand from working families in Park City for quality, affordable childcare. Parents need a local service to aid in the development and education of their young children. *(Potential Recipient: PC Tots).*

Community Art & Culture – Invest in arts and culture to sustain and develop this segment of the economy through cultural tourism and marketing campaigns. Develop and publish an annual publication about arts and culture in Park City that showcases key projects, accomplishments, and impact as it is a City top priority. Track and report on quantitative and qualitative impact of arts and culture in Park City. *(Potential Recipient: PC Summit Arts Council).*

Medical Treatment - Support the medical needs of those in Park City who are uninsured, this would include services such as diagnosis, treatment, screening, referrals to specialist and social agencies, educational programs, physical therapy, and women's health programs. In addition, connect those in need to other health care resources in the area. *(Potential Recipient: People's Health Clinic).*

Emergency Assistance - There is a compelling need in Park City and Summit County for serving the emergency needs of low-income individuals and families, particularly among the Latino community. Programs may coordinate services for those looking to improve their

economic status and/or experiencing unemployment, (e.g., legal aid, immigration, workforce services, etc.). *(Potential Recipient: Holy Cross Ministries and/or Christian Center).*

Food Pantry - In Park City there are many individuals and families who go hungry on a daily basis. Thus a food pantry service that provides free meals has been identified as a core need to the community. *(Potential Recipient: Christian Center).*

Legal Mediation Services – Provide area residents with the support and skills needed to prevent and resolve disputes. Provide mediation for small claims cases, and free or low cost mediation in other cases to enable parties to settle disputes in an effective collaborative manner. *(Potential Recipient: Mountain Mediation).*

Park City History and Visitor Services – Support continual operation of Historical Museum on Main Street including the research library for property owners, visitors and City staff conducting historic research on Park City. Provide exhibits, tours, and activities for visitors including youth programming. *(Potential Recipient: Chamber/Museum).*

Sister City Administration – Support for administering and facilitating programs tied to fostering the City's relationship with our Sister City, Courchevel, France, (e.g., peer-learning between municipal employees, PC High School Winter/Summer Exchange, Sister Cities International Youth Leadership Summit, etc.). *(Potential Recipient: PC Sister City Association).*

Trails Management - Prepare and groom approximately 30k of cross-country ski trails and approximately 7 miles of singletrack for public, multi-use, non-motorized winter trails, including but not limited to trails for walking, hiking, snow-shoeing, dog-walking, trail-running, snow biking and cross-country skiing. This would include Round Valley and potentially Bonanza Flat area. *(Potential Recipient: Mountain Trails).*

Housing Outreach & Education – Provide program to mentor and educate Park City individuals and families in process to secure housing as well as assist seasonal employees to find temporary housing. Provide housing website and maintain a free listing of available affordable rental properties, forms, roommate requests and valuable assistance in locating affordable rentals. *(Potential Recipient: Mountainlands Community Housing Trust).*

Waste/Recycling Management - Operation of programs to meet the City's demand for recycling, including a drop off center. This may include community collection events and education. *(Potential Recipient: Recycle Utah).*

Safe Haven - Provide a safe haven for individuals and families seeking shelter. Work to ensure safety, comfort, and resources for each person in need of help. Through prevention, awareness, and outreach strive to bring knowledge and resources to community including domestic violence shelter therapy. *(Potential Recipient: Peace House).*

Social Equity Contracts (\$150200k)

As the City works to move the needle on social equity efforts it's become clear that there's many services provided by non-profits in the community that could be better coordinated through a centralized process. The City would budget for these yet-to-be determined initiatives once the Social Equity Advisory Committee has released their gaps analysis and strategic plan. The disbursement of these funds would be determined by Council depending on the most urgent needs.

Potential SSC Timeline

- Feb-Mar – Council Deliberate on Revamped SSC Process
- April – Release Regular Service Contract RFAs
- April/May – Subcommittee Deliberate on Recipient Funding
- June 6 – SSC Budget/Regular Service Contract Recommendation
- August/September – Community Foundation Strategic Planning Report
- September/October – Social Equity and Innovation Grant Process

Department Review:

This report has been reviewed by the Budget, Legal, and City Manager departments.

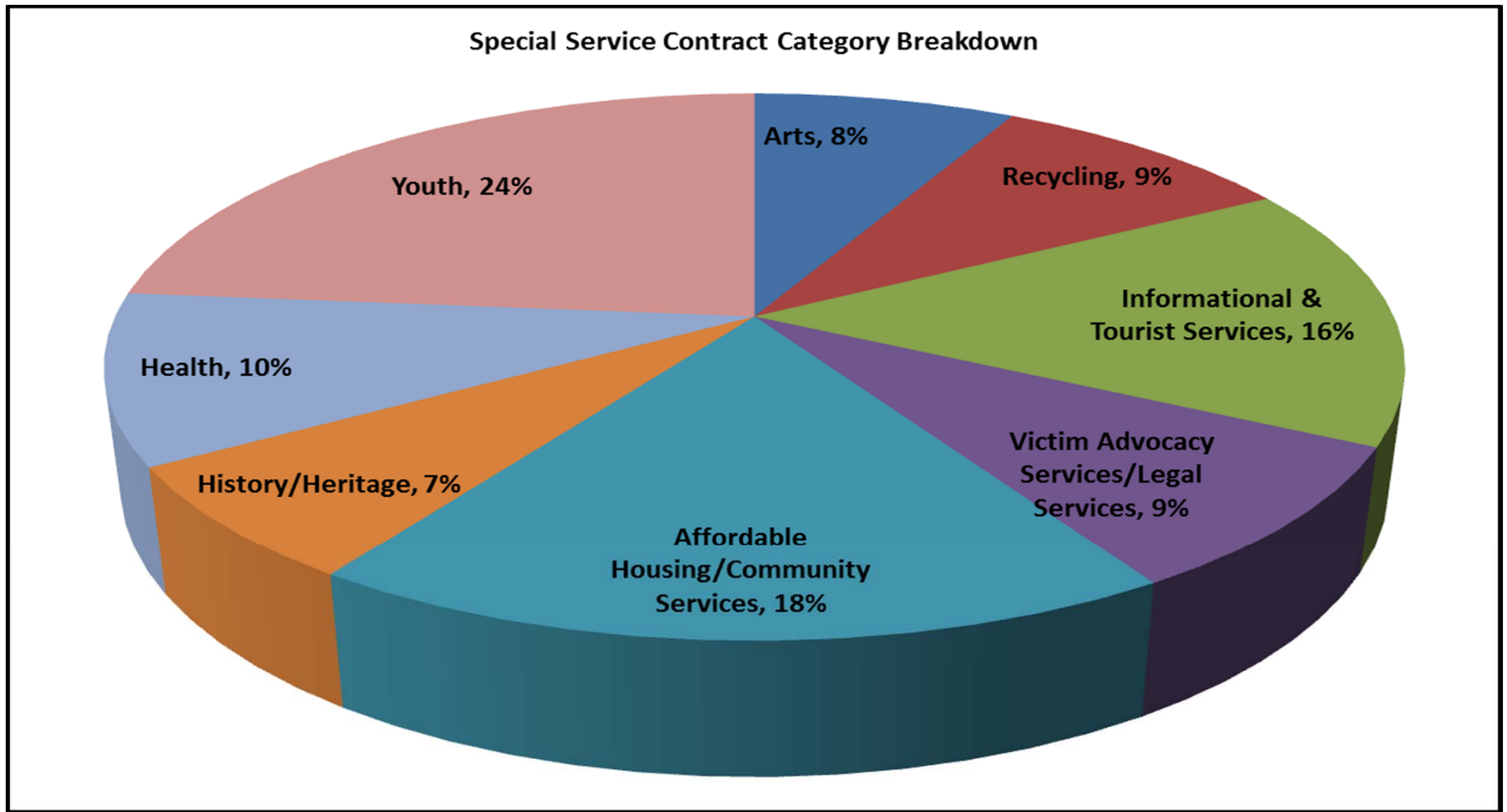
Attachment A – FY19 SSC Recommendation

Attachment B – SSC Funding Distribution

Attachment C – [SSC Policy - p. 138](#)

Applicant	Last Year Award (1 Year)	Current Request (1 Year)	Recommended Award (1 Year)	Description
ArtsKids	\$10,000	\$20,000	\$10,000	Art after school programming at six Park City schools.
Big Brothers/Big Sisters of Utah	\$0	\$10,000	\$0	One on one mentoring program for disadvantaged PC youth.
Christian Center (Food Pantry)	\$15,000	\$12,500	\$12,500	Christian Center runs a food pantry that served over 48,000 low-income individuals in 2015. Additionally they offer free dog food and supplies through their petCare program.
Christian Center (Emergency Assistance)	\$0	\$15,000	\$15,000	Emergency Assistance program, provides assistance w/ coordinating services from different nonprofits.
EATS	\$8,805	\$13,000	\$8,805	After School Program for children to learn to cook healthy.
Habitat for Humanity	\$10,000	\$20,000	\$0	Home Buyers Readiness Program: education program for low to moderate income residents and workforce
Holy Cross Ministries	\$15,000	\$20,000	\$15,000	New pilot program to serve the developmental and education needs of 0-3 year old children in addition to the existing program that serves 3-5 year old children.
Mountain Mediation	\$13,750	\$20,000	\$15,000	Provides mediation for small claims cases, and free or low cost mediatio in other cases to enable parties to settle disputes in an effective collaborative manner.
Mountain Town Music	\$0	\$6,515	\$0	Funding will be used to help offset the costs of Mountain Town Music's free concerts that occur within the Park City limits.
Mountain Trails	\$5,000	\$13,000	\$10,000	Mountain Trails Foundation will use funds to prepare and groom approximately 30k of public, multi-use, non-motorized winter trails, daily reporting of trail conditions, and signage for the trails.
Mountainlands Community Housing Trust	\$20,000	\$25,000	\$10,000	Its mission is "to create, preserve and advocate for affordable housing in Summit and Wasatch Counties". MCHT now owns 281 affordable apartments and has completed 201 homes since 2003. It currently has 8 homes and 38 apartments under construction in Summit County. MCHT also has a transitional housing program to provide temporary housing for homeless individuals and families.
PandoLabs	\$0	\$40,000	\$5,000	Empower entrepreneurs, mentors, government entities, and like minded NGOs to collaborate and share knowledge to strengthen and diversify the economy in Park City, the Wasatch Back range, and the State of Utah.
PC Chamber/Bureau	\$85,000	\$106,500	\$85,000	The requested funds will be used to assist the Chamber/Bureau in the operation of two visitor centers in PC.
PC Education Foundation	\$20,000	\$25,000	\$25,000	After school program - McPolin Elementary: Program focus on three areas academics, growth mindset, and community engagement
PC Film Council - Film Series	\$5,000	\$10,000	\$7,500	The Film Council seeks funding for 2 programs: Books 2 Movies, and Reel and Community Series. Books 2 Movies is a collaborative partnership with the library to bring literature to children through film. The Reel Community Series exposes patrons to films that expand their view of the world and connects them to other members of the PC community.
PC Historical Society and Museum	\$41,500	\$44,750	\$37,500	Operation and staffing of the Park City Research Library.
PC Historical Society and Museum - Mining	\$2,500	\$50,000	\$0	Funds will be used towards the stabilization of the priority mine sites as defined by Memorandum of Understanding (MOU)
PC Institute (Formerly Performing Arts Foundation)	\$10,000	\$70,000	\$15,000	Community outreach ; The PC Institute provides experiences that bring community members together to enjoy the arts.
PC Performances- Egyptian Theatre	\$10,000	\$25,000	\$12,500	Half of the funding will go towards after school and summer youth theatre programming. The other half would support community programming and theatrical productions.
PC School District Adult ESL	\$12,000	\$13,850	\$13,850	Funds to support the Adult ESL Education program, by providing nightly childcare for the children of the participants, staff for the Good Neighbors programs, and supplies.
PC Sister City Association	\$8,445	\$8,550	\$8,550	The requested funds would be used for Community Development, Business and Trade (Meetings, paperwork, visa research, and consulate costs), PC High School Winter/Summer Exchange, Sister Citie International Youth Leadership Summit, and staffing.
PC Summit County Arts Council	\$20,000	\$45,000	\$20,000	The funding request is to support cultural tourism and marketing campaigns, economic impact reports, art and culture networking meetings, website, operating costs, and public art advisory board.
PC Summit County Arts Council ; Extraordinary Request, Project ABC	\$7,500	\$0	\$0	Project ABC
PC Tots	\$50,000	\$60,000	\$40,000	Childcare offered at a well below market and flexible pay plans. The funding will help fund reduced tuition for families. PC Tots runs 2 centers with 104 children enrolled.
Peace House, Inc.	\$32,500	\$40,000	\$32,500	Peace House seeks funding to support their Domestic Violence Shelter and Outreach programs, Prevent Child Abuse programs, and their Clinical Therapy Program.
People's Health Clinic	\$34,000	\$40,000	\$35,000	The People's Health Clinic serves the medical needs of those in PC who are uninsured, they are requesting funds to help offset their operational costs caused by serving the uninsured.
Recycle Utah	\$45,000	\$92,077	\$50,000	Daily operations of the community drop off center and community collection events and education.
Summit Community Power Works	\$0	\$45,000	\$25,000	Their stated mission is to inspire efficient energy use through practical and innovative programs to improve economic vitality and the environment.

Summit County Children's Justice Center	\$10,000	\$10,000	\$10,000	Child Advocacy Organization provides crisis intervention, emergency medical exams, crime victim reparations, referral for support services, and judicial support.
Sundance Institute	\$9,000	\$12,500	\$10,000	The Sundance Institute seeks funds to support their two programs Filmmakers in the Classroom and George S. and Dolores Dore Eccles Foundation Student Screening Program. Both programs seek to connect students with the independent filmmakers during the Sundance Film Festival.
Utah Avalanche Center	\$5,000	\$7,000	\$5,000	Funds to support two programs: the daily avalanche advisories for Wasatch and Uinta ranges and the Know Before You Go Avalanche Awareness Program (KYBG).
Youth Sports Alliance	\$12,000	\$20,000	\$12,500	YSA seeks funds to support their Get Out and Play Program. These funds will be used to increase participation by low income students by helping to provide transportation, enrollment fees, program coordinator, translator, health snacks, and advertisement.
Total	\$517,000	\$940,242	\$546,205	



Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-12, an Ordinance Approving the Park City Heights Phase 3 Subdivision Plat Located at 10 and 30 Sun Ridge Cove
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Park City Heights Phase 3 Staff Report and Ordinance](#)

[Park City Heights Phase 3 Exhibits](#)

City Council Staff Report

Subject: Park City Heights Phase 3 Subdivision
Author: Kirsten Whetstone, MS, AICP, Senior Planner
Date: April 4, 2019
Type of Item: Legislative – Subdivision Plat

Project Number:	PL-17-03553
Applicant:	Ivory Development LLC
Location:	10 and 30 Sun Ridge Cove
Zoning:	Community Transition (CT-MPD) subject to the Park City Heights Master Planned Development (MPD)
Adjacent Land Uses:	Residential single-family dwellings and open space
Reason for Review:	Subdivision plats require Planning Commission review and City Council approval.

Summary Recommendations

Staff recommends City Council hold a public hearing for the Park City Heights Phase 3 Subdivision and consider approving the plat pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the Ordinance. *Disclosure: Park City Municipal retains a security interest as the holder of a Trust Deed in conjunction with a prior transaction regarding the property. However, the City is not an “applicant” and does have any current ownership in the property.*

Proposal

The Park City Heights Phase 3 Subdivision (Exhibit A) creates two platted lots of record from a 2.48 acre metes and bounds parcel, consistent with the 2013 amended Park City Heights Master Planned Development (MPD) ([Exhibit B- link](#)) and the Park City Heights preliminary plat (Exhibit C). A site survey (Exhibit D), aerial photograph (Exhibit E) and site photos (Exhibit F) were submitted with the application. The property is located adjacent to the Oaks Subdivisions in the Solamere neighborhood of Deer Valley. Staff recommends conditions of approval that reflect site and development standards of the Hidden Oaks Subdivision, including house size, increased setbacks, maximum limits of disturbance, 100' rear non-disturbance open space area, and a plat note stipulating architectural review criteria for homes on these two lots.

Lot size

Lot 301 consists of 1.33 acres and Lot 302 consists of 1.15 acres. These proposed lots are consistent with the preliminary plat in terms of size, location, configuration and access, and have frontage on an existing city street.

Park City Heights MPD

Conditions of approval of the 2014 amended Park City Heights MPD and Development

Agreement, including the 2017 amended Park City Heights Design Guidelines, continue to apply. The MPD indicates that development of these lots shall be consistent with the Hidden Oaks neighborhood. Staff recommends a maximum house size (floor area as defined by the LMC) of 7,500 sf that shall be noted on the final plat, consistent with house sizes in Hidden Oaks Subdivision. Staff also recommends a condition that the rear 100' of these lots shall be undisturbed and that there shall be a maximum 10,000 sf of irrigated area per lot, consistent with the Hidden Oaks Subdivision restrictions.

Consistent with the Park City Height MPD, a note shall be added to the plat stating that the houses shall be constructed to National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points) as further stated in the Development Agreement.

In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either: 1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards (as amended); OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist (as amended). This shall be noted on the plat.

Access

Located with access off Sun Ridge Cove, an existing city street in the Hidden Oaks Subdivision, the lots are intended for future development of two single family homes. Hidden Oaks at Deer Valley is a single family neighborhood located adjacent and north of the Solamere neighborhood of lower Deer Valley. No through street connections to other phases of the Park City Heights Subdivision are proposed or allowed as a result of this Phase 3 plat.

Utilities

The property is currently vacant. Primary utility services are located in the vicinity of the property. The applicant's engineer is working with SBWRD on plans for extending public sewer service to these lots (Exhibit G). A line extension agreement is required from Snyderville Basin Water Reclamation District (SBWRD) prior to construction of these improvements. Water service and meters are required as well, extending from an existing public water main in the street. Public snow storage and necessary utility and storm water easements are proposed to be dedicated along the frontage of the lots and or lot lines as needed. Staff recommends a condition of approval that public improvements shall either be complete or bonded for prior to recordation of the plat.

Platted LOD

A platted limit of disturbance (LOD) area is recommended to prevent disturbance of the rear 100' of each lot in order to keep construction disturbance and building footprints closer to the road and lower on the hillside area and to protect existing vegetation of the upper slope area, consistent with development patterns in the adjacent Hidden Oaks

Subdivision (see **Analysis General Subdivision Requirements- (J) Limits of Disturbance/Building Pad locations**).

Trails

The Park City Trails Master Plan notes that trails shall provide an easily accessible outdoor resource for many forms of recreation, most notably bicycling and walking. Trails greatly increase community access to physical activity and fitness opportunities by providing more miles of safe, attractive bicycling, walking, and hiking facilities. With this in mind, the Trails and Open Space Manager requests a single-track trail connection between this neighborhood and the Park City Heights trail system be provided consistent with the approved Park City Heights trails plan. The Park City Heights trail system connects to the Rail Trail. The location of this connection shall be determined by City Staff and the developer. The connector trail will be about 1/2 miles in length. Construction of the connector trail will be completed as part of the public improvements for this Phase 3 subdivision.

Timeline/Background

May 27, 2010 – The property was annexed into Park City with the Park City Heights Annexation and was zoned Community Transition (CT-MPD).

May 11, 2011 – Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 deed restricted affordable units for a total of 239 units on approximately 239 acres. The two subject lots adjacent to Hidden Oaks Subdivision and are included in the 239 units approved with the MPD as this land is part of contiguous land owned by the PC Heights developer.

June 22, 2011 – Planning Commission reviewed and approved a preliminary subdivision plat for the entire 239 lots of the Park City Heights MPD. The two subject lots are included in the preliminary plat as 2 of the approved 239 lots as this land is contiguous land owned by the developer.

November 17, 2011 – City Council approved the original Park City Heights Phase 1 subdivision plat for 68 deed restricted lots and 35 market rate lots.

November 2012 – Ivory Development LLC took ownership of property subject to the MPD and preliminary plat.

January 24, 2013 – City Council approved an extension of the Phase 1 plat to allow the applicant additional time to resolve issues regarding historic mine soils.

November 6, 2013 – Planning Commission approved an amended Master Planned Development and overall amended preliminary subdivision plat for the Park City Heights Development to address relocation of lots, streets, and parcels due to mine soils mitigation and a Voluntary Clean-up plan to be approved by the State. Amendments to the Master Planned Development and overall preliminary plat necessitated a revised

phase one plat. Subject lots are included in the amended MPD and preliminary subdivision plat as 2 of the total 239 lots and identified as “homestead” lots, consistent with the original Park City Heights MPD and preliminary plat.

February 27, 2014 – City Council approved an amended Park City Heights Phase 1 Subdivision, consistent with the amended MPD and preliminary subdivision plat, creating lots of record for 28 deed restricted townhouses, 35 small-lot deed restricted Park homes, 5 deed restricted cottage homes, and 35 market rate cottage homes.

November 14, 2014 – Park City Heights Phase 1 Subdivision plat was recorded at Summit County.

May 2, 2017 – Applications for Park City Heights Phases 2 and 3 were submitted. During review of the applications, it was determined that the proposed lots of Phase 3 did not have direct frontage to Sun Ridge Cove due to a strip of County owned property between the lots and street.

May 3, 2018 – City Council approved the Park City Heights Phase 2 Subdivision creating 39 lots of record for market rate cottage and homestead homes and platting 105.91 acres (Parcel D) as open space. Recordation of the Phase 2 plat is pending completion of or bonding for public improvements and other MPD obligations, including construction of the Park City Heights water tank, construction of soft surface trails in Phases 1 and 2, construction of the neighborhood park, completion of bus shelters on Richardson Flat Road, and construction of hard surface trails connecting the neighborhood to the Rail Trail on the south side of Richardson Flat Road and to the 248 underpass on the north side of Richardson Flat Road.

January 17, 2019 – Applicant submitted a revised plat for Phase 3, having remedied the access issue by purchasing the strip of property and revising the plat to incorporate the strip into the two lots. The revised application was complete on January 23, 2019.

February 27, 2019 – Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation on this subdivision plat. No public input was provided at the hearing.

March 21, 2019 – City Council conducted a public hearing and voted to continue this item to April 4 to allow Staff and the applicant time to review Condition of Approval #12 to clearly identify architectural design review criteria that will apply to these lots. Public comment was provided at the meeting regarding the character of the neighborhood and perceived conflicts with the PC Heights design guidelines, history of these lots, concerns with water service in the area, dedication of open space Parcel D, wildlife, and notice (see Exhibit I). Staff has amended the condition. Input from the City’s Water Department stated “the proposed additional two connections to the water system will not have any effect on the neighboring properties water service”.

Analysis

LMC/PC Heights MPD

Property is located within the CT District. The subdivision plat is subject to the following LMC criteria as well as the amended Park City Heights MPD Development Agreement and conditions:

CT Zone	Permitted	Proposed
Height	28' (+5' for pitched roof- equal to or greater than 4:12)	28' (+5' for pitched roof - equal to or greater than 4:12). Complies
Unit Equivalents	1 unit per acre (clustered)	Per MPD- 239 units on approximately 239 acres. Complies
Lot Size	Homestead lots have a minimum lot size of 4,721 sf	Lot 301 - 1.33 acres Lot 302 - 1.15 acres Complies
Front setback*	20' to house, 30' to garage	20' to house, 30' to garage Complies.
Rear setback*	25'	100' no-build, no disturbance area from rear property line (condition recommended).
Side setbacks*	6' minimum, combined 16'	Minimum 12', combined 24' consistent with the Hidden Oaks subdivision (condition recommended).
Parking	Minimum 2 spaces per dwelling unit	Minimum 2 spaces per dwelling unit
House Size (maximum floor area as defined by the LMC)	MPD recommends house size to be consistent with Hidden Oaks Subdivision which is 7,500 sf (5,000 sf for lots less than 16,000 sf in area).	Maximum 7,500 sf house size (condition recommended). Minimum 3,500 sf.
Maximum irrigation area per lot	MPD recommends maximum irrigated area to be consistent with Hidden Oaks Subdivision which is 10,000 sf of irrigated area per lot.	Maximum 10,000 sf of irrigated area per lot (condition recommended).

***Note- Front, rear and side yard setback exceptions, as outlined in the Design Guidelines, apply.**

General Subdivision Requirements

(A) Subdivision Name- The proposed subdivision is a third phase and the name does not duplicate or closely approximate the name of another Subdivision. The streets have unique names. No new streets are proposed.

(B) Monuments- All survey monumentation as required by the LMC is required to be completed prior to acceptance of public improvements.

- (C) **Limits of Disturbance-** A limits of disturbance area is recommended to keep development and disturbance low on the hillside and closer to the existing street, to protect existing vegetation on the upper hillside and to be consistent with the development pattern in the neighborhood.
- (D) **Ridgeline Development-** The property does not include the ridge area to the east of the proposed lots. The recommended platted LOD is intended to keep development and disturbance lower on the hillside so that it does not impact the naturally vegetated upper hillside or ridgeline.
- (E) **Open Space-** Open space parcel D, located to the north and east of these lots, was dedicated with Phase 2, consistent with conditions of the Park City Heights MPD. An LOD designated for the rear 100' of the lots will remain as undisturbed natural area, located within the platted lots.
- (F) **Roads and Utility Lines-** No new roads are proposed. Easements are provided for public utilities. A utility plan was submitted with this subdivision application. Final approval of the utility plan is subject to approval of this plat and per final review by the City Engineer and other utility providers. All utilities will be designed to minimize disturbance of existing vegetation. Re-vegetation and/or remediation of disturbed areas are conditions of final utility installation acceptance.
- (G) **Drainage Ways-** Existing drainage areas and ways will be incorporated into the storm water management system and open space parcels to the greatest extent possible, per the City's specifications. Final design of the storm water management system is subject to approval by the City Engineer and shall be submitted with the building permit applications.
- (H) **Soils Conditions-** As required by the Park City Heights MPD, and due to the potential for areas of expansive soils within this subdivision, a soils conditions report shall be submitted prior to issuance of any building permits for structures and utilities and shall be reviewed and approved by the City Engineer and Building Official prior to issuance of an excavation permit for any construction.
- (I) **Trails and Sidewalks-** Trails crossing private property shall be placed in easements prior to construction. The exact location of trails within open space parcels shall be determined by the City's Trails and Open Space Manager and shall include a connector trail from this neighborhood area to the Park City Heights trails network primarily located in Parcel D. A connector trail shall be constructed or bonded for prior to plat recordation and shall be consistent with a Park City Heights trails plan prepared in coordination with the Park City Trails and Open Space team (Exhibit H). Trails constructed by the applicant within open space parcels, in accordance with the trails plan, shall be agreed to be within a ten (10') public trail easement
- (J) **Limits of Disturbance/Building Pad locations-** Location of houses for this phase is stipulated by adherence to minimum building setbacks, as identified on the plat, as well as a platted LOD (limit of disturbance) area that consists of a no-disturbance area within the rear 100' of the lots, consistent with the location of houses in adjacent Hidden Oaks subdivision, as stipulated by the MPD. Exceptions to disturbance within the 100' rear area include approved utilities, trails, and required forest health management that may include removal and/or

planting of native landscaping and temporary irrigation subject to approval of a landscape plan application and permit. No structures, patios, decks, gazebos, barns, green houses, hot tubs, fire pits, fences, retaining walls or similar structures are permitted with the rear 100' area.

- (K) Top Soil Preservation and Final Grading-** Staff recommends a condition of approval that all applicable requirements of the LMC regarding top soil preservation and final grading be completed prior to issuance of a certificate of occupancy. No portion of this phase is within the Park City Soils Ordinance boundary; however, areas of disturbance due to off-site utility improvements that may fall within the Park City Soils Ordinance boundary are required to adhere to all requirements of the Ordinance.
- (L) Architectural Standards-** A plat note shall state that prior to issuance of building permits, house plans shall be reviewed by the Planning Department for compliance with these conditions, the Park City Land Management Code, including Chapter 5 Architectural Review, and the CCRs for The Oaks, specifically Article IV Section 11- Architectural. (see Exhibits L and K). Any conflict between the LMC and the CCRs shall be resolved and approved by the Planning Director.
- (M) Water Bodies and Water Courses-** There are no bodies of water incorporated into the lots so as to not burden the City with responsibility of the water body.
- (N) Fire Sprinkling-** There is a plat note requiring all construction to comply with requirements of the Park City Chief Building Official regarding fire sprinkler systems at the time of building permit review.

General Lot Design Requirements

Staff has reviewed the proposed plat for compliance with the General Lot Design Requirements per LMC 15-7.3-3 as follows:

- (A) Lot Arrangement-** there are no foreseeable difficulties, for reasons of topography or other conditions, in securing reasonable driveway access and building permits for these lots, in compliance with adopted building codes, the LMC or the MPD.
- (B) Building Sites-** the proposed building sites are designed to minimize disturbance of existing vegetation and there has been consideration of minimum separation between structures. Staff recommends a condition that side setback requirements match the Hidden Oaks Subdivision of 12' (24' combined) rather than the 6' minimum (18' combined) as stated in the Design Guidelines.
- (C) Square footage-** maximum house size (in terms of maximum floor area defined by the LMC) will be noted on the plat as 7,500 sf, consistent with the maximum house size in the Hidden Oaks Subdivision.
- (D) Lot Dimensions-** proposed lot dimensions take into consideration additional width for corner lots, depth and width of lots for non-residential purposes, and areas for parking.
- (E) Double Frontage Lots and access to Lots-** There are no lots fronting on two streets.
- (F) Lot Drainage-** Lots are laid out to provide positive drainage away from all

Buildings. Individual lot drainage plans will be required with each building permit.

(G) Landscaping- Prior to issuance of a building permit for each lot a landscape plan is required to be submitted and reviewed by the Planning Staff for compliance with the LMC and conditions of the MPD. HOA open space areas disturbed for utilities or other construction access shall be re-vegetated and/or landscaped per the MPD and Design Guidelines.

(H) Limits of Disturbance/Vegetation protection- Prior to issuance of a building permit for each lot a limits of disturbance and vegetation protection plan is required to be submitted and reviewed by the Staff for compliance with the LMC and conditions of the MPD.

(I) Re-vegetation, seed, and sod- All disturbed areas will be re-vegetated, seeded, and/or sodded prior to issuance of a certificate of occupancy per the LMC and a financial guarantee for the completion of this re-vegetation is required to be paid or posted prior to issuance of the permit.

(J) Debris and Waste- Debris and waste are required to be removed per the LMC prior to issuance of a certificate of occupancy. This is a condition of building permitting. The Park City Heights MPD requires consolidation and recycling of construction waste and debris to be identified on the Construction Mitigation Plan prior to issuance of a building permit.

(K) Fencing- Fencing of hazardous conditions may be required by the Chief Building Official. Fences will be constructed according to standards of the LMC and conditions of approval of the Park City Heights MPD.

Road Requirements and Design

No new roads are required.

Summary of Analysis

Staff finds the proposed subdivision complies with the Land Management Code regarding final subdivision plats, including consistency with the CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code as well as conditions of approval for this subdivision. Utility, grading, and site work (streets) plans were submitted with the plat for review and coordination by the City and service providers prior to issuance of building permits. The proposed subdivision is consistent with the 2013 amended Park City Heights MPD and preliminary subdivision plat.

Good Cause

There is good cause for this subdivision as it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utility services; dedicates public snow storage easements; provides for trail connections; and provides, as conditioned, future development parcels for market rate units consistent with the approved Park City

Heights amended MPD and the development pattern of the surrounding neighborhood. The 2013 amended Park City Heights MPD Development Agreement and conditions of approval continue to apply.

Department Review

This application has been reviewed by the Development Review Committee, including other City Departments and utility and service providers. Identified concerns were addressed by revisions and notes on the plat and with conditions of approval as stated in the attached ordinance.

Notice

On February 13, 2019, the property was posted and notice was mailed to property owners within 300 feet according to requirements of the Land Management Code. On February 9, 2019, legal notice was published in the Park Record and on the Utah Public Notice website, according to requirements of LMC.

Public Input

Staff received two inquiries requesting additional information, as well as a comment by voice mail from a neighboring property owner concerned that the land was designated as open space at the time they purchased an adjacent property. The property owner expressed concerns of additional traffic and congestion. Staff provided additional information from the Commission packet. There was no public input provided at the Planning Commission hearing. Public input provided at the March 27th Council meeting is included as Exhibit (I).

Future Process

Approval or denial of this subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Alternatives

- City Council may approve the Park City Heights Phase 3 Subdivision plat as conditioned or amended, or
- City Council may deny the Park City Heights Phase 3 Subdivision plat and direct staff to make Findings for this decision, or
- City Council may continue this item to a date certain and request the applicant return with additional information and/or revisions necessary to make a final decision.

Significant Impacts

There are no significant negative fiscal or environmental impacts to the City that result from this application that have not been sufficiently mitigated with plat notes, conditions of approvals and adherence to the approved, amended MPD.

Consequences of not taking the Suggested Recommendation

The property would remain as a metes and bounds parcel until a subdivision plat is approved and recorded. Building permits could not be issued for dwelling units until an approved subdivision plat is recorded.

Recommendation

Staff recommends City Council hold a public hearing for the Park City Heights Phase 3 Subdivision and consider approving the plat pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as stated in the Ordinance.

Exhibits

Ordinance

Exhibit A – Proposed Park City Heights Subdivision Phase 3 plat

Exhibit B – [Amended Park City Heights MPD Development Agreement and Exhibits \(link\)](#)

Exhibit C – Approved amended Park City Heights Preliminary plat

Exhibit D – Site Survey

Exhibit E – Site aerial photograph

Exhibit F – Site photographs

Exhibit G – Utility plans

Exhibit H – Trails plans

Exhibit I – Public input handed out at the March 21, 2019 Council meeting

Exhibit J – [Amended and recorded \(December 18, 2017\) Pc Heights Design Guidelines \(link\)](#)

Exhibit K – [Deer Valley Design Guidelines \(link\)](#)

Exhibit L – The Oaks CCRs (Article IV Section 11 Architectural)

Ordinance No. 2019-12

AN ORDINANCE APPROVING THE PARK CITY HEIGHTS PHASE 3 SUBDIVISION PLAT LOCATED AT 10 AND 30 SUN RIDGE COVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as Park City Heights Phase 3 located at 10 and 30 Sun Ridge Cove adjacent to the Hidden Oaks Subdivision, have petitioned the City Council for approval of the Park City Heights Phase 3 Subdivision plat; and

WHEREAS, on February 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on February 13, 2019, mailed notice was sent to property owners within 300' according to the Land Management Code of Park City; and

WHEREAS, on February 9, 2019, legal notice was posted in the Park Record and the Utah Public Notice website, as well as the Park City website; and

WHEREAS, the Planning Commission held a public hearing on February 27, 2019, to receive input on the subdivision plat application; and

WHEREAS, the Planning Commission, on February 27, 2019, forwarded a positive recommendation to the City Council; and

WHEREAS, on March 21 and April 4, 2019, the City Council held a public hearing on the Park City Heights Phase 3 Subdivision; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Park City Heights Phase 3 Subdivision, as conditioned.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Park City Heights Phase 3 Subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 10 and 30 Sun Ridge Cove adjacent to the Hidden Oaks Subdivision in the Solamere neighborhood of Deer Valley.
2. The Park City Heights Phase 3 Subdivision creates 2 lots (Lot 301 and Lot 302) of record from a 2.48 acres metes and bounds property.
3. Proposed Lot 301 consists of 1.33 acres and proposed Lot 302 consists of 1.15 acres.

4. The proposed lots are 2 of the 239 lots approved with the 2011 Park City Heights MPD and the 2013 amended MPD and preliminary subdivision plat. The property is part of contiguous land owned by the PC Heights developer.
5. The lots are consistent with the preliminary plat in terms of size, location, configuration and access.
6. The lots are intended for future development of two single family homes consistent with the Park City Heights preliminary plat and Master Planned Development.
7. The lots have frontage on an existing city street.
8. The lots are consistent with the Lot and Site Requirements of the Community Transition (CT) zone as further conditioned by the Park City Heights MPD Development Agreement and Design Guidelines.
9. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and was zoned Community Transition (CT-MPD) subject to the Park City Heights MPD.
10. On May 11, 2011, the Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units (239 units/lots) on approximately 239 acres.
11. On June 22, 2011, the Planning Commission approved a preliminary subdivision plat as being consistent with the Park City Heights MPD.
12. On November 17, 2011, the City Council approved the original Park City Heights Phase 1 subdivision plat.
13. On January 24, 2013 the City Council approved an extension of the Phase 1 plat to allow the applicant additional time to resolve issues regarding historic mine soils.
14. On November 6, 2013, the Planning Commission approved an amended Park City Heights MPD and preliminary plat to address relocation of lots and streets due to mine soils mitigation and voluntary clean-up program.
15. On December 28, 2013, the City Planning Department received an application for a revised first phase subdivision plat for the Park City Heights MPD. The application was deemed complete on January 7, 2014, with receipt of additional information.
16. On February 27, 2014, City Council approved an amended Park City Heights Phase 1 Subdivision, creating lots of record for 28 deed restricted townhouses, 35 small-lot deed restricted Park homes, 5 deed restricted cottage homes, and 35 market rate cottage homes.
17. On November 14, 2014, the Park City Heights Phase 1 Subdivision plat was recorded at Summit County.
18. On May 2, 2017, the Applicant submitted an application for the Park City Heights Phases 2 and 3. During review of the application, it was determined that the proposed lots of Phase 3 did not have direct access to Sun Ridge Cove due to a strip of County owned property between the lots and street. Staff requested that the applicant remedy access and submit a revised plat.
19. On May 3, 2018, City Council approved the Park City Heights Phase 2 Subdivision creating 39 lots of record for market rate cottage and homestead homes and platting 105.91 acres (Parcel D) as open space.
20. Recordation of the Phase 2 plat is pending completion and/or bonding of public improvements and other MPD obligations.
21. On January 17, 2019, the applicant submitted a revised plat for Phase 3, having

remedied the access issue by purchasing the strip of property and revising the plat to incorporate the strip into the two lots.

22. The revised application was complete on January 23, 2019.
23. Development of the property is subject to the Land Management Code, the amended Park City Heights Master Planned Development conditions of approval and the amended Development Agreement and Park City Heights Design Guidelines, and this Ordinance.
24. The lots are not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of this plat is located within the Park City Soils Ordinance boundary.
25. The proposed subdivision plat creates two lots of record for two (2) single family "Homestead Homes" to be compatible with houses in the Hidden Oaks Subdivision.
26. No new public or private streets are proposed with this plat.
27. Location of houses for this phase is stipulated by adherence to minimum building setbacks, as identified on the plat, as well as a platted LOD (limit of disturbance) area that consists of a no-disturbance area within the rear 100' of the lots, consistent with the location of houses on lots within the adjacent Hidden Oaks subdivision, as stipulated by the MPD.
28. No non-conforming conditions or remnant parcels are created by the subdivision.
29. Access to all lots and parcels within the proposed subdivision is from Sun Ridge Cove, an existing city street in the Hidden Oaks neighborhood.
30. Hidden Oaks at Deer Valley is a single family neighborhood located adjacent and north of the Solamere neighborhood of lower Deer Valley. No through street connections to other phases of the Park City Heights Subdivision are proposed or allowed as a result of this Phase 3 plat.
31. No new private or public streets are proposed.
32. The Park City Trails Master Plan notes that trails shall provide an easily accessible outdoor resource for many forms of recreation, most notably bicycling and walking. Trails greatly increase community access to physical activity and fitness opportunities by providing more miles of safe, attractive bicycling, walking, and hiking facilities. A remnant informal trail traversing the property is not shown on the City's Trails Master Plan and there is not an existing easement for it listed in the title report.
33. The Park City Heights trails plan, submitted with the MPD, identifies the general location of single track trails within the Park City Heights open space and development areas. The Park City Heights developer is responsible for construction of these trails per City specifications.
34. The applicant/developer is also responsible for construction of a trail connecting the neighborhood to the Park City Heights trails network within open space parcels, specifically within Parcel D, which is platted with the Park City Heights Phase 2 Subdivision. Parcel D is adjacent to the north and east of these lots.
35. The subdivision complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
36. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of

natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.

37. Sanitary sewer service and facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
38. Water service and facilities are required to be installed in a manner prescribed by the City Engineer. The applicants have provided utility plans and the plat to the City Engineer to review with the City Water Department. Final approval of a water facilities plan and compliance with the Park City Heights Agreements is required prior to final plat recordation.
39. Staff recommends a maximum house size (floor area as defined by the LMC) of 7,500 sf that shall be noted on the final plat, consistent with the average house size in Hidden Oaks Subdivision restrictions. Staff also recommends a stipulation of a maximum 10,000 sf of irrigated area per lot, consistent with the Hidden Oaks Subdivision restrictions.
40. There is good cause for this subdivision in that it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utility services; dedicates public snow storage easements; provides for public trail connections; and provides, as conditioned, future development parcels for market rate units consistent with the approved Park City Heights Annexation Agreement, amended Master Planned Development, and the development pattern of the surrounding neighborhood, as conditioned herein.
41. No remnant parcels are created.
42. The applicant stipulates to the conditions of approval.
43. The findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The subdivision complies with LMC Chapter 7 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Park City Heights Annexation and the Park City Heights MPD, as amended and conditioned.
4. The subdivision is consistent with the amended Park City Heights preliminary plat approved by the Planning Commission on November 6, 2013.
5. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat, as conditioned herein.
6. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. City Attorney, City Engineer, and City Planner review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and these conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's

time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. A plat note shall indicate that conditions of approval of the Park City Heights MPD and preliminary plat, as amended and approved by the Planning Commission on November 6, 2013, continue to apply.
4. A plat note shall indicate that this plat is subject to Ordinance 2019-12 (the Ordinance approving this subdivision).
5. Final approval of the sewer facilities/utility plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
6. Consistent with the Trails Master Plan, a single-track trail connection between this neighborhood and the Park City Heights trail system shall be provided. The location of this connection shall be determined by City Staff and the developer. The connector trail will be about 1/2 miles in length. Construction of the connector trail will be completed as part of the public improvements for this Phase 3 subdivision.
7. A plat note shall indicate that final constructed public trails are agreed, by the recording of this plat, to be within ten (10') foot public trail easements.
8. A plat note shall indicate that all construction, including streets, utilities, and structures shall comply with recommendations of the June 9, 2006 Geotechnical Study provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. Additional soils studies and geotechnical reports may be required by the City Engineer and Chief Building Official prior to issuance of any building permits for structures, utilities, and roads. The report shall be reviewed and approved by the City Engineer and Chief Building Official and any recommendations for utilization of special construction techniques to mitigate soils issues, such as expansive clays, shall be incorporated into conditions of the building permit and ROW Permit approval.
9. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. Landscaping and irrigation shall be consistent with the Park City Heights Design Guidelines and the amended MPD conditions of approval.
10. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
11. A storm water run-off and drainage plan shall be submitted and approved by the City Engineer prior to building permit issuance.
12. A plat note shall state that prior to issuance of building permits, house plans shall be reviewed by the Planning Department for compliance with these conditions, the Park City Land Management Code, including Chapter 5 Architectural Review, and the CCRs for The Oaks, specifically Article IV Section 11- Architectural. The Oaks CCRs state that "All buildings, structures and improvements on any Lot shall comply with the Design Guidelines attached hereto as Exhibit D". Exhibit D consists of the Deer Valley Design Guidelines. Conflicts between the LMC and the Oaks CCRs shall be resolved and approved by the Planning Director.
13. A plat note shall state that all units shall be constructed to National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification.

LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.

14. A plat note shall state that in addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either:
1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score.
15. A plat note shall state that an industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with Green Building requirements as required by the amended Master Planned Development and Annexation Agreement.
16. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and the MPD conditions of approval prior to building permit issuance.
17. A ten (10') wide public snow storage easement and other necessary utility and storm water easements shall be indicated on the plat prior to recordation as required by the City Engineer.
18. All public improvements shall be completed and accepted prior to signing and recording of the plat, or a financial guarantee may be provided to the City, in a form and amount acceptable to the City for the value of all public improvements, including trails. All public improvements shall be completed according to City and provider standards and accepted by the City Council prior to release of this guarantee.
19. All survey monumentation as required by the LMC is required to be completed prior to acceptance of public improvements.
20. A plat note shall state that this plat is subject to the 2014 Amended Park City Heights MPD Development Agreement and the 2014 Water and Maintenance Agreement with Park City Municipal Corporation.
21. A plat note shall indicate that all construction shall comply with requirements of the Park City Chief Building Official and adopted building codes, including fire sprinkler systems, at the time of building permit review.
22. A plat note shall indicate that side setbacks shall meet RD District requirements of 12' minimum (24' combined) rather than the 6' minimum (18' combined) as stated in the Design Guidelines for Homestead lots. Front setback shall be 20' with 30' to street facing garage.
23. A plat note shall state that the maximum house size (floor area as defined by the LMC) on each lot shall be 7,500 sf. Minimum house (floor area) shall be 3,500 sf. One single family home is permitted on each lot and the lots cannot be further subdivided.
24. A plat note shall state that the maximum irrigated area per lot is 10,000 sf.
25. A platted limit of disturbance (LOD) area shall be noted on the plat stating that the rear 100' of each lot shall remain undisturbed, with the exception of approved utilities, trails, and required forest health management that may include removal

and/or planting of native landscaping with temporary irrigation, subject to approval of a landscape plan application and permit. No structures, patios, decks, gazebos, barns, green houses, hot tubs, fire pits, fences, retaining walls or similar structures are permitted with the rear 100' area.

26. A plat note shall state that no through street connections to other phases of the Park City Heights Subdivision are permitted, consistent with the Park City Heights MPD.

27. A plat note shall state that each lot is greater than 1 acre and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of _____, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

ATTEST:

Michelle Kellogg, City Recorder

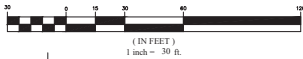
APPROVED AS TO FORM:

Mark Harrington, City Attorney

EXHIBIT A

PARK CITY HEIGHTS
PHASE 3

A SUBDIVISION LOCATED IN THE NW1/4 & SW1/4 OF SECTION 11 AND THE NE1/4 & SE1/4 OF SECTION 10,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date

BOUNDARY DESCRIPTION

A portion of the NW1/4 & SW1/4 of Section 11 and the NE1/4 and SW1/4 of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Utah, more particularly described as follows:
Beginning at a point located N09°19'41" E along the Section line 290.67 feet from the West 1/4 Corner of Section 11, T2S, R4E, SLB&M; thence N0°19'41" E along the Section line 19.33 feet; thence S89°39'31" E 242.00 feet; thence S89°39'41" W 47.43 feet to the Northern line of ROYAL OAKS SUBDIVISION, PHASE 1, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence along said plat the following 2 courses: 1) N89°544'7" W 104.31 feet; 2) S89°29'37" W 1.02 feet to the Northeast corner of Lot 16, HIDDEN OAKS AT DEER VALLEY PHASE 1B, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence along said plat the following 2 courses: 1) S89°32'39" W 107.80 feet; 2) S89°37'07" E 314.27 feet; thence N89°37'22" E 27.29 feet to the point of beginning.

Continue: 2.48 acres ±.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS TOGETHER WITH EASEMENTS TO BE HEREINAFTER KNOWN AS

PARK CITY HEIGHTS
PHASE 3

DO HEREBY DEDICATE TO SUMMIT COUNTY ALL THESE TRACTS OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO CONVEY TO SUMMIT COUNTY, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF _____ HAVE HERETO SET HAND THIS ____ DAY OF _____ A.D. 20__

CHRISTOPHER P. GAMBYROULAS
PRESIDENT, IVORY DEVELOPMENT, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S. COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AS FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, CHRISTOPHER P. GAMBYROULAS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC, A UTAH LLC AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION No. _____
PRINTED FULL NAME OF NOTARY

PARK CITY HEIGHTS
PHASE 3

A SUBDIVISION LOCATED IN THE NW1/4 & SW1/4 OF SECTION 11 AND THE
NE1/4 & SE1/4 OF SECTION 10,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ SUMMIT COUNTY RECORDER _____

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS
DAY OF _____ A.D. 20__

PARK CITY MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP
WAS APPROVED BY PARK CITY COUNCIL
THIS ____ DAY OF _____ A.D. 20__
BY THE PARK CITY FIRE DISTRICT

PARK CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____ DAY
OF _____ A.D. 20__

PARK CITY ATTORNEY

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH
INFORMATION ON FILE IN MY OFFICE
THIS ____ DAY OF _____ A.D. 20__

SUMMIT COUNTY ENGINEER

PLANNING COMMISSION

APPROVED THIS ____ DAY OF _____ A.D. 20__
BY THE PARK CITY PLANNING COMMISSION

CHAIRMAN

SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS ON
THIS ____ DAY OF _____ 20__

BY:

MIDVALE, UTAH 84047 PH: (801) 352-0075

www.sbcsummit.com

249

VICINITY MAP

N.T.S.

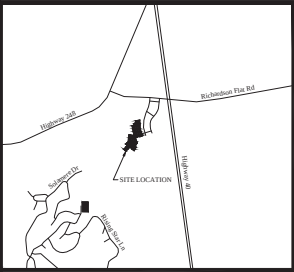
NOTES:

- ALL UNITS SHALL BE CONSTRUCTED TO NATIONAL ASSOCIATION OF HOME BUILDERS NATIONAL GREEN BUILDING STANDARDS SILVER CERTIFICATION OR OTHER EQUIVALENT GREEN BUILDING CERTIFICATION APPROVED BY THE PLANNING DIRECTOR OR REACH LEED FOR HOMES SILVER RATING (MINIMUM 60 POINTS). GREEN BUILDING CERTIFICATION OR LEED RATED TO BE USED SHALL BE THOSE APPLICABLE AT THE TIME OF THE BUILDING PERMIT SUBMITTAL.
- ALL STREETS AND UTILITIES, EXCEPT FOR WATER MAINS, SEWER MAINS, AND LATERALS, CONSTRUCTED WITHIN THE RIGHT-OF-WAY TO BE DEDICATED TO CITY FOR PUBLIC USE.
- MAINTENANCE OF SIDEWALKS (INCLUDING, WITHOUT LIMITATION, SNOW REMOVAL, TRAILS, LIGHTING, AND LANDSCAPING WITHIN THE PUBLIC RIGHTS-OF-WAY AND COMMON AREAS, WITH THE EXCEPTION OF THE PUBLIC PARK AND PUBLIC TRAILS, SHALL BE PROVIDED BY THE MASTER ROAD, UNLESS OTHERWISE AGREED UPON BY THE CITY COUNCIL.
- ALL CONSTRUCTION, INCLUDING STREETS, UTILITIES, AND STRUCTURES SHALL COMPLY WITH PARK CITY STANDARDS AND RECOMMENDATIONS OF THE SUPPLEMENTAL, UPDATED SOILS INVESTIGATION CONDUCTED BY AGC ON DECEMBER 20, 2011 THAT UPDATED AND SUPPLEMENTED THE JUNE 9, 2006 GEOLOGICAL STUDY PROVIDED BY GORDON, SPILKE, HUBER GEOTECHNICAL CONSULTANTS, INC. SPECIAL CONSTRUCTION METHODS, REMOVAL OF UNSUITABLE SOILS, AND OTHER MITIGATION MEASURES ARE RECOMMENDED IN THE STUDY. ADDITIONAL SOILS STUDIES AND GEOLOGICAL REPORTS MAY BE REQUIRED BY THE ENGINEERING AND BUILDING DEPARTMENT PRIOR TO ISSUANCE OF PERMITS FOR STREETS, UTILITIES, AND STRUCTURES.
- A SUPPLEMENTAL, UPDATED SOILS INVESTIGATION BY AGC WAS CONDUCTED ON DECEMBER 20, 2011 SUPERSEDING THE WORK DONE BY GORDON, SPILKE, HUBER GEOTECHNICAL CONSULTANTS, INC. (JUNE 9, 2006).
- A LANDSCAPE PLAN SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL FOR EACH PARCEL AND SINGLE LOT PRIOR TO BUILDING PERMIT ISSUANCE. A LANDSCAPE PLAN SHALL BE REQUIRED AT THE TIME OF SUBMITTAL. LANDSCAPING AND IRRIGATION PLAN MUST COMPLY WITH PARK CITY HEIGHTS DESIGN GUIDELINES.
- EXTERIOR LIGHTING SHALL CONFORM TO REQUIREMENT OF THE CITY'S LIGHTING ORDINANCE.
- ALL BUILDING CONSTRUCTION IS SUBJECT TO REVIEW AND APPROVAL BY PARK CITY BUILDING DEPARTMENT. A LIMITS OF DISTURBANCE PLAN AND VEGETATION PLAN, SHALL BE PART OF THE SPECIFIC BUILDING PERMIT APPLICATION.
- MODIFIED 1-D RESIDENTIAL FIRE SPRINKLERS ARE REQUIRED FOR ALL OCCUPIED STRUCTURES.
- IN SNOW STORAGE EASEMENTS ARE GRANTED ALONG AND OUTSIDE THE PUBLIC RIGHT-OF-WAY WHERE NOTED ON THE PLAT.
- CITY ACCEPTANCE OF THE PUBLIC STREETS FOR MAINTENANCE AND SNOW PLOWING SHALL NOT OCCUR UNTIL AT LEAST 90% OF HOUSES WITHIN THIS PHASE ARE COMPLETED AND HAVE RECEIVED A CERTIFICATE OF OCCUPANCY.
- SEE LOT RESTRICTIONS PLAT NOTE AND DESIGN GUIDELINES FOR SETBACK REQUIREMENTS.
- PLATS ARE SUBJECT TO THE CONDITIONS OF THE PARK CITY HEIGHTS ORDINANCE, APPROVED BY THE CITY COUNCIL ON MAY 27, 2008.
- PLAT IS SUBJECT TO CONDITIONS OF APPROVAL OF THE AMENDED PARK CITY HEIGHTS MPO APPROVED ON NOVEMBER 6, 2013, BY THE PLANNING COMMISSION AND MEMORIALIZED IN THE PARK CITY HEIGHTS DEVELOPMENT AGREEMENT, AS AMENDED, FEBRUARY 26, 2014 AND MARCH 1, 2017.
- THIS PLAT IS NOT LOCATED WITHIN THE PARK CITY SOILS ORDINANCE BOUNDARY.
- SEE PARK CITY HEIGHTS DESIGN GUIDELINES FOR ALLOWABLE HOUSE SIZES. PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY UNITS WITHIN THIS PLAT, ALL BUILDING PLANS SHALL BE REVIEWED FOR COMPLIANCE WITH PARK CITY HEIGHTS DESIGN GUIDELINES, INCLUDING BUILDING SETBACKS, BUILDING HEIGHT, MAXIMUM FLOOR AREA, BUILDING ARTICULATION, ARCHITECTURE AND MATERIALS, LANDSCAPING, LIGHTING AND OTHER ELEMENTS AS STATED IN THE PARK CITY HEIGHTS DESIGN GUIDELINES.
- THE FINAL PLAT IS SUBJECT TO THE WATER AND MAINTENANCE AGREEMENT WITH PARK CITY MUNICIPAL CORPORATION, DATED OCTOBER 1, 2014.
- THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE 2015-15.
- ALL APPLICABLE REQUIREMENTS OF THE L&C REGARDING TOP SOIL, PRESERVATION, FINAL GRADING AND LANDSCAPING SHALL BE COMPLETED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- A STORM WATER RUNOFF AND DRAINAGE PLAN SHALL BE SUBMITTED WITH EACH PHASE OF THE PROJECT AND WITH THE BUILDING PLANS CONSISTENT WITH THE AMENDED MPO CONDITIONS OF NOVEMBER 6, 2013. APPROVAL AND SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO BUILDING PERMIT ISSUANCE.
- IN ADDITION TO THE RECYCLING AREA AND EXCAVATION MATERIALS STORAGE AREA WITHIN THE DEVELOPMENT SHALL BE UTILIZED FOR THIS PHASE AS REQUIRED BY THE MPO CONDITIONS OF APPROVAL.
- A FINANCIAL GUARANTEE, IN A FORM AND AMOUNT ACCEPTABLE TO THE CITY AND IN CONFORMANCE WITH THE CONDITIONS OF APPROVAL, AMOUNTING TO 100% OF THE VALUE OF ALL REQUIRED PUBLIC IMPROVEMENTS, INCLUDING THOSE PUBLIC IMPROVEMENTS IDENTIFIED IN THE AMENDED MPO, SHALL BE PROVIDED TO THE CITY PRIOR TO BUILDING PERMIT ISSUANCE FOR NEW CONSTRUCTION WITH EACH PHASE. ALL PUBLIC IMPROVEMENTS SHALL BE COMPLETED ACCORDING TO THE CITY STANDARDS PRIOR TO RELEASE OF GUARANTEE. TEN PERCENT OF THE 100% BOND SHALL BE HELD BY THE CITY FOR THE WARRANTY PERIOD AND UNTIL SUCH IMPROVEMENTS ARE ACCEPTED BY THE CITY.
- TREES, STRUCTURES AND RETAINING WALLS SHALL NOT BE LOCATED WITHIN SWIRL EASEMENTS. A LANDSCAPE PLAN SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL FOR EACH LOT, PRIOR TO BUILDING PERMIT ISSUANCE FOR THAT LOT.
- IN ADDITION TO MEETING GREEN BUILDING OR LEED FOR HOMES CHECKLISTS AND IN ORDER TO ACHIEVE WATER CONSERVATION GOALS, EACH HOUSE MUST EITHER: 1) ACHIEVE AT A MINIMUM, THE SILVER PERFORMANCE LEVEL POINTS WITHIN CHAPTER 8, WATER EFFICIENCY, OF THE NATIONAL ASSOCIATION OF HOME BUILDERS NATIONAL GREEN BUILDING STANDARDS; OR 2) ACHIEVE A MINIMUM COMBINED 10 POINTS WITHIN THE 1) (EQUITABLE LOTS AND) LANDSCAPING AND 2) WATER EFFICIENCY CATEGORIES OF THE LEED FOR HOMES CHECKLIST POINTS ACHIEVED IN THESE RESOURCES.
- CONSERVATION CATEGORIES WILL BE USED TO MEASURE HOW WELL THE PROJECTS ARE FURTHER DESCRIBED IN THE PARK CITY HEIGHTS DESIGN GUIDELINES.
- THREE PARTY AGREEMENT WILL BE REQUIRED FOR ALL THE DEVELOPMENT. AN INDUSTRY STANDARD THIRD PARTY INSPECTOR SHALL BE MUTUALLY AGREED UPON BY THE CHIEF BUILDING OFFICIAL AND THE APPLICANT PRIOR TO BUILDING PERMIT ISSUANCE. TO PROVIDE THIRD PARTY INSPECTION FOR COMPLIANCE WITH GREEN BUILDING AND WATER CONSERVATION REQUIREMENTS. FINAL CERTIFICATE OF MEETING COMPLIANCE SHALL BE PROVIDED TO THE BUILDING DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
- THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X AREAS AS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FIRM (FLOOD INSURANCE RATE MAP) #466600060, MAP REVISION DATE: MARCH 16, 2006.

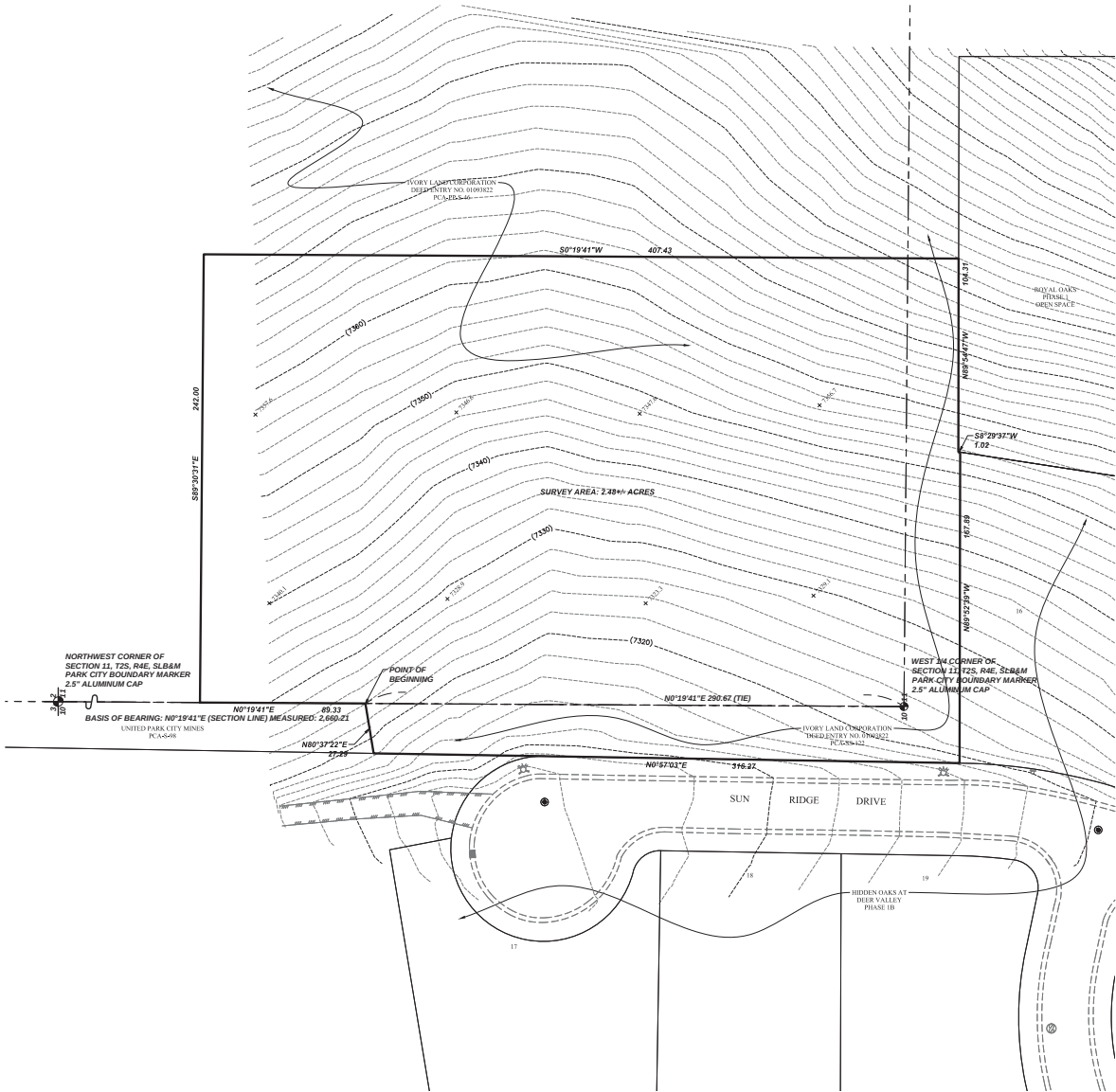
SBWRD NOTES

- ① 301 & 302 ARE DESIGNATED AS LOW-PRESSURE SEWER SYSTEM LOTS. THE PURCHASERS OF THESE LOTS ARE HEREBY NOTIFIED THAT WATER MAIN SERVICE TO THESE LOTS WILL BE PROVIDED BY A LOW-PRESSURE SEWER SYSTEM. THE PRIVATE LOW-PRESSURE SEWER LATERAL, TO THESE LOTS CONSISTS OF A LOW-PRESSURE GENDER PUMPATION AND LOW-PRESSURE DISCHARGE LINE AND APPURTENANCES. THE PRIVATE LOW-PRESSURE LATERAL SYSTEM, WHICH IS THE PRIVATE PROPERTY OF EACH LOT OWNER, CONNECTS TO THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S (SNYDERVILLE BASIN WATER RECLAMATION DISTRICT) LOW-PRESSURE SEWER SYSTEM. LOTS SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS OF THE PRIVATE LOW-PRESSURE LATERAL SYSTEM RELATED TO OR ARISING FROM THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF THE PRIVATE LOW-PRESSURE SEWER LATERAL SYSTEM. SHOWN LOTS HAVE NO LIABILITY OR RESPONSIBILITY FOR PRIVATE LOW-PRESSURE SEWER LATERAL SYSTEMS, INCLUDING ANY COSTS ARISING FROM OR RELATING TO INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT AND MATTERS ARISING FROM BREAKING OR INCORRECT INSTALLATION.
- UPON RECORDATION OF THIS PLAT, IVORY DEVELOPMENT, LLC HEREBY CONSENTS AND AUTHORIZES SNYDERVILLE BASIN WATER RECLAMATION DISTRICT TO RECORD A NOTICE FOR EACH LOW-PRESSURE SEWER SYSTEM LOT WITH THE SUMMIT COUNTY RECORDER'S OFFICE. THE RECORDED NOTICE SHALL SERVE AS NOTICE TO ALL LOT AND LOT LOT OWNERS OF THE RESPONSIBILITIES ASSOCIATED WITH THE PRIVATE LOW-PRESSURE SEWER LATERAL SYSTEM SERVING THE LOT.

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
22 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

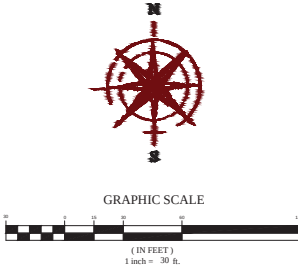


VICINITY MAP
N.T.S.



LEGEND

- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (FOUND)
- EXIST. WATER VALVE & WATER METER
- EXIST. FIRE HYDRANT
- EXIST. SPOT ELEVATION
- DEED BOOK/PAGE PER SUMMIT COUNTY RECORDS
- SUMMIT COUNTY PARCEL NO.



NOTES

- The purpose of this Survey is to provide a Boundary/Topographical Survey and Certification for the parcels shown and described herein.
- The Basis of Bearing for this Survey is N0°19'41"E along the Section line between the found monuments marking the West 1/4 Corner and the Northwest Corner of Section 11, Township 2 South, Range 4 East, Sub Lake Base & Meridian. All deeds and plans of record have been related to match the aforementioned basis of bearing, or to other Section/monument lines relative to said basis of bearing per measured lines shown hereon.
- Vertical data (contours and spot elevations) shown hereon is based on the NGVD29 'best equivalent' elevation of 6,663.44 published by the Wasatch County Surveyor on the Southeast Corner of said Section 2.
- 45 rubber & cap (FOCUS ENG) to be set at all boundary corners unless noted otherwise.
- This drawing, its design, and invention thereof, is the property of Focus Engineering & Surveying, LLC, and is submitted to, and is for the exclusive use of the client referenced on the Survey. Only copies authorized in writing and individually signed and sealed by the Surveyor, or certified copies obtained from the office of the respective County Surveyor may be used as the official work of the Surveyor.
- Except as specifically stated or shown on this drawing, no attempt has been made as a part of this Survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, contact the appropriate agency.
- Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions. Underground utilities have been shown hereon based on observed evidence. Additional utilities, including, but not limited to: power, phone, cable TV, water, sewer, storm drainage, etc. may exist within the boundaries of this Survey and these utilities should be contacted prior to digging. Engineers, Contractors, and others that rely on this information should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.
- The majority of the surveyed land is covered in Sagebrush, Oakbrush, and Upland Grass.

SURVEY DESCRIPTIONS

A portion of the NW1/4 & SW1/4 of Section 11 and the NE1/4 and NW1/4 of Section 10, Township 2 South, Range 4 East, Sub Lake Base & Meridian, Park City, Utah, more particularly described as follows:
Beginning at a point located N00°19'41"E along the Section line 290.67 feet from the West 1/4 Corner of Section 11, T2S, R4E, SLB&M; thence N0°19'41"E along the Section line 89.33 feet; thence S89°30'31"E 242.00 feet; thence S00°19'41"W 407.43 feet to the Northerly line of ROYAL OAKS SUBDIVISION, PHASE 1, according to the Official Plan thereof on file in the Office of the Summit County Recorder; thence along said plat the following 2 courses: 1) N89°54'47"W 104.31 feet; 2) S08°29'37"W 1.02 feet to the Northeast corner of Lot 16, HIDDEN OAKS AT DEER VALLEY PHASE 1B, according to the Official Plan thereof on file in the Office of the Summit County Recorder; thence along said plat the following 2 courses: 1) N89°52'39"W 167.89 feet; 2) N00°57'03"E 316.27 feet; thence N80°37'22"E 27.29 feet to the point of beginning.

Contains: 2.28 acres +/-

SURVEYOR'S CERTIFICATE

"I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have made a Survey of the lands shown on this Plan and that it correctly represents the existing conditions as shown. This Plan does not represent a certification to the title or ownership of the lands shown herein."

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date: 1/15/2019

BOUNDARY/TOPOGRAPHICAL SURVEY

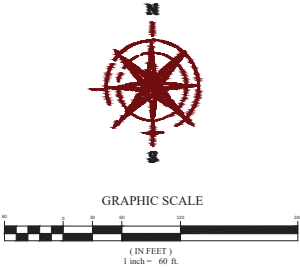
LOCATED IN THE NW1/4 & SW1/4 OF SECTION 11 AND
THE NE1/4 & SE1/4 OF SECTION 10, T2S, R4E, SLB&M
PARK CITY, UTAH

PREPARED FOR: IVORY DEVELOPMENT, LLC

REVISION BLOCK	
DATE	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Scale: 1"=30'	Drawn: SWL
Date: 1/15/2019	Job #: 18-425
Sheet:	





FOCUS
ENGINEERING AND SURVEYING, LLC
10000 W. 10000 N. SUITE 100
MIDVALE, UTAH 84047 PH: (801) 355-0075
www.focusutah.com

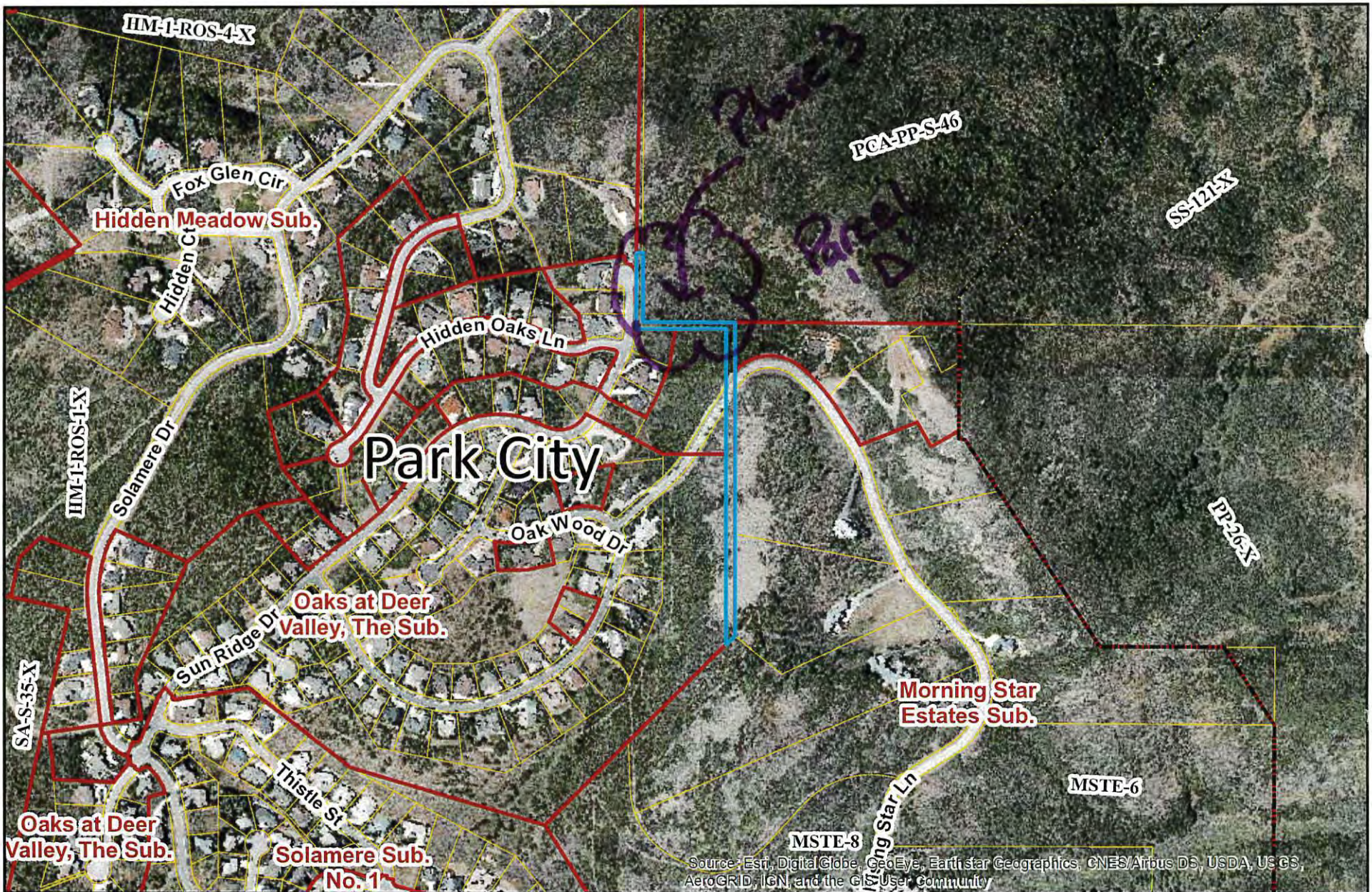
PARK CITY HEIGHTS PHASE 3
PARK CITY, SUMMIT COUNTY, UTAH
AERIAL OVERVIEW

REVISION BLOCK		DESCRIPTION
1	DATE	
2	DATE	
3	DATE	
4	DATE	
5	DATE	
6	DATE	
7	DATE	
8	DATE	
9	DATE	
10	DATE	

AERIAL OVERVIEW
Scale: 1"=60' Drawn: MEF
Date: 01/15/19 Job #: 18-425
Sheet: **1 OF 1**



\\s0111842501n City Heights Phase 3 Aerial Overview.dwg



Map Title

Summit County Online Parcel Reference Map

1 in = 738 feet

Printed on: 5/14/2018



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.







View to East





View to south

View to northwest



PARK CITY HEIGHTS PHASE 3

PREPARED FOR:
IVORY DEVELOPMENT
LOCATED IN:
PARK CITY, SUMMIT COUNTY, UTAH



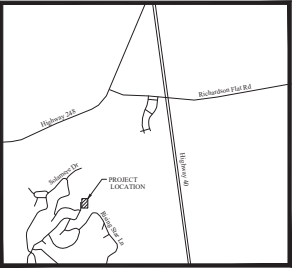
PARK CITY HEIGHTS PHASE 3
PARK CITY, SUMMIT COUNTY, UTAH
COVERSHEET

REVISION BLOCK		DESCRIPTION	
#	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			

COVERSHEET

Scale:	1"=50'	Drawn:	MTW
Date:	02/14/19	As'n:	18-425
Sheet:			
			C1

BENCHMARK
SOUTH EAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
ELEV. 4663.44
DATUM: NAD83

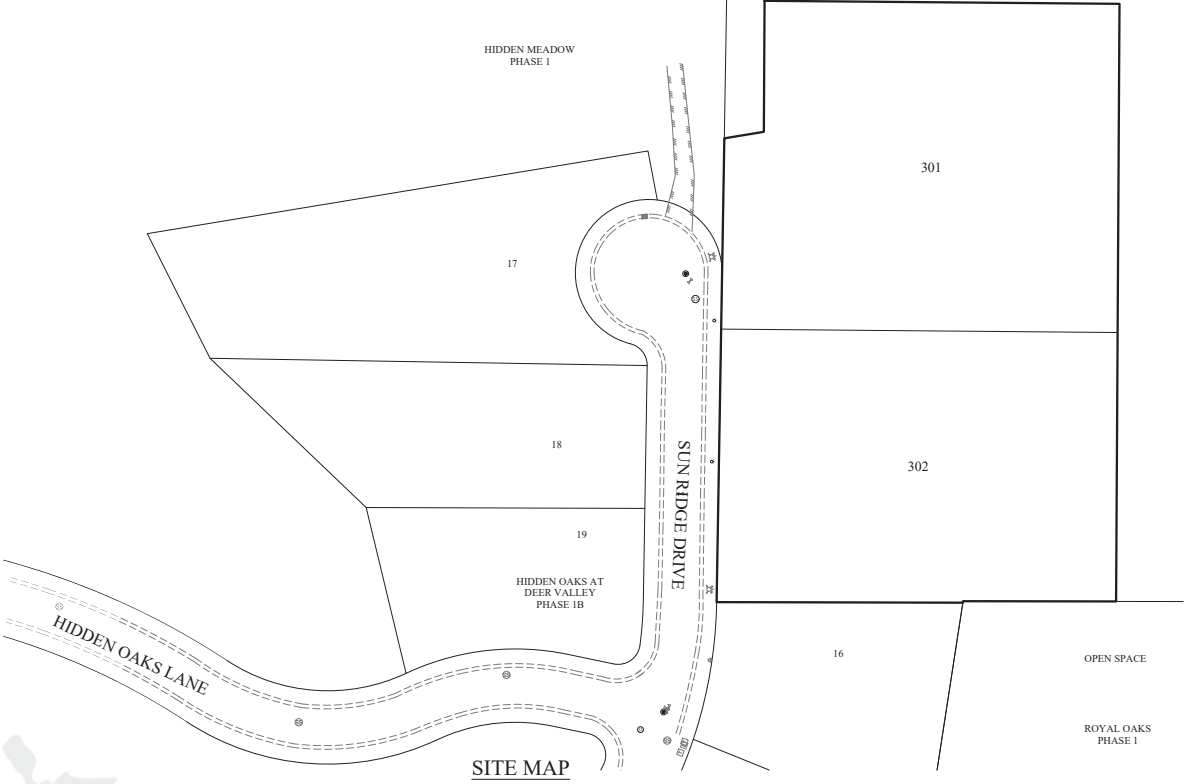


VICINITY MAP
N15

Sheet List Table	
Sheet Number	Sheet Title
C1	COVERSHEET
C2	FINAL PLAT
C3	UTILITY SHEET
PP01	LOW PRESSURE SEWER
D1	DETAILS SHEET

SEWER NOTE

CONSTRUCTION OF THE WASTEWATER SYSTEM IMPROVEMENTS SHALL CONFORM TO THE SBWRD DEVELOPMENT PROCEDURES, DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.



SITE MAP

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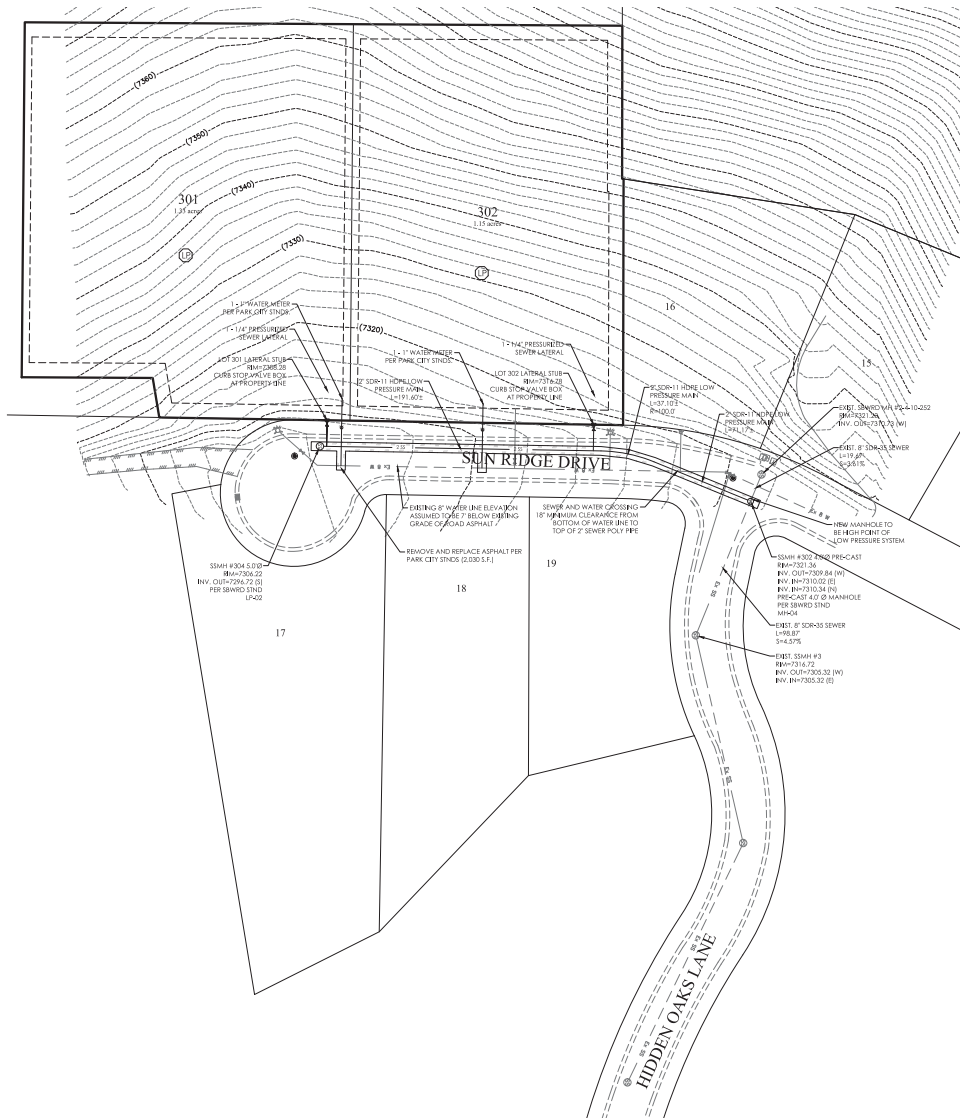
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MIDVALE, UTAH 84047
(801) 352-0075
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SURVEY MANAGER: SPENCER LLEWELLYN

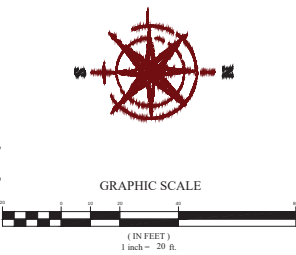
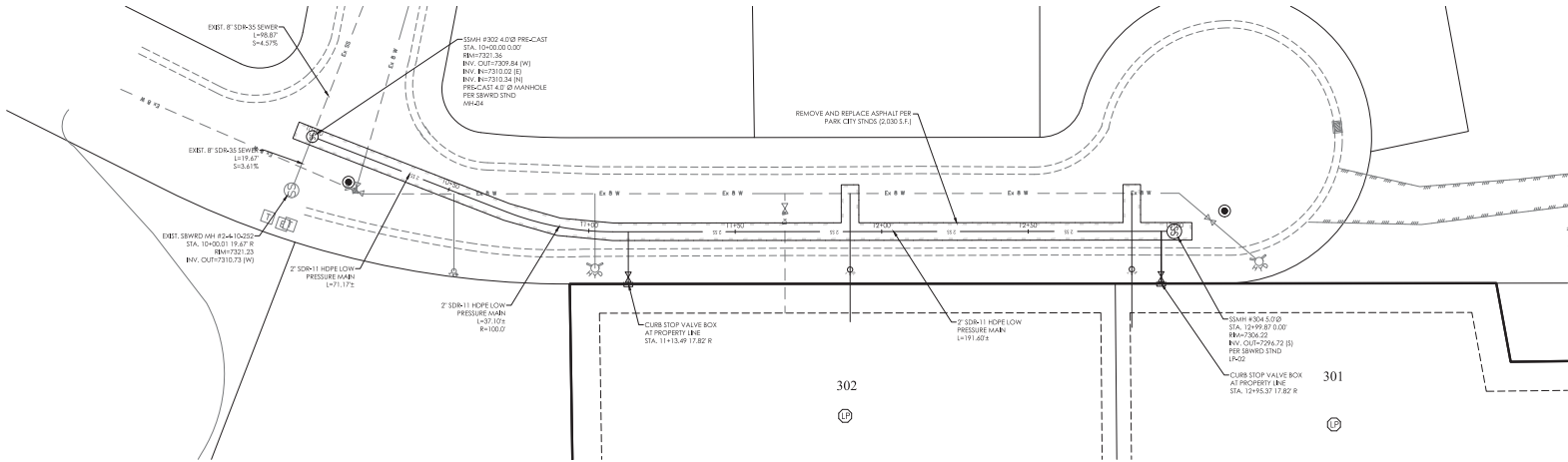
OWNER/DEVELOPER
IVORY DEVELOPMENT
3340 NORTH CENTER STREET
LEHI, UTAH 84041
(801) 407-4841
CONTACT: BRAD MACKAY



SEWER NOTES

GRADING AND DRAINAGE NOTES

REVISION BLOCK		
#	DATE	DESCRIPTION
1	01/01/00	ISSUED
2	01/01/00	ISSUED
3	01/01/00	ISSUED
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5	01/01/00	ISSUED
6	01/01/00	ISSUED



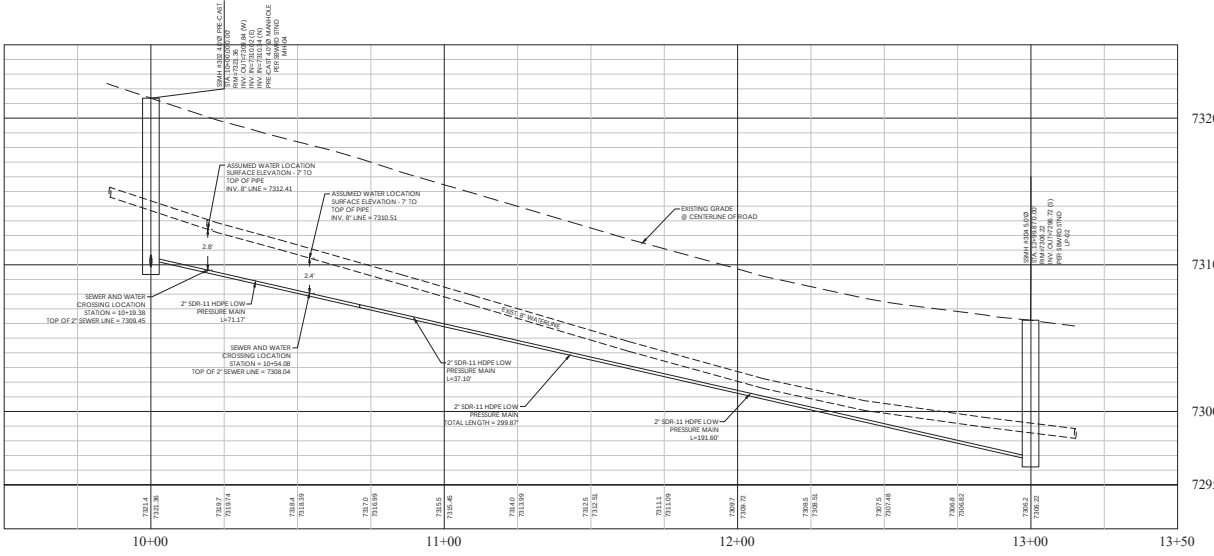
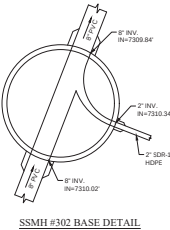
- SEWER NOTES**
1. INSTALL PROOF PROOF FRAME W/VENTED COVER AND ODOOR CONTROL UNIT PER SBWD DETAIL MH-04 AND APPLY MANHOLE INTERIOR COATING TO ALL INTERIOR CONCRETE SURFACES ON SSMH #302
 - 1.A. INSTALL PROOF PROOF FRAME PER SBWD DETAIL LP-02 ON SSMH #304
 2. (LP) LOW PRESSURE PUMPS ARE REQUIRED ON LOTS 301 AND 302.
 3. ALL SEWER LATERALS ARE TO MAINTAIN A 1.5' VERTICAL SEPARATION FROM THE WATER LATERALS AND MAINS.
 4. ALL LOW PRESSURE SEWER LATERALS SHALL BE CONSTRUCTED OF SDR-11 HDPE PER DETAIL LP-04 ON SHEET D1.
 5. HDPE LINE MUST HAVE INTEGRAL GREEN IDENTIFICATION TUBING.
 6. ALL SEWER LATERALS ARE TO MAINTAIN A 12" HORIZONTAL SEPARATION FROM CULINARY WATER.
 7. WASTEWATER FLOW IN THE EXISTING SYSTEM SHALL BE MAINTAINED AT ALL TIMES. SPILLAGE PUMPING AND THE INSTALLATION OF BYPASS ROUTING MUST BE APPROVED BY SBWD. THERE ARE THREE ACTIVE CONNECTIONS (W/STREAM OF SBWD #302).

LOW PRESSURE SEWER PLAN

Sewer Lateral Table - PP01											
Lot	Pipe Size	Pipe Type	Station at Wye	Invert 1' above the wye	Invert at Building	Length to Invert at Building	Slope	Lowest Building Floor Elev.	Ejector Pump	Difference in Depth from Invert to BOF	Elevation at top of pipe at WYE
301	1-1/4"	HDPE	12+95.37	N/A	N/A	37.82	N/A	N/A	N/A	N/A	N/A
302	1-1/4"	HDPE	11+13.49	N/A	N/A	37.82	N/A	N/A	N/A	N/A	N/A

- LEGEND**
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - 1" STORM DRAIN
 - 8" SANITARY SEWER
 - 8" CULINARY WATER
 - 8" SECONDARY WATER
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - EXIST. SYMB DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
- SIGN**
- STREET LIGHT
 - SD MBL INLET, AND COMBO SEWER MANHOLE
 - VALVE, TIE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TIE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION

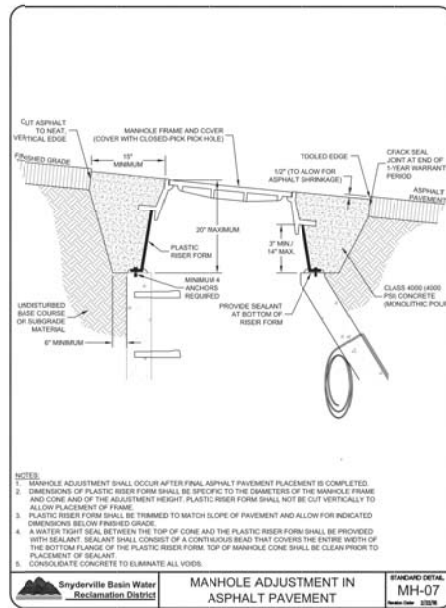
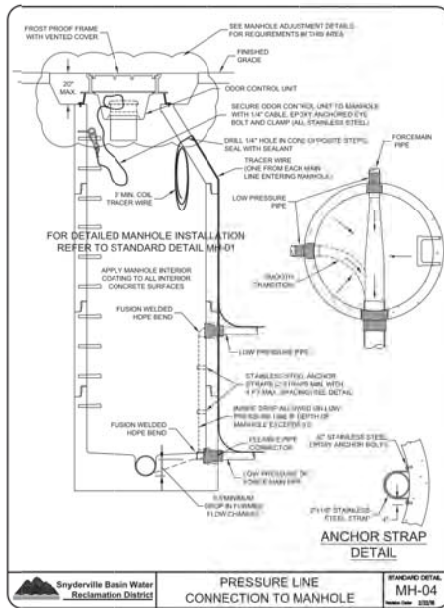
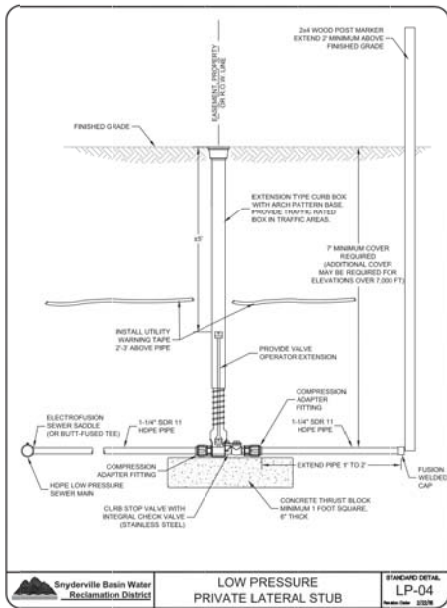
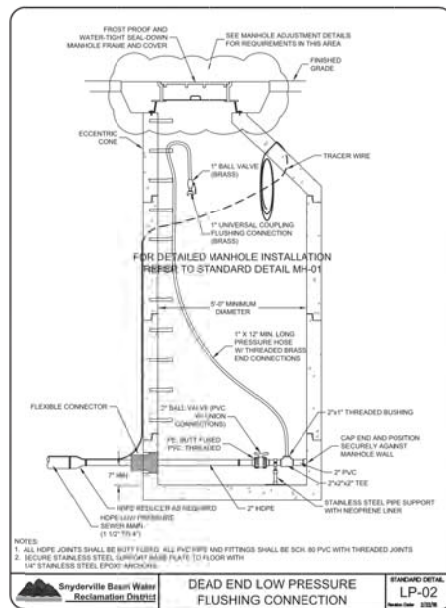
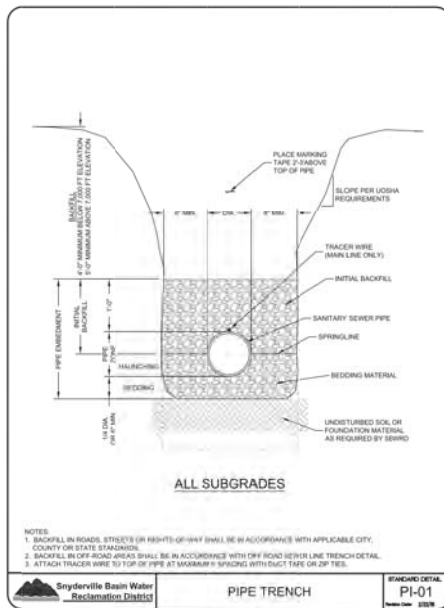
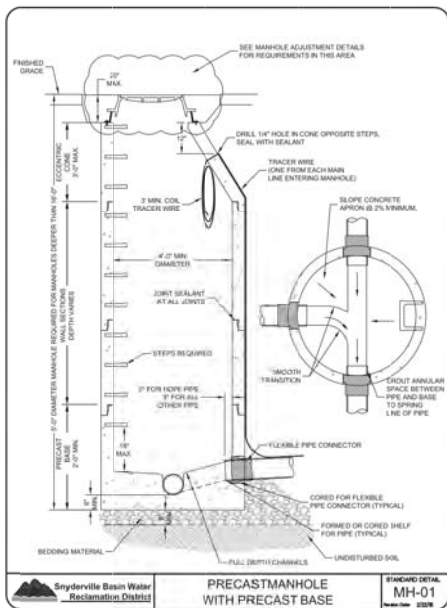
BENCHMARK
SOUTH EAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH RANGE 4 EAST
SALT LAKE BASIN AND MERIDIAN
ELEV. 6603.44
DATUM NAVD83



LOW PRESSURE SEWER PROFILE

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Trails Plan Goals & Objectives:

Trails and Open Space Department has worked closely with Planning staff and the developer to provide trail related opportunities for the public and consistent with PC Heights planning approvals. Timing associated with these improvements is being coordinated by the Trails and Open Space Department to ensure that the improvements are made in a timely manner but also with safety and access issues associated with an active construction zone are taking into account. Below staff has outlined those objectives and provided an image noting the conceptual alignments/locations of each.

- Provide safe, efficient connections from development into the existing trail system. (connections from streets, cul de sacs, parks, rail trail, internal pathways)
 - As noted in the design below, trail connections will be required that provide efficient and safe access from the development onto the trail system. This will limit the number of vehicular trips residents must make to access the system.
- Extend Lost Prospector across development and onto Clark Ranch.
 - The Lost Prospector trail currently ends near Fox Tail Trail. The trail is proposed to continue at a similar grade across the property and provide access onto the City-owned Clark ranch parcel to the southeast.
- Provide 3 connections to/from development & Lost Prospector connection.
 - These connections provide the opportunity to create directional use for the system which may reduce user conflicts.
- Provide connection into Hidden Meadows subdivision trail system.
 - Extending a connection to the south into the Hidden Meadow Subdivision and subsequent access for that neighborhood.
- Provide connections to south/Wasatch County trail system.
 - Paved connections to the southeast provide for future connections to Wasatch County.
- Richardson Flat separated path.
 - A much needed separated pathway and boardwalk system is currently under design by the developer and in coordination with several City Departments.
- Internal pathways and sidewalks
 - Promoting walkability initiatives and connections to/from the development.
- Richardson Flat trail easement (East side of Rail Trail).
 - Providing an appropriate pathway easement for future connections along Richardson Flat road and the Park and Ride.



Park City Heights

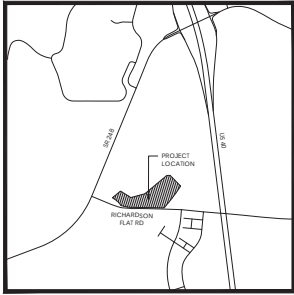
park & trail plan

JULY - 2013



scale 1"=100'

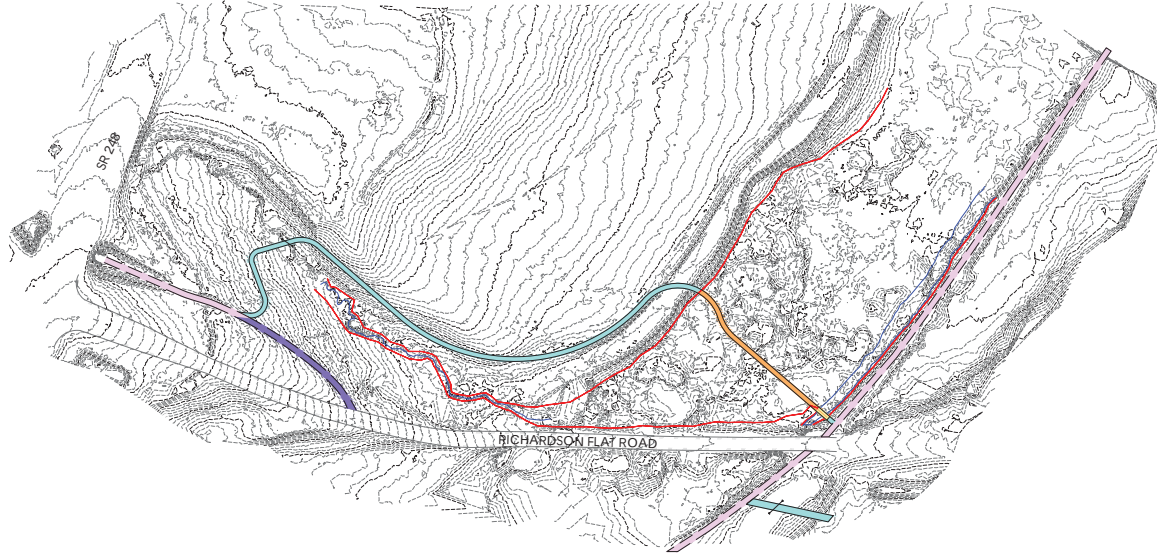
Trail alignment to Hidden Meadows to be determined by City.



VICINITY MAP
R15

SILVER CREEK TRAIL

PREPARED FOR:
IVORY DEVELOPMENT
LOCATED IN:
PARK CITY, SUMMIT COUNTY, UTAH



SITE MAP

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(801) 407-6841
CONTACT: BRAD MACKAY

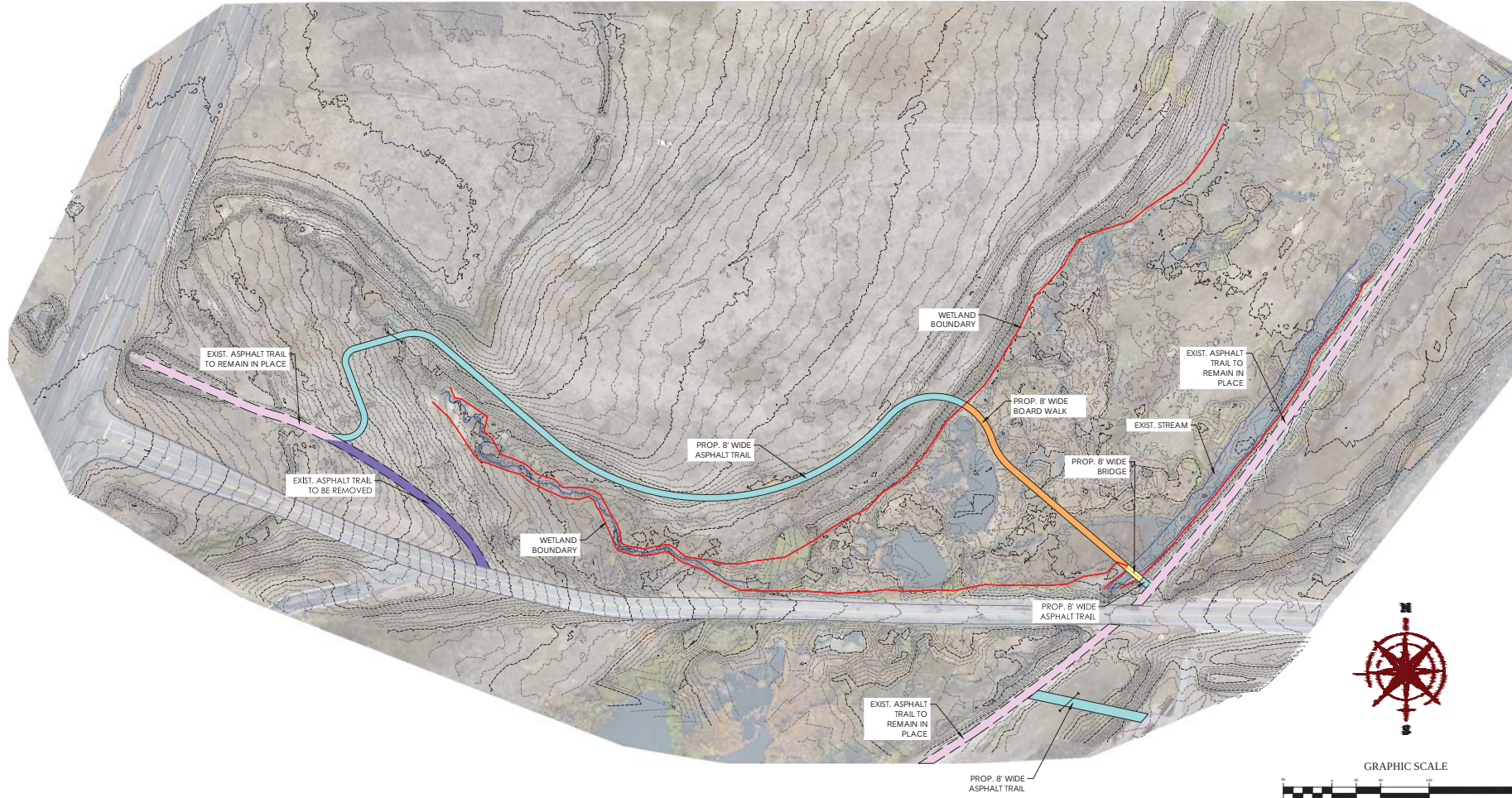


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COVER

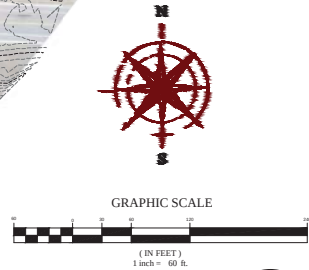
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Sheet:

C1



LEGEND

	WETLAND AREA
	PROPOSED 8' WIDE ASPHALT TRAIL
	EXISTING ASPHALT TRAIL TO REMAIN IN PLACE
	EXISTING ASPHALT TRAIL TO BE REMOVED
	PROPOSED 8' WIDE BOARDWALK
	PROPOSED 8' WIDE BOARDWALK BRIDGE



SILVER CREEK TRAIL

PARK CITY, SUMMIT COUNTY, UTAH

TRAIL OVERALL PLAN

REVISION BLOCK	
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TRAIL OVERALL PLAN	
Scale: 1"=60'	Drawn: CMC
Date: 01/17/19	Rev. #: 18-421
Sheet:	C2



Justin Keys
Justin@hlhparkcity.com

Direct: 435.731.9195

March 21, 2019

VIA HAND DELIVERY

Park City City Council
445 Marsac Avenue
Park City, UT 84060

Re: 10 and 30 Sun Ridge Cove – Ordinance No. 2019-12

Dear Park City Council Members:

My firm represents several of the residents (the “Residents”) on Sun Ridge Cove cul-de-sac in the Oaks subdivision of Park City, Utah. The Residents are concerned with the impacts of proposed Ordinance No. 2019-12 on their neighborhood. Summarized below are a number of those concerns.

1. The Park City Heights subdivision is of a substantially different character and design than the Oaks neighborhood.

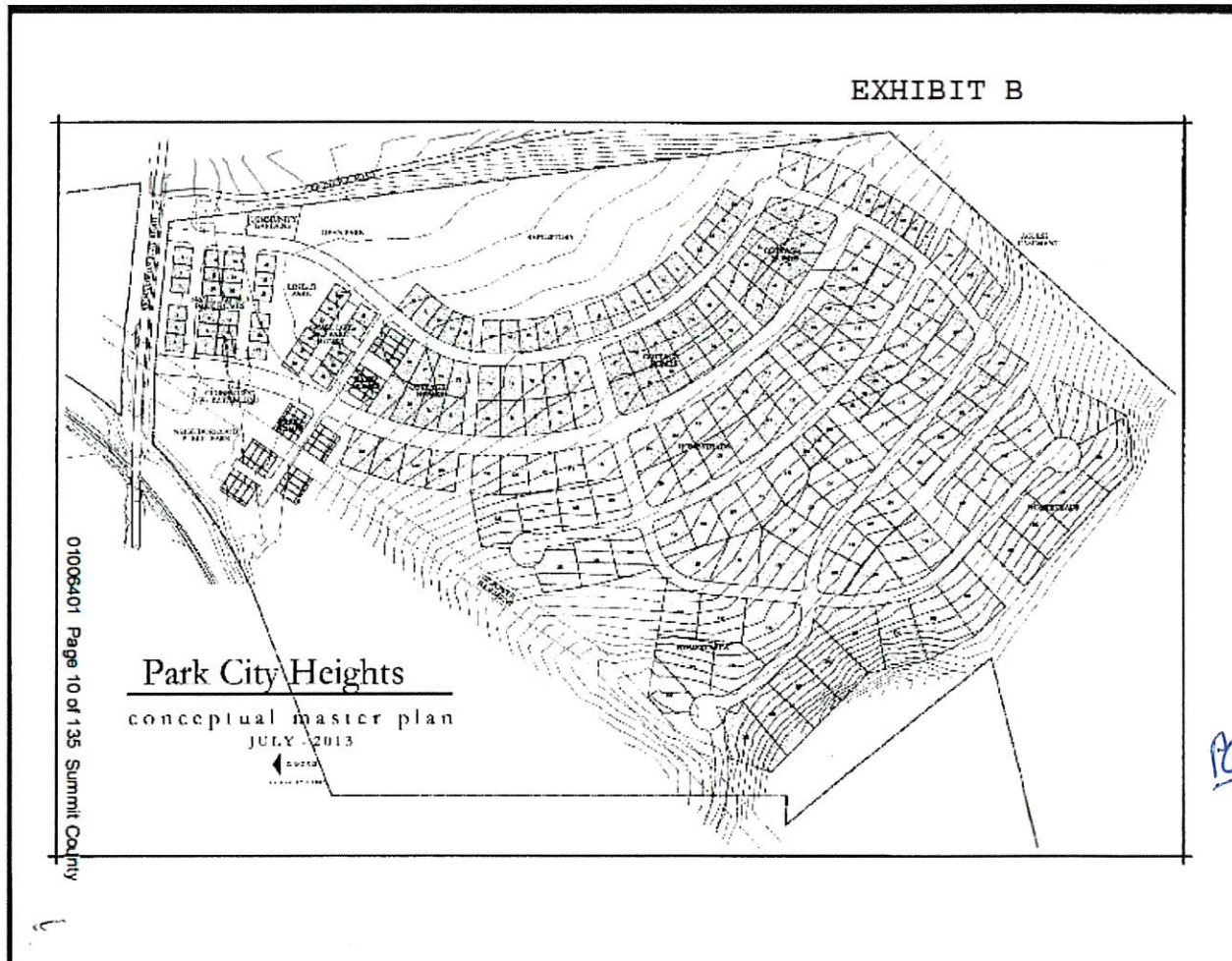
The Ordinance involves a plat approval sought by Ivory Development LLC, as part of its development of the Park City Heights subdivision. The Park City Heights subdivision is the result of the Park City Heights Master Planned Development (the “MPD”) that Ivory Development and Park City enter into in connection with the annexation of 239 acres of Ivory Development’s property near Quinn’s Junction.

Ivory Development’s property runs from the Quinn’s Junction area near highway 40 over the ridgeline to a point where it nearly abuts with the Oaks subdivision, as demonstrated by the following aerial view image:



Ivory Development's property is near the Oaks subdivision on the east side of Sun Ridge Cove. Sun Ridge Cove is a small cul-de-sac where the Residents own homes and reside. Previously, there was a strip of County property between the cul-de-sac and Ivory Development's property that blocked any access to Sun Ridge Cove from the property. In 2018, Ivory Development purchased that strip of ground from the County to facilitate the current plat application.

Of the 239 lots approved in the MPD, 237 of those lots are located in a dense cluster on the north east portion of the property. This cluster of lots is demonstrated in Exhibit B to the MPD:



The MPD speaks at length regarding the design philosophy that is to apply to the Park City Heights community. According to the MPD, "[f]or homes in Park City Heights, the emphasis is in simple structural expressional using a vocabulary of architectural elements found within Park City, including Victorian, Cottage, Arts and Crafts, Prairie Style, and Modern and Contemporary styles."¹ And "[t]he Guidelines are not intended to create a homogeneous, look alike

¹ Amended Development Agreement, p. 70.

neighborhood of earth tones and mountain timbers, but rather are intended to create a harmonious and diverse community of unique and varied homes”² Following is an example gallery taken from the Park City Heights Design Guidelines:

A Design Guide for Park City Heights

Example Gallery

Exterior Colors

The Park Homes have a diverse range of building size. With this diversity comes an opportunity to introduce color ranges seen in other phases of the development. Smaller buildings, such as duplex & fourplex buildings, should follow the standard established by the Cottage Homes guidelines & utilize primary colors. White & light gray are not considered primary colors. Buildings larger than four units must utilize colorful earth tones in an effort to lessen their visible mass.

Key Elements

- Varied Wall Planes & Massing
- Expressive Trim
- Exposed Structural Elements
- Low Sloping/Flat Roofs
- Emphasis on Front Porches
- Mining Meets Modern
- Not Resort Mountain Timber
- Mountain Contemporary
- Simple Forms
- Garages Secondary
- Grouped Windows
- Creative Materials



Park Homes

ARCHITECTURAL PATTERNS

01006401 Page 83 of 135 Summit County

These design guidelines run directly counter to those applicable to the Oaks neighborhood. The Oaks CC&Rs provide:

² *Id.*

The Declarant and Architectural Committee shall exercise their best judgment to see that all improvements, construction, landscaping, and alteration on the lands within the Subdivision *conform and harmonize with the natural surroundings and with existing structures* as to the external design, materials, color, siting, height, topography, grade and finished grade elevation in keeping with the Design Guidelines.³

In other words, whereas Park City Heights encourages various designs and styles to provide eclectic interest in the community, the purpose of the Oaks is harmonizing building with the natural surrounding and other homes—creating a homogeneous look. This has led to the construction of earth tone mountain homes with timber and real stone accents: the very type of homes not allowed in Park City Heights.

It is likely because of this very conflict that the Amended MPD expressly states in its preamble that “[e]ach home within Park City Heights *with the exception of the 2 lots accessed from Deer Valley* will be required to meet and adhere to the following guide The Deer Valley lots must adhere to the C.C. & R.’s of the Oaks at Deer Valley.”⁴

Contrary to this requirement, the Ordinance and application state under paragraph L of the General Subdivision Requirements that “Architecture is reviewed at the time of building permit issuance for compliance with the Park City Heights Design Guidelines.” Consistent with the MPD’s requirements, the Residents request that the lots contemplated by the proposed plat be required to comply with the Oaks at Deer Valley’s CC&Rs. The Residents request that this be carried out by requiring as a condition of any approval that the CC&Rs be recorded as an encumbrance against the lots and that the same be noted on the plat.

2. The MPD and related agreements do not contemplate the provision of utilities and services to the two lots in the MPD that are not in the northeast quadrant of the Ivory Development Parcel.

The MPD and related agreements deal at length with the provision of utilities to the Park City Heights subdivision—i.e. the clustered development on the North East quadrant of the Ivory Development parcel. These documents include among other things, a detailed agreement with the City as to the provision of water to the community and the infrastructure that Ivory and the City will need to put in place to facilitate the provision of water.

Absent from the MPD, however, is any discussion as to how utilities will be provided to these two lots. The application merely states that “[p]rimary utility services are located in the vicinity of the property.” And, effectively, that Ivory Development is working on getting the approvals needed to extend utilities to the lots. For this reason, “Staff recommends a condition of approval that public improvements shall either be complete or bonded for prior to recordation of the plat.”

³ Oaks CC&Rs, Section 4 (emphasis added).

⁴ Amended Development Agreement, p. 70 (emphasis added).

The Residents would be much more comfortable with this development moving forward knowing what steps are being taken to ensure that utility services to their homes will not be negatively impacted by this development. For example, several of the Residents experience water pressure issues. Others have been required to install pumps in their homes to ensure that they have adequate water pressure. These lots are two of the highest-elevation lots in the community and will require significant water pressure. The Residents want to ensure that adequate pressure is planned and will be provided before the lots are platted.

In short, while the Residents appreciate Staff's recognition of this issue and recommendation of a condition of approval, they would feel more comfortable with a more concrete plan (e.g., if the necessary utilities were planned for similar to those being provided to the remainder of the Park City Heights community prior to plat approval).

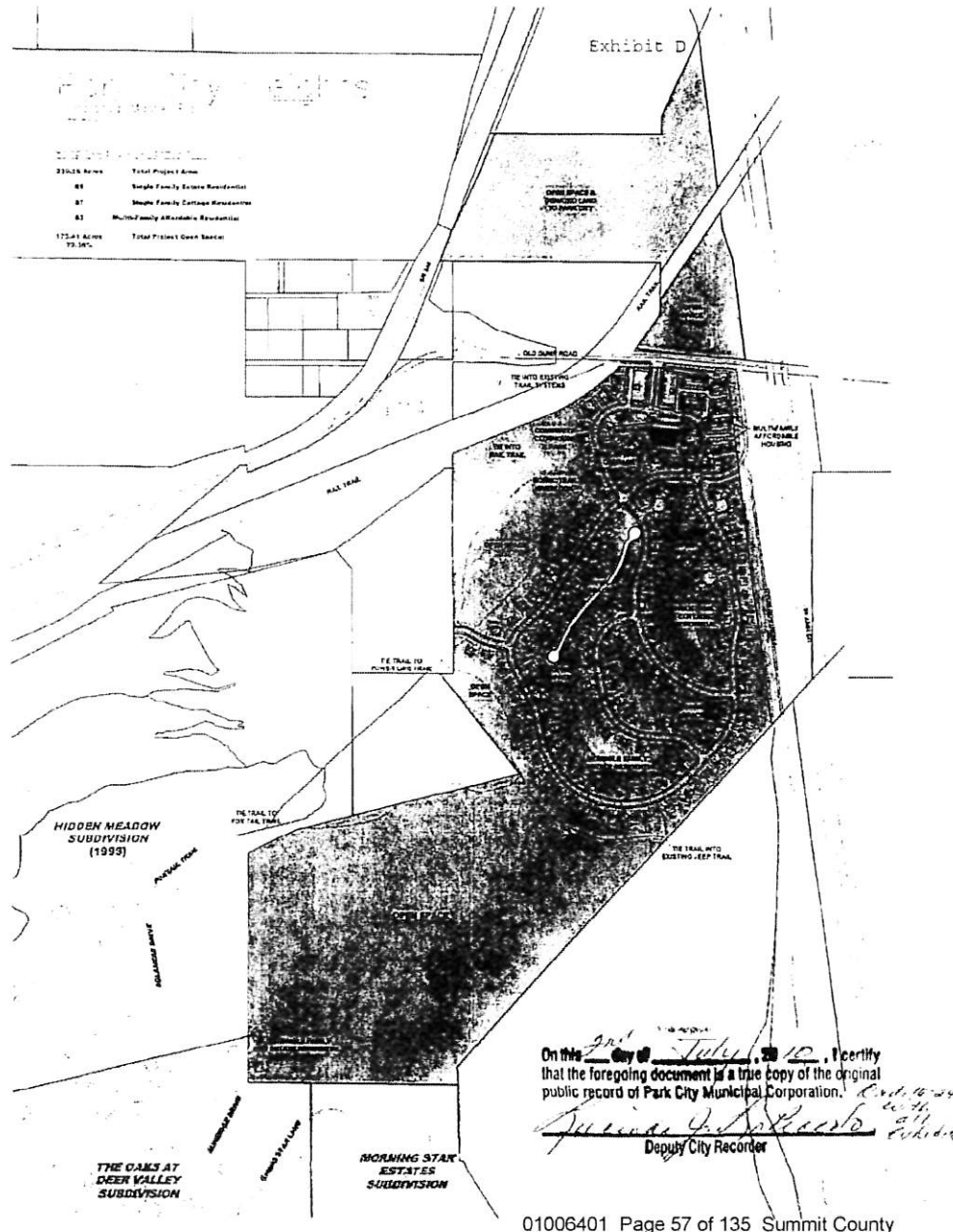
3. What steps have been taken to “dedicate” the open space to the North and East of these lots?

The MPD shows the area to the north and east of these lots to the top of the ridge and down the to the clustered development as dedicated open space. This dedication was to occur as part of Phase 2 of the development. These lots are part of phase 3 of the development. The application states that “[o]pen space parcel D, located to the north and east of these lots, was dedicated with Phase 2, consistent with conditions of the Park City Heights MPD.” But we have been unable to locate any evidence of this dedication. Indeed, the Summit County website does not show any parcel D. Nor does it show any restrictions showing as recorded against the property. The Residents would like to know what assurances they have that this step of phase 2 is complete now that Ivory Development is seeking to develop these lots adjoining the Residents' property.

It is worth noting, that when they purchased their properties, the Residents were told that the County land adjoining Sun Ridge Cove was dedicated as open space. The original developers of the Oaks led them to understand that they were surrounded by open space that would never be developed. Because they thought their community was fully built out, they were surprised to learn that two more lots would be developed on their cul-de-sac. They would like to avoid future surprises.

4. The proposed lots are critical wildlife habitat and moose and other wildlife can frequently be viewed in this area.

The area where the proposed lots are located provides habitat for wildlife, including moose, during the calving season. The Residents frequently observe cow moose and their calves in this area. A wildlife study was performed as part of the original 2010-2011 MPD agreement. But it appears from Exhibit D to that agreement that the original MPD did not contemplate these two lots. Instead the entire south west portion of the development was designated as open space.



We asked Staff and Ivory Development to confirm whether a wildlife study was performed after these lots were added to the MPD as part of the 2013 amendment, but we haven't heard back. If the wildlife study that was performed did not contemplate developing these two lots, we would ask that a new study be commissioned to determine the impact this development will have on wildlife in the area.

5. Several of the residents living within 300 feet of the proposed development did not receive mailed notice.

The Residents also note that, although their properties are within 300 feet of the proposed development, they did not receive mailed notice as indicated in the application. Instead, they

were informed by neighbors that this application was being considered for approval—but only after the Planning Commission hearing. The Residents were also unaware and did not receive any mailed notice of the prior approvals regarding the MPD. If they had received such notice, they would have attended any meeting to ensure the preservation of the character of their community and the open space they were promised existed.

CONCLUSION

The Residents are grateful for the opportunity to be heard and thank the City Council in advance for its time and attention. We ask that the Council continue this matter to allow Staff and Ivory to answer the concerns raised in this letter and in person at today's hearing.

Very Truly Yours,
HOGGAN LEE HUTCHINSON



Justin J. Keys

cc: Rick and Debbie Rees
Jacques and Susan Driscoll
Elisha and Bob Finney
Fred and Rebecca Gallander
Eric and Kathie Johnson

EXHIBIT L

First Amendment to Declaration
326967 Bl. 571 pg 226-229
Second Amendment to Declaration
363729 Book 677- B 53

Restatement & Clarification
342992 Bl. 535 pg 53-62

RED NOTE ^{FB} 311419

COALITION TITLE

89 AUG -7 PH 2:57

ALAN SFRIGGS
SUMMIT COUNTY RECORDER

REC'D BY BN 49.

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

FOR

THE OAKS AT DEER VALLEY

BOOK 531 PAGE 63 - 105

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THE OAKS AT DEER VALLEY

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the landscaping standards of the Design Guidelines. Landscaping shall take into account any water conservation guidelines or programs of the City, and, in addition, shall be designed to preserve natural vegetation where possible and minimize irrigation requirements.

Section 10. Driveway Access. All individual driveway access locations within the Subdivision shall be designed to function well with the site location and layout of each appropriate residential building. Care shall be taken in siting driveways to allow for the least amount of site and vegetation disturbance. The maximum grade of any driveway shall not exceed 15%. The minimum width of any drive shall be 12 feet, with the maximum width of 20 feet, prior to entering a garage. Where possible, driveways shall parallel the slope to lessen site impact. The approaching private driveway shall align itself with the intersecting road at approximately 90° for 20 feet (32 feet from center line of pavement). A maximum 3% grade will be designed along the center line of this portion of the drive. Cross slope will be 2%. The sides of the private drive will begin warping into the appropriate grade of the 10% road at the same 20 foot distance. When necessary to cut and fill, a balance shall be sought. Exception will be allowed in order to save specimen vegetation. Retaining walls shall be used with cuts in excess of 8 feet. Fill areas shall be contoured to 2 feet horizontal to 1 foot vertical slopes and if the disturbed area fails to catch existing grade within ten vertical feet, a retaining wall shall be used.



Section 11. Architectural.

(a) Roofs. All buildings shall be constructed with a minimum roof overhang of not less than four (4) feet on all elevations. All roofs shall be covered by fire resistant wood shingles or wood shakes or similar roofing materials and must be designed so that all roof areas drain.

(b) Walls. All lower walls, i.e., foundation walls, shall be required to be faced with natural stone.

(c) Icicles and Ice Buildup. Building designs must consider and address the danger caused by falling ice and ice accumulation on walks and building entrances.

(d) Structural Certification. All building designs must be approved and certified by a qualified licensed structural engineer. Particular attention should be given to snow loads on roofs and frost line depth for foundations and plumbing installations.

(e) Insulation and Weatherstripping. The following are the minimum insulating and weatherstripping requirements in all heated buildings.

1. All outside walls - minimum insulation factor of R-19.

2. All ceilings separating attic from roof - minimum insulation factor R-30. All vaulted ceilings that are also the roof - minimum insulation factor R-30.

3. Exposed underfloor areas - minimum insulation factor R-25.

4. Perimeter concrete foundation walls to be insulated with a minimum of two inch rigid insulation on the outside of wall.

5. All outside windows shall be double glazed.

6. All outside doors and windows shall be weather-stripped on all edges.

(f) Flashings and Roof Gutters. Flashing or roof gutters or other metal fittings on the exterior of buildings shall be copper or Cor-Ten Steel or other material which takes on a natural patina or shall be painted to match adjacent materials on buildings.

(g) Automatic Fire Sprinkler Systems. To the extent required by the Park City Fire Marshall, all buildings must contain an automatic fire sprinkler system or such other approved in writing automatic fire extinguishing system which meets the requirements of the Uniform Building Code for structures of that composition and construction. In addition to interior sprinkling, all structures shall have exterior building materials which meet the fire spread standards defined in Table 42-A of the Uniform Building Code unless protected by exterior sprinkling system meeting the standards of Section 3802 of the Uniform Building Code. These references are to the 1982 Edition of the Uniform Building Code, but structures shall comply with successor provisions of that Code in subsequently adopted codifications.

(h) Design Guidelines. All buildings, structures and improvements on any Lot shall comply with the Design Guidelines attached hereto as Exhibit D and by this reference made a part hereof.

Section 12. Protection to Minimize Problem of Frozen Pipes. Water lines and sewer wastelines shall not be installed in the outside walls, overhangs, or in uninsulated attic or crawl spaces.

ARTICLE V

Maintenance Obligations

Section 1. Maintenance Obligations of Owners. It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Declarant and Architectural Committee approval, to maintain, repair, replace and restore his residence and Lot in a neat,

600 531 PAGE 80

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-14, an Ordinance Approving the 139 Main Street Plat Amendment, Located at 139 Main Street, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[139 Main Street Plat Amendment Staff Report and Ordinance](#)

[139 Main Street Plat Exhibits](#)

City Council Staff Report

Subject: 139 Main Street Plat Amendment
Author: Tippe Morlan, MS, AICP, Planner II
Date: April 4, 2019
Type of Item: Legislative – Plat Amendment

Project Number:	PL-19-04070
Applicant:	Barry Turner
Location:	139 Main Street
Zoning:	Historic Residential – 2B (HR-2B)
Adjacent Land Uses:	Historic Commercial and Residential – Single-family dwellings
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Proposal

The proposed 139 Main Street Plat Amendment seeks to combine an existing lot and a portion of a second lot into one lot of record at this location. The site is currently undeveloped and consists of the entirety of Lot 10 and the southerly half of Lot 11 of Block 13 of the Park City Survey. The proposed plat amendment will create a lot of 2,332 square feet in size.

Recommendation

Staff recommends that the City Council consider **approving** the 139 Main Street Plat Amendment located at 139 Main Street based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. The Planning Commission also issued a unanimous **positive** recommendation at its regularly scheduled February 27, 2019 meeting.

Background

January 15, 2019 – The City received a complete Plat Amendment application for the 139 Main Street Plat Amendment.

February 27, 2019 – The Planning Commission issued a positive recommendation for the 139 Main Street Plat Amendment to the City Council for approval (see Exhibit G for minutes).

Purpose

The purpose of the HR-2 District can be found in [LMC Section 12-2.3-1](#). Requirements for sub-zone B can be found in [LMC Section 12-2.3-9](#).

Analysis

The purpose of this plat amendment is to combine an existing lot and a partial lot addressed at 139 Main Street into one lot of record. The new proposed lot will be 2,332 square feet in size with a lot width of 39 feet. The subject property is undeveloped, and the applicant has not indicated any intent to develop the property at the time of this staff

report. This new lot would allow the owner to construct a new single-family structure in accordance with the Land Management Code and with the Historic District Design Guidelines for new construction. A duplex would not be allowed on this site based on the size of the lot. A Historic District Design Review will be required for any proposed construction at this location. With the proposed lot size, an Administrative CUP for development on steep slopes will be required for any structure exceeding 200 square feet on or projecting over an existing slope of thirty percent (30%) or greater.

The proposed lot size is compatible with existing lots in the neighborhood and in the overall Historic District at 2,332 square feet, or 0.05 acres in size. Other subdivisions in the vicinity have combined two or more historic lots for both new development and to allow for additions to existing homes like this one. The table below is a summary of lots within the vicinity along this block of Main Street and the adjacent block of Park Avenue. The lots average 0.05 acres in size with the smallest at 0.01 acres and the largest at 0.17 acres, and exactly half of these lots have gone through a similar plat amendment combining existing lots from the Park City Survey. The proposed lot is exactly the average size for a lot in this vicinity. The average is calculated in acres as the original Park City Survey parcels have not been tabulated into an exact square footage.

Address	Lot Size	Parcel No.	Subdivision
109 Main Street	0.01 acres	PC-209	
115 Main Street	0.03 acres	PC-210	
122 Main Street	0.04 acres 1648.10 SF	CLTR-1	Coulter Plat Subdivision (2000)
125 Main Street	0.05 acres	PC-211	
134 Main Street	0.04 acres 1,956 SF	134-MAIN-1	134 Main Street Plat Amendment (2016)
140 Main Street	0.05 acres	PC-254	
148 Main Street	0.06 acres 2,663.18 SF	BUSH-1	The Bush Replat Subdivision (2006)
151 Main Street	0.16 acres 7,166 SF	151-MAIN-A	151 Main Street Subdivision (2006)
158 Main Street	0.08 acres 3,688 SF	SAL-A-AM	Saldarini Replat, First Amended (2018)
166 Main Street	0.07 acres 3,096 SF	166-MAIN-1	166 Main Street Plat Amendment (2018)
170 Main Street	0.02 acres	PC-248	
104 Park Avenue	0.03 acres	PC-223	
108 Park Avenue	0.05 acres 2,195 SF	108-PA-ALL	108 Park Avenue Replat Subdivision (2009)
116 Park Avenue	0.03 acres	PC-221	
124 Park Avenue	0.07 acres	PC-220	
160 Park Avenue	0.06 acres 2,612 SF	160-PA-1	160 Park Avenue Replat Subdivision (2004)

Encroachments

Along the south side of the lot, the neighboring significant historic property at 133 Main Street has three stone retaining walls, each approximately 1.5 feet wide, which encroach onto this property by 1 to 3 feet, and one railroad tie retaining wall which encroaches onto this property by approximately 6 inches. These walls are identified in the Historic Sites Inventory report for 133 Main Street and will need an encroachment agreement.

Along the west side of the lot, the adjacent property also has 17.5 feet of a railroad tie retaining wall which encroaches onto this property up to 2.5 feet from the rear property line. An encroachment agreement needs to be recorded for this wall or it must be removed prior to recordation of the plat as conditioned by Staff.

HR-2 Requirements

Any future single-family dwelling must maintain all requirements of the HR-2 zone. The proposed lot meets the minimum lot area of 1,875 square feet for a single-family dwelling at 2,332 square feet in size. The minimum lot width of 25 feet is also met as the proposed width is 39 feet. The proposed lot will also be between 58 and 67 feet deep. These measurements determine the minimum setback requirements which are as follows:

	Required
Front Yard	10 feet
Rear Yard	10 feet
Side Yard	5 feet each

The maximum building footprint for a lot this size is 1022.79 square feet according to the building footprint formula illustrated in Table 15-2.3 of the Land Management Code (LMC). Any structure must also maintain a maximum Building Height of 27 feet from Existing Grade and meet all other Building Height regulations. Two off-street parking spaces will also be required for a new single-family dwelling. Special requirements for sub-zone B apply to any proposed commercial use at this location.

Good Cause

Staff finds good cause for this plat amendment in that it will clean up the property lines at this location and will allow a structure to be constructed at this address in the future, as allowed by the LMC and Historic District Design Guidelines. Public snow storage easements will be dedicated with the recorded plat.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18. A Historic District Design Review application will need to be submitted for review by Planning Staff prior to issuance of building permits.

Department Review

This project has gone through an interdepartmental review. No issues were brought up at that time.

Notice

On February 13, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on February 13, 2019, according to requirements of the Land Management Code.

Public Input

No public input has been received at the time of this report.

Alternatives

- The City Council may approve the 139 Main Street Plat Amendment as conditioned or amended; or
- The City Council may deny the 139 Main Street Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 139 Main Street Plat Amendment.
- The City Council may remand the decision back to the Planning Commission.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action

The subject property would remain as two separate lots and any future structure would not be able to be constructed over the property line between them.

Recommendation

Staff recommends that the City Council consider **approving** the 139 Main Street Plat Amendment located at 139 Main Street based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. The Planning Commission also issued a unanimous **positive** recommendation at its regularly scheduled February 27, 2019 meeting.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – Survey
Exhibit C – Existing Plat
Exhibit D – Applicant's Project Description
Exhibit E – Aerial Photographs
Exhibit F – Site Photographs
Exhibit G – February 27, 2019 Planning Commission minutes

Ordinance No. 2019-14

AN ORDINANCE APPROVING THE 139 MAIN STREET PLAT AMENDMENT
LOCATED AT 139 MAIN STREET, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 139 Main Street has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on February 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on February 13, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners on February 13, 2019; and

WHEREAS, the Planning Commission held a public hearing on February 27, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on February 27, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 4, 2019, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 139 Main Street Plat Amendment located at 139 Main Street.

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

SECTION 1. APPROVAL. The 139 Main Street Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 139 Main Street.
2. The property consists of the entirety of Lot 10 and the southerly half of Lot 11 of Block 13 of the Park City Survey.
3. The property is in the Historic Residential – 2B (HR-2B) District.
4. The property is vacant.
5. The proposed lot is 2,332 square feet in size.

6. The proposed lot meets the minimum lot area of 1,875 square feet for a single-family dwelling.
7. This lot will not be large enough to accommodate a duplex use which requires 3,750 square feet.
8. The proposed lot size is compatible with existing lots in the neighborhood and in the overall Historic District. The lots average 0.05 acres in size with the smallest at 0.01 acres and the largest at 0.17 acres.
9. The proposed lot is the average size for a lot in this vicinity at 0.05 acres.
10. The City received a complete Plat Amendment application for the 139 Main Street Plat Amendment on January 15, 2019.
11. Along the south side of the lot, the neighboring property has three stone retaining walls, each approximately 1.5 feet wide, which encroach onto this property by 1 to 3 feet, and one railroad tie retaining wall which encroaches onto this property by approximately 6 inches. These walls are present in the Historic Sites Inventory report for 133 Main Street and require an encroachment agreement.
12. Along the west side of the lot, the adjacent property also has 17.5 feet of a railroad tie retaining wall which encroaches onto this property up to 2.5 feet from the rear property line.
13. The minimum lot width of 25 feet is also met as the proposed width is 39 feet.
14. The proposed lot will also be between 58 and 67 feet deep.
15. The minimum Front and Rear Setbacks are 10 feet each.
16. The minimum Side Setbacks are 5 feet each.
17. The maximum building footprint is 1022.79 square feet.
18. A Historic District Design Review application is required for any new construction proposed at the existing site.
19. With the proposed lot size, an Administrative CUP for development on steep slopes will be required for any structure exceeding 200 square feet on or projecting over an existing slope of thirty percent (30%) or greater.

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 regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.

3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. A 10 foot wide public snow storage easement will be required along Main Street unless the existing retaining wall needs to remain.
5. An encroachment agreement needs to be recorded for all encroachments, or all encroachments need to be removed, including the stone retaining walls and railroad tie wall to the south and the railroad tie retaining wall to the west.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

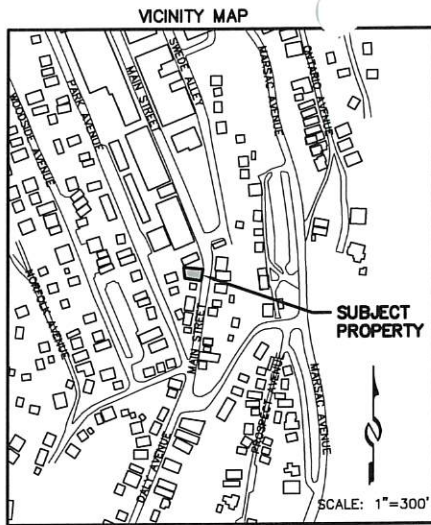


Exhibit A - Proposed Plat



SURVYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner I have made a survey of the tract of land shown on this plat and described hereon, hereafter to be known as 139 MAIN STREET PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

All of Lot 10 and a southerly portion of Lot 11, Block 13, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the Office of the Summit County Recorder, said southerly portion of Lot 11, being more particularly described as follows:

Beginning at the southeasterly corner of Lot 11, Block 13, Amended Plat of the Park City Survey; and running thence along the southerly boundary of said Lot 11, North 81°06'00" West 64.58 feet to the southwesterly corner of Lot 11; thence along the westerly boundary of said Lot 11, North 05°39'57" West 10.50 feet; thence South 84°22'02" East 67.33 feet to the easterly boundary of said Lot 11; thence along said easterly boundary of Lot 11, South 08°54'00" West 14.00 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS THAT, Barry Turner and Cheryl Sandy, Trustees of the PATRIOT FAMILY TRUST DATED SEPTEMBER 28, 2017, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand
this _____ day of _____, 2019.
By: _____
Barry Turner, Trustee

In witness whereof, the undersigned set her hand
this _____ day of _____, 2019.
By: _____
Cheryl Sandy, Trustee

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2019, Barry Turner, personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Trustee of the PATRIOT FAMILY TRUST DATED SEPTEMBER 28, 2018, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed the 139 MAIN STREET PLAT AMENDMENT.

By: _____
Notary Public

Printed Name _____
Residing in: _____
My Commission Expires: _____
Commission No.: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2019, Cheryl Sandy, personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is a Trustee of the PATRIOT FAMILY TRUST DATED SEPTEMBER 28, 2018, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed the 139 MAIN STREET PLAT AMENDMENT.

By: _____
Notary Public

Printed Name _____
Residing in: _____
My Commission Expires: _____
Commission No.: _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2019-_____.
2. Measured bearings and distances, when different from record, are shown in parenthesis ().

LEGEND

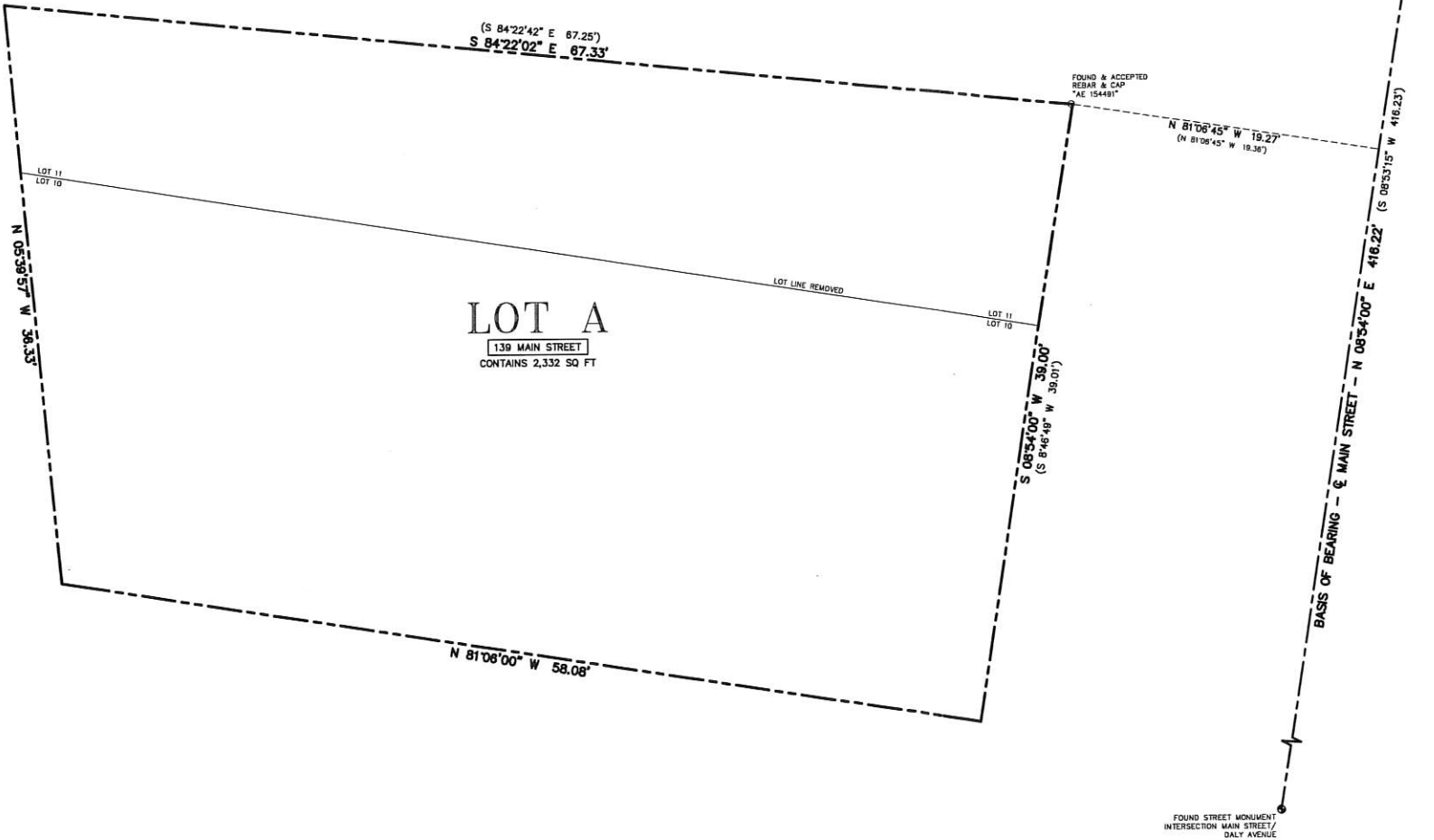
- Found Monument (As-Noted)
- Found Street Monument (As-Noted)

RECEIVED

JAN 02 2019

PARK CITY PLANNING DEPT

SHEET 1 OF 1



A LOT COMBINATION PLAT
BLOCK 13, PARK CITY SURVEY
139 MAIN STREET PLAT AMENDMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2019
BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019
BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2019
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 2019
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2019
BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019
BY _____
PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____

139 MAIN STREET SURVEY

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
LOT 10 & A PORTION OF LOT 11, BLOCK 13
PARK CITY AMENDED SURVEY
RECORD OF SURVEY-EXISTING CONDITIONS
SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.



LEGAL DESCRIPTION

All of Lot 10 and a southerly portion of Lot 11, Block 13, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the Office of the Summit County Recorder, said southerly portion of Lot 11, being more particularly described as follows:

Beginning at the southeasterly corner of Lot 11, Block 13, Amended Plat of the Park City Survey, and running thence along the southerly boundary of said Lot 11, North 81°06'00" West 64.58 feet to the southwesterly corner of Lot 11; thence along the westerly boundary of said Lot 11, North 05°39'57" West 10.50 feet; thence South 84°22'02" East 67.33 feet to the easterly boundary of said Lot 11; thence along said easterly boundary of Lot 11, South 08°54'00" West 14.00 feet to the point of beginning.

NOTES

- 1. Basis of Bearing for this survey is between the found street monuments as shown on this plat.
- 2. Field work for this survey was performed November 19, 2018, and is in compliance with generally accepted industry standards for accuracy.
- 3. The purpose of this survey was to perform an Existing Conditions and Topography survey for the possibility of future improvements to the property.
- 4. A Title Report was not provided to the surveyor and no easements or setbacks were located as part of this survey. This owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
- 5. County tax maps, recorded deeds, 151 Main Street Subdivision Plat, 160 Park Avenue Replat, Records of Survey S-6063, S-9222 and S-9317 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were used to determine the boundary as shown on this plat.
- 6. Site Benchmark: Water Meter, Elevation=7133.3' as shown.
- 7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
- 8. Property corners were found as shown.
- 9. Measured bearings and distances, when different from record, are shown in parenthesis ().

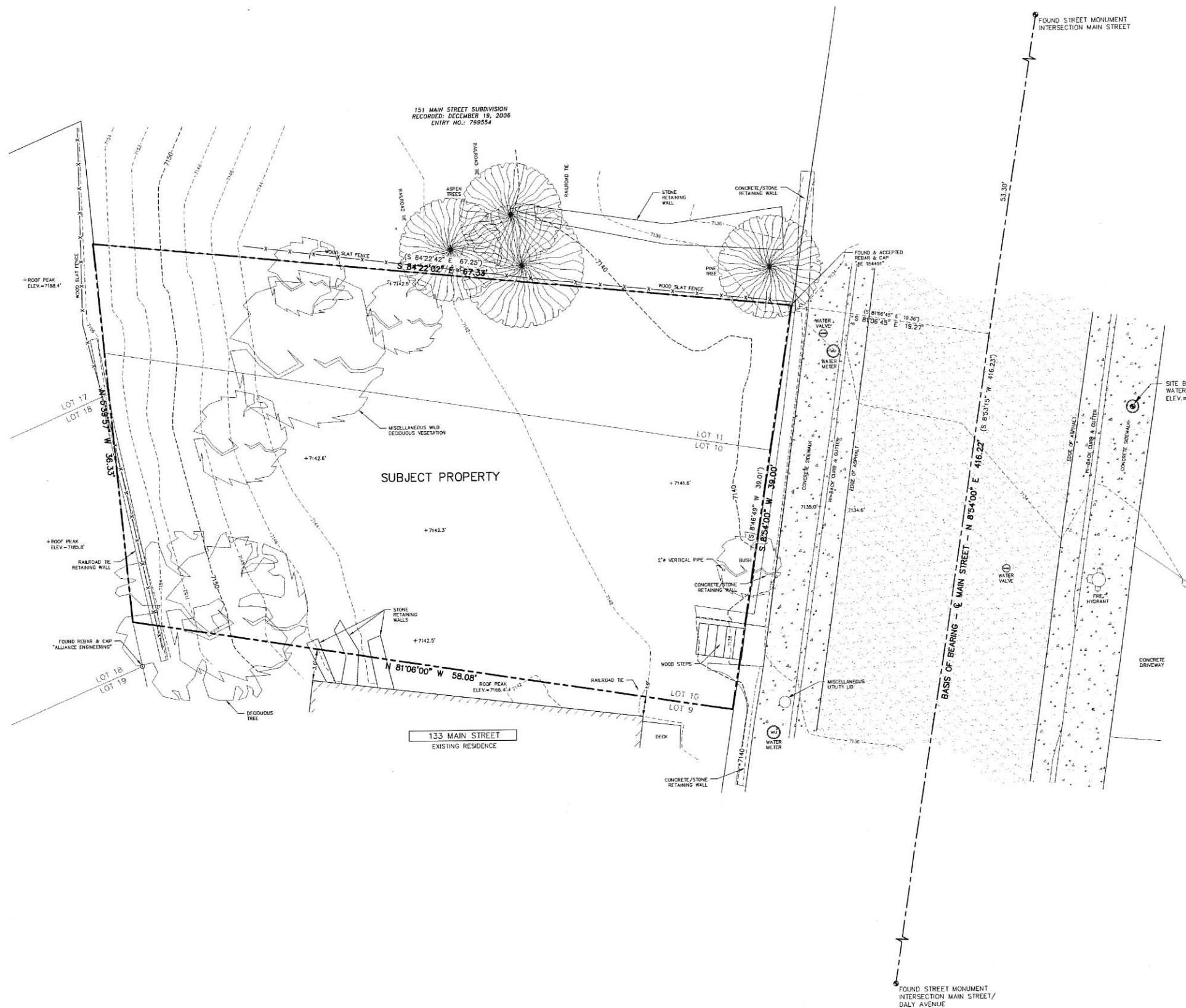
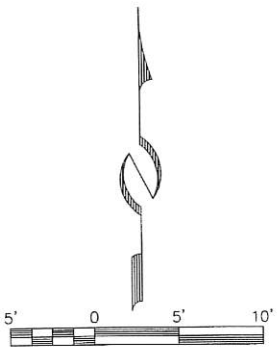
LEGEND

- Found Monument (As-Noted)
- Found Street Monument (As-Noted)

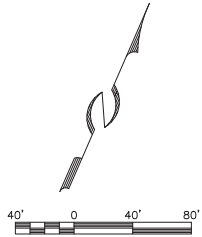
RECEIVED

JAN 02 2019

PARK CITY PLANNING DEPT.



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: CHARLES GALATI RYAN BETZ JASON WYNNE DATE: 12/12/18	EXISTING CONDITIONS & TOPOGRAPHIC MAP LOT 10 & A PORTION OF LOT 11, BLOCK 13 FOR: BARRY TURNER JOB NO.: 6-11-18 FILE: X:\ParkCitySurvey\dwg\sr\sr\2018\061118-139 Main Street\061118-rds.dwg	SHEET 1 OF 1



PARK CITY SURVEY, BLOCK 13,
LOT 10 AND A PORTION OF LOT 11

(139 MAIN STREET)

PROJECT INTENT

The property at 139 Main Street is vacant. The historic lot line as platted between Lots 10 and 11 still exists as shown on the plat of Park City. The owner desires to remove the lot line and unify the property into one lot of record with the ultimate goal of constructing a single family residence on the property.

RECEIVED

JAN 02 2019

PARK CITY
PLANNING DEPT.



RECEIVED
JAN 02 2019
PARK CITY
PLANNING DEPT.

Alliance Engineering Inc.
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MARSHALL KING
DUSTIN CARRISH
DATE: 12/11/18

AERIAL PHOTOGRAPH
139 MAIN STREET
BLOCK 13, PARK CITY SURVEY
FOR: BARRY TURNER
JOB NO.: 6-11-18
FILE: X:\ParkCitySurvey\dwg\Exhibits\139 main-ortho.dwg

SHEET
1
OF
1



139 Main Street – Looking Westerly



139 Main Street – Looking Northwesterly

Planning Commission Meeting
February 27, 2019
Page 6

2. **139 Main Street Plat Amendment – A plat amendment proposing to combine Lot 10 and the south half of Lot 11 of Block 13 of the Park City Survey into one lot of record.**

Planner Morlan reviewed the request to combine approximately 1-1/2 Old Town lots. It is currently an undeveloped lot and an application for development had not been submitted to the City.

Vice-Chair Phillips opened the public hearing.

There were no comments.

Vice-Chair Phillips closed the public hearing.

MOTION: Commissioner Sletten moved to forward a POSITIVE recommendation to the City Council for the 139 Main Street Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 139 Main Street Plat Amendment

1. The property is located at 139 Main Street.
2. The property consists of the entirety of Lot 10 and the southerly half of Lot 11 of Block 13 of the Park City Survey.
3. The property is in the Historic Residential – 2B (HR-2B) District.
4. The property is vacant.
5. The proposed lot is 2,332 square feet in size.
6. The proposed lot meets the minimum lot area of 1,875 square feet for a single-family dwelling.
7. This lot will not be large enough to accommodate a duplex use which requires 3,750 square feet.
8. The proposed lot size is compatible with existing lots in the neighborhood and in the overall Historic District. The lots average 0.05 acres in size with the smallest at 0.01 acres and the largest at 0.17 acres.
9. The proposed lot is the average size for a lot in this vicinity at 0.05 acres.
10. The City received a complete Plat Amendment application for the 139 Main Street Plat Amendment on January 15, 2019.
11. Along the south side of the lot, the neighboring property has three stone retaining walls, each approximately 1.5 feet wide, which encroach onto this property by 1 to 3

feet, and one railroad tie retaining wall which encroaches onto this property by approximately 6 inches. These walls are present in the Historic Sites Inventory report for 133 Main Street and require an encroachment agreement.

12. Along the west side of the lot, the adjacent property also has 17.5 feet of a railroad tie retaining wall which encroaches onto this property up to 2.5 feet from the rear property line.

13. The minimum lot width of 25 feet is also met as the proposed width is 39 feet.

14. The proposed lot will also be between 58 and 67 feet deep.

15. The minimum Front and Rear Setbacks are 10 feet each.

16. The minimum Side Setbacks are 5 feet each.

17. The maximum building footprint is 1022.79 square feet.

18. A Historic District Design Review application is required for any new construction proposed at the existing site.

19. With the proposed lot size, an Administrative CUP for development on steep slopes will be required for any structure exceeding 200 square feet on or projecting over an existing slope of thirty percent (30%) or greater.

Conclusions of Law – 139 Main Street Plat Amendment

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 regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 139 Main Street Amendment

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. A 10-foot wide public snow storage easement will be required along Main Street unless the existing retaining wall needs to remain.
5. An encroachment agreement needs to be recorded for all encroachments, or all

encroachments need to be removed, including the stone retaining walls and railroad tie wall to the south and the railroad tie retaining wall to the west.

3. **1137 Lowell Avenue Plat Amendment – A plat amendment proposing to combine portions of six existing lots (Lots 9, 10, 23, 24, and a remnant portion of Lots 8 and 25 of Block 34 of Snyder's Addition) into one lot of record.**

Commissioner Sletten recused himself and left the room.

Commissioner Thimm had a general question not associated with any particular item. He assumed when they combine a lot with a portion of another lot in a plat amendment and the lot is given a designated Lot number, that the portion of the other lot is no longer the same configuration as it was before. Director Erickson replied that he was correct. He explained that most of the plat amendments on the agenda this evening was an effort to correct what had already occurred in the Historic District where a property owner had subdivided portions of the lots. When someone submits a development application they are required to bring the lot into compliance. It can be done through a plat amendment, which is approved by the Planning Commission; or through a lot line adjustment, which is an Administrative Act by the Planning Director.

Director Erickson noted that these were the last remaining properties in the Snyder's Addition and the Park City Survey. These are the last of the infill in the Historic Districts and they are nearing the end of development in the District.

Commissioner Thimm asked if the Planning Department waits until development is proposed before amending the plat. Assistant City Attorney Harrington believed that some of the plat amendments were remnants from prior subdivisions. He noted that often times the first condition of approval states that no remnant lot is separately developable. It is a repetitive condition of approval. The partial lot has not been re-subdivided and does not meet the zoning requirements so a building permit could not be issued. It needs to be cleaned up before it can be developed.

Planner Morlan reviewed the application for a plat amendment to clean up the property lines at 1137 Lowell Avenue. The lot will be 7,840 square feet, which is in line with the other developments and plat amendments in the area; especially along Lowell Avenue. There are no historic homes on Lowell Avenue and the proposed lot would be smaller than the other lots on the upper part of Lowell Avenue on the same side of the road.

Vice-Chair Phillips referred to the chart on pages 70-71 of the Staff report. He noted that it was obviously larger than the 25' x 75' lots across the street. Planner Morlan

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-15, an Ordinance Approving the 1137 Lowell Avenue Plat Amendment Located at 1137 Lowell Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[1137 Lowell Avenue Plat Amendment Staff Report and Ordinance](#)

[1137 Lowell Avenue Plat Exhibits](#)

Planning Commission Staff Report



Subject: 1137 Lowell Avenue Plat Amendment
Author: Tippe Morlan, MS, AICP, Planner II
Date: April 4, 2019
Type of Item: Legislative – Plat Amendment

Project Number:	PL-19-04082
Applicant:	Chantal Family Partnership, LTD
Location:	1137 Lowell Avenue
Zoning:	Historic Residential – 1 (HR-1)
Adjacent Land Uses:	Residential – Duplexes
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Proposal

The proposed 1137 Lowell Avenue Plat Amendment seeks to combine portions of six existing lots into one lot of record. This includes the entirety of Lots 9, 10, 23, 24, and a remnant portion of Lots 8 and 25 of Block 34 of Snyder's Addition. The proposed plat amendment will create a lot of 7,840 square feet in size and leaves no remnant parcels under this ownership.

Recommendation

Staff recommends that the City Council consider **approving** the 1137 Lowell Avenue Plat Amendment located at 1137 Lowell Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. The Planning Commission also issued a unanimous **positive** recommendation at its regularly scheduled February 27, 2019 meeting.

Background

January 15, 2019 – The City received a complete Plat Amendment application for the 1137 Lowell Avenue Plat Amendment.

February 27, 2019 – The Planning Commission issued a positive recommendation for the 1137 Lowell Avenue Plat Amendment to the City Council for approval (see Exhibit G for minutes).

Purpose

The purpose of the HR-1 District can be found in [LMC Section 12-2.3-1](#).

Analysis

The purpose of this plat amendment is to combine the several existing lots and remnant parcels addressed at 1137 Lowell Avenue into one lot of record. The new proposed lot

will be 7,840 square feet in size with a lot width of 56 feet. The subject property is undeveloped, and the applicant has not indicated any intent to develop the property at the time of this staff report. This new lot would allow the owner to construct a new single-family structure or a duplex in accordance with the Land Management Code and with the Historic District Design Guidelines for new construction. A Historic District Design Review will be required for any proposed construction at this location. A full Steep Slope Conditional Use Permit will be required for any structure exceeding 200 square feet on or projecting over an existing slope of thirty percent (30%) or greater.

To the east side of the lot, there is an existing asphalt driveway along the front side of the subject property approximately 25-28 feet wide with an associated railroad tie retaining wall across the width of the lot. The road extends from 43 to 50 feet from the front property line to the edge of asphalt. This is a shared driveway in use by the neighboring properties to the north as well.

There is also an existing trail running through the middle of the lot from east to west. There is no documentation or easement indicating that this is a public trail; formal public trail connections in this area are considered via the Kings Crown development. This trail will not need to be relocated with future development and is not a part of the City's Trails Master Plan.

The proposed lot size of 7,840 square feet is compatible with existing lots in the neighborhood and in this area of the Historic District. No historic structures exist on Lowell Avenue, and there are also larger duplexes, large single family homes, and condominiums in this area which includes the North Star neighborhood and the Kings Crown project. Other large lots with condominium and duplex developments can be seen on the existing plat in Exhibit C as well.

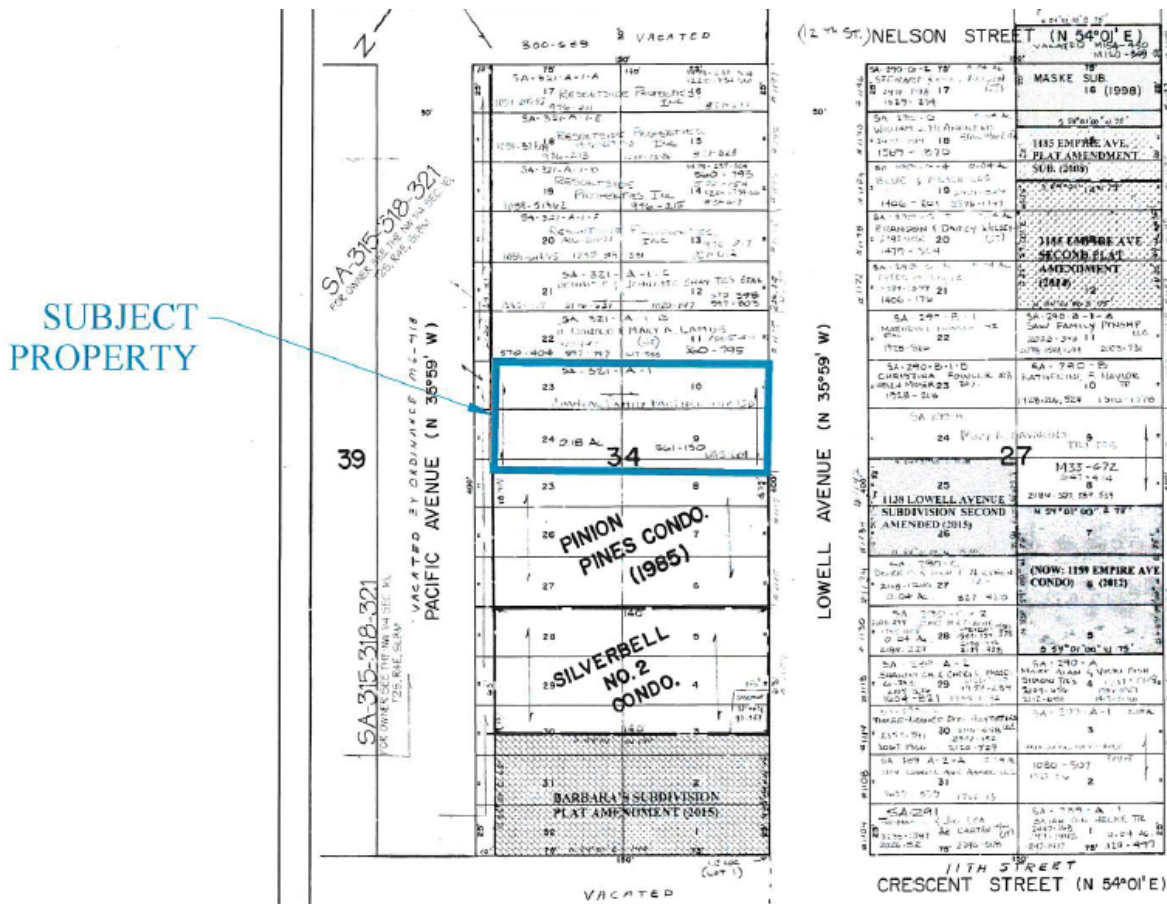
The table below is a summary of lots along this block of Lowell Avenue. The lots average 3,152.17 square feet in size, with the smallest lot at 2,590 square feet and the largest at 8,820 square feet in size. There are 9 lots, or 39 percent of the lots on this block, which contain duplexes and 61 percent of the lots contain single-family dwellings. There have also been similar plat amendments on 6 of the lots on this block. The proposed lot is consistent with size of other lots in this vicinity and is smaller than the adjacent lots to the south on Lowell Avenue.

Address (Lowell Ave)	Use	Lot Size	Parcel No.	Subdivision
1103	Single-family dwelling	0.06 acres 2590 SF	BARB-1	Barbara's Subdivision Plat Amendment (2015)
1104	Single-family dwelling	0.04 acres 1875 SF	SA-289-A-1	
1105	Single-family dwelling	0.14 acres 6090 SF	BARB-2	Barbara's Subdivision Plat Amendment (2015)
1108	Single-family	0.04 acres	SA-289-A-2-A	

	dwelling	1875 SF		
1109	Duplex	Lot: 0.2 acres 8820 SF	SLB-2-R-1 & SLB-2-R-2	Silver Bell No. 2 Condominium Plat
1114	Single-family dwelling	0.04 acres 1875 SF	SA-290-A-1	
1115	Duplex (with 1117)	Lot: 0.11 acres 4810.4 SF	PIN-1121	Pinion Pines Condominium Plat (1985)
1117	Duplex (with 1115)	Lot: 0.11 acres 4814.6 SF	PIN-1127	Pinion Pines Condominium Plat (1985)
1118	Single-family dwelling	0.04 acres 1875 SF	SA-289-A-2	
1130	Single-family dwelling	0.04 acres 1875 SF	SA-290-C-2	
1134	Single-family dwelling	0.04 acres 1875 SF	SA-290-C	
1138	Single-family dwelling	0.09 acres 3750 SF	1138-LA-A- 2AM	1138 Lowell Avenue Subdivision Second Amended (2015)
1155	Duplex (with 1157)	0.08 acres 3500 SF	SA-321-A-1-B	
1157	Duplex (with 1155)	0.08 acres 3500 SF	SA-321-A-1-C	
1172	Single-family dwelling	0.04 acres 1875 SF	SA-290-G-3	
1175	Duplex (with 1177)	0.08 acres 3500 SF	SA-321-A-1-F	
1177	Duplex (with 1175)	0.08 acres 3500 SF	SA-321-A-1-D	
1178	Single-family dwelling	0.04 acres 1875 SF	SA-290-G-5	
1184	Single-family dwelling	0.04 acres 1875 SF	SA-290-G-4	
1190	Single-family dwelling	0.04 acres 1875 SF	SA-290-G	
1195	Duplex (with 1197)	0.08 acres 3500 SF	SA-321-A-1-E	
1196	Single-family dwelling	0.04 acres 1875 SF	SA-290-G-2	
1197	Duplex (with 1195)	0.08 acres 3500 SF	SA-321-A-1-A	

For a visual representation, here is an excerpt of the existing plat (Exhibit C). Also, please note that some of these lots, including the 6 lots to the north of the subject

property, are actually individual duplex units representing 6 units in 3 duplex structures. If those duplexes were constructed today, the property owners would be required to conduct a plat amendment similar to this one.



HR-1 Requirements

Any future development on this site must maintain all requirements of the HR-1 zone. The proposed lot meets the minimum lot area of 1,875 square feet for a single-family dwelling and of 3,750 square feet for a duplex dwelling at 7,840 square feet in size. The minimum lot width of 25 feet is also met as the proposed width is 56 feet. The proposed lot will also be 140 feet deep. These measurements determine the minimum setback requirements which are as follows:

	Required
Front Yard	15 feet
Rear Yard	15 feet
Side Yard	5 feet each + 14 feet total

The maximum building footprint for a lot this size is 2,523.24 square feet according to the building footprint formula illustrated in Table 15-2.2 of the Land Management Code

(LMC). Any structure must also maintain a maximum Building Height of 27 feet from Existing Grade and meet all other Building Height regulations.

Good Cause

Staff finds good cause for this plat amendment in that it will clean up the property lines at this location and will allow a structure to be constructed at this address in the future, as allowed by the LMC and Historic District Design Guidelines. Public snow storage easements will be dedicated with the recorded plat.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18. A Historic District Design Review application will need to be submitted for review by Planning Staff prior to issuance of building permits.

Department Review

This project has gone through an interdepartmental review. Any future development shall consider the low water pressure at this location. A public easement is also required over the existing sewer line running through this property.

Notice

On February 13, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on February 13, 2019, according to requirements of the Land Management Code.

Public Input

No public input has been received at the time of this report.

Alternatives

- The City Council may approve the 1137 Lowell Avenue Plat Amendment as conditioned or amended; or
- The City Council may deny the 1137 Lowell Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 1137 Lowell Avenue Plat Amendment.
- The City Council may remand the decision back to the Planning Commission.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action

The subject property would remain as six separate lots and any future structure would not be able to be constructed over the property line between them.

Recommendation

Staff recommends that the City Council consider **approving** the 1137 Lowell Avenue Plat Amendment located at 1137 Lowell Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. The Planning Commission also issued a unanimous **positive** recommendation at its regularly scheduled February 27, 2019 meeting.

Exhibits

- Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
- Exhibit B – Survey
- Exhibit C – Existing Plat
- Exhibit D – Applicant's Project Description
- Exhibit E – Aerial Photographs
- Exhibit F – Site Photographs
- Exhibit G – February 27, 2019 Planning Commission Minutes

Ordinance No. 2019-15

AN ORDINANCE APPROVING THE 1137 LOWELL AVENUE PLAT AMENDMENT LOCATED AT 1137 LOWELL AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1137 Lowell Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on February 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on February 13, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners on February 13, 2019; and

WHEREAS, the Planning Commission held a public hearing on February 27, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on February 27, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 4, 2019, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 1137 Lowell Avenue Plat Amendment located at 1137 Lowell Avenue.

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

SECTION 1. APPROVAL. The 1137 Lowell Avenue Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1137 Lowell Avenue.
2. The property consists of consists of the entirety of Lots 9, 10, 23, 24, and a remnant portion of Lots 8 and 25 of Block 34 of Snyder's Addition.
3. The proposed lot is 7,840 square feet in size.
4. The lots on this block of Lowell Avenue average 3,152.17 square feet in size, with the smallest lot at 2,590 square feet and the largest at 8,820 square feet in size.

5. There are 9 lots, or 39 percent of the lots on this block, which contain duplexes and 61 percent of the lots contain single-family dwellings.
6. There have also been similar plat amendments on 6 of the lots on this block.
7. The proposed lot is consistent with size of other lots in this vicinity and is smaller than the adjacent lots to the south on Lowell Avenue.
8. The property is in the Historic Residential – 1 (HR-1) District.
9. The property is vacant.
10. The proposed lot meets the minimum lot area of 1,875 square feet for a single-family dwelling.
11. The proposed lot also meets the minimum lot area of 3,750 square feet for a duplex dwelling.
12. The City received a complete Plat Amendment application for the 1137 Lowell Avenue Plat Amendment on January 15, 2019.
13. To the east side of the lot, there is an existing asphalt driveway along the front side of the subject property approximately 25-28 feet wide with an associated railroad tie retaining wall across the width of the lot. The road extends from 43 to 50 feet from the front property line to the edge of asphalt. This is a shared driveway in use by the neighboring properties to the north.
14. There is also an existing trail running through the middle of the lot from east to west. There is no documentation or easement indicating that this is a public trail; formal public trail connections in this area are considered via the Kings Crown development. This trail will not need to be relocated with future development and is not a part of the City's Trails Master Plan.
15. The minimum lot width of 25 feet is also met as the proposed width is 56 feet.
16. The proposed lot will also be 140 feet deep.
17. The minimum Front and Rear Setbacks are 15 feet each.
18. The minimum Side Setbacks are 5 feet each and 14 feet total.
19. The maximum building footprint is 2,523.24 square feet.
20. The proposed lot leaves no remnant parcels under this ownership.
21. A Historic District Design Review application is required for any new construction proposed at the existing site.
22. A full Steep Slope Conditional Use Permit is required for any structure exceeding 200 square feet on or projecting over an existing slope of thirty percent (30%) or greater.

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 regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. A public easement is also required for areas within 10 feet of the existing sewer line running through this property.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

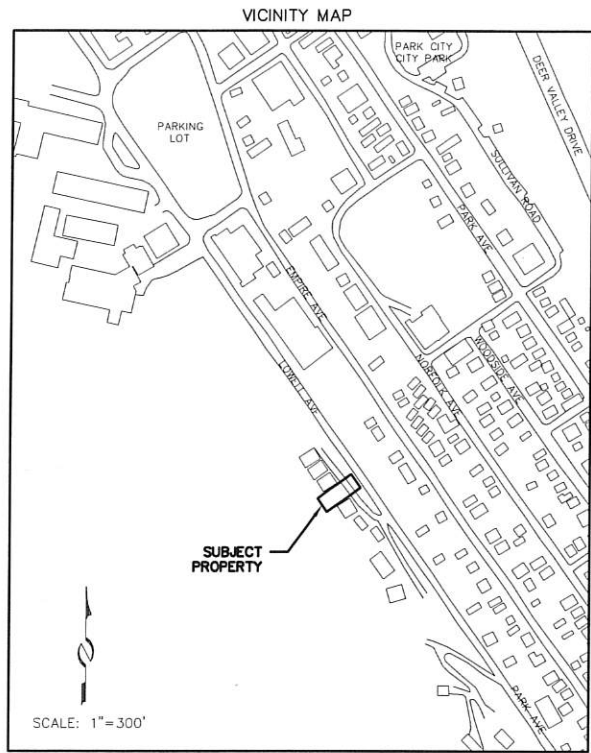
City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

Exhibit A - Proposed Plat



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah, and that by authority of the owners, 1137 LOWELL AVENUE PLAT AMENDMENT has been reviewed under my direction, and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

LEGAL DESCRIPTION

The northerly 6 feet of Lot 8 and the northerly 6 feet of the easterly 65 feet of Lot 25 and all of Lots 9 and 10 and the easterly 65 feet of Lot 23 and 24 of Block 34, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the Summit County Recorder's Office, being more particularly described as follows:

Beginning at a point North 35 degrees 59 minutes West 193.75 feet from the northeast corner of Northstar Subdivision, said northeast corner being the same as the southeast corner of Lot 1 of said Block 34 and running thence North 35 degrees 59 minutes West 56 feet; thence South 54 degrees 01 minutes West 140 feet; thence South 35 degrees 59 minutes East 56 feet; thence North 54 degrees 01 minutes East 140 feet to the point of beginning.

Together with and subject to an easement for ingress and egress and utilities over the following described property:

Commencing at a point located North 760.42 feet and West 3193.34 feet from the east one-quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 54 degrees 01 minutes 00 seconds West 20.54 feet; thence North 32 degrees 15 minutes 00 seconds West 62.13 feet; thence South 54 degrees 01 minutes 00 seconds West 23.51 feet; thence North 40 degrees 31 minutes 16 seconds West 63.20 feet; thence North 35 degrees 59 minutes 00 seconds West 269.99 feet; thence North 54 degrees 01 minutes 00 seconds East 25.00 feet; thence South 35 degrees 59 minutes 00 seconds East 201.24 feet; thence North 54 degrees 01 minutes 00 seconds East 20.00 feet; thence South 35 degrees 59 minutes 00 seconds East 193.75 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as 1137 LOWELL AVENUE PLAT AMENDMENT, does hereby certify that it has caused this plat to be prepared, and does hereby consent to the recordation of this 1137 LOWELL AVENUE PLAT AMENDMENT.

In witness whereof, the undersigned set her hand this _____ day of _____, 2019.

CHANTAL FAMILY PARTNERSHIP, LTD., a Texas limited partnership

By: Heida L. Thurlow, General Partner

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2019, Heida L. Thurlow, personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the General Partner of CHANTAL FAMILY PARTNERSHIP, LTD., a Texas limited partnership, and that said document was signed by her on behalf of said partnership by authority of its Operating Agreement or Resolution of its Members, and she acknowledged to me that she executed the 1137 LOWELL AVENUE PLAT AMENDMENT.

By: _____
Notary Public

Print Name _____

Residing in: _____

My commission expires: _____

Commission No. _____

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- Found Monument (As-Noted)
- Found Street Monument (As-Noted)

RECEIVED

JAN 07 2019

PARK CITY PLANNING DEPT

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2019-_____.
- Measured bearings and distances, when different from record, are shown in parenthesis ().

1137 LOWELL AVENUE PLAT AMENDMENT

LOCATED IN BLOCK 34, SNYDER'S ADDITION TO PARK CITY,
AND THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

1/7/19 JOB NO.: 6-8-18 FILE: X:\SnydersAddition\dwg\sv\plat2018\060818.dwg



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____

DAY OF _____, 2019

BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____

DAY OF _____, 2019

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____

DAY OF _____, 2019

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____

DAY OF _____, 2019

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2019

BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019

BY _____
PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____

CHANTAL PROPERTY SURVEY

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY-EXISTING CONDITIONS
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

Beginning at a point North 35 degrees 59 minutes West 193.75 feet from the northeast corner of Northstar Subdivision, said northeast corner being the same as the southeast corner of Lot 1 of said Block 34 and running thence North 35 degrees 59 minutes West 56 feet; thence South 54 degrees 01 minutes West 140 feet; thence South 35 degrees 59 minutes East 56 feet; thence North 54 degrees 01 minutes East 140 feet to the point of beginning.

NOTES

1. Basis of Bearing for this survey is between the found street monuments along Empire Avenue as shown on this plat.
2. Field work for this survey was completed September 11, 2018, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to locate and monument the boundary in addition to performing an Existing Conditions and Topography survey for the possibility of future improvements to the property.
4. A Title Report was not provided to the surveyor and only easements and setbacks per subdivision plat were located as part of this survey. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. Recorded deeds, county tax maps, Pinion Pines Condominium Plat, Silverbell No. 2 Condominiums, Barbara's Subdivision Plat Amendment, Records of Survey S-2467 and S-2479 (all hereto mentioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all used to determine the boundary as shown on this plat.
6. Site Benchmark: Rebar and Cap, Elevation=7035.5' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were set or found as shown.
9. Measured bearing and distances, when different from record, are shown in parenthesis ().

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- Found Monument (As-Noted)
- Found Street Monument (As-Noted)

FOUND STREET MONUMENT
BRASS CAP IN CAN, MARKED
PI EMPIRE AVE/9TH STREET

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PLANNING DEPT.

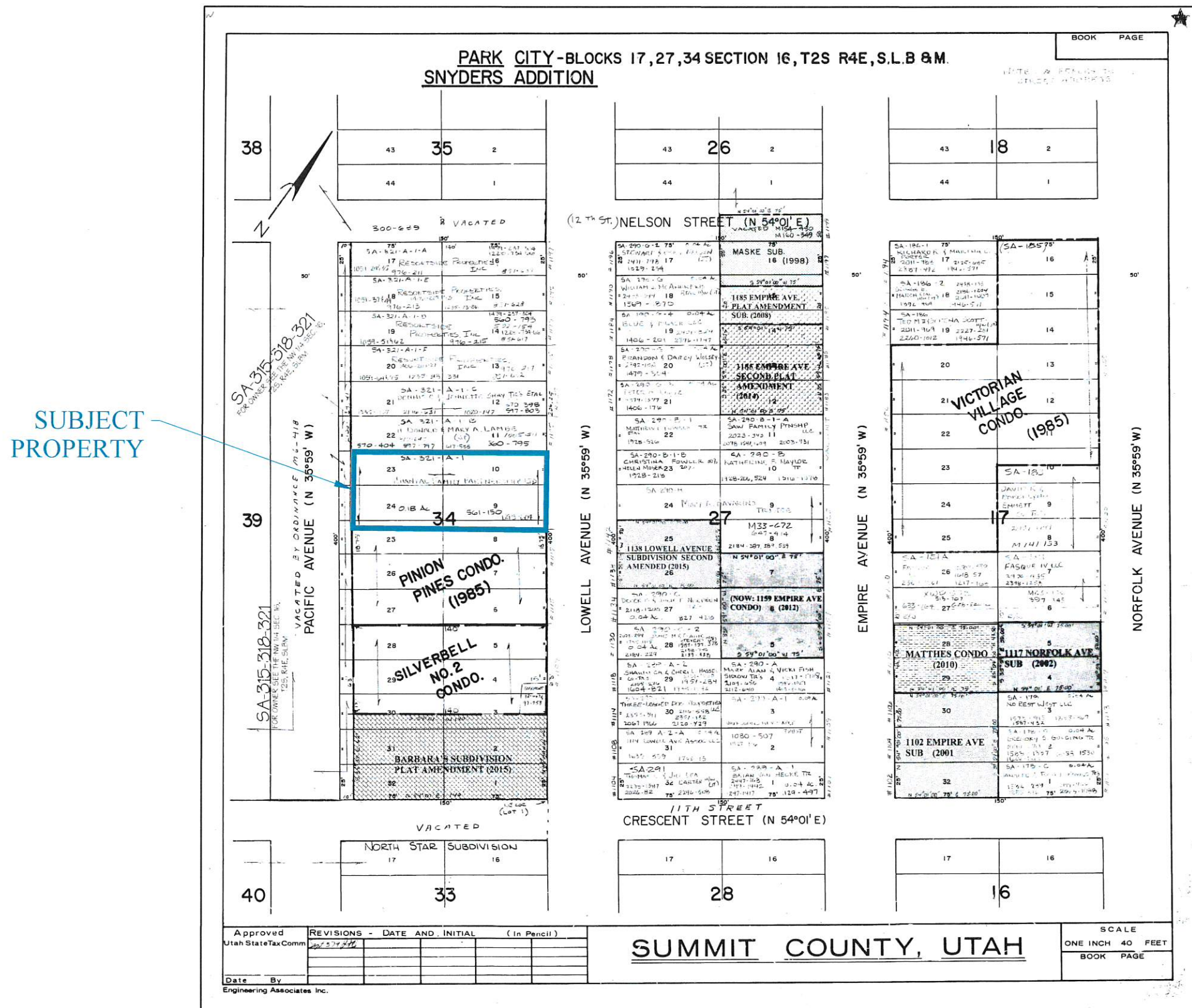


Alliance Engineering Inc.
(435) 648-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
CHARLES GALATI
RYAN BETZ
CHIP TOMSUDEN
TOM LUND
DATE: 9/26/18

EXISTING CONDITIONS & TOPOGRAPHIC MAP
PARCEL SA-321-A-1
PORTION OF BLOCK 34, SNYDER'S ADDITION
FOR: CHANTAL FAMILY PARTNERSHIP LTD
JOB NO.: 6-8-18
FILE: X:\SnydersAddition\dwg\sr\svy2018\060818\060818-ROS.dwg

SHEET
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SNYDER'S ADDITION TO PARK CITY SURVEY
LOTS 9, 10, and portions of LOTS 8, 23, 24 and 25, BLOCK 34

(1137 Lowell Avenue)

PROJECT INTENT

Lots 9, 10, and portions of Lots 8, 23, 24 and 25, Block 34, are owned by the Chantal Family Partnership, LTD. The lot lines within the boundary still exist from the original Snyder's Addition to Park City Survey plat. The owner desires to remove the existing lot lines and combine the historic lots to unify the property into one lot of record. There are no plans for development at this time.

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PLANNING DEPT.



SUBJECT
PROPERTY

RECEIVED

60' 0 60' 120'

PARK CITY
PLANNING DEPT

 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: DUSTIN CARRISH MARSHALL KING DATE: 10/11/18	AERIAL PHOTOGRAPH 1137 LOWELL AVENUE BLOCK 34, SNYDER'S ADDITION FOR: CHANTAL FAMILY PARTNERSHIP, LTD JOB NO.: 6-8-18 FILE: X:\SnydersAddition\dwg\PlatExhibits\1137\1137 Lowell Ave-ortho.dwg	SHEET 1 OF 1
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1137 Lowell Avenue - looking westerly from private driveway



1137 Lowell Avenue - looking southwesterly from Lowell Avenue

Planning Commission Meeting
February 27, 2019
Page 8

encroachments need to be removed, including the stone retaining walls and railroad tie wall to the south and the railroad tie retaining wall to the west.

3. **1137 Lowell Avenue Plat Amendment – A plat amendment proposing to combine portions of six existing lots (Lots 9, 10, 23, 24, and a remnant portion of Lots 8 and 25 of Block 34 of Snyder's Addition) into one lot of record.**

Commissioner Sletten recused himself and left the room.

Commissioner Thimm had a general question not associated with any particular item. He assumed when they combine a lot with a portion of another lot in a plat amendment and the lot is given a designated Lot number, that the portion of the other lot is no longer the same configuration as it was before. Director Erickson replied that he was correct. He explained that most of the plat amendments on the agenda this evening was an effort to correct what had already occurred in the Historic District where a property owner had subdivided portions of the lots. When someone submits a development application they are required to bring the lot into compliance. It can be done through a plat amendment, which is approved by the Planning Commission; or through a lot line adjustment, which is an Administrative Act by the Planning Director.

Director Erickson noted that these were the last remaining properties in the Snyder's Addition and the Park City Survey. These are the last of the infill in the Historic Districts and they are nearing the end of development in the District.

Commissioner Thimm asked if the Planning Department waits until development is proposed before amending the plat. Assistant City Attorney Harrington believed that some of the plat amendments were remnants from prior subdivisions. He noted that often times the first condition of approval states that no remnant lot is separately developable. It is a repetitive condition of approval. The partial lot has not been re-subdivided and does not meet the zoning requirements so a building permit could not be issued. It needs to be cleaned up before it can be developed.

Planner Morlan reviewed the application for a plat amendment to clean up the property lines at 1137 Lowell Avenue. The lot will be 7,840 square feet, which is in line with the other developments and plat amendments in the area; especially along Lowell Avenue. There are no historic homes on Lowell Avenue and the proposed lot would be smaller than the other lots on the upper part of Lowell Avenue on the same side of the road.

Vice-Chair Phillips referred to the chart on pages 70-71 of the Staff report. He noted that it was obviously larger than the 25' x 75' lots across the street. Planner Morlan

stated that north of 1137 Lowell were duplexes that are attached but had not done plat amendments. It appears as one lot but it is part of a duplex development. It is an older development and it crosses the lot lines.

Commissioner Hall asked about the trail that runs through the middle of the lot that was not on the City Trails Master Plan but it has been traditionally used as a trail. Planner Morlan replied that this was how the property was surveyed, but when he checked with Heinrich Deters it was not identified on the trails master plan. All the trails in this area are a couple of properties north going through the King's Crown Development. Commissioner Hall asked if the trail was not used or whether it was not highly publicized. Planner Morlan stated that it is not a public trail.

Heinrich Deters stated that when the City looked at the King's Crown Development they looked at incorporating that trail into the hiking trail system. Access would be from King's Crown and the North Star Subdivision. He noted that Crescent Trail runs through that area so those would be the two appropriate points. They would not be losing a public access point because the current access runs through a private lot.

Commissioner Suesser wanted to know who owns Crescent Trail. Mr. Deters stated that Crescent Trail runs through that area and it would be a continuation that goes around. Mr. Deters stated that besides access, one of the goals is providing the right access points and facilities. They took the opportunity to have an access point at King's Crown. They will be asking the public to access from the Crescent Tram area as well.

Commissioner Suesser could not recall a trails system being included for public access through King's Crown. She asked Mr. Deters to describe where that would come through. Mr. Deters did not have that information available this evening.

Director Erickson believed the trail access was platted when the new ski run was platted and the stairway access easement was platted.

Commissioner Suesser pointed out that the City lost a very popular trail that came down through the Marriott with the King's Crown project. Now they were losing another trail even though it was not an official city or public trail. She wanted to know where the access through King's Crown would be located. Planner Francisco Astorga explained that it would be through the private road. The road was platted for public access for pedestrians and bike access. From the road up it goes through a network of staircases that goes up to the ski run. That same access is connected through the trail on the North Star Subdivision. He believed the last trail was the historic Crescent Tram.

Vice-Chair Phillips opened the public hearing.

There were no comments.

Vice-Chair Phillips closed the public hearing.

Vice-Chair Phillips noted that the size of the lot was calculated on a formula the Staff uses to determine the footprint. There is a shared driveway and he was curious how that is treated in terms of setback. In addition to the footprint, he wanted to know how much could actually be built on. He assumed there was no setback off the driveway based on the calculation. Planner Morlan answered yes. She explained that if there is a public road it is measured from edge of asphalt. However, since this is a private road it would likely be in line with the houses to the north and south.

Director Erickson stated that without eliminating the shared driveway access, getting the volume that would be allowed on the site is unlikely. He pointed out that the control remains on height and the setbacks as well. Vice-Chair Phillips asked about the potential to cut into the driveway. Planner Morlan believed there was a cross-access agreement across the driveway. It is a non-exclusive ingress/egress/utility easement.

Commissioner Suesser commented on the two units that were built on the third lot to the south. She wanted to know if the lot at 1137 Lowell would be allowed the same massing. Planner Morlan thought the lot Commissioner Suesser referred to was a flag lot; however, they no longer do flag lot subdivisions. She believed they were able to achieve that size because it was a flag lot. Planner Morlan commented on the configuration and how it was built. Commissioner Suesser understood that they were not talking about that type of configuration on the 1137 Lower property. Planner Morlan did not think they could achieve the same configuration. She remarked that the applicant had not yet submitted plans for development; but if plans are submitted, they will have to go through the HDDR process.

Planner Astorga clarified that the subdivision was not a flag lot in terms of the fact that the minimum lot width is less than standard. It was 25' but the property is in the HR-1 zone. It resembles the traditional shape of a flag lot, but it is not a flag lot by definition.

Vice-Chair Phillips asked if the easement access was at the pavement. Planner Morlan answered yes. She showed where that part of the road comes off of Lowell and ends at a dead-end street. She pointed to where King's Crown would go in. Commissioner Suesser understood that they could not build into the driveway. Planner Morlan replied that she was correct.

MOTION: Commissioner Kenworthy moved to forward a POSITIVE recommendation to the City Council for the 1137 Lowell Avenue Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1137 Lowell Plat Amendment

1. The property is located at 1137 Lowell Avenue.
2. The property consists of consists of the entirety of Lots 9, 10, 23, 24, and a remnant portion of Lots 8 and 25 of Block 34 of Snyder's Addition.
3. The proposed lot is 7,840 square feet in size.
4. The lots on this block of Lowell Avenue average 3,152.17 square feet in size, with the smallest lot at 2,590 square feet and the largest at 8,820 square feet in size.
5. There are 9 lots, or 39 percent of the lots on this block, which contain duplexes and 61 percent of the lots contain single-family dwellings.
6. There have also been similar plat amendments on 6 of the lots on this block.
7. The proposed lot is consistent with size of other lots in this vicinity and is smaller than the adjacent lots to the south on Lowell Avenue.
8. The property is in the Historic Residential – 1 (HR-1) District.
9. The property is vacant.
10. The proposed lot meets the minimum lot area of 1,875 square feet for a single-family dwelling.
11. The proposed lot also meets the minimum lot area of 3,750 square feet for a duplex dwelling.
12. The City received a complete Plat Amendment application for the 1137 Lowell Avenue Plat Amendment on January 15, 2019.
13. To the east side of the lot, there is an existing asphalt driveway along the front side of the subject property approximately 25-28 feet wide with an associated railroad tie retaining wall across the width of the lot. The road extends from 43 to 50 feet from the front property line to the edge of asphalt. This is a shared driveway in use by the neighboring properties to the north.
14. There is also an existing trail running through the middle of the lot from east to west. There is no documentation or easement indicating that this is a public trail; formal public trail connections in this area are considered via the Kings Crown development. This trail will not need to be relocated with future development and is not a part of the City's Trails Master Plan.
15. The minimum lot width of 25 feet is also met as the proposed width is 56 feet.
16. The proposed lot will also be 140 feet deep.
17. The minimum Front and Rear Setbacks are 15 feet each.

18. The minimum Side Setbacks are 5 feet each and 14 feet total.
19. The maximum building footprint is 2,523.24 square feet.
20. The proposed lot leaves no remnant parcels under this ownership.
21. A Historic District Design Review application is required for any new construction proposed at the existing site.
22. A full Steep Slope Conditional Use Permit is required for any structure exceeding 200 square feet on or projecting over an existing slope of thirty percent (30%) or greater.

Conclusions of Law – 1137 Lowell Plat Amendment

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 regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 1137 Lowell Plat Amendment

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. A public easement is also required for areas within 10 feet of the existing sewer line running through this property.

Commissioner Sletten returned to the meeting.

4. Park City Heights Phase 3 Subdivision for two lots located at 10 and 30 Sun Ridge Cove. (Application PL-17-03553)

Planner Kirsten Whetstone reported that Brad Mackey was present this evening representing the applicant, Ivory Development LLC,

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-16, an Ordinance Approving the 839 Woodside Avenue Plat Amendment Located at 839 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[839 Woodside Avenue Plat Amendment Staff Report and Ordinance](#)

[839 Woodside Avenue Plat Exhibits](#)

City Council Staff Report

Subject: 839 Woodside Avenue Plat Amendment
Author: Tippe Morlan, MS, AICP, Planner II
Date: April 4, 2019
Type of Item: Legislative – Plat Amendment

Project Number:	PL-19-04095
Applicant:	839 Woodside LLC, an Oregon limited liability company
Location:	839 Woodside Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential – Single-family dwellings
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Proposal

The proposed 839 Woodside Plat Amendment seeks to combine two existing lots located at 839 Woodside Avenue into one lot of record. The site consists of the entirety of Lot 10 and Lot 11 of Block 11 of Snyders Addition to Park City. There is an existing landmark historic structure at this address which was constructed in 1905. The property line between the two existing lots bisects the structure. The proposed plat amendment will create a lot of 3,676 square feet in size.

Recommendation

Staff recommends that the City Council consider **approving** the 839 Woodside Plat Amendment located at 839 Woodside Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. The Planning Commission also issued a unanimous **positive** recommendation at its regularly scheduled February 27, 2019 meeting.

Background

1905 – The existing structure was constructed on this site according to the Park City Historic Sites Inventory (see Exhibit G).

1989-2000 – The Historic District Commission approved a variety of Historic District Grants to improve the historic structure at this location in 1989, 1992, 1995, 1999, and 2000.

January 22, 2019 – The City received a complete Plat Amendment application for the 839 Woodside Avenue Plat Amendment.

February 27, 2019 – The Planning Commission issued a positive recommendation for the 139 Main Street Plat Amendment to the City Council for approval (see Exhibit H for minutes).

Analysis

The purpose of this plat amendment is to combine two existing lots addressed at 839 Woodside Avenue into one lot of record. Both lots exist within the Snyders Addition to the Park City Survey and have been slightly cut off by the Woodside Avenue public right-of-way. Both lots are nearly 25 feet by 75 feet and 1,875 square feet in size, and the proposed lot will be 3,676 square feet in size with a lot width of 50.2 feet and a length ranging between 72.5 feet and 75 feet.

The existing landmark historic structure at this address was constructed in 1905. The applicant has not yet proposed any modifications or development to this site. A Historic District Design Review will be required, and any changes to the site must be conducted in accordance with the Land Management Code and with the Historic District Design Guidelines.

Encroachments

There are several encroachments on this property along both sides and to the rear of the lot. To the northwest side of the lot, there is a set of three stone retaining walls and associated landscaping encroaching into the 9th Street property owned by the City. There is also an existing deck, concrete retaining wall, and concrete steps, and a wood retaining wall with associated landscaping encroaching into the 9th Street property. The platted 9th Street property does not have a physical road, but several power lines run through it. An encroachment agreement with the City is required, or all encroachments must be removed before the plat can be recorded.

To the southeast side of the lot, the neighboring house and its associated concrete and stone retaining walls encroach slightly over the shared property line and onto this property. That house is also an existing significant historic structure, and an encroachment agreement is required to maintain existing conditions before the plat can be recorded.

To the west and rear of the lot, there is a stone retaining wall that encroaches onto the adjacent property. An encroachment agreement will again be needed or else the wall must be removed before the plat can be recorded.

HR-1 Requirements

The existing home is a single-family dwelling which is an allowed use in the HR-1 district. The minimum lot area for a single-family dwelling is 1,875 square feet, and the minimum lot for a duplex is 3,750 square feet; a duplex would not be allowed on this lot. The minimum lot width in this zone is 25 feet. The proposed lot meets the requirements of this zone at 50.2 feet wide. The proposed lot will also be 72.5 feet to 75 feet deep. These measurements determine the minimum setback requirements which are as follows:

	Required	Existing
Front Yard	10 feet	17 feet
Rear Yard	10 feet	21 feet
Side Yard	5 feet each, 14feet total	N: 1 foot, S: 22.5 feet; 23.5 feet total

The only setback requirement which is not met is the northwest side setback. The existing structure is between 12-18 inches from the property line which does not comply with the 5 foot requirement. However, since the structure is historic, the structure is considered to be valid and complying according to [LMC Section 15-2.2-4](#). All new construction is required to meet the current LMC lot and site requirements.

The maximum building footprint for a lot this size is 1,494.98 square feet according to the building footprint formula illustrated in Table 15-2.2 of the Land Management Code (LMC). The existing footprint meets this standard at approximately 772.75 square feet.

Good Cause

Staff finds good cause for this plat amendment in that it will clean up the property lines at this location and resolve any issues created by the extraneous lot line running through the property and through the existing house. This amendment will allow the property owner to make improvements and changes to the existing house, as allowed by the LMC and Historic District Design Guidelines. Public snow storage easements will be required to be dedicated on the final mylar prior to recordation. This plat amendment will resolve existing encroachment issues.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18. A Historic District Design Review application will need to be submitted for review by Planning Staff prior to issuance of building permits.

Department Review

This project has gone through an interdepartmental review. No issues were brought up at that time.

Notice

On February 13, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on February 13, 2019, according to requirements of the Land Management Code.

Public Input

No public input has been received at the time of this report.

Alternatives

- The City Council may approve the 839 Woodside Avenue Plat Amendment as conditioned or amended; or
- The City Council may deny the 839 Woodside Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 839 Woodside Avenue Plat Amendment to a date certain.
- The City Council may remand the decision back to the Planning Commission.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action

The subject property would remain as two separate lots and the existing house would continue to have a lot line running through it.

Recommendation

Staff recommends that the City Council consider **approving** the 839 Woodside Plat Amendment located at 839 Woodside Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. The Planning Commission also issued a unanimous **positive** recommendation at its regularly scheduled February 27, 2019 meeting.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – Survey
Exhibit C – Existing Plat
Exhibit D – Applicant's Project Description
Exhibit E – Site Photographs
Exhibit F – Aerial Photograph
Exhibit G – Historic Sites Inventory Report
Exhibit H – February 27, 2019 Planning Commission Minutes

Ordinance No. 2019-16

AN ORDINANCE APPROVING THE 839 WOODSIDE AVENUE PLAT AMENDMENT LOCATED AT 839 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 839 Woodside Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on February 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on February 13, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on February 27, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on February 27, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 4, 2019, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 839 Woodside Avenue Plat Amendment located at 839 Woodside Avenue.

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

SECTION 1. APPROVAL. The 839 Woodside Avenue Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 839 Woodside Avenue.
2. The property consists of Lot 10 and Lot 11 of Block 11 of Snyders Addition.
3. The property is in the Historic Residential (HR-1) District.
4. There is an existing landmark historic structure at this address.
5. The existing home was constructed in 1905.
6. The property line between the two existing lots bisects the structure.
7. The applicant proposes to combine the subject lots into one lot of record.

8. There are several encroachments on this property along both sides and to the rear of the lot as follows:
 - a. To the northwest side of the lot, there is a set of three stone retaining walls and associated landscaping encroaching into the 9th Street property owned by the City.
 - b. There is also an existing deck, concrete retaining wall, and concrete steps, and a wood retaining wall with associated landscaping encroaching into the 9th Street property.
 - c. To the southeast side of the lot, the neighboring historic house and its associated concrete and stone retaining walls encroach slightly over the shared property line and onto this property.
 - d. To the west and rear of the lot, there is a stone retaining wall that encroaches onto the adjacent property.
9. The existing home is a single-family dwelling which is an allowed use in the HR-1 district.
10. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lot has an area of 3,676 square feet. This lot size is not large enough to permit a duplex.
11. The minimum lot width in the HR-1 zone is 25 feet. The proposed lot meets the requirements of this zone at 50.2 feet in width.
12. The proposed lot will also be between 72.5 feet and 75 feet deep.
13. The minimum front yard setback is 10 feet. The existing house has a 17 foot front yard setback.
14. The minimum rear yard setback is 10 feet. The existing house has a 21 foot rear yard setback.
15. The minimum side yard setback is 5 feet on each side and 14 feet total. The existing house has a 1 foot side yard setback on the north side and a 22.5 foot side yard setback on the south side.
16. Because this is a historic structure, the existing setbacks are considered to be valid and complying.
17. The maximum building footprint for a lot this size is 1,494.98 square feet. The existing footprint meets this standard at approximately 772.75 square feet.

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 regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. New construction shall meet site and lot requirements of the HR-1 District per the Land Management Code in effect at the time of application submittal.
5. A Historic District Design Review application is required for any new construction proposed at the existing site.
6. A 10 foot wide public snow storage easement will be required along Woodside Avenue.
7. An encroachment agreement is required or all encroachments must be removed before this plat can be recorded. Existing encroachments are noted as follows:
 - a. To the northwest side of the lot, there is a set of three stone retaining walls and associated landscaping encroaching into the 9th Street property owned by the City.
 - b. There is also an existing deck, concrete retaining wall, and concrete steps, and a wood retaining wall with associated landscaping encroaching into the 9th Street property.
 - c. To the southeast side of the lot, the neighboring historic house and its associated concrete and stone retaining walls encroach slightly over the shared property line and onto this property.
 - d. To the west and rear of the lot, there is a stone retaining wall that encroaches onto the adjacent property.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

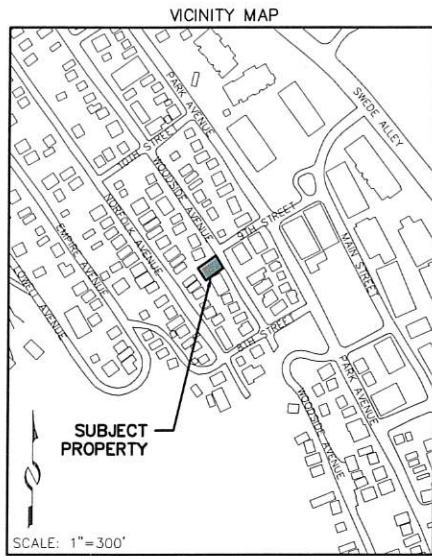


Exhibit A - Proposed Plat (Attachment 1)



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, hereafter to be known as 839 WOODSIDE AVENUE PLAT AMENDMENT, and that the same has been monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

Lots 10 and 11, Block 11, SNYDER'S ADDITION TO THE PARK CITY SURVEY, according to the official plat thereof on file and of record in the Summit County Recorder's Office, records of Summit County, Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that, 839 WOODSIDE LLC, an Oregon limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as 839 WOODSIDE AVENUE PLAT AMENDMENT, does hereby certify that it has caused this subdivision plat to be prepared, and does hereby consent to the recordation of 839 WOODSIDE AVENUE PLAT AMENDMENT.

In witness thereof, the undersigned set his hand this _____ day of _____, 2019.

Frederick S. Keller, Manager
839 WOODSIDE LLC, an Oregon limited liability company

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2019, Frederick S. Keller, personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of 839 WOODSIDE LLC, an Oregon limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the 839 WOODSIDE AVENUE PLAT AMENDMENT.

By: _____
Notary Public

Printed Name: _____

Residing in: _____

My Commission Expires: _____

Commission No.: _____

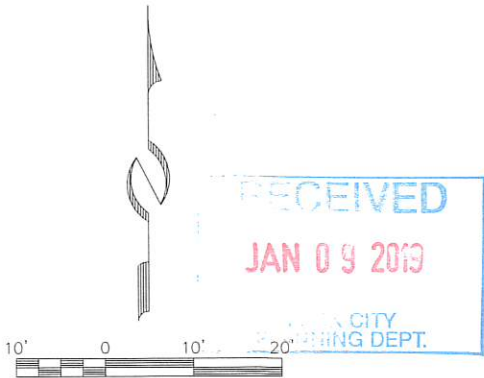
NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2019-_____.
2. Measured bearings and distances, when different from record, are shown in parenthesis ().



A LOT COMBINATION PLAT
BLOCK 11, SNYDER'S ADDITION
TO PARK CITY SURVEY
839 WOODSIDE AVENUE PLAT AMENDMENT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SHEET 1 OF 1

1/9/19 JOB NO.: 10-10-18 FILE: X:\SnydersAddition\dwg\sr\plat2018\101018.dwg

 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2019 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2019 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2019 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2019 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____

839 WOODSIDE AVENUE
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
LOTS 10 & 11, BLOCK 11, SNYDER'S ADDITION TO THE PARK CITY SURVEY
RECORD OF SURVEY-EXISTING CONDITIONS
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

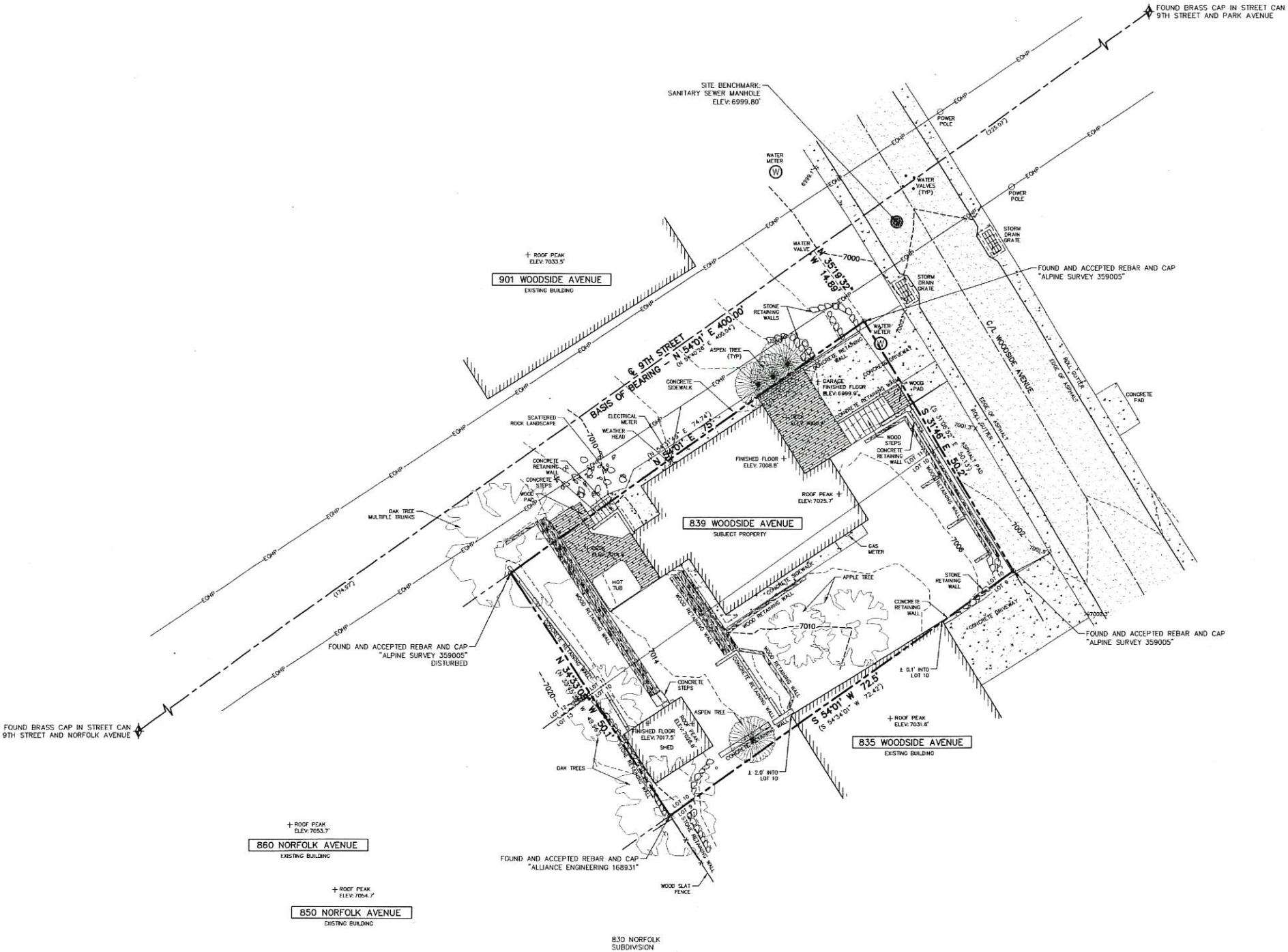
I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

Lots 10 and 11, Block 11, Snyder's Addition to the Park City Survey. According to the official plat thereof on file and of record in the Summit County Recorder's Office.
Contains 3,676 square feet more or less.

NOTES

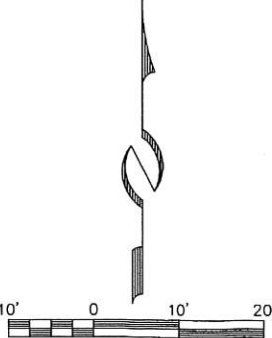
1. Basis of Bearing for this survey is between the found street monuments as shown on this plat.
2. Field work for this survey was completed November 5, 2018, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform an Existing Conditions and Topography survey for the possibility of future improvements to the property.
4. A Title Report was not provided to the surveyor and no easements or setbacks were located as part of this survey. This owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, Record of Survey No. S-7877, Snyder's Addition to the Park City Survey Plat, 830 Norfolk Subdivision Entry No. 303741 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were used to determine the boundary as shown on this plat.
6. Site Benchmark: Sanitary Sewer Manhole, Elevation=6999.80' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found as shown.
9. Measured bearing and distances, when different than Record are in parenthesis ().



RECEIVED
JAN 08 2019
PARK CITY
PLANNING DEPT.

LEGEND

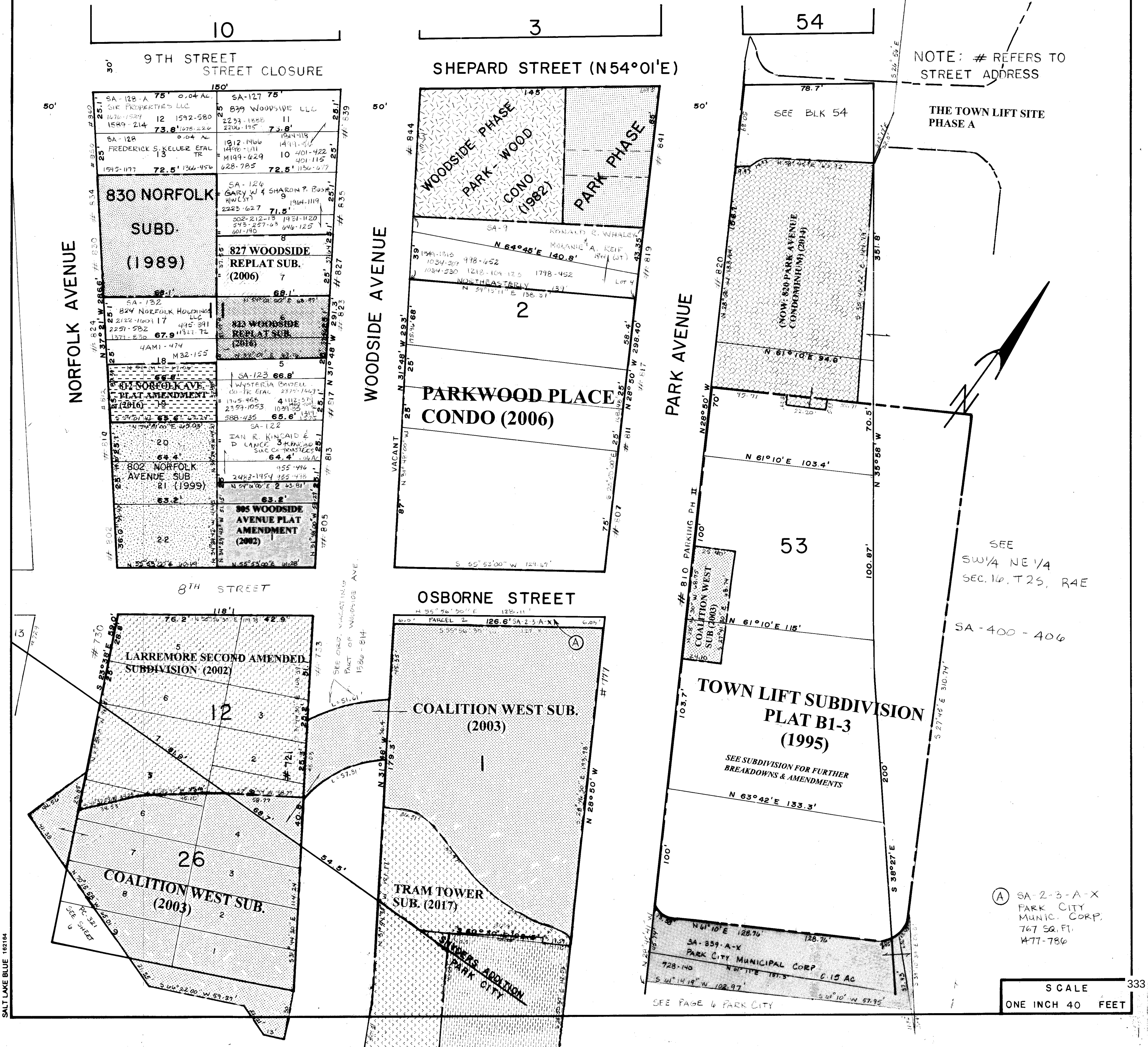
- Found Monument (As-Noted)
- Found Street Monument (As-Noted)
- (X)— Existing Overhead Power



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: CHARLES GALATI DUSTIN CARRISH JASON WYNNE TOM LUND RYAN BETZ	EXISTING CONDITIONS & TOPOGRAPHIC MAP RECORD OF SURVEY 839 WOODSIDE AVENUE	SHEET 1 OF 1
	DATE: 11/20/18	FOR: FRED KELLER JOB NO.: 10-10-18 FILE: X:\SnydersAddition\dwg\sr\svy2018\101018\101018_ROS.dwg	

SUMMIT COUNTY UTAH

PARK CITY - BLOCKS 1, 2, 11, 12, 53, SECTION 16, T2S R4E, S.L.B. & M.
SNYDERS ADDITION



SNYDER'S ADDITION TO PARK CITY SURVEY, BLOCK 11,
LOTS 10 AND 11

(839 WOODSIDE AVENUE)

PROJECT INTENT

The property at 839 Woodside Avenue is occupied by a single family residence and is on the Historic Site Inventory. The historic lot line as platted between Lots 10 and 11 still exists. The owner desires to remove the lot line and unify the property into one lot of record with the ultimate goal of remodeling the existing residence with an addition.

RECEIVED

JAN 08 2013

PARK CITY
PLANNING DEPT.



839 Woodside Avenue – looking Southerly

JAN 08 2019

PARK CITY
PLANNING DEPT.



839 Woodside Avenue – looking Southwesterly



SUBJECT
PROPERTY

RECEIVED

JAN 08 2013

PARK CITY
PLANNING DEPT.

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467 STAFF: MARSHALL KING DUSTIN CARRISH	AERIAL PHOTOGRAPH 839 WOODSIDE AVENUE BLOCK 11, SNYDER'S ADDITION FOR: FRED KELLER JOB NO.: 10-10-18 FILE: X:\SnydersAddition\dwg\Exhibits\839 woodside-ortho.dwg	SHEET 1 OF 1
	DATE: 12/12/18		

HISTORIC SITE FORM - HISTORIC SITES INVENTORY

PARK CITY MUNICIPAL CORPORATION (10-08)

1 IDENTIFICATION

Name of Property:

Address: 839 Woodside Avenue

AKA:

City, County: Park City, Summit County, Utah

Tax Number: SA-127

Current Owner Name: Richard, Joan Kelly Ann Collin Parent Parcel(s):

Current Owner Address: PO Box 3021, Park City, UT 84060-3021

Legal Description (include acreage): LOTS 10 & 11 BLK 11 SNYDERS ADDITION.

2 STATUS/USE

Property Category

- ☒ building(s), main
☐ building(s), attached
☐ building(s), detached
☐ building(s), public
☒ building(s), accessory
☐ structure(s)

Evaluation*

- ☒ Landmark Site
☐ Significant Site
☐ Not Historic

Reconstruction

- Date:
 Permit #:
☐ Full ☐ Partial

Use

- Original Use: Residential
 Current Use: Residential

*National Register of Historic Places: ☐ ineligible ☒ eligible
☐ listed (date:)

3 DOCUMENTATION

Photos: Dates

- ☒ tax photo:
☒ prints: 1995 & 2006
☐ historic: c.

Drawings and Plans

- ☐ measured floor plans
☐ site sketch map
☐ Historic American Bldg. Survey
☐ original plans:
☐ other:

Research Sources (check all sources consulted, whether useful or not)

- ☐ abstract of title
☐ tax card
☐ original building permit
☐ sewer permit
☒ Sanborn Maps
☐ obituary index
☐ city directories/gazetteers
☐ census records
☐ biographical encyclopedias
☐ newspapers
☒ city/county histories
☐ personal interviews
☐ Utah Hist. Research Center
☐ USHS Preservation Files
☐ USHS Architects File
☐ LDS Family History Library
☐ Park City Hist. Soc/Museum
☐ university library(ies):
☐ other:

Bibliographical References (books, articles, interviews, etc.) Attach copies of all research notes and materials.

Blaes, Dina & Beatrice Lufkin. "Final Report." Park City Historic Building Inventory. Salt Lake City: 2007.

Carter, Thomas and Goss, Peter. *Utah's Historic Architecture, 1847-1940: a Guide*. Salt Lake City, Utah:

University of Utah Graduate School of Architecture and Utah State Historical Society, 1991.

McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1998.

Roberts, Allen. "Final Report." Park City Reconnaissance Level Survey. Salt Lake City: 1995.

Roper, Roger & Deborah Randall. "Residences of Mining Boom Era, Park City - Thematic Nomination." National Register of Historic Places Inventory, Nomination Form. 1984.

4 ARCHITECTURAL DESCRIPTION & INTEGRITY

Building Type and/or Style: T/L cottage / vernacular style

No. Stories: 1 ½

Additions: ☐ none ☒ minor ☐ major (describe below) Alterations: ☐ none ☒ minor ☐ major (describe below)

Number of associated outbuildings and/or structures: ☒ accessory building(s), # __1__ ; ☐ structure(s), # ____.

General Condition of Exterior Materials:

Researcher/Organization: Dina Blaes/Park City Municipal Corporation

Date: November, 08

☒ Good (Well maintained with no serious problems apparent.)

☐ Fair (Some problems are apparent. Describe the problems.):

☐ Poor (Major problems are apparent and constitute an imminent threat. Describe the problems.):

☐ Uninhabitable/Ruin

Materials (The physical elements that were combined or deposited during a particular period of time in a particular pattern or configuration. Describe the materials.):

Site: Retaining wall--railroad ties, wooden steps to entry porch, garage beneath living space.

Foundation: Concrete.

Walls: Clad in wood drop siding. Porch supported by slender square columns.

Roof: Cross-wing roof form sheathed in standing seam metal material. Central brick chimney.

Windows: Ribbons of narrow windows with center casements flanked by casements with three upperlights. Also a small double-hung nit in the gable end.

Essential Historical Form: ☒ Retains ☐ Does Not Retain, due to:

Location: ☒ Original Location ☐ Moved (date _____) Original Location:

Design (The combination of physical elements that create the form, plan, space, structure, and style. Describe additions and/or alterations from the original design, including dates--known or estimated--when alterations were made): The site has had minor alterations. The partial width inset porch roof was extended before 1995 to accommodate a deeper front entry porch, but is still supported by slender square columns. The tax photo indicates that the house had been sheathed in brick-tech, but has since had the siding restored. A small window has been cut into the gable end facing the street. The garage below the living space is visible in the tax photo.

Setting (The physical environment--natural or manmade--of a historic site. Describe the setting and how it has changed over time.): The setting is unaltered from earlier photographs. Typical front yard with a gradual rise from a retaining wall at the street edge to the house, a center stair to the main entry porch, and informal landscaping with lawn, mature shrubs and trees. 1907 Sanborn Insurance map indicates two small accessory buildings located in the southwest and northwest corners of the lot. It is not clear if the small accessory building seen in the 2006 is original to the site, is the accessory building noted in the Sanborn map, or was constructed later.

Workmanship (The physical evidence of the crafts of a particular culture or people during a given period in history. Describe the distinctive elements.): The physical evidence from the period that defines this as a typical Park City mining era house are the simple methods of construction, the use of non-beveled (drop-novelty) wood siding, the plan type, the simple roof form, the informal landscaping, the restrained ornamentation, and the plain finishes.

Feeling (Describe the property's historic character.): The physical elements of the site, in combination, convey a sense of life in a western mining town of the late nineteenth and early twentieth centuries.

Association (Describe the link between the important historic era or person and the property.): The "T" or "L" cottage (also known as a "cross-wing") is one of the earliest and one of the three most common house types built in Park City during the mining era.

5 SIGNIFICANCE

Architect: ☒ Not Known ☐ Known: (source:)

Date of Construction: c. 1905¹

Builder: ☒ Not Known ☐ Known: (source:)

¹ Structure appears on the 1907 Sanborn Insurance Map; Summit County records indicates a construction date of 1914.

The site must represent an important part of the history or architecture of the community. A site need only be significant under one of the three areas listed below:

1. Historic Era:

- ☐ Settlement & Mining Boom Era (1868-1893)
- ☒ Mature Mining Era (1894-1930)
- ☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

Park City was the center of one of the top three metal mining districts in the state during Utah's mining boom period of the late nineteenth and early twentieth centuries, and it is one of only two major metal mining communities that have survived to the present. Park City's houses are the largest and best-preserved group of residential buildings in a metal mining town in Utah. As such, they provide the most complete documentation of the residential character of mining towns of that period, including their settlement patterns, building materials, construction techniques, and socio-economic make-up. The residences also represent the state's largest collection of nineteenth and early twentieth century frame houses. They contribute to our understanding of a significant aspect of Park City's economic growth and architectural development as a mining community.²

2. Persons (Describe how the site is associated with the lives of persons who were of historic importance to the community or those who were significant in the history of the state, region, or nation):

3. Architecture (Describe how the site exemplifies noteworthy methods of construction, materials or craftsmanship used during the historic period or is the work of a master craftsman or notable architect):

6 PHOTOS

Digital color photographs are on file with the Planning Department, Park City Municipal Corp.

Photo No. 1: East elevation. Camera facing west, 2006.

Photo No. 2: Southeast oblique. Camera facing northwest, 1995.

Photo No. 3: Southeast oblique. Camera facing northwest, tax photo.

² From "Residences of Mining Boom Era, Park City - Thematic Nomination" written by Roger Roper, 1984.







839

Planning Commission Meeting
February 27, 2019
Page 3

Recreation/Open Space (ROS) to Residential Development (RD) in line with surrounding properties.

Planner Tippe Morlan stated that the Staff initially requested a Continuation to March 27th, however, at the request of the applicant the Continuation date was changed to March 13th. If the Staff is not ready by March 13th, they would request another continuance.

MOTION: Commissioner Sletten moved to CONTINUE Marsac Claim Zone Change to March 13, 2019. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. **839 Woodside Avenue Plat Amendment – a plat amendment proposing to combine Lot 10 and Lot 11 of Block 11 of Snyder’s addition to the Park City Survey into one new lot of record.**

Planner Morlan reviewed the request for a plat amendment to combine two Old Town lots. A Landmark historic home exists on the property and the property line between the two lots runs through the middle of the house.

Vice-Chair Phillips opened the public hearing.

There were no comments.

Vice-Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for the 839 Woodside Avenue Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Sletten seconded the motion.

VOTE: The motion passed unanimously.

The motion passed unanimously.

Findings of Fact – 839 Woodside Plat Amendment

1. The property is located at 839 Woodside Avenue.
2. The property consists of Lot 10 and Lot 11 of Block 11 of Snyders Addition.
3. The property is in the Historic Residential (HR-1) District.
4. There is an existing landmark historic structure at this address.
5. The existing home was constructed in 1905.
6. The property line between the two existing lots bisects the structure.
7. The applicant proposes to combine the subject lots into one lot of record.
8. There are several encroachments on this property along both sides and to the rear of the lot as follows:
 - a. To the northwest side of the lot, there is a set of three stone retaining walls and associated landscaping encroaching into the 9th Street property owned by the City.
 - b. There is also an existing deck, concrete retaining wall, and concrete steps, and a wood retaining wall with associated landscaping encroaching into the 9th Street property.
 - c. To the southeast side of the lot, the neighboring historic house and its associated concrete and stone retaining walls encroach slightly over the shared property line and onto this property.
 - d. To the west and rear of the lot, there is a stone retaining wall that encroaches onto the adjacent property.
9. The existing home is a single-family dwelling which is an allowed use in the HR-1 district.
10. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lot has an area of 3,676 square feet. This lot size is not large enough to permit a duplex.
11. The minimum lot width in the HR-1 zone is 25 feet. The proposed lot meets the requirements of this zone at 50.2 feet in width.
12. The proposed lot will also be between 72.5 feet and 75 feet deep.
13. The minimum front yard setback is 10 feet. The existing house has a 17-foot front yard setback.
14. The minimum rear yard setback is 10 feet. The existing house has a 21-foot rear yard setback.
15. The minimum side yard setback is 5 feet on each side and 14 feet total. The existing house has a 1-foot side yard setback on the north side and a 22.5-foot side yard setback on the south side.
16. Because this is a historic structure, the existing setbacks are considered to be valid and complying.
17. The maximum building footprint for a lot this size is 1,494.98 square feet. The existing footprint meets this standard at approximately 772.75 square feet.

Conclusions of Law – 839 Woodside Plat Amendment

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 regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 839 Woodside Plat Amendment

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. New construction shall meet site and lot requirements of the HR-1 District per the Land Management Code in effect at the time of application submittal.
5. A Historic District Design Review application is required for any new construction proposed at the existing site.
6. A 10-foot wide public snow storage easement will be required along Woodside Avenue.
7. An encroachment agreement is required or all encroachments must be removed before this plat can be recorded. Existing encroachments are noted as follows:
 - a. To the northwest side of the lot, there is a set of three stone retaining walls and associated landscaping encroaching into the 9th Street property owned by the City.
 - b. There is also an existing deck, concrete retaining wall, and concrete steps, and a wood retaining wall with associated landscaping encroaching into the 9th Street property.
 - c. To the southeast side of the lot, the neighboring historic house and its associated concrete and stone retaining walls encroach slightly over the shared property line and onto this property.
 - d. To the west and rear of the lot, there is a stone retaining wall that encroaches onto the adjacent property.

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Continue an Ordinance Approving the 220 Main Street Plaza Subdivision Located at 220 and 250 Main Street, Park City, Utah

(A) Public Hearing (B) Continue to a Date Uncertain

Suggested Action:

Attachments:

[220 Main Street Plaza Plat Staff Report](#)

City Council Staff Report



Subject: 220 Main Street Plaza Subdivision
Author: Tippe Morlan, MS, AICP, Planner II
Date: January 5, 2017
Type of Item: Legislative – Plat Amendment

PLANNING DEPARTMENT

Project Number:	PL-16-03217
Applicant:	Park City Redevelopment Agency and Schirf Brewing Company
Location:	220 & 250 Main Street
Zoning:	Historic Commercial Business (HCB) District and Historic Residential (HR-2) District
Adjacent Land Uses:	Commercial, Treasure Mountain Inn, Wasatch Brew Pub, Single-family residential, vacation rentals 205 Main St. Town Homes
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Proposal

The applicant is requesting a Subdivision for the purpose of combining all property at this location into two lots as follows: PC-261-BX, PC-263-X, PC-264-X, PC-264-IX, PC-564-X, PC-564-X, PC-563-X, PC-563-AX, PC-566-X, PC-571-X, PC-572-B of Blocks 21 and 70 of the Park City Survey into Lot A, and Parcel PC-272-B of Blocks 21 and 70 into Lot B. The proposal encompasses an area that currently includes the Wasatch Brew Pub, portions of Grant (Swede) Avenue Right of Way, and a public parking lot with 52 parking spaces.

Recommendation

Staff recommends the City Council hold a public hearing for the 220 Main Street Plaza Subdivision, located at 220 & 250 Main Street, as noticed, and **continue** the item to a date uncertain. The property will be re-noticed at the time of review.

City Council Staff Report

Subject: 269 Daly Avenue Plat Amendment First Amended
Author: Laura Newberry, Planner I
Project Number: PL-19-04092
Date: April 4, 2019
Type of Item: Legislative – Plat Amendment

Summary Recommendations

The original Planning Commission meeting (February 27, 2019) was continued to March 13, 2019. To allow Staff time to revise the Staff Report, Staff recommends continuing this item to the April 18th meeting.

Description

Applicant: David & Harriet Henry
Alliance Engineering, Inc. – Marshall King
Location: 269 Daly Avenue
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Proposal

The applicant requests to relocate an existing Platted Maximum Development Line approximately ten feet (10') to the east.

Recommendation

The original Planning Commission meeting (February 27, 2019) was continued to March 13, 2019. To allow Staff time to revise the Staff Report, Staff recommends continuing this item to the April 18th meeting.

Council Agenda Item Report

Meeting Date: April 4, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: RDA

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Ascent Construction, Inc., in the Amount Not to Exceed \$12,000

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Woodside Park Phase II Construction Manager At Risk Staff Report](#)

[Exhibit A: Ascent Construction Proposal](#)

[Exhibit B: CMAR Agreement - Ascent Construction](#)



RDA Staff Report

Subject: Woodside Park Phase 2
Preconstruction Services - Construction
Manager at Risk Agreement Award

Author: Jason Glidden

Department: Community Development

Date: April 4, 2019

Type of Item: Administrative – Award of Contract

Summary Recommendation

Review the proposal from Ascent Construction and authorize the City Manager to enter into a Construction Manager at Risk (CMAR) agreement in a form approved by the City Attorney's Office with Ascent Construction, Inc., in the amount not to exceed \$12,000 Dollars.

Executive Summary

On January 29, 2019, City Council provided final direction on the proposed design of the Woodside Park Phase 2 Housing project. With this direction, Method Studio was able to complete the design development stage and start to move into developing construction documents. As part of this next stage, staff is recommending that a Construction Manager be contracted through a Construction Manager at Risk Agreement to perform pre-construction services. These services would include: reviewing construction documents for buildability, performing cost estimation and possible value engineering, as well as developing a construction schedule. Council should review the Pre-construction Services Proposal and approve the award of Pre-construction Services Contract for the Woodside Park Phase 2 project to the committee selected Construction Manager. The Woodside Park Phase 2 construction project helps to meet City Council's desired outcomes, notably affordable housing.

Background

October 20, 2016 - [Staff Report \(pg. 3\)](#), [Summary](#), [Minutes](#)
November 3, 2016 - [Staff Report \(pg. 47\)](#), [Summary](#), [Minutes](#)
December 1, 2016 - [Staff Report \(pg. 6\)](#), [Summary](#), [Minutes](#)
November 16, 2017 - [Staff Report \(pg. 71\)](#), [Summary](#), [Minutes](#)
March 8, 2018 - [Staff Report \(pg. 15\)](#), [Summary](#), [Minutes](#)
January 29, 2019 - [Staff Report](#), [Minutes](#)

Analysis

The Request for Qualifications/Proposals (RFQ/RFP) was advertised on January 23rd and 26th, 2019 in the Park Record and 25th and 26th in the Salt Lake Tribune. Additionally, the RFP was posted on the City's website, e-notify and Utah Legals website.

A selection committee included the following participants:

PCMC: Jason Glidden, Anne Laurent, Dave Gustafson
Method Studio: Jarrett Moe

Four (4) firms responded and their proposals are as follows:

NAME	PRE-CONSTRUCTION FEE	CONSTRUCTION MANAGEMENT FEE
ASCENT	\$ 12,000.00	4.0%
KELLER	\$ 53,054.00	4.0%
NEW STAR	\$ 23,928.00	4.5%
NORTH RIDGE	\$ 16,500.00	5.0%

The selection committee interviewed three firms on March 13, 2019. Selection of the chosen firm was based on the following criteria:

- Experience constructing multi-family buildings.
- Experience with sustainable construction practices.
- Strength of individuals committed to the project.
- Experience with construction manager/general contractor or CMAR delivery.
- Ability to meet proposed schedule.
- Strength of addressing PCMC concerns, approval process.
- Other services/cost proposed.

As defined in the City's purchasing policy: **Contracts for Professional Services, where the Service Provider is responsible for Building Improvements/Public Works Project (Construction Manager / General Contractor "CMGC" Method)** are contracts where the City contracts with a "Construction Manager/General Contractor" which is a contractor who enters into a contract for the management of a construction project when that contract allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the Construction Manager/General Contractor's services. The CMGC contract is exempt from competitive bidding. The selection of CMGC contracts shall be based on a documented evaluation process such as a Request for Proposals (RFP), Statement of Qualifications (SOQ), Qualification Based Selection (QBS), etc. The CMGC will implement all bid packages and subcontractors under a competitive bid requirement as required in the City's purchasing policy. The purchasing policy requires that the Project Manager will attend the award of all subcontracts which meet the threshold requirements in which the State Code (and our purchasing policy) requires a sealed bid if it was bid individually. The proposed CM/GC contract also requires that any competitive quotes for items of work between \$15,000 and the State Code amount (approximately \$135,000) will use the City's Local Bidder Preference.

The Construction Manager/General Contractor (CM/GC) is also referred to as a Construction Manager at Risk (CMAR) and the terms are interchangeable. The CM/GC construction method is different from the traditional Design-Bid-Build method in that the contractor is brought on board during the design phase as a professional service

provider to work with the project team to help reduce construction costs, improve quality control and most importantly improve schedule with early mobilization and phased bidding and construction.

The CMAR contract at this time is for preconstruction services of **\$12,000**. The **\$12,000** is below the amount requiring Council award; however this CMAR contract could be amended to a contract for construction management of the project. At the point where construction documents are 90%-100% complete, the Construction Manager will bid the project consistent with State code and City policies. The Construction Manager will then propose a Guaranteed Maximum Price (GMP) that includes a detailed schedule of work and costs based on the subcontractor bids, General Conditions, Construction Manager's Fee, Bonds and a Contingency. Staff will return to Council for award of the Amendment #1 to the CMAR Agreement for the GMP.

Department Review

This report has been reviewed by representatives of Community Development, Legal, Budget and the City Manager's Office and their comments have been integrated into this report.

Funding Source

City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue to fund housing projects. Due to the production of market rate units in this project, two separate funding sources will be used to fund the pre-construction services. RDA bond funds will only be used to fund the affordable/attainable portion of this project.

Attachments

Exhibit A – Ascent Construction Proposal

Exhibit B – DRAFT CMAR Contract – Ascent Construction



SUGARMONT | SUGARHOUSE
323 APARTMENTS | 18 TOWNHOMES

park  city

WOODSIDE PARK

PHASE II

CMR . 2.28.2019



310 West Park Lane
Farmington, UT 84025



Project Contact:
Bob Murri
VP Business Development



c. 801.232.4022
p. 801.299.1711



bobm@ascentconstruction.com

354



BUILDING YOUR COMMUNITY

February 28, 2019

Jason Glidden
Housing Development Manager/
Senior Project Manager
PCMC
P.O. Box 1480
Park City, Utah 84060

RE: Selecting Ascent to Provide Preconstruction Services as CMAR and Build Woodside Park Phase 2

Dear Jason and selection committee:

Park City Municipal Corporation (PCMC) needs a contractor that can bring significant value to the preconstruction stages of the Woodside Park Phase 2 project. Ascent is very interested in working with you and brings the right team and experience with over 30 CMAR/CMGC-type projects.

Currently, we are constructing two of the largest multi-family housing projects in the state. Both projects required extensive preconstruction services including constructability analysis, materials review, long-lead item management, early estimates/cost budgeting, value engineering and more. These projects include; *Sugarmont in the Sugarhouse area*—342 units, apartments and townhomes, underground parking, \$65M, and *Gardner Mill in West Jordan*—272 apartment units, underground parking, \$42M. We are proposing the same, awesome team that will be finishing the Garner Mill project at the time you will be starting to construct Woodside Park Phase two.

We have extensive experience with historic buildings as well. This year, Ascent received two distinguished quality awards from ENR and Utah Construction and Design for the renovation of the Historic Rock Loft in Fruit Heights—originally built in 1944. Other historic projects include; the Browning Building and Proud Fit buildings in Ogden and the Brigham City Library.

We look forward to hearing from you regarding advancing to stage two in your selection process and hope to work with you from start to finish. Thank you for considering Ascent for this great project.

Sincerely,

Bob Murri
VP, Business Development

A. STATEMENT OF APPROACH OF TEAM (EXECUTIVE SUMMARY)

THE ASCENT WAY HOW WE MANAGE YOUR PROJECT

OVERALL APPROACH

Ascent's project approach is broken into phases, each with actions, tasks and deliverables to be completed prior to obtaining necessary approvals to move to the next phase. The result is an organized set of process controls allowing the project team to make informed choices. This approach allows Park City Municipal Corporation (PCMC) and Ascent Construction (Ascent) to pro actively reach our goals, along with achieving several benefits, including:

- Collaborating and engaging the entire team.
- Developing consistent and firm project controls.
- Ensuring the project supports PCMC's mission and meets approved budgets, schedules, as well as the design vision.
- Identifying roles and responsibilities of team members, and describing tasks, deliverables, and approvals expected for each phase.
- Setting clear expectations and communications.
- Seeking creative solutions within budget and schedule.
- Delivering high quality work and an *extraordinary construction experience*.

OUR STRENGTHS BUILDING BLOCKS OF SUCCESS

COST ESTIMATING DONE RIGHT

We keep a cost history of similar projects to provide PCMC precise and accurate cost estimating.

SCHEDULE MANAGEMENT SECOND TO NONE

Schedule can effect budget if not managed correctly. PCMC will have a detailed design and critical path schedule that will be maintained throughout the project life cycle.

A TEAM OF COLLABORATORS

Method Studio and Ascent will communicate, collaborate and create solutions that work. Working together as a team in partner with TBSE Structural Engineers, Spectrum Engineers, Electrical Consulting Engineers, LLC, Alliance Engineering/Talisman Civil Consultants, AGECE Applied Geotech, Loft 64, and the Building Envelope Commissioning Agent to ensure PCMC has a successful design and construction project. Park City building officials and municipal stakeholders will stay up to date as the project progresses through each stage. Our team will work diligently to answer any and all questions or concerns as soon as they arise.

THOUGHTFUL SUBCONTRACTOR SELECTION

Cost and schedule are contingent on subcontractor ability. We will use our "best value" selection process to ensure subcontractors who begin the project can finish with the quality standards PCMC wants. And, we will make a conscious effort to select local subcontractors to keep the local community engaged.

CAREFUL COST MANAGEMENT

The best cost management tool occurs during bidding. We ensure subcontractors selected understand what they are bidding and their bids are complete. During construction we are vigilant and fair in maintaining the budget.

EMBRACING CREATIVITY AND INNOVATION

We are profound problem solvers. Creativity is a quality as fundamental to construction as the laws of physics. If you build a building, there will be problems to solve, it's the level to which one addresses the challenges that makes a great project.



B. SPECIFIC PROJECT EXPERIENCE



\$11.4M

COST

107,360

SQUARE FEET

2018

COMPLETION

Vecino Group Design Build

BODHI APARTMENTS

Salt Lake City, Utah

Bodhi is a uniquely collaborative community, one that features market rate, affordable and supportive housing-the latter focusing on individuals suffering from mental illness. Through the collaboration of the Housing Authority of Salt Lake County and Salt Lake Community Action Program, the five-story, multi-family community features 80 total units, 18 of which are supportive needs residents. In addition, Bodhi will have on-site supportive services, community space, life-skills classes, a wellness room, and an exercise facility.

Owner Reference/Contact Info

Vecino Group
Brad Holgate | 801.703.8523

TEAM

Brad L. Knowlton, Project Executive
Brent Malan , Project Manager
Tiffer Higgs, Superintendent
Gary Webb, Estimator

HIGHLIGHTS

Limited Staging
Common Space
Sensitive Nearby Users
Community Space
Wellness Room
Multiple Stakeholders
Fitness Center
Administrative Offices
Parking Garage
Winter Construction
On Budget
On Schedule

AWARDS

2018 ENR Quality Award
Residential/Hospitality



\$4.2M

COST

52,000

SQUARE FEET

2017

COMPLETION

M&A Design LLC

STATION SQUARE APARTMENTS

Roy, Utah

Construction of 30 senior apartment units with associated site work. The structure is wood framed, slab on grade and three stories high with underground parking.

Owner Reference/Contact Info

Commonwealth Construction Co.
Brent Schumacher | 920.922.8170

TEAM

Brad Knowlton, Project Executive
Kelly Rasmussen, Project Manager
Steve Garn, Superintendent

HIGHLIGHTS

High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Parking Garage
Site Amenities
Winter Construction
On Budget
On Schedule



SUPERIOR AIR OFFICE BUILDING

Ogden, Utah

The scope of work consists of structural, architectural, mechanical, plumbing and electrical renovations, upgrades, and remodeling of the existing 116 years-old, 3-level building.

Owner Reference/Contact Info
Right Field Properties, LLC
Steve Wood | 801.776.1997

TEAM
Brad L. Knowlton, Project Executive
Brandt Knowlton, Project Manager
Anthony Prince, Superintendent
Gary Webb, Estimator

HIGHLIGHTS
Historical Building Standards
Structural Upgrades
Updated HVAC, Electrical,
Plumbing Systems
Confined Spaces
Public Client

AWARDS
2017 Utah Construction & Design
Most Outstanding Project,
Renovation/Restoration

2017 AGC
Most Outstanding Project,
Renovation/Restoration, Office

\$1.3 **13,000** **2017**
COST SQUARE FEET COMPLETION

aeUrbia Architects & Engineers



WASATCH POINT SENIOR APARTMENTS

Logan, Utah

Construction of a new, 99-unit, 3-story apartment complex in Logan, Utah with community center, pool and detached garages.

Owner Reference/Contact Info
Wasatch Point, LLC.
Larry & Dave Kocherhans
801.296.6004

TEAM
Brad Knowlton, Project Executive
Brandt Knowlton, Project Manager
Bren Malan, Superintendent
Dan Wall, Estimator

HIGHLIGHTS
High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Site Amenities
Winter Construction
On Budget
On Schedule

\$7.2M **116,000** **2013**
COST SQUARE FEET COMPLETION

Brent Hilton Architect



\$1.6m

COST

6,824

SQUARE FEET

2018

COMPLETION

Design West Architects

THE ROCK LOFT (CMGC)

Fruit Heights, Utah

The Rock Loft is a landmark building located at 251 S. Mountain Road in Fruit Heights, Utah. The center portion of the building was originally constructed by Lee Jost in 1944 from flood rocks that came out of the adjacent Bair Canyon. Two years later Lee's son came home from World War II and started building the upstairs and two wings of the building.

Owner Reference/Contact Info

Tim & Burton

Mathews | 801.628.7389

TEAM

Brad L. Knowlton, Project Executive
Dallas Knowlton, Project Manager
Italo Ramirez, Superintendent
Gary Webb, Estimator
Vince Steinfeld, Project Engineer

HIGHLIGHTS

Historical Building Standards
Structural Upgrades
Updated HVAC,
Electrical, Plumbing Systems
Confined Spaces
Public Client
Administrative Offices
Fitness Center

AWARDS

2018 MOST OUTSTANDING PROJECT | UC&D
2018 ENR QUALITY AWARD | RENOVATION/RESTORATION



\$38.8M

COST

458,196

SQUARE FEET

2019

COMPLETION

Architecture Belgique Inc.

STATION AT GARDNER MILL

Salt Lake City, Utah

The six buildings (274 units) are supported by a suite of amenities that include a centralized clubhouse, pool and spa, fitness room, playground, outdoor dining area and trail connections. There is ample access to a variety of parking options that include on-street, structured, and surface parking. This parking is distributed across the site in a manner that reduces the visual impacts while still providing abundant access to parking throughout the site. The project will integrate with the existing Trax Station directly to the South.

Owner Reference/Contact Info

Joe Colosimo | 801.556.3320

TEAM

Brad L. Knowlton, Project Executive
Kelly Rasmussen, Project Manager
Paul Lindsay, Superintendent
Gary Webb, Estimator

HIGHLIGHTS

Transit Oriented
High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Administrative Office
Parking Garage
Site Amenities
Playground
Winter Construction
On Budget
On Schedule



\$16.3M

COST

68,000

SQUARE FEET

2018

COMPLETION

TSA Architects

ROCKY MOUNTAIN CARE HEBER SKILLED NURSING FACILITY

Heber, Utah

Construction of a new single story, stick framed nursing facility for Rocky Mountain Care Organization. This building will house 106 rooms.

Owner Reference/Contact Info

JR Bangerter | 801.598.6700

TEAM

Brad L. Knowlton, Project Executive
Justin Brady, Project Manager
Blu Burch, Superintendent
Vince Steinfeldt, Project Engineer

HIGHLIGHTS

New Construction
Administrative Offices
Health Care Facility
Commercial Kitchen
Clinical Areas
Sensitive Users

Recent CMAR/CMGC Experience	Services provided, including estimating prior to bidding.
City of Laramie, Public Works Campus 110,000 gsf	Site Selection, Programming & Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
City of Woods Cross, Public Works Campus 48,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Davis School District Mueller Park Jr. High 144,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Lewis Bus Group, Shop Fleet Building 13,706 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Mountain States Trailer Maintenance Facility 16,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Gymnastics Training Center 25,505 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Alta High School Renovation/Addition 15,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Uintah County Care Center Addition 19,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Layton High School Addition/Renovation 128,752 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Davis School District Technology Building 32,730 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Management Training Center Office Building & Plaza 54,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management

COMMITMENT TO QUALITY

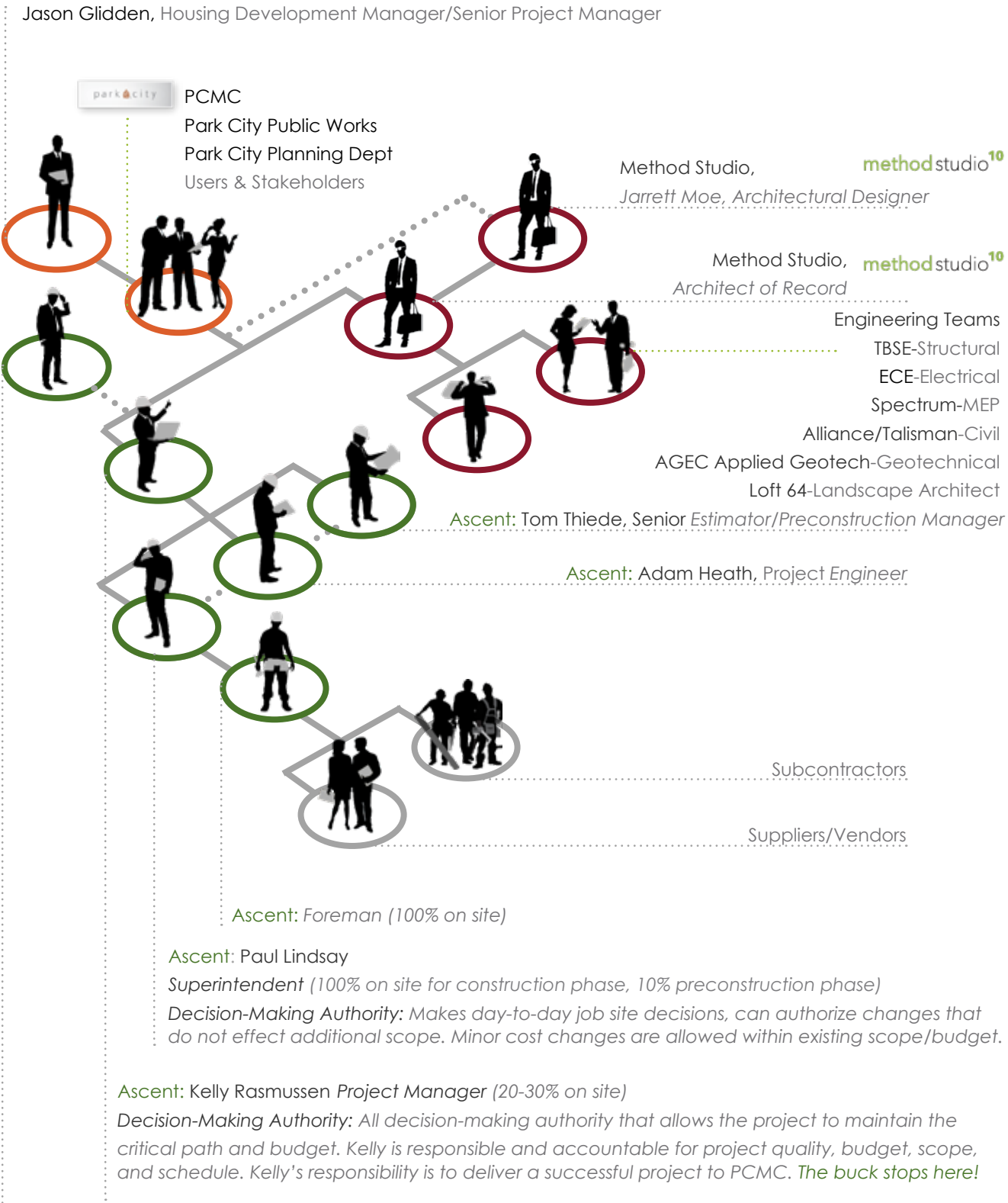
Quality workmanship is found in every aspect of our work. Aside from our numerous quality awards, we know that quality must be in our people, communication, relationships, materials, management approach, subcontractors and construction best practices. We have quality initiatives and quality control guidelines and we follow them to the letter. Those are the basics.

Quality workmanship has to go beyond the basics to encompass the entire construction experience from day one through to completion. Every project is important to us. The personal attention we provide and our unwavering commitment to the success of every project helps to ensure the end result. Ascent has very little turnover. In fact, every member of our management team has been with us since the firm was founded in 2000.

Our people are happy and passionate about making a difference. We have a "bench strength" of "A players". Our commitment to our word helps ensure consistency and quality performance, this is one of the key characteristics clients appreciate about Ascent. The quality that Ascent represents is in every aspect of our performance and in our promise to do our best work on every project.

C. PROPOSED CM STAFF

ORGANIZATIONAL CHART



Ascent: Brandt Knowlton
Project Executive
A means of last resort, Brandt relies on the project manager to make sound decisions.



BRANDT KNOWLTON

Project Executive

RELATED EXPERIENCE

Sugarmont Apartments

Salt Lake City, Utah | March 2019 | \$62M & 567,291 gsf

Bodhi Apartments

Salt Lake City, Utah | February 2018 | \$12M & 107,360 gsf

Station at Gardner Mill Apartments

West Jordan, Utah | April 2019 | \$40M & 480,000 gsf

Crescent Senior Assisted Living

Sandy, Utah | August 2018 | \$14M & 127,000 gsf

Station Square Apartments

Roy, Utah | January 2017 | \$4.2 & 52,000 gsf

East Point Lane Condos (CMGC)

Salt Lake City, Utah | October 2007 | \$16M & 80,000 gsf

Wasatch Point Senior Apartments

Logan, Utah | April 2013 | \$7.2M & 116,000 gsf

Larios Arms Senior Apartments

Winnemucca, Nevada | May 2016 | \$4M & 29,000 gsf

Sunrise Apartments

Salt Lake City, Utah | May 2007 | \$7.2M & 62,000 gsf

DATE OF HIRE: 6.1.2000

LICENSES AND REGISTRATIONS

OSHA Certification
Concrete Testing Certification

EDUCATION

BS, Weber State University,
Construction Management
Technology

YEARS
EXPERIENCE

18

YEARS
WITH ASCENT

18

NUMBER
SIMILAR PROJECTS

9



KELLY RASMUSSEN

Project Manager

RELATED EXPERIENCE

Station at Gardner Mill Apartment Complex

West Jordan, Utah | April 2019 | \$41.6M & 458,000 gsf

Station Square Apartments

Roy, Utah | January 2017 | \$4.2 & 52,000 gsf

Woods Cross Public Works (CMGC)

Woods Cross, Utah | February 2018 | \$6.4 M & 48,000 gsf

Sandy City Public Works (CMGC)

Sandy, Utah | April 2019 | \$4.3 M & 22,000 gsf

Lehi Fire Station No. 83

Lehi, Utah | December 2017 | \$5.6 M & 14,236 gsf

Utah Transit Authority Jordan River Service Center

Salt Lake City, Utah | December 2010 | \$14.5 M & 180,000 gsf

ATI Administration Shipping/Receiving Building

Tooele, Utah | July 2009 | \$6.9 M & 68,930 gsf

Park City Fire District Fleet Service Building

Park City, Utah | December 2017 | \$1.9 M & 11,175 gsf

DATE OF HIRE: 11.5.2001

LICENSES AND REGISTRATIONS

Full Fit Respirator Certified
Loader Scissor Life and Boom Lift
Training in Code specifications and
blueprint reading
Superintendent and site
management training
OSHA 10-Hour Training
Backhoe
Forklift
HILTI, Certified

EDUCATION

Emery High School
Castle Dale, Utah

YEARS
EXPERIENCE

24

YEARS
WITH ASCENT

17

NUMBER
SIMILAR PROJECTS

9



PAUL LINDSAY

Superintendent

RELATED EXPERIENCE

Station at Gardner Mill Apartment Complex
West Jordan, Utah | April 2019 | \$41.6M & 458,000 gsf

*Kay's Crossing Apartment Complex (CMGC)
Layton, Utah | May 2014 | \$22M & 252,800 sf

*Rose House, Red Butte Gardens
Salt Lake City, Utah

*Holiday Inn Express
West Haven, Utah | 2001 | 55,000 sf

Ascent Construction Office Building (CMGC)
Farmington, Utah | October 2016 | \$5M & 22,000 gsf

Kaysville Branch Library
Kaysville, Utah | June 2015 | \$3.8M & 15,000 sf

FedEx Warehouse Addition
Vineyard, Utah | September 2014 | \$1.3M & 14,508 sf

*Manila City Fire Station
Manila, Utah

*Star Valley Medical Center
Afton, Wyoming

DATE OF HIRE: 5.7.2014

*Experience prior to Ascent

YEARS
EXPERIENCE **20**

YEARS
WITH ASCENT **4**

NUMBER
SIMILAR PROJECTS **8**

TOM THIEDE

Senior Estimator | Preconstruction Services

RELATED EXPERIENCE

Sugarmont Apartments
Salt Lake City, Utah | March 2019 | \$62M & 567,291 gsf (rooftop pool/garage/pavilion)

Park City Library Renovation*
Park City, Utah | 2004 | \$1 M

Rockpoint Loft Apartments* (CMGC)
Bluffdale, Utah | \$39M

Meridian Apartments* (CMGC)
Salt Lake City, Utah | \$27M

Parkway Loft Apartments* (CMGC)
Orem, Utah | \$32M

Triton Terrace Apartments* (CMGC)
Draper, Utah | \$17M

Hampton Place Apartments* (CMGC)
Salt Lake City, Utah | \$17M

Somerset Meadows Apartments* (CMGC)
Pleasant Grove, Utah | \$22M

Eaglewood Loft Apartments* (CMGC)
Salt Lake City, Utah | \$17M

DATE OF HIRE: 4.24.2018

*Experience prior to Ascent

YEARS
EXPERIENCE **30**

YEARS
WITH ASCENT **1**

NUMBER
SIMILAR PROJECTS **10**

LICENSES AND REGISTRATIONS

Training in Code specifications and
blueprint reading
Superintendent and site
management training
OSHA 10-Hour Training

EDUCATION

Master Graduate at Rapport
International Leadership Program
Associates of Science, Physics



LICENSES AND REGISTRATIONS

Onscreen Take-off
Sage
Microsoft Office
Microsoft Project

EDUCATION

University of Utah



ADAM HEATH

Project Engineer

RELATED EXPERIENCE

St. Marks West Valley FSR
West Valley, Utah | January 2019 | \$5.2M & 10,950 gsf

Davis Vision Center (CMGC)
West Jordan, Utah | July 2019 | \$5.1M & 22,756 gsf

Cosentino Salt Lake City Center
Salt Lake City, Utah | August 2018 | \$814K & 18,600 gsf

Oakhill Hollow Housing Development*
Holladay, Utah

Fiddler's Creek Housing Development*
Layton, Utah

Farmington Foothills Housing Development*
Farmington, Utah

Farmington Parks & Rec Misc. Projects*
Farmington, Utah

*Experience prior to Ascent

LICENSES AND REGISTRATIONS

OSHA 30-Hour
Associate Constructor Certification
AutoCAD
Sketchup
Microsoft Office Suite
Plan Swift/On Screen Take-Off
REScheck Software

DATE OF HIRE: 5.8.18

EDUCATION

Weber State University,
B.S. Construction Management
Technology

YEARS EXPERIENCE	18	YEARS WITH ASCENT	1	NUMBER SIMILAR PROJECTS	10
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D. PAYMENT & PERFORMANCE BOND

Tina Davis, AFSB, CIC
Vice President

Marsh USA Inc.
 15 West South Temple, Suite 700
 Salt Lake City, UT 84101
 801 533-3624 Fax 801 533 3610
 tina.davis@marsh.com
 www.marsh.com

JUNE 20, 2018

Re: PREQUALIFICATION FOR ASCENT CONSTRUCTION, INC.

TO WHOM IT MAY CONCERN::

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation under the laws of the State of Maryland with an office and place of business located at 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056, represents ASCENT CONSTRUCTION, INC. for its surety bonding needs. As of the date of this writing, ASCENT CONSTRUCTION, INC. remains in good standing with FIDELITY AND DEPOSIT COMPANY OF MARYLAND, which is affording continued surety credit for bonded obligations with single project sizes up to \$150,000,000 within an aggregate bonded surety program of \$250,000,000.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of FIDELITY AND DEPOSIT COMPANY OF MARYLAND'S past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Tina Davis, AFSB, CIC
 Vice President
 Attorney-In-Fact for Fidelity and Deposit Company of Maryland
 A+ by A.M. Best Financial Size Category gXV

E. SAFETY

EXPERIENCE MODIFICATION RATING



July 27, 2018

Re: Ascent Construction
25 South Main Street, Suite 200
Centerville, UT 84014

To Whom It May Concern:

Please accept this letter as verification that the Workers Compensation experience modification factor for the above is as follows:

02/18/18 – 02/18/19	.67
02/18/17 – 02/18/18	1.14
02/18/16 – 02/18/17	1.16

Please feel free to contact me if you have any questions.

Thank you,

A handwritten signature in black ink that reads 'Nancy Oliver'. The signature is written in a cursive, flowing style.

Nancy Oliver
Client Representative

On August 3, 2018, Ascent Construction was presented with the distinguished Arches Award by the Utah Labor Commission. Only three awards were given, and Ascent was the only general contractor recognized for excellence in workplace safety and health. This award was based on OSHA site visits to one of our largest projects and perhaps the largest housing project being constructed in Utah currently—the Sugarmont Apartments and Townhomes in the Sugarhouse area right off of 13th South and I-80 East. Ascent was honored to receive this award and proud of our team who keep safety at the forefront of their work every day.



RISK & SAFETY MANAGEMENT PHILOSOPHY

APPROACH TO RISK & SAFETY MANAGEMENT:

After project award, Ascent will develop a systematic approach, plan and execute risk management activities throughout the project's life with PCMC, Method Studio, and surrounding users. The plan will maximize positive risk events (opportunities) and minimize negative risk events (threats) to protect individuals and the project. Ascent will:

- Continually review plans as they are developed; identifying risk events that may occur during design and construction.
- Assess impact/likelihood of identified risks.
- Develop a prioritized list to determine risks that require further analysis or mitigation.
- Develop strategies and specific actions to be taken should the risk event occur.
- Assign individuals to monitor the risk response action, ensuring each risk has an "owner."
- Track and monitor the identified risks. Retire risk events that are successfully avoided, mitigated or have passed the time during which the risk is possible.

A plan that identifies potential risks and mitigates each, keeps the project on schedule and within budget while maintaining design intent.

"Our safety philosophy is everyone on the site needs to feel safe at all times. We have a strong safety manual and program, we determine who the competent person is for each trade that will be onsite as well as their company safety personnel. Everyone on site understands that we are all responsible for each other's safety."-Kelly Rasmussen, Project Manager

STRATEGY TO WORKING ON SITE:

A staging plan will be developed with PCMC and its users as well as Method Studio, demonstrating how we anticipate protecting site personnel, and others. Additionally, our team will work with surrounding neighbors to incorporate their calendars into the overall construction schedule as well as addressing concerns around:



Safety

Careful and specific measures on a case by case scenario of operations and equipment to ensure awareness of construction schedule and adjacent work. Fall protection plans are put in place & equipment operating training for fork lifts & man lifts.

Barricades will be implemented via plan, approved by PCMC and other authorities having jurisdiction, to create a safe zone for the general public. Public areas will be kept accessible and handled per City ordinances. Construction areas will be marked off and easily identifiable to personnel either within or beyond the limits of construction.



Dust

We will construct a dust barrier to minimize dust.

Airborne dust is not only unhealthy, but against code. Ascent will implement a Fugitive Dust Plan and take the necessary steps during construction to mitigate the dust.



Traffic/Fencing

We will control traffic with signage and barricades. We will submit a traffic control and fencing plan for approval prior to work



Entering/Exiting and Safety

Careful ingress and egress plans will be developed with PCMC and the fire marshal.



Security

Site interface will be located near construction entry/exit for security check-in and check-out. Everyone will be badged in daily.



Ongoing Ground's Maintenance

Paul Lindsay will work with PCMC staff to ensure safe access.



Being a Good Neighbor

Residences & businesses surrounding the job site will be disturbed as little as possible. A mindful outreach program will be developed with the community and all surrounding neighbors.



Utilities and Shutdowns

Both our project manager and superintendent understand the critical need for forewarning and pre-planning shutdowns of utility services, if necessary. We recognize shutdowns specific to this project must be managed carefully ensuring backup power is available. Ascent will avoid conflicts between existing and new utilities as well as protecting existing utilities from damage during demolition and construction. Communication will be essential with facility users and neighbors to plan phased shut-downs based on need.



Noise

Work within the agreed hours identified. We will be respectful of the times.

We will meet with PCMC and users, etc. to discuss what activities are disruptive and alter activities as needed to be respectful of adjacencies and ongoing operations.

Should complaints arise, we will immediately respond and work quickly to resolve the issue.



Equipment Moving/High-Risk Activities

Such activities will be coordinated with PCMC and surrounding users so that site and neighbors are safe & secure. Our team has experience working with historical buildings.

F. SCHEDULING & ESTIMATING

COST ESTIMATING

WHAT COST ESTIMATING METHODOLOGY DO WE USE?

Ascent uses the design-assist process analogy methodology. It is used as early in the project as the D&D phase. The costing is calculated using historical and current conditions, with some input from subcontractors. As the competition of the documents progress, actual costs are applied. Continual costing/estimating of evolving documents and options minimize the potential risk of cost deltas at the CD stage.

HOW DO YOU ORGANIZE YOUR ESTIMATE?

We organize our estimates using bid-leveling spreadsheets. This method allows changes and options to be tracked throughout the life of the design, and the ability to see the most value-qualified subcontractor to be chosen.

DURING DESIGN, HOW DO YOU DETERMINE THE FINAL COST WHEN NOT ALL WORK IS SHOWN?

From the beginning of design, Ascent uses every increasing scopes of work to solicit the most accurate costs available at each stage. These costs are discussed at OAC meetings and changes are included to ensure the design intent is being met. This helps reduce the risk, but until final documents it cannot be eliminated. To deflect or off set this, the estimate will include both design and commodities contingencies which will reduce in size as the documents are refined.

HOW MUCH DO YOU USE SUBCONTRACTORS FOR COST INFORMATION DURING THE PRECONSTRUCTION PHASE?

Ascent believes in engaging qualified subcontractors as early as possible in the design process. This saves both time and cost by minimizing any value engineering. During the CD stage, invites are sent to a prequalified list of subcontractors asking to engage in cost estimating. It is anticipated that a minimum of three (3) subcontractor proposals will be provided for each scope of work. While steps are taken to minimize cost deltas during this process, in the event one occurs, Ascent works with the low three subcontractors to determine if there was scope creep, market changes, or resource shortages. We work to reduce the delta and provide solutions to minimize the impact.

MANAGEMENT OF BID PACKAGES

Using the architect's plans and specifications, we use our estimating program, SMARTBID, to solicit bids from qualified subcontractors. SMARTBID allows us to select specific trades, allowing for management of bid packages. The course of action used for a bid package not included in the final GMP is addressed in one of two ways, depending on the origin of the bid package. If the bid package is due to an error or omission in the design, the package is priced out and covered by a contingency that will be developed during the design phase between the team and the owner. If the bid package stems from an unforeseen condition, additional scope of work, or an added requirement from a jurisdiction having authority, the cost would then be added to the GMP to reflect the additional work on the project.

DO YOU HAVE AN IN-HOUSE ESTIMATING STAFF?

Ascent has an in house estimating staff of six (6). For a project of this size, we would require a lead estimator, project manager, and estimating assistant. This structure provides for both constructability and value. The team's time on the project increases as the documents are finalized. At final pricing an "all hands-on deck" mindset happens within the department. The whole team works to qualify and vet subcontractor proposals and ensure accurate final costs. Prior to selection, subcontractors are interviewed to ensure manpower is allocated and available as well as document production rates.

VALUE ENGINEERING & BUDGET REDUCTIONS

Value engineering is approached on a two-front system, with both additive and deductive alternates. A detailed "shopping list" that is updated throughout the design process is created that provides costs, and pros & cons of each option. In the event that budget reduction is required, both estimating and project management work with the team to utilize value engineering and cost the least invasive changes minimizing the impact to the architectural intent.

HISTORY OF ESTIMATES & FINAL COSTS



SANDY CITY PUBLIC WORKS

Estimates: \$4,389,000

Final GMP: \$4,409,915

Final Construction Cost: 4,409,915



MUELLER PARK JR. HIGH SCHOOL

Estimates: \$9,270,000

Final GMP: \$9,300,000

Final Construction Cost: \$9,684,958
Increased because of additional scope of work added



ASCENT CORPORATE OFFICE

Estimates: \$5,707,000

Final GMP: \$5,798,345

Final Construction Cost: \$5,887,229
Increased through minor change orders

SUBCONTRACTOR SELECTION/MANAGEMENT



Quality, experience and performance



Workforce availability and schedule impact



Price and thoroughness of estimate
(change order mitigation begins here)



PCMC considerations

Ascent understands it is PCMC desire to work with a subcontractor base with the ability to perform. We will use a value-based method to determine who can bid—ensuring preferred subcontractor bids are included while maintaining required bidding practices. Selecting subcontractors in today's economy means we have to be more careful. Effective subcontractor selection saves time, money and relationships. There are many considerations in selecting subcontractors, including:

- Work history, past performance and experience with required scope
- Strength of team to perform scope within the critical path
- Proper equipment, staging, scaffolding and tools
- Financial strength and stability to stay the course
- Quality workmanship—delivering quality work at a fair price
- Professionalism working w/clients, architects & stakeholders
- Reliability, commitment, on time performance, fulfills obligations with care, follows the plans and specs with precision
-



Safety: Record and procedures, risk response plan, emergency response plan, risk assessment



Cost: Accurate cost tracking, analysis and forecast



Schedule: Project control and planning for long lead items



Quality: QA/QC plan, on-site inspection, rigid control, change order process

Our superintendent, Paul Lindsay has clearly defined responsibilities for monitoring subcontractor performance. He will consistently conduct weekly status meetings with each subcontractor to review the schedule and coordinate work issues, including quality, safety, site cleanliness, installation conflicts, on-site performance, critical issues and communication. Our team is equipped with the latest technology tools for project scheduling, documentation and communication.

The secret to success is clear communication, making sure everyone knows exactly what to do, and when to do it while working and collaborating together and carefully managing the critical path. If substandard performance is identified at any time during the project, recommendations for improvement are provided both verbally and in writing. Ascent maintains high standards for managing subcontractors while being realistic and flexible in solving various challenges that arise.

Management

Selection

Meetings

The vision of success will be communicated to subcontractors and suppliers through mandatory preconstruction meetings. We will involve our pre-qualified subcontractors as soon as possible in the preconstruction phase. By doing so, this allows us to get the most accurate cost estimates throughout each phase of design and then continued to construction. Allowing subcontractors to be involved in preconstruction also ensures us they fully understand the scope of work and are capable of meeting our goals and deadlines. Only then will contracts be drafted, including scope of work and schedules ensuring compliance with the critical path.

During mandatory subcontractor/supplier meetings, the team will:

1. Outline critical factors for project success as identified by the project stakeholders
2. Review critical path for contractor input on items that may adversely affect the path and adjust the Master Schedule to reflect items identified
3. Communicate Construction Plan, including site staging, location of trailers, parking, lay down areas, Clean and Organized Site Policy, etc.
4. Determine required field measurements
5. Review submittals, procedures for materials and equipment
6. Ensure safety requirements and procedures are followed
7. Ensure proper clothing and safety equipment is worn
8. Review noise management and working hours
9. Discuss mandatory weekly meeting attendance
10. Review requirements for as-built updates

BENEFIT

A team of subcontractors who fully understand the requirements of the project as well as changes as they occur that may effect the critical path.

PROCESS TO ENSURE BUDGET

Several steps & responsibilities are involved to ensure that we don't go over budget.

1

Create a collaborative team setting environment, requiring parties to work together to complete the project within the budget.

2

Define design guidelines and imperatives to identify every aspect of the project, including program, square footage, aesthetic needs, and building materials.

3

Establish an adequate budget to include all wanted & required scope of work.

4

Utilize budget, scope, & value engineering reviews, during precon/construction stages, among all parties.

5

Work collaboratively to manage change orders, schedule correction, and subcontractors.



ASCENT'S RESPONSIBILITY

Prepare estimates and analysis based on budget.

Provide constructability reviews.

Provide information to Method Studio on ways to accomplish the same design or concept using different materials, construction techniques, and methods.

Perform estimates as needed by Method Studio

Provide information in a format that is understandable.

Provide estimates and constructability reviews until the project is in compliance with the budget.

All other tasks as defined in the RFP.

method studio¹⁰

METHOD STUDIO'S RESPONSIBILITY

Design based on the program, design guidelines and imperatives to meet the Budget.

Refine the design until the Budget is achieved.

Work closely with Ascent to understand pricing and constructability issues as design progresses.

park city

PARK CITY MUNICIPAL CORPORATION'S RESPONSIBILITY

Review recommendations and suggestions from Method Studio and Ascent.

Make scope and budget adjustments as needed.

Work with users, technical staff, Method Studio and Ascent to verify scope conforms to the budget or, if necessary, make decisions to bring project within the budget.



CRITICAL PATH MANAGEMENT

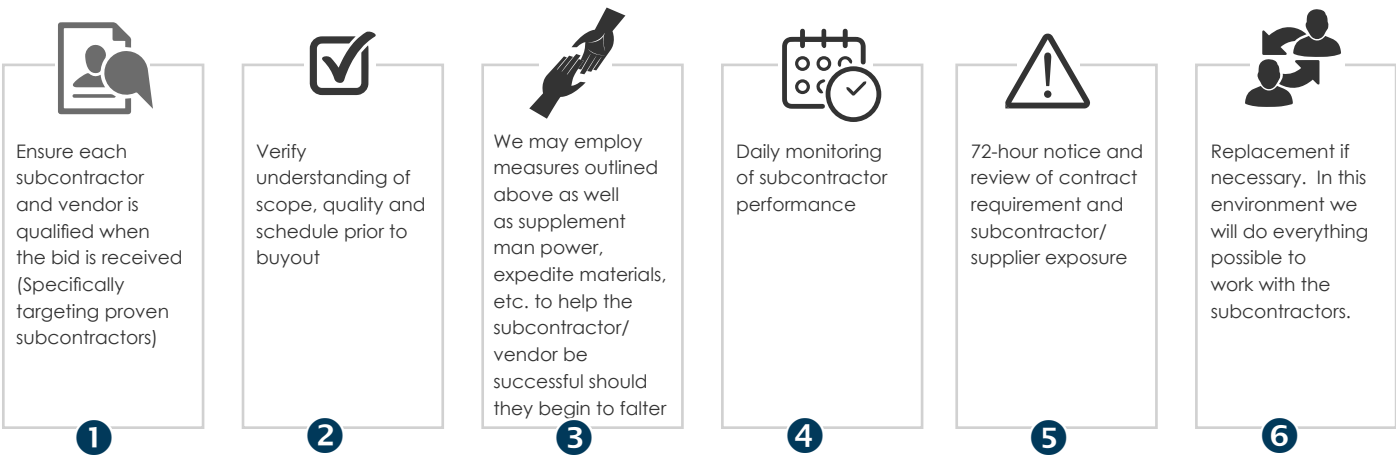
SCHEDULE CORRECTION

A variety of factors can push a project past its deadline. If we discover activities are trending beyond our committed deadline, our first obligation is to try to determine the cause. If we look for remedies without knowing the cause, the situation will probably recur.

Our second task is to try to make corrections that will get the project back on track. At the beginning of a project, we have many options to solve problems. But, toward the end, choices are limited. We look at a variety of techniques to determine which applies to the specific situation. Some of the techniques we consider include:

1. **Work overtime.** Everyone dislikes it, but a logical place to start is with overtime. If people work more hours, they can get more work done in the same amount of calendar time.
2. **Reallocate resources.** First understand vital activities on the "critical path." Determine what resources can be moved by floating non-critical work.
3. **Double-check dependencies.** If we are trending over deadline, validate dependencies, identifying activities that could be done in parallel.
4. **Check time-constrained activities.** Durations that don't change based on the number of resources applied, check these to validate the time frame.
5. **Swap resources.** Once the cause is determined, use available resources that are better able to achieve the critical path. A re-evaluation of resources and re-assigning of resources may be a solution.
6. **Apply additional resources.** It's always possible to allocate more resources on the critical path, but seeking to get the biggest schedule gain for the least amount of incremental costs.
7. **Fast track it.** Look at activities normally done in sequence and assign them totally or partially in parallel. Involves risk that could lead to increased cost and some rework later, therefore, we try to avoid Fast Track.
8. **Manage scope change.** Small changes worked in under the radar create small delays-scope creep must be eliminated. Energy must go into accelerating the agreed-to core work.
9. **Improve processes.** When we look at the cause for the project trending over schedule, we may find that some of the internal work processes could be improved.

SUBCONTRACTOR/VENDOR REPLACEMENT PLAN



SCHEDULE MANAGEMENT EXAMPLES



SANDY CITY PUBLIC WORKS

12 month duration
4/2/18-4/19/19
Currently: Tracking four weeks early
Factors: Daily communication, use of 5-week schedule with subcontractors, strong plan knowledge, & following phasing/sequencing plan.

STATION SQUARE APARTMENTS

Jan/2016-Dec 30th 2016
Framing fell behind 3-4 weeks due to lack of manpower. Our team held pre-install meetings with remaining subcontractors to reduce durations, offer assistance to increase productivity so that once framing was complete everyone else was ready to go. The owner had a strict completion date due to HUD financing restrictions. Ascent along with our subcontractors were able to mitigate the delay and close on time for the owner.

SCOPE CONTROL PLAN

BID ACCURACY: COST AND QUALITY CONTROL BEGINS WITH BIDDING AND BUYOUT

How does Ascent ensure bidders are qualified?

Ascent solicits bidder interest from our list of pre-qualified suppliers and subcontractors familiar with PCMC standards to obtain multiple bids for each discipline required. We then select subcontractors using a "best-value" analysis taking into consideration past performance, financial strength, capabilities, recommendations and cost.

How does Ascent know subcontractors understand project scope?

Verifying bid accuracy is the first step in mitigating potential change orders and ensuring quality. We verify scope on bid day and again during buyout. Our selection techniques ensure that subcontractors selected for the project are capable of performing work according to our schedule, at the required quality level while staying in budget for each definable feature of work.

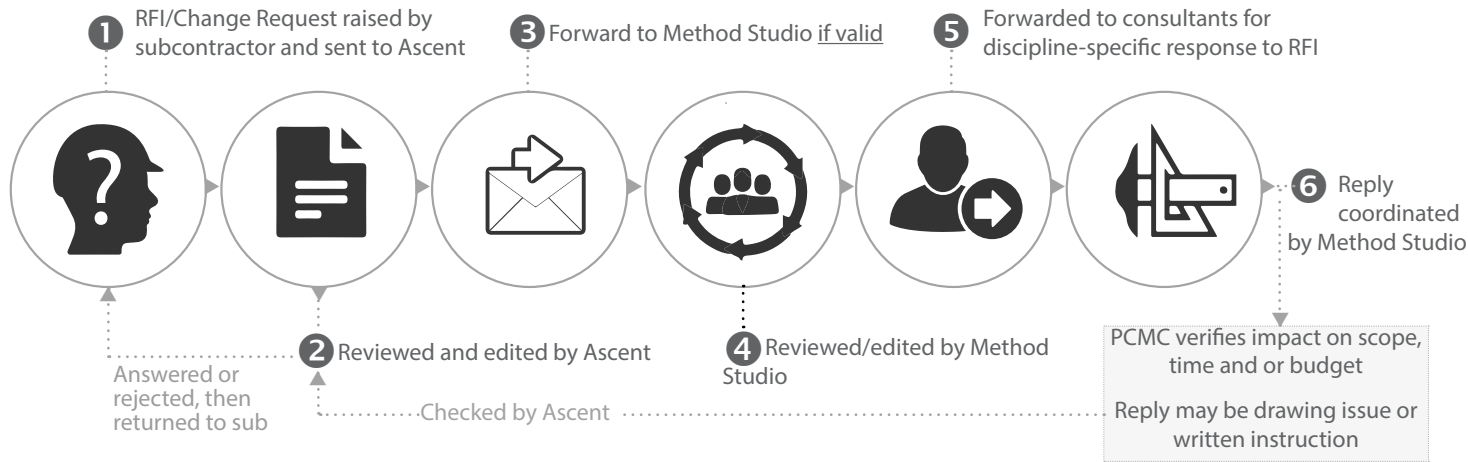
Is low bid always the best value?

Low bid is not always the best value, particularly if the spread between bids is large. It typically means the subcontractor with the lowest bid does not understand scope, quality and/or schedule. Therefore, we call the low bidders to verify understanding. This process not only saves the project, but also saves the subcontractor from having to honor a bid they aren't prepared to deliver.

How do we ensure that this project will get an appropriate response from the subcontracting community?

Ascent's in-house staff of estimators use a project bidding program called **SMARTBID**. This program allows them to send invitations to bid to thousands of pre-qualified subcontractors, targeting them by trade, location, and ability to perform. Our database currently has over 5,500 subcontractors in it, but if the estimating team find that they are not getting as many bids as wanted, they will start contacting subcontractors by phone or email, making sure to receive strong coverage and accurate bids.

CHANGE ORDER PROCESS



MINIMIZING CHANGE ORDERS

Minimizing change orders begins with bid verification during the bidding phase. Change orders do NOT necessarily mean a price increase, we look at methods to off-set costs to maintain budget should a change be necessary.

Ascent has an established cost control system allowing review by trade—current costs in relation to final cost projections. We have established a control system to advise PCMC and Method Studio of potential added costs or ways to avoid added cost, thereby enabling you to make knowledgeable project decisions.

The change order control system will be reviewed weekly in the project status meetings or OAC Meetings. Before submitting change order requests, Kelly Rasmussen will review the overall plan to look at cost reduction in other areas and work with each subcontractor and supplier submittal to verify that they represent changes that have occurred as a result of latent conditions or project scope changes. However, change orders don't necessarily precipitate an overall cost increase, often streaming costs in other areas keeps the project in budget.

G. REFERENCES

Wasatch Pointe Apartments, Senior Living, Logan, Utah
 Larry D. Kocherhans, President,
 International Dev. Group/Cornerstone Residential
 801.560.0374
 larryk@horizon-living.com

Bodhi Apartments, Salt Lake City, Utah
 Brad Holgate, VP West Region Development,
 The Vecino Group
 801.703.8523
 brad@vecinogroup.com

Rocky Mountain Care Center, Heber City, Utah
 Jay R. Bangerter, Owner, Rocky Mountain Care
 801.598.6700
 Jay.bangerter@rmcare.com

Station Square Apartments
 Daryn Murphy, Vice President of Development,
 The Commonwealth Companies
 503.956.2970
 d.murphy@commonwealthco.net

Larios Arms Apartments, Winnemucca, Nevada
 Beth A. Dunning, Community Dev. Group
 775.887.1795 x126
 bdunning@nrural.org



Date: March 01, 2017

Mr. Kelly Rasmussen

Ascent Construction
 310 West Park Lane
 Farmington, UT. 84025

Re: Letter of Recommendation

Dear Kelly:

I wanted to thank you and your site manager Steve Garn for the excellent work you have provided on the Station Square Senior Apartment project in Roy Utah.

I was most impressed with your attention to detail and being able to meet a very tight project schedule, while maintaining a high level of quality throughout the process for a successful project.

Thank you for providing a professional approach to the project and working as a team to bring it all together for the Owner.

I look forward to working together on future projects.

Kind Regards

Tad Bulin

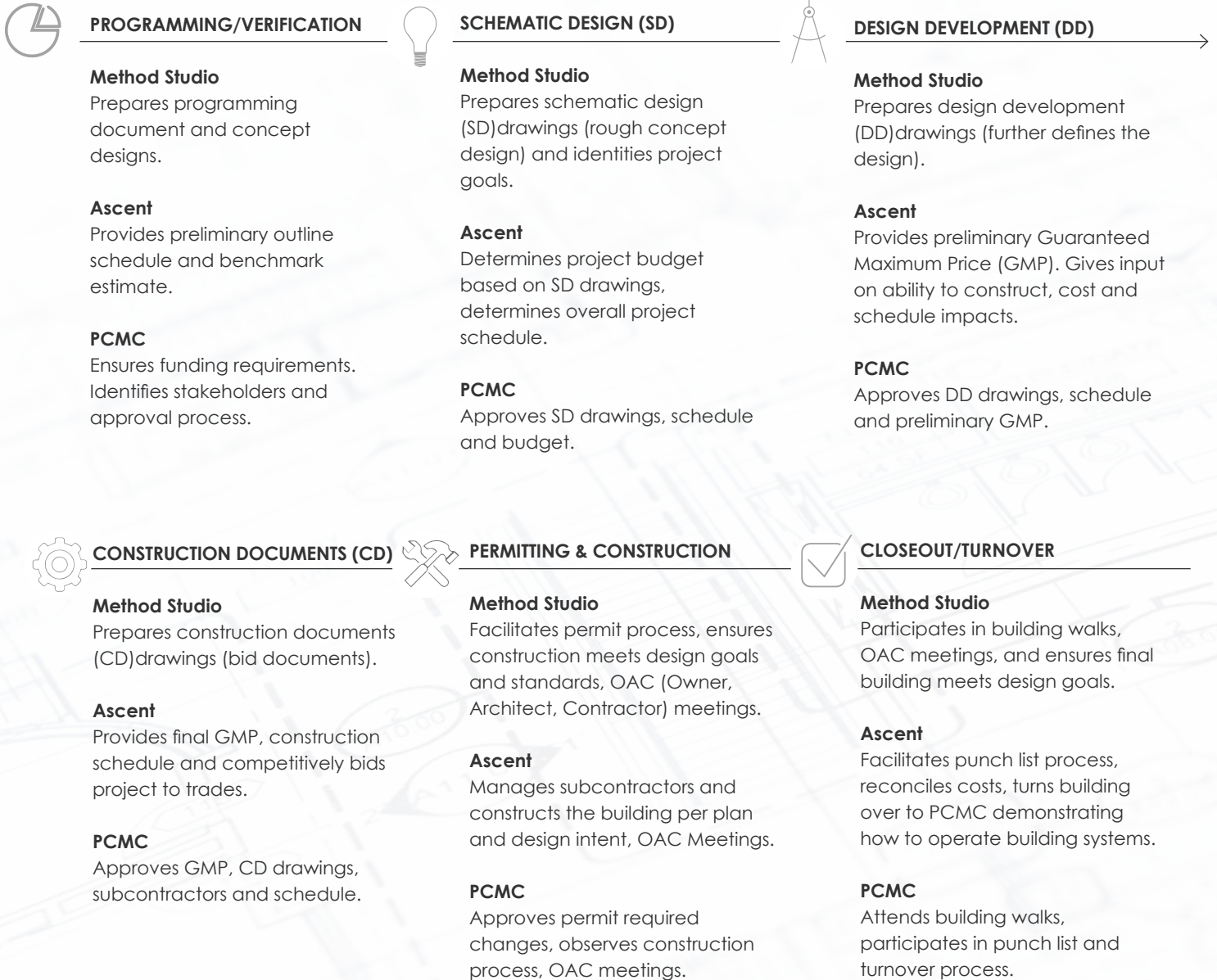
Owners Representative

H. PROPOSED FEE SCHEDULE**Attachment A - Exhibit 1**

Description	Takeoff Quantity	Unit	Total Cost/Unit	Unit \$	Total Amount
Construction Duration	19.00				
Preconstruction Services					\$ 12,000.00
Construction Phase Services					4.00%
P & P Bond @ \$25 Million					\$ 170,000.00
Personnel					
Project Manager	10.00	MN	\$ 15,500.00	/MN	\$ 155,000.00
Superintendent	19.00	MN	\$ 13,500.00	/MN	\$ 256,500.00
Project Engineer	10.00	MN	\$ 9,800.00	/MN	\$ 98,000.00
Project Administrator	10.00	MN	\$ 4,000.00	/MN	\$ 40,000.00
Estimator / Purchasing Manager	4.00	MN	\$ 14,000.00	/MN	\$ 56,000.00
Safety Contractor	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Equipment					
Truck Project Manager	10.00	MN	\$ 1,000.00	/MN	\$ 10,000.00
Truck Superintendent	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Job Specific Equipment	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Facilities					
Mobilization / Demobilization	2.00	EA	\$ 5,000.00	/LSUM	\$ 10,000.00
Storage Trailer 20'	19.00	MN	\$ 110.00	/LSUM	\$ 2,090.00
Lease Rate for Modular Office	19.00	MN	\$ 950.00	/MN	\$ 18,050.00
Mod Ofc (1) Delivery/Return	1.00	LSUM	\$ 1,550.00	/LSUM	\$ 1,550.00
Office Furniture Budget	1.00	LSUM	\$ 850.00	/LSUM	\$ 850.00
Onsite Computer (Budget)	19.00	MN	\$ 125.00	/MN	\$ 2,375.00
IPAD	39.00	MN	\$ 125.00	/MN	\$ 4,875.00
Utilities					
Temp Toilet	19.00	MN	\$ 550.00	/MN	\$ 10,450.00
Temp Electric Service	3.00	EA	\$ 2,500.00	/EA	\$ 7,500.00
Temp Electric Service - Spider	5.00	EA	\$ 800.00	/EA	\$ 4,000.00
Temp Electricity Usage	58,000.00	SQFT	\$ 0.16	/SQFT	\$ 9,280.00
Mobile Phone PM	10.00	MN	\$ 125.00	/MN	\$ 1,250.00
Mobile Phone Superintendent	19.00	MN	\$ 125.00	/MN	\$ 2,375.00
Mobile Phone Project Engineer	10.00	MN	\$ 125.00	/MN	\$ 1,250.00
Internet	3.00	MN	\$ 100.00	/MN	\$ 300.00
Temp Water	1.00	LSUM	\$ 1,200.00	/LSUM	\$ 1,200.00
Project Start/Maintenance/Travel					
Owner/Arch & GC Sign	1.00	LSUM	\$ 950.00	/LSUM	\$ 950.00
SWPPP	1.00	LSUM	\$ 2,500.00	/MN	\$ 2,500.00
SWPPP Inspections	38.00	EA	\$ 250.00	/MN	\$ 9,500.00
Employee Shuttle	3.00	MN	\$ 3,000.00	/MN	\$ 9,000.00
Employee Parking	3.00	MN	\$ 3,000.00	/MN	\$ 9,000.00

I. ADDITIONAL INFORMATION

CM/GC PROJECT MANAGEMENT PHASE BREAKDOWN



CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



KICK-OFF MEETING/SET-UP

Project set-up and clear lines of communication and goals are established.

	What Happens	Responsibility	Deliverables	Approvals
OAC MEETINGS	Identify Key Stakeholders and approval process.	PCMC Leads	List of Participants Meeting Schedule	PCMC Users/Stakeholders
	Identify OAC meeting dates	Ascent Leads	Communication Plan (See Below) Approval Process	Method Studio
	Project Schedule	Ascent Leads		Consulting Engineers
	Gather background data	Method Studio Leads		Ascent
	Identify risks and constraints	Ascent Leads		
COMMUNICATION	Communicates vision and goals for project	PCMC Communicates Method Studio Captures Data		
	Create general awareness about upcoming construction	Ascent Leads PCMC Supports		
	Establish who gets what information and when	Ascent Leads		
	Gather input on communication schedule and preference from users	Ascent Leads		
BENEFIT	Establish decision-making processes, methods for resolving conflict and escalating issues as well as on-site emergency protocol	Ascent Leads		
	Team will pro-actively use the communication plan and available technologies to ensure the right project information is getting to the right audience at the right time.			



CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



PROGRAMMING

Identify and develop options based on scope and budget. Phase ends with the selection of one option to be further defined.

	What Happens	Responsibility	Deliverables	Approvals
PROGRAMMING GOALS	Develop design options identifying key site utility, and building PCMC relationships	Team	Concepts- all options	PCMC
	Diagrammatic floor and stacking plans		Selection Options-	Users/Stakeholders
	Determine space programming requirements		developed into	Method Studio
	Confirm program meets site constraints		Programming Document	Engineering Consultants
CONTROLS & LOGISTICS	Sustainability goals and features, building systems need; and seismic, accessibility, environmental, architectural, and hazardous materials issues		Special Reports (soils, asbestos, air quality, etc.)	Ascent
			Preliminary Outline Schedule	
			Benchmark Estimate	
	Risk Mitigation. Identify potential project risks and contingencies	Kelly Rasmussen		
	Budget. Develop preliminary budget and cost model	Tom Thiede		
	Funding. Communicate funding plan	PCMC		
	Schedule. Preliminary Summary Critical Path Schedule	Kelly Rasmussen		
	Reviews. Conduct stakeholder interviews and charrettes	Method Studio		
	Logistics. Develop preliminary site plan	Kelly Rasmussen		
	Administration. Weekly OAC Meetings	Kelly Rasmussen		
BUILDING PROGRAM	Jurisdictional. Determine special studies required. (Soils, etc.)	Method Studio Kelly Rasmussen		
	Outreach. Outline community and building outreach plan	Ascent/Method Studio/ PCMC		
	Building. Conduct user interviews, reconcile program with space guidelines, establish stakeholder representatives	Method Studio		
	Site. Confirm design criteria and site guidelines	Method Studio		
	O&M/MEP. Confirm design guidelines and prepare draft basis of design	Method Studio		
	Life Safety/ADA. Select and define specific systems	Method Studio		
	Structural. Perform peer review	TBSE Structural Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



SCHEMATIC DESIGN (SD)

Scope, budget and schedule are set

	What Happens	Responsibility	Deliverables	Approvals
SCHEMATIC DESIGN GOALS	Team commits to project parameters, including scope, schedule and budget	Team	100% SD documents	PCMC
	Design-build team fosters an informed decision making process regarding project risks deciding approach, plan and execution of risk management activities			
CONTROLS & LOGISTICS	Develop a budget		Project budget (within FLCC)	Users/Stakeholders
	Sustainability features are defined. Confirm target savings for water use and utilities. Identify preliminary loads and connection points		Sustainability goals, if any	Method Studio
			Project schedule	Consulting Engineers
	Risk Mitigation. Refine list of potential project risks and contingencies	Kelly Rasmussen		Ascent
	Budget. Review SD drawings and develop final project budget	Tom Thiede		
	Funding. Finalize funding plan	PCMC		
	Schedule. Establish baseline time-line schedule	Kelly Rasmussen		
	Reviews. Prepare review documents	Method Studio		
	Logistics. Finalize preliminary site logistics plan	Kelly Rasmussen		
	Administration: Weekly OAC Meetings	Team		
BUILDING PROGRAM	Jurisdictional. Complete architecture and site approval package, preliminary jurisdictional review	Ascent		
	Outreach. Define community and building outreach plan	Ascent/Method Studio /PCMC		
	Building. Confirm SD meets requirements	Method Studio		
	Site. Develop 100% SD drawings with PCMC approval	Method Studio		
	O&M/MEP. Select and define specific systems	Method Studio		
	Life Safety/ADA. Further define specific systems	Method Studio		
	Structural. Determine seismic performance and peer review	TBSE Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES

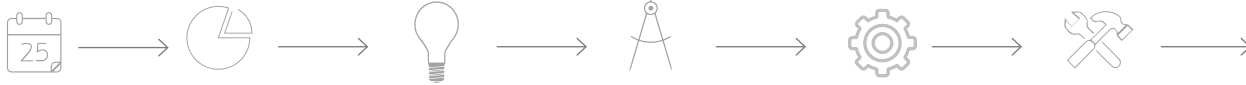


DESIGN DEVELOPMENT (DD)

Detailed design and coordination documents

	What Happens	Responsibility	Deliverables	Approvals
DD GOALS	Develop drawings with a clear, coordination description of every aspect of scope	Entire Team	100% DD documents	PCMC
	Design and coordinate major elements, including equipment, fire protection, mechanical, electrical, structural, telecommunications, and plumbing systems		DD construction estimate	Users/Stakeholders
	Prepare elevations and plans		GMP with adequate contingency-Reconcile to design approval)	Method Studio
	Define key sustainability features. Verify design meets goals, perform applicable life cycle cost analysis, etc.		Project schedule update	Engineering
	Calculate capital and life cycle costs for components and consider costs and savings		Value of components for early approval (demolition, steel, exterior, etc.)	Consultants
	Schedule will allow adequate time for turnover			Ascent
	Additions to scope in this phase may require reduction or elimination of other scope items, delay or budget impact			
CONTROLS & LOGISTICS	Design and construction costs are clarified to inform the DD phase estimate			
	Risk Mitigation. Update list of potential project risks and contingencies	Kelly Rasmussen		
	Budget. Reconcile DD budget to SD estimate and develop preliminary GMP with adequate contingency to finalize design	Tom Thiede		
	Funding. Review funding plan	PCMC		
	Schedule. Review/Update time line	Kelly Rasmussen		
	Reviews. Conduct stakeholder interviews/charrettes	Method Studio		
	Logistics. Update preliminary site plan	Kelly Rasmussen Paul Lindsay		
	Administration/Marketing: Call preferred subcontractor/supplier lists; Weekly OAC Meetings	Ascent/Method Studio / PCMC		
BUILDING PROGRAM	Jurisdictional. Prepare update with DD plans	Method Studio		
	Outreach. Refine community outreach plan	Ascent/Method Studio / PCMC		
	Building. Refine furniture, keying/access control, telecom, A/V, lighting, and signage	Method Studio		
	Site. Develop 100% DD drawings	Method Studio		
	O&M/MEP. Develop 100% DD package based on approved drawings	Method Studio		
	Life Safety/ADA. Develop 100% DD package based on approved drawings	Method Studio		
	Structural. Incorporate peer review comments	TBSE Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



CONSTRUCTION DOCUMENTS (CD)

Detailed drawings to bid, permit and construct the project

	What Happens	Responsibility	Deliverables	Approvals
CD GOALS	Consultants produce contract drawings, including final drawings and specifications for components and systems Ascent is responsible with subcontractors for constructability, drawing coordination, and confirming budget Changes in scope or program will likely impact budget and schedule requiring reduction or elimination of other scope as well as additional review by PCMC PCMC review of drawings and specifications Seismic peer review Detail and coordinate sustainable components as part of building systems and utilities plans	Entire Team	100% Contract Documents Final GMP (reduced contingency 2%) Project schedule update Final construction management plan	Park City Municipal Corp. Users/Stakeholders Method Studio Ascent
	Risk Mitigation. Identify potential project risks and contingencies	Kelly Rasmussen		
	Budget. Finalize GMP (95-100% CD)	Tom Thiede		
	Schedule. Finalize construction time line	Kelly Rasmussen		
	Reviews. Prepare review documents	Method Studio		
	Logistics. Final site plan	Kelly Rasmussen Paul Lindsay		
	Administration/Marketing: Review subcontractor bid lists. Administration: Weekly OAC Meetings	Tom Thiede PCMC		
CONTROLS & LOGISTICS	Jurisdictional. Submit to City for plan check	Method Studio Kelly Rasmussen		
	Outreach. Refine community and building outreach plan	Ascent/Method Studio /PCMC		
	Building. Finalize furniture, keying/access control, telecom, A/V, lighting, and signage	Method Studio		
	Site. Complete 100% CD drawings/specifications	Method Studio		
	O&M/MEP. Complete 100% CD drawings/specifications package based on approved drawings	Method Studio		
BUILDING PROGRAM	Life Safety/ADA. Develop 100% CD package based on approved drawings	Method Studio		
	Structural. Complete final peer review	TBSE Engineers		

CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



PERMITTING

Submit to Jurisdictional Authorities for Review and Permits

	What Happens	Responsibility	Deliverables	Approvals
PERMITTING GOALS	Ascent mobilization and site preparation	Entire Team	100% Permit Documents	Jurisdictional agencies
	Method Studio facilitates permit process		Final GMP (reduced contingency)	
	Method Studio leads communications with jurisdictional agencies using project team as necessary		Project schedule (update with permit impacts)	
	Method Studio coordinates comments and resolves permit issues		Construction permits	
	Ascent is responsible for obtaining individual systems permits		Final Logistics plan with user approval	
			Update Interim Life Safety Plan for occupied facilities on-site	
CONTROLS & LOGISTICS	Risk Mitigation. Potential risks have been identified and a mitigation plan is in place	Kelly Rasmussen		
	Budget. Bid remaining trades, if any; incorporate permit comments in final budget	Rick Sandberg		
	Schedule. Complete final critical path	Kelly Rasmussen		
	Reviews. Final plans provided to technical team for reference only	PCMC		
	Logistics. Review final site plan with users	Kelly Rasmussen Paul Lindsay		
	Administration: Weekly OAC Meetings	Team		
	Jurisdictional. Obtain permits	Method Studio		
	Outreach. Communicate final logistics to effected residential neighbors, businesses and users	Ascent/Method Studio /PCMC		
BUILDING PROGRAM	Building program is complete and incorporated into final drawings	Method Studio		

Ascent uses Procore software to manage construction projects efficiently and effectively.

PROJECT MANAGEMENT SOFTWARE BENEFITS:

Mobility. With Procore's mobile apps for smart phone and tablets, the office is as mobile as a personal device. Real time project data at the fingertips of the entire team so we can actively manage projects from any location.

Increased Collaboration & Efficiency. When project team members can archive and track emails, contracts, drawings, daily logs, RFIs, submittals, and punch items from their mobile devices, we can answer any project-related question instantaneously. Diagnose problems in real time and resolve them quickly to maximize efficiency and drastically increase project margins.

Real Time Visibility Into Project Health. Procore provides key stakeholders 24/7 visibility into project health from bidding to closeout. Analyze project performance in detail to identify risks before they impact the overall success of the project or future projects.

Increased Accountability. Every time a contract adjustment is made, a commitment is entered, or a change order is submitted, it's tracked. This allows Kelly Rasmussen to keep the team on the same page, avoiding potential delays and rework.

Risk Avoidance. Everything accomplished is tracked and archived, from email chains and RFIs, to change order approvals and daily logs. User-change history is archived, holding all team members accountable at every stage of construction.



CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



CONSTRUCTION

Construct safely per plan and specifications

	What Happens	Responsibility	Deliverables	Approvals
CONSTRUCTION GOALS	Ascent conducts weekly on-site OAC Meetings with PCMC, Method Studio, and others	Entire Team	Rolling five (5) week schedules	Jurisdictional agencies PCMC
	Project Manager, Kelly Rasmussen reports on submittals status, budget and schedule; resolving any field conflicts with drawings		RFI's, submittals, and change requests logs	
	Kelly sets agenda and documents decisions and outcomes		A&E site observations	
	Paul Lindsay, Superintendent, reports on safety program, site logistical concerns and provides weekly updates to schedule		Punch list	
	Paul coordinates delivery and installation and facilitates the inspection process		Letter of Substantial Completion	
	PCMC, users and technical team are copied on OAC meeting minutes to assist in resolving field issues		Signed-off permits (final inspections)	
	PCMC and Method Studio help route relevant submittals and RFI's to user and technical team for review			
CONTROLS & LOGISTICS	Risk Mitigation. Continue to mitigate risks during construction	Kelly Rasmussen		
	Budget. Track costs and report weekly	Kelly Rasmussen		
	Schedule. Track and report weekly on overall progress	Kelly Rasmussen		
	Rolling five week schedules	Paul Lindsay		
	Reviews. Construction walk-throughs as needed; submit reviews as required	Method Studio PCMC		
	Logistics. Notify stakeholders of changes	Kelly Rasmussen Paul Lindsay		
	Administration: Weekly OAC Meetings Weekly Sub-Contractor Meetings and safety meetings	Team		
	Jurisdictional. Conduct Inspections	Jurisdictional Auth.		
	Outreach. Maintain communication with residential neighbors, surrounding businesses and users	Ascent/Method Studio/PCMC		

CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



TURNOVER/CLOSEOUT

Facilitate Occupancy and Administrative Financial Closeout

	What Happens	Responsibility	Deliverables	Approvals
TURNOVER	Turnover of building systems	Entire Team	Certificate of Occupancy Turn-Over Documents Complete Interim Life Safety Plan	Jurisdictional agencies
	Furnishing and outfitting facility for occupancy			
	Turnover team meets regularly to ensure transition of building			
	Users work with team to plan occupancy tasks, including phone/data, card access, security, signage, audio/visual and furniture installation			
	Move: planning and coordination			
CLOSEOUT	Facility is occupied	Entire Team	Completed punch list As-built drawings & O&M Manuals User and maintenance turnover letter(s)	Jurisdictional agencies PCMC Users and Technical Staff Building Principal Occupants
	Maintenance responsibilities begin			
	Warranties are in effect			
	Submit closeout documents			
	Complete jurisdictional, legal and contractual obligations			
	Reconcile of accounting/cost			
	Evaluate and report on project outcomes			
CONTROLS & LOGISTICS	Budget. Closeout project contracts and reconcile final project cost	Kelly Rasmussen		
	Schedule. Tracking and complete as promised	Kelly Rasmussen Paul Lindsay		
	Reviews. Training programs, organize turnover meetings, vendor proposals and contracts. Conduct post occupancy evaluation.	PCMC Paul Lindsay		
	Logistics. Demobilization and restore site	Paul Lindsay		
	Administration: Submit complete as-built drawings	Method Studio Kelly Rasmussen		
	Jurisdictional. Acquire final occupancy Submit Certificate of Occupancy	Kelly Rasmussen		

Agreement Between
Owner and Construction Manager
where the Construction Manager is also
THE CONSTRUCTOR

AGREEMENT

made as of the _____ day of _____, 2019

BETWEEN the Owner:

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, Utah 84060-1480

and the Construction Manager (CMAR):

ASCENT CONSTRUCTION

310 West Park Lane
Farmington, UT 84025

The Project is:

Woodside Park Phase 2 Construction
1361 Woodside Avenue
Park City, UT 84060

The Architect is:

Method Studios, INC.
360 W. Aspen Avenue
Salt Lake City, UT 84101

The Owner and Construction Manager agree as set forth below:

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ARTICLE 1

GENERAL PROVISIONS

1.1 GENERAL INTENT OF THE AGREEMENT, RELATIONSHIP OF PARTIES AND PERFORMANCE STANDARDS

1.1.1 General Intent of the Agreement. The general intent of this Agreement is for Owner to retain a highly skilled and competent construction manager at risk, who shall be loyal to Owner; provide sound, accurate, reliable and complete information, guidance, costing and advice to Owner and its Architect; and utilize the highest degree of knowledge, skill, judgment, experience and expertise in the construction industry to help Owner design and build the Project on time and within the construction budget.

1.1.2 The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager, and other persons or entities employed by the Owner for the Project.

1.1.3 Independent Contractor. CMAR is an Independent Contractor and is not an agent or employee of Owner or Agent in performing the Work. Except as otherwise provided herein, CMAR shall maintain complete control and responsibility over its own employees, agents and operations and those of its Subcontractors, Suppliers/Vendors and their respective employees and agents. CMAR hereby accepts complete responsibility as a principal for its agents, Subcontractors, Suppliers/Vendors, their respective employees, agents and Persons acting for or on their behalf, and all others CMAR hires to perform or assist in performing the Work.

1.1.4 Relationship of Trust and Confidence with Owner. CMAR shall work in a relationship of trust and confidence with Owner. CMAR accepts the relationship of trust and confidence with Owner established by this Agreement and covenants to fully cooperate with Owner, Owner's Representatives and Architect and to perform its Work in a professional manner.

1.1.5 If any of the work performed by CMAR in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then CMAR shall immediately repair or correct the work at no additional cost to City.

1.2 GENERAL CONDITIONS

The General Conditions of the Contract shall be the 2007 Edition of AIA Document A201, General Conditions of the Contract for Construction, as amended, which is incorporated herein by reference (hereinafter it is referred to as “AIA Document A201, as amended”). The term “Contractor,” as used in the original AIA Document A201, has been changed to “Construction Manager.”

1.3 CMAR’S PERFORMANCE STANDARDS; GENERAL SCOPE.

1.3.1 Performance Standards. CMAR shall use the highest degree of skill, judgment and resources in performing the Work, shall use its own means and methods consistent with sound and prudent construction practices, applicable laws, rules, regulations, industry standards; and shall perform all Work in strict accordance with the Agreement. CMAR shall furnish efficient business administration and superintendence and shall perform the Work in the most efficient, expeditious and economical manner consistent with the Agreement, Owner's procedures, and in the best interest of Owner.

1.3.2 Standards of Workmanship. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, water lines and landscaping), those specifications shall provide the benchmark for determination of acceptability.

1.3.3 General Scope. The services that CMAR shall provide to Owner are not limited to those described or specified in this Agreement, and the services that are described or specified in this Agreement shall not be deemed to constitute a comprehensive specification having the effect of excluding other services not specifically mentioned herein. Generally, CMAR shall be obligated to perform all services ordered, authorized or directed in an Owner Approved Guaranteed Maximum Price (GMP) or through an Agreement Modification. Without limiting the general scope described above, CMAR shall perform the following services, which are more specifically described throughout the Agreement:

1. Pre-Construction Services. CMAR will work cooperatively with Owner in performing the Pre-Construction Services contemplated in this Agreement attached and incorporated herein as Exhibit B. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by a GMP: confirm the constructability of the Project; validate the established construction budget; propose and cooperate with the Owner in developing the GMP; prepare and provide reliable and accurate cost estimates and data to the Owner during the design phase of the Program to assure that the Project and each Component is designed and is constructible, and can be built within the construction budget; propose a Project Control Schedule for the construction of the overall Project consistent with Owner's Program objectives; propose and cooperate with

the Owner in developing the individual GMP schedule, GMP scope of Work and special terms and provisions applicable to each GMP; provide prudent value engineering and cost saving measures to facilitate completing the Project at or under the construction budget; investigate the Project Site; make prudent recommendations to Owner for the integration of the new Work into the existing facilities; and, provide the Pre-Construction Services contemplated in this Agreement.

2. General Conditions Services. CMAR will work cooperatively with Owner in performing the general conditions services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by a GMP: maintain and update the Project Control Schedule; prepare Cost Control Reports and, provide the other general conditions services identified in this Agreement. General conditions services shall be incorporated into each GMP.

3. Construction Services. CMAR will work cooperatively with the Owner in performing the Construction Services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by GMP: build and construct the Project and each physical Component of the Project within the approved GMPs, construction budget, applicable GMP Control Schedules and in accordance with the Agreement and Owner's Program objectives; provide supervision and construction management services, cost controls, schedule management and updates, Project coordination and coordination of Subcontractors and Suppliers; compile and propose estimates for change orders; and, provide the Construction Services identified in this Agreement.

4. Comply with All Laws. In providing its services hereunder, CMAR agrees to comply at its own expense with all applicable laws of the United States of America, the state of Utah, Park City and other local authorities, and lawful rules and regulations promulgated by their authority and all applicable lawful rules, regulations and ordinances of Park City now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire and building codes.

1.4 REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

The CMAR represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Title 3 of Park City Municipal Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach

any of the ethical standards set forth in City's conflict of interest ordinance, Title 3 of Park City Municipal Code.

1.5 EXTENT AND INTERPRETATION OF AGREEMENT.

1.5.1 This Agreement shall not be superseded by any provisions of the Construction Documents and may be amended only by written instrument signed by both Owner and CMAR indicating a clear intent to change the terms of this Agreement. Construction Documents shall be construed in a harmonious manner with this Agreement, whenever possible.

1.5.2 If any ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the parties.

1.5.3 This Agreement and the Construction Documents shall be considered together, so that any part of the work shown or described on the plans, though not specifically referred to in the specifications or elsewhere in the documents, and any work described or referenced in the specifications or other document, but not shown or described on the plans, shall be executed by CMAR, as well as any Work that, in the opinion of Owner, may be fairly inferred from the specifications, plans, this Agreement or by normal industry practice.

1.5.4 Detail plans shall take precedence over general plans for the same part of the Work. Specifications and detail plans that are prepared or approved by Owner after Owner Approval of a GMP shall be deemed part of such specifications and plans if their requirements may be fairly inferred from the original specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the GMP Substantial Completion Dates or Final Completion Dates.

1.5.5 ORDER OF PRECEDENCE. In the event of a conflict in connection with this Agreement and/or the Construction Documents, more stringent requirements shall apply if the conflict cannot be resolved by applying the following Order of Precedence:

1. Agreement Modifications
2. GMP and GMP Modifications
3. Executed Agreement
4. Supplemental conditions (if any, issued for self-performed Work)
5. Bid addenda (if any, issued for self-performed Work)
6. Specifications and drawings. Drawings take precedence over specifications as to

quantity and location. Specifications take precedence over drawings as to quality of materials and workmanship.

7. Unit price schedules contained in a GMP
8. Instructions to bidders and all information required from bidders (if any issued for self-performed Work)
9. Invitation to Bid (if any issued for self-performed Work)
10. Measurements by scale

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article.

2.0 GENERAL

2.0.1 GENERAL. The CMAR's services shall be those necessary and appropriate to the successful completion of the Program in a timely and cost-effective manner and shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Unless otherwise provided in this Agreement, or as otherwise agreed in writing between Owner and CMAR, the form and content of all systems, reports, forms and regular submittals by CMAR to Owner shall be subject to Owner Approval, and CMAR shall submit such materials to Owner through the Owner's Representative prior to implementation. Owner Approval shall not limit Owner's right to require reasonable changes or additions to approved systems, reports, forms, and regular submittals by CMAR to Owner. The CMAR acknowledges that it is not entitled to receive any Work under this Agreement. The CMAR hereby waives all claims for anticipated profits and all claims based upon the Owner's decision to not proceed with the Program, any GMP or any portion thereof.

2.0.2 SCOPE OVERVIEW. CMAR will work cooperatively with the Owner in performing the services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall as authorized or directed by Owner; maintain and update the Project Control Schedule; prepare Cost Control Reports; prepare and maintain a Project Manual; and, provide the other general conditions services identified in this Agreement. General Services shall be incorporated into each GMP, and also into a separate GMP for project-wide General Services.

2.0.3 OWNER APPROVAL. CMAR will proceed with the Work set forth in a GMP only after Owner Approval of the GMP. Owner's signature on the GMP constitutes Owner Approval of the GMP and Notice to Proceed on the terms specified in the GMP.

2.0.4 A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, permits, construction problems and recommendations, and plans for the succeeding month.

2.1 PRECONSTRUCTION

2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.1.1 Scope. In addition to any other services to be performed during the pre-construction phase as may be specified elsewhere in this Agreement, the CMAR shall provide all management, supervision, labor, services, equipment, tools, supplies and any other item of every kind and description required to provide comprehensive pre-construction services, including, attending design meetings, suggesting value engineering options, preparing detailed CPM schedules and detailed estimates, conducting design and constructability reviews, conducting pre-bid meetings, bid interviews, managing all bidding and negotiations with all subcontractors and Suppliers and all other services required by the Owner for establishing GMP Proposals to cover all Project Components and conducting all necessary coordination with contractors and consultants.

2.1.1.2 Preliminary Evaluation. The CMAR shall become thoroughly familiar with the site and conditions surrounding the site and document the conditions observed on the site with photos or videos. The CMAR shall review with the Owner and Architect, the site data such as access, location of services, public safety, security, surveys, soils information, and other relevant information related to the Program and carrying out the Work. The CMAR shall be responsible for the proper identification and location of all existing utilities, services and other underground facilities that may impact the Program. The CMAR shall participate in a kick-off meeting with Owner to establish rapport and develop a common appreciation of the goals of the Program.

2.1.2 CONSULTATION

The Construction Manager, with the Architect, shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and the

Architect regarding site use and improvements and the selection of Materials, building systems, and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or Material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or Materials, preliminary budgets, and possible economics.

2.1.2.1 Design Review and Recommendations

1. The CMAR shall participate in all design review meetings with the Owner that may be scheduled. For each design submittal, the CMAR shall review the design documents for clarity, consistency, constructability, construction feasibility and practicality, and identification of errors, omissions, conflicts and apparent defects and coordination of documentation.

2. The CMAR shall follow the development of design through final Construction Documents, reviewing the in-progress Schematic Design Documents and Design Development Documents, and familiarize itself thoroughly with all construction documents related to the Program, involving all required disciplines, including without limitation the evolving architectural, civil, mechanical, plumbing, electrical, information technology, and structural plans and specifications, as well as all other drawings and data related to the Program prepared by the Architect. The CMAR shall analyze the design for constructability, including construction feasibility and practicality, and alternative materials/methods.

3. The CMAR shall assist and advise the Owner in exploring potential value engineering, alternative approaches, materials and systems to minimize total construction and operation costs, or to enhance the quality of the Project or any Components thereof.

4. The CMAR shall continuously monitor the impact of proposed design on the Program and GMP schedules and recommend adjustments in the design documents or construction bid packaging to ensure completion of the Program and GMPs in the most expeditious manner possible.

2.1.2.2. Within 14 calendar days of receipt of each design submittal, or within other such time set forth in the Program Schedule or GMP Schedule, the CMAR shall submit a written report to the Owner identifying any apparent ambiguities, defects or conflicts in the design, plans and specifications or other documents, use of illegal or restrictive requirements, overlap between the trade contracts, omissions, lack of correlation between plans and any other deficiencies so that the Architect may arrange for necessary corrections. The report shall also provide advice on site use and improvements, selection of materials, building systems and equipment, methods of Project delivery, permitting, phasing and subdivision of the Work, recommendations on relative

feasibility of construction methods, potential value engineering and alternative materials, availability of materials and labor, time requirements for procurement, installation and construction and factors related to changes in the Work including, the costs of alternative designs and materials and possible economies and all comments related to the design review. The report shall also address the suggestions and/or recommendations previously submitted, additional suggestions or recommendations, as it may deem appropriate.

2.1.2.3 At completion of the CMAR's review of the 100% submittal for a Component, or other design phase submittal that is used for bidding, except only as to specific matters as may be identified by appropriate comments pursuant to this section THE CMAR CONFIRMS THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE BASED ON STANDARDS EXPECTED IN THE INDUSTRY. THE CMAR FURTHER CONFIRMS THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS SUBCONTRACT BID PACKAGES ARE CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME AND BUDGET. THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE. The owner is expressly relying on the skill and expertise of the Architect to produce accurate, practical, consistent and constructible plans and specifications.

2.1.3 PRELIMINARY PROJECT SCHEDULE

1. When Project requirements described in Subparagraph 3.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the Services and activities of the Owner, Architect, and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long lead time procurement, and Owner's occupancy requirements showing portions of the Project having occupancy priority. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

2. Procurement activities shall be included for all Components to reflect durations for contracting, submittal and shop drawing preparation, CMAR review, Architect and Owner review, and fabrication and delivery. Activities shall be included for samples, mock-ups, color selections, testing and inspections, construction clean-up, final clean-up, preparation and completion of CMAR's Punch list, and preparation and completion of Owner's Punch list.

3. The CMAR shall incorporate into its schedule the Work and procurement activities of all contractors and subcontractors, including, but not limited to the utility providers. Such Work shall logically be tied to CMAR's activities so as to accurately represent total GMP progress.

4. Upon review and acceptance by Owner of any GMP schedule, such schedule shall be deemed part of this Agreement. The CMAR shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise Owner of any delays or potential delays.

5. Following development and submittal of the Construction Schedules described above, the CMAR shall, submit with each monthly payment application, or at such earlier intervals as circumstances may require, updated and/or revised progress schedules to show the actual progress of the Work performed, variance from scheduled completion dates, the occurrence of all events that have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original Construction Schedule, and all updates and/or revisions thereto as reflected in the updated and/or revised Construction Schedule last submitted prior to submittal of each such monthly update and revision. The CMAR shall prepare and incorporate into the schedule, the following schedules for the GMP:

6. Pre-Bid Schedules. The CMAR shall prepare a Construction Schedule for the Work encompassed in each bid scope. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid scope as a framework for contract completion by the successful bidder, shall show the interrelationships between the Work of the successful bidder and that of other subcontractors for the applicable GMP.

7. Subcontractor Construction Schedules. Upon the award of each subcontract, the CMAR shall jointly with the Subcontractor, develop a schedule that is more detailed than the pre-bid schedule included in the specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Subcontractor. The Subcontractor construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop plan schedules and material delivery schedules. All Subcontractor schedules shall be integrated into, made a part of and conform to the GMP schedule.

2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and the Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of

the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economics, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES

2.1.5.1 When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect, and Construction Manager.

2.1.5.2 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and the Architect.

1. Initial Program and GMPs Estimates. Within 45 calendar days after the effective date of this Agreement, the CMAR shall prepare an estimate for the Program. In addition, the CMAR shall prepare an estimate for each individual GMP, as requested by the Owner.

2. Project Estimate Updates. The CMAR shall prepare budgeting, estimating and pricing appropriate to each level of design for the Program and the GMP, with increasing level of detail as the design progresses. The CMAR shall assist the Owner in achieving the Program and the GMP budget requirements and other design parameters. The CMAR shall provide construction budget evaluations of alternative materials and systems. The CMAR shall provide input to the Owner on clarifications needed to reduce allowances for contingencies. The CMAR shall work with the Owner to reconcile any inconsistencies in the estimates.

3. Construction Document Estimates. The CMAR shall continue to review and refine the estimates as Construction Documents are completed and advise the Owner immediately if it appears that the Program or the GMP cannot be completed within the budget or schedule.

2.1.5.3 The CMAR shall make written recommendations to the Owner with respect to phasing and subdividing the Work in such manner as will permit the CMAR to complete the Work within the Program budget and schedule. The evaluation shall include recommendations for options to fast track the Program, or certain parts thereof, to achieve earlier completion of the Program. The CMAR shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner. The CMAR shall take such measures as are

appropriate to provide that all construction requirements for the Program will be covered and that the separate construction subcontracts will be without duplication or overlap, and will be sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid scope clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors. The CMAR shall obtain Owner Approval of the proposed phasing and subdivision of the Work for each GMP before proceeding with any procurement or performance of the Work.

2.1.5.4 The CMAR shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Program. The CMAR shall be responsible to stimulate bidder interest in the local, and regional market place, and to identify and encourage bidding competition, including utilization of all Owner subcontractor and vendor lists.

2.1.5.5 The CMAR shall advise and assist the Architect in dealing appropriately and complying with all applicable laws and regulations, including local building departments, local utilities, communications, and other infrastructure issues. The CMAR shall represent the Owner with these entities only if requested by the Owner. The CMAR shall assist the Owner with interfacing, as necessary, with any federal, State or local agencies with jurisdiction over the Program or any portion of the Project.

2.1.5.6 Cost Status Report presenting the budget, estimate, and baseline costs (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Agreement Modifications for each subcontract that, when added to the base-line costs, will become the revised costs. Pending Agreement Modifications will also be specifically identified and incorporated into the Cost Status Report to illustrate the total estimated probable cost to complete the Program and the GMP.

2.1.5.7 Payment Status Report showing the value in place (both current and cumulative), the amount invoiced to CMAR (both current and cumulative), the amount paid by the CMAR to date, the retainage, the amount payable (both current and cumulative), and the balance remaining.

2.1.5.8 Detailed Status Report showing the complete activity history of each item in the Program and each GMP accounting structure. It shall include the budget, estimate and base-line costs figures for each subcontract. It shall give the Agreement Modification history including Agreement Modification numbers, description, proposed and approved dates, the proposed and approved dollar amounts and detailed reasons for the Agreement Modification, and parties responsible. It shall also show all pending or rejected Agreement Modifications. The payment history shall include the date, value-in-place, retainage, and accounts payable

2.1.5.9 Report on Construction Contingency, reconciling the Construction Contingency in each GMP, showing the initial amount in both the CMAR's Contingency and the Owner's Contingency, along with an itemization of expenditures charged to the respective contingencies .

2.1.6 SUBCONTRACTORS AND SUPPLIERS

2.1.6.1 In procuring subcontractor and supplier contracts, Construction Manager shall utilize competitive bidding practices in accordance with Utah Code Annotated §§ 11-39-101 to -107 and the Park City Contracting and Purchasing Policy. Prior to procuring subcontracts and supplier contracts, the Construction Manager shall develop a procurement plan, for review and approval by the Owner, outlining how the Construction Manager will conduct the competitive bidding process. The CMAR shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

2.1.6.2 If written approval is granted to subcontract a part of this contract the CMAR shall require each subcontractor that physically performs services within Utah to submit an affidavit to the CMAR stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee.

2.1.6.3 The CMAR shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The CMAR shall submit lien waivers for each pay release.

2.1.6.4 If the City reasonably believes that CMAR has failed to pay Subcontractors, material men, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the CMAR, either pay unpaid bills or withhold from the release of CMAR's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

2.1.6.5 All subcontracts shall be competitively awarded to the lowest qualified, responsible and responsive bidder subject to Park City's local bidder preference and contract policy. The CMAR shall generally follow the Owner's standard procedures for the procurement of construction services, unless the Owner directs that an alternative basis of award is in the best interest of the Owner. In the event CMAR recommends award of a subcontract to a bidder that is not the lowest bid, CMAR shall explain the reasons for such recommendation and obtain Owner Approval prior to awarding such subcontract. The CMAR and its related entities, such as parent corporations, subsidiaries, affiliates, joint venture partners, or other entities with common ownership or

management, may submit bids and proposals to self-perform the Work as long as the CMAR meets the other requirements for self-bidding, as set forth below, and in PERFORMANCE OF WORK AND SUBCONTRACTS. The CMAR shall prepare the invitations for bids, requests for proposals and assemble all bid documents and contract documents for each subcontract. All solicitations shall specifically state that no contractual relationship will be created with the Owner. Specifically, in connection with procurement of subcontracts, the CMAR shall:

1. Develop proposed pre-qualification criteria, which shall include the subcontractor's financial stability and financial condition, the availability of adequate fixed and liquid assets and equipment to properly perform the subcontract, past performance, bonding capacity, safety record, and the experience and qualifications of the key personnel.
2. Submit the proposed pre-qualification criteria and proposed selection process for Owner Approval.
3. Publicly advertise the Request for Qualifications that includes all of the pre-qualification criteria and the selection process.
4. Open and evaluate all statements of qualifications in accordance with the published notice.
5. Submit the proposed list of pre-qualified subcontractors for Owner's review. Owner will have five (5) business days to notify CMAR of denial of any subcontractor.
6. Conduct a pre-bid conference with prospective bidders, the Architect, and the Owner. In the event that questions are raised that requires an interpretation of the Bid Documents or otherwise indicates a need for a clarification or correction of the invitation for bids, the CMAR shall coordinate the preparation of an addendum to the Bid Documents with the Architect. The addendum shall be the medium for making any clarifications or corrections to the Bid Documents and will be issued to all of the prospective bidders
7. Solicit bids or proposals only from the pre-qualified subcontractors or Suppliers, or, in the event the Notice allows for qualification during the solicitation period,
8. Analyze and evaluate the bids and proposals and their relationship to the budgeted and estimated amounts, and prepare a bid tabulation analysis and such other support data as necessary to document the comparison of the various bids, their responsiveness to the Bid Documents, and the basis for the CMAR's recommendation, including an explanation if the CMAR recommends award to any entity that is not the apparent lowest bidder,

9. Present the bid results, analysis and related documentation for Owner review. Owner will have five (5) business days to object to CMAR recommendation.
10. Ensure that Work shall not commence until Owner Approval of the GMP is obtained.
11. Ensure that related entities, such as parent companies, affiliates, subsidiaries, or other entities having common ownership or management with that of a Subcontractor are prohibited from submitting competing bids or proposals and shall be disqualified for doing so.
12. SELF-PERFORMANCE OF THE WORK. Upon written consent of the Owner, the CMAR may use its own forces or related entities, such as parent corporations, affiliates, subsidiaries, joint venture partners, or other entities with common ownership or management, to perform a portion of the Work,. CMAR may be selected to perform the Work on a GMP if CMAR submitted the lowest bid or if the Owner deems it in Owner's best interest for CMAR to perform the Work. Sealed Bids must be submitted to the owner by 5 PM the day prior to the bid opening.

Self-performed Work will be paid in accordance with the CMAR's submitted bid if two other higher competitive bids have been received. If two other higher competitive bids have not been received, payment will be made in accordance with the CMAR's lump sum bid as long as the bid is within the applicable budget. For all self-performed Work, the CMAR acknowledges and declares that the Agreement is sufficient to enable the CMAR to complete the Work as shown in the Agreement or, if not specifically shown, to perform the activities that may be reasonably inferred as necessary for completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Agreement

2.1.6.6 The CMAR shall provide subcontractors with applicable portions of the Project Manual emphasizing their respective responsibilities for performance and the relationships of their Work with respect to other subcontractors and Suppliers. The CMAR shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall GMP schedule. The schedule shall include all phases of the construction Work, material supplies, long lead procurement, Architect Approval of shop drawings, Agreement Modifications in progress, and schedules for Agreement Modifications,. The CMAR shall review each Subcontractor's construction schedule and conformance with applicable documents to ensure that established completion dates will comply with overall GMP schedule requirements. The CMAR shall review the progress of construction of each Subcontractor, evaluate the percentage completion and compare actual progress to schedule, and determine and implement alternative courses of action that may be necessary to achieve timely and complete contract compliance by the Subcontractor.

The CMAR shall determine the effect on schedules of requested time extensions and require recovery schedules from subcontractors as needed.

2.1.6.7 The CMAR shall be responsible and accountable for the quality control of the Work including quality control testing and inspection. The CMAR shall review and supervise the Work of all subcontractors, safety and security plans, reviewing construction means, methods, techniques, sequences and procedures, shop drawings, and providing instructions to each when their Work does not conform to the requirements of the Construction Documents for the GMP. The CMAR shall continue to exert its influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. The CMAR shall receive copies of all claims or reports from the Owner relative to the performance or acceptability of the Work. Should disagreement occur between the CMAR and either the Owner or the Architect over acceptability of the Work and its conformance with the requirements of the Construction Documents of the GMP, the Owner and or Architect shall be the final judge of performance and acceptability, and noncompliant Work shall be corrected accordingly. The Owner may employ an independent firm for verification testing of the quality control testing. The CMAR will exercise reasonable care and diligence in discovering and promptly reporting to Owner any defects or deficiencies in the Work.

2.1.6.8 The CMAR shall be the single point of interface with all of its Subcontractors and Suppliers, and there is no requirement that Owner or any of its agents or representatives, including the Architect, interface with such subcontractors and Suppliers. The CMAR shall negotiate all Subcontractor Change Orders, and other subcontract modifications with the affected subcontractors. The CMAR shall review the costs of all proposed Subcontract Change Orders and advise the Owner and Architect of their validity, basis for entitlement and reasonableness, acting in the Owner's best interest prior to requesting Owner and Architect Approval of each Subcontract Change Order from the Owner. Before any Work commences on any Subcontract Change Order, Owner and Architect Approval of the Subcontract Change Order is required. However, when health and safety are threatened, the CMAR shall act immediately to remove the threat to health and safety, seeking input from the Owner and Architect if reasonably possible. The CMAR shall also carefully review all shop drawings, submittals and samples and then, if acceptable, transmit them to the Architect. The Architect will transmit them back to the CMAR who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The CMAR shall maintain a document control system to promote expeditious handling. The CMAR shall forward to the Architect all requests for the interpretations of the plans or specifications requested by the subcontractors via submission of a Request for Information form (as provided in the Project Procedures Manual). The CMAR shall maintain a document control/correspondence log system to promote expeditious handling of all submittals and Requests for Information. The CMAR shall advise the Owner and Architect when timely response is not occurring on any of the above.

2.1.6.9 REQUIRED SUBCONTRACT PROVISIONS. In addition to subcontract provisions required in other parts of this Agreement, CMAR shall include in its contracts with subcontractors in connection with the Work the following:

1. Subcontractual Relations. By an appropriate written agreement, the CMAR shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CMAR and to assume toward the CMAR all the obligations and responsibilities assumed by the CMAR in the Agreement. Said Subcontractor agreements shall preserve and protect the rights of the Owner and Architect under the Agreement with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. The Subcontractor agreements shall also require the Subcontractor to assume toward the Owner all obligations and responsibility that the Subcontractor has to the CMAR in the event the Agreement is terminated and the Owner desires to assume the subcontract. Where appropriate, the CMAR shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

2. The CMAR shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Agreement to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed subcontract that may be at variance with the Agreement. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.1.6.10 Subcontract Requirements.

1. All subcontracts shall provide:

a. Limitation of remedy - no damages for delay - The Subcontractor's exclusive remedy for damages for delays in the performance of the subcontract caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or Architect and including claims based on breach of contract or negligence, shall be limited to an extension of the scheduled construction time and actual direct costs allowed by Section 8.2; provided, however, the only delays that will result in a time extension are those that extend the Critical Path of the GMP schedule included in the GMP, unless amendments thereto have been approved by the Owner.

b. In the event of a change in the Work the Subcontractor's claim for adjustments in the subcontract sum are limited exclusively to its actual costs for such changes plus no more than 15% for overhead and profit and bond costs if the Work is self-performed by the Subcontractor.

For all other Work, adjustments in the subcontract sum will be no more than 5% for overhead and profit and bond costs.

c. Each subcontract shall require the Subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the subcontract price, damages, losses or additional compensation.

d. Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to CMAR within the time and in the manner in which the CMAR must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

e. Each subcontract shall include an acknowledgement by each Subcontractor and Supplier that the payment bond provided by CMAR pursuant to this Agreement is a substitute for the right to claim a lien on any portion of the Project, and that any claims for nonpayment shall be made against the bond.

f. Such other provisions as set forth in the Agreement to be included in subcontracts.

2. RESPONSIBILITIES FOR ACTS AND OMISSIONS. The CMAR shall be responsible to the Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the CMAR.

3. COPY OF SUBCONTRACTS. The CMAR shall provide, upon request, a copy of each subcontract, including the general and supplementary conditions, to the Owner.

2.1.7 LONG LEAD TIME ITEMS

The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and shall recommend to the Owner and the Architect a schedule for procurement of long lead time items, which shall constitute part of the Work as required to meet the Project schedule. When each item is identified, the CMAR shall notify the Owner of the required procurement and schedule. Such information shall be included in the bid documents and be made a part of all affected subcontracts. As soon as the Architect has completed plans and technical specifications and the CMAR has obtained approval, the CMAR shall arrange for procurement of such long-lead items, subject to prior Owner Approval. The CMAR shall keep informed of the progress of the respective subcontractors or Suppliers, manufacturing or fabricating such items and advise the Owner, of any problems or prospective delay in delivery

Procurement of long lead time items shall be subject to competitive bidding practices as described at Subparagraph 2.1.6 herein. If such long lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long lead time items.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds, and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

2.2.4.1 A list of the Drawings and Specifications, including all addenda thereto, and the Conditions of the Contract that were used in preparation of the Guaranteed Maximum Price proposal.

2.2.4.2 A list of allowances and a statement of their basis.

2.2.4.3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

2.2.4.4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingencies, and other items and the fee that comprise the Guaranteed Maximum Price.

A GMP may include an agreed upon sum as the Construction Contingency. The Owner and CMAR may determine and agree based on the risk in a particular GMP that a special CMAR contingency line item should be included for use related to this particular risk. The Contingency shall be utilized to compensate for the increased Cost of the Project incurred by the CMAR because of Unforeseen Circumstances relating to construction under a GMP, which resulted in an unavoidable increase in costs. Charges to the CMAR's Contingency shall not become due and payable until full documentation is presented to the Owner that demonstrates to the satisfaction of the Owner, through written Owner Approval, that the charges are proper and in compliance with the Agreement

2.2.4.5 An acknowledgment that the proposed Guaranteed Maximum Price is based on a **Substantial Completion Date of TBD, and a Final Completion Date of TBD.**

2.2.5 The Construction Manager shall meet with the Owner and the Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or the Architect discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Owner.

2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1 of this Agreement. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed upon assumptions and clarifications contained in Amendment No. 1 of this Agreement. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the

Owner, Architect, and Construction Manager. The Construction Manager shall promptly notify the Architect and the Owner if such revised Drawings and Specifications are inconsistent with the agreed upon assumptions and clarifications.

2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes that are enacted at the time the Guaranteed Maximum Price is established.

2.2.11 Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

2.2.12 LIQUIDATED DAMAGES. In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City One Hundred Dollars (\$100.00), (_____contractors initials) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty.

2.2.13 Time is of the essence in the performance of this Agreement and all GMPs hereunder. The parties acknowledge that the terms of this Agreement and all GMPs have been negotiated based upon the orderly and continuous progress of the services through completion of the Program.

2.2.14 The GMP Proposal shall include a GMP schedule and a GMP Substantial Completion Date, a GMP Final Completion Date and an Owner occupancy date, if different from the above, and may include other mandatory milestone dates for tenant finish-out construction or for completion of the GMP. The CMAR agrees to complete the construction in accordance with the GMP schedule that is included with the approved GMP.

2.2.15 The CMAR acknowledges that failure to complete a GMP within the GMP schedule and the dates set forth in the GMP, or as modified by a GMP Modification, may result in substantial damages to the Owner, for which the CMAR shall be fully liable. The liquidated damages to be assessed for late completion will be set forth in the GMP. If the Owner, in its sole discretion, determines that liquidated damages are due, the amount of liquidated damages shall be subtracted from any remaining retainage on the application for payment. If there is insufficient

retainage to compensate the Owner for the liquidated damages, the CMAR and its Surety shall pay to the Owner the amount due within ten (10) business days of receiving written notification of the shortage. Failure to make the required payment to the Owner will result in the Owner's enforcement of its right to receive the payment in any manner allowed by law and CMAR may be prohibited from bidding on future projects with the Owner as a result. The CMAR's Contingency shall not be used to pay for liquidated damages.

2.2.16 PROGRESS OF THE WORK. The CMAR shall cooperate with the Owner in order to maintain the progress of the Work in accordance with the GMP schedule, or as modified by a GMP Modification. If the Owner determines that the CMAR is failing to maintain the progress of the Work, through no fault of the Owner, the CMAR must, within seventy-two (72) hours of written request of the Owner, submit a written response detailing the CMAR's plan of action to recover lost time in order to maintain the progress of the Work in accordance with the accepted schedule. In such event, the CMAR shall comply with the Owner's written orders to take whatever steps are necessary to recover lost time and maintain the progress of the Work. These steps may include, but are not limited to, re-sequencing the Work activities, increasing the number of shifts, workforce, supervision, work days, overtime operations, equipment resources, or expediting delivery of materials or equipment. Regardless of the manner in which the schedule is recovered, the CMAR shall not be entitled to additional compensation for actions that relate to the recovery of the schedule.

2.2.17 In addition to other remedies available to the Owner, if the CMAR fails to maintain the progress of the Work in accordance with the schedules set forth in the GMP, or as modified by an Agreement Modification, the Owner may, upon seven (7) business days written notice to the CMAR and its Surety, order the CMAR to suspend or cease all or a portion of the Work and the Owner may prosecute the Work at Surety's and CMAR's expense.

2.3 CONSTRUCTION PHASE

2.3.1 The CMAR shall provide, as part of CMAR's construction phase general conditions services, Jobsite administrative functions during construction to assure proper supervision, coordination and documentation of the Work, including but not limited to such things as the following:

1. **Supervision of Work.** Provide full-time representation at the Jobsite to become familiar in detail with the progress and quality of the Work completed, to determine in detail if the Work is proceeding in accordance with all the requirements of the Agreement, to ensure compliance with the Plans and Specifications for the Program and GMP, coordination with other work, and to ensure compliance with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees.

2. Daily Logs. Maintain a log of daily activities for the Program and GMP including, at a minimum, the following information in a bound log: the day, date, weather conditions and how any weather condition affected the progress of the Work; time of commencement of Work for the day; the Work being performed; material, labor, personnel, equipment and subcontractors at the Jobsite; visitors to the Jobsite including representatives of Owner and Architect; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. The log and database shall be available to the Owner, the Architect, and the inspectors upon request.

3. Project Rosters. Provide to the Owner and maintain at the Jobsite, a roster of companies on the Project with names and telephone numbers of key personnel, and provide a means of identifying workers on site in accordance with the approved security plan.

4. Job Meetings. Hold weekly progress and coordination meetings with the Owners to provide for an easy flowing Project and orderly progress of the Work, including implementation of procedures, and to assure timely submittals and expeditious processing of approvals and return of shop drawings, samples, etc. The CMAR shall advise the Owner of required participation in any meeting or inspection, giving each approximately one week's notice, unless such notice is made impossible by conditions beyond the CMAR's control. .

5. Project Team Meetings. The CMAR, Owner, and Architect shall meet regularly as the progress of the GMP requires, but in no case less than every two weeks, to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two weeks.

6. Shop Drawing Submittals and Approvals. Work with the Architect to establish and implement procedures for expediting and processing all shop drawings, samples, submittals and detail plans/drawings, and other documents, maximizing the use of electronic plan media to the greatest extent possible for submittal and transmittal to the Architect of such plans for action, and closely monitor their submittal and approval process. The CMAR shall be responsible for the initial review and appropriate circulation of submittals. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that it has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Agreement.

7. Material and Equipment Expediting. Closely monitor material and equipment deliveries, critically important checking and follow-up procedures on Supplier commitments of all subcontractors.

8. Payments to subcontractors. Review and process invoices from subcontractors and Suppliers and comply with the payment requirements set forth in Article 4.
9. Document Interpretation. Refer all questions for interpretation of the documents prepared by the Architect to the Owner.
10. Reports and Jobsite Documents. Record the progress of the Program and GMP as required by this Agreement or as directed by the Owner. Submit written progress reports to the Owner including information on the Subcontractor's Work, and the percentage of completion. Keep a daily log available to the Owner and the permitting authority inspectors.
11. Subcontractors' Punch List. Prepare periodic Punch lists for each Subcontractor's Work including unsatisfactory or incomplete items and schedules for their completion.
12. Signage. Arrange for all appropriate signage necessary for identification, direction, or control for safety and maintenance of traffic. The layout, need and location of all signage must be approved by the Owner, and the signage shall be prepared by a professional sign maker.
13. Printing. Arrange for the printing and distribution of all required bidding documents and shop drawings, including the sets required by any permitting authority's inspectors.
14. Cleaning. Cause the subcontractors to keep the premises where the Work is underway reasonably free from accumulations of waste material or rubbish. Upon GMP Substantial Completion of portions of the Work, the CMAR shall cause the appropriate subcontractors to remove all rubbish, tools, scaffolding and surplus materials from and about the premises and leave such Work area clean and ready for occupancy.
15. Protection of Property. Take all reasonable precautions for the safety of, and monitor the subcontractors for reasonable protection to prevent damage, injury or loss to all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CMAR or a Subcontractor, and other property at the site or adjacent thereto, including walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The CMAR shall cause all subcontractors and other agents of CMAR to protect Owner's property from loss or injury that may arise in connection with the Work. The CMAR shall, at its cost, provide proper climate control as required to construct the GMP and protect finished Work until the Substantial Completion date.

16. Agreement Modification Administration. Prepare proposed Agreement Modifications in conjunction with the Owner regarding revised plans or sketches as prepared by the Architect for items of extra Work or changes of scope (as required), and review each requested change in the Work or directed extra Work to compare with the prices quoted by the subcontractors. With Owner Approval, conduct negotiations with Subcontractors and develop subcontract modifications to incorporate the changes or extra Work into the subcontracts and process each contract modification through the respective Subcontractor and submit for Owner Approval prior to any Work being performed. The CMAR shall evaluate the scope of Subcontractor's proposal with respect to the proposed contract modifications and substitutions proposed by the Subcontractor and make recommendations to Owner. Owner shall have the option to reject proposed contract modifications and substitutions and the Architect shall coordinate the revision of the Plans and Specifications accordingly. Any Work performed under a proposed contract modification without prior Owner Approval shall be subject to removal and replacement at the CMAR's cost. The CMAR shall have no authority to authorize changes in the Agreement of any kind or to modify any deadlines for completion of Work.

17. Administration of Claims. The CMAR shall evaluate and administer claims from subcontractors and Suppliers as to their validity under the terms of the subcontracts. Upon being advised of any proposed contract modification, the CMAR shall submit to the Owner the estimated cost of, or savings attributable to, such contract modification, the estimated impact thereof on the GMP Schedule and a detailed statement regarding entitlement. No contract modification shall be effective until the CMAR receives approvals in writing from Owner. Upon Owner Approval and execution by the applicable subcontractors, such contract modification shall become a part of the Agreement, and the CMAR shall promptly cause the performance of the Work so changed to proceed. In the event a contract modification necessitates a change in a GMP Schedule, such schedule and any associated costs shall be changed by a reasonable amount. Agreement on any Agreement modification shall constitute a final settlement on all items covered therein, subject to performance thereof and payment therefore.

18. Subcontractor/Suppliers Disputes. Resolve, in consultation with the Owner, all disputes that may arise with or between subcontractors and/or material Suppliers as a result of the construction.

19. Substitution of Material. If a Subcontractor recommends or proposes substitution of material or other changes in the Work from the material or Work specified in the Construction Documents after bids and/or proposals for that Work have been received, evaluated and awarded, the CMAR shall evaluate such proposal and make a recommendation to the Architect and Owner. After Owner and Architect Approval, the CMAR shall process an Agreement Modification.

20. Substantial Completion. Comply with the GMP Substantial Completion requirements.

21. As-Built Plans and Drawings. Upon completion of the Work, the CMAR shall provide as-built structural drawings. The CMAR shall require all subcontractors to record on their field sets of plans the exact locations, as installed, of all conduit, pipe and duct lines, whether concealed or exposed that were not installed exactly as shown on the plans. The CMAR shall also record all plan revisions that have been authorized by Agreement Modification that affect wall or partition locations, door and window locations and other template changes. Accurate dimensional locations for all items shall be recorded. The exact routing of conduit runs and underground utilities shall be shown on these plans. Each plan shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the Work. Where the Work was installed exactly as shown on the plans, the sheets shall not be disturbed except as noted above.

22. The Owner reserves the right to disapprove any person proposed, and the CMAR shall offer substitutes therefor. It is expressly understood that failure of the Owner to disapprove a person does not confer Owner Approval of such person. At any time, the Owner has the reasonable right to request removal and replacement of any CMAR's personnel. Once in place, the CMAR shall not change any person filling a position listed in the organizational charts without the prior consent of the Owner unless the Owner requests it or unless the person is leaving the employee of the CMAR.

2.3.1.1 PROGRAM and GMP CLOSEOUT. In addition to any other Work to be performed during the construction phase, as requested by Owner, or as set forth in the Project Procedures Manual, the CMAR shall perform the following Program and GMP close-out services:

2.3.1.2 CLEANING UP. The CMAR, on a daily basis, shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Agreement. At the completion of the Work, the CMAR shall remove from and about the Jobsite waste materials, rubbish, the tools, construction equipment, machinery and surplus materials caused by operations under the Agreement. The CMAR shall not dispose of debris or waste material on the Owner's property or in waste containers (dumpsters) leased by the Owner without prior Owner Approval. If the CMAR fails to keep the site clean as provided in the Agreement, then, following the Owner's 48 hour written notice to the CMAR, the Owner may take appropriate action to clean the site and charge such costs to the CMAR.

2.3.3.3 GENERAL

The Construction Phase shall commence on the earlier of (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to

Proceed, or (2) the Owner's first authorization to the Construction Manager to (a) award a subcontract, or (b) issue a purchase order for materials or equipment required for the Work.

2.3.2 ADMINISTRATION

2.3.2.1 The Work shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. In accordance with Utah Code Annotated §§ 11-39-101 to -107 and the Park City Contracting and Purchasing Policy, the Construction Manager shall obtain bids, and, after analyzing such bids, shall deliver such bids to the Owner and the Architect. The Construction Manager may offer a competitive bid for any portion of the Work in the same manner and form as any other Subcontractor or supplier in accordance with subsection 2.1.6.12 above.

2.3.2.2 If the Guaranteed Maximum Price has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraphs 6.1.8 and 6.1.9, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager, and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

2.3.2.5 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.3.2.6 As-Built Plans and Drawings. The CMAR shall review the completed as-built plans and ascertain that all data furnished on the plans are accurate and truly represent the Work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines,

inverts, etc. are involved as part of the Work, the CMAR shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution or for the Project

2.4 PROFESSIONAL SERVICES

The Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work, or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.5 UNSAFE MATERIALS

In addition to the provisions of Paragraph 10.1 of AIA Document A201, as amended, if reasonable precautions shall be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager, upon recognizing the condition, shall immediately stop Work in the affected area and report the condition to the Owner and the Architect in writing. The Owner, Construction Manager, and Architect shall then proceed in the same manner described in Subparagraph 10.1.2 of AIA Document A201, as amended. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and the Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance, or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and the Architect shall promptly reply to the Owner, in writing, stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and the Architect have no reasonable objection.

2.6 INSPECTION AND TESTING.

All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the inspecting agency timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated

persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

2.7 WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

2.7.1 Warranties from Others. The CMAR shall secure, assemble and deliver to the Owner all required guarantees and warranties, affidavits, releases, bonds and waivers, manuals, record plans, and maintenance books to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation, including any specific written warranties given by third parties, before submitting the final application for payment. All warranties shall commence upon the Substantial Completion Date of the applicable GMP, unless the warranted Work is not completed or has been rejected, in which case the warranty for the Work shall commence on the completion or acceptance of the Work. The CMAR shall ensure that the warranties are properly issued directly to the Owner as the original purchaser warrantee, executed by the warrantor and that any conditions to warranty coverage, such as close-out inspections, be timely addressed and completed. Any breach of the warranties will be a breach of this Agreement.

2.7.2 CMAR Warranty. The CMAR warrants that all materials and equipment will be new except where indicated otherwise in the Agreement, and that all Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Plans and Specifications and will give proper and continuous service under all conditions of service required by, specified in, or that may be reasonably inferred from the Agreement. With respect to the same Work, the CMAR further agrees to correct all Work found by the Owner to be defective in material and workmanship or not in conformance with the Plans and Specifications for a period of one year from the Substantial Completion Date or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications, as well as any damage to the Work resulting from defective designated or shop drawing design actually performed by the CMAR, materials, equipment, or workmanship that develop during construction or during the Warranty Period. In addition, the CMAR shall

conduct, jointly with the Owner and the Architect, a warranty inspection within twelve (12) months after the date of Owner Occupancy. If required by the Owner, the CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in the Work.

2.7.3 Any repair or replacements done under this Warranty shall comply with the requirements of the Agreement, and shall be verified by the performance of CMAR testing as Owner may require. All costs incidental to such repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne by CMAR. CMAR warrants such repaired or replaced Work against defective designated or shop drawing design, materials, and workmanship for a period of twelve (12) months from and after the Substantial Completion Date or twelve (12) months from the time of such repair or replacement, whichever occurs latest. The CMAR only has redesign responsibility for shop drawings and other CMAR-initiated designs. Should CMAR fail to promptly make the necessary redesign, repair, replacement, and tests, Owner may perform or cause to be performed the same at CMAR's expense. CMAR shall reimburse the expense incurred by Owner for such remedial Work within thirty (30) calendar days from the date of receipt of Owner's invoice therefore. CMAR shall be liable for the satisfaction and full performance of the warranties as set forth herein.

2.7.4 The CMAR acknowledges and understands that the Warranty hereunder is not an exclusive remedy and that the Owner may avail itself of any and all remedies afforded it under this Agreement and applicable law. The CMAR further acknowledges that the Warranty period is not a limitation of liability or a limitation on the period of liability for any other remedy allowed by law.

2.8 SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

2.9 SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program that sets forth the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include costs that are the responsibility of the Owner.

3.1.3 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS, AND REPORTS.

The Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings, and tests described in Subparagraphs 3.1.3.1 through 3.1.3.5 of this Agreement, except to the extent that the Construction Manager knows of any inaccuracy.

3.1.3.1 Reports, surveys, drawings, and tests concerning the conditions of the site which are required by law.

3.1.3.2 Surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.3.3 The services of geotechnical engineers, when such services are requested by the Construction Manager. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.3.4 Structural, mechanical, chemical, air, and water pollution tests; tests for hazardous materials; and other laboratory and environmental tests, inspections, and reports that are required by law.

3.1.3.5 The services of other consultants, when such services are reasonably required by the scope of the Project and requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE

Except as otherwise provided herein, Owner shall designate, in writing, a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The representative shall have the authority to make decisions in behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously so as to avoid unreasonable delay in the services or Work of the Construction Manager. The Owner may change the representative at any time by designating such change in writing.

The Parties hereby acknowledge and agree that pursuant to Park City Contracting and Purchasing Policies, accumulated Change Orders which would overall increase the Guaranteed Maximum Price by more than ten percent (10%) cannot be approved by Owner's designated representative and require express approval by the City Council of Park City. Time necessary to obtain such approval[s] from the City Council shall not be considered unreasonable delay in the services or Work of the Construction Manager.

3.3 ARCHITECT

The Owner has retained an Architect to provide the Basic Services, including normal structural, mechanical, and electrical engineering services, described in the Services Provider Agreement between Park City and Method Studios, INC. The Owner shall authorize and cause the Architect to provide those Additional Services described in the Architect Agreement requested by the Construction Manager that must necessarily be provided by the Architect for the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect, and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect. The Architect will provide design documents to the Construction Manager at the various phases of design in a mutually determined format.

ARTICLE 4

COMPENSATION FOR CONSTRUCTION SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

4.1 COMPENSATION

4.1.1 For the Construction Manager's performance of the Work as described in Paragraph 2.3 of this Agreement, the Owner shall pay the Construction Manager, in current funds, the Contract Sum consisting of the Cost of the Work as defined in Article 5 of this Agreement and the Construction Manager's Fee determined as follows:

Preconstruction Services Fee:	\$ 12,000
Construction Fee:	4% of the Cost of the Work

4.2 GUARANTEED MAXIMUM PRICE

The sum of the Cost of the Work and the Construction Manager's Fee is guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1 of this Agreement, subject to additions and deductions by approved changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work and subsequent amendments to the GMP, is referred to in the Contract Documents as the "Guaranteed Maximum Price." Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

4.3 CHANGES IN THE WORK/ CHANGE ORDERS

4.3.1 FOR CMAR CHANGE ORDER REQUEST (COR): A COR shall be utilized by the CMAR to formally present any request for monetary, time, or contractual adjustment to the Agreement or a GMP. The COR shall provide justification for entitlement to the change and shall be substantiated in accordance with Section 4.3

4.3.2 CMAR CHANGE ORDER: A CMAR Change Order shall be utilized to formalize modifications to the Agreement or the GMP that are agreed to by the Owner and CMAR. A CMAR Change Order cannot extend the GMP schedule or change the total GMP price. All changes to the Agreement time or GMP price must be made through a GMP Amendment.

4.3.3. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

4.4 CONSTRUCTION CHANGE DIRECTIVES

4.4.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may, by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

4.4.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

4.4.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** As provided in Subparagraph 7.3.7.

4.4.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.4.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4.4.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

4.4.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, The Owner and the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work

attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Clause 7.3.3.3, the Construction Manager shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 4.4.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and compensation insurance;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Construction Manager or others;
- .4 Costs of premiums for all bonds and insurance; permit fees; and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

4.4.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

4.4.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

4.4.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

ARTICLE 5

COST OF THE WORK FOR CONSTRUCTION PHASE

5.1 COSTS TO BE REIMBURSED

The term “Cost of the Work” shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project, except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 5.

5.1.2 LABOR COSTS

5.1.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s agreement. The reimbursable staff and salary structure shall be in accordance with Construction Manager’s General Conditions estimate to be included as part of Amendment No. 1 of this Agreement.

5.1.2.2 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops, or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and approved in advance in writing by Owner.

5.1.2.3 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 5.1.2.1 through 5.1.2.3.

5.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

5.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

5.1.4.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

5.1.4.2 Costs of materials described in the preceding Subparagraph 5.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work, or, at the Owner’s option, shall be sold by the Construction Manager. Amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

5.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

5.1.5.1 Costs, including transportation, installation, maintenance, dismantling, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

5.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling, and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. In no event shall the rental value of Construction Manager's owned equipment be more than seventy five percent (75%) of the rates established in the current edition of *Rental Rate Blue Book* TM.

5.1.5.3 Costs of removal of debris from the site.

5.1.5.4 Reproduction costs; costs of telegrams, facsimile transmissions, and long-distance telephone calls; postage and express delivery charges; telephone service at the site; and reasonable petty cash expenses of the site office.

5.1.5.5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

5.1.6 MISCELLANEOUS COSTS

5.1.6.1 That portion directly attributable to this Contact of premiums for insurance and bonds. Insurance shall be billed at a fixed rate to be included as part of Amendment No. 1 of this Agreement.

5.1.6.2 Sales, use, or similar taxes imposed by a governmental authority, which are related to the Work and for which the Construction Manager is liable.

5.1.6.3 Fees and assessments for the building permit and other permits, licenses, and inspections for which the Construction Manager is required by the Contract Documents to pay.

5.1.6.4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work

5.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgments, and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price, and provided that such royalties, fees, and costs are not excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201, as amended, or other provisions of the Contract Documents.

5.1.6.6 Data processing costs at the project site related to the Work .

5.1.6.7 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

5.1.7 OTHER COSTS

Other costs incurred in the performance of the Work, if and to the extent approved in advance, in writing, by the Owner.

5.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

Costs incurred because of an emergency affecting the safety of persons and property to the extent they are reasonable and fully documented and supported by appropriate backup documentation, and are not caused by any act or failure to act by CMAR, its employees, agents, Subcontractors or Suppliers of any tier.

5.2 COSTS NOT TO BE REIMBURSED

5.2.1 The Cost of the Work shall not include:

5.2.1.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Subparagraphs 5.1 of this Agreement.

5.2.1.2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 5.1 of this Agreement.

5.2.1.3 Overhead and general expenses, except as may be expressly included in Paragraph 5.1 of this Agreement.

5.2.1.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5.2.1.5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 5.1.5.2 of this Agreement.

5.2.1.6 Any costs because of the fault or negligence of the CMAR, its subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and correcting damage to property not forming part of the Work, or to failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

5.2.1.7 Except as provided in Subparagraph 5.1.7. of this Agreement, any cost not specifically and expressly described in Paragraph 5.1 of this Agreement.

5.2.1.8 Costs which would cause the Guaranteed Maximum Price to be exceeded.

5.3 DISCOUNTS, REBATES, AND REFUNDS

5.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner, if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

5.3.2 Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 5.3.1 of this Agreement shall be credited to the Owner as a deduction from the Cost of the Work.

5.3.3 All penalties incurred because of the fault of the CMAR or its subcontractors for late payment of cost will be paid by the CMAR and will not be reimbursable as a Cost of the Project.

5.4 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed accounts, and shall exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project during normal business hours and upon providing reasonable notice, and the Construction Manager shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

ARTICLE 6 CONSTRUCTION PHASE

6.1 PROGRESS PAYMENTS

6.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

6.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

6.1.3 The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the GMP and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

6.1.4 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager and approved by the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single, separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule,

unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

6.1.5 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work that has actually been completed, or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

6.1.5.1 Upon request by the Owner, the CMAR shall submit waivers of lien/bond rights and other documentation from subcontractors and Suppliers to evidence the status of payments.

6.1.5.2 Applications for payment may not include requests for payment of amounts the CMAR does not intend to pay to a Subcontractor or material Supplier because of a dispute or other reason.

6.1.5.3 The failure to comply with the requirements of this Article may result in the withholding of approval of the application for payment until compliance is achieved.

6.1.5.4 Within fifteen (15) business days after the Architect's receipt of the application for payment, the Architect shall either (1) approve the application for payment by signing the application in the appropriate places, including obtaining the signature of the Owner in the appropriate place or (2) the Architect shall notify the CMAR in writing of reasons for withholding approval in whole or in part and the action necessary to make the application for payment acceptable.

6.1.5.5 The issuance of the certificate for payment by the Architect and the OWNER will constitute a representation by them to the Owner, based upon their observations at the Jobsite and the data comprising the application for payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The CMAR shall not rely upon these representations as the Owner's acceptance of the Work, since they are made for progress payment purposes only and are subject to an evaluation of the Work for conformance with the Agreement upon the GMP Substantial Completion; to results of subsequent tests and inspections; to minor deviations from the Agreement, correctable prior to completion; and to specific qualifications expressed by the Architect or the OWNER. The issuance of the certificate for payment is not a representation that the Architect or the OWNER have (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the

Work (2) reviewed construction means, methods, techniques, sequences or procedures (3) reviewed copies of requisitions received from Subcontractors and material Suppliers and other data requested by the Owner to substantiate the CMAR's right to payment or (4) made examination to ascertain how or for what purpose the CMAR has used money previously paid. The CMAR may not rely upon the certificate of payment as approval and acceptance of the Work reflected thereon.

6.1.5.6 The OWNER and/or Architect may withhold approval of an application for payment, in whole or in part, to the extent reasonably necessary to protect the Owner, if it cannot certify that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. In addition, notwithstanding anything to the contrary contained in the Agreement, the Owner may withhold any payment, if, and for so long as a good faith dispute exists, which may include the CMAR's failure to perform any of its obligations hereunder; the CMAR's default under the Agreement; or there is reasonable evidence indicating that the Work will not be completed within the GMP completion date(s), as may be adjusted by a GMP Amendment; and the unpaid balance would be insufficient to cover the anticipated liquidated damages; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the CMAR. In addition, if the Owner subsequently discovers that an application for payment was improperly paid, the Owner may withhold payment on any future applications for payment, in whole or in part, to the extent necessary to recover the funds improperly paid. If the Owner determines that the reasons for withholding payment no longer exist, the Owner will so notify the CMAR and will make payment for the amount of the holdback within fifteen (15) business days.

6.1.5.7 Upon notification that an application for payment is not approved, the CMAR and the OWNER shall conduct discussions to determine whether a revised application for payment can be agreed upon. If no agreement is reached within ten (10) business days after notification, the OWNER or Owner will adjust the original application for payment to delete the disputed amounts and will then approve payment for the undisputed amount and send a copy of the adjusted application for payment to the CMAR. If an agreement can be reached on the disputed portions of the application within ten (10) business days, the CMAR will submit a revised and signed application for payment for the agreed amount, if any, to the Architect and Owner for approval. Payment will be made within ten (10) business days after the Owner's Approval of the revised application for payment.

6.1.5.8 The Owner's signature on the application for payment does not constitute approval and acceptance of the Work.

6.1.5.9 At all times during the processing of an application for payment, including resolution of any related disputes, the CMAR shall continue to expeditiously advance the Work.

6.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

6.1.6.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work, as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of AIA Document A201, as amended, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

6.1.6.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

6.1.6.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding subparagraphs bears to the GMP.

6.1.6.4 Subtract the aggregate of previous payments made by the Owner.

6.1.6.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 6.1.4 of this Agreement to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owners accountants in such documentation.

6.1.6.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201, as amended.

6.1.7 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments, retention, and retention reduction or early release for subcontracts.

6.1.8 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment that have not been delivered and stored at the site.

6.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and shall not be deemed to represent that the Architect has made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Subparagraph 6.1.4 of this Agreement or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, shall be performed by the Owner's accountants acting in the sole interest of the Owner.

6.1.10 RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

6.1.11 No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents

6.1.12 Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

6.1.13 The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

6.1.14 Each application for payment shall be in a form approved by the architect and Owner, which form contains the following:

1. Supporting cost reports required under Section 2.3, which reflect each element of the GMP,
2. The amount of retainage in accordance with Section 11.5.

6.2 FINAL PAYMENT

6.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager, except for the Construction Manager's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of AIA Document A201, as amended, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect. Such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect's final Certificate for Payment.

6.2.2 The amount of the final payment shall be calculated as follows:

6.2.2.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

6.2.2.2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of AIA Document A201, as amended, or other provisions of the Contract Documents.

6.2.2.3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

6.2.3 The Owner shall review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's report to be

substantiated by the Construction Manager's final accounting, and provided the other conditions of Subparagraph 6.2.1 of this Agreement have been met, the Architect shall, within seven (7) days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment, with a copy to the Construction Manager, or notify the Construction Manager and the Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of AIA Document A201, as amended. The time periods stated in this Paragraph 6.2 supersede those stated in Subparagraph 9.4.1 of AIA Document A201, as amended.

6.2.4 If subsequent to final payment and, at the Owner's request, the Construction Manager incurs costs described in Paragraph 5.1 and not excluded by Paragraph 5.2 of this Agreement (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

6.2.5 Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

ARTICLE 7

INSURANCE AND BONDS

7.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

The Construction Manager shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201, as amended, and as set forth below.

7.1.1 The Construction Manager shall maintain, and shall require all subcontractors and other entities or persons who perform work on the project to maintain, Workers' Compensation and Employers' Liability insurance meeting statutory limits mandated by Utah State law and federal law.

7.1.2 Commercial General Liability, including coverage for Premises-Operations, Independent Contractors' Protective, Products Completed Operations, Contractual Liability, Personal Injury,

and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground hazards and employer's practices), shall be purchased and maintained as follows:

\$ 2,000,000	Each Occurrence
\$ 4,000,000	General Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Products - Completed Operations Aggregate

Workers Compensation insurance limits written as follows:

Bodily Injury by Accident \$500,000 each accident;

Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit

Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage shall be maintained with a minimum limit of liability per occurrence of \$2 million.

7.1.2.1 The limits required in Subparagraph 7.1.2 (the "Policy") shall name Park City Municipal Corporation as additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.. If, during any phase of the Project, the minimum General Aggregate of the Policy available to cover claims relative to the Project arising under this Agreement is decreased or is in any way compromised such that coverage for the Project, under the Policy is in any manner adversely affected, the following shall occur: (1) the Owner shall be notified within ten (10) days following the occurrence of the event or the receipt of the claim, whichever occurs first; (2) the Construction Manager shall provide alternate coverage, of a scope and nature consistent with the terms of this Agreement, subject to the approval of the Owner, within ten (10) days following the occurrence of the event or the receipt of the claim; and (3) should the Construction Manager fail to provide such alternate coverage within the prescribed time period, the Owner shall be entitled to procure alternate coverage and deduct the cost for such from any monies or payment then due, or in the future due, to the Construction Manager from the Owner.

7.1.2.2 Products and Completed Operations insurance shall be maintained for a minimum period of at least one (1) year either after ninety (90) days following Final Completion, or final payment, whichever is earlier.

7.1.3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations under Paragraph 3.18 of AIA Document A201, as amended.

7.1.4 During the Construction Phase of the Project, the Owner shall purchase and maintain property insurance, including waivers of subrogation, as set forth in Paragraph 11.2 of AIA Document A201, as amended.

7.1.5 The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.1.6 **HOLD HARMLESS INDEMNIFICATION.** The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

7.2 PERFORMANCE BOND AND PAYMENT BONDS

7.2.1 The Construction Manager shall provide performance and payment bonds equal to one hundred percent (100%) of the contract amounts. The bonds shall be in a form acceptable to the Owner. The bonds shall name the Owner as a third party obligee and shall be enforceable by the Owner, even if the Construction Manager's services are terminated pursuant to the provisions of this Contract.

7.2.2 The Construction Manager shall deliver the required bonds to the Owner at least seven (7) business days after approval of the GMP. Work shall not start without providing the bonds to the Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 OTHER PROVISIONS

8.1.1 DEFINITIONS

Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 2007 Edition of AIA Document A201, as amended, General Conditions of the Contract for Construction.

8.1.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager, and supersedes all prior negotiations, representations, or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

8.1.3 OWNERSHIP AND USE OF DOCUMENTS

The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors, or suppliers on other projects or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and the Architect. The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to, and for use in, the execution of their Work under the Contract Documents.

8.1.4 GOVERNING LAW

The Contract shall be governed by the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof,

shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

8.1.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or any portion of the Contract, without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

8.1.6 Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

8.2 DISPUTES

Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable

8.2.1 CMAR and Subcontractor shall carry on its work and maintain its progress during any dispute, arbitration or legal proceedings.

8.2.2 Unless agreed to otherwise, a demand for mediation or arbitration of any disputed payment amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within the sixty (60)-day period shall result in the substantiated amount's, as reported by the Owner's accountants, becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

ARTICLE 9
TERMINATION OR SUSPENSION

**9.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED
MAXIMUM PRICE**

9.1.1 Prior to execution by both parties of Amendment No. 1 of this Agreement establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of AIA Document A201, as amended.

9.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 9.1, the Construction Manager shall be paid an amount calculated as follows:

9.1.2.1 Take the Cost of the Work incurred by the Construction Manager.

9.1.2.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate of percent (%).

9.1.2.3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental, at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Subparagraph 9.1.2.1 of this Agreement.

Subcontracts, purchase orders, and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 of this Agreement shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order, or rental agreement, except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order, or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order, or rental agreement, and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

9.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED

MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1 of this Agreement, the Contract may be terminated as provided in Article 14 of AIA Document A201, as amended.

9.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Subparagraph 14.1.2 of AIA Document A201, as amended, shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraph 9.1.2 of this Agreement.

9.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Subparagraph 14.1.2 of AIA Document A201, as amended, shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraph 9.1.2 above.

9.3 SUSPENSION

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, as amended. In such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201, as amended, except that the term “cost of performance of the Contract” in that subparagraph shall be understood to mean the Cost of the Work, and the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Subparagraphs 4.1.1 of this Agreement.

ARTICLE 10 OTHER CONDITIONS AND SERVICES

10.1 CONSTRUCTION MANAGER DUTIES. The Construction Manager shall competitively bid each portion of the Work who were prequalified as described in Subparagraph 2.1.6 of this Agreement. The Construction Manager shall review each bid, and, shall obtain the Owner’s written approval before making an award for that item of Work. The Construction Manager shall enter into agreements with each successful subcontractor and supplier, using its standard subcontract and purchase order forms.

10.2 REPRESENTATIVE DESIGNATION. In accordance with Paragraph 3.2 of this Agreement, the Owner hereby designates Matt Twombly as its Representative.

10.3 UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property

that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

10.4 HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, material men, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. Sunday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

10.5. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Building Official or his designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Building Official or his designee.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approval of a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

10.6 TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

10.7 NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

10.8 THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

10.9 SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

10.10 NOTICE For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the addresses listed on the first day of this Agreement to the attention of the Project Manager for Park City and to the Project Manager for Construction Manager.

THIS AGREEMENT entered into as of the day and year first written above.

OWNER:

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder

Approved as to form:

City Attorney

310 West Park Lane
Farmington, UT 84025

By: _____

Title: _____

On this _____ day of _____, 2019, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors or its bylaws, and he/she acknowledged to me that said corporation executed the same.

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EXHIBIT "A"
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 (_____), dated _____, 2019, for construction of the _____, 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 _____, 2018, from _____, and incorporated herein by this reference (the "GMP").

ARTICLE II
CONTRACT TIME

The Construction Manager acknowledges that the Substantial Completion Date is _____, and the Final Completion Date _____.

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

OWNER
ADDRESS

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2018, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a Utah corporation.

EXHIBIT “B”
PRECONSTRUCTION SCOPE OF SERVICES

1. Evaluation and Reviews

Immediately upon award of Pre-construction services contract, perform a review of the design development drawings, survey, geotechnical investigation, cost estimates and any current drawings or documents for constructability, document clarity and scope, impact of design on (1) means, methods, and practices (2) construction logistics, and (3) construction execution planning; correlate the design review with CM's observations and investigations of the site; and provide PCMC and the architect with critical input and recommendations concerning the above.

As design documents are developed for design development and construction documents, perform ongoing design reviews of drawings and specifications and provide PCMC and the architect with recommendations on constructability, document clarity, and scope.

2. Value Management Assistance

Conduct value engineering process for both design development and construction documents; identify potential alternatives and processes that are cost effective or add value or decrease cost to the project; and consider alternative construction methods to promote historic value and increase the energy efficiency of the project.

3. Project Schedule

During the pre-construction services, develop with input from PCMC, the architect, and others, develop a preliminary schedule for construction that includes all preconstruction tasks and milestones as well as summary construction durations and activities; throughout the preconstruction phase revise, update, and track preconstruction activity; concurrently, develop the detailed construction phase schedule, including all procurement requirements, remaining design activities, construction phasing and detailed construction tasks; and through use of the project schedule, advise the team in identifying any long lead time items and oversee necessary procurement efforts. CM shall utilize scheduling software products. In coordination with the project team, the CM will need to look at phasing the construction in order to bid and procure key components and provide for early mobilization.

4. Cost Estimating

Construction Manager during pre-construction services will be required to provide independent cost estimates once at 30% completion, again at 60% completion,

and final cost estimates at approximately 90% complete construction documents. The CM will be required to establish and maintain a cost trend program, in a format satisfactory to PCMC, that accurately tracks changes in estimated cost prepared by the CM.

It is the intent to have the CM prepare a GMP at 100% construction documents or other mutually agreed design milestone.

5. Estimating Records

PCMC will require an estimate format, which will be regularly updated, documenting all aspects of the estimate including project scope, the basis for the estimate, exclusions and qualifications, allowance for contingencies and escalation. A PCMC approved code of accounts must be used. Quantity take-off's including calculation sheets, sketches, and marked up drawings must be organized for reference during the construction of the project. Unit costs must be fully documented with sub-contractor or vendor quotations for project elements, or substantiated historical figures, with any other pertinent information.

6. Budget Control

The CM shall provide a system of developing and managing the project construction budget from early design phase in pre-construction to the fixed contract amounts in the GMP. As construction begins, the CM shall integrate the preconstruction budgetary system into a comprehensive job cost tracking system acceptable to PCMC.

7. Procurement Plan

The CM shall develop, for PCMC review, a plan to obtain goods and services consistent with the scope, schedule, and budget of the project. The work shall be organized into logical divisions of trades to minimize the effects of multiple tier mark-ups and to maximize coordination efficiencies unless otherwise authorized in advance by PCMC. All procurement will be in accordance with the State of Utah and Park City Municipal Corporation policies and rules and procedures.

8. Sub-Contractor Pre-qualification

During the GMP preparations, the CM will be responsible to identify trade contractors and/or subcontractors and suppliers who are adequately qualified, suitable, and able to provide professional, quality construction services for the project. The CM shall submit a list of prospective bidders for PCMC review for the project.

9. Long Lead Items

During pre-construction, the CM will identify and develop a schedule for the procurement of long lead time items, if any, assist PCMC in the procurement of

long lead items, and monitor and expedite the delivery of such items on behalf of PCMC.

10. Bid Process Management

During the GMP preparations, the CM will work with the Design team to notify bidders, conduct pre-bid meetings, conduct site visits and/or walk-throughs, and receive trade contractor bids. Upon receipt of bids, the CM will analyze all bids to verify that bids are complete and that no unacceptable qualifications are made. The CM's bid analysis, together with the CM's recommendation for award, shall be reviewed with PCMC and the architect prior to award of trade contracts or purchase orders.

11. Guaranteed Maximum Price (GMP) Proposal

When the Drawings and Specifications are complete, the CM shall propose a GMP for the project to PCMC, which shall include the cost of the work, the CM's fee, general conditions, and any other project related costs.

12. Progress Reporting

During preconstruction, the CM will prepare and submit to PCMC and the architect a monthly progress report, in a form acceptable to PCMC. The report will address the status of design and construction schedule, identify outstanding issues, problems, delays, etc., and highlight cost and schedule trends.