PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 18, 2004

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, November 18, 2004.

Closed Session – Executive Conference Room
3:30 p.m. Property, personnel and litigation

Work Session – City Council Chambers
4:00 p.m. Council questions/comments
4:15 p.m. Quinns Junction Recreation Complex
5:00 p.m. City-owned buildings
5:40 p.m. Green Building Seminar - Mark Richmond
5:50 p.m. Meeting questions/comments

Regular Meeting – City Council Chambers
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 4, 2004

V PUBLIC HEARINGS

1. Ordinance combining portions of Lots 12 through 18 of Block 72, Millsite Reservation to the Park City Survey into three lots of record, located at 240 Swede Alley, Park City, Utah

2. Ordinance approving an amendment to combine all of Lots 16 and 17 of Block 77 of Millsite Reservation to the Park City Survey into one lot of record, located at 80 King Road, Park City, Utah

3. Master Festival License and service agreement with Triple Crown Sports

VI CONSENT AGENDA

1. Ordinance combining portions of Lots 12 through 18 of Block 72, Millsite Reservation to the Park City Survey into three lots of record, located at 240 Swede Alley, Park City, Utah

2. Ordinance approving an amendment to combine all of Lots 16 and 17 of Block 77 of Millsite Reservation to the Park City Survey into one lot of record, located at 80 King Road, Park City, Utah

3. Master Festival License and service agreement with Triple Crown Sports

4. Authorization to enter into a professional services agreement with Hansen Allen and Luce Inc. in the amount of $39,745 for a water supply and demand study, in a form approved by the Legal Department

VII NEW BUSINESS

1. Professional provider contract with Elliot Mahoney Architecture LLC, in a form approved by the Legal Department, for design services for Phase 2 and Phase 3 of the Quinns Junction Recreation Complex, in an amount not to exceed $442,000

2. Amendment to the City's Contracting and Purchasing Budget Policy to accommodate the "Construction Manager/General Contractor" form of project delivery

3. Construction Manager/General Contractor Agreement with Hogan & Associates Construction Inc., in a form approved by the Legal Department for preconstruction services in an amount not to exceed $22,080, and construction services at a guaranteed maximum price to be negotiated and fixed at a later date for the Quinns Junction Recreation Complex

4. Acceptance of annexation petition in Quinns Junction – The Burbs LLC

VIII 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.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 25, 2004

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meetings on Thursday, November 25, 2004.

Posted: 11/15/04
See: parkcity.org

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

November 2004
25 **Thanksgiving**
26 Thanksgiving holiday

December 2004
2 Discussion on downtown projects – work – Colin
Swearing-in of Police Officers Bob deBotelho and Jim McNeice
Housing update – work – Phyllis
Refuse and collection programs
Award of design contract for Phase 2 for Downtown Projects to FFKR
Award of pre-construction contract for Downtown Projects
9 2005 Insurance Renewal – Cindy
International Pedigree Stage Stop Sled Dog Race MFL – February 5
Acceptance of audit report
Signal warrant study - Meadows Drive
16 Cultural tourism advisory committee update - work
Olympic Welcome Plaza – work
LMC Amendments- Olympic Legacy signs and projects
17 Management retreat
23 **No meeting**
30 **No meeting**

January 2005
6
13
20
27

February 2005
3
10
17
24

March 2005
3
10
17
24
31

Pending Items:
Bus service to SLC - work

Water Service District – Grant of easement from Iron Mountain Associates
Transit Center Land Match Resolution – Gary
Sign Code amendments – Ray
CDBG preliminary hearing - July

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
NOVEMBER 4, 2004

Present: **Mayor Dana Williams; Council members, Kay Calvert; Marianne Cone, Candace Erickson; Jim Hier and Joe Kernan**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; Gary Hill, Budget Manager; Bret Howser, Analyst; and Phyllis Robinson, affordable housing consultant

1. Council questions/comments. Joe Kernan reported that the Justice Department covered his expenses to attend a crime prevention conference in Pittsburgh and commented on the benefits of an information phone line for the public Mayor Williams commented on the opening of the Boys and Girls Club at the Recreation Building in City Park. This group is a great asset to the community, which includes a cross-section of kids. Marianne Cone pointed out the success of Halloween on Main Street this year The Mayor encouraged attendance at the green building seminar, scheduled on November 19 from 8 a.m. to 3:30 p.m. The City is a co-sponsor with Recycle Utah. There was discussion about Park City's two pending appointments to the Mosquito Abatement Board; where there was consensus that one member should be a Public Works employee and the other Dana Williams.

2. Review of regular meeting:

Conservation easements. Planner Brooks Robinson explained that third party conservation easements are proposed for properties purchased with open space bond proceeds. There were previous Council discussions about creating language delineating specific prohibitions and permitted uses, which proved to be inefficient and as a result, the language has been considerably pared down. He referred to language in Section 4, "*reserved rights*", relating to use of property as undeveloped park and recreational land and the ability to construct related amenities. In response to a question from the Mayor about conducting environmental remediation on open space parcels, Mark Harrington explained that easement language mirrors associated bond language and environmental work is consistent with conservation values. He continued that a mediation process is outlined in the event there is disagreement over a use issue.

Council member Kernan felt this approach provides a good balance between maintaining conservation values and promoting recreational opportunities. It was clarified for the benefit of Marianne Cone that these conservation easements only involve properties purchased with open space funds so the McPolin Farm is not included at this point. There was discussion about existing third-party conservation easements in the Flagstaff. See regular meeting minutes.

CDBG application. Bret Howser explained that the Community Development Block Grant (CDBG) is a federally funded program designed to provide monies for projects benefiting low and moderate income households. The grants are state-administered and the Mountainlands Association of Governments (MAG) monitors the program in Utah. For 2005, MAG has allocated $675,000 for Summit and Wasatch Counties and typically awards $100,000 to $150,000 for capital projects. Last year, Park City applied and received $25,000 for the affordable housing plan. Mr. Howser explained the application process, specifically identifying projects for the consolidated plan. The hearing tonight invites public input on community needs and suggestions for projects. Gary Hill referred to eligible projects outlined in the staff report and the suggestion that the City act as a "*pass-through agent*" for non-profits, specifically the People's Health Center (PHC). Based on research, staff learned that the CDBG program may not be the best vehicle for non-profit organizations.

Phyllis Robinson explained that the CDBG is much more of a *bricks and sticks* type program, focusing on community revitalization and more recently housing. However, there is the ability through the CDBG to provide resources for public services, described as enhancements to programs that currently do not exist. Through the Department of Health and Human Services, there is a Public Service Block Grant (PSBG) which addresses issues like child care, nutrition, homelessness, and health care. This may be a more appropriate venue for PHC. Gary Hill continued that in consideration of this information, staff recommends applying for funds to assist with the ADA portion of the Marsac remodel project, as it adequately meets criteria.

Jim Hier asked if PHC should apply for capital projects through the CDBG process. Gary Hill explained that the application would have to be facilitated through the City and both the applicant and sub-grantee must attend a workshop together prior to eligibility. Discussion ensued about medical equipment qualifying under the PSBG criteria. Mr. Hill added that the money must be spent within 18 months of execution of a contract, which is generally the first of the fiscal year or July 1. In response to a question from the Mayor, Mr. Hill felt that the timing of the grant will work well with the projected commencement of the Marsac project. He emphasized that it is staff's intention to educate non-profits of funding opportunities which may potentially dovetail into a request for the City's sponsorship, which can be addressed through the special service contract process.

Joe Kernan relayed that he understood that there may be an opportunity for PHC to obtain facility space through the IHC hospital project. He pointed out that the grant workshop is scheduled in September and the public hearing in November and suggested reversing the order. Mr. Hill believed that the process is strictly regulated but suggested that sponsorship be addressed in the special service contract in July. Jim Hier suggested that the City schedule a preliminary hearing before September, which would not interfere or change MAG's guidelines. There was consensus among Council members to independently hold a hearing for interested non-profits prior to September. Joe Kernan suggested including citizen physical needs and health services in the City's consolidated plan and Mr. Hill agreed that this will be included next year.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 4, 2004

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, November 4, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Gary Hill, Budget Manager, Bret Howser, Analyst, Ray Milliner, Planner; and Brooks Robinson, Planner.

II COMMUNICATIONS FROM COUNCIL AND STAFF

Education Foundation – Suzanne Moore thanked the Mayor and City Council for its support and reminded people of the luncheon hosted by the Foundation next Wednesday at the Silver Lake Lodge. The Mayor reported that he will read the Polar Express at the Library as part of the week's activities.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF OCTOBER 14, AND OCTOBER 21, 2004

Kay Calvert, "I move to approve the work session notes and minutes of meetings of October 14 and 21, 2004". Candace Erickson seconded. Motion unanimously carried.

V PUBLIC HEARINGS

1. Community Development Block Grant (CDBG) application – See staff report and work session notes. Bret Howser explained that the CDBG is a federally funded program for the development of viable communities focusing on low to moderate income households. The amount set aside this year for Summit and Wasatch Counties is $675,000; awards for capital projects range between $100,000 to $150,000. Last year Park City received $25,500 for our affordable housing plan. Mr. Howser emphasized that the application process requires holding a public hearing for the purpose of providing citizens with information about the grant program, identifying and discussing community development needs, and obtaining citizens views and suggestions with regard to possible projects.

The Mayor referred to the consolidated plan in the staff report, which outlines qualifying projects and opened the public hearing. Hearing no comments, the public hearing was closed. There was discussion about the grant amount varying each year. Council expressed its consensus for applying for funding for the ADA portion of the Marsac remodel project and Gary Hill added that staff will be returning to Council with cost estimates in the next couple of weeks.

2. Ordinance approving an amendment to all of Lots 26, 27 and 28 of Block 4 of the Park City Survey, located at 424 Woodside Avenue, Park City, Utah – Planner Ray Milliner explained that the application requests combining three lots into one. The Planning Commission forwarded a positive recommendation based on the findings of fact, conclusions of law, and conditions of approval outlined in the ordinance. The Mayor opened the public hearing. Hearing no input, the public hearing was closed.

3. Ordinance approving an amended and restated Paintbrush Homes Record of Survey Plat, Park City, Utah – Planner Brooks Robinson explained that the applicant is requesting creating two units on the existing record of survey, which transfers 5.2 unit equivalents of density to this plat approved in the Village at Empire Pass MPD. The project is located in the RD zone and meets height and setback requirements. Hearing no comments from the audience or the Council, the public hearing was closed.

4. Ordinance approving the Shooting Star Lodge Condominium Plat, Park City, Utah – Planner Brooks Robinson stated that Shooting Star is the first large multi-unit building within the Village at Empire Pass. This is a condominium project with 21 units ranging in size from 1,351 to 2,028 square feet. The application complies with the approved conditional use permit for Shooting Star Lodge and the MPD for the Village at Empire Pass. The Mayor opened the public hearing. Mark Harrington reported that the City continues to receive correspondence from Craig Smay, Esq. objecting to approvals in Flagstaff. Hearing no comments from the audience or the Council, the Mayor closed the public hearing.

VI CONSENT AGENDA

Jim Hier, "I move approval of Consent Agenda Items 1 through 5". Kay Calvert seconded. Motion carried unanimously.

1. Approval of quit claim deed from PCMC to the owners of units at 587 Deer Valley Loop Road Condominiums – See staff report and public hearing.

2. Ordinance approving an amendment to all of Lots 26, 27 and 28 of Block 4 of the Park City Survey, located at 424 Woodside Avenue, Park City, Utah – See staff report and public hearing.

3. Ordinance approving an amended and restated Paintbrush Homes Record of Survey Plat, Park City, Utah – See staff report and public hearing.

4. Ordinance approving the Shooting Star Lodge Condominium Plat, Park City, Utah – See staff report and public hearing.

5. Resolution proclaiming the week of November 6 – 13, 2004 as Park City Education Week in Park City, Utah – See public input. Staff recommends approval.

VII NEW BUSINESS

Granting of conservation easements to Summit Land Conservancy, in a form approved by the City Attorney, on all lands purchased with open space bond funds as follows:

- Richards Ranch (SR224)
- Virginia Mining Claim (Rossi Hill)
- Union Pacific (Rail Trail)
- Grover (Round Valley)
- UP&L (bottom of Main Street)
- McMillian (Round Valley)
- Bilogio (Round Valley)
- Cranbrook (Round Valley)
- E. Gillmor (Round Valley)

See staff report and work session notes. Planner Brooks Robinson stated that third-party conservation easements are prepared for these properties, purchased with open space bond proceeds, to be granted to the Summit Land Conservancy, a Utah non-profit. Jennifer Guetschow, Summit Land Conservancy, thanked Council and expressed her appreciation of the cooperative effort in completing this project. She acknowledged that the state-wide initiative for open space did not pass. However, it passed overwhelmingly in Summit County and the open space bond for Snyderville Basin was successful. The Summit Land Conservancy is committed to work with the legislature and/or a mechanism for state funding for the preservation of open space. Kay Calvert asked if the failure of the state bond was because of education priorities or lack of importance to voters. Ms. Guetchow responded that she felt it is both and voters were also confused by the proposition language. Jim HIer thanked everyone involved in the process. Jim Hier, "I move that Council approve the third-party conservation easements on the lands purchased with open space bond funds". Joe Kernan seconded. Motion unanimously carried.

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Jim Hier, "I move to close the meeting to discuss property and personnel". Kay Calvert seconded. Motion carried unanimously.

The meeting opened at approximately 5:30 p.m.

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

Prepared by Janet M. Scott

City Council
Staff Report

Author: Douglas Stephens
Subject: CITY OWNED PROPERTIES
Date: November 18, 2004
Type of Item: Administrative

Planning Department

Purpose: The purpose of this report is to provide City Council with an overview of the current use, maintenance issues, and general recommendations for City-owned historic buildings.

Entry Corridor
Neighborhood Context
These buildings are among the most important that Park City owns. They provide the first communication as you arrive to Park City that history and open space is an important value to the community. Successful restoration speaks as much to today as yesterday and vitality is the key to its current use. The use of these buildings should therefore always be sensitive of the community values of open space and history.

Properties
McPolin Farm & Out Buildings
McPolin Open Space, Huntsman Park & Richards Ranch

McPolin Farm & Out Buildings
Current Use:
The McPolin Farm is currently programmed for four events each year, but has approval for 12 events. The events enhance Park City as a community.
The lower level of the McPolin Barn is presently being used for storage and is full. Any use of this space would require finding additional space to store the items that are located in the Barn.
The McPolin Barn is structurally sound with the reinforcing that was completed in the past. The second level although vacant is not usable space because of the cabling that was completed to reinforce the building.

Maintenance Issues:
The following maintenance should be considered but are not urgent:

The back side of the new barn, the farmhouse and the sheds should be painted before it becomes a more serious and expensive task to complete. The windows, porch railings and balustrades are in need of particular attention.

On the back side of the new barn the concrete form ties that are protruding should be removed.

Above the rear door of the McPolin Farmhouse the rear porch light is missing. An appropriate exterior light should be selected and installed.

Also at the McPolin Farmhouse, water from the roof is flowing directly onto the brick chimney, resulting in the bricks in the chimney to be exposed to constant freezing and thawing. The effected bricks are beginning to deteriorate. The roof water flowing from the roof should be redirected and the necessary bricks replaced.

The McPolin Barn is constructed with a sandstone foundation that as been painted. The paint traps the moisture as it tries to migrate from inside to outside and then freezes and deteriorates the sandstone. The negative effects of this process are minimized at this point because the barn is not in active use. The paint on the sandstone foundation of the barn should be removed.

On the McPolin Farm outbuildings, located behind the farmhouse, the following rehabilitation should be considered. The shed located in the center needs a concrete pad underneath the structure as was done on the other two sheds. The connection of the building between the shed and the concrete pad should be redwood or pressure treated wood to minimize the effects of the wood rotting.

The galvanized shed along with the outhouse located by the McPolin Barn are in needs of repairs and stabilization. A descendant of the McPolins has volunteered the labor to make the necessary repairs to the outhouse.

The entry doors to the equipment rooms on the barn need to be restored.

The roof on all structures unless otherwise noted appear to be in good condition.

The pole shed across Highway 224 is in need of shear bracing, missing roof panels and reinforced connections between the structural components.

<u>Recommendation:</u>
The investment in this property is underutilized and could be more of community focal point.

The milking equipment rooms that have been added to the barn could be further developed to help tell the story of this dairy farm. The milking equipment rooms along with the outbuilding and pole shed could be expanded to help convey the story of this dairy farm.

The pole shed as potential for future use but feels isolated from the dairy farm.

There have been offers to “adopt a barn” and paint this shed but requires the above maintenance first. This could be a viable community program to supplement the maintenance of the farm structures.

The handicap access for the home as been completed and is available for programming along with the new facility. The trailhead parking across Highway 224 is soon to be completed.

Park Avenue Historic District
Neighborhood Context

These properties along with the City Park and its surrounding fields speak to Park City’s values of history and community recreation. This area anchors the neighborhood both visually and with activity. These properties reflect the residential nature of the neighborhood where education and neighborhood playing fields are important. This area is connected on a personal scale by the walkway along Poison Creek.

Properties

Miner’s Hospital
Park City Library and Education Center
Recreation Fields

Miner’s Hospital

Current Use:
The current use of the Miner’s Hospital does provide for a community benefit but further investigation may result in the building being utilized more effectively

The restoration of the Miners Hospital appears to be adequate and there is no recommendation for any further improvements.

Maintenance:
The following maintenance issues should be considered but are not urgent:

The Miner’s Hospital requires repair to the north side foundation stucco. Further investigation needs to be done to determine if it was a deficient installation or is being caused by the water from the roof not being redirected.

Also on the Miner’s Hospital the front porch railings and balustrades need to be repainted. The windows primarily with southern and western exposures also need
to be painted.

Recommendation:
The Miner’s Hospital with its focal point in City Park is the visual focus of this area and would benefit from additional use. Also address the above maintenance issues.

Education Center, Library & Playing Field

Current Use:

The current use of the facility is adequate. The community benefits from the ability of the activities in this building to bond the community together.

The playing field to the north is heavily used in the winter for sledding. Although the slope of the field is shallow it does seem to attract children of all ages. It seems to be in a convenient location and the Education Center to the South blocks the sunlight and allows the slope to harden to ice.

The are negative impacts being felt by the neighborhood with regards to the impacts that are created by the shuttling of children to and from the day care facility. Any future use of this building will need to carefully the impact of traffic.

Maintenance:

The education center requires some repairs to the foundation stucco on the north side of the addition where the concrete was cut to install windows. The problem may be created by the water on the exterior window sill being able to migrate between the stucco and the concrete foundation. To correct this problem some type of window sill should be installed.

Also on the Education Center it would be appropriate to stucco the concrete foundation on the west wall that borders on Woodside Avenue.

Recommendation:

Address the above maintenance issues. Examine the possibility of expanding the playing field for wintertime use as a sledding area.

The coating on the front stairs of the Education Center should be reconsidered. The color is inappropriate for this historic building.

Lower Main Street Historic District.

Neighborhood Context

These three properties are very significant to the development of the Main Street Historic District and in particular they have the potential along with the Kimball Art Center, the Depot Building and Easy Street to provide a historic anchor to Lower Main Street. These properties that the City owns should be developed in such a way to reinforce these values. These properties make a strong visual statement that you have arrived at the beginning of Park City's Historic Main Street.

Properties

Burnis Watts Property

National Garage

664 Woodside Avenue

Burnis Watts Residence & the National Garage

Current Use:

These properties are currently vacant and are being considered for disposition. The maintenance issues below are considered in the context that the properties will not be the long term responsibility of the city. This will transfer the responsibility of restoration to the subsequent owner or owners.

Maintenance:

The Burnis Watts Residence and the National Garage is presently unoccupied and as such additional needs to be considered with regards to winter maintenance and snow loading on these structures.

Recommendation:

Continue on with the necessary maintenance and review the goals and method of disposition to accomplish the desired goals of the community with regards to these properties

The successful applicant of the RFP process for the Burnis Watts residence and the National Garage was not able to complete the necessary financing. Therefore the City will need to decide the process it wishes to proceed thru on this important piece of property.

664 Woodside

Current Use:

The residence is currently being rented on a month to month basis. The occupation of this building helps to minimize the need to perform the same maintenance as required by the other buildings especially as it relates to snow loading.

Maintenance:

There are currently no immediate maintenance issues on this building.

Recommendation:

Continue on with the process of disposition of the property.

Upper Main Street Historic District
Neighborhood Context

These properties along with the vacant land recently acquired by Park City at 148 Main Street (Tallon Parcel) should become the anchor to the top of Main Street providing a visual residential history of Park City. By continuing the light posts up Main Street to the turn around it will create continuity to the top of Main Street and link the historic district with its western edge at Park Avenue. By combining the lots at 148 Main Street (Tallon Parcel) with the stabilization of the building and the Poison Creek flume a dynamic environment could be created at the top of Main Street through the creation of a park sensitive to history. The completion of the turnaround at the top of Main Street will complete the journey up Main Street and provide the facilities to board the Main Street Trolley.

<u>Properties</u>
Tallon Single Family Home & Garage at 148 Main Street
Imperial Hotel
222 Swede Alley
Tallon Parcel at 148 Main Street: City Owned Vacant Land & Poison Creek Flume
Main Street Turnaround

<u>Tallon Single Family Home & Garage at 148 Main Street</u>
<u>Current Use:</u>
The building is currently unoccupied and secured.

<u>Maintenance</u>:
Maintain the adjacent Poison Creek drainage and keep the buildings secure from intruders.

<u>Recommendations</u>:
The house presently sits in the flood plain of Poison Creek and is secured. Ultimately the location of the house is an issue because of potential damage from flooding and also improvements to Hillside Avenue. It is recommended that the house be stabilized with footings and foundation by moving the home up to Main Street. The preliminary cost estimates range from $20,000 to $30,000. The abatement fund could provide the funding and then be reimbursed upon sale of the property. Upon completion of the stabilization the house would be sold. These funds would then be available for further improvements to the land and Main Street. The land would be recommended to be a small historic landscaped park.

<u>Imperial Hotel and Parking</u>
<u>Current Use:</u>
The Imperial Hotel is currently under contract to be operated thru the upcoming ski season while a determination is being made by the Air Force to acquire the property.

<u>Maintenance:</u>
There is no immediate maintenance or building issues associated with the Imperial Hotel especially in consideration of the current plans to sell the building. The drainage problem on the north side of the building as been corrected and heat tape on the north sloping roof is scheduled for installation. The integrity of the building is best maintained thru continued use until a decision is made with regards to the disposition of the property.

<u>Recommendation</u>:

Continued on with the decisions that has been made by council to operate the building thru April of next year. If it is the decision to sale the property then it may be advantageous to sale the property separately from 222 Swede Alley.

222 Swede Alley

Current Use:

The building in the past has been occupied as a residential rental. The lower level was damaged this past summer when Poison Creek overflowed its channel. The building is presently unoccupied and as been winterized to prevent any further damage.

Maintenance:

The building is presently unoccupied is and is secured. No further maintenance is proposed.

Recommendation:

It is recommended that the building remain unoccupied. The amount of funds generated from rental will not offset the costs needed to be the building in to a rentable condition. To maximize sales proceeds it may be best to dispose of this property separately from the Imperial Hotel.

It is also recommended that a preservation easement be recorded on the building.

Tallon Parcel at 148 Main Street: City Owned Vacant Land & Poison Creek

Current Use:

The land is presently not used. In the winter it is used for snow storage on a limited basis.

Maintenance issues:

There is currently no maintenance issues associated with this vacant property other than the maintenance of the Poison Creek Drainage Flume.

Recommendation:

Develop the land as a passive park with a historic theme and restore the historic Poison Creek Flume.

City Owned Land at Main Street Turnaround

Current Use:

The property is currently being used for parking, primarily by the residents of upper Main Street. In the winter it is also used for snow storage.

Maintenance:

No maintenance is proposed as being necessary for this property.

Recommendation:

Landscape the area to include limited amount of parking and also a bus kiosk. This area collects riders for the Main Street Trolley from a large area of upper historic district.

Center of Historic Main Street
Neighborhood Context

These buildings, along with the Miner's park on Main Street, provide a historic center to Main Street.

Properties
Park City Historical Society Museum
Retail Stores (Jan's & ABC Reservations)

Current Use:
The buildings are currently occupied.

Maintenance:
The roof on the East side of the building occupied by Jan's and the Museum presently drain one story on to the roof below and is causing excessive moisture to accumulate in the masonry and with the changes in temperature is causing the masonry to fail. This problem may best be corrected when the museum improvements are made.

Recommendations:
The City should continue to support the Park City Historical Society in its efforts to expand the Museum and its role in the community. Also support communication between the City with its downtown projects and the Museum expansion to enhance both projects. If the Museum is successful with its new mission it will provide additional vitality and interest in the history of Park City and to Historic Main Street.

East Anchor of Main Street Historic District
Neighborhood Context

These buildings, structures and land visually anchor the East Side of the Main Street Historic District. With the inclusion of the town Green, these properties help to expand the focal point of Main Street to include Swede Alley and potential to increase the sales tax base being generated by retail sales on Main Street.

Properties
Marsac School
China Bridge Parking Structure
Sandridge Garages

Marsac School & China Bridge Parking Structure
Current Use:

The building previously houses the municipal government offices, including police facilities and also KCPW.

Maintenance:
The structure does not have immediate short term maintenance issues that need to be addressed. The long-term issues will be addressed thru the rehabilitation of the building.

Recommendation:
Continue on with direction established by the Council to rehabilitate and upgrade the facility to more efficient and provide a building that addresses the Public Safety issues.

Sandridge Garages:
Current Use:
The garages are currently being used by the adjacent property owners which share ownership of the property.

Maintenance issues:
The garages are all in need of stabilization and repairs but it is unclear who is responsible for the repairs.

Recommendation:
It is the recommendation to get the ownership and responsibility of ownership into the hands of those property owners who are currently in use of the structures. These buildings provide an important buffer between the Sandridge Parking lots and Sandridge Avenue. Therefore part of the conditions of the encroachment agreement should be a preservation easement.

Pace Homer Shed

Based on the roof line of the shed it appears that the structure has been significantly altered. If this is the case then the shed could be removed. There are some minor repairs to the floor that should be completed to insure the building is not a safety issue. If it is determined to be insignificant the material from the structure could be used to supplement the restoration of other sheds owned by the city.

Staff recommends that Council review and discuss this information and direct Staff to work with Building, Engineering and Budget Departments to coordinate the necessary improvements to the historic buildings.

CITY COUNCIL
Staff Report

PLANNING DEPARTMENT

Planner: **Ray Milliner**
Subject: **240 SWEDE ALLEY**
Date: **November 18, 2004**
Type of Item: **Administrative; Plat Amendment**

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

DESCRIPTION
Project Name: 240 Swede Alley
Project Planner: Ray Milliner
Applicant: Richard Frandsen (David Fisher Representative)
Location: 240 Swede Alley
Zone: Historic Residential (HR-2)

BACKGROUND
The applicant is requesting a plat amendment to combine portions of Lots 12 through 18 of Block 72, Millsite Reservation to the Park City Survey into three lots of record, for the purpose of developing two lots and creating a lot of record for an existing single family home. Located at the intersection of Grant Avenue and Swede Alley, the property is currently utilized by the City for parking and for an existing single-family home. If approved, the plat amendment will create three lots; the first (250 Grant Avenue) will have 4,334 square feet and be for the existing single-family home; the second (240 Swede Alley) will have 3,067 square feet and is currently vacant; and the third will have 2,267 square feet and is currently vacant as well.

ANALYSIS
The property is located in the HR-2 zone. The proposed plat amendment will create 3 lots with the following dimensions:

	250 Grant Avenue	**240 Swede Alley**	**Lot 3**
Lot Size	4,334 Square Feet	3,067 Square Feet	2,267 Square Feet
Lot Width 15' From Front Property Line	68 Feet	51 Feet	54 Feet
Lot Depth Measured from	60 Feet	57 Feet	44 Feet

the middle of the lot			

Access to the vacant lots will come from Swede Alley, while access to 250 Grant Avenue is from Grant Avenue. The proposed single-family uses are allowed in the zone, however they area proposed on a lot that exceeds 30% in slope. Therefore, in addition to meeting the required minimum lot and site requirements of the LMC any construction on the site must receive a CUP for construction on a steep slope from the Planning Commission. The applicant has not yet submitted any steep slope or Historic District Design Guideline review applications, for review. The proposed application complies with all required lot size and dimension requirements set forth in the LMC.

Complicating the application is a main sewer line that bisects the property. Sewer laterals from two or three homes above the property that connect into the main line. The applicant has been in discussions with the Snyderville Basin Water Reclamation District to determine the best way to protect that sewer line during construction. Representatives from the sewer district have indicated that a ten-foot wide easement along the property line between the two lots (five feet on either side) to accommodate the sewer line would be appropriate, and it has been drawn onto the proposed plat. Additionally, the property is located in Zone A of the FEMA FIRM Flood Insurance Rate Map, meaning that the property is in an area that is in jeopardy of being inundated at least once every 100 years. To protect the proposed buildings from flooding, staff has added a condition of approval prohibiting basements in any new structures built on the property.

NOTICE
Notice of this hearing was sent to property owners within 300' on October 27, 2004. No comments regarding this application have been received by staff at the date of this writing.

DEPARTMENT REVIEW
The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on October 19, 2004, where representatives from local utilities and City Staff were in attendance.

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

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Proposed Plat Amendment
Exhibit C – Location Map

AN ORDINANCE TO COMBINE PORTIONS OF LOTS 12 THROUGH 18 OF BLOCK 72, MILLSITE RESERVATION TO THE PARK CITY SURVEY INTO THREE LOTS OF RECORD, LOCATED AT 240 SWEDE ALLEY PARK CITY, UTAH

WHEREAS, the owner of the property known as 240 Swede Alley, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on November 10, 2004 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove the lot lines between six lots of record creating three lots of record; and

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

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

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

1. The property is located in the Historic Residential (HR-2) zone.
2. The HR-2 zone is designed to establish a transition in use and scale between the HCB and HR-1 zones.
3. Limited single-family residences and commercial uses are allowed and/or conditional in the HR-2 zone.
4. The amendment will combine portions of lots 12, 13, 14, 15, 16, 17, and 18 of Block 72, Millsite Reservation to the Park City Survey into three lots of record.
5. Portions of each proposed lot are located within Zone A of the Federal Emergency Management Agency FIRM Flood Insurance Rate Map.
6. Homes located within Zone A of the Flood Insurance Rate Map are not allowed basements.
7. The proposed lot at 250 Grant Avenue would consist of 4,334 square feet.
8. The proposed lot at 240 Swede Alley would consist of 3,067 square feet.
9. The proposed lot 3 Swede Alley would consist of 2, 267 square feet.
10. There is an existing single-family home on proposed 250 Grant Avenue.
11. There is an existing sewer line bisecting the site.
12. The applicant has proposed a ten-foot wide sewer easement to accommodate the existing sewer line.

13. Portions of the lots exceed 30% slope. Any construction requires a Steep Slope CUP prior to the issue of a building permit.
14. No remnant lots will be created as a result of this application.

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

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

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

1. City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
3. A sewer easement to accommodate the existing main sewer line located on the property consistent with the requirements established by the Snyderville Basin Water Reclamation District will be dedicated on the plat.
4. Because the property is located within the Flood Zone, Zone A of the FEMA Flood Insurance Rate Map no basements are allowed.
5. Any commercial use on the property shall be required to meet minimum parking standards as outlined in Chapter 3, of the Land Management Code.
6. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
7. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void

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

PASSED AND ADOPTED this 18th day of November 2004.

Portions of Lots 12 through 18, Block 72, Millsite Reservation to The Park City Survey Lot Line Adjustment

250 GRANT AVENUE
NEW LEGAL DESCRIPTION

A part of Lots 12, 13 and 14, Block 72, Millsite Reservation to the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, more particularly described as follows:
Beginning at a point that is North 05°46' West, 7.06 feet from the Northwest corner of Lot 13, Block 72, Millsite Reservation and running thence North 84°14' East, 84.69 feet; thence South 04°30' West, 16.18 feet to a point on the parcel of land described in the Judgement Quieting Title, Case No. 93-11842, recorded in Book 776, Pages 419-420, in the office of the Summit County Recorder; thence along said Quiet Title Parcel the following three courses: 1) South 85°21'34" West, 18.43 feet; 2) South 01°40'17" West, 38.61 feet; and 3) South 04°56'59" East, 9.70 feet to a point on the Southerly line of said Lot 14; thence along said Southerly line, South 79°32'52" West, 58.44 feet to the Southwest Corner of said Lot 14; thence along the Westerly lot lines of said Lots 14, 13 and 12, North 05°46' West, 68.31 feet to the point of beginning; containing 4,334.4 square feet, more or less.

240 SWEDE ALLEY
NEW LEGAL DESCRIPTION

Beginning at the Southwest Corner of Lot 16, Block 72, Park City Survey (also referred to as Block 72, Millsite Reservation to the Park City Survey) and running thence North 05°46' West, along the West line of said Block 72, 56.13 feet to the Southwest Corner of Lot 14; thence along the Southerly Line of said Lot 14, North 79°32'52" East, 58.44 feet to a point on the Westerly boundary of the parcel of land described in the Judgement Quieting Title recorded in Book 776, Pages 419-420, on file in the office of the Summit County Recorder; thence along said Judgement Parcel, South 04°56'59" East, 55.43 feet to a Corner of said Quiet Title parcel and the Northerly line of that parcel of land described in the Second Amended Quiet Title Judgement recorded in Book 776, Pages 415-418, on file in the office of the Summit County Recorder; thence along said Second Amended Quiet Title Judgement the following 4 courses: 1) South 78°47'21" West, 11.83 feet; 2) South 07°38'36" East, 26.14 feet; 3) South 09°13'36" East, 14.84 feet; and 4) South 32°25'07" East, 5.77 feet to the South Line of Lot 18 of said Block 72; thence along said South Line of Lot 18, South 73°45'21" West, 43.94 feet to the Southwest Corner of said Lot 18; thence North 13°34' West, along the West Line of said Block 72, 50.20 feet to the point of beginning; containing 5,334.7 square feet, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned is the personal representative of the Alan D. Frandsen Estate, the owner of the hereon described tracts of land located in Block 72 of the Millsite Reservation to the Park City Survey, and having caused this Lot Line Adjustment Plat to be made, does hereby consent to the recordation of this Record of Survey Plat in the office of the County Recorder of Summit County, Utah in accordance with Utah Law.
Also, the owner, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on this Plat in accordance with an irrevocable offer of dedication.
In witness whereof, the undersigned set his hand this_____day of_____________2004.

By: ______________________
Richard B. Frandsen
Personal Representative
Alan D. Frandsen Estate

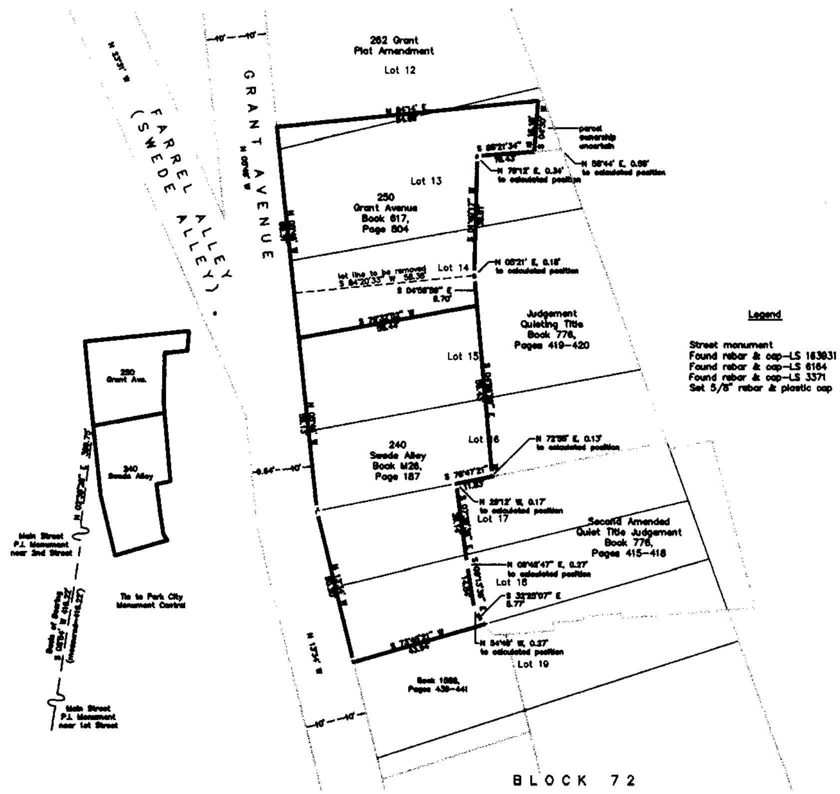
ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this _____ day of______ _______ 2004, Richard B. Frandsen personally appeared before me, the undersigned Notary Public, in and for said State & County who after being duly sworn, acknowledged to me that he is the personal representative for the Alan D. Frandsen Estate, that he has signed the above Owner's Dedication and Consent to Record on behalf of said Alan D. Frandsen Estate and that he executed this document in his capacity as personal representative as the act of said Alan D. Frandsen Estate for the purpose set forth herein.

My commission expires: ______________ ______________________

NOTARY PUBLIC
RESIDING IN ________ COUNTY,______



NARRATIVE

1. Survey requested by: Zion Bank.
2. Purpose of survey: lot line adjustment between adjacent properties.
3. Basis of survey: found street monuments as shown. Block dimensions from the Amended Park City Monument Control Map by Bush & Gudgell, Inc. recorded as Entry No. 199867 and the Plat of Subdivision No.1 of Millsite Reservation, Park City, Utah dated June 20, 1887, both on file in the office of the Summit County Recorder and a drawing titled "Park City Millsite Survey, Block No's. 21, 70, 71, & 72 & Millsite Reservation" prepared for Park City Municipal Corp. by J.J. Johnson & Assoc., Job No. 6-43-80, dated April 1982, revised 10/22/82.
4. Date of survey: August 26, 2004.
5. Property corners set or found as shown.
6. Located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. See the official plats of The Park City Survey and the Millsite Reservation for other possible easements and restrictions.
8. The following recorded surveys were used to establish the position of the property description: File No's. S-518, S-569, S-1055, S-1065, S-3190, S-3277 and the 282 Grant Plat Amendment, all on file in the office of the Summit County Recorder.

SURVEYOR'S CERTIFICATE

I, J.D. Galley, a Registered Land Surveyor as prescribed by the laws of the state of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

__________ Date

__________ J.D. Galley RLS#359005

250 GRANT AVENUE
DEED DESCRIPTION

A part of Lots 12, 13 and 14, Block 72, Millsite Reservation, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, more particularly described as follows:
Beginning at a point that is North 5°46' West, 7.06 feet from the Northwest corner of Lot 13, Block 72, Millsite Reservation; and running thence North 84°14' East, 84.69 feet; thence South 04°30' West, 54.37 feet;; thence South 84°14' West, 75.00 feet to a point on the Westerly lot line of Lot 14; thence along the Westerly lot lines of Lots 14, 13 and 12, North 5°46' West, 53.50 feet to the point of beginning.
Description contains: 4,271.7 square feet.

Modified as necessary by the following Quiet Title Judgement and to allow for simplicity and mathematical closure:

Judgement Quieting Title, Case No. 93-11842, recorded in Book 776, Pages 419-420, Summit County Recorders Office:

A portion of Lots 13 throuth 16, Block 72, Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, more particularly described as follows:
Beginning at the Southeast Corner of Lot 16, Block 72 of the Park City Survey; thence S 78°47'21" W, 57.64 feet along the South Line of said Lot 16, to an intersection with a rock retaining wall; thence along said rock retaining wall N 04°56'59" W, 65.13 feet; thence N 01°40'17" E, 38.61 feet; thence N 85°21'34" E, 26.34 feet to the end of said rock retaining wall; thence S 20°13'36" E, 100.61 feet along the East Line of Block 72 to the point of beginning (containing 4,371 square feet).

240 SWEDE ALLEY
DEED DESCRIPTION

Beginning at the Southwest Corner of Lot 16, Block 72, Park City Survey (also referred to as Block 72, Millsite Reservation, Park City Utah) and running thence N 5°46' W along the West Line of said Block 72, 70.71 feet to an old fence line; thence N 84°14' E along said old fence line 58.29 feet to the West Line of an old rock wall, thence S 5°23' E along said West Line, 76.50 feet to an old fence line; thence S 82°09' W along said old fence line 11.00 feet to an old fence corner; thence S 7°57' E along an old fence line 37.90 feet to the South Line of Lot 18 of said Block 72; thence S 76°25'40" W, 41.80 feet along said South Line to the Southwest Corner of said Lot 18; thence N 13°34' W along the West line of said Block 72, 50.20 feet to the point of beginning.

Modified as necessary by the following two Quiet Title Judgements and to allow for simplicity and mathematical closure:

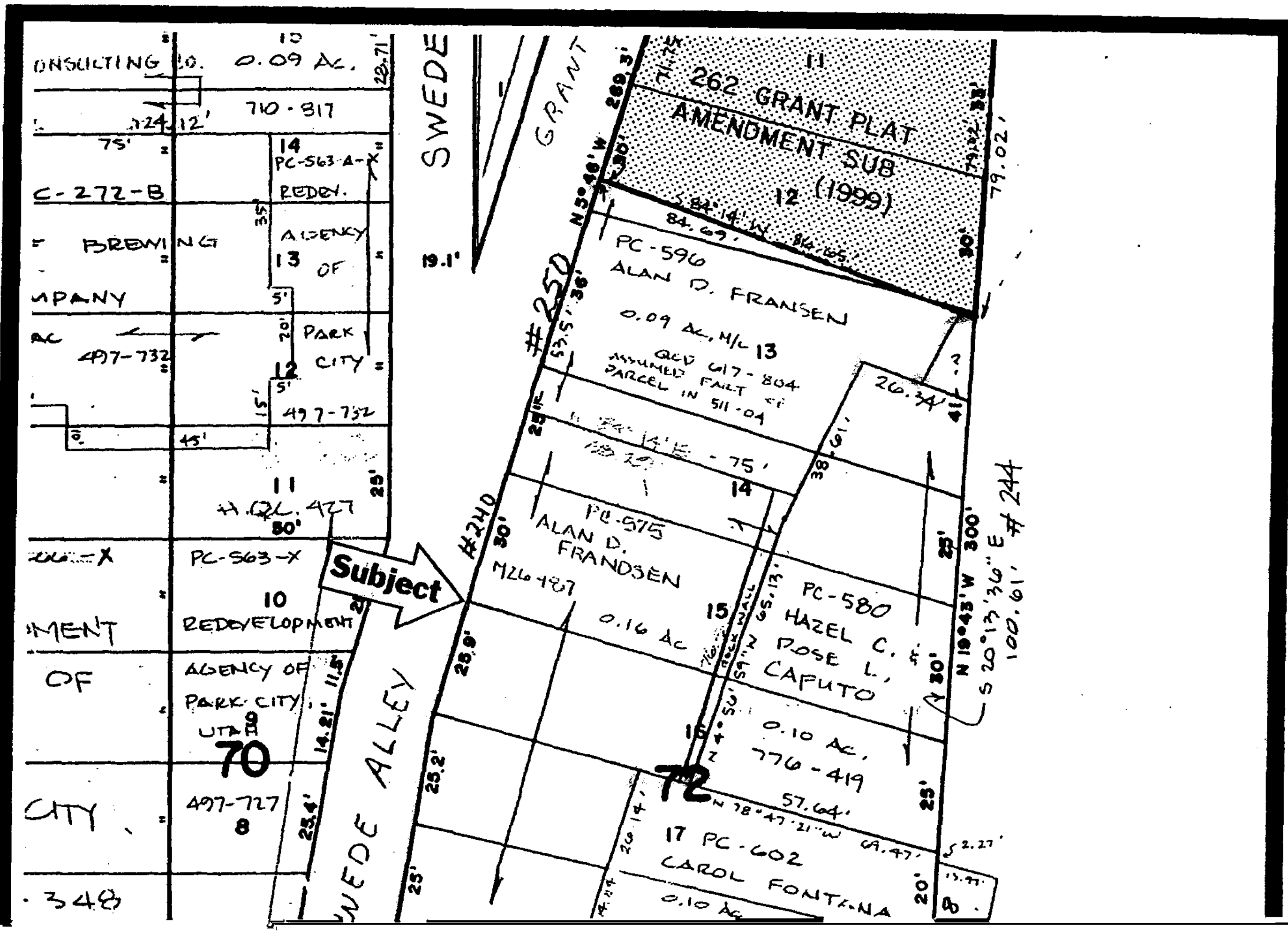
Second Amended Judgement and Decree of Quiet Title, Civil No. 10804, recorded in Book 776, Pages 415-418, Summit County Recorders Office:

Beginning at a point which is S 10°44'02" E, 671.83 feet from the survey monument at Marsac Avenue and 4th Street, said point also being the Northeast Corner of Lot 17, Block 72, Park City Survey Amended, and running thence S 19°43'00" E, 2.27 feet; thence N 78°21'00" E, 13.99 feet; thence S 14°23'59" E, 55.81 feet; thence S 85°25'44" W, 43.27 feet to the outside edge of an existing structure; thence N 5°30'47" W, 1.55 feet along the outside edge of said structure; thence S 85°10'41" W, 12.14 feet along the outside edge of said structure; thence S 2°59'41" E, 1.18 feet along the outside edge of said structure; thence S 85°25'44" W, 10.12 feet; thence S 4°13'34" E, 2.69 feet to the outside corner of the before mentioned structure, also being a fence corner; thence S 86°06'29" W, 19.19 feet along said fence line; thence N 46°00'08" W, 3.39 feet; thence N 32°25'07" W, 7.03 feet; thence N 9°13'36" W, 14.84 feet; thence N 7°38'36" W, 26.14 feet; thence N 78°47'21" W, 69.47 feet along the Northerly property line of said Lot 17, to the point of beginning.

Judgement Quieting Title, Case No. 93-11842, recorded in Book 776, Pages 419-420, Summit County Recorders Office:

A portion of Lots 13 throuth 16, Block 72, Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, more particularly described as follows:
Beginning at the Southeast Corner of Lot 16, Block 72 of the Park City Survey; thence S 78°47'21" W, 57.64 feet along the South Line of said Lot 16, to an intersection with a rock retaining wall; thence along said rock retaining wall N 04°56'59" W, 65.13 feet; thence N 01°40'17" E, 38.61 feet; thence N 85°21'34" E, 26.34 feet to the end of said rock retaining wall; thence S 20°13'36" E, 100.61 feet along the East Line of Block 72 to the point of beginning (containing 4,371 square feet).

Alpine Survey, Inc. 19 Prospector Dr. Park City, Utah 84060 (435) 655-8016	**SNYDERVILLE BASIN WATER RECLAMATION DISTRICT** REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ______ 2004. BY ______ SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	**PLANNING COMMISSION** APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ________, 2004 A.D. BY ______ CHAIRMAN	**ENGINEER'S CERTIFICATE** I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________ 2004 A.D. BY ______ PARK CITY ENGINEER	**APPROVAL AS TO FORM** APPROVED AS TO FORM THIS ____ DAY OF ________ 2004 A.D. BY ______ PARK CITY ATTORNEY	**CERTIFICATE OF ATTEST** I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ________ 2004 A.D. BY ______ PARK CITY RECORDER	**COUNCIL APPROVAL AND ACCEPTANCE** APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ________ 2004 A.D. BY ______ MAYOR	**RECORDED** STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______ DATE ____ TIME ____ BOOK ____ PAGE ____ FEE ____ RECORDER ____



262 GRANT PLAT
AMENDMENT SUB
(1999)
SWEDE
GRANT
SWEDE ALLEY
Subject
#250
#240
#244
PC-596
ALAN D. FRANSEN
0.09 Ac. M/L
PC-575
ALAN D.
FRANDSEN
0.16 Ac
PC-580
HAZEL C. & ROSE L.
CAPUTO
0.10 Ac.
776-419
17 PC-602
CAROL FONTANA
PC-563-X
REDEVELOPMENT
AGENCY OF
PARK CITY
UTAH
70
72
497-727
497-732
710-317
BREWING

Planning Commission
Staff Report

PLANNING DEPARTMENT

Subject: 80 King Road
Date: November 10, 2004
Type of Item: Administrative; Plat Amendment

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

DESCRIPTION

Name: 80 King Road
Project Planner: Ray Milliner
Owner of Property: Woolsey McKernon
Location: 80 King Road
Zone: Historic Residential Low Density(HRL)

BACKGROUND

The applicant is requesting a plat amendment to combine all of Lots 16 and 17 of Block 77 of Millsite Reservation to the Park City Survey into one lot of record, for the purpose of constructing an addition to an existing single-family home. If approved, the plat amendment will create a lot of approximately 3,750 square feet. There is an existing 6' wide water pipeline and sewer easement running along the south side yard of the property.

ANALYSIS

The property is located in the HRL zone. The proposed plat amendment will create a single lot of 3,750 square feet. The minimum lot size for construction of a single-family home in the HRL zone is 3,750 square feet. Lots of this size are limited to a building footprint of 1,519 square feet, with setbacks of 10 feet in the front and rear and 5 feet on the sides (because of the easement, the south side yard will have a 6' setback). The property has frontage on King Road. There is a significant slope (greater than 30%) to the lot, which will necessitate, pursuant to LMC Section 15-2.2-6, Planning Commission review and approval of a Steep Slope CUP for the proposed addition.

Compliance with all Land Management Code related issues including height, setbacks, and building footprint compliance will be conducted by the Planning Commission at steep slope review, all prior to the issue of a building permit.

NOTICE

Notice of this hearing was sent to property owners within 300' on October 27, 2004. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The Planning, Engineering and Building Departments have reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on October 19, 2004, where representatives from local utilities and City Staff were in attendance. No additional issues were raised.

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

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Proposed Plat Amendment

AN ORDINANCE APPROVING AN AMENDMENT TO COMBINE ALL OF LOTS 16 AND 17 OF BLOCK 77 OF MILLSITE RESERVATION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD, LOCATED AT 80 KING ROAD PARK CITY, UTAH

WHEREAS, the owner of the property known as 80 King Road, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on November 10, 2004 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove one lot line between two lots of record creating one lot of record; and

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

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

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

1. The property is located in the Historic Residential Low Density (HRL) zone.
2. The HRL zone is a residential zone that provides an area of low density residential use within the old portion of Park City.
3. The amendment will combine all of Lots 16 and 17 of Block 77 of Millsite Reservation to the Park City Survey into one lot of record.
4. There is an existing 6 foot wide water pipeline and sewer easement running along the south west side of the property.
5. Access to the property is available from King Road.
6. The proposed lot size is 3,750 square feet.
7. The minimum lot size for a single-family home in the HRL zone is 3,750 square feet.
8. No remnant lots will be created as a result of this application.

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

5. There is good cause for this plat amendment.
6. The plat amendment is consistent with the Park City Land Management Code and applicable State law.

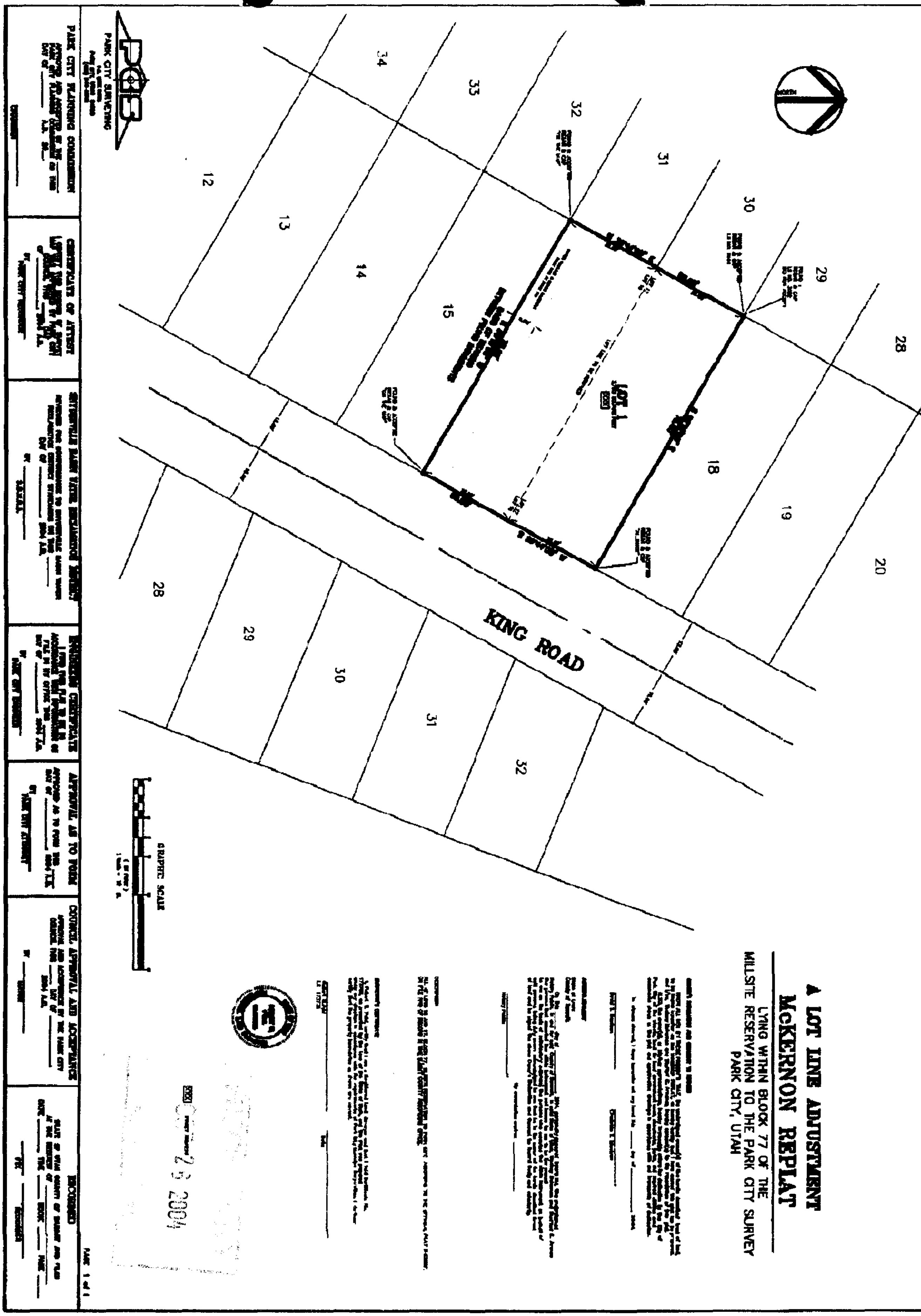
7. Neither the public nor any person will be materially injured by the proposed plat amendment.
8. As conditioned the plat amendment is consistent with the Park City General Plan.

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

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. No structures or construction is allowed within the 6 foot water pipeline and sewer easement along the south west side of the property.
3. The applicant shall dedicate a public utility easement on the plat.
4. A financial security to guarantee the installation of public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer
5. Any new construction will require a modified 13-D sprinkler system as reviewed and approved by the Chief Building Official.
6. Prior to the receipt of a building permit, the applicant shall submit an application for review for compliance with the Historic District Design Guidelines.
7. Prior to the receipt of a building permit, the applicant shall submit a Steep Slope CUP application for review by the Planning Commission.
8. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
9. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

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

PASSED AND ADOPTED this 18th day of November 2004.


A LOT LINE ADJUSTMENT
McKERNON REPLAT
LYING WITHIN BLOCK 77 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
PARK CITY, UTAH
KING ROAD
LOT 1
PARK CITY SURVEYING
GRAPHIC SCALE
PARK CITY PLANNING COMMISSION
CERTIFICATE OF ATTEST
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED

City Council
Staff Report

Special Events and
Facilities Department

Author: Alison Butz
Subject: **Triple Crown Girls Fast Pitch Softball World Series**
Date: November 18, 2004
Type of Item: Administrative – Master Festival License

Summary Recommendations:
Review the Master Festival License and Service Agreement with Triple Crown Sports and authorize the Mayor to execute a Service Agreement with Triple Crown Sports as attached in a form approved by the City Attorney.

Description

Topic:
A Master Festival License and Service Agreement for the Triple Crown Girls Fast Pitch World Series.

Background
Council has listed, as within its goals for 2004/2005 that Park City should maintain its status as a World Class Resort, as well as maintaining its activities during the summer. The Triple Crown Girls Fast Pitch Softball Championship contributes to those goals as well as adds vitality to town during the event.

For the past 2 years Park City has hosted the Triple Crown Girls Fast Pitch World Series. In an effort to secure the continued success of the tournament the City began discussions to enter into a Services Agreement to outline the event for future years. Triple Crown is interested in entering into a long-term agreement with Park City to secure fields for their future events and ensure their event will be successful each year. Staff has continued discussion with Triple Crown and the Chamber on the specifics of an agreement to outline the field use and other City services required.

The City has two long-term agreements with other organizations, Sundance and the Kimball Art Center. Staff finds that Triple Crown benefited the City substantially in it's first year of operation and had continued success in the second year. Park City would like to guarantee Triple Crown's tournament here for an additional four years. The agreement would start with the 2005 event and continue through 2008.

Analysis
In the past, Council has requested economic studies when considering long-term agreements. The City had previously hired Wickstrom & Associates to provide the City with detailed sales information. For this event, the City has worked internally to obtain the needed sales information and the Budget and Grants Department has supplied us with the breakdown of economic benefits.

SUMMARY OF REVENUE IMPACTS TO PARK CITY and SUMMIT COUNTY								
	Park City Revenue Impacts				Summit County Revenue Impacts			
	Local Option Sales and Use	Resort Tax	Transit Tax	Total Park City	County Option Sales and Use	Transient Room	Restaurant Tax	RAP Tax
Lodging	$24,361	$32,481	$8,120	$64,962	$8,120	$9,744	N/A	$3,248
Restaurant	$6,884	$9,179	$2,295	$18,358	$2,295	N/A	$9,179	$918
Retail	($13,198)	($17,597)	($4,399)	($35,194)	($4,399)	N/A	N/A	($1,760)
Other	$29,336	$39,115	$9,779	$78,230	$9,779	N/A	N/A	$3,911
TOTAL	$50,383	$63,178	$15,795	$126,357	$15,795	$9,744	$9,179	$6,317

The economic study shows that the event generated $126,357 in tax revenue for the City in 2003. Summit County receives $41,036 and the Park City Chamber and Visitor's Bureau ("PCCVB") receives an additional $87,700.

The scope of this analysis does not include indirect impacts (also know as "multiplier effects") generated by the initial direct expenditures within Park City. This is not, therefore, an evaluation of total consumer impacts to the region or State.

Using the economic analysis and knowledge of Triple Crown's needs as a guide, the City has put together a Master Festival License and Service Agreement (attached). The financial implications of the deal points are summarized in the Significant Impacts section of this report. Triple Crown Sports has agreed to the terms of the agreement. The term of the agreement starts for the 2005 event and continues through 2008.

Financial Components of Services Agreement

Festival Year	**2005**	**2006**	**2007**	**2008**
Special Event and Facilities Costs	$1,110.00	$1,550.00	$1,550.00	$1,550.00
Building Department Fees	$330.00	$330.00	$330.00	$330.00
Streets Department	$3,486.00	$5,154.00	$5,154.00	$5,154.00
Police Department	$700.00	$700.00	$700.00	$700.00
Parks Department	$32,165.00	$35,715.00	$35,715.00	$35,715.00
VALUE TOTAL	$37,781.00	$43,449.00	$43,449.00	$43,449.00

SIGNIFICANT IMPACTS: The Table above highlights the financial aspects of the agreement. In the past fee waivers have been issued to Triple Crown for totals around $15,000. If the Master Festival License and Service Agreement is approved, City Departments will need to make modifications to their budgets during the review of FY2006 budget process.

CONSEQUENCES OF NOT TAKING RECOMMENDED ACTION: The consequences of not taking the recommended action would be to continue on a year-to-year license basis with Triple Crown. The Service Agreement would save Staff time in planning future festivals since it would memorialize many reoccurring issues.

Alternatives

A. Approve the Master Festival License and Service Agreement for the Triple Crown Girls Fast Pitch World Series.
B. Modify the parameters of the Master Festival License and Service Agreement for the Triple Crown Girls Fast Pitch World Series.
C. Deny the Master Festival License and Service Agreement, thereby prohibiting the Triple Crown Girls Fast Pitch World Series.
D. The City Council may continue the hearing for more information and discussion.

Recommendation:

Review the Master Festival License and Service Agreement with Triple Crown Sports and authorize the Mayor to execute a Service Agreement with the Triple Crown Sports as attached in a form approved by the City Attorney

Exhibits

Exhibit A - Master Festival License and Service Agreement

Master Event License and City Services Agreement

THIS MASTER EVENT LICENSE AND CITY SERVICES AGREEMENT is entered into as of _________, 2004, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("Park City"), and TRIPLE CROWN SPORTS, a Colorado corporation ("TCS").

Recitals

WHEREAS, TCS has staged the Triple Crown Girl's Youth Fast Pitch World Series ("World Series") in Park City under the regulation and authority of annual Master Event Licenses issued by Park City;

WHEREAS, Park City and TCS wish to enter into a long term contract establishing Park City as the World Series headquarters and to maximize planning efficiencies, pool resources and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, TCS desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the World Series Event, all under the terms hereinafter provided;

WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of youth services for the purpose of enriching the lives of its residents;

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

WHEREAS, Park City reviewed the direct economic benefits of the World Series Event to Park City, and the Summary of Revenue Impacts to Park City and Summit County is incorporated herein by reference. The City Council finds that TCS's annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Event create an additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and TCS mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified at Exhibits A through D of this Agreement and each World Series in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of each annual World Series Event. Park City and TCS agree that the purpose for cooperation and flexibility is the successful operation of the World Series. Both Parties understand that plans may change each year.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and TCS with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual World Series. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the future years are incorporated within this Agreement; changes that promote the efficient and successful operation of the World Series may be considered. Failure to agree on changes to existing Plans will result in use of the Existing Supplemental Plans. Any substantial changes, as determined by City Staff, shall require an amendment to this agreement and City Council approval.

1.3 TCS General Responsibilities. In addition to the responsibilities of TCS set forth in the balance of this Agreement, TCS is responsible for the timely submission to City of all annual plans related to the World Series, and producing and providing all official information related to the World Series to the City.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to TCS or its designee all official Park City information relevant to the World Series and the Use Areas, including internal staff communication, and promoting positive support for Park City's involvement in the World Series and the opportunities provided thereby.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. TCS hereby agrees to hold the 2005, 2006, 2007 and 2008 Girl's Fast Pitch World Series in Park City. TCS reserves the right to substitute its Boys Baseball World Series into these dates if agreed upon by Park City. Accordingly, this Agreement shall be effective from November 18, 2004 thru August 31, 2008. The Agreement shall automatically renew for an additional two years for the 2009 and 2010 World Series unless either party provides the other with written notice of its intent not to renew by August 31, 2008.

3. Grant of Lease. Park City hereby grants to TCS and its designees and assigns, and TCS hereby accepts, the right for the occupancy and use of the Use Areas, including all facilities, buildings and spaces during the Use Periods and for the purposes further described on Exhibits "A" through "D", along with the use of the equipment, fixtures and furnishings, all available utilities, services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and TCS with respect to the Use Areas is that of landlord and tenant, and may be further be defined by Lease Agreement. However, the Lease Agreements shall not conflict with this Agreement or any Exhibit attached hereto. TCS has inspected the Use Areas and accepts the Use Areas "as is".

3.1 Park City and the Park City School District hereby acknowledge and agree that they are parties to a lease agreement dated November 8, 1990 which grants certain rights to Park City to use the Park City School District recreation fields, including those identified in Exhibits A through D herein (the "School Agreement"). The parties hereto enter into this Agreement subject to the School Agreement between Park City and the Park City School District and further agree that any such use of the School District's property shall be subject to the priority granted to the School District pursuant to the School Agreement that any use by the School District for the educational purposes shall have priority in scheduling over any other uses. By signing this Agreement, the Park City School District agrees that the occupancy and use rights granted by Park City to TCS via this Agreement are consistent with and in compliance with the terms of the School Agreement and that no further approval thereof by the Park City School District Board is required.

4. Exclusive or Shared Use. The Use Areas include areas where TCS has Exclusive Use and areas where TCS has Shared Use, as indicated on Exhibits "A" through "D". All Park City personnel who require access to Shared Use Areas during the applicable Use Periods shall be subject to TCS's operational and policies and plans for the Shared Use Areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and TCS shall cooperate to arrange times that TCS and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain

Temporary Improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

4.2 Lawful Use. During the applicable Use Periods, TCS will not use, operate or maintain the Use Areas improperly, carelessly, in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. TCS may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Exhibits "A" through "D"; for the moving in and out, and the construction, erection and staging of decorations, temporary facilities and installations and other Temporary Improvements, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the World Series and other visitors to the Use Areas; for advertising, marketing and promotion; and for any other purpose related to the World Series.

4.4 Rights to License. TCS shall, during any applicable Use Periods of Exclusive Use, have the express, sole and exclusive right to sell (or give away) or license the right to sell (or give away) any food, beverage, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any Person in or on the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, TCS shall not be released from its obligations hereunder.

4.5 Restoration. TCS shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, TCS shall, at its sole cost and expense, remove all Temporary Improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to TCS all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for TCS to operate such facilities pursuant to this Agreement. TCS shall remain responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Master Event License. The City hereby finds the World Series to comply with the Municipal Code of Park City Section 4-8-5. Upon execution of this Agreement, Park City shall issue to TCS a Master Event License that covers all activities of TCS described in this Agreement that may require such a license. The

Master Event License shall include a TCS corporate Park City business license. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals, variances, etc. that may be encompassed by the Master Event License for each World Series.

5.3 Permits and Licenses Issued by Other Governmental Authorities. TCS shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to TCS's use of the Use Areas during the Use Periods. Park City shall support and cooperate with TCS in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize TCS to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events and Facilities Department shall support and cooperate with TCS in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist TCS in hosting and staging the operations of the World Series and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to TCS, Park City will provide the following City Services.

- **(a)** TCS shall be entitled to a credit of 20 hours of specific Event Police when determined necessary by the Park City Police Department.
- **(b)** TCS shall be entitled to use of Park City recreation fields at no cost, as outlined within Exhibits A - D.
- **(c)** Trash clean-up at Use Areas
- **(d)** TCS shall be entitled to a credit of 400 partial field preps during the World Series as outlined in Exhibit E.
- **(e)** Traffic Barricades and Installation and two (2) municipal electronic text signs, as otherwise agreed in accordance with mutually acceptable Supplemental Plans concerning Traffic Control.
- **(f)** Use of a portable PA System during the Use Period.
- **(g)** Installation of Bracket Board, as provided by CVB
- **(h)** Four (4) sets of City Bleachers are available during the Use Period with three set-ups/take-downs. Bleacher locations shall be approved by the City Representative.
- **(i)** Waiver of the application fees for the Master Event License.
- **(j)** Waiver of the Building Permit fee and inspection fee for the tent installed at the Tournament Headquarters.

(k) Use of the Santy Auditorium for the referee meeting the first Monday of each week, for a total of four (4) hours.

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the World Series. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide at Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by TCS under Section 6.2.

6.2 Additional City Services and Work Order Process.
TCS may request services from Park City in addition to Basic City Services under this agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). TCS will be charged the actual cost of Additional City Services incurred by Park City without any change for profit, employee benefits, nondestructive use of equipment, depreciation, overhead, or wear and tear on any equipment.

City Representative.

7.1 Event Representative. Prior to and during the Use Periods, Park City shall designate at least one full-time employee to serve as its "City Representative" for the World Series, who shall be the operational liaison between Park City and TCS and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at TCS's request, access to and lock-down (if applicable) of the Use Areas is provided to TCS upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Special Event Manager for the City, unless otherwise approved in advance by TCS, which such approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Senior Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this agreement shall be borne solely by Park City. The Management Representative shall, if requested by TCS, assist TCS with the formation of a logistics coordination team.

7.3 Management Meetings. The City Representatives and Event Manager shall meet no later than February 1 annually to review World Series operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to April 1 annually, unless based upon the facts and circumstance, approval by April 1 is not practical and then the changes shall be approved as soon as possible.

Parking and Transportation.

8.1 Transportation Plans. Park City, with coordination from TCS, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City Transit service, at TCS's sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by the paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

D. TCS SERVICES.

9. TCS Obligations. As consideration for the City support herein, TCS agrees to the following:

9.1 Approval of Event Dates. TCS agrees to annually submit any changes or modifications to the dates of the World Series to Park City for review and approval.

9.2 Park City Venues. Park City shall be recognized as the headquarters of the World Series. Every effort will be made by TCS to prioritize the Park City facilities and Summit County lodging to full utilization and expand the World Series outward from there. The presentation for the World Series on the website, mailings, and phone communication to the teams will be directed at the Park City lodging community as a priority. Both parties acknowledge that the World Series may grow and evolve over the course of this agreement.

9.3 Scheduling. TCS shall schedule no more than 120 teams per week in the World Series, unless other facilities are used throughout the region. Once the World Series requires three (3) weeks of play, TCS shall leave available one lighted City field for use of local play for two (2) weeks. The Parties shall mutually determine which two weeks are available and which field can be programmed for local play.

9.4 Public Relations – Press Releases and Promotional Materials. TCS shall include a reference to "Park City, Utah" in all press releases made during the tournament and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and promoting the City generally. TCS agrees to qualify teams through existing national TCS network of tournaments and aggressively market fastpitch and/or baseball teams and spectators to Park City, Utah to attend the World Series using the following mechanisms:

A. www.triplecrownsports.com;
B. Direct mail program with extensive nation-wide database;
C. Telemarketing;
D. On-site event promotions; and
E. Promotions at existing Championship events currently

9.4 Cooperation with Chamber Bureau and Business Associations. TCS and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, Park City Restaurant Association, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

9.5 Fundraising Events. TCS shall hold fundraising events at the World Series to benefit the capital improvements of the facilities and Park City youth programs.

9.6 Responsibility. The TCS acknowledges that noise levels and crowd control are their responsibility and that if this World Series violates the noise requirements as stated in the Municipal Code, the TCS is liable.

9.7 Reasonable Conditions. The TCS acknowledges that Park City can still impose reasonable conditions as the World Series changes.

E. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

11.1 TCS's Indemnity. TCS shall indemnify and hold the City, and the Park City School District their 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 TCS's defective 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 TCS; 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. TCS expressly agrees that the indemnification provided herein constitutes the TCS'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 TCS claims or recovers compensation from the City for a loss or injury that TCS 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. Nevertheless, the Park City School District does not waive any of its defenses under the Governmental Immunity Act.

11.2 Waiver of Claims Against Park City and the Park City School District. TCS shall not make any claim against Park City or the Park City School District or its officers, employees and agents with respect to any liability incurred by TCS to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the World Series, except to the limited extent such liability results from the willful misconduct of Park City or the Park City School District, its officers, employees, or agents.

12. Insurance. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

12.1 Insurance. TCS shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

(a) Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and overages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

12.2 TCS Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, TCS shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars ($2,000,000.00) per occurrence and in aggregate;

(b) Liquor Liability Coverage Part on the commercial general liability policy;

(c) TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as name insured on the policy with limits set forth in 14.2(a);

(d) Aircraft liability insurance, if TCS leases or uses aircraft in connection with its activities under this Agreement; and

(e) Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

12.3 Additional Requirements. The insurance provided by TCS pursuant to Section 14.2:

(a) Shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) Shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) Shall provide if reasonably possible that such insurance shall not be altered or canceled without thirty (30) days' prior written notice to Park City.

12.4 Park City Liability. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

E. MISCELLANEOUS.

13. License for Use of TCS Marks. TCS grants to Park City a license to use TCS's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

14. License of Park City of Utah Logo, Name and Marks. Park City hereby grants TCS a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the World Series, (b) providing map and wayfinding information, and (c) advertising or promoting the World Series; but specifically excluding any license for the sale of any novelties or merchandise.

15. Photography and Broadcast Rights. TCS shall have the non-exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. TCS shall have the non-exclusive right to record, to broadcast, and to permit media coverage of TCS's activities in Park City with a Film Permit.

16. Sponsorships. TCS shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the World Series and events staged or conducted by TCS in the Use Areas.

17. Representations and Warranties.

17.1 Representations and Warranties of TCS. TCS hereby represents and warrants that (a) TCS is a for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, (b) TCS has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by TCS and the performance by TCS of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by TCS and is a valid and binding obligation of TCS.

17.2 Representations and Warranties of Park City. Park City hereby represents and warrants to TCS that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

18. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

19. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and TCS’s Manager or other person designated by TCS as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and TCS's Managing Director. Either Party may invoke such procedures by presenting to the other party a “Notice of Request for Resolution of Dispute” (a “Dispute Resolution Notice”) identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either Party may require that the matter be referred for resolution to the City Manager of Park City and the senior Vice President of the World Series. A telephone conference of the City Manager of Park City and the senior Vice President shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the senior Vice President are unable to resolve the dispute, then the Parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both Parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each Party shall select one (1) mediator and the two mediators shall select a third mediator. Each Party shall bear the cost of the mediator chosen by that Party and the Parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

20. Other Miscellaneous Terms.

20.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

20.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

20.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

20.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

20.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

20.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

20.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

20.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and TCS and there are no third party beneficiaries to this Agreement.

20.9 Notice. Unless otherwise specified herein, all Notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("*fax*") (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

<u>If to Park City</u>:
Special Events Manager
Park City Municipal Corporation
PO Box 1480

445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000
Fax 435-615-4901

<u>With copies to</u>:
City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480

<u>If to TCS</u>:
President
Triple Crown Sports
3930 Automation Way
Fort Collins, CO 80525

20.10 Reserved Police Power. The City expressly reserves, and TCS expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SUMMARY OF EXHIBITS

Exhibit "A"	Use Area: City Park Field
Exhibit "B"	Use Area: Treasure Mountain Middle School Fields
Exhibit "C"	Use Area: High School Fields
Exhibit "D"	Use Area: Gillmore Recreation Complex
Exhibit "E"	Field Preparation and Maintenance Agreement
<u>Exhibit "F"</u>	**<u>Traffic Control Agreement</u>**

EXHIBIT “A” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

USE AREA: City Park Softball Field

Use Area: City Park Softball Field and all associated parking

Use Period: July 11 – 17, 2005 and July 18 – 24, 2005
July 10 – 16, 2006, July 17 – 23, 2006 and July 24 – July 30, 2006
July 9 – 15, July 16 – 22, 2007 and July 23 – July 29, 2007
July 7 – 13, 2008, July 14 – 20, 2008 and July 21 – 27, 2008

TCS Contact Person: Bill Pilcher

Intended Use: Girls Fast Pitch Softball

Hours of Use: 7:30am – 11:00pm

Type of Use: Parking – Nonexclusive; All others – Exclusive

Basic City Services: Park City shall provide waste removal and inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

EXHIBIT “B” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

USE AREA: Treasure Mountain Middle School Fields

Use Area:	Three (3) softball fields on the East side of Treasure Mountain Middle School and all parking spaces in the adjacent parking lots west of the fields
Use Period:	July 11 – 17, 2005 and July 18 – 24, 2005 July 10 – 16, 2006, July 17 – 23, 2006 and July 24 – July 30, 2006 July 9 – 15, July 16 – 22, 2007 and July 23 – July 29, 2007 July 7 – 13, 2008, July 14 – 20, 2008 and July 21 – 27, 2008
TCS Contact Person:	Bill Pilcher
Intended Use:	Girls Fast Pitch Softball
Hours of Use:	7:30am – 8:30pm
Type of Use:	Parking – Nonexclusive; All Other - Exclusive
Basic City Services:	Park City shall provide waste removal and inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

EXHIBIT “C” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

USE AREA: High School Fields

Use Area:	Two (2) fields on the East side of the High School, parking spaces in the adjacent parking lot and Football Stadium.
Use Period:	July 11 – 17, 2005 and July 18 – 24, 2005 July 10 – 16, 2006, July 17 – 23, 2006 and July 24 – July 30, 2006 July 9 – 15, July 16 – 22, 2007 and July 23 – July 29, 2007 July 7 – 13, 2008, July 14 – 20, 2008 and July 21 – 27, 2008
TCS Contact Person:	Bill Pilcher
Intended Use:	Girls Fast Pitch Softball
Hours of Use:	7:30am – 8:30pm
Type of Use:	Parking – Nonexclusive; All Other - Exclusive
Basic City Services:	Park City shall provide waste removal and inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

EXHIBIT “D” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

USE AREA: Gillmore Recreation Complex

Use Area: All future softball fields in the proposed Recreation Complex

Use Period: If available for play, July 11 – 17, 2005 and July 18 – 24, 2005
July 10 – 16, 2006, July 17 – 23, 2006 and July 24 – July 30, 2006
July 9 – 15, July 16 – 22, 2007 and July 23 – July 29, 2007
July 7 – 13, 2008, July 14 – 20, 2008 and July 21 – 27, 2008

TCS Contact Person: Bill Pilcher

Intended Use: Girls Fast Pitch Softball

Hours of Use: 7:00am – 5:00pm for (1) field
7:00am – 10:00pm for all other fields

Type of Use: Parking – Nonexclusive; All Other - Exclusive

Basic City Services: Park City shall provide waste removal and inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

EXHIBIT "E" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Field Preparation and Maintenance Agreement

Use Areas
The Fields, as described in Exhibits A – D shall be turned over to TCS in the following condition.

City Park Field
Full field Preparation done on the fields prior to the first game
    Week 1: Bases at 60' pitching rubber at 40'
    Week 2: Bases at 60' pitching rubber at (block) 43' – hammer down at 40'
    Portable fencing at 210'
Trash recepticals

Treasure Mountain Middle School
Full field Preparation done on the fields prior to the first game
    Portable fences at 210'
Trash recepticals (#)
Skinned infields with bases at 60' and pitching rubber at 40'
Irrigation available to water down fields

High School Fields
Full field Preparation done on the fields prior to the first game
    Bases at 60' and 40' pitching rubber
    Portable fences on all fields at 210'
Trash receptacles

Gillmore Recreation Complex
To be determined once constructed

Park City Field Maintenance Staff
PCMC will staff each field with 2 qualified personnel to prep each field as needed. The fee for full field prep is $77.25 and a partial prep $58.00. In no event fees shall increase exceed 3% annually.

A representative from PCMC will have the authority to stop play at any time if he/she feels safety is of concern or damage to field is possible.

Materials Stored at Each Facility
Each field will have the necessary tools and supplies to field prep including 50 bags of quick dry in the event of inclement weather.

Field Preparation
Field preparation schedules must be submitted no later than two weeks prior to the tournament and shall be attached hereto as Attachment A.

Park City Municipal Corporation shall perform all maintenance and repairs to the fields, during the Use Period. The Maintenance and field preps shall be up to the standards described below:

<u>Partial Field Preparation Description:</u>
A full field prep includes,
Removal of bases water the whole infield. A complete infield drag with scarifying tool and mat drag. Some hand raking. and a full chalk

A partial prep is light watering and a light drag inside foul lines with minimal chalking or full chalk touching up bad areas.

<u>Full Field Preparation Description:</u>
1. Water the field to keep material dust minimized.
2. Drag the field starting from the outer edge of the infield and working towards the middle. At the end of dragging, bring the drag through home plate and stop the cart at the pitching mound. Shake out the excess material off the drag mat at the pitching mound
3. Rake out material around pitching mound.
4. Water the field again to solidify the playing surface. Put extra water on the pitcher’s mound and batter’s box.
5. Set the bases and pitchers rubber.
6. Chalk the field.

Cost
An estimate of costs shall be provided to TCS prior to the beginning of the tournament. If supply and/or staffing costs increase due to weather conditions a time and materials fee may be added to the cost of field prep.

EXHIBIT “F” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Traffic Control Agreement

When opening ceremonies are located within the City, TCS shall encourage use of the free public transportation system.

This area will also highlight the parking and barricading of the venues. Once done it is TCS’s responsibility to monitor.

City Council
Staff Report

Author: **Kent Cashel, Asst PW Director.**
Subject: **Authorization to execute a professional services agreement with Hansen, Allen and Luce, Inc.**
Date: **November 18 , 2004**
Type of Item: **Administrative**

Public Works

Summary Recommendations: Authorize Staff to execute a professional services contract with Hansen Allen and Loose Inc. in the amount of $39,745 for a water supply and demand study.

Background:
A supply-demand study provides a detailed analysis of current water demand characteristics and the water systems capacity to serve that demand. The study also projects future water demands over the next 20 years and what capital improvements and new water sources will be required to serve that future demand.

The study results in a detailed capital improvements and water source plan that then is utilized to adopt strategies to meet future demands and to help set water rates and water impact fees at appropriate levels to implement those strategies.

In 1995 Public works conducted a supply-demand study for the City's water system. In 2000 this study was updated, the update focused primarily on determining future demand and not on the improvements needed to service that demand. While it is standard industry practice to update water supply demand studies at five year intervals, other factors have created an increased need to conduct this study now. Those factors are:

- The City has implemented water conservation programs over the past few years that have altered current demand patterns and will likely continue to have on impact on future demand projections.

- The City has purchased water from Jordanelle Special Services District which is a source not anticipated in previous plans.

- Numerous water quality mandates have resulted in capital improvements not anticipated in previous studies (e.g., Spiro arsenic and antimony removal process, Judge Tunnel filtration plant)

- Source failure at Park Meadows well has required unanticipated drilling and filtration improvements not anticipated in the previous studies.

Staff believes the City's supply-demand study is in urgent need of updating and recommends Council approve moving forward with this project.

Analysis:
Staff has conducted a request for proposal (RFP) to conduct a water supply demand study in accordance with City policies and procedures. Seven engineering firms submitted proposals.

A selection committee consisting of the Public Works Director, Assistant Public Works Director and the Water Manager evaluated and ranked each proposal based upon criteria detailed in the RFP. Those criteria were:

- Proposal cost
- Quality of study plan
- Time required to complete study
- Firm's experience in completing water supply demand studies
- Knowledge of Park City's water system
- Project Manager's & staff's qualifications
- Demonstrated ability to deliver projects on time and budget

The selection committee believes that Hansen Allen and Luce's proposal best meets the City's needs. The committee's rankings are contained in the table below.

Rank	Firm	Proposal Cost
1	Hansen, Allen and Loose	$39,745
2	Bowens and Collins & Associates	$45,968
3	Stantec Consulting, Inc.	$57,733
4	Montgomery, Watson, Harza	$70,300
5	Franson Noble Engineering	$44,050
6	Stanley Consultants, Inc.	$54,805
7	Sunrise Engineering, Inc.	$68,420

Funds for this study exist in the Water Fund account numbers 51-45067-7319, 51-45062-7319, and 51-40451-4520-000-100.

This report and recommendations have been reviewed and commented on by the City Manager, the City Attorney's office, and the Budget, Debt and Grants office.

Alternatives:

A. **Approve the Request:** Authorize Staff to execute a professional services agreement with Hansen Allen and Luce Inc. in the amount of $39,745 for a water supply and demand study.

B. **Deny the Request: Council could deny Staff's request.** This action would require Staff to conduct another procurement process for an engineering firm. This would involve investment of water funds and staffing resources. Staff does not believe this would yield a more qualified firm nor save costs. Staff does not recommend this alternative.

C. **Continue the Item:** Delaying this action will negatively affect the City's ability to incorporate fee updates and necessary capital improvement as part of the City's 2005 budget process. Staff does not recommend this alternative.

D. **Do Nothing:** This alternative will negatively affect the City's ability to determine future water demand, develop appropriate strategies to meet that demand and set fees to ensure funding is available to implement that strategy. Staff does not recommend this alternative.

Recommendation:
Authorize Staff to execute a professional services contract with Hansen Allen and Loose Inc. in the amount of $39,745 for a water supply and demand study.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2004, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (City), and Hansen, Allen and Luce, Inc., a Utah corporation (Service Provider).

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, sufficient City resources are not available to provide such services; 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 total fee for the Project shall not exceed $39,745 Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on June 30th, 2005 or earlier, unless extended by mutual written agreement of the Parties.

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 his 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.

4. <u>REPORTS AND INSPECTIONS</u>.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.

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 Providers defective 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) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage.

B. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

E. The City shall be named as an additional insured on the insurance policies, as 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. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice 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. <u>COMPLIANCE WITH LAWS</u>.

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. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider 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 Service Provider 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 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. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, 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 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.

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.

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. MAINTENANCE AND INSPECTION OF RECORDS.

A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. 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.

18. 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.

19. 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.

20. **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 that action or proceeding.

21. **JURISDICTION AND VENUE**.

A. This Agreement has been and shall be construed as having been made and delivered with 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.

22. **SEVERABILITY**.

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.

23. **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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver 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.

Attachment A
Scope of Services

The scope of work is as follows:

Study Elements

1. **Review Existing Supply and Demand Documentation with City.**
2. **Gather Meter Use Data from City (By Pumping Zone).**
3. **Gather and Review Source and Booster Pump Data (By Pumping Zone).**
4. **Prepare Supply Demand Projections**
    a. W/ metered use data develop existing unit water demands for each of eight (8) pumping zones of City.
    b. Work with City to develop densities and demands for build out for each pumping zone of City.
    c. Work w/ City to estimate growth rate of each zone 2005-2025
    d. Prepare peak day supply\storage tables – Existing pumping zones.
    e. Prepare peak day supply\storage tables – Build out pumping zones.
    f. Prepare supply demand curves for pumping zones 2005 –2025.
    g. Prepare composite supply demand curves for entire City 2005-2025
5. **Determine Impact of Supply Demand Study on Existing Sources.**
    a. Evaluate any changes in production that may occur over the twenty year planning period in the city's sources (i.e., Judge Tunnel, SpiroTunnel, Thiriot springs, existing wells and JSSD source).
    b. Compile future source need & timing.
6. **Determine Impact on Capital Expenditures.**
    c. Model existing scenarios to determine current baseline conditions.
    d. Model build out scenario to determine areas of stress on distribution system.
    e. Determine source\storage\distribution improvements required for each pumping zone.
    f. Prepare cost estimates for required capitol improvements.
    g. Work with City to prioritize capital improvements.

7. **Prepare Final Report and Executive Summary** (include (4) bound copies of complete report (12) bound copies of executive report, (1) unbound master copy of complete and executive report and electronic copy of complete report and executive report.

8. **Assist with Presentation of Report to City Council.**

City Council
Staff Report

Economic Development & Capital Projects

Author: **Colin Hilton**
Subject: **Quinn's Junction Recreation Complex Schematic Design Update & Request for Award of Design and Construction Contracts**
Date: **11-18-04**
Type of Item: **Administrative**

Summary Recommendation - Staff is requesting authorization:

#1: To enter into a service provider contract with Elliot Mahoney Architecture, LLC., in a form approved by the Legal Department, for Phase 2 & Phase 3 Quinn's Junction Recreation Complex design services in an amount not to exceed $442,000.

#2: To amend the City's Contracting and Purchasing Budget Policy to accommodate the "Construction Manager / General Contractor" form of project delivery.

#3: To enter into a Construction Manager / General Contractor Agreement with Hogan & Associates Construction, Inc., in a form approved by the Legal Department, for Preconstruction services (amount not to exceed $22,080) and Construction Services (Guaranteed Maximum Price or "GMP" to be negotiated and fixed at a later date) for the Quinn's Junction Recreation Complex.

Description:

Topic: Planning Update & Request for Award of Contracts

Background:

Staff last came to City Council to approve the Phase 1 design contract (through schematic design) with Elliott Mahoney Architecture, LLC. on August 26, 2004. Since that time, we have held numerous project team meetings, "stakeholder" sessions, and public input meetings.

We are returning to City Council to do an overview of the first phase of design, and to seek authorization to proceed into subsequent phases.

<u>Overview of planning since August:</u>

1. Engaged the design team to prepare concepts through Schematic Design. Staff has:

a. Focused on “Scheme A” that places the proposed ice facility building against the foothill across the wetland from the National Abilities Center.
b. Consolidated “competitive sport / event needs” on the same side of the wetland, adjacent to the Ice Facility building.
c. Placed lighting on softball and rectangular fields, but done so in a way that follows a stringent lighting policy.
d. Minimized the visual impact from the road to the best degree possible
e. Utilized natural features of the area, such as the wetlands, to tie-in the recreation features in a smart, sensitive way.
f. Key components of the identified schematic design for Phase 1 includes:
    1. One indoor 100’ x 200’ Olympic sized ice sheet enclosed in an approx. 47,000 sq’ building.
    2. Four full sized locker rooms plus three auxiliary locker rooms.
    3. Concession, skate rental, and equipment sales space in a consolidated location.
    4. Two Party room areas.
    5. Appropriate sized office area and front desk area.
    6. Permanent Seating within the Ice Facility for 351 people. Spectator Capacity for indoor events (including standing areas) at 500 people.
    7. Joint Use options of locker rooms, bathrooms, concourses, concessions, party rooms, and staff areas for Ice and Fields operations.
    8. Minimum Three (and possibly four) full sized rectangular fields for soccer, lacrosse, rugby, etc. plus two softball diamonds.
    9. One primary main rectangular field with synthetic turf, permanent seats for 750, and an overall event capacity of 1500 people for outdoor events on the main field.
    10. One 3,000sq’ maintenance building for equipment storage and maintenance equipment.
    11. Two secondary restroom locations.
    12. One primary playground area plus a smaller secondary one.
    13. Distributed parking throughout site to allow for users to be near use areas. Total parking capacity for the site is 418 spaces for Phase 1; 480 spaces at full build-out.
    14. Trail system friendly. The site plan accentuates and further promotes this area as a crossroads of launching into both Round Valley and the Rail Trail. Additionally, the project adds numerous paved trails that not only connect the user groups going to the recreation fields,

but also creates a paved loop throughout the site for walking.

15. Plans and allows future thoughts of cross country skiing use on trails and launching area to surrounding open space.
16. Transit friendly – current design allows for excellent bus system pick-up and drop-off points.

A site plan is included as Attachment "A" reflecting the preferred design advanced through the schematic design process.

2. Met with the Planning Commission and City Council to review the intended project parameters as a part of the Annexation steps to bring the recreation parcel into City jurisdiction.

3. Conducted internal meetings to discuss and add to the City's options of project delivery methods. Staff is seeking to amend the current Contracting and Purchasing Policy language to include provisions for a Construction Manager / General Contractor Agreement method. It is a combination of the City's Professional Services Agreement language and our Construction Agreement language, where the service provider is responsible for Public Improvements. The purpose and benefits of this added project delivery method will be outlined in the "Analysis" section below.

4. Administered a selection process for bringing on-board a Construction Manager in a form intended to be the "Construction Manager / General Contractor" or CMGC.
    a. Purpose: The hiring of a CMGC at this stage of the planning process allows the involvement of the constructor of the project to have cost saving involvement in the facility design. As Staff enters the design development phase, it is expected that the CMGC's involvement will minimize potentially problematic design flaws (which later result in change orders) and enhances the "constructability" of the project with ideas on best materials and building system applications. Additionally, the planning team benefits from having the CMGC providing more accurate cost projections, which in turn will steer value engineering efforts and keep the project within an intended budget.
    b. Timing: As Staff has now completed the schematic design phase, the most prudent time to involve a Construction Manager / General Contractor is at the time of heading into design development. We are currently at that point.
    c. Selection Process: Outlined in the Analysis section below.

5. Conducted interdepartmental meetings – (with HR, Recreation, Golf, Special Events & Facilities, Public Works, and Economic Development & Capital Projects) – for the purpose of putting together a facility management &

staffing plan. Initial agreements amongst our group are to see a “self-managed team approach” to providing the management oversight of this facility – ie: the General Manager of the Recreation Complex would be a part of a “self-managed team,” having the goals and interests of each of the departments being met and represented. Future planned meetings are looking to further define this approach and to detail the operating budget impacts in the Spring of 2005.

6. Implemented a series of regularly scheduled meetings with stakeholders of the Quinn’s Project. Given the high interest of this project and our desire to see an excellent "process," Staff set up a series of regularly scheduled monthly meeting times from now until the facility opens. This process will allow anyone with an interest to "stop on by" and discuss the project. The times will be as follows:Every 1st Friday of the month: from Noon until 1:00pm at the City Council Chambers, Marsac Building (Dec 3rd 2004, Jan 7th 2005, Feb 4, Mar 4, Apr 1, May 6, ... and so on). The times and dates may change as we see the patterns of people’ ability to attend. I will keep City Council notified of any changes.

Analysis:

Design Services Contract:

Given the positive momentum of the planning process, Staff advises moving into a Phase 2 and Phase 3 services provider agreement with Elliott Mahoney Architecture, LLC (“EMA”).

Staff administered a rigorous selection process back in July and August, electing to phase in the service provider contracts. The RFQ-RFP process allows the City to engage EMA for the full scope of the services to design the recreation complex. Details of the selection process can be reviewed in the August 26, 2004 Staff report. The Phase 1 contract for schematic design services totaled $140,000. The estimated cost for the next phases (Phase 2 and Phase 3) is $412,500.

The design fees, by Phase, are summarized below:

Phase 1 – Programming, Planning, and Schematic Design (Complete)	$140,000
Phase 2 – DD & CD creation	$359,125
Phase 3 – Contract Admin (during construction)	82,875
Total Estimated Design Fees =	$582,000

This represents approximately 6.85% of the estimated $8.5 million in construction costs of the Recreation Complex. Enclosed as Attachment “B” is the proposed contract and the Scope of Services involved with Phase 2 and Phase 3 work.

Proposed Amendment to the Purchasing Policy:

This would allow the City to engage a Construction Manager, where the Construction Manager is performing professional services for a Public improvement. The following language is desired to be added to the current City Contracting and Purchasing Policy:

> ***"Contracts for Professional Services, where the Service Provider is responsible for Public Improvements*** *(Construction Manager / General Contractor "CMGC" Method) – are usually contracts where the owner contracts with a Construction Manager for services to construct public improvements. The CMGC contract is exempt from competitive bidding. The selection of CMGC contracts shall be based on an evaluation of the services needed, the abilities of the contractors, the uniqueness of the service and the general performance of the contractor. The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. The manager shall determine which contracts are CMGC contracts.*
>
> *The selected CMGC will then implement all bid packages under a competitive bid requirement."*

The amended Contracting and Purchasing Policy is included in this packet as Attachment "C."

The benefits of this project delivery method are as follows:

- ✓ It allows the City to hire the "Construction Manager" while still in the design phase. This promotes a design that incorporates the knowledge of the "Constructor" of a project, identifying ways to create a more "constructable designs," adds influence on the types of building materials to be used given industry knowledge, and better forecasts the costs and scheduling of the project.
- ✓ Is estimated to get a better value for the budget the City has for a project and minimizes the likelihood of costly change orders. By having ongoing knowledge of industry pricing through the design process, necessary actions to reduce scope and/or value engineer the project components allows the City (as owner) to make adjustments at key times.
- ✓ Still maintains the competitive bid requirements as the CMGC method will publicly advertise and bid each component of the project.

CMGC Contract:

A selection committee comprised of eight people (Charlie Wintzer, Rex Dabling, Grant Thomas, Ron Ivie/Roger Evans, Matt Twombly, Bonnie Park, and Colin Hilton) met to review proposals and interview short-listed forms for the designation of the Construction Manager / General Contractor for the Quinn's Recreation project. Our rigorous process selected Hogan & Associates Construction, Inc. as the most qualified firm to oversee the construction of this project.

The following summarizes the process to choose the Quinn's Recreation Complex CMGC:

1. A 14-page RFQ-RFP was made available starting September 15, 2004 and was advertised in two successive printings of both the Salt Lake Tribune and the Park Record. The RFQ-RFP Advertisement Dates were between September 11 – September 15, 2004.

2. Downloadable copies were available at the City's website starting on September 15th. Additionally, instructions for faxed copies, emailed copies, or hard copies for pick-up were outlined in the notice.

3. A non-mandatory pre-submittal meeting was held on Thursday, September 23, 2004, 9:00 am, at City Hall, Council Chambers, 445 Marsac Avenue, Park City, UT 84060. This allowed prospective firms to better understand the proposed project and requested services.

4. Nine (9) Proposals were submitted by our due date of Tuesday, October 5, 2004, 3:00 pm. They included the following firms: Big-D Construction, Heil Construction, Sahara Construction, Hogan & Associates Construction, Inc., Okland Construction, Layton Construction, Inter-West Construction, Cal Wadsworth Construction, and Jacobsen Construction.

5. Copies of the proposals, evaluation sheets, and instructions were circulated to the Selection Committee for review prior to our first meeting. The first selection committee meeting took place on Friday, October 8, 2004, 9:00 am at City Hall.

   The selection committee discussed the proposals and provided their top three picks based on their individual interpretation of the selection criteria outlined in the RFQ-RFP and instructions provided in how to complete the evaluation sheet.

   The selection committee short-listed the top four (4) ranked firms; Sahara, Hogan, Layton, and Jacobsen based on the committee's collective votes tallies.

6. Notice was sent to all firms on Friday afternoon, October 8th. The faxed letter stated whether a firm was short-listed and moved into the second

phase of selection or whether the firm had been eliminated from the selection process.

7. By Wednesday, October 20, 2004 - 2:00pm, all short listed firms (Sahara, Hogan, Layton, and Jacobsen) had submitted a requested Preconstruction Services and Construction Services Fee Proposal Work Plan to City Hall. Copies were distributed to selection committee members the following day.
8. Short-listed firms came into City Hall for oral interviews on Friday, October 22, 2004. Interviews were held as follows: 8:00am-Layton, 9:00am Sahara, 10:00am Hogan, 11:00am Jacobsen.
9. Discussion and evaluation following the interviews produced two clear “leading candidates” for the desired selection. They were Hogan & Layton. Each had excellent presentations and qualifications to do the job well. The selection committee reviewed pricing and fee proposal data as an additional selection criteria category.
10. Further discussion amongst the selection committee honed in on dissecting the last selection criteria outlined in the RFQ-RFP, that being the Preconstruction & Construction Services Work Plan. The distinguishing factors within that criteria of the Preconstruction & Construction Services Work Plan included:
    a. Pricing & Proposed fees
    b. Proposed Staff Quality
    c. Proposed Staff Experience

After careful review and discussion, the selection committee overwhelmingly chose Hogan Construction as the choice to be the City’s CMGC for the Quinn’s Recreation Complex project. Also note that Hogan submitted the lowest proposed fee.

The Agreement form is enclosed as Attachment “D.” The amount of preconstruction services for $22,080 will cover costs associated with:

1. Reviewing the schematic design documents for constructability, construction logic, clarity, scope and logistics. They will attend weekly design meetings and provide input on schedule, budget, and constructability.
2. Will create and continuously update a “project schedule.”
3. Will provide cost estimating on a “as needed basis,” along with a required full estimate after 80% drawings.
4. Prepare plans for bid package announcements and develop the process to pre-qualify subcontractors and administer the bid process.

The CMGC, Hogan Construction, will also be required to negotiate with the City a final Guaranteed Maximum Price or “GMP.” This will happen towards the end of construction document preparation. The GMP will lock-in the CMGC to a guaranteed cost of constructing the project. Staff will be returning to City Council with an Amendment #1 to the enclosed Agreement to discuss and ratify the GMP through the execution of the Amendment.

Estimates at this point would put the CMGC's fees at approximately $136,000 (based on a proposed fee of 1.6% of an estimated $8.5 million in costs of construction. Hogan Construction will also be reimbursed as a cost of the work, General Conditions and Reimbursables, as defined in the contract.

Department Review: This report was reviewed by representatives of the Planning, Public Works, City Engineer, Recreation Department, Special Events and Facilities, City Manager's Office and Legal Department.

Alternatives:

- **Approve the Requests: (Staff recommendation)**
- **Modify the Requested Actions:**
- **Deny the Request**
- **Continue the Item**
- **Do Nothing:**

Significant Impacts / Consequences of not taking the recommended actions:
A delayed action may impact the terms and timing of the Inter-local Agreement with the Snyderville Basin Recreation District regarding the construction of a regional ice facility. There would be issues related to our Triple Crown Softball Agreement and concerns brought up by stakeholders eager to see added outdoor playing fields. Additionally, the facility is deemed important towards meeting goals outlined in our Economic Development Plan.

Staff Recommendations:

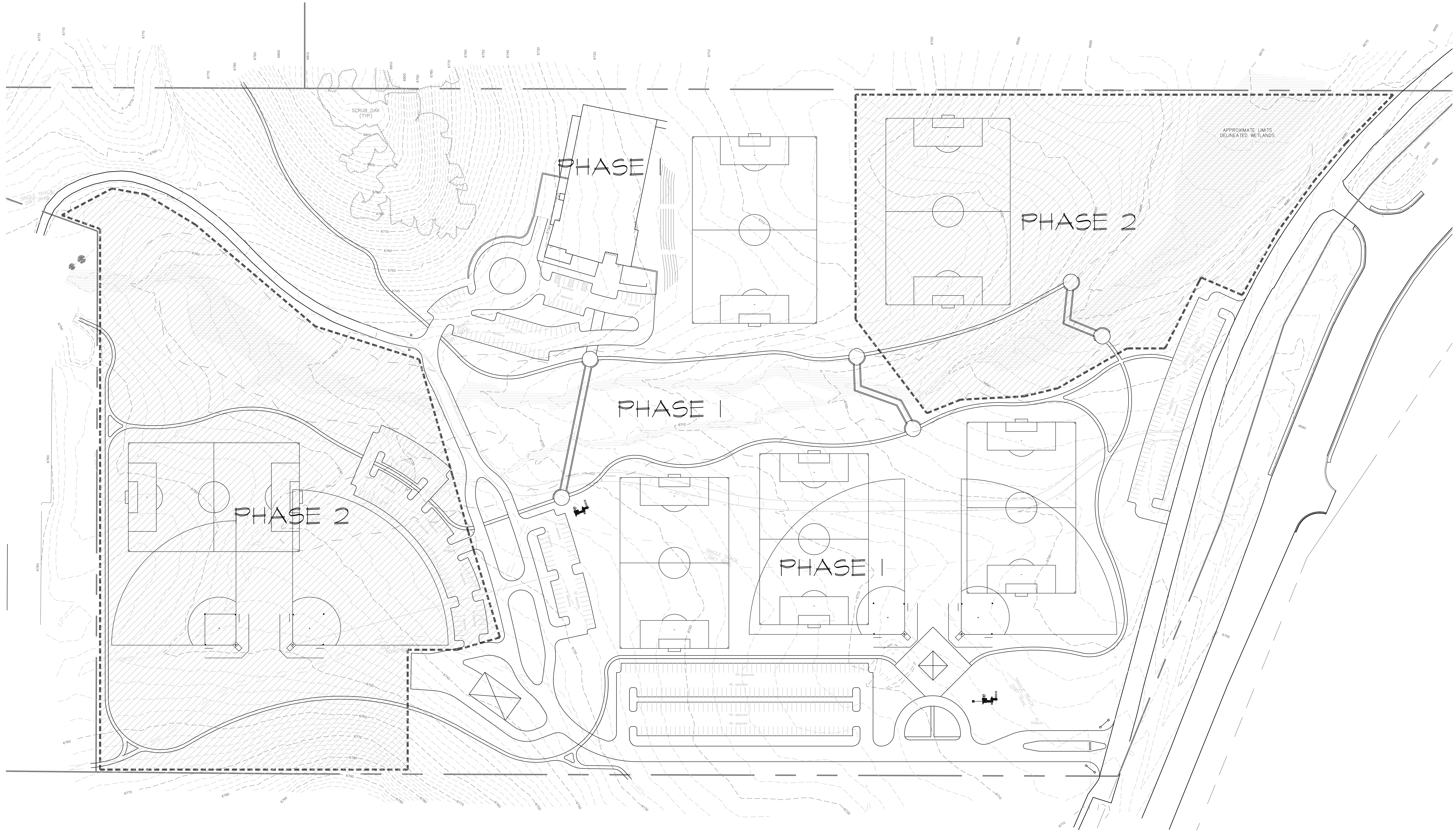
#1: To enter into a service provider contract with Elliot Mahoney Architecture, LLC., in a form approved by the Legal Department, for Phase 2 & Phase 3 Quinn's Junction Recreation Complex design services in an amount not to exceed $442,000.

#2: To amend the City's Contracting and Purchasing Policy to accommodate the "Construction Manager / General Contractor" form of project delivery.

#3: To enter into a Construction Manager / General Contractor Agreement with Hogan & Associates Construction, Inc., in a form approved by the Legal Department, for Preconstruction services (amount not to exceed $22,080) and Construction Services (Guaranteed Maximum Price or "GMP" to be negotiated and fixed at a later date) for the Quinn's Junction Recreation Complex.

Attachments:
Attachment A – Schematic Design Site Plan
Attachment B - Service Provider Contract – Elliott Mahoney Architects
Attachment C – Amended Contracting and Purchasing Policy

Attachment D - Construction Manager / General Contractor Agreement – Hogan & Associates Construction, Inc.



0 40 80 160

1"=80'-0"

NORTH

PHASING PLAN

L-C1

NOT FOR CONSTRUCTION
OCTOBER 13, 2004
EM #: 2004-39

PARK CITY MUNICIPAL CORPORATION

RECREATION COMPLEX

QUINN'S JUNCTION, PARK CITY- UTAH

SCHEMATIC DESIGN

G.BROWN:DESIGN INC
SITE AND LANDSCAPE ARCHITECTS
68 South Main Street,Ste400
Salt Lake City, Utah 84101
p. 801.575.6066 f. 801.575.6166
www.gbrowndesign.com

SPORTS DESIGN ALLIANCE

ELLIOTT*MAHONEY
architecture
364 MAIN STREET PO BOX 3419
PARK CITY, UTAH 84060
435.649.0092 fax: 435.649.7127

EDWARDS & DANIELS ARCHITECTS INC.

ATTACHMENT B

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2004, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (ACity@), and ELLIOTT MAHONEY ARCHITECTURE LLC, a Utah limited liability company (AService Provider@).

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, sufficient City resources are not available to provide such services; 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 AScope of Services@ attached hereto as AExhibit A@ and incorporated herein (the AProject@). The total fee for the Project shall not exceed four hundred twelve thousand and five hundred dollars ($442,000).

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on July 31, 2006 or earlier, unless extended by mutual written agreement of the Parties.

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 Aextra@ work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as
AExhibit 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 his 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.

4. <u>REPORTS AND INSPECTIONS</u>.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.

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 defective 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) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage.

B. Automobile Liability insurance for hired and non-owned automobiles with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

D. Workers Compensation insurance written on an occurrence basis with limits on the employer's liability section no less than one half million dollars ($500,000) combined single limit per occurrence.

E. The City shall be named as an additional insured on the general liability and automobile insurance policies, as 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. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

F. The Service Provider's general liability and automobile liability 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**.

"Deliverable Instruments of Service" as used in this Agreement shall mean the drawings, specifications, calculations, manuals, reports, official project meeting minutes, project observation reports and/or other information, regardless of medium, identified in and required to be delivered or submitted to the owner under this Agreement.

A. Ownership. It is acknowledged and agreed that all documents developed pursuant to this Agreement are Instruments of Service. Deliverable Instruments of Service are the sole property of Owner. Owner shall have unlimited rights, for the benefit of Owner, in all said deliverable instruments of service, including, but not limited to use, re-use, modification, and transferability for reference only related to the site.

B. License. Service Provider hereby grants Owner a nonexclusive license for governmental purposes to any copyrighted portion of Deliverable Instruments of Service. Such license shall include, but not be limited to, the right to use and re-use such copyrighted materials to construct the buildings, facilities, or other matters covered by such copyrighted materials for additional use and to license such copyrighted materials for re-use. The Owner's rights and licenses in and to said Deliverable Instruments of Service are conditioned upon Service Provider receiving all sums related to the Owner approved deliverables due under this Agreement.

C. Indemnification. Owner's use on other projects, Owner's re-use or Owner's modification of the Deliverable Instruments of Service shall be at Owner's sole risk and without recourse against Service Provider, its subconsultants at any tier, and their principals, agents and employees. Owner shall hold harmless, indemnify and defend Service Provider, its subconsultants at any tier and their respective principals, agents and employees from and against any and all actions, claims, loss, or damages of any nature whatsoever to the extent related to and resulting from any said use, re-use, or modification of all or any portion of the Deliverable Instruments of Service by or on behalf of Owner, or under any license issued by, through, or on behalf of Owner, irrespective of any actual or alleged fault on the part of the indemnitee(s). Under no circumstances shall Service Provider be indemnified for the use of the Deliverable Instruments of Service for the Project that is the subject of this Agreement.

D. Access. Service Provider, for a period of three (3) years after completion of the Project, agrees to furnish and to provide access to all the aforesaid Deliverable Instruments of Service upon the request of Owner. Owner shall pay all costs for labor, reproduction and/or shipping of requested documents. Owner agrees to make no demand on Service Provider for responsibility for Owner use of such material for any other Owner work which is not the subject of an Agreement between owner and the Service Provider for such use.

E. Stamp. If the Service Provider is not the same service provider commissioned for the reuse or modification, prior to reusing or modifying the Deliverable Instruments of Services, Owner shall reasonably remove all indications of authorship, including the title blocks, names, initials, signatures, and professional stamps of Service Provider, its subconsultants at any tier, and their agents and employees.

10. COMPLIANCE WITH LAWS.

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. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider 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 Service Provider 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 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. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, 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 Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

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.

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.

13. <u>CHANGES</u>.

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. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. <u>POLITICAL ACTIVITY PROHIBITED</u>.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. 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.

18. 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.

19. 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.

20. <u>ATTORNEYS FEES AND COSTS</u>.

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 that action or proceeding.

21. <u>JURISDICTION AND VENUE</u>.

A. This Agreement has been and shall be construed as having been made and delivered with 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.

22. <u>SEVERABILITY</u>.

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.

23. <u>ENTIRE AGREEMENT</u>.

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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver 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.

Exhibit "A" – Scope of Services

I. Services & Deliverables - The Service Provider will perform Phase 2 Design Development and Construction Document Development plus Phase 3 Construction Period Contract Administration services for the City's Quinn's Junction Recreation Complex project. Services and deliverables will include:

1) Design Development, Construction Documents, and Contract Administration Service
2) A computer generated rendering at the end of Design Development and an update at the end of Construction Documents.
3) Contracting and management of all engineering disciplines and subconsultants.

II. Identified Procedures to Complete Service

1) Sub-Consultants & City Consultants
   a. The following are sub-consultants to the Service Provider:
      i. Architectural Design: EDA Architects
      ii. Civil Engineering: Evergreen Engineering
      iii. Structural Engineering: ARW Engineers
      iv. Planning & Landscape: G Brown Design
      v. Mechanical: Colvin Engineering
      vi. Electrical & Lighting: BNA

It is understood that the above listed Sub-consultants have been selected by the Service Provider and have been approved by the City. Any substitutions of these identified Sub-consultants must be approved in writing by the City

   b. City Consultants
      i. North American Ice Development – Wayne Aussem
   c. The Service Provider will be responsible for reviewing and coordinating the work of its consultants as well as coordinating the Service Provider's work with the City's identified consultants.
   d. All contracts between the Service Provider and its Sub-consultants shall incorporate the terms of this agreement.
2) Meetings
   a. The Service Provider shall attend public hearings and meetings as is appropriate with the scope outlined in the below "Detailed listing of tasks."
3) Update Planning Guidelines
   a. The Service Provider shall update guidelines for all permanent design features.
   b. The Service Provider shall update as a deliverable to the City a matrix organized by major program elements showing spaces, use functions, and parameters of major program elements.
4) List of Required Permits and Approvals
   a. The Service Provider shall update a list of required approvals and permits and a schedule for submittal and projected approvals. Submittal recipients

shall be identified.
   b. The Service Provider shall update as a deliverable to the City a List of Required Approvals and Permits and Schedule in tabular form.
5) List of Potential Issues, Impacts on the Project, and Potential Mitigation
   a. The Service Provider shall update a list of issues that may arise which may impact the Project, such as environmental, geotechnical, constructability, landscape demolition and restoration, and soil export. Identify impacts of such issues and potential mitigation methods.
   b. The Service Provider shall update as a deliverable to the City a List of Potential Issues and Mitigation Methods.
6) Recommendations, Conclusions, Summaries
   a. The Service Provider shall provide as a deliverable to the City an Executive Brief summarizing recommendations and conclusions.
7) Design Development Requirements
8) Construction Document Requirements
9) Construction Period Contract Administration Requirements
10) Communications
   a. Communications by and with the Service Providers Sub-consultants shall be through the Service Provider.
   b. The City representative will be Colin Hilton, who will act on the City's behalf. This representative will be empowered to issue instructions to the Service Provider; to approve the work performed, to authorize additional services, and to suspend or terminate the Service Provider's services. This representative or his/her designee shall attend the regularly scheduled meetings.
   c. The Service Provider's representative will be Craig Elliott, who will act on the Service Provider's behalf.
11) Acceptance of Services Rendered
   a. The City, through its designated representative, will be the determining judge of whether services rendered by the Service Provider and it's Sub-consultants under this Agreement satisfies the requirements as identified in this Agreement.

III. Detailed checklist of tasks to be performed, design team members involved, and dates targeted for completion:

(A 32 page detailed listing of tasks will be inserted here once the City and EMA finalize this. Copies of the draft version are available at Colin Hilton's office)

IVII. Estimated Breakdown of Fees

1.	Design Development & Contract Document Preparation	$ 359,125
2.	Contract Administration	82,875
3.	Total Fees (Lump Sum)	$ 442,000

The outlined tasks, hours, personnel, and fee structure gives the City and Service Provider a necessary outline of tasks and activities involved in Phase 2 Design Development and Construction Document preparation and Phase 3 Construction period contract administration services. Should adjustments be necessary to the outlined activities stated in “II. Detailed checklist of tasks to be performed, design team members involved, and dates targeted for completion” above, the two Parties will address through written correspondence.

Exhibit “B” – Hourly Rate for Added Work

Principal	$120 hour
Managing Architect	$85 hour
Production Architect	$85 hour
Support Staff	$55 hour
Clerical	$35 hour

ATTACHMENT C

CONTRACTING AND PURCHASING POLICY

Purpose: These rules are intended to provide a systematic and uniform method of purchasing goods and services for the City. The purpose of these rules is to ensure that purchases made and services contracted are in the best interest of the public and acquired in a cost-effective manner.

Authority of Manager: The City Manager or designate shall be responsible for the following:

1. Ensure all purchases for services comply with these rules;

2. Review and approve all purchases of the City;

3. Establish and amend procedures for the efficient and economical management of the contracting and purchasing functions authorized by these rules. Such procedures shall be in writing and on file in the office of the manager as a public record;

4. Maintain accurate and sufficient records concerning all City purchases and contracts for services;

5. Maintain a list of contractors for public improvements and personal services who have made themselves known to the City and are interested in soliciting City business;

6. Make recommendations to the City Council concerning amendments to these rules.

Definitions:

Building Improvement: The construction or repair of a public building or structure (Utah Code 11-39-101).

City: Park City Municipal Corporation and all other reporting entities controlled by or dependent upon the City's governing body, the City Council.

Contract: An agreement for the continuous delivery of goods and/or services over a period of time greater than 15 days.

CPI: The Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor.

Manager: City Manager or designee.

Public Works Project: The construction of a park, recreational facility, pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control (Utah Code 11-39-101). "Public Works Project" does not include the replacement or repair of existing infrastructure on private property (Utah Code 11-39-101), or emergency work, minor alteration, ordinary repair, or maintenance necessary to preserve a public improvement (such as lowering or repairing water mains; making connections with water mains; grading, repairing, or maintaining streets, sidewalks, bridges, culverts or conduits).

Purchase: The acquisition of goods (supplies, equipment, etc.) in a single transaction such that payment is made prior to receiving or upon receipt of the goods.

General Policy:

1. All City purchases for goods and services and contracts for goods and services shall be subject to these rules.

2. No contract or purchase shall be so arranged, fragmented, or divided with the purpose or intent to circumvent these rules.

3. No purchase shall be contracted for, or made, unless sufficient funds have been budgeted in the year in which funds have been appropriated.

4. Subject to federal, state, and local procurement laws when applicable, reasonable attempts should be made to support Park City businesses by purchasing goods and services through local vendors and service providers.

5. All reasonable attempts shall be made to publicize anticipated purchases or contracts in excess of $10,000 to known vendors, contractors, and suppliers.

6. All reasonable attempts shall be made to obtain at least three written quotations on all purchases of capital assets and services in excess of $10,000.

7. When it is advantageous to the City, annual contracts for services and supplies regularly purchased should be initiated.

8. All purchases and contracts must be approved by the manager or their designee unless otherwise specified in these rules.

9. All contracts for services shall be approved as to form by the city attorney.

10. The following items require City Council approval unless otherwise exempted in these following rules:

a. All contracts (as defined) over $20,000
b. All contracts and purchases awarded through the formal bidding process.
c. Any item over $10,000 that is not anticipated in the current budget.
d. Accumulated "Change Orders" which would overall increase a previously approved contract by
1) the lesser of 20% or $20,000 for contracts of $200,000 or less;
2) more than 10% for contracts over $200,000.

11. Acquisition of the following Items must be awarded through the formal bidding process:

a. All contracts for building improvements over the amount specified by state code, specifically:
i – for the year 2003, $40,000;
ii – for each year after 2003, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3% or the actual percent change in the CPI during the previous calendar year.
b. All contracts for public works projects over the amount specified by state code, specifically:
i – for the year 2003, $125,000;
ii – for each year after 2003, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3% or the actual percent change in the CPI during the previous calendar year.
c. Contracts for grading, clearing, demolition or construction in excess of $2,500 undertaken by the Community Redevelopment Agency.

Exceptions: Certain contracts for goods and services shall be exempt from bidding provisions. The manager shall determine whether or not a particular contract or purchase is exempt as set forth herein.

1. Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property, or of private property; circumstances which place the City or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the City to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The City Council shall be notified of any emergency contract which would have normally required their approval as soon as reasonably possible.

2. Projects that are acquired, expanded, or improved under the "Municipal Building Authority Act" are not subject to competitive bidding requirements.

3. Purchases made from grant funds must comply with all provisions of the grant.

General Rules:

1. **Purchases of Materials, Supplies and Services** are those items regularly purchased and consumed by the City. These items include, but are not limited to, office supplies, janitorial supplies, maintenance contracts for repairs to equipment, asphalt, printing services, postage, fertilizers, pipes, fittings, and uniforms. These items are normally budgeted within the operating budgets. Purchases of this type do not require "formal" competitive quotations or bids.

2. **Purchases of Capital Assets** are “equipment type” items which would be included in a fixed asset accounting system having a material life of three years or more and costing in excess of $5,000. These items are normally budgeted within the normal operating budgets. Purchases of this type do not require "formal" bids. All reasonable attempts shall be made to obtain at least three written quotations on all purchases of this type. A reasonable attempt will be made to notify any business with a Park City business license that, in the normal course of business, sells the equipment required by the City.

3. **Contracts for Professional Services** are usually contracts for services performed by an independent contractor in a professional capacity who produces a service predominately of an intangible nature. These include, but are not limited to, the services of an attorney, physician, engineer, accountant, architectural consultant, dentist, artist, appraiser or photographer.

   Professional service contracts are exempt from competitive bidding. The selection of professional service contracts shall be based on an evaluation of the services needed, the abilities of the contractors, the uniqueness of the service and the general performance of the contractor. The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. The manager shall determine which contracts are professional service contracts.

   Major professional service contracts ($20,000 and over) must be approved by the City Council.

4. **Contracts for Public Improvements:** are usually those contracts for the construction or major repair of roads, highways, parks, water lines and systems (i.e. Public Works Projects); and buildings and building additions (i.e. Building Improvements). Where a question arises as to whether or not a contract is for public improvement, the manager shall make the determination.

Minor public improvements (less than the amount specified by state code.): The department shall make a reasonable attempt to obtain at least three written competitive quotations. A written record of the source and the amount of the quotations must be kept. The manager may require formal bidding if it is deemed to be in the best interest of the City.

Major public improvements (greater than or equal to the amount specified by state code): Unless otherwise exempted, all contracts of this type require competitive bidding.

5. **<u>Contracts for Professional Services, where the Service Provider is responsible for Public Improvements</u>** (Construction Manager / General Contractor "CMGC" Method) – are usually contracts where the owner contracts with a Construction Manager for services to construct public improvements. The CMGC contract is exempt from competitive bidding. The selection of CMGC contracts shall be based on an evaluation of the services needed, the abilities of the contractors, the uniqueness of the service, the cost of service, and the general performance of the contractor. The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. The manager shall determine which contracts are CMGC contracts. Major CMGC contracts (over $20,000) must be approved by the City Council.

The selected CMGC will then implement all bid packages under a competitive bid requirement.

Bidding Provisions:

1. **Bid Specifications:** Specifications for public contracts shall not expressly or implicitly require any product by any brand name or make, nor the product of any particular manufacturer or seller, unless the product is exempt by these regulations or the City Council.

2. **Advertising Requirements:** An advertisement for bids is to be published at least twice in a newspaper of general circulation, printed and published in the city and in as many additional issues and publications as the manager may determine, at least five days prior to the opening of bids. Advertising for bids relating to Class B and C road improvement projects

shall be published in a newspaper of general circulation in the county at least once a week for three consecutive weeks.

All advertisements for bids shall state the following:

a. The date and time after which bids will not be accepted;

b. The date that pre-qualification applications must be filed, and the class or classes of work for which bidders must be pre-qualified if pre-qualification is a requirement;

c. The character of the work to be done or the materials or things to be purchased;

d. The office where the specifications for the work, material or things may be seen;

e. The name and title of the person designated for receipt of bids;

f. The type and amount of bid security if required;

g. The date, time, and place that the bids will be publicly opened.

3. **Requirements for Bids:** All bids made to the city shall comply with the following requirements:

   a. In writing;

   b. Filed with the manager;

   c. Opened publicly by the manager at the time designated in the advertisement and filed for public inspection;

   d. Have the appropriate bid security attached, if required.

4. **Award of Contract:** After bids are opened, and a determination made that a contract be awarded, the award shall be made to the lowest responsible bidder. "Lowest responsible bidder" shall mean the lowest bidder who has substantially complied with all prescribed requirements and who has not been disqualified as set forth herein.

   The successful bidder shall promptly execute a formal contract and, if required, deliver a bond, cashier's check, or certified check to the manager in a sum equal to the contract price, together with proof of appropriate insurance. Upon execution of the contract, bond, and insurance, the bid security shall be returned. Failure to execute the contract, bond, or insurance shall result in forfeit of the bid security.

5. **Rejection of Bids:** The manager or the City Council may reject any bid not in compliance with all prescribed requirements and reject all bids if it is determined to be in the best interest of the City.

6. **Disqualification of Bidders:** The manager, upon investigation, may disqualify a bidder if he or she does not comply with any of the following:

a. The bidder does not have sufficient financial ability to perform the contract;
b. The bidder does not have equipment available to perform the contract;
c. The bidder does not have key personnel available, of sufficient experience, to perform the contract;
d. The person has repeatedly breached contractual obligations with public and private agencies;
e. The bidder fails to comply with the requests of an investigation by the manager.

7. **Pre-qualification of Bidders**: The City may require pre-qualification of bidders.

   Upon establishment of the applicant's qualifications, the manager shall issue a qualification statement. The statement shall inform the applicant of the project for which the qualification is valid, as well as any other conditions that may be imposed on the qualification. It shall advise the applicant to notify the manager promptly if there has been any substantial change of conditions or circumstances which would make any statement contained in the pre-qualification application no longer applicable or untrue. If the manager does not qualify an applicant, written notice to the applicant is required, stating the reasons the pre-qualification was denied, and informing the applicant of his right to appeal the decision within five business days after receipt of the notice. Appeals shall be made to the City Council. The manager may, upon discovering that a pre-qualified person is no longer qualified, revoke pre-qualification by sending notification to the person. The notice shall state the reason for revocation and inform the person that revocation will be effective immediately.

8. **Appeals Procedure**: Any supplier, vendor, or contractor who determines that a decision has been made adversely to him, by the City, in violation of these regulations, may appeal that decision to the City Council.

   The complainant contractor shall promptly file a written appeal letter with the manager, within five working days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought. Upon receipt of the notice of appeal, the manager shall forward the appeal notice, his investigation of the matter, and any other relevant information to the City Council.

   The City Council shall conduct a hearing on the matter and provide the complainant an opportunity to be heard. A written decision shall be sent to the complainant.

ATTACHMENT D

THIS AGREEMENT IS BASED ON
Standard Form of Agreement Between
Owner and Construction Manager
where the Construction Manager is also
THE CONSTRUCTOR
1991 EDITION

AGREEMENT

made as of the ________ day of ______________________, 2004
(In words indicate day, month, and year)

BETWEEN the Owner:

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

and the Construction Manager:
(Name and address)

Hogan & Associates Construction, Inc.
940 North 1250 West
Centerville, Utah 84014

The Project is:
(Name, address, and brief description)Quinn's Junction Recreation Complex
________ Rt 248
Park City, UT 84060

The Architect is:
(Name and address)
Elliot Mahoney Architecture, LLC
364 Main Street, PO Box 3419
Park City, UT 84060

The Owner and Construction Manager agree as set forth below.

TABLE OF CONTENTS

ATTACHMENTS:

Amendment No. 1 to Agreement between Owner and Construction Manager
Exhibit A: Schedule Prepared by Construction Manager

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES

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.

1.2 GENERAL CONDITIONS

The General Conditions of the Contract shall be the 1987 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."

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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.

2.1.2 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.

2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Subparagraph 3.1.1 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 obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. 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.

2.1.4 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.

2.1.6 SUBCONTRACTORS AND SUPPLIERS

The 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. seek to develop subcontractor interest in the Project, and shall furnish to the Owner and the Architect, for their information, a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals shall be requested for each principal portion of the Work. The Architect shall promptly reply in writing to the Construction Manager if the Architect or Owner knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or the Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or the Architect to object or reject later any proposed subcontractor or supplier. [NEED TO REQUIRE PUBLICLY ADVERTISED COMPETITIVE BIDDING PER OUR BUDGET POLICY AND STATE CODE TITLE 11 CHP 39]

2.1.7 LONG LEAD TIME ITEMS

The Construction Manager 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. 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.

2.1.8 EXTENT OF RESPONSIBILITY

The Construction Manager does not warrant or guarantee estimates and schedules, except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules, and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and the Owner in writing.

2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Construction Manager shall comply with applicable laws, regulations, and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

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.

2.2.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Subparagraph 2.2.2, and other costs that are properly reimbursable as Cost of the Work, but not the basis for a 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.

2.2.4.5 An acknowledgment that the proposed Guaranteed Maximum Price is based on a Substantial Completion Date of January 15, 2006 [INSERT DATE], and a Final Completion Date of May 31, 2006.[INSERT DATE].

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 Construction Manager.

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.

2.3 CONSTRUCTION PHASE

2.3.1 GENERAL

2.3.1.1 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.

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 prepare a schedule in accordance with Paragraph 3.10 of AIA Document A201, as amended, including the Owner's occupancy requirements.

2.3.2.6 The Construction Manager shall provide monthly written reports to the Owner and the Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, the number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The Construction Manager shall submit copies of the daily log to Owner on a weekly basis and the log shall be available to the Architect.

2.3.2.7 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.

2.4 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. [RON AND/OR JEFF SHOULD REVIEW THIS LANGUAGE WITH REGARDS TO ANY POSSIBLE ENVIRONMENTAL ISSUES]

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, upon written request from the Construction Manager, shall furnish evidence of Project financing prior to the start of the Construction Phase and from time to time thereafter as the Construction Manager may request. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

3.1.3 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.

3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS, AND

RREPORTS

[**GRANT THOMAS COMMENT**: PCMC should review this section carefully for both Downtown and Quinn's to determine exactly what it intends to provide the CM. This section should be modified based on the information PCMC will provide for each project.]

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 3.1.4.1 through 3.1.4.4 of this Agreement, except to the extent that the Construction Manager knows of any inaccuracy.

3.1.4.1 Reports, surveys, drawings, and tests concerning the conditions of the site which are required by law.

3.1.4.2 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.

3.1.4.3 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.

3.1.4.4 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.

3.1.4.5 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 in the Services Provider Agreement between Park City and Elliot Mahoney Architecture, LLC. the document entitled [INSERT CONTRACT TITLE FOR ARCHITCECT AGREEMENTS]. 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, from which compensation provisions may be deleted. [**GRANT THOMAS COMMENT**: Determine how PCMC and/or the Architect will provide Design Documents to the CM (electronically plus how many sets of hard copy documents) and include language in this article or reference where the information will be provided (Attachment).] The Architect will provide design documents to the Construction Manager at the various phases of design to include an electronic version in PDF format and 6 sets of drawings and specifications in hard copy.

3.4 LEGAL REQUIREMENTS

The Owner shall determine, and advise the Architect and the Construction Manager of, any special legal requirements relating specifically to the Project that differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Paragraph 3.1 of this Agreement.

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: $ [INSERT DOLLAR AMOUNT]22,080

Construction Fee: $ [INSERT DOLLAR AMOUNT]1.6% of the Cost of Work

(Fee will be converted to a lump sum upon acceptance of the GMP by the Owner)

In the event that the actual Cost of the Work is less than the Guaranteed Maximum Price, as adjusted for changes per Paragraph 4.3 of this Agreement, the Construction Manager shall receive an incentive fee equal to twenty-five twenty percent (2520%) of such savings; however, in no event shall the incentive fee exceed $20,000.[INSERT MAX INCENTIVE]20,000[NEED TO DECIDE ON INCENTIVE, SHARED SAVINGS CLAUSE].

4.2 GUARANTEED MAXIMUM PRICE

4.2.1 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, 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

4.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 of this Agreement may be determined by any of the methods listed in Subparagraph 7.3.3 of AIA Document A201, as amended.

4.3.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee," as used in Subparagraph 7.3.3.3 of AIA Document A201, as amended, and the terms "costs" and "a reasonable allowance for overhead and profit." as used in Subparagraph 7.3.6 of AIA Document A201, as amended, shall have the meanings assigned to them in that document, and shall not be modified by this Article 4. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be circulated in accordance with the terms of those subcontracts.

4.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs," as used in the above-referenced provisions of AIA Document A201, as amended, shall mean the Cost of the Work as defined in Article 5 of this Agreement, and the term "a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Subparagraph 4.1.1 of this Agreement.

ARTICLE 5
COST OF THE WORK FOR CONSTRUCTION PHASE

5.1 COSTS TO BE REIMBURSED

5.1.1 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* ™.

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. [**GRANT THOMAS COMMENT**: Establish anticipated travel during the CM interview process.]

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 other than that for which payment is permitted by Subparagraph 5.1.8.2 of this Agreement.

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 . [**GRANT THOMAS COMMENT**: Determine data processing charges during CM interview process.]

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. [**GRANT THOMAS COMMENT**: Determine if any relocation costs anticipated by CM during CM interview process.]

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

The Cost of the Work shall also include costs described in Subparagraph 5.1.1 of this Agreement that are incurred by the Construction Manager:

5.1.8.1 In taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.3 of AIA Document A201, as amended.

5.1.8.2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction Manager or the Construction Manager's foremen, engineers, or superintendents or other supervisory, administrative, or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors, or suppliers.

5.1.9 The costs described in Subparagraphs 5.1.1 through 5.1.8 of this Agreement shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201, as amended, or other Conditions of the Contract that may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Paragraph 5.2 of this Agreement.

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 5.1.2.2 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 Except as provided in Subparagraph 5.1.8.2 of this Agreement, costs due to the negligence of the Construction Manager or to the 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.

5.4 ACCOUNTING RECORDS

5.4.1 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 Provided an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment to the Construction Manager not later than the fifteenth fifth day of the same following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen thirty (1530) days after the Architect receives the Application for Payment. [CHECK THIS PAYMENT SCHEDULE WITH LORI COLLETT—SHOULD WE CHANGE TO A STRAIGHT 30-DAY PAYMENT SCHEDULE ALA OUR NORMAL CONSTRUCTION CONTRACT??]

6.1.4 Unless waived in writing by the Owner, with each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, (2) less that portion of those payments attributable to the Construction Manager's Fee, (3) plus payrolls for the period covered by the present Application for Payment.

6.1.5 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.

6.1.6 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.

6.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

6.1.7.1 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.

6.1.7.2 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.

6.1.7.3 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.

6.1.7.4 Subtract the aggregate of previous payments made by the Owner.

6.1.7.5 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.

6.1.7.6 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.

6.1.8 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.

6.1.9 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.

6.1.10 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.

6.1.11 No retention shall be held on the Construction Manager's General Conditions costs or the Construction Manager's Fee.

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's accountants; 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's accountant 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 accountants 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 the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 8 of this Agreement, without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed 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.

6.2.5 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.

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), shall be purchased and maintained as follows:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 1,000,000	Personal and Advertising Injury
$ 1,000,000	Products - Completed Operations Aggregate

7.1.2.1 The limits required in Subparagraph 7.1.2 (the "Policy") shall name Park City Municipal Corporation as additional insured. 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.

7.1.2.3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations under Paragraph 3.18 of AIA Document A201, as amended.

7.1.3 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 $1 million.

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.

7.2 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 three (3) days before the commencement of any Work at the Project site.

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 1987 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.

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.

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.

8.2 MANDATORY ARBITRATION (suggest including dispute resolution process prior to arbitration-see hard copy for Senior Executive process)

8.2.1 If a controversy or claim should arise, Construction Manager's and Subcontractor's authorized representatives shall meet at least once to attempt to resolve the matter. Either authorized representative may request the other to meet within fourteen (14) days, at a mutually agreed upon time and place.

8.2.2 If the matter has not been resolved within twenty one (21) days of their first meeting, the authorized representatives shall refer the matter to senior executives, who shall have authority to settle the dispute ("Senior Executives"). Thereupon, the authorized representatives shall promptly prepare and exchange memoranda stating the issues in dispute and their positions, summarizing the negotiations which have taken place and attaching relevant documents. The Senior Executives will meet for negotiations within fourteen (14) days of the end of the twenty one (21) day period referred to above, at a mutually agreed time and place.

8.2.3 If the matter has not been resolved within thirty (30) days of the meeting of the Senior Executives, aAny controversies arising out of the terms of this Agreement or its interpretation, including any subcontractor dispute, shall be settled in Utah in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

8.2.4 All deadlines specified in this Article 9 may be extended by mutual agreement.

8.2.5 Subcontractor shall carry on its work and maintain its progress during any arbitration or legal proceedings.

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. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager, as a condition of receiving the payment referred to in this Article 9, shall execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

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 and 4.3.4 of this Agreement.

ARTICLE 10
OTHER CONDITIONS AND SERVICES

10.1 The Construction Manager shall competitively bid each portion of the Work from the approved list of subcontractors and suppliers as described in Subparagraph 2.1.6 of this Agreement. The Construction Manager shall review each bid, and, for any item in excess of $50,000, 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 In accordance with Paragraph 3.2 of this Agreement, the Owner hereby designates Colin Hilton as its Representative.

THIS AGREEMENT entered into as of the day and year first written above.

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 , 2004, for construction of the new_____________________________. (*the Project)*, 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 _________________________________, 2004, 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 .

City Council Staff Report

Author: Patrick Putt
Subject: Burbs, LLC/IHC Hospital, Inc Quinns Junction Annexation
Date: November 18, 2004
Type of Item: Request For Acceptance of Annexation Petitior

Planning Department

Summary Recommendations: The Planning Department recommends that Council accept the subject annexation petition and commence the annexation certification process.

Description

Topic

Project Name:	Burbs, LLC/IHC Hospital, Inc Quinns Junction Annexation
Applicant:	Burbs, LLC, IHC Hospital, INC.
Location:	Quinn's Junction
Zoning:	Summit County- DL (Developable Lands @ 1 unit per 20 acres- base density); and SL (Sensitive Land @ 1 unit per 40 acres (over 30% slope, or wetlands)
Proposed Zoning:	General Commercial (GC)-MPD
Adjacent Land Uses:	COSAC purchased open space; private, undeveloped property, Fairway Hills Estates (residential); proposed Municipal Recreation Complex
Proposed Use:	Institutional Uses—Medical Hospital/Health Campus and USSA Training Center

Background

The Burbs, LLC and IHC Hospital, INC. filed a completed annexation petition on November 3, 2004. The 157 acre property is located in the Quinn's Junction area at the northwest quadrant of the US-40/SR-248 interchange *(see Exhibit A - vicinity map and Subdivision Plat Exhibit B)*. The property is currently undeveloped. The applicant seeks to develop a hospital, medical campus, and United States Ski and Snowboard training center on the site. The underlying zoning being requested is General Commercial (GC), with an underlying Master Planned Development (GC-MPD) *see Annexation and Zoning Plat Exhibit C*. The proposed institutional uses are consistent with the requested GC zoning. The Master Planned Development process will allow flexibility in the site planning relating open space, parking, and building design. The proposed zoning will also include a Entry Corridor Protection Overlay Zone and Sensitive Lands designation.

Staff has determined that all materials required to form a complete annexation petition according to provisions of the City's Annexation Policy Plan have been filed. A signed annexation plat, prepared by a licensed surveyor, has been filed. The applicant also has provided necessary notification of the intent to file the petition to the required affected entities. All applicable fees have been paid.

Analysis
The property is located within the boundaries of the recently completed Summit County/Park City Joint Planning Study for Quinn's Junction. The Planning Commissions from both jurisdictions have approved the attached planning principles, and the study is now complete. Both Staffs and the Joint Planning Commission sub-committees agreed the attached map, land use principles, and development patterns best represent a consensus of ideas for land use potentials for consideration in the Study area. These findings will be used as a basis for future General Plan updates and changes to Development Codes, and initial guidelines for evaluating future annexation requests. Annexations located within the Study area shall be evaluated principles *(Exhibit D)*.

The property consists of one 156.76 acre metes and bounds parcel contiguous to the Park City Municipal boundary. The parcel is within the City's Annexation Expansion Area, as described by the adopted Annexation Policy Plan. After determining that the annexation petition application is complete pursuant to the City's Annexation Policy Plan, staff scheduled the petition for City Council acceptance or rejection at its first regularly scheduled meeting that is at least 14 days after the date the petition was filed, as required by state law.

Municipal annexation is a legislative act governed procedurally by Utah state law. Once the annexation petition is filed with the City Recorder, the petition is presented to the municipal legislative body for acceptance or rejection. Because annexation is a legislative act, the Council's decision to accept or reject the petition is not governed by statutory criteria: subject to constitutional restraints, acceptance or rejection is at the Council's discretion. It is important to note that a decision to reject the petition ends the annexation process, while a decision to accept the petition is not final, but only allows the process to continue for further consideration via the certification and subsequent public hearing process.

If the Council accepts the petition, then a 30-day certification review process will commence wherein Staff will determine whether the petition meets all requirements of Utah State Code Sections 10-2-403(2), (3), and (4). If staff determines that the petition meets these requirements, then the City Recorder will certify the petition and commence the public notification and hearing process. If staff determines that the petition fails to meet any of the statutory requirements, then the City Recorder will reject the petition and deliver written notification of rejection to the applicant and other parties required by state law. The applicant then will have the opportunity to modify the petition to correct the deficiencies for which it was rejected and re-file the petition with the City Recorder.

Alternatives: It is important to note that pursuant to Utah State Code Section 10-2-405(1)(a)(i)(B), if the Council does not take action on this annexation petition at its first regularly scheduled meeting that is at least 14 days after the date the petition was filed (this meeting, November 18, 2004), then the annexation petition shall be considered accepted for further consideration. Accordingly, taking no action and/or continuing this item are not options available to the Council; either action represents acceptance of the petition.

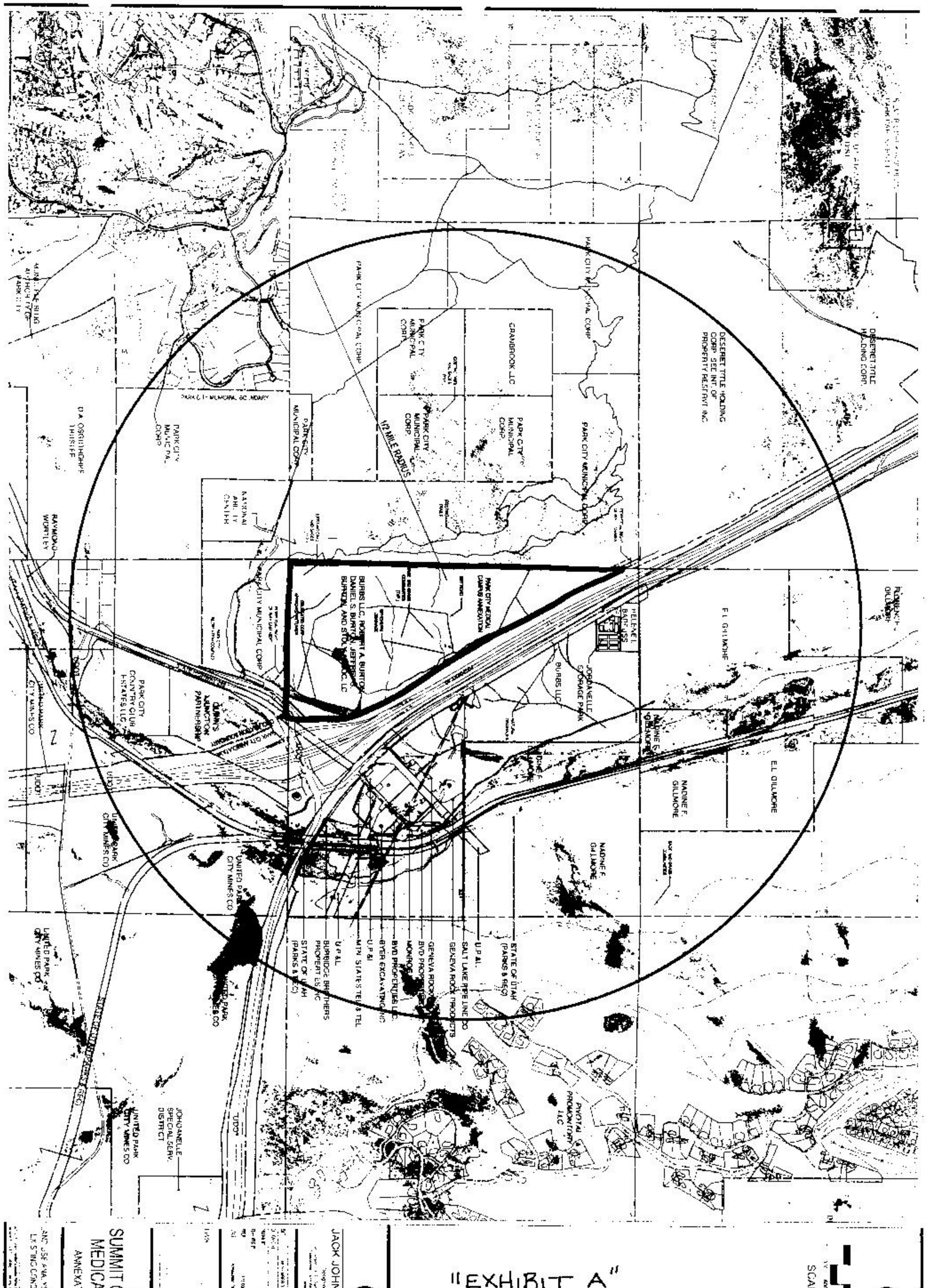
A. Accept the annexation petition for further consideration, thereby triggering the 30-day certification review process;

B. Reject the annexation petition, thereby ending the annexation process; or

C. Do nothing or continue the item. Pursuant to state law, the annexation petition is considered accepted for further consideration, thereby triggering the 30-day certification review process.

Recommendation
Staff recommends the Council review the petition for annexation of the 156.76 acre parcel and take action to accept the petition.

Exhibits
Exhibit A – Vicinity Map
Exhibit B - Subdivision Plat
Exhibit C – Annexation and Zoning Plat
Exhibit D – Quinn’s Junctions Study Joint Planning Commission Development Principals



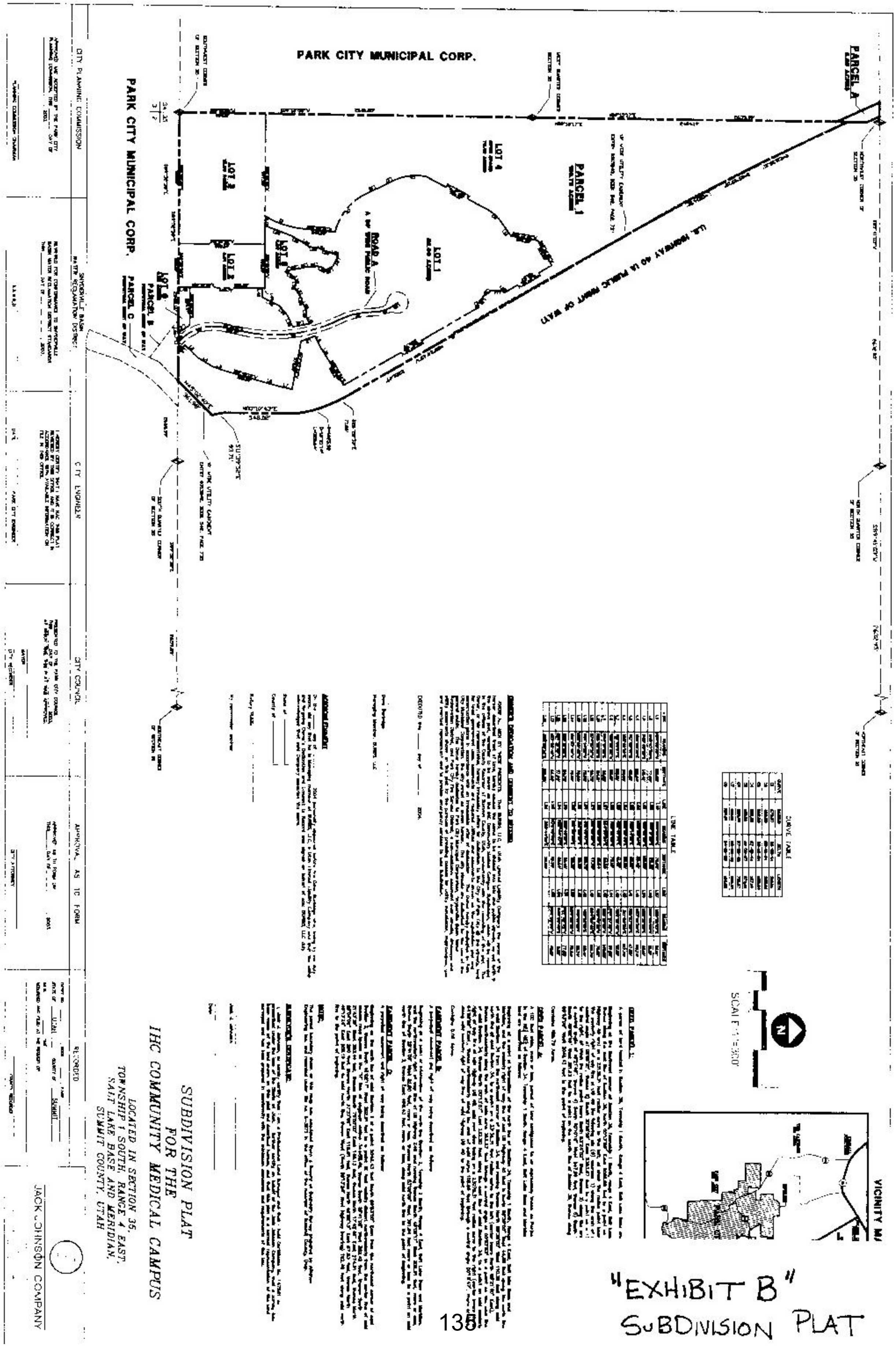
JACK JOHNSON COMPANY

IHC
SUMMIT COMMUNITY
MEDICAL CAMPUS
ANNEXATION PETITION

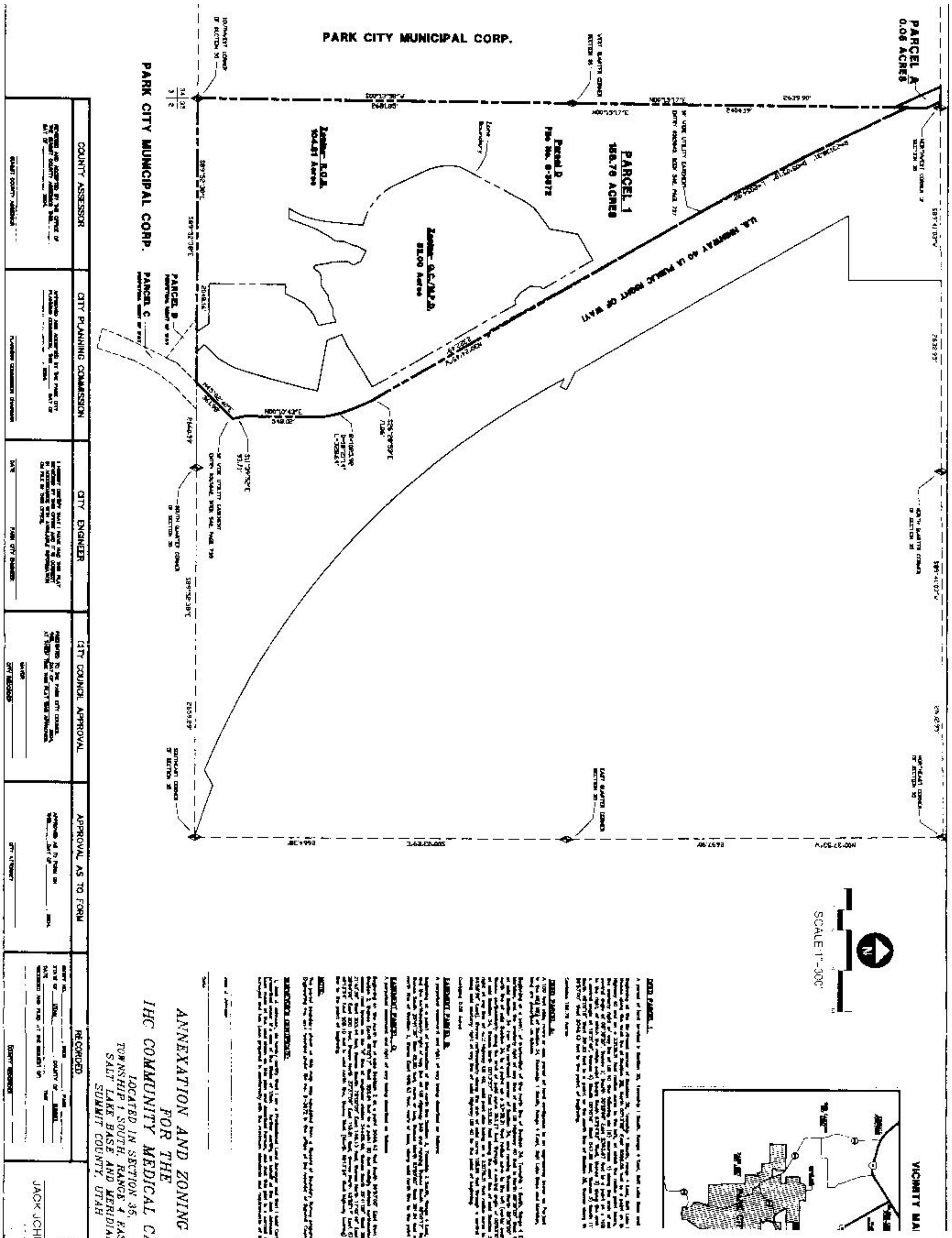
S4

SCALE: 1"=600'

"EXHIBIT A"
VICINITY MAP



"EXHIBIT B"
SUBDIVISION PLAT



"EXHIBIT C"
ANNEXATION AND ZONING
PLAT

Exhibit D

Quinn's Junction Study
Joint Planning Commission Development Principles

Development Densities and Land Uses

1. Initial project analysis should commence with a review of property's base density, wetlands, slopes, wildlife areas, flood plain, etc.)

2. Consider density bonuses for preservation of key open spaces identified in the study area.

3. Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.

4. Highway service commercial / convenience retail and regional/big-box retail commercial will not be considered in/along the Highway 40/SR 248 corridor.

5. A site for institutional development will be considered in the study area with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution.

6. A limited expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl and should include re-development / clean up of existing businesses, land use patterns, circulation, etc, that have been detrimental to the environment, aesthetics, or function of the area. Density incentives would be considered for preservation of key open space areas within the boundaries of the study, particularly those advancing the goals of the study for preservation of the 248 entry corridor. It should be noted that many of the above principles will be further specified by forthcoming amendments to the Snyderville Basin Development Code, which will more serve as the actual governing document for proposals including these types of uses in the study area.

7. Neighborhood Commercial uses will be considered in the Silver Summit area east of Highway 40 and a more limited (in use and overall density) neighborhood commercial node could be considered on the west side of Highway 40. Potential for expansion of these uses may be through density receiving mechanisms to be identified in forthcoming Development Code changes.

8. Recreation and Open Space will be the encouraged use in the Richardson's Flat area. The majority of this area is governed by and must be reviewed for consistency with the 1999 Flagstaff Mountain Development Agreement, which stipulates golf course, active recreation, equestrian and preserved open space as allowed uses.

9. Clustered residential development may be considered in areas indicated on the accompanying map of the study area and specified for base density. Initial evaluation of density for projects in the study area shall be based on Summit County Base Density allowances as specified in the Code in effect at the time of application. The maximum density that will be considered in Base Density areas for projects complying with all preferred development patterns and principles will be limited to the densities specified for rural areas in the Summit County Development Code or where applicable the Estate Zoning provisions of the Park City Land Management Code. Code provisions in effect at the time of application will apply. Only potential receiving areas or the parcel identified for potential employee housing in the existing Flagstaff Mountain Development Agreement will be considered at higher densities.

Development Patterns

1. Cluster in identified receiving areas and around existing development maintaining consistency among uses.

2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.

3. Apply Sensitive Land standards from City and County ordinances for all development design. This includes recreational and institutional development, which should incorporate and preserve important topographical features, natural areas and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of an important resort entry corridor. Planning efforts for projects in this corridor should continue to involve both City and County staff for input.

4. Large expanses of surface parking areas with high visibility from the entry corridor will not be allowed. Surface parking shall be buffered from the entry corridor and utilize existing topography for screening purposes whenever possible. Sub-surface and well designed structured parking will be encouraged whenever possible.

5. Preserve a substantial open space corridor through the study area.

6. New Development (including institutional and recreational) should be transit-oriented and linked to broader community open space and trail networks.

Quinn's Junction Area Plan