

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect 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 the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Fixed Fee of \$15,000 (based on \$6.6 million) per Attachment A.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within five (5) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

8 % per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds, ~~funds for the Construction Manager's performance of the Contract.~~ The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

CM fixed fee of 2.5% and not to exceed \$165,000 for the scope of the project outlined in the RFP

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Cost +5%

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

5% for Construction Manager's markup on subcontract change orders.

~~§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed _____ percent (_____ %) of the standard rate paid at the place of the Project.~~

~~§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General

Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 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 Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

It is NOT the intent of this contract to have reimbursable accounts outside the scope of the GMP. All costs listed in Article 6 shall be included in the GMP. The Construction Manager will provide lump sum amounts for all work to be self performed per Section 2.3.2.

In the event that items of work are not covered by a specific subcontract or supplier bid, the CM/GC shall include in the GMP the fixed cost of his compensation to perform said work, to the extent that the work can be identified at the time. Any changes to the original scope of work after establishment of the GMP will be handled through the normal Change Order process.

Those Cost of Work items listed as General Conditions shall be fixed as stipulated sums in the GMP and as currently estimated on attachment A for the amounts shown.

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 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 the standard 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 Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 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.

§ 6.2.4 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 such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 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 rights arising from such requirement of the Contract Documents; and 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. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred 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 Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

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- .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 Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 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 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 obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 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.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same 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 30 (thirty) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 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 progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager 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, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that 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.

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of 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 shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .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;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 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 Section 7.1.4 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, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 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 auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors 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 request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors 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.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable 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 as provided in Section 5.2.1, 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 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
<u>Insurance coverage and limits shall be per attached certificate</u>	100% of contract sum per section 5.1
<u>Payment & Performance Bonds</u>	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience

and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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 which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, 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. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept 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 will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed ~~Maximum-Price~~ Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

~~Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases. The Contract shall be governed by the law of the State of Utah and any action to enforce any provision of this contract shall be filed with the 3rd Judicial District Court in and for Salt Lake County, State of Utah.~~

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole 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.

§ 11.5 Other provisions:

None

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the 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 Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- ~~.3 AIA Document E201TM 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- ~~.4 AIA Document E202TM 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

.

Init.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

| Alan W. McDonald Mayor
(Printed name and title)

Dennis Forbush Vice President
(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:40:08 on 03/27/2014 under Order No. 5674478790_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



J: CM/GC FEES PROPOSAL

PROPOSED FEES -

A. PRE-CONSTRUCTION PHASE FIXED FEE:	<u>\$15,000.00</u>	<u>0.23%</u>
B. CONSTRUCTION PHASE FIXED FEE:	<u>\$165,000.00</u>	<u>2.5%</u>
C. ESTIMATED GENERAL CONDITIONS FEE:	<u>\$220,000.00</u>	<u>3.1%</u>

Tab 9

ORDINANCE NO. 2014-05

AN ORDINANCE AMENDING HEBER CITY BLOCK 43 OF HEBER CITY'S ZONING MAP.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Zoning Designation of Block 43, located at 301 South Main Street is **amended** as shown in the attached Exhibit A.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2014.

ADOPTED and PASSED by the City Council of Heber City, Utah this ____ day of _____, 2014, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

Mayor Alan W. McDonald

ATTEST:

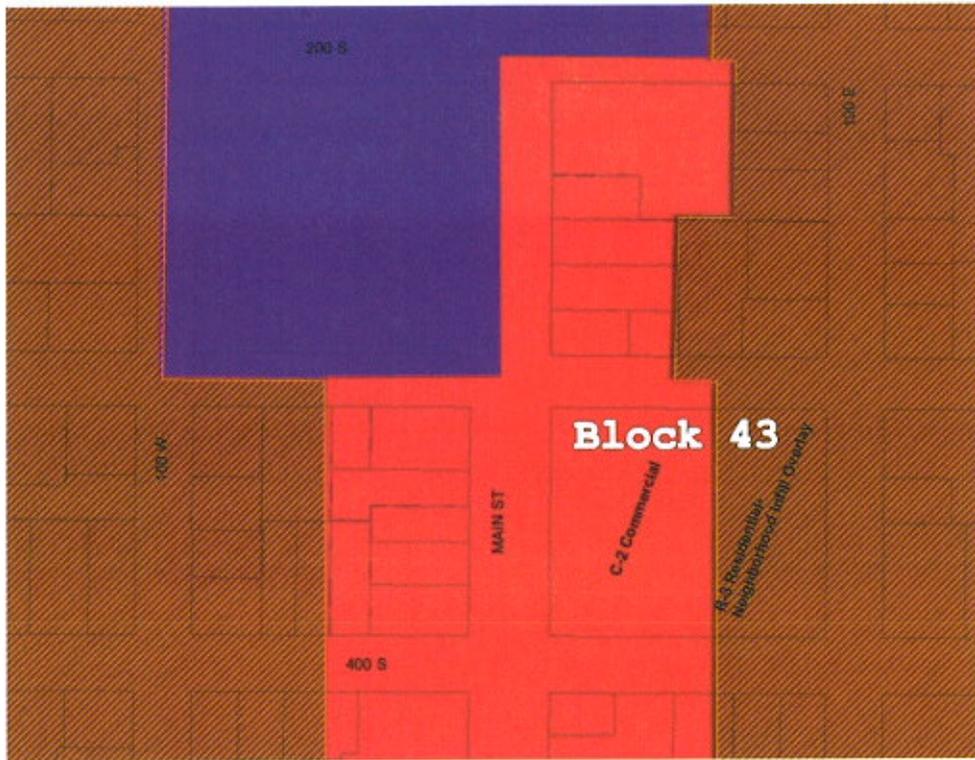
Date: _____

RECORDER

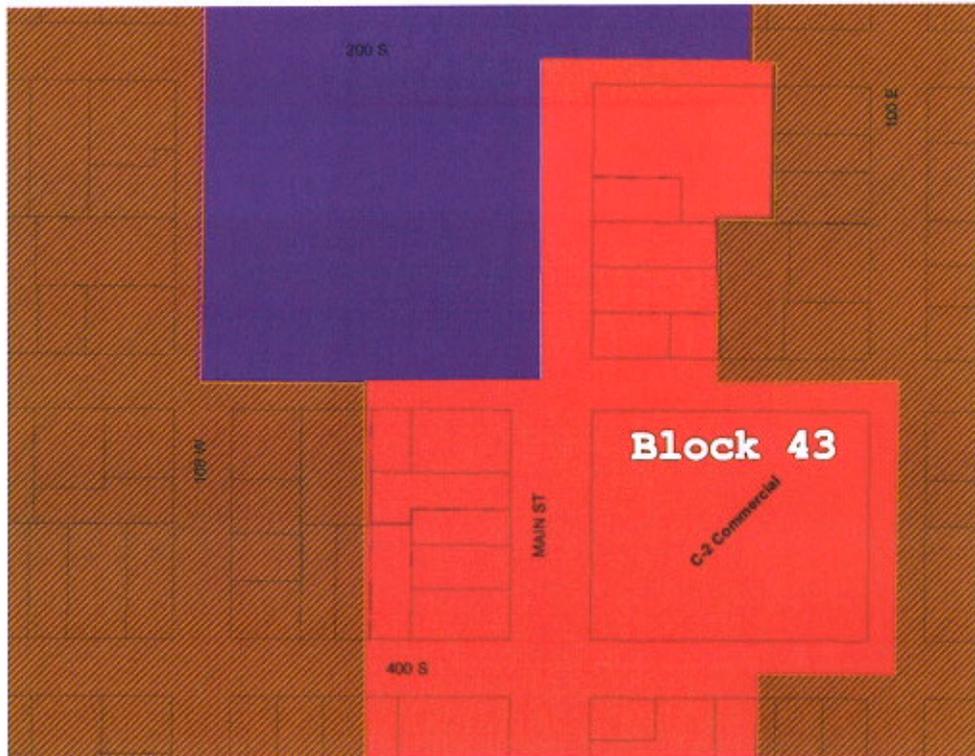
Date of First Publishing: _____

EXHIBIT A

EXISTING ZONING DESIGNATION



PROPOSED ZONING DESIGNATION



Heber City Council
Meeting date: April 3, 2014
Report by: Anthony L. Kohler

Re: Zoning Map Amendment, Setbacks, Building Height, and Parking Amendments

SUMMARY

The proposed amendments to the City Code relate to the new Public Safety Building at the old Central School at 301 South Main Street. The Planning Commission held a public hearing on February 27, 2014 to formally consider the proposed 4 amendments. No public comments were received. In summary, the four amendments considered were: (1) Setbacks; (2) Zoning Map; (3) Parking; and (4) Building Height.

SETBACK AMENDMENT

Discussion

Section 103 of the C-2 & C-4 Design Criteria requires a minimum 20 foot setback and maximum 40 foot street setback. The design criteria is trying to establish a street presence for commercial buildings, but typically civic buildings such as churches, government buildings, and non-profit buildings should be setback more to give distinction to their street presence and provide for a large gathering location along the street. The proposed amendment to Section 103 of the design criteria is shown below in underline and strikeout changes.

Staff Recommended Amendment to Section 103 – Building Setback

Twenty foot (20') setback minimum from street property line to building face and forty foot (40') setback maximum from street property line to building face, with the exception of Civic Buildings, including government and non-profit buildings, which should have a setback over 40 feet from the primary street property line to accommodate common space. *(See illustration detail C2B-1 & C2B-2)*

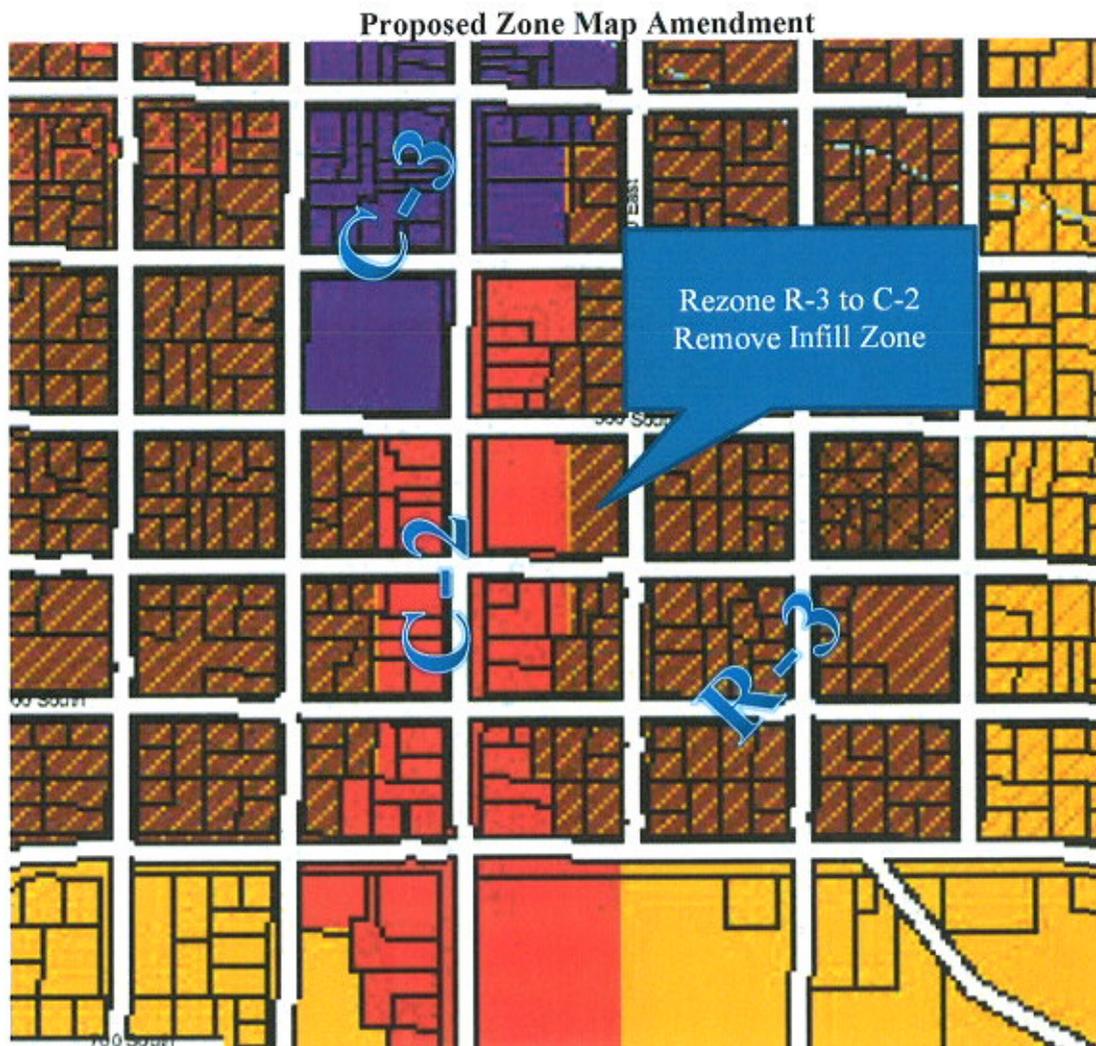
Planning Commission Recommendation

The Commission unanimously recommended approval for the proposed amendment of Section 103 “Building Setbacks” of the C-2 and C-4 (Commercial) Design Criteria amending the wording in the ordinance to “20 foot setback minimum from street property line to building face and 40 foot setback maximum from street property line to building face. Sites that use a wall sign or blade projecting sign as the primary sign may have a 10 foot minimum setback from the street property line upon approval from the Planning Department.”

ZONING MAP AMENDMENT

Discussion

The city block is currently zoned as C-2 Commercial along Main Street, with R-3 Residential zoning along 100 East. The Future Land Use Element of the General Plan identifies the entire block as an Institutional Use. The request is to amend the Zoning Map to designate the entire block as the C-2 Commercial Zone and remove the Infill Zone from the rear of the property.



Planning Commission Recommendation

The Planning Commission unanimously recommended approval for changing Block 43 at 301 South Main Street from R-3 Residential to C-2 Commercial and removing the Infill Overlay Zone from said Block 43.

PARKING ORDINANCE AMENDMENT

Discussion

The intended size of the Public Safety Building is about 22,000 square feet. The Municipal Code requires 5 parking stalls per 1,000 square feet plus 1 space for each employee, which translates into 151 off-street parking stalls, necessitating a parking lot of over an acre in size. This amount greatly exceeds the need for parking on the site. In the downtown C-3 Commercial Zone, private buildings can utilize a parking ratio of 3 spaces per 1,000 square feet, which is about the parking ratio of City-County Square at Center Street and Main. The proposed parking amendment utilizes the 3 spaces per 1,000 square foot ratio as shown below in underline and strike-out.

Parking Comparison at 3 Spaces per 1,000 Square Feet

	Area (sf)	Employees	Off-Street Parking Stalls
City-County Square	31,800	51	97
Public Safety Building	22,000	41	66

Proposed Amendment to Section 18.72.030 Parking Space Requirements-Designated

G. ~~Government buildings shall have one parking space per each employee plus one space for each two hundred square feet of floor area in the building.~~ Government buildings shall provide at least 3 parking stalls per 1,000 square feet of floor area;

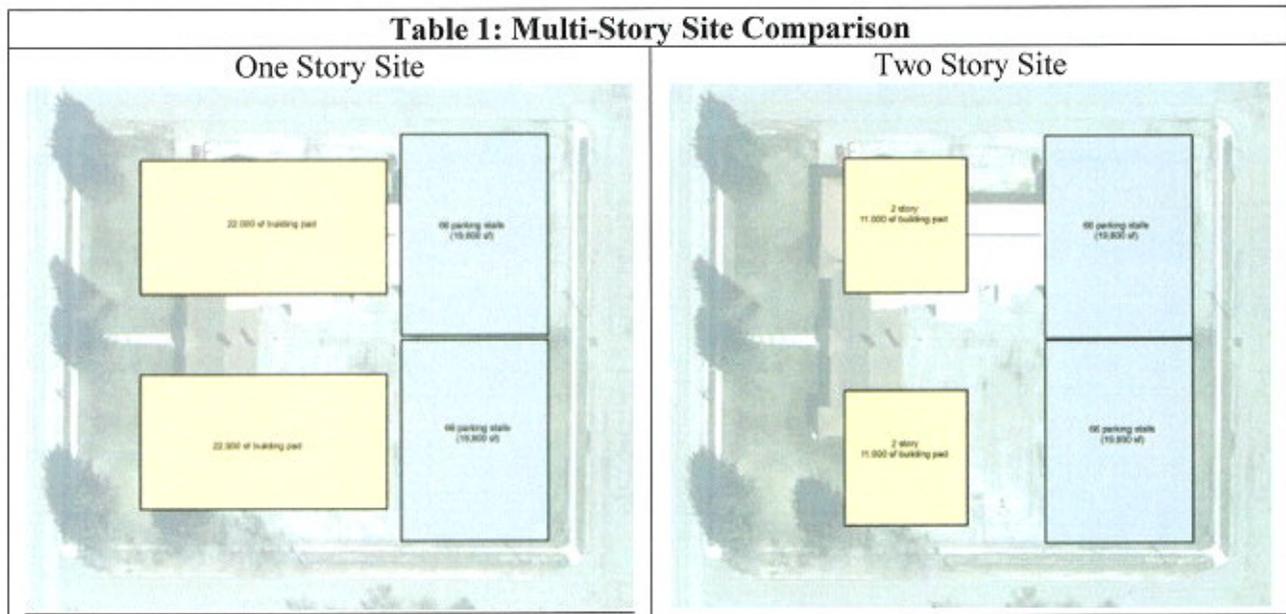
Planning Commission Recommendation Motion

The Planning Commission unanimously recommended approval the amendment to Heber City Municipal Code, Section 18.72.030 G. "Government Building Parking Requirements", altering the required off-street parking requirements for government buildings to state, "Government buildings shall provide at least three parking stalls per 1,000 square feet of floor area" and striking the verbiage, "Government buildings shall have one parking space per each employee plus one space for each two hundred square feet of floor area in the building".

BUILDING HEIGHT

Discussion

In discussing the potential design of the proposed Public Safety Building, the question has come up as to whether it should be a 1 story building or a 2 story building. As shown in Table 1, a 2 story building more efficiently utilizes space, providing more room for a future building, parking, and more room for open space around the building. Many of the historically and architecturally significant buildings in Heber City were constructed as multi story buildings as shown in Table 2.



Staff Recommended Amendment to Section 306 –Building Height

All buildings shall maintain the average perceived scale of two story buildings at the sidewalk. Average façade heights of new buildings should fall within the established architectural proportions of height to width ratio. This average height can vary by way of architectural styles but should maintain an average ratio as noted above. Building height shall not exceed 45 (forty-five) feet, measured from finished grade to the highest point of the building.

Clock towers, cupolas, entry areas and other special architectural features that visually break up the building form may, upon approval from the Heber City Planning Commission, exceed the specified building height.

Civic Buildings, including government and non-profit buildings, shall be at least 2 stories in height to match the style of turn of the century Civic Buildings in Heber City, such as the Wasatch County School District Offices, Heber Bank Block, Hatch Building, Fire

Station and the Tabernacle. 2 story buildings more efficiently utilize space and allow for more common area around the buildings than a 1 story building.

Planning Commission Recommendation

Commissioner Richards moved that we recommend approval for the proposed amendment, Section 306 Building Height of C-2/C-4 Design Criteria with exception of, going to the first paragraph, Civic Buildings, including government and non-profit buildings, should be at least two stories in appearance and height to match the style of the turn of the century Civic Buildings, in Heber City, such as the Wasatch County School District Offices, Heber Bank Block, Hatch Building, Fire Station and the Tabernacle, two story buildings more efficiently utilize space and allow for more common area around the buildings than a one story building. Commissioner Webb seconded the motion. Discussion that the reason the words ‘in appearance’ were added was that so a façade could be used. As an example, a building of a story and a half could be built but the façade would make the building appear to be two stories in height. Voting Aye: Commissioners Ferguson, Glissmeyer, Rawlings, Richards, Thurber and Webb. Voting Nay: Commissioner Zane. The motion passed.

Table 2: Multi-Story Historic Buildings in Heber City	
<p>Wasatch County School District</p> 	<p>Heber Bank Block</p> 
<p>Hatch Building</p> 	<p>Tabernacle</p> 
<p>Fire Station</p> 	

Tab 10

ORDINANCE NO. 2014-06

AN ORDINANCE AMENDING SECTIONS 103 AND 306 OF HEBER CITY'S C-2 AND C-4 COMMERCIAL DESIGN STANDARDS AND GUIDELEINES.

BE IT ORDAINED by the City Council of Heber City, Utah, that Sections 103 and 306 OF THE C-2 and C-4 **Commercial Design Standards and Guidelines** are amended as follows:

SECTION 103 - BUILDING SETBACK

Twenty foot (20') setback minimum from street property line to building face and forty foot (40') setback maximum from street property line to building face. Sites that utilize a wall sign or blade projecting sign on the wall as the primary sign may have a 10 foot minimum setback from the street property line upon approval from the Planning Department. (See illustration detail C2B-1 & C2B-2)

SECTION 306 - BUILDING HEIGHT

All buildings shall maintain the average perceived scale of two story buildings at the sidewalk. Average façade heights of new buildings should fall within the established architectural proportions of height to width ratio. This average height can vary by way of architectural styles but should maintain an average ratio as noted above. Building height shall not exceed 45 (forty-five) feet, measured from finished grade to the highest point of the building.

Clock towers, cupolas, entry areas and other special architectural features that visually break up the building form may, upon approval from the Heber City Planning Commission, exceed the specified building height.

Civic Buildings, including government and non-profit buildings, should be at least two stories in appearance and height to match the style of the late 1800s and early 1900s Civic Buildings constructed in Heber City, such as the Wasatch County School District Offices, Heber Bank Block, Hatch Building, Fire Station and the Tabernacle. Two (2) story buildings more efficiently utilize space and allow for more common area around the buildings than a one (1) story building.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2014.

ADOPTED and PASSED by the City Council of Heber City, Utah
this _____ day of _____, 2014, by the following
vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

Mayor Alan W. McDonald

ATTEST:

RECORDER

Date: _____

Date of First Publishing: _____

Tab 11

ORDINANCE NO. 2014-07

AN ORDINANCE AMENDING SECTION 18.72.030, **PARKING SPACES DESIGNATED OF THE HEBER CITY MUNICIPAL CODE.**

BE IT ORDAINED by the City Council of Heber City, Utah, that Section 18.72.030 is **amended** as follows:

SECTION 18.72.030 PARKING SPACES DESIGNATED

G. ~~Government buildings shall have one parking space per each employee plus one space for each two hundred square feet of floor area in the building;~~ Government buildings shall provide at least 3 parking stalls per 1,000 square feet of floor area;

P. Retail stores, personal service shops and other business buildings not specifically mentioned elsewhere in this Section shall have parking space at the rate of five spaces per one thousand square feet of floor area;~~except that in any zone designated as central commercial zone, parking space may be reduced to three spaces per one thousand square feet of floor space;~~

V. C-3 Central Commercial Zone Parking. Retail, office, restaurant and government uses in the C-3 Central Commercial Zone shall have at least three spaces per one thousand square feet of floor space;

W. One-half (1/2) of available angled on-street parking along a parcel's frontage may be counted towards the requirements for meeting the off-street parking requirements for uses within the C-2 and C-3 Commercial Zones.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2014.

ADOPTED and PASSED by the City Council of Heber City, Utah this ____ day of _____, 2014, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____

Council Member Heidi Franco

Council Member Kelleen L. Potter

APPROVED:

Mayor Alan W. McDonald

ATTEST:

_____ Date: _____

RECORDER

Date of First Publishing: _____

Tab 12

Heber City Council
Meeting date: April 3, 2014
Report by: Anthony L. Kohler

Re: Arbor Day Proclamation

This year the city will be recognized by the Utah State Forester and the Arbor Day Foundation for the fourth consecutive year for the Tree City USA designation. To receive the certification, the city must (1) Appoint a tree board; (2) Adopt a tree ordinance; (3) Spend at least \$2 per capita on community forestry issues; and (4) Observe Arbor Day. The city has done all four of these for 4 consecutive years to receive the certification.

To maintain the Tree City Designation, the State Forester asks the city to adopt a resolution annually designating a specific day as Arbor Day. The last Friday in May is suggested in the draft resolution. Staff would also look for suggestions for the City's Arbor Day Celebration. For 3 of the past 4 years the city has planted trees, and last year the city erected a new Tree City USA Sign in front of the Tabernacle.

**Resolution 2014-03
(Arbor Day Proclamation)**

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of inspiration and enjoyment,

NOW, THEREFORE, the City Council of Heber City, does hereby proclaim the last Friday of May as **Arbor Day** in Heber City, and urges all citizens to celebrate our Arbor Day and to support efforts to protect our trees and forests, and

Further, the City Council urges all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____ in the year _____

Alan W. McDonald, Mayor

Attest:

Michelle Kellogg, City Recorder

DEPARTMENT REPORTS

Tab 13

Heber City Police Department

Memorandum

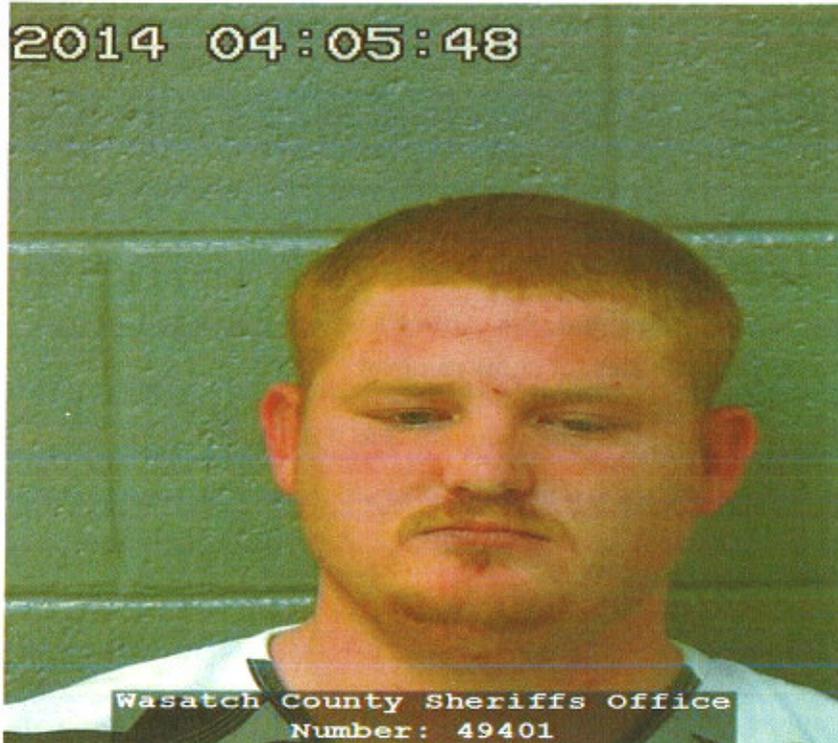
To: Heber City Mayor, Council and Manager
From: Chief Dave Booth
Date: February 12, 2014
Re: Monthly Report-February 2014

Parking Problems: Snow removal was a priority with over six inches of snow received in a short period of time. The roads were icy, snow packed, and slick. Officers issued verbal and written warnings, issued citations, and impounded vehicles for snow removal.

Slogan: Heber City Police Department has adopted a new slogan, "PROTECT WITH COURAGE, SERVE WITH COMPASSION".

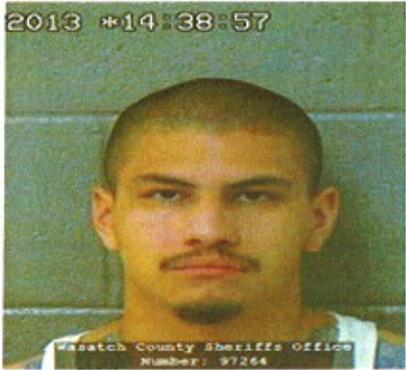


Domestic: Officers responded to a domestic fight in progress. They found two brothers fighting. One brother, Caleb Mecham, was intoxicated and was attempting to take his own life. His brother, Reilly Mecham, was attempting to stop him from harming himself. Caleb was placed under arrest and transported to jail.



****UPDATE**** Yesterday, Francisco Sosa Madrigal Jr. was found guilty in Wasatch County 4th District Court for the Robbery at Subway located at 680 South Main Street. The Robbery happened just before closing on May 5, 2013. He was convicted of 1 count of 2nd degree Robbery, 2 counts of Aggravated Kidnapping, 1 count of 3rd degree Burglary and 1 count of 3rd degree Theft. He will be sentenced at a later date.

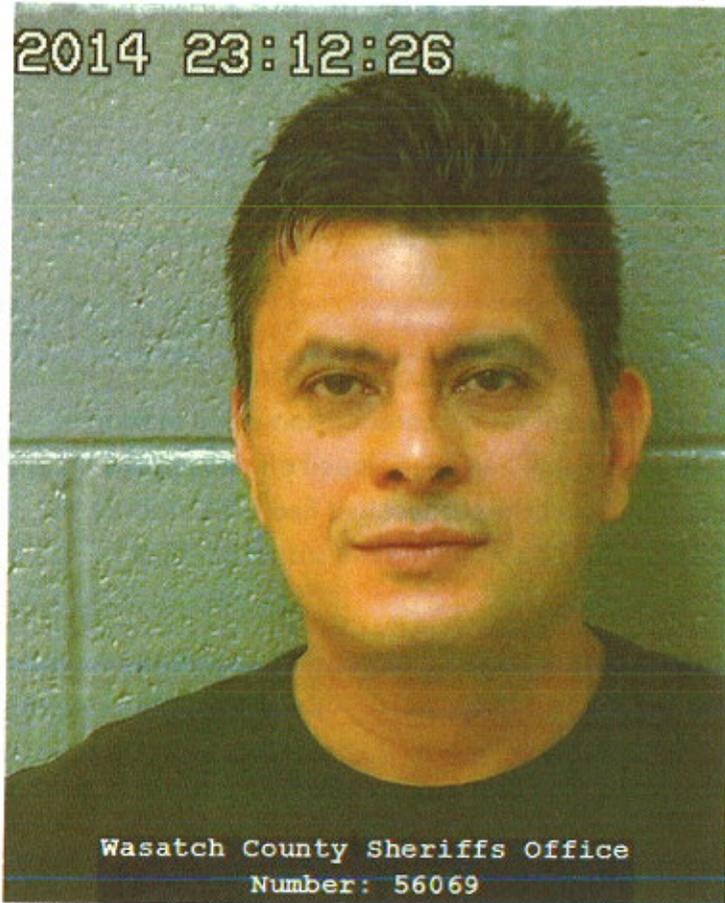
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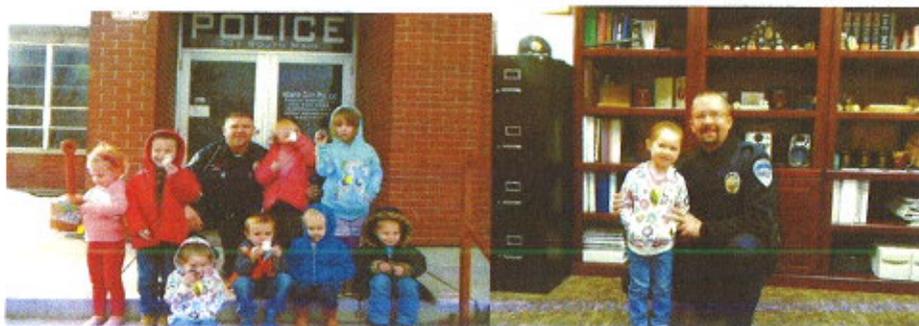
Warrant Service: Officers conducted an extensive search for a suspect with an active statewide warrant of \$50,000.00. After obtaining a search warrant for his parent's home and making several phone calls, Officer Mainord found the individual had been tipped off and left the area. Officer Mainord continued investigating and found that the suspect had fled to St. George. St. George Police Department was notified and was able to apprehend the suspect in their jurisdiction.



Warrant Service: An officer was able to serve a felony warrant on an individual for \$15,000.



School Tour: The Jamie Coomb's Preschool toured the police department.



Illegal Drugs: Officers stopped a vehicle for various equipment violations. Further investigation found the driver, Cheryl Ivie, had an active warrant for her arrest. She was placed under arrest and transported to jail. Once at the jail, drugs were found on her person.



Books and Buddies: On February 11, 2014, JR Smith invited the police department to participate in, "Books and Buddies". Officers read with children before school. After the event was complete, Principal Brown notified Chief Booth that one of the children approached him after the event and explained to him that this was the first time he had a positive encounter with police. The boy stated that any other time he has seen the Police; they were taking his father to jail for abusing his mother.

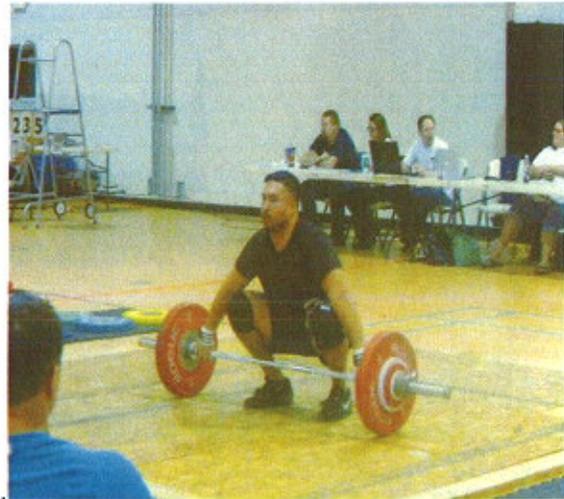


MAYOR'S AWARD: Sgt. Jim Moore & Senior Officer Brandon Shopay were recognized for their quick response and apprehension of a suspect, who attempted to kidnap a store clerk.

Sgt. Jeremy Nelson, Senior Officer Dan Bunnell, Officer Eric Mainord and Officer Ryan DeMille were recognized for their heroic actions while dealing with an armed suspect threatening citizens inside a grocery store. Mayor Alan McDonald and the city council gave appreciation and applauded these officers for going above and beyond the call of duty.



The 4th Annual Hoisting with Heart: On February 22, 2014, The 4th Annual Hoisting with Heart Weight Lifting Tournament was held at the Wasatch County Recreation Center. The event was a fund raiser for the Special Olympics' and was free to the community. Weight lifters from all over the state competed in different weight categories. Sergeant Jim Moore with the Heber City Police Department coordinated the event and raised over \$2,100.00. The Heber City Police Department and the Wasatch County Sheriff's Office Joint Honor Guard presented the flag ceremony and lit the torch.



Both lifters broke the state record.

Awareness: The Wasatch County Health Department brought the Yellow Dot Program to our attention. The Yellow Dot Program is designed to help crash victims, especially seniors, communicate with rescuers during the crucial, "golden hour" the first 60 minutes after a serious crash that can make the difference between life and death.



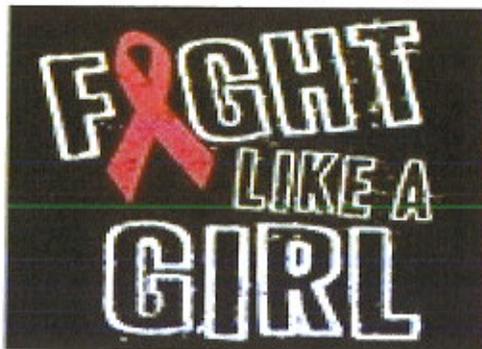
Honor Guard: The Heber City Police Department & Wasatch County Sheriff's Office Joint Honor Guard conducted the flag presentation ceremony at the 2014 Lincoln Day Breakfast at Soldier Hollow. All Wasatch County residents were invited to enjoy a full breakfast buffet and listen to speakers including; Sen. Orrin Hatch, Mia Love, Governor Gary Herbert, Attorney General Sean Reyes, Rep. Jason Chaffetz, and Jonathan Johnson - CEO of Overstock.com at the 2014 Lincoln Day Breakfast.



Impaired Driving Press Conference: Chief Dave Booth spoke about the dangers and consequences of drunk driving. He said the number one reason of the initiative is public safety and to educate the community about why drinking and driving does not mix.



Reserve Officer Bridge: Amy Miner Bridge, Officer Bridge's wife, has been diagnosed with stage II breast cancer. On behalf of the Heber City Police Department we send our deepest love and prayers to the Bridge family.



Total Incident Reports- 654

Part one Crime:

➤ Criminal Homicides	0
➤ Forcible Rape	0
➤ Robbery	0
➤ Burglaries	1
➤ Theft	8
➤ Vehicle Theft	0
➤ Arson	1
➤ Aggravated Assault	0

Assorted Calls for Service:

➤ Agency Assist	14
➤ Alarms	24
➤ Assaults	7
➤ Child Abuse/Neglect	10
➤ Domestic Problems	6
➤ DUI Arrests	7
➤ Lockouts	38
➤ Parking Problems	65
➤ Traffic Accidents	28
➤ Warrant Arrests	32
➤ Traffic Violations	464
➤ 68 Arrests with 139 offenses	

3/4/14
D. Shrew

MONTHLY REPORT - JUSTICE COURTS
HEBER CITY JUSTICE COURT
2014017 - 2014031
Report Period: 02/01/2014 - 02/28/2014 Location #: 2607

Report of: All Judges


Signature of Judge

a. Total Traffic Cases Filed:	143	I. TRAFFIC	lb. Total Traffic Cases Disposed:	168
Charges Filed		CHARGE DISPOSITIONS		
State		Bail Guilty Non-Jury Trial	Jury Trial Dis-	Trans- Warrants
Local		Forf Plea Acquit	Convict Acquit Convict missed	ferred of Arrest
3	Driving Under Influence		2	
	Impaired Driving DUI Reduced	6		
26	Drivers License Violations	2	11	5
96	Moving Violations	59	16	7
59	4 Non-Moving Violations	26	9	29
	Parking Tickets			
	Failure to Appear Informations	1		1

a. Total Misdemeanors/Infractions Filed:	14	II. CRIMINAL MISDEMEANORS AND INFRACTIONS	2b. Total Misdemeanors/Infractions Disposed:	22
3	Assault		1	1
3	Theft		1	1
	Failure To Appear Informations			
2	Public Intoxication		2	
	Illegal Sale-Alcohol			
1	Other Liquor Violations including Open Container		2	
5	Controlled Substance/Narcotics			
	Bad Checks		1	
	Domestic Animal Ordinances		1	3
	Wildlife Resources			

Parks Recreation
 Planning/Zoning/Fire or Health
 Domestic Violence 2
 Other Misdemeanors/Infractions 1 6
 III. FELONIES
 Preliminary Hearings Held: Initial Appearances:
 Dismissed: Bound Over: Transferred:

IV. SMALL CLAIMS
 Cases Filed: 1 Settled / dismissed: 171 Default Judgement: Trials:
 V. APPEALS FILED
 Criminal: Traffic:

VI. REVENUE COLLECTED
 Total 85/90% 35% No
 Collected Surchage

1. Fines and Forfeitures Collected 4,520.62
 1a. Surcharge Collected 11,039.66 8,096.00
 2. Traffic Mitigation (SL Co.) 1,908.51
 3. Fees/Costs/Contempt Fines
 4. Overweight Court Costs
 5. Security Surcharge Collected - 100%
 6. Total Revenue Collected

VII. REVENUE DISBURSED
 7. Fine/State for DWR
 8. Fine/State for Boating Act
 9. Fine/State for Off-hwy Veh
 10. Fine/State for Surcharge 1,908.51
 1. Fine/State for Overweight
 2. Fine/State for Higher Ed
 3a. Security Surcharge to St (80% of \$32)
 County - 62.5%
 Court Security - 25%
 Technology - 12.5%
 3b. \$8 Court Security Account
 14. Fine/LEA for 41-1a-1303(2)
 15. Fine/State for Transportation Fund
 16. Total Disbursed

VIII. REVENUE RETAINED

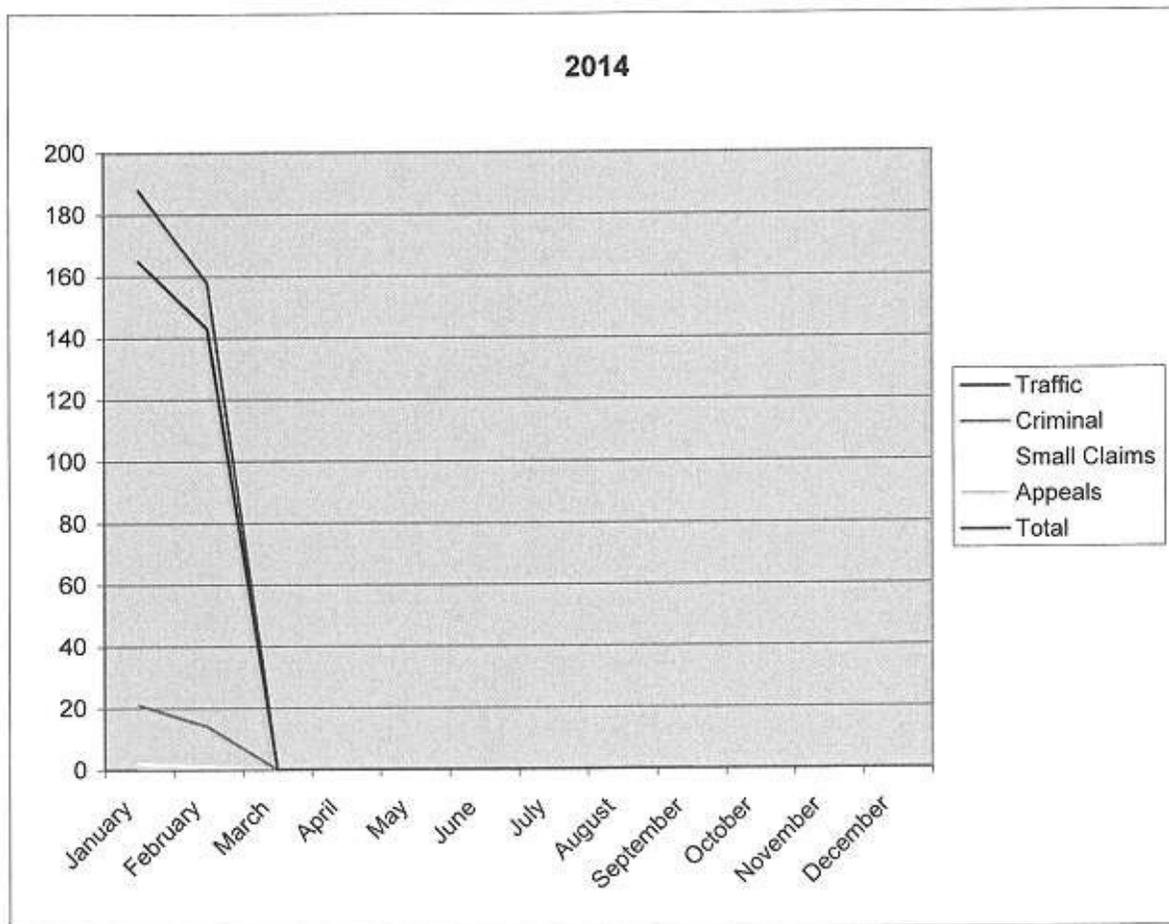
7. Fines & Forfeitures Retained	23,605.28
8. Traffic Mitigation Retained (SL Co)	0.00
9. Fees/Costs/Contempt Fines Retained	5,761.93
10. Security Surcharge (20% of \$32)	796.16
11. Total Revenue Retained	30,163.37

IX. MISCELLANEOUS INFORMATION

Total Criminal and Traffic Cases this time period with:	
Surcharge/Fines paid by Partial Payment	0
Judgment fulfilled by Alternate Order	0
amount this month of:	
Waived Surcharge	803.17
Uncollected Surcharge	1,492.76

	Traffic	Criminal	Small Clair Appeals	Total	
January	165	21	2	0	188
February	143	14	1	0	158
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October					
November					
December					

Total Yr. 346
 Avg. Mo 28.83333



HEBER CITY CORPORATION

STAFF REPORT

MEETING TYPE:	Regular Council Meeting	MEETING DATE:	April 3, 2014
SUBMITTED BY:	Bart L Mumford	FILE NO.:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	CITY ENGINEER MONTHLY REPORT - March 2014		

CIP AND OTHER CITY PROJECTS

Broadhead Tank Roof Repair: Percent Complete: 10%
Gerber Construction completed piping modifications. Roof replacement will begin in April. Booster pump VFD modifications were completed.

Daniels Road Reconstruction - UDOT: Percent Complete: 10%
Civco is finalizing construction drawings. Continued negotiating right-of-way acquisition with 4 property owners. Finalizing construction drawings.

Public Safety/Court Building: Percent Complete: 3%
GSBS finalized programing document and continued schematic design. CIB loan was approved. Awarding CM/GC services contract in April. Council approved revised building site layout on east end of block.

Road Crack Sealing 2013: Percent Complete: 20%
Bonnevillie is crack sealing roads Citywide. Work was halted for winter and will resume in May. Met to discuss peeling issues on some roads.

Subdivision Bond Work: Percent Complete: 5%
Council directed staff to call outstanding subdivision bonds at 2/17/11 Work meeting. Negotiated settlement with HOG subdivision developer to complete remaining improvements and waiting for payment. Working with Gateway 1 property owners on solution to complete the remaining improvements.

Valley Hills Tank Pipeline: Percent Complete: 1%
Horrocks is evaluating the cost effectiveness of installing the master planned Valley Hills Tank water line before beginning design.

CITY PROJECTS UNDER WARRANTY

▫ Sidewalk Improvements - 600 S (200E-270E)	Expires 07/25/14
▫ Water Main - SR113 & PRV:	Expires 08/27/14
▫ Muirfield Park Bridge/Trail:	Expires 08/23/14
▫ Road Improvements - 300 W. (100S to 1000S)	Expires 01/28/15
▫ Sidewalk Replacement - 100 W.	Expires 07/17/15
▫ Water Main Replacement - 300 W CDBG 12:	Expires 07/31/15
▫ Sewer and Water Improvements 2013:	Expires 12/03/15
▫ Main St. Pavers / Util - 200S to 200N:	Expires 12/03/15

*Warranty is extended until outstanding issues/punchlist items are resolved.
- Schedule warranty walk through 3 months prior to expiration date.
- Send Bond Claim letter 1 month prior to expiration date.

ENGINEERING MONTHLY PROJECT BUDGET vs CONTRACTS REPORT

March 2014

PROJECT NAME	CITY BUDGET Approved Amt	CONTRACTS Approved Amt	CHANGE ORDERS Approved Amt	TOTAL	Notes
Broadhead Tank Roof Repair 1. Horrocks Engineers 2. Horrocks Engineers 3. Gerber Construction - CO #1	07/01/13 \$513,000	Prior Year AsNeeded 08/15/13 \$56,000.00 \$439,200.00	12/02/13 \$1,275.84 \$1,275.84	\$496,475.84	- Evaluation & Structural Report (\$8,000) - Design, CM, & Insp - Construction Contract - Second excavation hole needed
Subtotal:		\$495,200.00		\$496,475.84	
Daniels Road Reconstruct / UDOT 1. Civco Engineers - Pre Engr - CO #1 2. Civco Engineers - Const Engr 3. UDOT	07/01/13 \$496,000	06/06/13 \$113,732.28 02/04/14 \$119,968.37 07/25/13 \$10,000.00 \$243,700.65	11/26/13 \$18,389.64		- Design Engr Contract w/UDOT - Additional potholing, 3 Additional right-of-ways - Const Engr Contract w/UDOT - Deposit for Proj Mgr. RoW Acquisition Services
Subtotal:		\$243,700.65	\$18,389.64	\$262,090.29	
Majestic Mtn - Bond Work 1. Horrocks Engineers 2. ACME Construction - CO #1 - CO #2 - CO #3 - CO #4 3. Blake Allen Fire Hydrant Relocate 4. Heber City 5. Heber City 6. Wheeler Park 7. Summit Engineering	09/30/12 \$262,784	AsNeeded 09/20/12 \$13,522.00 \$173,148.75 10/02/12 \$1,350.00 Pending \$34,990.00 Pending \$19,577.00 Pending \$9,846.00 08/27/13 \$420.00 \$252,853.75	10/30/12 \$3,380.00 12/03/12 \$0.00 06/10/12 \$2,391.75 06/10/12 \$5,191.88		- Bid doc prep / Inspection - Construction Contract - Replace Curb box, ball valve, & washers - Extend schedule to complete by 5/1/13 - Sink hole repair/add trail sub-base material - Light Conduit/Wire Conn (1/2 Reimb) - Reimbursed for relocating misconstructed FH - Lots 23&24 Util Escrow - Temp CulDeSac Escrow (\$12,790-), LotA ImpFees (\$6,787+) - 16" Water Reimbursement - Record Dwgs
Subtotal:		\$252,853.75	\$10,963.63	\$263,817.38	
Public Safety/Court Building 1. GSBS 2. Hogan	07/01/13 \$400,000	11/07/13 \$460,000.00 Pending \$400,000.00 \$860,000.00			- Architect fee (\$31.5k+1%+3.4%+1.6%) est if \$7.2M Const - CM/GC fee (\$15k+2.5%+3.3%) est if \$6.6M Const
Subtotal:		\$860,000.00	\$0.00	\$860,000.00	
Road Crack Sealing 1. Bonneville 2. Horrocks Engineers	07/01/13 \$250,000	08/01/13 \$162,100.00 AsNeeded \$25,000.00 \$187,100.00			- Design, CM, & Insp
Subtotal:		\$187,100.00	\$0.00	\$187,100.00	
Valley Hills Tank Pipeline 1. Horrocks Engineers	07/01/13 \$258,000	Pending \$7,000.00 \$7,000.00			- Pipeline feasibility study
Subtotal:		\$7,000.00	\$0.00	\$7,000.00	

DEVELOPER CONSTRUCTION PROJECTS

RESIDENTIAL

Center Creek Estates Plat A (1200 S. 1200 E.): 32 lot subdivision approved 09/18/08. Extended plat approval expired 09/18/10.

Cottages at Valley Station Ph1 (300 W. 1100 S.): 8 lot subdivision approved 02/20/14. Plat recorded 03/21/14. Construction is 50% complete. Held preconstruction meeting.

Davis Lot Split (485 S 100 E): 3 lot subdivision approved 07/19/07. Plat recorded 04/08/08. Construction is 0% complete. Council approved deed restricting curb, gutter, and sidewalk which recorded on 4/21/09.

Findarle Lot Split (131 S 200 W.): 2 lot subdivision approved 01/04/07. Construction is 20% complete. Need to install services and sidewalk.

Haack Subdivision (850 E. Center): 1 lot subdivision approved 11/21/13. Waiting for documents to record plat. Recordation on hold until sewer or Health Dept. approves septic tank or sewer is extended by Broadhead Estates 2.

Heber Homes 6 - Clyde Lot Split (494 E. Center): 2 lot subdivision approved May 2, 2013. Construction is 0% complete. Waiting for agreements to record plat.

Heber Homes 7 (211 S. 200 W.): 3 lot subdivision approved 07/18/13. Plat recorded 10/09/13.

Heber Meadows - Ph2 (2600 S. 1200 E.): 23 lot subdivision approved 10/04/07. Phase 2 construction was partially completed with Phase 1, however, revised plat for Phase 2 was never recorded and approval has expired.

King - Plat A (200 S. 550 E.): 2 lot subdivision approved 09/06/07. Plat recorded 12/19/07. Construction is 70% Complete. Council approved amended plat and construction drawing 10/15/09. Amended plat recorded 09/11/11. Currently working on improvements concurrent with new home.

King - Plat B (250 S. 500 E.): 2 lot subdivision approved 09/06/07. Plat recorded 05/08/08. Construction is complete for Lot 1. Lot 2 irrigation and water service need to be completed.

Meadows at Southfield (500 S. 1200 W.): 46 lot subdivision. New plat approved 10/01/09. Plat approval expired 10/01/10. Developers plat extension request has not yet been approved by Council. Council approved lot line adjustment on these parcels on 4/18/13. Construction is 0% complete.

Mill Road Estates 4 (Mill Road and 400 S.): 32 lot subdivision. Subdivision phasing was approved 08/21/08. Extended plat approval expired 08/21/10; was resubmitted, approved, and again expired 5/26/12. Construction is 0% complete.

Millers Small Subdivision (100 W. 400 N.) 2 lot subdivision approved 02/06/14. Waiting for agreements to record plat.

Mountain Meadows 2 (E. Airport Rd. 111 E.): 2 lot subdivision approved 10/18/07. Plat recorded 04/24/08. Construction is 0% complete. Coordinated with developer. Need to install irrigation, water and sewer services to 2nd lot.

Muir Lot Split (188 E. 500 S.): 2 lot subdivision approved 07/18/13. Waiting for agreements to record plat.

Noble Vista (770 S. 1200 E.): 23 lot subdivision. Plat recorded 11/13/07. Construction is 90% complete. Subdivision has been taken over by new owner. New bond will be requested prior to restarting. Mill Road improvements are 100% complete and started warranty on 10/06/09. Chris Goode received occupancy for home on Lot 23 after subdivision was granted partial acceptance. .

Ranch Landing Cottages Plat A (980 S. 500 E.): 18 lot subdivision. City council approved 03/06/14. Waiting for agreements to record plat.

Red Ledges - Ph1G (1820 E. Center): 3 lot subdivision approved 4/05/12. Plat was recorded 08/10/12. No additional public improvements were required for this subdivision and it will be closed out.

Red Ledges - Ph1H (Flat Top Mountain Drive): 5 lot subdivision approved 05/03/12. Plat was recorded 08/03/12. Construction is 0% complete. Work will begin Spring 2014.

Red Ledges - Ph1J (Flat Top Mountain Drive): 2 lot subdivision approved 06/21/12. Plat was recorded 08/10/12. Construction is 50% complete. Will finish Spring 2014 along with 1K.

Red Ledges - Ph1K (Explorer Peak Dr.): 12 lot subdivision approved 01/17/13. Plat was recorded 03/15/13. Lot 405 was amended and combined with 406. Inspection deposit is needed. Construction is 0% complete. Work will begin Spring 2014 with 1J.

Red Ledges - Ph1L (Copper Belt Dr.): 14 lot subdivision approved 01/17/13. Plat was recorded 03/15/13. Inspection deposit is needed. Construction is 0% complete. Work will begin Spring 2014.

Red Ledges - Ph1M (Red Knob Way): 12 lot subdivision approved 03/21/13. Plat was recorded 03/26/13. No additional public improvements were required for this subdivision and it will be closed out.

Red Ledges - Ph1N (Explorer Peak Dr.): 9 lot subdivision approved 10/03/13. Plat recorded 10/15/13. Construction is 0% complete.

Red Ledges - Ph1P (Copper Belt Dr.): 26 lot subdivision approved 12/5/13. Plat recorded 3/3/14.

Red Ledges - Ph1Q (Red Knob Way): 22 lot subdivision approved 03/06/14. Waiting for agreements to record plat.

Red Ledges - Ph1R (Explorer Peak Dr.): 38 lot subdivision approved 1/2/14. Waiting for agreements to record plat.

Red Ledges - Ph2D (Red Ledges Blvd): 9 lot subdivision approved 10/5/13. Construction is 99% complete. Plat recorded 11/13.

Red Ledges - Ph2E (Juniper Hills): 8 lot subdivision approved 02/06/14. Plat recorded 03/13/14.

Shermans Landing (650 S. 1200 W.): 35 lot subdivision approved 10/04/07. Council extended the plat recordation but it expired on 10/04/09. Developer is in the process of revising plans for new affordable housing ordinance and will then resubmit for approval of new plat. Council approved replacing the sewer pump station that would service this subdivision with a gravity sewer through Giles' property or the bypass if easement can be obtained. Canal irrigation line is complete. Subdivision plans will be modified to serve annexations to the North. Construction is 0% complete.

Stone Creek 1 (800 N. 1300 E.): 125 lot subdivision approved 12/06/07. Extended plat approval expired 12/06/09. Developer resubmitted project for new Phase 1 approval to Planning Comm. Construction is 2% complete.

Swift Creek 1 (820 E. 1040 S.): 4 lot subdivision approved 03/06/14. Waiting for subdivision agreement, water shares and reimbursement to record plat.

Swift Creek 2 (820 E. Old Mill Dr.): 12 lot subdivision approved 03/06/14. Waiting for agreements and drawings to record plat.

Swift Creek 3 (960 E. Old Mill Dr.): 11 lot subdivision approved 03/06/14. Waiting for agreements and drawings to record plat.

NON-RESIDENTIAL

Gateway 1 (1200 S. Main): 8 Lot Commercial subdivision. Construction is 90% complete. County will transfer easement for 16" waterline running through the subdivision once they are reimbursed for Highway 40 sidewalk. Need to complete storm water box. Wells Fargo has taken over 4 of the unsold lots. Surety denied City's claim. Continued working with Wells Fargo and other lot owners to see if we can jointly complete subdivision improvements.

High School (800 S. 500 E.): Construction is 100% complete on road, water, sewer, and storm water improvements surrounding new facility. Impact fees, water rights, and record drawings have been tentatively agreed to. Discussions continue on bringing closure to the canal grate cleaning. Impact fees are still outstanding on Heber Valley Elementary.

HOG Business Park (1600 S. Daniel Rd.): 4 lot commercial subdivision. Construction is 85% complete. Developer lost property, however, City has reached a settlement with Developer. Upon receiving settlement money City will finish remaining work.

Jazabra Commercial Garage (2126 S. Daniel Rd.): Commercial Lot improvement. Construction is 90% complete.

McDonald's Rebuild (610 S Main : Commercial rebuild. Construction is 5% complete.

Ranch Landing Plat B Assisted Living (500 E. 1200 S.): Commercial lot improvement approved 12/06/12. Construction is 50% complete. Road improvements will wait until spring.

Tractor Supply Company (400 E. 1200 S.): Commercial Lot improvement. Planning Commission approved 03/13/14. Construction is 0% complete.

Zions Bank (20 N. Main): Commercial building approved 09/13/12. Construction is 80% complete. Working on building improvements.

DEVELOPMENTS UNDER WARRANTY

▫ *Silver Ridge (500 E.309 S.) (Punchlist)	Expires 06/25/11
▫ *Red Ledges - Ph1B Cabins (2000 E. Ctr)	Expires 09/20/12
▫ *Red Ledges - Ph2 (2500 E. Ctr)	Expires 09/20/12
▫ *Miller (300 S. 100 W.)	Expires 06/02/13
▫ *Nordgran (94 N. 500 E.)	Expires 08/22/13
▫ *Elmbridge (705 N 100 W) (Slurry Seal)	Expires 09/20/13
▫ **Birmingham Commercial (100 S. 801 W.)	Expires 12/07/13
▫ Red Ledges - Ph1E (Abajo Peak Way)	Expires 05/30/14
▫ AutoZone (805 S. Main):	Expires 08/07/14
▫ Wasatch Orthodontics (493 S. Main)	Expires 09/05/14
▫ Red Ledges - Ph2B (607 N. Haystack Mtn Dr.)	Expires 11/02/14
▫ Millstream RV Park (2120 S Hwy 40 Offsite)	Expires 01/14/15
▫ Majestic Mountain (1040 S. 1200 E.)	Expires 07/29/15
▫ Millstream RV Park (2120 S Hwy 40 Onsite)	Expires 01/03/15
▫ Red Ledges - Ph2A (2400 E. Lake Creek Road)	Expires 12/24/15

- *Warranty is extended until outstanding issues are resolved.
- **Reduced warranty period to one year.
- Schedule warranty walk through 3 months prior to expiration date.
- Send Bond Claim letter 1 month prior to expiration date.

OTHER HIGHLIGHTS

Training:

Department Challenges / Issues:

- Developing data and a replacement plan for existing facilities
- Preparing for MS4 rules and storm water management plan
- Assessing additional flood control needs
- Keeping up with development
- Being actively involved in Wasatch/Timp Irrigation matters
- Public Works FOG and Backflow programs
- Identifying discrepancies in water production/usage readings
- Identifying cause of sewer flow reductions at HVSSD
- Continuing progress on By-pass corridor preservation