





**ALPINE CITY COUNCIL MINUTES**

**August 5, 2025**

Mayor Carla Merrill called the meeting to order at 12:07 pm.

**I. CALL MEETING TO ORDER**

**A. Roll Call** Mayor Carla Merrill

The following were present at the anchor location: Chrissy Hannemann and Jessica Smuin. Kelli Law attended by Zoom, which constituted a quorum.

Staff: Shane Sorensen, Ryan Robinson, Steve Doxey, Chief Brian Patten, DeAnn Parry

Others: Andrew Young, Steve Burrows, Danielle Talbot Wilkinson, Chad Jones, Brandon Gray

**B. Prayer** Jessica Smuin

**C. Pledge** Chrissy Hannemann

Mayor Carla Merrill explained that we have some city projects that need to begin as soon as possible, so we have six items for approval on the agenda. She asked if council members had any questions about the Consent Calendar.

Jessica Smuin asked if the fire station concept plan had changed.

Shane Sorensen said that the packet included the plan we have to this point. Staff will bring a final plan to the City Council before construction begins. Today is not a concept approval, just the beginning of the process to create the plan.

Mayor Carla Merrill commented that Item E will approve the management of the fire station project.

Shane Sorensen said that Chad Jones and Brandon Gray are attending from Navigate. Because the city does not often construct buildings, this company has the expertise to provide what the city lacks.

Kelli Law asked for a brief summary of other projects Navigate has managed, and if the city had spoken with their references.

Shane Sorensen said that staff are comfortable with Navigate's experience and expertise.

Mayor Carla Merrill said that Navigate is currently managing the construction of Lehi City's new City Hall.

Chad Jones, representing Navigate, was invited to the microphone.

Chad said that they function as project managers, construction managers, and as an extension of city staff. They enjoy working on municipal projects and recently managed the construction of the Salem fire station and EMS building. The project was completed a month early and came in \$800,000 under budget. As was mentioned by the mayor, they are currently working on the new Lehi City Hall and previously managed the Lehi Public Safety building. They have also supervised the construction of health care facilities and affordable housing projects. They manage a project from start to finish, including the occupancy and warranty periods.

Chrissy Hannemann said that Page 3 presents the three roles: owner, architect (Babcock), and contractor. Navigate will help the three entities build the fire station for us. She was impressed with Page 7 which spoke about community involvement.

Shane Sorensen said that Navigate will provide reports to the council as requested.



1 **II. CONSENT CALENDAR**

2 **A. Approval of Minutes for the June 8 City Council meeting**

3  
4 **B. Award Bid – Fairview Circle Storm Drain Project, SMM Excavation: \$116,972.50**

5 The city recently received bids for the Fairview Circle Storm Drain Project. It is  
6 located at the intersection of Fairview Circle and International Way. This project will  
7 replace a deep cross gutter with a piped storm drain system that will connect to an  
8 existing storm drain in the area. City Engineer, Jason Judd, has prepared a memo  
9 with a recommendation for the award and a bids tab. This project will be completed with the intent to  
10 repave the street in 2026. The FY2026 approved budget includes funds for  
11 storm drain projects, paid from the storm drain fund.

12  
13 **C. Award Bid – 2025 Overlay Project**

14 The city opened bids late yesterday (Monday) for our annual overlay project. Eight contractors submitted  
15 bids, which is the most bids we have ever received. Six of the eight contractors have been awarded our  
16 overlay contract over the last several years and we have worked with one other contractor on a smaller  
17 project. The lowest responsive bid was provided by Granite Construction. The last time they had an overlay  
18 contract with the city was in 2016, and they performed well on the project. Their bid for this project was  
19 \$1,215,409.50, which is less than our engineer's estimate of \$1,292,065.00. The award recommendation  
20 memo and bid tab were emailed to the City Council this morning.

21  
22 **D. Award Bid – Manhole/Valve Adjustments for 2025 Overlay Project, Aarrow Landscape  
23 Construction LLC: \$178,000**

24 As part of our annual overlay project, the streets will be profile-milled from curb-to-curb  
25 to remove a portion of the old asphalt prior to constructing a new 2-inch asphalt overlay. Before milling  
26 the streets, all manholes and valves are required to be lowered to allow the mill to pass over the top. After  
27 the overlay is complete, the contractor will return and raise the manholes and valves to grade and pour a  
28 concrete access ring around them.

29  
30 Typically, this work is included in the overlay bid. This year we made the decision to bid  
31 the manhole portion of the project separately to save the markup charged by paving contractors. Invitations  
32 were extended to all contractors we identified who do this type of work.

33  
34 A couple of contractors did not provide a bid due to their current contract commitments and schedule. The  
35 lowest responsive bid was submitted by Aarrow Landscape Construction for \$178,000. The bid tab was  
36 included in the packet and includes addressing 110 manholes and 85 valves within the project area.

37  
38 Funds were included in the FY2026 budget for street maintenance, mainly from Class C  
39 road funds along with water, pressurized irrigation, and sewer funds. The City Council recently approved  
40 an interlocal agreement with Utah County to receive an additional \$1M in funds for street maintenance.  
41 This portion of the project will be funded with these sources.

42  
43 **E. Approval of Contract with Navigate to Provide Construction Management Services for the Fire  
44 Station**

45 City staff were introduced to a company called Navigate during a recent field trip to the  
46 new City Hall in Lehi. This firm essentially acts as the project/construction manager for building  
47 construction and as an extension of staff. Their scope of work begins with preparing and issuing an RFP,  
48 assisting the city in selecting a Construction Manager General Contractor (CM/GC) for a project, and  
49 continues through every phase of design and construction.

50  
51 On large or complex engineering projects, the city typically hires the engineer on the project to completely  
52 manage and oversee the project or to assist in areas that city staff might fall short, either from a manpower  
53 or a project knowledge perspective. For example, Horrocks Engineers has been the construction manager  
54 on several well houses, filter buildings, pipeline projects, the PI meter project, and some road projects for  
55 the city.



The usual fee estimate for this service is about six percent. The typical fee for Navigate is between three and five percent. The initial proposal from Navigate was for 3.5 percent, or about \$175,000. We were able to work with them to refine the scope of work and lower the proposed fee to 3 percent, or \$150,000. The packet contained a copy of their proposal and agreement. The agreement has been reviewed by Attorney Steve Doxey and some adjustments have been made.

City staff recommend that we hire Navigate to handle the day-to-day management of the fire station addition and remodel project. This would allow city staff to focus on moving other projects forward where we have more expertise.

**F. Approval of Revised RFP for CM/GC Services – Alpine Fire Station Addition/Remodel**

The City Council previously approved a Request for Proposals (RFP) for Construction Manager/General Contractor (CMGC) services. We asked Chad Jones with Navigate to review the RFP and recommend any changes, since this is typically within their scope. After review, Navigate recommended some amendments to improve the RFP.

We have incorporated those suggestions into the RFP and are recommending it for approval. Once approved, the RFP will be advertised, and proposals will be received. We have been in contact with the project architect and he is ready to begin working with the CM/GC that is selected to move the fire station project forward.

**Motion:** Jessica Smuin moved to approve the Consent Calendar as proposed. Chrissy Hannemann seconded the motion. There were 3 yes votes and 0 no votes, as recorded below. The motion passed.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Chrissy Hannemann		
Kelli Law		
Jessica Smuin		

**III. PUBLIC COMMENT**

**Steve Burrows** – Meadowlark Drive, Alpine

*Steve said he has lived in Alpine for 16 years and he wants to advocate for pressurized irrigation (PI) water solutions. A drought is upon us, and there will always be more droughts. Steve studied the 2021 Water Management Plan and reviewed the update that Shane Sorensen gave in a recent City Council meeting. Steve strongly supports the actions that are being suggested.*

*Improvements will cost money and may require bonding and/or rate increases. He is personally concerned that a drought situation will become normal, and he commented on how many texts he has received this summer from the city to adjust his watering schedule. The efforts the city expends may not benefit us for several years, but he supports the installation of larger capacity pipes in Canyon Crest Road, the installation of new pumps, and drilling a new well for PI. Steve is not sure why the new well has not yet moved forward but hopes that the City Council and staff can work together so the well becomes a reality. It will provide security in dry years.*

**IV. REPORTS & PRESENTATIONS**

Shane Sorensen introduced Jason Judd, who has been our new City Engineer for about three months. We are very happy to have him on staff. There are many projects moving forward and Shane appreciates the council holding this meeting so we can get the street projects completed this month.

Shane mentioned one concern with the city open space cleanup is that we do not want to start an accidental fire with city equipment. He has instructed the staff to take water with them to extinguish any flares. Workers are trying to get all the open space areas mowed back 10 feet from the sidewalk. Next year they would like to begin earlier in the season when the fire danger is lower.



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**V. STAFF REPORTS**

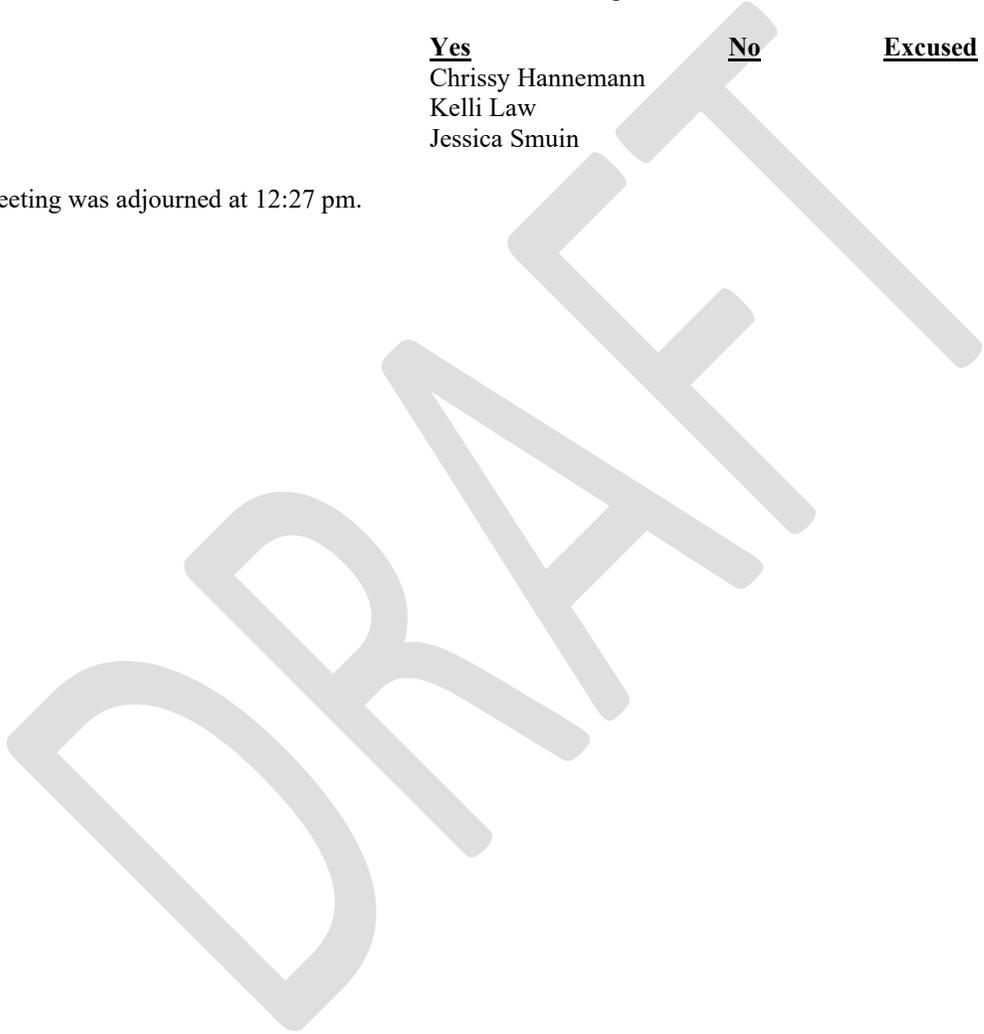
Chief Brian Patten said that fire restrictions are in place and there should be no open fires in the city. Gas fire pits are okay to use. The Chief encouraged residents that if they see smoke, call immediately.

Mayor Carla Merrill said she appreciated all the volunteers who helped at the Firemen’s BBQ and thought the activity was fun and well attended.

**Motion:** Chrissy Hannemann moved to adjourn the meeting. Jessica Smuin seconded the motion. There were 3 yes votes and 0 no votes, as recorded below. The motion passed.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Chrissy Hannemann		
Kelli Law		
Jessica Smuin		

The meeting was adjourned at 12:27 pm.



## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Approval to Declare Equipment as Surplus**

**FOR CONSIDERATION ON: August 26, 2025**

**PETITIONER: City Staff**

**ACTION REQUESTED BY PETITIONER: Declare equipment as surplus.**

### **BACKGROUND INFORMATION:**

City staff is proposing to have the City Council declare the following equipment as surplus so it can be sold on Public Surplus:

- 2006 Grasshopper 722D
- \_\_\_ Grasshopper 722D
- John Deere Z930M
- Bobcat mower
- Event stage

### **STAFF RECOMMENDATION:**

As part of the consent calendar, declare the items listed as surplus so they can be sold on public surplus.

ALPINE CITY

RESOLUTION NO. R2025-19

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH HIGHLAND CITY FOR THE 4800 WEST/CANYON CREST ROAD IMPROVEMENTS

WHEREAS, pursuant to the Utah Interlocal Cooperation Act (the "Act"), Utah Code section 11-13-101, et seq., any two or more public agencies as defined under the Act may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the cities of Alpine and Highland applied for and were awarded a grant through the Mountainland Association of Governments for a joint project to construct improvements to 4800 West/Canyon Crest Road; and

WHEREAS, the City Council Highland City, Utah has determined that it is in the public interest and welfare of the residents of Highland that Highland City engage in a cooperative effort with Alpine City for the improvement of 4800 West/Canyon Crest Road in Highland and Alpine, Utah; and

WHEREAS, an Interlocal Cooperation Agreement in the form of the attached Exhibit A has been prepared for approval and execution by and between all parties;

WHEREAS, the City Council finds it is in the best interest of the City and the general health, safety, and welfare of its residents to enter into the Interlocal Agreement with Highland City for the 4800 West/Canyon Crest Road Project in accordance with the Interlocal Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Alpine City that the Interlocal Agreement with Highland City for the 4800 West/Canyon Crest Road Improvements (Exhibit A) is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Interlocal Agreement on behalf of the City.

PASSED AND APPROVED this 26th day of August, 2025.

By: \_\_\_\_\_  
Carla Merrill, Mayor

[SEAL]

VOTING:

Jason Thelin      Yea \_\_\_ Nay \_\_\_ Absent \_\_\_  
Jessica Smuin      Yea \_\_\_ Nay \_\_\_ Absent \_\_\_  
Kelli Law      Yea \_\_\_ Nay \_\_\_ Absent \_\_\_  
Chrissy Hannemann Yea \_\_\_ Nay \_\_\_ Absent \_\_\_  
Brent Rummler      Yea \_\_\_ Nay \_\_\_ Absent \_\_\_

ATTEST:

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DeAnn Parry, *City Recorder*

**DEPOSITED** in the office of the City Recorder this August 26, 2025.  
**RECORDED** August 26, 2025.

**EXHIBIT A**

***Interlocal Cooperation Agreement between Highland City and Alpine City  
Related to the 4800 West/Canyon Crest Road Improvements***

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HIGHLAND CITY AND ALPINE CITY RELATED TO THE 4800 WEST/CANYON CREST ROAD IMPROVEMENTS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (“Agreement”) made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **HIGHLAND CITY**, a political subdivision of the State of Utah (“Highland”), and **ALPINE CITY**, a political subdivision of the State of Utah, (“Alpine”) (each, a “Party,” and collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to the Act, the Parties desire to work together through joint and cooperative action that will benefit the residents of **Highland** and **Alpine**; and

**WHEREAS**, the Parties to this Agreement are public agencies as defined in the Act;

**NOW, THEREFORE**, the Parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

**SECTION 1. EFFECTIVE DATE; DURATION**

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by resolution of the governing bodies of each of the Parties to this Agreement. The term of this Agreement shall be from the effective date hereof until terminated, but no longer than 10 years from the effective date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility by the attorneys for each of the Parties to this Agreement. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the Parties hereto.

**SECTION 2. PURPOSES**

This Agreement has been established and entered into between Highland and Alpine for the construction of a roadway project known as the 4800 WEST/CANYON CREST ROAD WIDENING IMPROVEMENTS (“Project”), which Project consists of improvements to 4800 West Street/Canyon Crest Road from SR 92 (Timpanogos Highway) on the South to SR 74 (Alpine Highway) on the North to two travel lanes with a continuous center turn lane, shoulders, sidewalk, asphalt trail, curb and gutter, and appurtenant items.

“Project Additions, as that term is used herein, shall be defined as any improvement not included or incidental to the Project improvements listed above. Project Additions shall not be approved,

designed, or constructed unless the Parties mutually agree in writing that Project funding is sufficient to cover the additional improvements or the Party in whose jurisdiction the Project Addition is or will be located pays for such Project Addition. Examples of potential Project Additions include but are not limited to the installation, modification, relocation, and betterment of conduit, utilities (other than power lines), landscaping, sidewalks, parkstrips, street lights, signage, fencing, etc.

### SECTION 3. ADMINISTRATION OF AGREEMENT

The Parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree to keep all books and records related to the Project for the period of time required by the Utah Division of Archives and Record Service following the completion of the Project and further agree that said books and records shall be open for examination by the Parties hereto at all reasonable times.

### SECTION 4. PARTIES' RESPONSIBILITIES

Highland and Alpine hereby agree that the following enumerates the anticipated responsibilities both Parties shall incur during the administration of the Project. Unless otherwise noted, the following items shall be completed in a collaborative manner with neither Party being solely responsible.

1. **Project Initiation.** Highland and Alpine intend to hire a "Project Engineer" from the prequalified UDOT pool, from the prequalified pool of either City, or a mutually agreed-upon engineer. The Project Engineer will be responsible to prepare conceptual right-of-way design plans and environment plans for review and approval. These conceptual plans will be prepared based upon the evaluation of the Project scope presented as part of the Project Prioritization Concept Report submitted to the Metropolitan Planning Organization (MPO) as part of the Project funding, along with design-related guidance provided by Highland and Alpine, Utah County, and the MPO.
2. **Project Development.** Based upon the conceptual design and plans prepared during the Project Initiation phase, Highland and Alpine, and the designated consulting firms, will design and prepare the necessary Project plans and construction documents, bid out the Project, and manage the construction of the Project.
3. **Design.** The design and construction standards for the Project will be split into two sections. Improvements constructed north of the Highland-Alpine boundary will be designed and constructed to meet or exceed current Alpine City Standards and Specifications, whereas improvements constructed south of the Highland-Alpine city boundary will be designed and constructed to meet or exceed current Highland City Design Standards and Public Improvement Specifications. Notwithstanding, the design and construction of the Approved Project will also need to meet or exceed AASHTO standards, unless the Parties mutually agree otherwise in writing. Once the Project design is complete,

Highland and Alpine shall review the final design with the MPO Program Manager. The Project shall not be bid out until all Parties and the MPO agree that the Project is ready for the construction phase.

4. **Permits.** Highland and Alpine (in conjunction with the Project Engineer) will acquire the appropriate clearances and permits through the design process (UDOT approval, Endangered Species Act, Clean Water Act, Division of Forestry Fire and State Lands, etc.). Each Party shall be primarily responsible for acquiring necessary clearances and permits for the portion of the Project within the respective Party's jurisdiction.
5. **ROW Acquisition.** Highland and Alpine intend to hire a ROW agent who will be responsible to acquire any necessary ROW in adherence to the Party's established ROW acquisition process. ROW acquisition north of the Highland-Alpine city boundary shall be the responsibility of Alpine, while ROW acquisition south of the Highland-Alpine city boundary shall be the responsibility of Highland. Parties may choose to hire the same ROW agent for both municipalities or may choose to hire separate ROW agents. Nothing herein shall make a Party liable or otherwise financially responsible for costs associated with the acquisition of ROW outside of the Party's jurisdiction. Acquired ROW shall be owned by the Party in whose jurisdiction the property is located.
6. **Procurement.** Advertising of the Project will follow Highland's and Alpine's established procurement policies as well as all state law requirements in Utah Code § 11-39-101 et seq. All construction bids will include at least a 10% construction contingency. In the event of a conflict, the Parties shall meet to discuss a resolution that will, to the maximum extent possible, meet the procurement policies of each entity and state law. Highland and Alpine will mutually issue a notice of award and shall provide a copy of the notice of award to the MPO/Utah County.
7. **Construction Process.** Highland and Alpine intend to hire a Construction Manager/Engineer who will be responsible for daily inspections as well as managing the construction of the Project and the contractor. Each Party shall be primarily responsible and entitled to supervise and coordinate with the Construction Manager/Engineer in connection with the portion of the Project within the respective Party's jurisdiction. The Parties agree to notify each other during construction of any changes that affect the scope or cost of the Project.
8. **Project Completion.** Highland and Alpine will collaborate on the final inspection of the completed Project, provided that each Party shall retain final decision-making authority to inspect and accept Project improvements for the portion of the Project located within the respective Party's jurisdiction, unless otherwise agreed to in writing.
9. **Responsibility of Payment for direct costs, and reimbursement to Local Jurisdiction for Approved Project Costs.** The Parties agree that Highland shall enter into an agreement with MPO/Utah County and be responsible for payment of invoices and for requesting reimbursement for said payments from MPO/Utah County. Parties also agree that Highland shall enter into professional service agreements with all consulting firms including the

Project Engineer, ROW acquisition agent (if the Parties use the same ROW acquisition agent, otherwise each Party shall have a separate professional service agreement), and the Construction Manager/Engineer and be responsible for payment of invoices and for requesting reimbursement for said payments to consultants from Alpine. Both Highland and Alpine acknowledge that the Project has been recommended by the Mountainland Metropolitan Planning Organization Regional Planning Committee to be funded at an amount not to exceed \$ 5,461,250.

- a. Highland and Alpine shall contribute to the 6.77% match for the funding of this Project, pro-rated based on the respective cost of the Project in each city.
  - b. Project Additions not approved for Project funding or included within the Project scope, that are north of the Highland-Alpine city limit line shall be the sole responsibility of Alpine.
  - c. Project Additions not approved for Project funding or included within the Project scope, that are south of the Highland-Alpine city limit line shall be the sole responsibility of Highland.
  - d. Invoices from Project Additions that are the responsibility of Highland shall be paid directly by Highland. Invoices from Project Additions that are the responsibility of Alpine shall first be paid from Alpine to Highland with Highland making payment for the said invoice after Highland receives the payment from Alpine.
  - e. Any surplus MPO/Utah County funds remaining after the completion of the Project and completion of any Project Additions approved for Project funding or included within the Project scope, will be returned to MPO/Utah County to be reallocated to other projects selected through the MPO project selection process. Any other surplus funds shall be returned to Highland and Alpine with funds being returned to the jurisdiction from which they originated. Funds whose origin cannot be identified shall be split equally between Highland and Alpine.
10. **Ownership and Maintenance of Highway.** Highland and Alpine shall separately own and be responsible for maintenance, repair, and replacement of the portion of the completed Project and any associated public improvement, facility, or ROW located within their respective jurisdictions. All other property, real or personal, shall remain under the ownership and control of the Party that previously owned, acquired, and/or controlled such property.
11. **Inspection.** Parties, and their assignees and designees have the right to enter upon all Project improvements and associated public property to inspect the same and to verify compliance with this Agreement.
12. **Fiscal Procedures.** Each Party shall be separately responsible for the financing and budgeting of their respective obligations under this Agreement according to the Parties' respective policies and budgetary practices and procedures.

## **SECTION 5. DISPUTE RESOLUTION.**

In the event of a dispute as to the interpretation or application of this Agreement, the Parties shall first meet to discuss the dispute with the Project Engineer and/or Construction Manager/Engineer present as necessary. If the Parties cannot resolve the dispute, the MPO Program Manager shall resolve the dispute after receiving written comments from each of the Parties. The MPO Program Manager shall issue a written decision within 10 days of receiving written comments from the Parties. If either Party believes the MPO Program Manager's decision was arbitrary, capricious, or illegal, either party may—within 30 days of the written decision—request binding arbitration. If the MPO Program Manager refuses to resolve the dispute or fails to issue a written decision, either Party may—within 30 days of the MPO Program Manager's refusal or the deadline for the MPO Program Manager's written decision—request binding arbitration. The Parties shall mutually choose an arbitrator. The arbitrator's decision shall be final and neither Party may appeal the decision.

## **SECTION 6. METHOD OF TERMINATION**

This Agreement will automatically terminate at the end of its term, pursuant to the provisions of Section 1 of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any Party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other Parties. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein. If construction of the Project has begun, such financial obligations shall include any incremental or additional costs reasonably incurred by the non-terminating Party to complete or safely abandon, as elected by the non-terminating Party, the portion of the Project within its jurisdiction. The Parties' obligations hereunder to indemnify each other shall survive termination of this Agreement.

## **SECTION 7. INDEMNIFICATION**

The Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("GIAU"). Subject to the provisions of the GIAU, each Party agrees to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the Party's performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to either Party under the GIAU.

## **SECTION 8. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Agreement shall be placed on file in the office of the official keeper of records of Parties and shall remain on file for public inspection during the term of this Agreement.

## **SECTION 9. ADOPTION REQUIREMENTS**

This Agreement shall be (a) approved by Resolution of the governing body of each of the Parties, (b) executed by a duly authorized official of each of the Parties (c) submitted to and approved by an authorized attorney of each of the Parties, as required by the Act, and (d) filed in the official records of each Party.

#### **SECTION 10. AMENDMENTS.**

Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered except by an instrument in writing that has been prepared, approved, and executed with the same formality as this Agreement and in compliance with the Act.

#### **SECTION 11. SEVERABILITY**

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

#### **SECTION 12. NO PRESUMPTION**

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the Party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the Parties have participated in the preparation hereof.

#### **SECTION 13. HEADINGS**

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

#### **SECTION 14. BINDING AGREEMENT**

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto. The person executing this Agreement on behalf of each Party warrants and represents that they are duly authorized to execute this Agreement and bind the Party thereto and that all acts, steps, and procedures required to approve this Agreement have heretofore been completed.

#### **SECTION 15. NOTICES**

All notices, demands and other communications required or permitted to be given hereunder related to a dispute regarding or the enforcement of this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt

requested, postage paid, to the Parties, or at such other addresses as may be designated by notice given hereunder. Written notices and approvals required or permitted to be given by a Party to another Party related to the Project may be given by email or other form acceptable to both parties.

#### **SECTION 16. ASSIGNMENT**

The Parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other Parties to this Agreement. No assignment shall relieve the original Parties from any liability hereunder.

#### **SECTION 17. GOVERNING LAW**

All questions with respect to the construction of this Agreement, and the rights and liability of the Parties hereto, shall be governed by the laws of the State of Utah.

**ATTEST:**

**HIGHLAND CITY**

By: \_\_\_\_\_

City Recorder

\_\_\_\_\_

City Mayor

Approved as to Form: \_\_\_\_\_

City Attorney

**ATTEST:**

**ALPINE CITY**

By: \_\_\_\_\_

City Recorder

\_\_\_\_\_

City Mayor

Approved as to Form: \_\_\_\_\_

City Attorney

**Morgan Pavement**  
 Remit to: PO Box 190  
 Clearfield, UT 84089  
 625 S. Main Street  
 Clearfield, UT 84015



Phone: (801) 544-5947  
 Fax: (801) 416-8061  
 MorganPavement.com

Mastic Asphalt Treatment-Excavation & Grading-Asphalt Paving-Patching-Sealcoat-Slurry-Crackseal-Striping-Consulting

<b>To:</b> ALPINE CITY	<b>Contact:</b> SHANE SORENSEN
<b>Address:</b> 20 N MAIN ALPINE, UT 84004	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> 2025 Alpine City Street Maintenance	<b>Bid Number:</b>
<b>Project Location:</b> Various Streets In City, Alpine, UT	<b>Bid Date:</b> 8/19/2025

Line #	Item Description	Estimated Quantity	Unit	Total Price
	<b><u>Gap Mastic (Onyx Roads - Wide Cracks)</u></b>	1.00	LS	\$10,900.00
	· Blow Cracks Free Of Dirt And Debris Using Compressed Air			
	· Fill Wide Cracks With Gap Mastic Material			
	<b><u>Crack Seal (Onyx Roads)</u></b>	1.00	LS	\$6,900.00
	· Blow Cracks Free Of Dirt And Debris Using Compressed Air			
	· Fill Cracks With Hot Rubber Crack Sealant			
	· Does Not Include Perimeter Seams Against Concrete			
	<b><u>ONYX Frictional Mastic Seal</u></b>	1.00	LS	\$42,500.00
	· Clean Entire Surface Free Of Dirt And Debris			
	· Apply 2 Coats Of ONYX Frictional Mastic Sealant For A Combined Coverage Of 0.30 Gal/SY			

**Total Bid Price: \$60,300.00**

**Notes:**

- **Pay Terms: 50% due at signing of contract and prior to scheduling, remaining 50 % due and payable on day of work completion.**  
**Intial \_\_\_\_\_**
- Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowances for omission shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding
- Temperature is a factor in the ability to apply certain asphalt products and obtain adhesion. In order for warranty to apply, temperatures must fall within certain parameters for that specific scope of work. Please call to verify the temperature parameters of the proposed work.
- Please turn off all sprinklers and remove obstructions( i.e. dumpsters or cars) from work site prior to performance of work. Morgan Industries will not be held liable for areas that are wet or blocked on the day that the crews arrive. If it is necessary to return to touch up areas so affected, there will be additional charges.
- Morgan Industries assumes no risk or liability of undisclosed or unforeseen conditions of the project site, including but not limited to hazardous waste, unstable or saturated subgrade, underground utilities, water table issues.
- Exclusions unless noted on scope of work: Bonds, fees, permits, material or compaction testing, traffic control and/or barricades, prime coat, soil sterilant, subgrade stabilization, concrete, sawcutting, earthwork, engineering, survey, construction staking, third party billing fees
- Morgan Industries will not guarantee drainage on grades with 1% or less slope or on overlays.
- Both Parties agree that Morgan Industries is not liable for any damage of underground piping, wiring, conduit which are not visible to crews on the property that could not be located by utility locator service. ( i.e. blue stakes)
- Price is valid for 30 days from date of proposal
- Due to the volatility of the oil industry, this bid may fluctuate with oil prices. Therefore this may adjust with any increase in oil/material prices.
- Morgan Industries reserves the right to use a sub-contractor on any scope of work.

**Payment Terms:**

Payment is due at completion of project without any retention being withheld, Invoices are subject to 2% interest per month beginning 30 days following the due date. In the event it becomes necessary for Morgan Industries to file suit to collect any money due, hereunder or for breach thereof, the owner agrees to pay in addition to the amount due, all costs of enforcement including reasonable attorney fees. In the event of dispute between Morgan Industries and Buyer, the parties agree to arbitration through the American Arbitration Association.

**Morgan Pavement**  
 Remit to: PO Box 190  
 Clearfield, UT 84089  
 625 S. Main Street  
 Clearfield, UT 84015



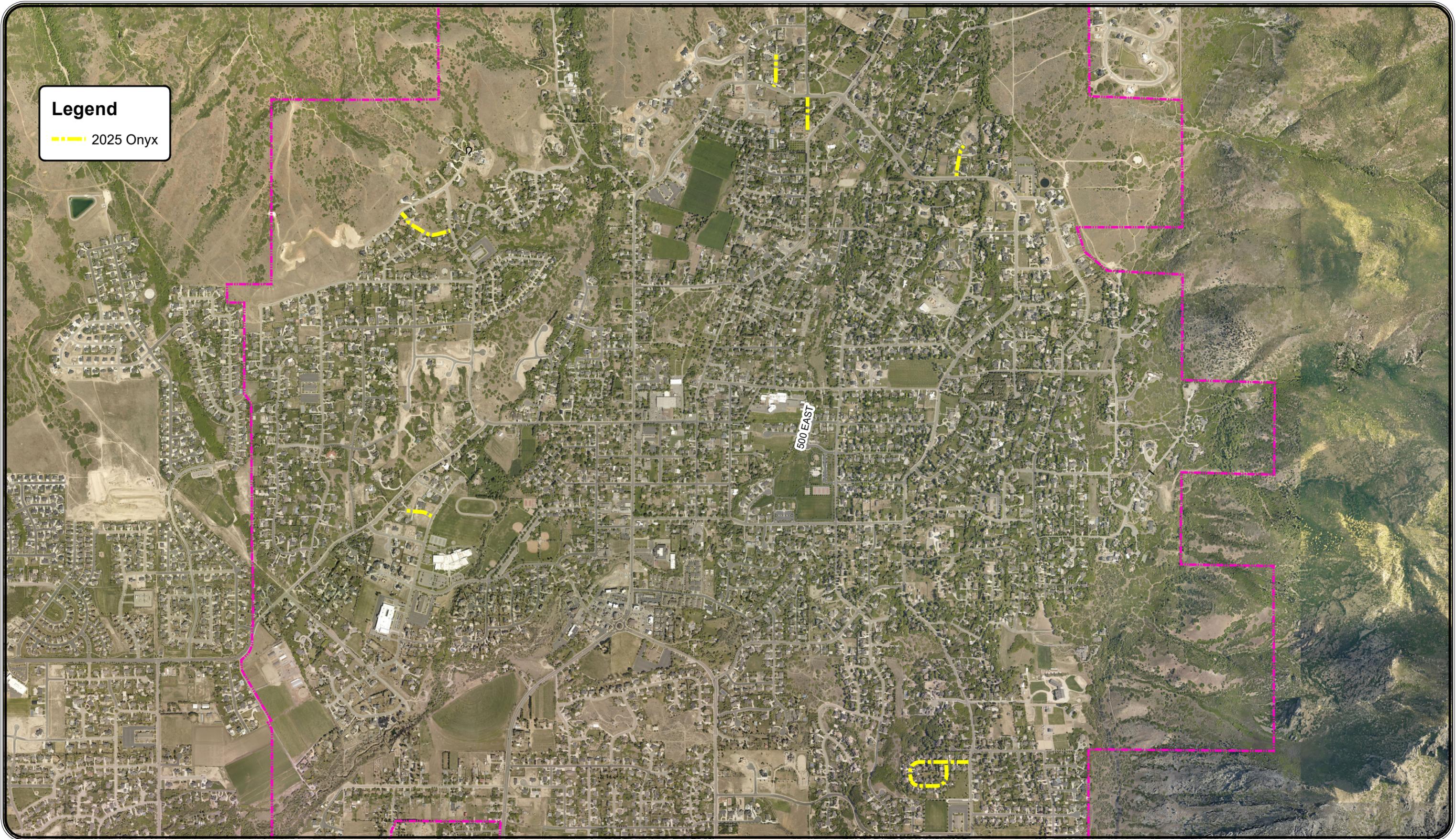
Phone: (801) 544-5947  
 Fax: (801) 416-8061  
 MorganPavement.com

Mastic Asphalt Treatment-Excavation & Grading-Asphalt Paving-Patching-Sealcoat-Slurry-Crackseal-Striping-Consulting

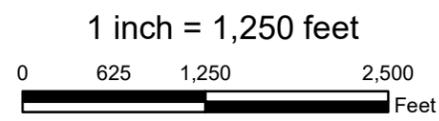
<b>To:</b> ALPINE CITY	<b>Contact:</b> SHANE SORENSEN
<b>Address:</b> 20 N MAIN ALPINE, UT 84004	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> 2025 Alpine City Street Maintenance	<b>Bid Number:</b>
<b>Project Location:</b> Various Streets In City, Alpine, UT	<b>Bid Date:</b> 8/19/2025

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Morgan Pavement</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Kasen Garrett          (385) 368-6213 kgarrett@morganpavement.com</p>
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**Legend**  
--- 2025 Onyx



2025 ONYX Project





Project Location	Proposal #	Date Issued	PO/LD #
City of Alpine Multiple Locations - See Maps 100 W Alpine UT 84004	HAU952338	8/20/2025	

**Terms**  
Due Upon Completion

**Adviser Information**  
Aaron Eppley  
P: 435-703-0023 | E: aaron@holbrookasphalt.com

**Description**  
Alpine HA5 Late Summer 25

**Bill To**  
City of Alpine  
Attn: Shane Sorenson  
20 North Main Street  
Alpine UT 84004

Item	Quantity	UM	Rate	Amount
<b>See Map</b>				
<b>HA5</b> Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	404,782	SqFt	0.38	153,817.16
<b>HA5 Traffic Control</b> The Main Street HA5 traffic control plan includes a northbound one-way road closure with detour and an east-westbound full closure with detour. The initial setup will remain in place for 24 hours. A southbound one-way road closure with detour and an east-westbound full closure with detour will also be implemented. The initial setup and final pickup will remain in place for 24 hours.	1	Ea	2,565.48	2,565.48
<b>HA5 Shuttle</b> Shuttle Service - HA5	2	Ea	750.00	1,500.00
<b>Note</b> (1) Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be added. (2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices. (3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.				

**Total** \$157,882.64

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
8/20/2025	HAUB19549

## Terms and Conditions

**TERMS AND CONDITIONS:** Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

**GENERAL EXCLUSIONS:** Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

**PAYMENT TERMS:** Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing or relocation as incurred and will be due on receipt, this includes projects involving warranty work. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 14% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

**INSURANCE:** These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

**ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS:** No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

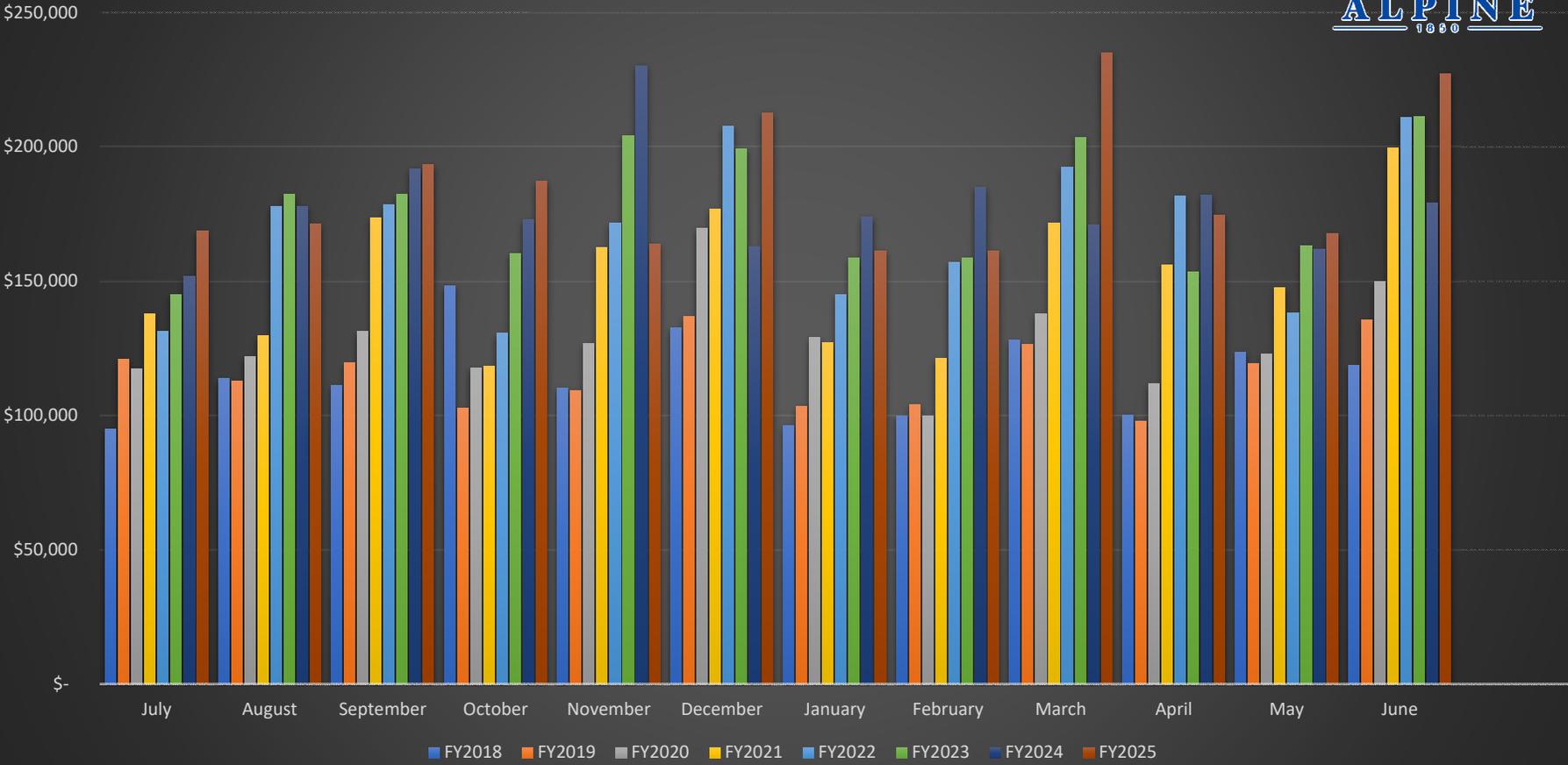
I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

### HAU952338 - Alpine HA5 Late Summer 25 (Sign to accept this proposal)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Contractor \_\_\_\_\_



# Sales Tax Revenue by Month





ALPINE CITY CORPORATION  
 COMBINED CASH INVESTMENT  
 JULY 31, 2025

COMBINED CASH ACCOUNTS

01-1111	CASH IN BANK, ALTA BANK	244,487.45
01-1112	XPRESS BILL PAY	1,996.29
01-1131	PETTY CASH	1,000.00
01-1154	SAVINGS PTIF #158	28,746,699.09
		28,994,182.83
	TOTAL COMBINED CASH	28,994,182.83
01-1190	CASH - ALLOCATION TO OTHER FUN	( 28,994,182.83)
		.00
	TOTAL GENERAL FUND CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	4,189,540.67
11	ALLOCATION TO CLASS C ROADS	1,127,791.55
15	ALLOCATION TO RECREATION IMPACT FEES	447,207.36
16	ALLOCATION TO STREET IMPACT FEES	163,536.55
44	ALLOCATION TO PARC FUND	89,512.67
45	ALLOCATION TO CAPITAL IMPROVEMENTS FUND	7,943,711.66
51	ALLOCATION TO WATER FUND	3,784,072.99
52	ALLOCATION TO SEWER FUND	3,314,909.42
55	ALLOCATION TO PRESSURIZED IRRIGATION FUND	2,549,615.79
56	ALLOCATION TO STORM DRAIN FUND	1,041,242.88
70	ALLOCATION TO TRUST AND AGENCY FUND	805,443.12
71	ALLOCATION TO CEMETERY PERPETUAL CARE FUND	1,780,542.67
81	ALLOCATION TO WATER IMPACT FEES	771,811.65
82	ALLOCATION TO SEWER IMPACT FEES	168,155.45
85	ALLOCATION TO PI IMPACT FEES	595,170.54
86	ALLOCATION TO STORM DRAIN IMPACT FEES	221,917.86
		28,994,182.83
	TOTAL ALLOCATIONS TO OTHER FUNDS	28,994,182.83
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	( 28,994,182.83)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

## ALPINE CITY CORPORATION

## BALANCE SHEET

JULY 31, 2025

## GENERAL FUND

ASSETS

10-1190	CASH - ALLOCATION TO OTHER FUN	4,189,540.67	
10-1309	DEFERRED PROPERTY TAXES REC	2,659,542.68	
10-1311	ACCOUNTS RECEIVABLE	75,297.02	
10-1561	PREPAID EXPENSES	120,926.30	
	TOTAL ASSETS		<u><u>7,045,306.67</u></u>

LIABILITIES AND EQUITYLIABILITIES

10-2131	ACCOUNTS PAYABLE	( 111.80)	
10-2211	WAGES PAYABLE	26,854.72	
10-2225	ULGT PAYABLE	69,022.28	
10-2229	WORKERS COMP PAYABLE	1,962.25	
10-2230	ALPINE DAYS REVENUES IN ADVANC	26,962.95	
10-2231	AYC FEES PAID IN ADVANCE	2,220.00	
10-2400	UNEARNED REVENUE	2,659,542.00	
	TOTAL LIABILITIES		2,786,452.40

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2980	BALANCE BEGINNING OF YEAR	4,358,683.72	
	REVENUE OVER EXPENDITURES - YTD	( 99,829.45)	
	BALANCE - CURRENT DATE		<u>4,258,854.27</u>
	TOTAL FUND EQUITY		<u>4,258,854.27</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>7,045,306.67</u></u>

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10	.00	.00	2,704,800.00	2,704,800.00	.0
10-31-20	.00	.00	225,000.00	225,000.00	.0
10-31-30	.00	.00	2,100,000.00	2,100,000.00	.0
10-31-31	.00	.00	135,000.00	135,000.00	.0
10-31-40	.00	.00	750,000.00	750,000.00	.0
10-31-90	.00	.00	4,500.00	4,500.00	.0
	.00	.00	5,919,300.00	5,919,300.00	.0
<u>LICENSES AND PERMITS</u>					
10-32-10	275.00	275.00	25,000.00	24,725.00	1.1
10-32-20	36,053.74	36,053.74	175,000.00	138,946.26	20.6
10-32-21	39,551.64	39,551.64	350,000.00	310,448.36	11.3
10-32-22	427.07	427.07	5,000.00	4,572.93	8.5
	76,307.45	76,307.45	555,000.00	478,692.55	13.8
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-42	.00	.00	29,122.00	29,122.00	.0
	.00	.00	29,122.00	29,122.00	.0
<u>CHARGES FOR SERVICES</u>					
10-34-13	.00	.00	5,000.00	5,000.00	.0
10-34-14	.00	.00	500.00	500.00	.0
10-34-15	.00	.00	250.00	250.00	.0
10-34-22	9,629.00	9,629.00	38,516.00	28,887.00	25.0
10-34-40	67,266.81	67,266.81	730,000.00	662,733.19	9.2
10-34-69	375.00	375.00	3,000.00	2,625.00	12.5
10-34-81	2,125.00	2,125.00	25,000.00	22,875.00	8.5
10-34-83	12,300.00	12,300.00	50,000.00	37,700.00	24.6
	91,695.81	91,695.81	852,266.00	760,570.19	10.8
<u>FINES AND FORFEITURES</u>					
10-35-10	6,221.49	6,221.49	75,000.00	68,778.51	8.3
10-35-15	1,750.00	1,750.00	7,000.00	5,250.00	25.0
10-35-16	.00	.00	2,000.00	2,000.00	.0
	7,971.49	7,971.49	84,000.00	76,028.51	9.5

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
		_____	_____	_____	_____	_____
<u>RENTS AND OTHER REVENUE</u>						
10-36-20	RENTS AND CONCESSIONS	6,935.00	6,935.00	65,000.00	58,065.00	10.7
	TOTAL RENTS AND OTHER REVENUE	6,935.00	6,935.00	65,000.00	58,065.00	10.7
<u>INTEREST AND MISC REVENUE</u>						
10-38-10	INTEREST EARNINGS	108,946.53	108,946.53	150,000.00	41,053.47	72.6
10-38-17	ALPINE DAYS REVENUE	28,137.15	28,137.15	85,000.00	56,862.85	33.1
10-38-18	RODEO REVENUE	55,140.00	55,140.00	50,000.00	( 5,140.00)	110.3
10-38-50	BICENTENNIAL BOOKS	40.00	40.00	500.00	460.00	8.0
10-38-90	SUNDRY REVENUES	322.76	322.76	40,000.00	39,677.24	.8
	TOTAL INTEREST AND MISC REVENUE	192,586.44	192,586.44	325,500.00	132,913.56	59.2
<u>TRANSFERS AND CONTRIBUTIONS</u>						
10-39-10	FUND BALANCE APPROPRIATION	.00	.00	2,792,704.00	2,792,704.00	.0
10-39-20	CONTRIBUTION FOR PARAMEDIC	2,910.56	2,910.56	35,000.00	32,089.44	8.3
	TOTAL TRANSFERS AND CONTRIBUTIONS	2,910.56	2,910.56	2,827,704.00	2,824,793.44	.1
	TOTAL FUND REVENUE	378,406.75	378,406.75	10,657,892.00	10,279,485.25	3.6

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-41-11 SALARIES & WAGES	21,146.62	21,146.62	247,500.00	226,353.38	8.5
10-41-13 EMPLOYEE BENEFITS	12,023.29	12,023.29	116,500.00	104,476.71	10.3
10-41-14 OVERTIME WAGES	27.19	27.19	2,000.00	1,972.81	1.4
10-41-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	25,000.00	25,000.00	.0
10-41-22 PUBLIC NOTICES	.00	.00	2,000.00	2,000.00	.0
10-41-23 TRAVEL	.00	.00	7,500.00	7,500.00	.0
10-41-24 OFFICE SUPPLIES & POSTAGE	182.08	182.08	15,000.00	14,817.92	1.2
10-41-25 EQUIPMENT - SUPPLIES & MAINTEN	.00	.00	1,500.00	1,500.00	.0
10-41-28 TELEPHONE	73.90	73.90	5,500.00	5,426.10	1.3
10-41-30 PROFESSIONAL SERVICES	.00	.00	45,000.00	45,000.00	.0
10-41-33 EDUCATION	.00	.00	3,000.00	3,000.00	.0
10-41-46 COUNCIL DISCRETIONARY FUND	.00	.00	12,000.00	12,000.00	.0
10-41-47 MAYOR DISCRETIONARY FUND	.00	.00	5,000.00	5,000.00	.0
10-41-51 INSURANCE	9,416.93	9,416.93	12,000.00	2,583.07	78.5
10-41-63 OTHER SERVICES	1,875.00	1,875.00	36,500.00	34,625.00	5.1
10-41-64 OTHER EXPENSES	.00	.00	6,000.00	6,000.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>44,745.01</b>	<b>44,745.01</b>	<b>542,000.00</b>	<b>497,254.99</b>	<b>8.3</b>
<u>COURT</u>					
10-42-24 OFFICE EXPENSE & POSTAGE	.00	.00	38,000.00	38,000.00	.0
10-42-31 PROFESSIONAL SERVICES	.00	.00	45,000.00	45,000.00	.0
10-42-40 WITNESS FEES	.00	.00	200.00	200.00	.0
10-42-46 VICTIM REPARATION ASSESSMENT	.00	.00	32,000.00	32,000.00	.0
<b>TOTAL COURT</b>	<b>.00</b>	<b>.00</b>	<b>115,200.00</b>	<b>115,200.00</b>	<b>.0</b>
<u>TREASURER</u>					
10-43-11 SALARIES & WAGES	1,615.20	1,615.20	21,700.00	20,084.80	7.4
10-43-13 EMPLOYEE BENEFITS	972.65	972.65	11,700.00	10,727.35	8.3
10-43-14 OVERTIME WAGES	215.76	215.76	2,500.00	2,284.24	8.6
10-43-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	1,200.00	1,200.00	.0
10-43-23 TRAVEL	.00	.00	750.00	750.00	.0
10-43-24 OFFICE SUPPLIES & POSTAGE	.00	.00	250.00	250.00	.0
10-43-31 PROFESSIONAL & TECHNICAL	.00	.00	5,200.00	5,200.00	.0
10-43-33 EDUCATION	.00	.00	1,300.00	1,300.00	.0
10-43-34 ACCOUNTING SERVICES/AUDIT	.00	.00	15,900.00	15,900.00	.0
<b>TOTAL TREASURER</b>	<b>2,803.61</b>	<b>2,803.61</b>	<b>60,500.00</b>	<b>57,696.39</b>	<b>4.6</b>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTIONS</u>					
10-50-24 OFFICE EXPENSE, SUPPLIES & POS	.00	.00	1,000.00	1,000.00	.0
10-50-62 MISCELLANEOUS SERVICES	.00	.00	39,350.00	39,350.00	.0
<b>TOTAL ELECTIONS</b>	<b>.00</b>	<b>.00</b>	<b>40,350.00</b>	<b>40,350.00</b>	<b>.0</b>
<u>GOVERNMENT BUILDINGS</u>					
10-52-26 BUILDING SUPPLIES	391.98	391.98	7,000.00	6,608.02	5.6
10-52-27 UTILITIES	81.99	81.99	25,000.00	24,918.01	.3
10-52-51 INSURANCE	9,131.93	9,131.93	10,200.00	1,068.07	89.5
10-52-63 OTHER SERVICES	814.50	814.50	13,000.00	12,185.50	6.3
10-52-72 CAPITAL OUTLAY BUILDINGS	.00	.00	1,000,000.00	1,000,000.00	.0
<b>TOTAL GOVERNMENT BUILDINGS</b>	<b>10,420.40</b>	<b>10,420.40</b>	<b>1,055,200.00</b>	<b>1,044,779.60</b>	<b>1.0</b>
<u>EMERGENCY SERVICES</u>					
10-57-61 POLICE-PROFESSIONAL SERVICE	126,929.16	126,929.16	1,523,150.00	1,396,220.84	8.3
10-57-63 FIRE-PROFESSIONAL SERVICE	127,441.16	127,441.16	1,529,294.00	1,401,852.84	8.3
10-57-72 ADMINISTRATION	10,088.08	10,088.08	121,057.00	110,968.92	8.3
10-57-74 CAPITAL OUTLAY - EQUIPMENT	( 15,000.00)	( 15,000.00)	15,000.00	30,000.00	(100.0)
<b>TOTAL EMERGENCY SERVICES</b>	<b>249,458.40</b>	<b>249,458.40</b>	<b>3,188,501.00</b>	<b>2,939,042.60</b>	<b>7.8</b>
<u>BUILDING INSPECTION</u>					
10-58-11 SALARIES & WAGES	3,897.30	3,897.30	53,500.00	49,602.70	7.3
10-58-13 EMPLOYEE BENEFITS	1,919.26	1,919.26	20,100.00	18,180.74	9.6
10-58-14 OVERTIME WAGES	.00	.00	500.00	500.00	.0
10-58-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	500.00	500.00	.0
10-58-24 OFFICE SUPPLIES & POSTAGE	.00	.00	800.00	800.00	.0
10-58-28 TELEPHONE	30.00	30.00	1,000.00	970.00	3.0
10-58-29 CONTRACT/BUILDING INSPECTOR	.00	.00	90,000.00	90,000.00	.0
10-58-51 INSURANCE & SURETY BONDS	9,131.93	9,131.93	10,200.00	1,068.07	89.5
10-58-65 BUILDING PERMIT SURCHARGE	.00	.00	3,000.00	3,000.00	.0
<b>TOTAL BUILDING INSPECTION</b>	<b>14,978.49</b>	<b>14,978.49</b>	<b>179,600.00</b>	<b>164,621.51</b>	<b>8.3</b>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ZONING</u>					
10-59-11 SALARIES & WAGES	13,569.66	13,569.66	181,900.00	168,330.34	7.5
10-59-13 EMPLOYEE BENEFITS	6,385.50	6,385.50	75,400.00	69,014.50	8.5
10-59-14 OVERTIME WAGES	504.79	504.79	1,000.00	495.21	50.5
10-59-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	1,000.00	1,000.00	.0
10-59-23 TRAVEL	12.67	12.67	1,500.00	1,487.33	.8
10-59-24 OFFICE SUPPLIES & POSTAGE	.00	.00	1,500.00	1,500.00	.0
10-59-30 PROFESSIONAL SERVICES	106.00	106.00	60,000.00	59,894.00	.2
10-59-31 LEGAL SERVICES FOR SUBDIVIS	.00	.00	20,000.00	20,000.00	.0
10-59-34 EDUCATION	.00	.00	750.00	750.00	.0
<b>TOTAL PLANNING &amp; ZONING</b>	<b>20,578.62</b>	<b>20,578.62</b>	<b>343,050.00</b>	<b>322,471.38</b>	<b>6.0</b>
<u>STREETS</u>					
10-60-11 SALARIES & WAGES	9,990.30	9,990.30	132,400.00	122,409.70	7.6
10-60-13 EMPLOYEE BENEFITS	7,070.67	7,070.67	80,100.00	73,029.33	8.8
10-60-14 OVERTIME WAGES	1,502.21	1,502.21	8,000.00	6,497.79	18.8
10-60-15 ON CALL WAGES	515.99	515.99	6,350.00	5,834.01	8.1
10-60-23 TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-60-24 OFFICE SUPPLIES & POSTAGE	.00	.00	700.00	700.00	.0
10-60-25 EQUIPMENT-SUPPLIES & MAINTENAN	6,616.83	6,616.83	75,000.00	68,383.17	8.8
10-60-26 STREET SUPPLIES AND MAINTENANC	1,581.58	1,581.58	75,000.00	73,418.42	2.1
10-60-27 UTILITIES	.00	.00	500.00	500.00	.0
10-60-28 TELEPHONE	35.00	35.00	3,200.00	3,165.00	1.1
10-60-29 POWER - STREET LIGHTS	.00	.00	50,000.00	50,000.00	.0
10-60-51 INSURANCE	9,131.93	9,131.93	10,200.00	1,068.07	89.5
10-60-63 OTHER SERVICES	.00	.00	12,000.00	12,000.00	.0
10-60-64 OTHER EXPENSES	.00	.00	6,500.00	6,500.00	.0
10-60-73 CAPITAL OUTLAY-OTHER THAN BUIL	.00	.00	177,000.00	177,000.00	.0
10-60-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	65,125.00	65,125.00	.0
<b>TOTAL STREETS</b>	<b>36,444.51</b>	<b>36,444.51</b>	<b>703,075.00</b>	<b>666,630.49</b>	<b>5.2</b>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS &amp; RECREATION</u>					
10-70-11 SALARIES & WAGES	4,732.16	4,732.16	62,900.00	58,167.84	7.5
10-70-12 WAGES TEMPORARY EMPLOYEES	9,917.99	9,917.99	63,500.00	53,582.01	15.6
10-70-13 EMPLOYEE BENEFITS	3,823.50	3,823.50	40,100.00	36,276.50	9.5
10-70-14 OVERTIME WAGES	33.62	33.62	2,500.00	2,466.38	1.3
10-70-23 TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-70-24 OFFICE SUPPLIES & POSTAGE	182.08	182.08	2,400.00	2,217.92	7.6
10-70-25 EQUIPMENT-SUPPLIES & MAINTENAN	816.61	816.61	25,000.00	24,183.39	3.3
10-70-26 BUILDING AND GROUNDS SUPPLIES	5,548.69	5,548.69	55,000.00	49,451.31	10.1
10-70-27 UTILITIES	4,399.55	4,399.55	60,000.00	55,600.45	7.3
10-70-28 TELEPHONE	15.00	15.00	3,000.00	2,985.00	.5
10-70-51 INSURANCE & SURETY BONDS	9,131.93	9,131.93	10,200.00	1,068.07	89.5
10-70-60 RODEO	( 2,298.65)	( 2,298.65)	35,000.00	37,298.65	( 6.6)
10-70-63 OTHER SERVICES-AM FORK AGREEMT	.00	.00	78,500.00	78,500.00	.0
10-70-64 OTHER EXPENSES	678.55	678.55	.00	( 678.55)	.0
10-70-65 ALPINE DAYS	21,956.54	21,956.54	115,000.00	93,043.46	19.1
10-70-66 OTHER EXPENSE - SPECIAL PROJEC	150.00	150.00	.00	( 150.00)	.0
10-70-67 MOYLE PARK	( 174.29)	( 174.29)	9,000.00	9,174.29	( 1.9)
10-70-68 LIBRARY	1,140.00	1,140.00	14,500.00	13,360.00	7.9
10-70-69 YOUTH COUNCIL	1,504.29	1,504.29	8,500.00	6,995.71	17.7
10-70-70 BOOK MOBILE	.00	.00	13,596.00	13,596.00	.0
10-70-71 TRAILS	367.50	367.50	5,000.00	4,632.50	7.4
<b>TOTAL PARKS &amp; RECREATION</b>	<b>61,925.07</b>	<b>61,925.07</b>	<b>604,696.00</b>	<b>542,770.93</b>	<b>10.2</b>
<u>CEMETERY</u>					
10-77-11 SALARIES & WAGES	4,732.16	4,732.16	62,900.00	58,167.84	7.5
10-77-12 WAGES TEMPORARY EMPLOYEE	9,917.98	9,917.98	63,500.00	53,582.02	15.6
10-77-13 EMPLOYEE BENEFITS	3,832.34	3,832.34	40,100.00	36,267.66	9.6
10-77-14 OVERTIME WAGES	33.62	33.62	2,500.00	2,466.38	1.3
10-77-23 TRAVEL	.00	.00	500.00	500.00	.0
10-77-24 OFFICE SUPPLIES & POSTAGE	.00	.00	250.00	250.00	.0
10-77-25 EQUIPMENT-SUPPLIES & MAINTENAN	439.10	439.10	12,000.00	11,560.90	3.7
10-77-26 BUILDING AND GROUNDS	2,278.00	2,278.00	12,000.00	9,722.00	19.0
10-77-27 CEMETERY PAVING	446.56	446.56	.00	( 446.56)	.0
10-77-28 TELEPHONE	15.00	15.00	850.00	835.00	1.8
10-77-51 INSURANCE & SURETY BONDS	9,131.93	9,131.93	10,200.00	1,068.07	89.5
10-77-63 OTHER SERVICES	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL CEMETERY</b>	<b>30,826.69</b>	<b>30,826.69</b>	<b>214,800.00</b>	<b>183,973.31</b>	<b>14.4</b>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GARBAGE</u>					
10-82-11 SALARIES & WAGES	3,591.49	3,591.49	54,100.00	50,508.51	6.6
10-82-13 EMPLOYEE BENEFITS	1,691.82	1,691.82	25,000.00	23,308.18	6.8
10-82-14 OVERTIME WAGES	125.88	125.88	1,500.00	1,374.12	8.4
10-82-24 OFFICE SUPPLIES & POSTAGE	498.24	498.24	3,600.00	3,101.76	13.8
10-82-28 TELEPHONE	7.50	7.50	250.00	242.50	3.0
10-82-31 PROFESSIONAL & TECHNICAL	.00	.00	4,800.00	4,800.00	.0
10-82-34 TECHNOLOGY UPDATE	.00	.00	5,500.00	5,500.00	.0
10-82-61 TIPPING FEES	.00	.00	166,000.00	166,000.00	.0
10-82-62 WASTE PICKUP CONTRACT	.00	.00	482,000.00	482,000.00	.0
10-82-64 OTHER EXPENSES	140.47	140.47	15,800.00	15,659.53	.9
<b>TOTAL GARBAGE</b>	<b>6,055.40</b>	<b>6,055.40</b>	<b>758,550.00</b>	<b>752,494.60</b>	<b>.8</b>
<u>MISCELLANEOUS</u>					
10-99-25 TECHNOLOGY UPGRADE	.00	.00	20,000.00	20,000.00	.0
10-99-80 TRANSFER TO CAPITAL IMP FUND	.00	.00	34,666.00	34,666.00	.0
10-99-82 EMERGENCY PREP	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL MISCELLANEOUS</b>	<b>.00</b>	<b>.00</b>	<b>59,666.00</b>	<b>59,666.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>478,236.20</b>	<b>478,236.20</b>	<b>7,865,188.00</b>	<b>7,386,951.80</b>	<b>6.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 99,829.45)</b>	<b>( 99,829.45)</b>	<b>2,792,704.00</b>	<b>2,892,533.45</b>	<b>( 3.6)</b>

ALPINE CITY CORPORATION

BALANCE SHEET

JULY 31, 2025

CLASS C ROADS

ASSETS

11-1190	CASH - ALLOCATION FROM GENERAL	1,127,791.55	
11-1313	CLASS C MASS TRANSIT RECEIVABL	( 28,931.71)	
	TOTAL ASSETS		<u>1,098,859.84</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
11-2980	BALANCE BEGINNING OF YEAR	1,116,487.74	
	REVENUE OVER EXPENDITURES - YTD	( 17,627.90)	
	BALANCE - CURRENT DATE		<u>1,098,859.84</u>
	TOTAL FUND EQUITY		<u>1,098,859.84</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,098,859.84</u>

ALPINE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

CLASS C ROADS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-33-56 B&C ROAD FUND ALLOTMENT	.00	.00	525,000.00	525,000.00	.0
11-33-60 MASS TRANSIT	.00	.00	195,000.00	195,000.00	.0
11-33-80 PUBLIC TRANSIT TAX	.00	.00	80,000.00	80,000.00	.0
<b>TOTAL SOURCE 33</b>	<b>.00</b>	<b>.00</b>	<b>800,000.00</b>	<b>800,000.00</b>	<b>.0</b>
 <u>INTEREST AND MISC REVENUE</u>					
11-38-10 INTEREST EARNINGS	.00	.00	45,000.00	45,000.00	.0
<b>TOTAL INTEREST AND MISC REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>45,000.00</b>	<b>45,000.00</b>	<b>.0</b>
 <u>TRANSFERS AND CONTRIBUTIONS</u>					
11-39-10 FUND BALANCE APPROPRIATION	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL TRANSFERS AND CONTRIBUTIONS</b>	<b>.00</b>	<b>.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>.0</b>
 <b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>850,000.00</b>	<b>850,000.00</b>	<b>.0</b>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

CLASS C ROADS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
11-60-70 CLASS C ROAD FUND PROJECTS	17,627.90	17,627.90	525,000.00	507,372.10	3.4
11-60-75 MASS TRANSIT PROJECTS	.00	.00	195,000.00	195,000.00	.0
11-60-80 PUBLIC TRANSPORTATION PROJECTS	.00	.00	80,000.00	80,000.00	.0
11-60-90 RESERVES	.00	.00	50,000.00	50,000.00	.0
TOTAL DEPARTMENT 60	17,627.90	17,627.90	850,000.00	832,372.10	2.1
TOTAL FUND EXPENDITURES	17,627.90	17,627.90	850,000.00	832,372.10	2.1
NET REVENUE OVER EXPENDITURES	( 17,627.90)	( 17,627.90)	.00	17,627.90	.0

ALPINE CITY CORPORATION  
 BALANCE SHEET  
 JULY 31, 2025

RECREATION IMPACT FEES

<u>ASSETS</u>			
15-1190	CASH - ALLOCATION FROM GENERAL		447,207.36
	TOTAL ASSETS		447,207.36
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
15-2831	RESERVE-IMP RECREATION		571,085.62
UNAPPROPRIATED FUND BALANCE:			
15-2980	BALANCE BEGINNING OF YEAR	( 123,878.26)	
	BALANCE - CURRENT DATE	( 123,878.26)	
	TOTAL FUND EQUITY		447,207.36
	TOTAL LIABILITIES AND EQUITY		447,207.36

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

RECREATION IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
15-37-31 RECREATION FACILITY FEES	.00	.00	100,000.00	100,000.00	.0
TOTAL OPERATING REVENUES	.00	.00	100,000.00	100,000.00	.0
<u>INTEREST AND MISC REVENUE</u>					
15-38-10 INTEREST EARNINGS	.00	.00	40,000.00	40,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	40,000.00	40,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
15-39-10 FUND BALANCE APPROPRIATION	.00	.00	145,000.00	145,000.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	145,000.00	145,000.00	.0
TOTAL FUND REVENUE	.00	.00	285,000.00	285,000.00	.0

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

RECREATION IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
15-40-31 PARK SYSTEM	.00	.00	285,000.00	285,000.00	.0
TOTAL EXPENDITURES	.00	.00	285,000.00	285,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	285,000.00	285,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
JULY 31, 2025

STREET IMPACT FEES

<u>ASSETS</u>			
16-1190	CASH - ALLOCATION FROM GENERAL		163,536.55
	TOTAL ASSETS		163,536.55
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
16-2980	BALANCE BEGINNING OF YEAR	163,536.55	
	BALANCE - CURRENT DATE	163,536.55	
	TOTAL FUND EQUITY		163,536.55
	TOTAL LIABILITIES AND EQUITY		163,536.55

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

STREET IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
16-37-21 STREETS & TRANSPORTATION FEES	.00	.00	40,000.00	40,000.00	.0
TOTAL OPERATING REVENUES	.00	.00	40,000.00	40,000.00	.0
<u>INTEREST AND MISC REVENUE</u>					
16-38-10 INTEREST EARNINGS	.00	.00	25,000.00	25,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	25,000.00	25,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
16-39-10 FUND BALANCE APPROPRIATION	.00	.00	340,000.00	340,000.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	340,000.00	340,000.00	.0
TOTAL FUND REVENUE	.00	.00	405,000.00	405,000.00	.0

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

STREET IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
16-40-21 STREET & TRANSPORT EXPENSES	.00	.00	405,000.00	405,000.00	.0
TOTAL EXPENDITURES	.00	.00	405,000.00	405,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	405,000.00	405,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

ALPINE CITY CORPORATION

BALANCE SHEET

JULY 31, 2025

PARC FUND

<u>ASSETS</u>		
44-1190	CASH - ALLOCATION TO OTHER FUN	89,512.67
	TOTAL ASSETS	<u>89,512.67</u>
 <u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
44-2131	ACCOUNTS PAYABLE	14,700.50
	TOTAL LIABILITIES	14,700.50
 <u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
44-2980	BALANCE BEGINNING OF YEAR	<u>74,812.17</u>
	BALANCE - CURRENT DATE	<u>74,812.17</u>
	TOTAL FUND EQUITY	<u>74,812.17</u>
	TOTAL LIABILITIES AND EQUITY	<u>89,512.67</u>

ALPINE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

PARC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
44-38-20 PARC TAX	.00	.00	100,000.00	100,000.00	.0
TOTAL SOURCE 38	.00	.00	100,000.00	100,000.00	.0
TOTAL FUND REVENUE	.00	.00	100,000.00	100,000.00	.0

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

PARC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
44-40-72 CAPITAL OUTLAY - OTHER	.00	.00	100,000.00	100,000.00	.0
TOTAL DEPARTMENT 40	.00	.00	100,000.00	100,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	100,000.00	100,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
JULY 31, 2025

CAPITAL IMPROVEMENTS FUND

<u>ASSETS</u>			
45-1190	CASH - ALLOCATION TO OTHER FUN		7,943,711.66
	TOTAL ASSETS		7,943,711.66
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
45-2124	OTHER BONDS	353,000.00	
45-2131	ACCOUNTS PAYABLE	5,000.00	
45-2140	INFRA PROTECTION BONDS	1,465,122.94	
45-2147	OPEN SPACE BOND	141,500.00	
45-2150	RESTRICTED FOR ROADS	164,514.00	
45-2152	MOYLE PARK DONATIONS	5,212.00	
45-2156	MUSTARD DONATION/LAM PK TRAILS	4,948.00	
	TOTAL LIABILITIES		2,139,296.94
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
45-2960	EQUIPMENT REPLACEMENT	174,329.36	
45-2980	BALANCE BEGINNING OF YEAR	5,647,834.52	
	REVENUE OVER EXPENDITURES - YTD	( 17,749.16)	
	BALANCE - CURRENT DATE		5,804,414.72
	TOTAL FUND EQUITY		5,804,414.72
	TOTAL LIABILITIES AND EQUITY		7,943,711.66

ALPINE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

CAPITAL IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST AND MISC REVENUE</u>					
45-38-10 INTEREST REVENUE	.00	.00	400,000.00	400,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	400,000.00	400,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
45-39-10 TRANSFER FROM GENERAL FUND	.00	.00	37,296.00	37,296.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	37,296.00	37,296.00	.0
TOTAL FUND REVENUE	.00	.00	437,296.00	437,296.00	.0

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

CAPITAL IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
45-40-72 CAPITAL OUTLAY - OTHER	17,749.16	17,749.16	962,000.00	944,250.84	1.9
45-40-73 CAPITAL OUTLAY BUILDINGS	.00	.00	2,200,000.00	2,200,000.00	.0
45-40-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	68,000.00	68,000.00	.0
TOTAL EXPENDITURES	<u>17,749.16</u>	<u>17,749.16</u>	<u>3,230,000.00</u>	<u>3,212,250.84</u>	<u>.6</u>
TOTAL FUND EXPENDITURES	<u>17,749.16</u>	<u>17,749.16</u>	<u>3,230,000.00</u>	<u>3,212,250.84</u>	<u>.6</u>
NET REVENUE OVER EXPENDITURES	<u>( 17,749.16)</u>	<u>( 17,749.16)</u>	<u>( 2,792,704.00)</u>	<u>( 2,774,954.84)</u>	<u>( .6)</u>

## ALPINE CITY CORPORATION

## BALANCE SHEET

JULY 31, 2025

## WATER FUND

ASSETS

51-1110	CASH ON HAND	(	126.43)	
51-1190	CASH - ALLOCATION FROM GENERAL		3,784,072.99	
51-1311	WATER ACCOUNTS RECEIVABLE		105,920.28	
51-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(	390.78)	
51-1598	INVESTMENT IN WATER STOCK		73,400.00	
51-1610	DEFERRED OUTFLOWS-PENSIONS		56,533.00	
51-1611	LAND		219,000.00	
51-1621	BUILDING		169,102.63	
51-1622	ALLOWANCE FOR DEPRECIATION-BUI	(	139,936.48)	
51-1631	IMPROVEMENTS OTHER THAN BUILDI		16,998,719.58	
51-1632	ALLOWANCE FOR DEPRECIATION-IMP	(	6,625,837.92)	
51-1651	MACHINERY AND EQUIPMENT		1,208,768.67	
51-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	(	679,635.11)	
	TOTAL ASSETS			<u>15,169,590.43</u>

LIABILITIES AND EQUITYLIABILITIES

51-2151	UTILITY DEPOSIT		25,300.00	
51-2220	WAGES PAYABLE		5,214.64	
51-2230	ST COMPENSATED ABSENCES		24,432.82	
51-2290	NET PENSION LIABILITY		33,377.00	
51-2410	DEFERRED INFLOWS-PENSIONS		282.00	
51-2530	LT COMPENSATED ABSENCES		2,154.10	
	TOTAL LIABILITIES			90,760.56

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
51-2970	CONTRA ACCOUNT 81 IMPACT FEES		297,053.91	
51-2980	BEGINNING OF YEAR		14,760,504.61	
	REVENUE OVER EXPENDITURES - YTD		21,271.35	
	BALANCE - CURRENT DATE			<u>15,078,829.87</u>
	TOTAL FUND EQUITY			<u>15,078,829.87</u>
	TOTAL LIABILITIES AND EQUITY			<u>15,169,590.43</u>

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
51-37-11 METERED WATER SALES	96,281.69	96,281.69	875,000.00	778,718.31	11.0
51-37-12 OTHER WATER REVENUE	1,450.00	1,450.00	20,000.00	18,550.00	7.3
51-37-16 WATER CONNECTION FEE	2,300.00	2,300.00	30,000.00	27,700.00	7.7
51-37-17 PENALTIES	793.76	793.76	5,700.00	4,906.24	13.9
<b>TOTAL OPERATING REVENUES</b>	<b>100,825.45</b>	<b>100,825.45</b>	<b>930,700.00</b>	<b>829,874.55</b>	<b>10.8</b>
<u>INTEREST AND MISC REVENUE</u>					
51-38-10 INTEREST EARNINGS	.00	.00	180,000.00	180,000.00	.0
<b>TOTAL INTEREST AND MISC REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>180,000.00</b>	<b>180,000.00</b>	<b>.0</b>
<u>TRANSFERS AND CONTRIBUTIONS</u>					
51-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	542,725.00	542,725.00	.0
<b>TOTAL TRANSFERS AND CONTRIBUTIONS</b>	<b>.00</b>	<b>.00</b>	<b>542,725.00</b>	<b>542,725.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>100,825.45</b>	<b>100,825.45</b>	<b>1,653,425.00</b>	<b>1,552,599.55</b>	<b>6.1</b>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
51-80-11 SALARIES & WAGES	13,839.38	13,839.38	189,300.00	175,460.62	7.3
51-80-13 EMPLOYEE BENEFITS	8,744.57	8,744.57	104,700.00	95,955.43	8.4
51-80-14 OVERTIME WAGES	1,628.09	1,628.09	9,000.00	7,371.91	18.1
51-80-15 ON CALL WAGES	515.99	515.99	7,600.00	7,084.01	6.8
51-80-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	2,500.00	2,500.00	.0
51-80-23 TRAVEL	.00	.00	3,000.00	3,000.00	.0
51-80-24 OFFICE SUPPLIES & POS	5,132.84	5,132.84	20,000.00	14,867.16	25.7
51-80-25 EQUIPMENT-SUPPLIES & MAINTENAN	746.48	746.48	21,000.00	20,253.52	3.6
51-80-26 BUILDING AND GROUNDS SUPPLIES	8,252.12	8,252.12	50,000.00	41,747.88	16.5
51-80-27 UTILITIES	73.25	73.25	35,000.00	34,926.75	.2
51-80-28 TELEPHONE	98.74	98.74	2,500.00	2,401.26	4.0
51-80-31 PROFESSIONAL & TECHNICAL SERVI	.00	.00	25,000.00	25,000.00	.0
51-80-33 EDUCATION	.00	.00	1,000.00	1,000.00	.0
51-80-34 TECHNOLOGY UPDATE	.00	.00	10,000.00	10,000.00	.0
51-80-35 DEPRECIATION EXPENSE	.00	.00	255,000.00	255,000.00	.0
51-80-51 INSURANCE AND SURETY BONDS	9,131.93	9,131.93	10,200.00	1,068.07	89.5
51-80-62 MISCELLANEOUS SERVICES	1,875.00	1,875.00	38,000.00	36,125.00	4.9
51-80-63 OTHER EXPENSES	12,074.20	12,074.20	35,000.00	22,925.80	34.5
51-80-72 CAPITAL OUTLAY - BUILDINGS	.00	.00	5,000.00	5,000.00	.0
51-80-73 CAPITOL OUTLAY - IMPROVEMENTS	17,441.51	17,441.51	764,500.00	747,058.49	2.3
51-80-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	65,125.00	65,125.00	.0
TOTAL WATER EXPENDITURES	79,554.10	79,554.10	1,653,425.00	1,573,870.90	4.8
TOTAL FUND EXPENDITURES	79,554.10	79,554.10	1,653,425.00	1,573,870.90	4.8
NET REVENUE OVER EXPENDITURES	21,271.35	21,271.35	.00	( 21,271.35)	.0

## ALPINE CITY CORPORATION

## BALANCE SHEET

JULY 31, 2025

## SEWER FUND

ASSETS

52-1190	CASH - ALLOCATION TO OTHER FUN	3,314,909.42	
52-1312	SEWER ACCOUNTS RECEIVABLE	92,398.40	
52-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	( 300.00)	
52-1610	DEFERRED OUTFLOWS-PENSIONS	52,170.00	
52-1611	LAND	21,072.00	
52-1621	BUILDING	45,971.00	
52-1622	ALLOWANCE FOR DEPRECIATION-BUI	( 45,363.22)	
52-1631	IMPROVEMENTS OTHER THAN BUILDI	8,499,458.27	
52-1632	ALLOWANCE FOR DEPRECIATION-IMP	( 3,595,296.14)	
52-1651	MACHINERY AND EQUIPMENT	424,531.76	
52-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	( 290,769.38)	
	TOTAL ASSETS		<u>8,518,782.11</u>

LIABILITIES AND EQUITYLIABILITIES

52-2220	WAGES PAYABLE	5,214.64	
52-2230	ST COMPENSATED ABSENCES	24,431.76	
52-2290	NET PENSION LIABILITY	30,799.00	
52-2300	TSSD CLEARING ACCOUNT	145,685.90	
52-2410	DEFERRED INFLOWS-PENSIONS	260.00	
52-2530	LT COMPENSATED ABSENCES	2,154.10	
	TOTAL LIABILITIES		208,545.40

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-2980	BALANCE BEGINNING OF YEAR	8,230,193.90	
	REVENUE OVER EXPENDITURES - YTD	80,042.81	
	BALANCE - CURRENT DATE		<u>8,310,236.71</u>
	TOTAL FUND EQUITY		<u>8,310,236.71</u>
	TOTAL LIABILITIES AND EQUITY		<u>8,518,782.11</u>

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
52-37-11 SEWER SYSTEM USAGE SALES	116,818.12	116,818.12	1,300,000.00	1,183,181.88	9.0
52-37-12 OTHER REVENUE	.00	.00	10,000.00	10,000.00	.0
52-37-16 SEWER CONNECTION FEE	375.00	375.00	5,000.00	4,625.00	7.5
<b>TOTAL OPERATING REVENUES</b>	<b>117,193.12</b>	<b>117,193.12</b>	<b>1,315,000.00</b>	<b>1,197,806.88</b>	<b>8.9</b>
<u>INTEREST AND MISC REVENUE</u>					
52-38-10 INTEREST EARNINGS	.00	.00	160,000.00	160,000.00	.0
<b>TOTAL INTEREST AND MISC REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>160,000.00</b>	<b>160,000.00</b>	<b>.0</b>
<u>TRANSFERS AND CONTRIBUTIONS</u>					
52-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	369,275.00	369,275.00	.0
<b>TOTAL TRANSFERS AND CONTRIBUTIONS</b>	<b>.00</b>	<b>.00</b>	<b>369,275.00</b>	<b>369,275.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>117,193.12</b>	<b>117,193.12</b>	<b>1,844,275.00</b>	<b>1,727,081.88</b>	<b>6.4</b>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
52-81-11 SALARIES & WAGES	13,839.35	13,839.35	189,300.00	175,460.65	7.3
52-81-13 EMPLOYEE BENEFITS	8,744.47	8,744.47	104,700.00	95,955.53	8.4
52-81-14 OVERTIME WAGES	1,628.09	1,628.09	9,000.00	7,371.91	18.1
52-81-15 ON CALL WAGES	515.99	515.99	7,600.00	7,084.01	6.8
52-81-23 TRAVEL	.00	.00	2,750.00	2,750.00	.0
52-81-24 OFFICE SUPPLIES & POSTAGE	498.25	498.25	18,000.00	17,501.75	2.8
52-81-25 EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	10,000.00	10,000.00	.0
52-81-26 BUILDING AND GROUND SUPPLIES	746.48	746.48	12,000.00	11,253.52	6.2
52-81-27 UTILITIES	.00	.00	2,200.00	2,200.00	.0
52-81-28 TELEPHONE	68.59	68.59	3,900.00	3,831.41	1.8
52-81-31 PROFESSIONAL & TECHNICAL	.00	.00	8,000.00	8,000.00	.0
52-81-34 TECHNOLOGY UPDATE	.00	.00	7,000.00	7,000.00	.0
52-81-35 DEPRECIATION EXPENSE	.00	.00	130,000.00	130,000.00	.0
52-81-51 INSURANCE AND SURETY BONDS	9,131.93	9,131.93	10,200.00	1,068.07	89.5
52-81-62 TIMPANOGOS SPECIAL SERVICE DIS	.00	.00	900,000.00	900,000.00	.0
52-81-64 OTHER EXPENSES	1,977.16	1,977.16	34,500.00	32,522.84	5.7
52-81-73 CAPITAL OUTLAY-IMPROVEMENTS	.00	.00	330,000.00	330,000.00	.0
52-81-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	65,125.00	65,125.00	.0
TOTAL SEWER EXPENDITURES	37,150.31	37,150.31	1,844,275.00	1,807,124.69	2.0
TOTAL FUND EXPENDITURES	37,150.31	37,150.31	1,844,275.00	1,807,124.69	2.0
NET REVENUE OVER EXPENDITURES	80,042.81	80,042.81	.00	( 80,042.81)	.0

## ALPINE CITY CORPORATION

## BALANCE SHEET

JULY 31, 2025

## PRESSURIZED IRRIGATION FUND

ASSETS

55-1190	CASH - ALLOCATION TO OTHER FUN	2,549,615.79	
55-1282	2020 BOND FUND 0352420	1,538.24	
55-1311	ACCOUNTS RECEIVABLE	146,228.03	
55-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	( 125.70)	
55-1610	DEFERRED OUTFLOWS-PENSIONS	35,963.00	
55-1631	PRESSURIZED IRRIGATION SYSTEM	16,336,656.30	
55-1632	ACCUMULATION DEPRECIATION-IMPR	( 5,090,581.57)	
55-1633	CONSTRUCTION IN PROGRESS	.70	
55-1651	MACHINERY AND EQUIPMENT	373,570.31	
55-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	( 278,830.30)	
55-1910	DEFERED AMOUNT ON REFUNDING	26,617.02	
	TOTAL ASSETS		14,100,651.82

LIABILITIES AND EQUITYLIABILITIES

55-2141	ACCRUED INTEREST PAYABLE	3,040.71	
55-2220	WAGES PAYABLE	4,585.28	
55-2230	ST COMPENSATED ABSENCES	20,399.95	
55-2290	NET PENSION LIABILITY	21,233.00	
55-2410	DEFERRED INFLOWS-PENSIONS	180.00	
55-2511	CURRENT PORTION OF BONDS	356,000.00	
55-2532	BOND - 2020 WATER REFUNDING	1,473,000.00	
55-2540	LT COMPENSATED ABSENCES	2,154.10	
	TOTAL LIABILITIES		1,880,593.04

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2970	CONTRA ACCOUNT IMPACT FEES 85	282,500.00	
55-2980	BALANCE BEGINNING OF YEAR	11,825,146.07	
	REVENUE OVER EXPENDITURES - YTD	112,412.71	
	BALANCE - CURRENT DATE		12,220,058.78
	TOTAL FUND EQUITY		12,220,058.78
	TOTAL LIABILITIES AND EQUITY		14,100,651.82

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

PRESSURIZED IRRIGATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>						
55-37-11	IRRIGATION WATER SALES	144,028.54	144,028.54	1,150,000.00	1,005,971.46	12.5
55-37-12	OTHER REVENUE	175.00	175.00	1,000.00	825.00	17.5
55-37-16	PRESSURIZED CONNECTION FEE	3,202.65	3,202.65	40,000.00	36,797.35	8.0
	<b>TOTAL OPERATING REVENUES</b>	<b>147,406.19</b>	<b>147,406.19</b>	<b>1,191,000.00</b>	<b>1,043,593.81</b>	<b>12.4</b>
<u>INTEREST AND MISC REVENUE</u>						
55-38-10	INTEREST EARNINGS	.00	.00	60,000.00	60,000.00	.0
	<b>TOTAL INTEREST AND MISC REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>60,000.00</b>	<b>60,000.00</b>	<b>.0</b>
<u>TRANSFERS AND CONTRIBUTIONS</u>						
55-39-11	UNAPPROPRIATED FUND EQUITY	.00	.00	1,381,329.00	1,381,329.00	.0
	<b>TOTAL TRANSFERS AND CONTRIBUTIONS</b>	<b>.00</b>	<b>.00</b>	<b>1,381,329.00</b>	<b>1,381,329.00</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>147,406.19</b>	<b>147,406.19</b>	<b>2,632,329.00</b>	<b>2,484,922.81</b>	<b>5.6</b>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

PRESSURIZED IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
55-40-11 SALARIES & WAGES, ADMINISTRATI	11,879.58	11,879.58	163,200.00	151,320.42	7.3
55-40-13 EMPLOYEE BENEFITS	7,672.03	7,672.03	91,700.00	84,027.97	8.4
55-40-14 OVERTIME WAGES	1,628.09	1,628.09	9,000.00	7,371.91	18.1
55-40-15 ON CALL WAGES	515.97	515.97	5,000.00	4,484.03	10.3
55-40-23 TRAVEL	.00	.00	1,200.00	1,200.00	.0
55-40-25 EQUIPMENT - SUPPLIES & MAINTEN	746.48	746.48	58,000.00	57,253.52	1.3
55-40-26 BUILDING & GROUNDS SUPPLIES	618.85	618.85	25,000.00	24,381.15	2.5
55-40-27 UTILITIES	36.93	36.93	185,000.00	184,963.07	.0
55-40-28 TELEPHONE	67.82	67.82	3,500.00	3,432.18	1.9
55-40-29 OFFICE SUPPLIES & POSTAGE	680.33	680.33	12,000.00	11,319.67	5.7
55-40-31 PROFESSIONAL & TECHNICAL SERVI	.00	.00	5,000.00	5,000.00	.0
55-40-32 ENGINEER SERVICES	.00	.00	10,000.00	10,000.00	.0
55-40-33 TECHNOLOGY UPDATE	.00	.00	7,500.00	7,500.00	.0
55-40-35 DEPRECIATION EXPENSE	.00	.00	223,704.00	223,704.00	.0
55-40-51 INSURANCE & SURETY BONDS	9,131.93	9,131.93	11,200.00	2,068.07	81.5
55-40-62 MISCELLANEOUS SERVICES	.00	.00	33,000.00	33,000.00	.0
55-40-63 OTHER EXPENSES	2,015.47	2,015.47	23,000.00	20,984.53	8.8
55-40-71 CUP WATER	.00	.00	184,000.00	184,000.00	.0
55-40-73 CAPITAL OUTLAY	.00	.00	1,267,500.00	1,267,500.00	.0
55-40-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	35,125.00	35,125.00	.0
55-40-83 BOND PRINCIPAL #8938222	.00	.00	278,700.00	278,700.00	.0
TOTAL EXPENDITURES	34,993.48	34,993.48	2,632,329.00	2,597,335.52	1.3
TOTAL FUND EXPENDITURES	34,993.48	34,993.48	2,632,329.00	2,597,335.52	1.3
NET REVENUE OVER EXPENDITURES	112,412.71	112,412.71	.00	( 112,412.71)	.0

## ALPINE CITY CORPORATION

## BALANCE SHEET

JULY 31, 2025

## STORM DRAIN FUND

ASSETS

56-1190	CASH - ALLOCATION TO OTHER FUN	1,041,242.88	
56-1313	STORM DRAIN ACCTS RECEIVABLE	16,711.35	
56-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	( 267.63)	
56-1610	DEFERRED OUTFLOWS-PENSIONS	14,040.00	
56-1611	LAND	216,055.23	
56-1631	STORM DRAIN IMPROVEMENTS	7,608,247.36	
56-1632	ALLOWANCE FOR DEPRECIATION	( 2,066,039.05)	
	TOTAL ASSETS		<u>6,829,990.14</u>

LIABILITIES AND EQUITYLIABILITIES

56-2220	WAGES PAYABLE	1,439.58	
56-2230	ST COMPENSATED ABSENCES	16,340.35	
56-2290	NET PENSION LIABILITY	8,290.00	
56-2410	DEFERRED INFLOWS-PENSIONS	70.00	
56-2530	LT COMPENSATED ABSENCES	1,352.00	
	TOTAL LIABILITIES		27,491.93

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
56-2920	CONTRA IMPACT FEE	195,975.13	
56-2980	BALANCE BEGINNING OF YEAR	6,606,409.89	
	REVENUE OVER EXPENDITURES - YTD	113.19	
	BALANCE - CURRENT DATE	<u>6,802,498.21</u>	
	TOTAL FUND EQUITY		<u>6,802,498.21</u>
	TOTAL LIABILITIES AND EQUITY		<u>6,829,990.14</u>

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
56-37-11 STORM DRAIN REVENUE	16,046.06	16,046.06	200,000.00	183,953.94	8.0
56-37-12 OTHER REVENUE	.00	.00	1,000.00	1,000.00	.0
56-37-13 SWPP FEE	900.00	900.00	14,000.00	13,100.00	6.4
TOTAL OPERATING REVENUES	16,946.06	16,946.06	215,000.00	198,053.94	7.9
<u>INTEREST AND MISC REVENUE</u>					
56-38-10 INTEREST EARNINGS	.00	.00	47,000.00	47,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	47,000.00	47,000.00	.0
<u>SOURCE 39</u>					
56-39-12 UNAPPROPRIATED FUND EQUITY	.00	.00	162,150.00	162,150.00	.0
TOTAL SOURCE 39	.00	.00	162,150.00	162,150.00	.0
TOTAL FUND REVENUE	16,946.06	16,946.06	424,150.00	407,203.94	4.0

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
56-40-11 SALARIES & WAGES, ADMINISTRATI	4,469.38	4,469.38	64,600.00	60,130.62	6.9
56-40-13 EMPLOYEE BENEFITS	2,884.19	2,884.19	39,200.00	36,315.81	7.4
56-40-14 OVERTIME WAGES	.00	.00	1,000.00	1,000.00	.0
56-40-20 PLANNING	.00	.00	500.00	500.00	.0
56-40-21 BOOKS, SUBSCRIPTIONS & MEMBERS	200.00	200.00	4,000.00	3,800.00	5.0
56-40-23 TRAVEL	.00	.00	650.00	650.00	.0
56-40-24 OFFICE SUPPLIES & POSTAGE	.00	.00	500.00	500.00	.0
56-40-26 BUILDING & GROUND SUPPLIES	.00	.00	4,500.00	4,500.00	.0
56-40-27 STORM DRAIN UTILITIES	45.27	45.27	.00	( 45.27)	.0
56-40-34 TECHNOLOGY UPDATE	.00	.00	5,500.00	5,500.00	.0
56-40-35 DEPRECIATION EXPENSE	.00	.00	83,500.00	83,500.00	.0
56-40-51 INSURANCE	9,131.87	9,131.87	10,200.00	1,068.13	89.5
56-40-62 MISCELLANEOUS SERVICES	102.16	102.16	10,000.00	9,897.84	1.0
56-40-73 CAPITAL OUTLAY	.00	.00	200,000.00	200,000.00	.0
TOTAL EXPENDITURES	<u>16,832.87</u>	<u>16,832.87</u>	<u>424,150.00</u>	<u>407,317.13</u>	<u>4.0</u>
TOTAL FUND EXPENDITURES	<u>16,832.87</u>	<u>16,832.87</u>	<u>424,150.00</u>	<u>407,317.13</u>	<u>4.0</u>
NET REVENUE OVER EXPENDITURES	<u>113.19</u>	<u>113.19</u>	<u>.00</u>	<u>( 113.19)</u>	<u>.0</u>

ALPINE CITY CORPORATION  
BALANCE SHEET  
JULY 31, 2025

TRUST AND AGENCY FUND

ASSETS

70-1190 CASH - ALLOCATION TO OTHER FUN

805,443.12

TOTAL ASSETS

805,443.12

LIABILITIES AND EQUITY

## ALPINE CITY CORPORATION

## BALANCE SHEET

JULY 31, 2025

## TRUST AND AGENCY FUND

LIABILITIES

70-2300	BOND FOR BECK PINES PLAT A	4,167.30
70-2301	CHERRYPOINT ROAD PRESERVATION	14,513.70
70-2302	BOND FOR BECK PINES PLAT C	3,715.54
70-2303	DRAINAGE BOND MCFADDEN	20,000.00
70-2304	LEGACY HEIGHTS PLAT A	7,557.88
70-2305	ALPINE FITNEES BOND	13,882.00
70-2307	BASEBALL FIELD #4	41,990.00
70-2308	BLANK UTILITIES BOND	1,600.00
70-2310	BOND FOR HERITAGE HILLS	10,800.00
70-2311	ESCROW BOND BATEMAN LANE	13,067.20
70-2332	BROOKSIDE CT 3 FALLS SEALCOAT	3,000.00
70-2333	RIDGE@ALPINE PHASE 5 SEALCOAT	22,860.75
70-2334	LAYTON SUBDIVISION SEALCOAT	7,400.00
70-2338	REGAN PACK SIDEWALK BOND	2,852.00
70-2345	ALPINE RIDGE PHASE 5 OAK VIEW	3,323.20
70-2346	FORT CREEK MANOR PLAT A	7,014.30
70-2347	THREE FALLS FLOCK CAMERAS	5,700.00
70-2373	ALPINE VIEW ESTATES	3,509.00
70-2384	JECCO FARM ROAD IMPROVEMENTS	1,611.00
70-2401	20-BROOKSIDE MEADOWS ROAD FUND	13,275.00
70-2422	CASH BOND TERRY PEARCE SITE	1,007.20
70-2425	ESCROW BOND 1095 E WATKINS LN	880.00
70-2430	ESCROW RIDGE DRIVE SIDEWALK	1,323.00
70-2432	ESCROW 648 N PATTERSON LN C&G	2,400.00
70-2445	CASH BOND FOR NORTH GROVE DR	11,866.20
70-2446	BOND FOR BURGESS PL SIDEWALK	400.00
70-2449	RED DEER CONSTRUCTION	6,312.00
70-2450	PERRY/APPLE CREEK ACRES	84.00
70-2451	ALPINE ACRES PLAT C C&G	2,240.00
70-2453	CARL PACK STREET ESCROW	12,279.17
70-2454	JOANN PACK STREET ESCROW	12,198.38
70-2455	WAYNE PACK STREET ESCROW	12,198.38
70-2456	LORRAINE WALZ STREET ESCROW	13,727.00
70-2457	JONES SITE PLAN 253 N 200 E	547.00
70-2458	VINTAGE PLACE B	845.00
70-2462	20-MONTEDELLA SUBDIVISION	175,800.34
70-2465	PEARCE (TERRY) PEARCE PLAT A	42,378.75
70-2470	22-SILVERHAWK BOND-GRENNY	5,000.00
70-2471	SUMMIT POINT RECLAM BOND	3,955.00
70-2538	WILLIS BECKSTEAD - WATER MAIN	280.61
70-2544	DON ROGERS - FORT CANYON	1,291.31
70-2545	DON ROGERS - FORT CANYON	12,918.62
70-2572	BOND FOR JAMES MOYLE	3,010.00
70-2579	BOND FOR RED PINE DRIVE	2,995.00
70-2585	VEIN TOWLE BARN BOND	24,033.15
70-2586	BOND FOR DAVID PEIRCE 600 S	904.00
70-2591	BOND FOR RIVER MEADOWS OFC PK	4,012.50
70-2599	BOND FOR 300 NORTH EXTENTION	10,586.00
	TOTAL LIABILITIES	567,311.48
	<u>FUND EQUITY</u>	
70-2603	ELKRIDGE LUXURY ESTATES BOND	61,160.00

ALPINE CITY CORPORATION  
 BALANCE SHEET  
 JULY 31, 2025

TRUST AND AGENCY FUND

UNAPPROPRIATED FUND BALANCE:			
70-2974	24-JACKSON HGT PLAT B SIDEWALK	7,600.00	
70-2980	BALANCE BEGINNING OF YEAR	<u>169,371.64</u>	
	BALANCE - CURRENT DATE		<u>176,971.64</u>
	TOTAL FUND EQUITY		<u>238,131.64</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>805,443.12</u></u>

ALPINE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

TRUST AND AGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST AND MISC REVENUE</u>					
70-38-10 INTEREST REVENUE	.00	.00	34,000.00	34,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	34,000.00	34,000.00	.0
TOTAL FUND REVENUE	.00	.00	34,000.00	34,000.00	.0

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

TRUST AND AGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
70-40-64 MISCELLANEOUS EXPENSES	.00	.00	34,000.00	34,000.00	.0
TOTAL EXPENDITURES	.00	.00	34,000.00	34,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	34,000.00	34,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
JULY 31, 2025

CEMETERY PERPETUAL CARE FUND

<u>ASSETS</u>			
71-1190	CASH - ALLOCATION TO OTHER FUN	1,780,542.67	
	TOTAL ASSETS		1,780,542.67
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
71-2980	BALANCE BEGINNING OF YEAR	1,773,567.67	
	REVENUE OVER EXPENDITURES - YTD	6,975.00	
	BALANCE - CURRENT DATE	1,780,542.67	
	TOTAL FUND EQUITY		1,780,542.67
	TOTAL LIABILITIES AND EQUITY		1,780,542.67

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JULY 31, 2025

CEMETERY PERPETUAL CARE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
71-33-56 CEMETERY LOT PAYMENTS	6,375.00	6,375.00	20,000.00	13,625.00	31.9
71-33-58 UPRIGHT MONUMENT	600.00	600.00	2,500.00	1,900.00	24.0
TOTAL INTERGOVERNMENTAL REVENUE	6,975.00	6,975.00	22,500.00	15,525.00	31.0
<u>INTEREST AND MISC REVENUE</u>					
71-38-10 INTEREST REVENUE	.00	.00	45,000.00	45,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	45,000.00	45,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
71-39-10 FUND SURPLUS	.00	.00	102,500.00	102,500.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	102,500.00	102,500.00	.0
TOTAL FUND REVENUE	6,975.00	6,975.00	170,000.00	163,025.00	4.1

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

CEMETERY PERPETUAL CARE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
71-40-64 OTHER EXPENSES	.00	.00	170,000.00	170,000.00	.0
TOTAL EXPENDITURES	.00	.00	170,000.00	170,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	170,000.00	170,000.00	.0
NET REVENUE OVER EXPENDITURES	6,975.00	6,975.00	.00	( 6,975.00)	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
JULY 31, 2025

WATER IMPACT FEES

<u>ASSETS</u>			
81-1190	CASH - ALLOCATION FROM GENERAL		771,811.65
	TOTAL ASSETS		771,811.65
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
81-2970	CONTRA ACCOUNT IMPACT FEES 51	( 297,053.91)	
81-2980	BALANCE BEGINNING OF YEAR	1,053,746.69	
	REVENUE OVER EXPENDITURES - YTD	15,118.87	
	BALANCE - CURRENT DATE		771,811.65
	TOTAL FUND EQUITY		771,811.65
	TOTAL LIABILITIES AND EQUITY		771,811.65

ALPINE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

WATER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
81-37-20 WATER IMPACT FEES	15,118.87	15,118.87	135,000.00	119,881.13	11.2
TOTAL OPERATING REVENUES	15,118.87	15,118.87	135,000.00	119,881.13	11.2
<u>INTEREST AND MISC REVENUE</u>					
81-38-10 INTEREST EARNINGS	.00	.00	35,000.00	35,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	35,000.00	35,000.00	.0
TOTAL FUND REVENUE	15,118.87	15,118.87	170,000.00	154,881.13	8.9

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

WATER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
81-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	.00	170,000.00	170,000.00	.0
TOTAL IMPACT FEE PROJECTS	.00	.00	170,000.00	170,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	170,000.00	170,000.00	.0
NET REVENUE OVER EXPENDITURES	15,118.87	15,118.87	.00	( 15,118.87)	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
JULY 31, 2025

SEWER IMPACT FEES

<u>ASSETS</u>			
82-1190	CASH - ALLOCATION FROM GENERAL	168,155.45	
	TOTAL ASSETS		<u>168,155.45</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
82-2980	BALANCE BEGINNING OF YEAR	167,430.41	
	REVENUE OVER EXPENDITURES - YTD	<u>725.04</u>	
	BALANCE - CURRENT DATE	<u>168,155.45</u>	
	TOTAL FUND EQUITY		<u>168,155.45</u>
	TOTAL LIABILITIES AND EQUITY		<u>168,155.45</u>

ALPINE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

SEWER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
82-37-20 SEWER IMPACT FEES	725.04	725.04	25,000.00	24,274.96	2.9
TOTAL OPERATING REVENUES	725.04	725.04	25,000.00	24,274.96	2.9
TOTAL FUND REVENUE	725.04	725.04	25,000.00	24,274.96	2.9

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

SEWER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
82-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	.00	25,000.00	25,000.00	.0
TOTAL IMPACT FEE PROJECTS	.00	.00	25,000.00	25,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	25,000.00	25,000.00	.0
NET REVENUE OVER EXPENDITURES	725.04	725.04	.00	( 725.04)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

JULY 31, 2025

PI IMPACT FEES

ASSETS

85-1190	CASH - ALLOCATION FROM GENERAL		595,170.54
	TOTAL ASSETS		<u>595,170.54</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
85-2970	CONTRA ACCOUNT IMPACT FEES 55	( 282,500.00)	
85-2980	BALANCE BEGINNING OF YEAR	870,947.91	
	REVENUE OVER EXPENDITURES - YTD	<u>6,722.63</u>	
	BALANCE - CURRENT DATE		<u>595,170.54</u>
	TOTAL FUND EQUITY		<u>595,170.54</u>
	TOTAL LIABILITIES AND EQUITY		<u>595,170.54</u>

ALPINE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

PI IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
85-37-20 PI IMPACT FEES	6,722.63	6,722.63	200,000.00	193,277.37	3.4
TOTAL OPERATING REVENUES	6,722.63	6,722.63	200,000.00	193,277.37	3.4
<u>INTEREST AND MISC REVENUE</u>					
85-38-10 INTEREST EARNINGS	.00	.00	27,500.00	27,500.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	27,500.00	27,500.00	.0
TOTAL FUND REVENUE	6,722.63	6,722.63	227,500.00	220,777.37	3.0

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

PI IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
85-40-45 PROJECTS	.00	.00	116,000.00	116,000.00	.0
85-40-86 BOND PI INTEREST AND PRINCIPAL	.00	.00	111,500.00	111,500.00	.0
TOTAL EXPENDITURES	.00	.00	227,500.00	227,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	227,500.00	227,500.00	.0
NET REVENUE OVER EXPENDITURES	6,722.63	6,722.63	.00	( 6,722.63)	.0

ALPINE CITY CORPORATION  
 BALANCE SHEET  
 JULY 31, 2025

STORM DRAIN IMPACT FEES

<u>ASSETS</u>		
86-1190	CASH - ALLOCATION FROM GENERAL	221,917.86
	TOTAL ASSETS	<u>221,917.86</u>
<u>LIABILITIES AND EQUITY</u>		
<u>FUND EQUITY</u>		
	UNAPPROPRIATED FUND BALANCE:	
86-2920	CONTRA IMPACT FEE	( 195,975.13)
86-2980	BALANCE BEGINNING OF YEAR	<u>417,892.99</u>
	BALANCE - CURRENT DATE	<u>221,917.86</u>
	TOTAL FUND EQUITY	<u>221,917.86</u>
	TOTAL LIABILITIES AND EQUITY	<u>221,917.86</u>

ALPINE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

STORM DRAIN IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
86-37-20 STORM DRAIN IMPACT FEES	.00	.00	25,000.00	25,000.00	.0
TOTAL OPERATING REVENUES	.00	.00	25,000.00	25,000.00	.0
<u>INTEREST AND MISC REVENUE</u>					
86-38-10 INTEREST EARNINGS	.00	.00	11,000.00	11,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	11,000.00	11,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
86-39-10 FUND BALANCE APPROPRIATION	.00	.00	14,000.00	14,000.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	14,000.00	14,000.00	.0
TOTAL FUND REVENUE	.00	.00	50,000.00	50,000.00	.0

ALPINE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JULY 31, 2025

STORM DRAIN IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
86-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	.00	50,000.00	50,000.00	.0
TOTAL IMPACT FEE PROJECTS	.00	.00	50,000.00	50,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	50,000.00	50,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

## ALPINE CITY CORPORATION

## BALANCE SHEET

JULY 31, 2025

## FUND 91

ASSETS

91-1611	LAND	22,972,643.75	
91-1621	BUILDINGS	2,667,722.67	
91-1631	IMPROVEMENTS OTHER THAN BUILDINGS	45,369,771.97	
91-1651	MACHINERY AND EQUIPMENT	1,821,378.78	
91-1690	ACCUMULATED DEPRECIATION	( 28,169,455.97)	
	TOTAL ASSETS		<u>44,662,061.20</u>

LIABILITIES AND EQUITYFUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	38,150,052.63	
91-2985	ADDITIONS - CURRENT YEAR	6,512,008.57	
	BALANCE - CURRENT DATE		<u>44,662,061.20</u>
	TOTAL FUND EQUITY		<u>44,662,061.20</u>
	TOTAL LIABILITIES AND EQUITY		<u>44,662,061.20</u>

ALPINE CITY CORPORATION  
BALANCE SHEET  
JULY 31, 2025

GENERAL LONG-TERM DEBT

<u>ASSETS</u>			
95-1610	DEFERRED OUTFLOW PENSION	179,615.00	
95-1611	AMOUNT TO BE PROVIDED-GEN FUND	29,515.56	
	TOTAL ASSETS		209,130.56
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
95-2090	SWEEPER LEASE	.01	
95-2290	NET PENSION LIABILITY	106,042.00	
95-2410	DEFERRED INFLOWS PENSION	896.00	
	TOTAL LIABILITIES		106,938.01
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
95-2940	ACC COMP ABSENCES-CURRENT	95,592.89	
95-2950	ACC COMP ABSENCES	6,599.66	
	BALANCE - CURRENT DATE	102,192.55	
	TOTAL FUND EQUITY		102,192.55
	TOTAL LIABILITIES AND EQUITY		209,130.56



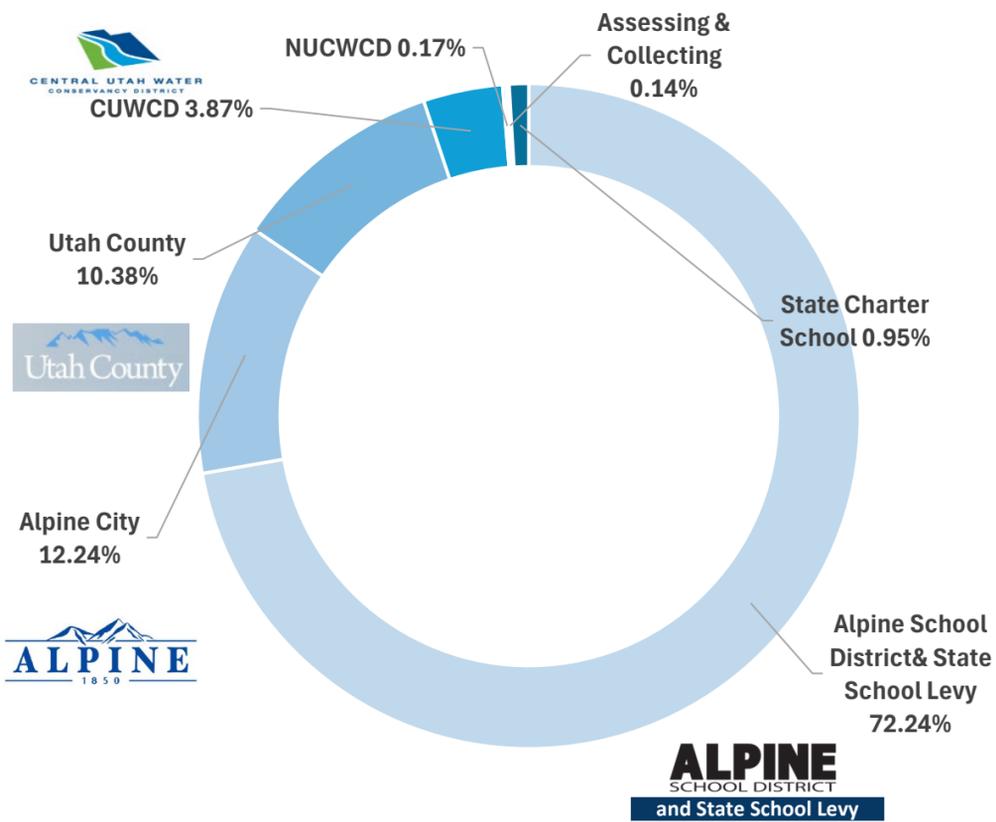
# ALPINE

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## **Citizen's Budget Report Fiscal Year 2026 7/25-6/26**



## How Is My Property Tax Distributed?



Property tax revenue is distributed among seven entities that serve our community. For a home valued at \$1 million in 2025, the city received about \$660.55 out of the total property tax amount of approximately \$5,397.15.

The majority of property tax revenue (72.24%) is allocated to the Alpine School District and other taxes related to schools.

### The remaining funds are distributed among several entities:

- Alpine City (12.24%)
- Utah County (10.38%)
- Central Utah Water Conservancy District (3.87%)
- Assessing & Collecting (0.14%)
- State Charter School (0.95%)
- North Utah County Water District (0.17%)

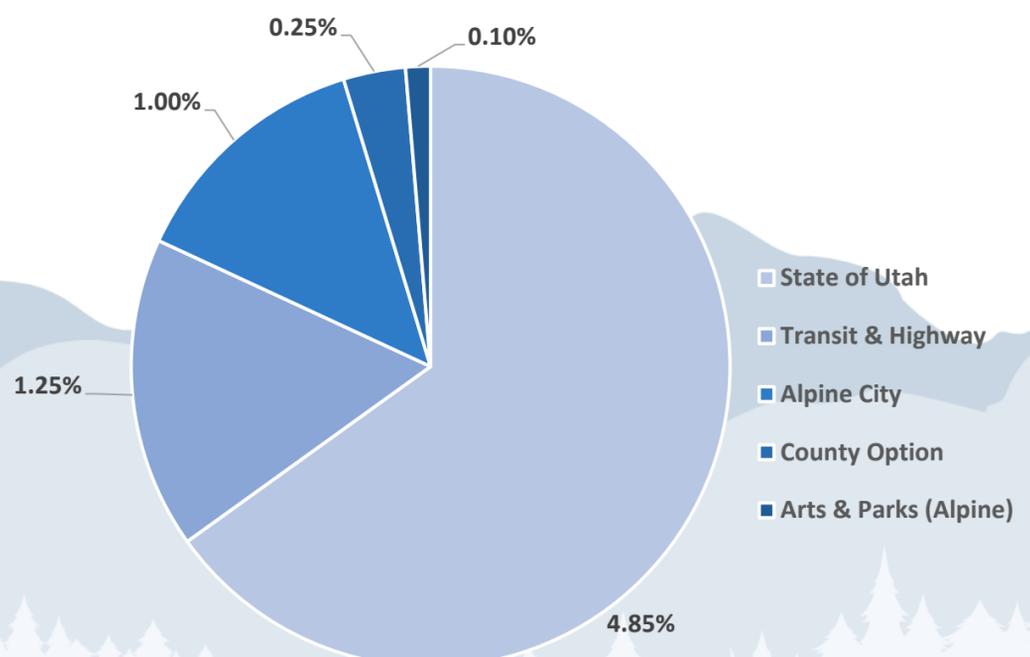
Note: Residential properties that serve as someone's primary residence receive an exemption of 45% of fair market value. As a result, the primary residence is only assessed and taxed based on the remaining 55% of its fair market value. One acre of land per residence and the buildings and improvements associated with the primary residence receive the 45% exemption. The owner may need to apply with the county assessor to receive the exemption.

Source: Utah County Treasurer

## How Are My Sales Tax Generated & Distributed?

Sales tax revenue is generated from every transaction that takes place in the city. Online sales will reference the zip code used.

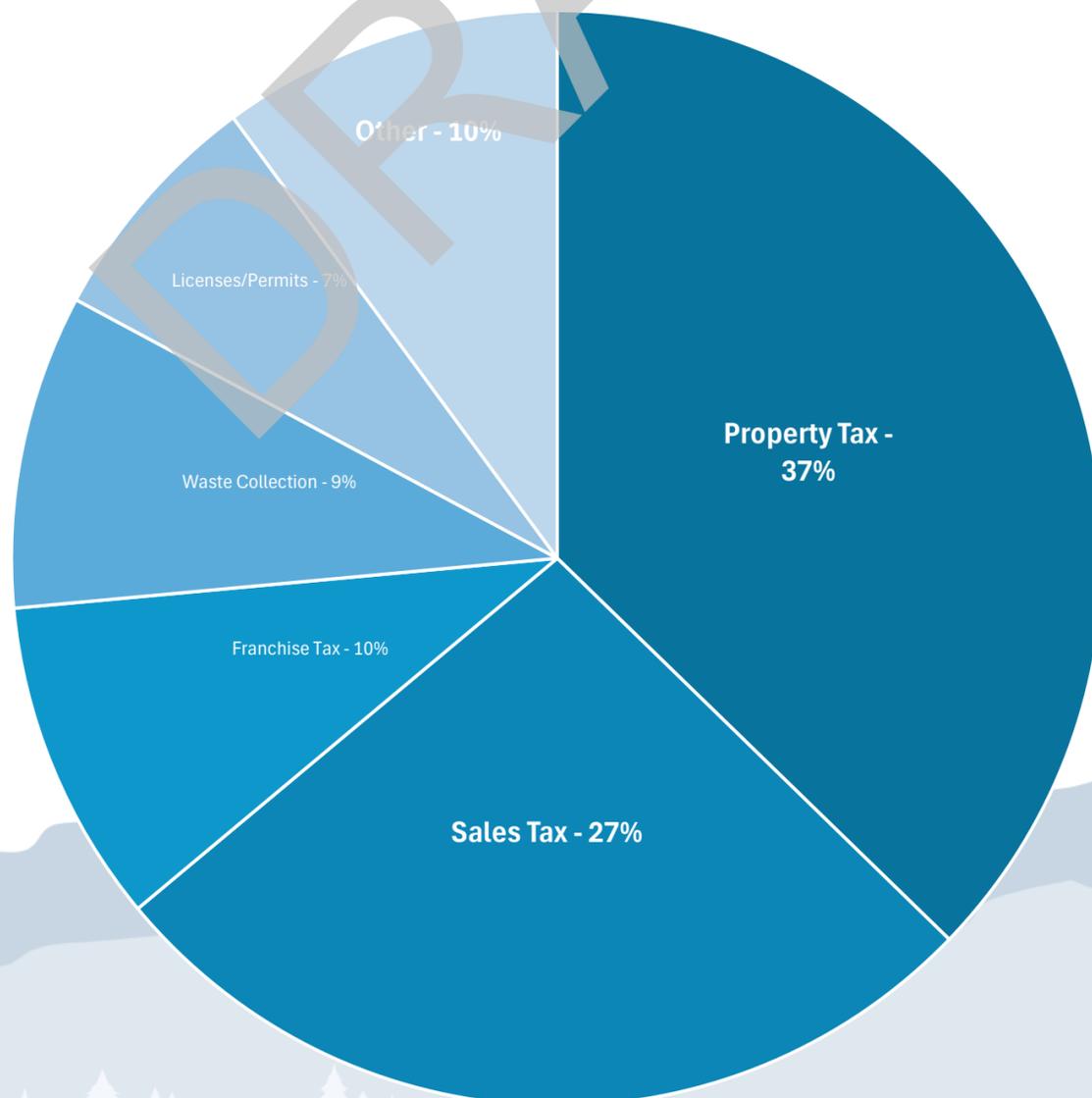
In Alpine, sales are taxed at a rate of 7.45%, with 1% allocated to the city's general fund and 0.10% specifically designated for the arts & parks. The remaining 6.35% is collected by the State of Utah and Utah County, with portions of that revenue being redistributed to municipalities, including Alpine.



Source: Utah Code Title 59, Sales & Use Tax Act

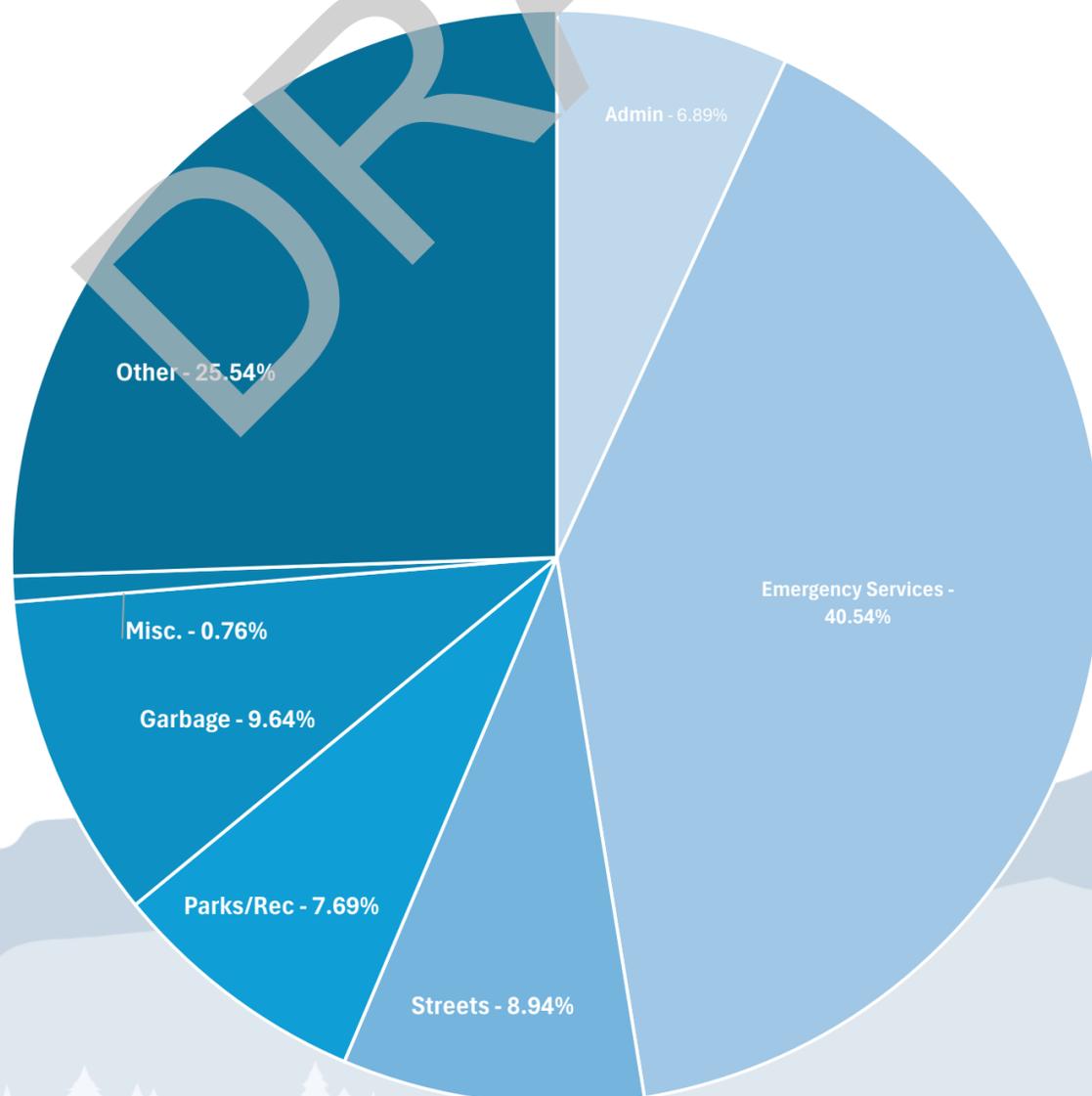
## REVENUES - \$7,865,188

General Fund Revenue - FY2026	
Property Tax	\$2,929,800
Sales Tax	\$2,100,000
Franchise Tax	\$ 754,500
Waste Collection	\$730,000
Licenses and Permits	\$555,000
Other Revenue	
Intergovernmental	\$29,122
Miscellaneous	\$210,500
Interest	\$150,000
Charges for Services	\$122,266
Motor Vehicle Tax	\$135,000
Traffic Fines	\$84,000
Facility Rent	\$65,000
<b>Total</b>	<b>\$7,865,188</b>



## EXPENDITURES - \$7,865,188

General Fund Expenses - FY2026	
Administration	\$542,000
Emergency Services	\$3,188,501
Streets	\$703,075
Parks & Recreation	\$604,696
Cemetery	\$214,800
Garbage	\$758,550
Miscellaneous/Transfers	\$59,666
Other Expenses	
Court	\$115,200
Treasurer	\$60,500
Elections	\$40,350
Government Buildings	\$1,055,200
Building Inspection	\$179,600
Planning & Zoning	\$343,050
<b>Total</b>	<b>\$7,865,188</b>



# Alpine Overview



**\$893,400**

Median Home Value  
(2023)



**10,298**

Total Population  
(2023)



**\$156,786**

Median Household  
Income (2023)



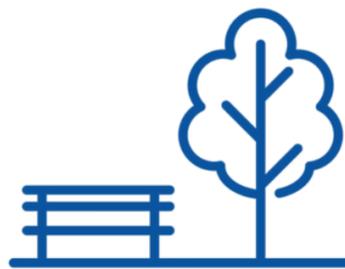
**7.96**

Total Square Miles



**3.43**

Average Family Size  
(2023)



**85+**

Acres of Landscaped  
Parks



**22**

Number of  
New Home Building  
Permits (2024)



**1,976,817,000**

Gallons of Water  
Delivered – Culinary &  
PI (2024)

## Capital Projects:



### Street Maintenance

The City continues to invest in street maintenance. For FY2026, \$1M was budgeted for overlays, seal coats, crack seal, striping, concrete replacements and other street maintenance. An additional \$1M grant was received for street maintenance. Look for street maintenance projects to begin in August 2025.



### Parks

Improvements are planned for city parks to improve water efficiency and to prevent vandalism. Weather-based sprinkler timers are going to be installed in Burgess Park and the cemetery. Additional cameras will be installed in parks throughout the city.

The parking lot at the south entrance to Lambert Park will also be expanded to accommodate more park users. The expansion will take place north of the existing parking lot.



### Fire Station Remodel/Addition

The fire station project is progressing with funding being approved in the FY2026 budget (\$5M total \$3M from FY'26 budget). The City is in the process of hiring a general contractor that will be responsible for the construction of the project. The project is anticipated to be completed in late 2026.



### Canyon Crest Project

Alpine and Highland were awarded another grant from Mountainland Association of Governments (covers 93% of project cost) for improvements to Canyon Crest Rd./4800 West from the roundabout to SR-92. The improvements are planned to include a paved trail that will provide a connection from Alpine to the Murdock Canal Trail.



### Improvements Funded with PARC Tax

Starting in the fall of 2025 there will be improvements installed in parks that have been funded with PARC (Parks, Arts, Recreation, & Culture) tax revenue, including a new pavilion at Burgess Park, benches and garbage cans. Each improvement will have an Alpine City PARC logo on it as a reminder of how the improvement was funded.

If you have any questions regarding the budget report, please contact Shane L. Sorensen, P.E., City Administrator, at [ssorensen@alpineut.gov](mailto:ssorensen@alpineut.gov) or 801-756-6347.

## ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Canvass and Certify the 2025 Primary Election Results

**FOR CONSIDERATION ON:** August 26, 2025

**PETITIONER:** City Staff

**ACTION REQUESTED BY PETITIONER:** Canvass and certify the 2025 primary election results.

### **BACKGROUND INFORMATION:**

The pre-canvass of the 2025 Primary Election took place daily beginning on August 12, and updates were posted by Utah County as they became available. Pursuant to State law (UCA 20A-4-301(2)), it is necessary that the City Council, as the Board of Canvassers, canvass the 2025 Primary Election no later than fourteen days after the election, certify vote totals, and declare the results of the Primary Election.

### **STAFF RECOMMENDATION:**

Canvass and certify the 2025 primary elections results.

### **SAMPLE MOTION TO APPROVE:**

I move that the Alpine City Council, acting as Board of Canvassers, approve the Election Canvass Returns to certify the 2025 Primary Election results, and to declare **[four candidates – results provided by Utah County at noon on 8/26/2025]** as winners of the Primary Election.

**Explanation:** The County will send us official reports on the Primary Election details after their canvass meeting at noon, next Tuesday August 26. I will send results to you as soon as I receive them. We are sorry that the timing is so tight. Tuesday is the last day we can certify.

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Review of Guest Houses Proposal

**FOR CONSIDERATION ON:** August 26<sup>th</sup>, 2025

**PETITIONER:** Newell Whitney-Property Owner

**ACTION REQUESTED BY PETITIONER:** Approval of Proposed Guest House

**Review Type:** Administrative

### **BACKGROUND INFORMATION:**

A proposal has been submitted to construct a guest house on the property located at **747 W Ranch Circle**. The property, owned by Newell Whitney, is just over five acres in size. The proposed guest house would be located over 120 feet from the main dwelling, more than 200 feet from the rear property line, with side yard setbacks of 40 feet on the west side and over 216 feet on the east side. These setbacks exceed the minimum requirements established in the Alpine Development Code for a guest house.

The property is within the CR-40,000 zone, where guest houses are permitted through a Conditional Use Permit (CUP). Additional requirements and review criteria for such uses are outlined in Section 3.23.060 of the Alpine Development Code.

City staff have reviewed the application under the standards in Section 3.23 and found that the proposal complies with all applicable requirements. Because guest houses are a conditional use in this zone, the City may impose additional conditions to mitigate any potential detrimental effects of the proposed use.

If the City Council approves this application, City staff and the Building Department will conduct further review for compliance with setbacks, building height, and all applicable building code requirements during the building permit process.

The Planning Commission reviewed this item during their July 29<sup>th</sup> meeting. It was discussed that the property owner would also be required to purchase and record a half-acre of water if approved as well as fees to be paid during the building permit process.

Questions from the Planning Commission addressed rules for guest houses, including owner-occupancy requirements, use by a single family, prohibition of commercial use, and restrictions on rentals shorter than 30 days (while allowing long-term rentals). No public comments or opposition were made and the wooded location was seen as maintaining privacy and buffering. With no identified detrimental impacts, the Planning Commission recommended approval of the proposal.

### CONDITIONAL USE PERMITS (CUP)

A Conditional Use Permit (CUP) allows specific land uses listed in each zone that, because of their unique nature, may require additional review and conditions to address potential impacts. Typical impacts may include increased traffic, noise, or environmental concerns.

Under Utah Code § 10-9a-507, a CUP must be approved if reasonable conditions can mitigate any anticipated detrimental effects of the proposed use.

### **CITY CODE REFERENCE**

- Alpine Development Code 3.04.030 – Conditional Uses
- Alpine Development Code 3.23 – Conditional Uses

See attached staff analysis for further details.

### **NOTICING**

A public hearing is not required by State or City Code for this item by the Planning Commission or City Council.

### **STAFF RECOMMENDATION**

Based on the information provided by the applicant and the review conducted, staff finds that the proposal meets the applicable standards in the Alpine Development Code. Staff will also coordinate with the applicant regarding hookup fees, which are typically collected during the building permit process. Additionally, the City Recorder is working with the applicant to secure the necessary water rights for the guest house; this must be completed before a building permit is issued if the CUP is approved.

If the City Council identifies any potential detrimental impacts, it may impose reasonable conditions to mitigate those impacts. Note that Alpine City Code already prohibits:

- More than one family residing in the guest house
- Use of the guest house as a short-term rental
- Any commercial use

These prohibitions are automatically enforced and do not need to be added as separate conditions.

## **SAMPLE MOTIONS**

### **Motion to Approve:**

*I move to approve the Conditional Use Permit for a guest house located at 747 W Ranch Circle, as proposed.*

### **Motion to Approve with Conditions:**

*I move to approve the Conditional Use Permit for a guest house located at 747 W Ranch Circle, with the following conditions:*

*\*Insert Conditions*

### **Motion to Table or Deny:**

*\*\*I move to table/deny the Conditional Use Permit for a guest house located at 747 W Ranch Circle, based on the following findings:*

*\*Insert findings*









































# MEMORANDUM

**TO:** Alpine City Council & Planning Commission

**FROM:** Ryan Robinson, Assistant City Administrator/Planner

**DATE:** July 29, 2025 + August 26th, 2025

**SUBJECT:** Conditional Use Permit Review – Guest House at 747 W Ranch Circle

## **Review Conditions and Criteria (Alpine Development Code § 3.23.060)**

Per Alpine Development Code § 3.23.060, guest houses may be allowed as a conditional use upon approval by the City Council after a recommendation from the Planning Commission, subject to compliance with the following criteria:

### **1. Guest houses must be listed as a conditional use within the zone.**

- The subject property is located in the **CR-40,000 Zone**, where guest houses are listed as a conditional use (CUP).

### **2. Lot size requirement: minimum of five (5) acres.**

- The parcel located at 747 W Ranch Circle is 5.098 acres, per the Utah County Parcel Map.

### **3. Setbacks:**

Guest house must be located not less than 30 feet to the rear of the primary dwelling and not closer than 12 feet to any side or rear property line.

- Based on staff analysis:
  - Approximate distance to primary dwelling: ~120 feet (measured with Adobe measuring tool).
  - Side yard setbacks: 40 feet to the west; 216 feet to the east.
  - Rear property line: guest house is located over 200 feet away.
- These measurements exceed minimum setback requirements.

### **4. Utilities:**

Guest house must use the same water and sewer service as the principal dwelling.

- The proposed plan indicates connections to existing sewer, gas, and water services.

### **5. Hookup fees:**

The hookup fees for a single-unit dwelling with a guest house shall be **1.5 times** the standard single-family dwelling rate.

- These fees will be collected following CUP approval and during the building permit review process.

#### **6. Site integration and access:**

The guest house must be integrated into the overall site plan for the principal dwelling and lot area.

Vehicular access must use the same driveway as the primary dwelling, unless a separate driveway can be accessed from another public right-of-way.

- The guest house will use the existing access from Ranch Circle; no secondary driveway is required.

#### **7. Site plan requirement:**

Prior to approval, a site plan must be submitted showing the proposed location of the guest house, provision for utilities, vehicular access, and compliance with other standards and conditions.

- This site plan is scheduled for review on the July 29th Planning Commission agenda.

#### **8. Water rights:**

- Applicants must convey to the City  $\frac{1}{2}$  **acre-foot** of water rights for the guest house.
- The applicant, **Newell Whitney**, is coordinating with the City Recorder (DeAnn) and another resident to secure the necessary water share.

### **Summary**

Staff finds that the proposal complies with the requirements set forth in Alpine Development Code § 3.23.060, subject to standard conditions and completion of required steps (water rights conveyance and collection of hookup fees). The item is scheduled for review at the Planning Commission meeting on July 29, 2025.

# ALPINE CITY COUNCIL AGENDA

**SUBJECT: Resolution R2025-20: Approval of Interlocal Cooperation Agreement with Utah County for Library Services**

**FOR CONSIDERATION ON: August 26<sup>th</sup>, 2024**

**PETITIONER: City Staff**

**ACTION REQUESTED BY PETITIONER: Review and consider approval of Resolution R2025-20, including an interlocal cooperation agreement with Utah County for library services.**

**BACKGROUND INFORMATION:**

Alpine City has contracted with Utah County for many years to provide library services through the Bookmobile. As outlined in the agreement, the Bookmobile will stop in Alpine on Tuesdays, every other week (24 times per year) at the following locations:

- Tuesday, every other week (24 times per year)
- River Meadows Senior Living, 10:15-12:00 (1.75 hours) for a total of 42 hours.
- Creekside Park, 12:30-2:30 (2 hours) for a total of 48 hours.
- 100 North Main, LDS Chapel, 3:00-5:00 (2 hours) for a total of 48 hours

This service is provided at a cost of \$13,596. Funds were included in the FY2026 budget for this service.

The Utah State Library Program Manager over Bookmobile and Rural Services has provided relevant data regarding the services provided (see attached page).

**STAFF RECOMMENDATION:**

Review and approve Resolution R2025-20, including an Interlocal Cooperation Agreement with Utah County for library services.

**SAMPLE MOTION TO APPROVE:**

I move to approve Resolution R2025-20, including an Interlocal Cooperation Agreement with Utah County for library services.

**SAMPLE MOTION TO APPROVE WITH CONDITIONS:**

I move to approve Resolution R2025-20, including an Interlocal Cooperation Agreement with Utah County for library services with the following conditions/changes:

- **\*\*insert finding\*\***

**SAMPLE MOTION TO TABLE/DENY:**

I move to table/deny the Resolution R2025-20 based on the following:

- **\*\*insert finding\*\***

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH COUNTY, UTAH, AND ALPINE CITY REGARDING LIBRARY SERVICES**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as "COUNTY", and ALPINE CITY, a political subdivision of the State of Utah, with its office located at 20 North Main, Alpine 84004, hereinafter referred to as "ALPINE".

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

**WHEREAS**, the parties desire to establish a joint undertaking to provide library and bookmobile services for the residents of ALPINE;

**NOW, THEREFORE**, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. EFFECTIVE DATE; DURATION**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by the executive or executive body of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement

shall be from July 1, 2025, until June 30, 2026. This Interlocal Cooperation Agreement shall take effect upon its review as to proper form and compliance with applicable law by the Utah County Attorney's Office and the attorney for ALPINE. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the keeper of records of each of the parties hereto.

## **Section 2. ADMINISTRATION OF AGREEMENT**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Utah Code Section 11-13-207, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk shall specify and further agrees that said books shall be open for examination by COUNTY and ALPINE, at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Interlocal Agreement during this joint undertaking. The parties further agree that they will not acquire, hold, or dispose of any personal property during this joint undertaking.

## **Section 3. PURPOSES**

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and ALPINE, for the purpose of a joint undertaking to provide library and bookmobile service for the residents of ALPINE through making stops by the COUNTY'S bookmobile at the following locations within ALPINE:

- Tuesday, every other week (24 times per year)
- a. River Meadows Senior Living, 10:15-12:00 (1.75 hours) for a total of 42 hours.
- b. Creekside Park, 12:30-2:30 (2 hours) for a total of 48 hours.
- c. 100 North Main, LDS Chapel, 3:00-5:00 (2 hours) for a total of 48 hours.

**Section 4. MANNER OF FINANCING**

ALPINE agrees to pay the sum of \$13,596.00 to COUNTY for the bookmobile services enumerated in Section 3 hereof on or before September 1, 2025.

**Section 5. METHOD OF TERMINATION**

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, either party to this Agreement may terminate the Agreement upon providing sixty (60) days written notice of termination to the other party.

**Section 6. INDEMNIFICATION**

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. Each party is a governmental entity and is entitled to rely on the protections found in the Utah Governmental Immunity Act, Utah Code Ann. §63G-7-101 et seq. Neither party waives any of the immunities found in said Act.

**Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Utah County Clerk/Auditor and with the official keeper of records of ALPINE and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 8. ADOPTION REQUIREMENTS**

This Interlocal Cooperation Agreement shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and reviewed by an authorized attorney of each of the parties, as required

by Utah Code Section 11-13-202.5(3), and (d) filed with the keeper of records of each party.

**Section 9.     LAWFUL AGREEMENT**

The parties represent that each of them has lawfully entered into this Interlocal Cooperation Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

**Section 10.    AMENDMENTS**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Utah Code Section 11-13-202.5(3), and (d) filed with the keeper of records of each party.

**Section 11.    SEVERABILITY**

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

**Section 12.    NO PRESUMPTION**

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is

to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

**Section 13. BINDING AGREEMENT**

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

**Section 14. NOTICES**

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

**Section 15. ASSIGNMENT**

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

**Section 16. GOVERNING LAW**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 17. STATISTICAL REPORT**

Utah County agrees to provide a statistical report on the use of the Bookmobile in ALPINE pursuant to this Interlocal Cooperation Agreement every six months.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, on the dates listed below:

**UTAH COUNTY**

DATED this \_\_\_\_ day of \_\_\_\_\_ 2025.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
BRANDON B. GORDON, Chair

ATTEST:  
AARON R. DAVIDSON  
Utah County Clerk

By: \_\_\_\_\_  
Deputy Clerk

**ATTORNEY REVIEW**

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2025.

By: \_\_\_\_\_  
Deputy Utah County Attorney

**ALPINE CITY**

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2025.

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Recorder

**ATTORNEY REVIEW**

The undersigned, as the authorized attorney of Alpine City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2025.

By: \_\_\_\_\_  
Legal Counsel for Alpine City

# ALPINE CITY COUNCIL AGENDA

**SUBJECT:** O2025-10 Code Amendment Pool Structure Setbacks

**FOR CONSIDERATION ON:** August 26<sup>th</sup>, 2025

**PETITIONER:** City Staff

**ACTION REQUESTED BY PETITIONER:** Approval of Proposed Code Amendment

**REVIEW TYPE:** Legislative

## **BACKGROUND INFORMATION:**

The current city code regulating accessory structures was written primarily with sheds and similar outbuildings in mind. As a result, other types of structures—including those related to swimming pools—are held to the same standards. This has created challenges when reviewing pool-related facilities, as they do not always align well with the existing code.

The proposed amendment introduces new standards specifically tailored to the variety of structures commonly associated with swimming pools.

The Planning Commission reviewed this item at their July 1st meeting and held a public hearing. After considering which facilities are typically associated with pools, the Commission recommended removing pool equipment storage structures from the new standards. These facilities are generally similar to sheds and can continue to be regulated under the existing accessory structure requirements for setbacks and height.

The City Council first reviewed this item at their July 8 meeting. At that time, it was tabled so staff could make the following revisions to the proposed code amendment:

- Under the heading Swimming Pools and Related Facilities, add the wording: “All swimming pools and related facilities require a building permit.” Also add pool equipment storage structures back into the requirements
- Draft an amendment to allow limited exceptions to the height requirement for related facilities when attached to an existing home. These exceptions would require City Council approval.

These revisions have been incorporated, and a draft version is attached for Council review.

## **ALPINE CITY CODE:**

- Alpine Development Code 3.02.050
- Alpine Development Code 3.03.050
- Alpine Development Code 3.04.050
- Alpine Development Code 3.05.050
- Alpine Development Code 3.06.040

## **GENERAL PLAN:**

- N/A

## **PUBLIC NOTICE:**

This item has been noticed for a public hearing as required by City and State requirements. A public hearing has been held as part of this review by the Planning Commission.

## **STAFF RECOMMENDATION:**

Because this is a legislative decision the standards for approval or denial are that the proposed application should be compatible with the standards found in the general plan as well as the current

city code and policies. A decision for approval or denial should be based on those criteria.

**SAMPLE MOTION TO APPROVE:**

I move to approve Ordinance O2025-10, amending relevant sections of the Alpine City Code to establish specific setback requirements for pool-related structures as proposed.

**SAMPLE MOTION TO APPROVE WITH CONDITIONS:**

I move to approve Ordinance O2025-10, amending relevant sections of the Alpine City Code to establish specific setback requirements for pool-related structures with the following conditions/changes:

- Insert additional findings

**SAMPLE MOTION TO TABLE/DENY:**

I move that Ordinance O2025-10 providing setback and height standards for pool-related structures as proposed be tabled/denied based on the following:

- Insert finding

easement agree(s) to allow the encroachment. Documentation of the agreement shall be provided to the City;

- (A) When utilities are present in an easement, the Accessory Structure shall not be permanently attached to the ground and can be moved or relocated within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.
  - (B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.
- (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
  - (7) If the Accessory Structure is an Accessory Building, it will not exceed 200 square feet in size;
  - (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
  - (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.

**b. ~~Swimming Pools.~~** ~~All swimming pools require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools shall not be permitted in a recorded easement.~~

~~Side Setback – Corner Lot, Side Abutting a Street. Swimming pools shall be set back not less than ten (10) feet from the side lot line which abuts on a street. Side and Rear Setback - Interior Lot Line. Swimming pools shall be set back not less than ten (10) feet from a side or rear lot line..~~

#### **Swimming Pools & Related Facilities**

Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.

Setbacks for swimming pools shall be measured from the pool wall to the property line.

Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.

- i. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.
- ii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.
- iii. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line

V. The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.

**c. Sports Courts.** All sports courts shall be located in accordance with the setbacks outlined

- i. Setback from Main Building. Accessory Structures shall be set back not less than five (5) feet from the main building.  
Additionally, Accessory Buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
- ii. Side Setback - Corner Lot, Side Abutting a Street. Accessory Structures shall be set back not less than forty (40) feet from the side lot line that abuts a street except that a two (2) foot minimum side yard setback may be allowed if the conditions outlined in section iv (1-8) can be met. A fence will also be required along the side yard property abutting a street as a condition for decreased side yard setbacks on a corner lot.
- iii. Front Setback. Accessory Structures shall be set back not less than forty (40) feet from the front property line.
- iv. Side and Rear Setback - Interior Lot Line. Accessory Structures shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that a two (2) foot minimum rear or side setback shall be required when all the following conditions are met:
  - (1) The Accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
  - (2) If the Accessory Structure is an Accessory Building, it shall contain no openings on the side contiguous to the lot line;
  - (3) No drainage from the roof will be discharged onto an adjacent lot;
  - (4) The Accessory Structure shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - (5) The Accessory Structure will not be placed on land designated as a recorded easement, such as a utility or trail easement, unless the owner(s) of said easement agree(s) to allow the encroachment. Documentation of the agreement shall be provided to the City;
    - (A) When utilities are present in an easement, the Accessory Structure shall not be permanently attached to the ground and can be moved or relocated within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.
    - (B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.
  - (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
  - (7) If the Accessory Structure is an Accessory Building, it will not exceed 200 square feet in size;
  - (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
  - (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.

~~b. **Swimming Pools.** All swimming pools require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools shall~~

~~not be permitted in a recorded easement. Setbacks are measured from the wall of the pool to the property line.~~

~~Front Setback. Swimming pools shall be set back not less than forty (40) feet from the front property line. Side Setback – Corner Lot, Side Abutting a Street. Swimming pools shall be set back not less than ten (10) feet from the side lot line which abuts on a street. Side and Rear Setback – Interior Lot Line. Swimming pools shall be set back not less than ten (10) feet from a side or rear lot line.~~

c. Swimming Pools & Related Facilities Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.

- i. Setbacks for swimming pools shall be measured from the pool wall to the property line. Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.
- ii. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.
- iii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.
- iv. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line.
- v. The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.

d.

- e. Sports Courts.** All sports courts shall be located in accordance with the setbacks outlined below. Sports courts shall not be permitted in a recorded easement. Setbacks are measured from the nearest edge of the court to the property line.
- i. Front Setback. Sports courts shall be set back not less than forty (40) feet from the front property line.
  - ii. Side Setback – Corner Lot, Side Abutting a Street. Sports courts shall be set back not less than ten (10) feet from the side lot line which abuts on a street.
  - iii. Side and Rear Setback - Interior Lot Line. Sports courts shall be set back not less than ten (10) feet from the side or rear lot line.
  - iv. The Planning Commission may grant an exception to the front yard or side yard setback to locate a sports court on a lot with three sides where the longest side abuts a street, subject to the following requirements.
    - (1) The sports will be no closer than ten feet (10') to the property line abutting the street;
    - (2) No part of the court shall be located in any designated easement.
    - (3) The sports court may not be located closer than thirty feet (30') from any dwelling on adjacent neighboring property.

- iv. Side and Rear Setback - Interior Lot Line. Accessory Structures shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that a two (2) foot minimum rear or side setback shall be required when all the following conditions are met:
  - (1) The Accessory Structure is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
  - (2) If the Accessory Structure is an Accessory Building, it shall contain no openings on the side contiguous to the lot line;
  - (3) No drainage from the roof will be discharged onto an adjacent lot;
  - (4) The Accessory Structure shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - (5) The Accessory Structure will not be placed on land designated as a recorded easement, such as a utility or trail easement, unless the owner(s) of said easement agree(s) to allow the encroachment. Documentation of the agreement shall be provided to the City;
    - (A) When utilities are present in an Accessory Structure, the building shall not be permanently attached to the ground and can be moved or relocated within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.
    - (B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.
  - (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
  - (7) If the Accessory Structure is an Accessory Building, it will not exceed 200 square feet in size;
  - (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
  - (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.

~~b. **Swimming Pools.** All swimming pools require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools shall not be permitted in a recorded easement. Setbacks are measured from the wall of the pool to the property line. Front Setback. Swimming pools shall be set back not less than forty (40) feet from the front property line. Side Setback – Corner Lot, Side Abutting a Street. Swimming pools shall be set back not less than ten (10) feet from the side lot line which abuts on a street. Side and Rear Setback – Interior Lot Line. Swimming pools shall be set back not less than ten (10) feet from a side or rear lot line.~~

**c. Swimming Pools & Related Facilities**

~~d. Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.~~

- ~~i. Setbacks for swimming pools shall be measured from the pool wall to the property line. Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.~~
- ~~ii. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.~~
- ~~iii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.~~
- ~~iv. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line.~~

v. The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.

- e. **Sports Courts.** All sports courts shall be located in accordance with the setbacks outlined below. Sports courts shall not be permitted in a recorded easement. Setbacks are measured from the nearest edge of the court to the property line.
- i. Front Setback. Sports courts shall be set back not less than forty (40) feet from the front property line.
  - ii. Side Setback – Corner Lot, Side Abutting a Street. Sports courts shall be set back not less than ten (10) feet from the side lot line which abuts on a street.
  - iii. Side and Rear Setback - Interior Lot Line. Sports courts shall be set back not less than ten (10) feet from the side or rear lot line.
  - iv. The Planning Commission may grant an exception to the front yard or side yard setback to locate a sports court on a lot with three sides where the longest side abuts a street, subject to the following requirements.
    - (1) The sports will be no closer than ten feet (10') to the property line abutting the street;
    - (2) No part of the court shall be located in any designated easement.
    - (3) The sports court may not be located closer than thirty feet (30') from any dwelling on adjacent neighboring property.
    - (4) A privacy fence shall be installed so that the sports court (excluding light poles) is not visible from the street, subject to any clear view requirements as determined by the city engineer.

(CR-1 Created by Ord. 91-01, 4/9/91 and amended by Ord. 95-04, 2/3/95; Ord. 2014-11, 6/24/14)

**SECTION 4:****AMENDMENT** “3.05.050 Setback Requirements (See Appendix For Drawing)” of the Alpine City Development Code is hereby *amended* as follows:

#### A M E N D M E N T

3.05.050 Setback Requirements (See Appendix For Drawing)

Same as required within the CR-40,000 Country Residential Zone or as set forth on the final plat of the Planned Residential development, as applicable.

1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
  - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
  - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
  - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
  - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from

adjacent to a non-residential property; and  
(9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.

~~b. **Swimming Pools.** All swimming pools require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools shall not be permitted in a recorded easement. Setbacks are measured from the wall of the pool to the property line.~~

~~Front Setback. Swimming pools shall be set back not less than forty (40) feet from the front property line. Side Setback— Corner Lot, Side Abutting a Street. Swimming pools shall be set back not less than ten (10) feet from the side lot line which abuts on a street. Side and Rear Setback – Interior Lot Line. Swimming pools shall be set back not less than ten (10) feet from a side or rear lot line.~~

c. Swimming Pools & Related Facilities Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.

i. Setbacks for swimming pools shall be measured from the pool wall to the property line. Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.

ii. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.

iii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.

iv. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line.

v. The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.

d.

(Ord. 95-28, 11/28/95)

**SECTION 5:            AMENDMENT** “3.06.040 Setback Requirements (See Appendix For Drawing)” of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.06.040 Setback Requirements (See Appendix For Drawing)

within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.

(B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.

- (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
- (7) The Accessory Structure will not exceed 200 square feet in size;
- (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
- (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.

~~b. **Swimming Pools.** All swimming pools require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools shall not be permitted in a recorded easement. Setbacks are measured from the wall of the pool to the property line. Front Setback. Swimming pools shall be set back not less than forty (40) feet from the front property line. Side Setback – Corner Lot, Side Abutting a Street. Swimming pools shall be set back not less than ten (10) feet from the side lot line which abuts on a street. Side and Rear Setback – Interior Lot Line. Swimming pools shall be set back not less than ten (10) feet from a side or rear lot line.~~

c. **Swimming Pools & Related Facilities** Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.

- i. Setbacks for swimming pools shall be measured from the pool wall to the property line. Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.
- ii. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.
- iii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.
- iv. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line.
- v. The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.

d. (Ord. 98-23,11-24-98)

**ALPINE CITY  
ORDINANCE 2025-10**

**AN ORDINANCE AMENDING SECTION 3.02.050, 3.03.050, 3.04.050, 3.05.050, AND 3.06.04 OF THE  
ALPINE DEVELOPMENT CODE**

**WHEREAS**, the Planning Commission held a duly noticed public hearing on July 1st, 2025, and reviewed the proposed amendment, and made a recommendation to the City Council; and

**WHEREAS**, the City Council reviewed the proposed amendments and determined that the proposed amendments to Sections 3.02.050, 3.03.050, 3.04.050, 3.05.050, and 3.06.040 of the Alpine Development Code are in the best interest of the public health, safety, and welfare; and

**WHEREAS**, the amendments to this chapter regulations have been carefully crafted to balance the needs of various stakeholders.

**WHEREAS**, the City Council finds that the proposed amendments are consistent with the City's General Plan

**NOW THEREFORE**, be it ordained by the Council of the Alpine City, in the State of Utah, as follows:

**SECTION 1:**        **AMENDMENT** "3.02.050 Setback Requirements (See Appendix For Drawing)" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.02.050 Setback Requirements (See Appendix For Drawing)

**1. Dwellings and Other Main Buildings**

- a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
- b. Side Yard Interior Lots. All dwellings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate widths of which shall be at least twenty-two (22) feet. Neither side yard shall be less than ten (10) feet wide.
- c. Side Yard Corner Lots. On corner lots, the front and side yard requirements shall be the same as above, except that the side set back from the street for all buildings shall not be less than thirty (30) feet.
- d. Rear Yard Interior Lots. All main dwelling structures shall be set back from the rear property line a distance not less than twenty (20) feet.
- e. Rear Yard Corner Lots. All main dwelling structures shall be set back from the rear property line a distance of twenty (20) feet.

- 2. Customary Residential Accessory Structures.** All Customary Residential Accessory Structures (henceforth referred to as Accessory Structures) shall be located in accordance with the setbacks and regulations outlined below. Accessory Structures that also meet the classification of Accessory Building shall require a building permit. Swimming pools have separate location requirements (see item b).

(Amended by Ord. No. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)

**a. Accessory Structures.**

- i. Setback from main building. Accessory Structures shall be set back not less than five

(5) feet from the main building. Additionally, Accessory Buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.

- ii. Side Setback - Corner Lot, Side Abutting a Street. Accessory Structures shall be set back not less than forty (40) feet from the side lot line which abuts on a street, except that a two (2) foot minimum side setback may be allowed if the conditions outlined in section iv 1-8 can be met. A fence will also be required along the side yard property abutting a street as a condition for decreased side yard setbacks on a corner lot
- iii. Front Setback. Accessory Structures shall be set back not less than forty (40) feet from the front property line.
- iv. Side and Rear Setback - Interior Lot Line. Accessory Structures shall be set back no less than ten (10) feet from the rear lot line and five (5) feet from the side lot line, except that a two (2) foot minimum rear or side setback shall be required when all the following conditions are met:
  - (1) The Accessory Structure is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
  - (2) If the Accessory Structure is an Accessory Building, it shall contain no openings on the side contiguous to the lot line;
  - (3) No drainage from the roof will be discharged onto an adjacent lot;
  - (4) The Accessory Structure shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - (5) The Accessory Structure will not be placed on land designated as a recorded easement, such as a utility or trail easement, unless the owner(s) of said easement agree(s) to allow the encroachment. Documentation of the agreement shall be provided to the City;
    - (A) When utilities are present in an easement, the Accessory Structure shall not be permanently attached to the ground and can be moved or relocated within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.
    - (B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.
  - (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
  - (7) If the Accessory Structure is an Accessory Building, it will not exceed 200 square feet in size;
  - (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
  - (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.

### **Swimming Pools & Related Facilities**

Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.

Setbacks for swimming pools shall be measured from the pool wall to the property line.

Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.

- i. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.
- ii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met. from any interior side or rear lot line.
- iii. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line

The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet.

- b. **Sports Courts.** All sports courts shall be located in accordance with the setbacks outlined below. Sports courts shall not be permitted in a recorded easement. Setbacks are measured from the nearest edge of the court to the property line.
  - i. Front Setback. Sports courts shall be set back not less than forty (40) feet from the front property line.
  - ii. Side Setback – Corner Lot, Side Abutting a Street. Sports courts shall be set back not less than ten (10) feet from the side lot line which abuts on a street.
  - iii. Side and Rear Setback - Interior Lot Line. Sports courts shall be set back not less than ten (10) feet from the side or rear lot line.
  - iv. The Planning Commission may grant an exception to the front yard or side yard setback to locate a sports court on a lot with three sides where the longest side abuts a street, subject to the following requirements.
    - (1) The sports will be no closer than ten feet (10') to the property line abutting the street;
    - (2) No part of the court shall be located in any designated easement.
    - (3) The sports court may not be located closer than thirty feet (30') from any dwelling on adjacent neighboring property.
    - (4) A privacy fence shall be installed so that the sports court (excluding light poles) is not visible from the street, subject to any clear view requirements as determined by the city engineer.

(Ord. 2015-02, 02/10/15)

**SECTION 2:**        **AMENDMENT** “3.03.050 Setback Requirements (See Appendix For Drawing)” of the Alpine City Development Code is hereby *amended* as follows:

#### AMENDMENT

3.03.050 Setback Requirements (See Appendix For Drawing)

1. **Dwellings and other Main Buildings.** All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
  - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).

- b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
- c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
- d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
- e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.

2. **Customary Residential Accessory Structures.** All Customary Residential Accessory Structures (henceforth referred to as Accessory Structures) shall be located in accordance with the setbacks and regulations outlined below. Accessory Structures that also meet the classification of Accessory Building shall require a building permit. Swimming pools have separate location requirements (see item b).  
(Amended by Ord. No. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)

a. **Accessory Structures.**

- i. **Setback from Main Building.** Accessory Structures shall be set back not less than five (5) feet from the main building.  
Additionally, Accessory Buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
- ii. **Side Setback - Corner Lot, Side Abutting a Street.** Accessory Structures shall be set back not less than forty (40) feet from the side lot line that abuts a street except that a two (2) foot minimum side yard setback may be allowed if the conditions outlined in section iv (1-8) can be met. A fence will also be required along the side yard property abutting a street as a condition for decreased side yard setbacks on a corner lot.
- iii. **Front Setback.** Accessory Structures shall be set back not less than forty (40) feet from the front property line.
- iv. **Side and Rear Setback - Interior Lot Line.** Accessory Structures shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that a two (2) foot minimum rear or side setback shall be required when all the following conditions are met:
  - (1) The Accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
  - (2) If the Accessory Structure is an Accessory Building, it shall contain no openings on the side contiguous to the lot line;
  - (3) No drainage from the roof will be discharged onto an adjacent lot;
  - (4) The Accessory Structure shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - (5) The Accessory Structure will not be placed on land designated as a recorded easement, such as a utility or trail easement, unless the owner(s) of said easement agree(s) to allow the encroachment. Documentation of the agreement shall be provided to the City;

- (A) When utilities are present in an easement, the Accessory Structure shall not be permanently attached to the ground and can be moved or relocated within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.
  - (B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.
  - (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
  - (7) If the Accessory Structure is an Accessory Building, it will not exceed 200 square feet in size;
  - (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
  - (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.
- b. Swimming Pools & Related Facilities Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.
- i. Setbacks for swimming pools shall be measured from the pool wall to the property line. Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.
  - ii. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.
  - iii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.
  - iv. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line.
  - v. The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet. Exceptions to the height

requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.

- c.
- d. **Sports Courts.** All sports courts shall be located in accordance with the setbacks outlined below. Sports courts shall not be permitted in a recorded easement. Setbacks are measured from the nearest edge of the court to the property line.
  - i. Front Setback. Sports courts shall be set back not less than forty (40) feet from the front property line.
  - ii. Side Setback – Corner Lot, Side Abutting a Street. Sports courts shall be set back not less than ten (10) feet from the side lot line which abuts on a street.
  - iii. Side and Rear Setback - Interior Lot Line. Sports courts shall be set back not less than ten (10) feet from the side or rear lot line.
  - iv. The Planning Commission may grant an exception to the front yard or side yard setback to locate a sports court on a lot with three sides where the longest side abuts a street, subject to the following requirements.
    - (1) The sports will be no closer than ten feet (10') to the property line abutting the street;
    - (2) No part of the court shall be located in any designated easement.
    - (3) The sports court may not be located closer than thirty feet (30') from any dwelling on adjacent neighboring property.
    - (4) A privacy fence shall be installed so that the sports court (excluding light poles) is not visible from the street, subject to any clear view requirements as determined by the city engineer.

(Ord. 95-24, 11/14/95; Ord. 2014-11, 6/24/14)

**SECTION 3:**        **AMENDMENT** “3.04.050 Setback Requirements (See Appendix For Drawing)” of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.04.050 Setback Requirements (See Appendix For Drawing)

- 1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
  - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
  - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be

situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.

- c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
- d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
- e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.

**2. Customary Residential Accessory Structures.** All Customary Residential Accessory Structures (henceforth referred to as Accessory Structures) shall be located in accordance with the setbacks and regulations outlined below. Accessory Structures that also meet the classification of Accessory Building shall require a building permit. Swimming pools have separate location requirements (see item b). (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)

**a. Accessory Structures.**

- i. Setback from Main Building. Accessory Structures shall be set back not less than five (5) feet from the main building.  
Additionally, Accessory Buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
- ii. Side Setback - Corner Lot, Side Abutting a Street. Accessory Structures shall be set back not less than forty (40) feet from the side lot line which abuts on a street. except that a two (2) foot minimum side setback may be allowed if the conditions outlined in section iv 1-8 can be met. A fence will also be required along the side yard property abutting a street as a condition for decreased side yard setbacks on a corner lot.
- iii. Front Setback. Accessory Structures shall be set back not less than forty (40) feet from the front property line.
- iv. Side and Rear Setback - Interior Lot Line. Accessory Structures shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that a two (2) foot minimum rear or side setback shall be required when all the following conditions are met:
  - (1) The Accessory Structure is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
  - (2) If the Accessory Structure is an Accessory Building, it shall contain no openings on the side contiguous to the lot line;
  - (3) No drainage from the roof will be discharged onto an adjacent lot;
  - (4) The Accessory Structure shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - (5) The Accessory Structure will not be placed on land designated as a recorded easement, such as a utility or trail easement , unless the owner(s) of said easement agree(s) to allow the encroachment. Documentation of the agreement shall be provided to the City;
    - (A) When utilities are present in an Accessory Structure, the building shall not be permanently attached to the ground and can be moved or relocated within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.
    - (B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.

- (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
  - (7) If the Accessory Structure is an Accessory Building, it will not exceed 200 square feet in size;
  - (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
  - (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.
- b. **Swimming Pools & Related Facilities** Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.
- i. Setbacks for swimming pools shall be measured from the pool wall to the property line. Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.
  - ii. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.
  - iii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.
  - iv. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line. The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.
- c. **Sports Courts.** All sports courts shall be located in accordance with the setbacks outlined below. Sports courts shall not be permitted in a recorded easement. Setbacks are measured from the nearest edge of the court to the property line.
- i. Front Setback. Sports courts shall be set back not less than forty (40) feet from the front property line.
  - ii. Side Setback – Corner Lot, Side Abutting a Street. Sports courts shall be set back not less than ten (10) feet from the side lot line which abuts on a street.
  - iii. Side and Rear Setback - Interior Lot Line. Sports courts shall be set back not less than ten (10) feet from the side or rear lot line.
  - iv. The Planning Commission may grant an exception to the front yard or side yard setback to locate a sports court on a lot with three sides where the longest side abuts a street, subject to the following requirements.
    - (1) The sports will be no closer than ten feet (10') to the property line abutting the street;
    - (2) No part of the court shall be located in any designated easement.
    - (3) The sports court may not be located closer than thirty feet (30') from any dwelling on adjacent neighboring property.
    - (4) A privacy fence shall be installed so that the sports court (excluding light poles) is not visible from the street, subject to any clear view requirements as determined by the city engineer.

(CR-1 Created by Ord. 91-01, 4/9/91 and amended by Ord. 95-04, 2/3/95; Ord. 2014-11, 6/24/14)

**SECTION 4: AMENDMENT** “3.05.050 Setback Requirements (See Appendix For Drawing)” of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.05.050 Setback Requirements (See Appendix For Drawing)

Same as required within the CR-40,000 Country Residential Zone or as set forth on the final plat of the Planned Residential development, as applicable.

1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
  - a. **Front Yard.** The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
  - b. **Side Yard - Interior Lots.** For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
  - c. **Side Yard - Corner Lots.** On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
  - d. **Rear Yard - Interior Lots.** All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
  - e. **Rear Yard - Corner Lots.** Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Customary Residential Accessory Structures.** All Customary Residential Accessory Structures (henceforth referred to as Accessory Structures) shall be located in accordance with the setbacks and regulations outlined below. Accessory Structures that also meet the classification of Accessory Building shall require a building permit. Swimming pools have separate location requirements (see item b). (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)
  - a. **Accessory Structures.**
    - i. **Setback from Main Building.** Accessory Structures shall be set back not less than five (5) feet from the main building.  
Additionally, Accessory Buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
    - ii. **Side Setback- Corner Lot, Side Abutting a Street.** Accessory Structures shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
    - iii. **Front Setback.** Accessory Structures shall not be set back less than forty (40) feet from the front property line.
    - iv. **Side and Rear Setback - Interior Lot Line.** Accessory Structures shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that a two (2) foot minimum rear or side setback shall be required when all the following conditions are met:
      - (1) The Accessory Structure is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;

- (2) The Accessory Structure contains no openings on the side contiguous to the lot line;
  - (3) No drainage from the roof will be discharged onto an adjacent lot;
  - (4) The Accessory Structure shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - (5) The Accessory Structure will not be placed on land designated as a recorded easement, such as a utility or trail easement, unless the owner(s) of said easement agree(s) to allow the encroachment. Documentation of the agreement shall be provided to the City;
    - (A) When utilities are present in an easement, the Accessory Structure shall not be permanently attached to the ground and can be moved or relocated within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.
    - (B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.
  - (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
  - (7) If the Accessory Structure is an Accessory Building, it will not exceed 200 square feet in size;
  - (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
  - (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.
- b. Swimming Pools & Related Facilities Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.
- i. Setbacks for swimming pools shall be measured from the pool wall to the property line. Setbacks for related facilities shall be measured from the edge or perimeter of the structure to the property line.
  - ii. Side Setback – Corner Lot (Street Abutting): Swimming pools and related facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.
  - iii. Side and Rear Setback – Interior Lot Line: Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.
  - iv. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line. The height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of

the structure and shall not exceed ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.

c.

(Ord. 95-28, 11/28/95)

**SECTION 5: AMENDMENT** “3.06.040 Setback Requirements (See Appendix For Drawing)” of the Alpine City Development Code is hereby *amended* as follows:

#### AMENDMENT

##### 3.06.040 Setback Requirements (See Appendix For Drawing)

1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
  - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
  - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
  - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
  - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
  - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Customary Residential Accessory Structures.** (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10). All Customary Residential Accessory Structures (henceforth referred to as Accessory Structures) shall be located in accordance with the setbacks and regulations outlined below. Accessory Structures that also meet the classification of Accessory Building shall require a building permit. Swimming pools have separate location requirements (see item b).
  - a. **Accessory Structures.**
    - i. Setback from Main Building. Accessory Structures shall be set back not less than five (5) feet from the main building. Additionally, Accessory Buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
    - ii. Side Setback - Corner Lot, Side Abutting a Street. Accessory Structures shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
    - iii. Front Setback. Accessory Structures shall be set back not less than forty (40) feet from the front property line.

- iv. Side and Rear Setback - Interior Lot Line. Accessory Structures shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that a two (2) foot minimum rear or side setback shall be required when all the following conditions are met:
  - (1) The Accessory Structure is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
  - (2) The Accessory Structure contains no openings on the side contiguous to the lot line;
  - (3) No drainage from the roof will be discharged onto an adjacent lot;
  - (4) The Accessory Structure shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - (5) The Accessory Structure will not be placed on land designated as a recorded easement, such as a utility or trail easement, unless the owner(s) of said easement agree(s) to allow the encroachment. Documentation of the agreement shall be provided to the City;
    - (A) When utilities are present in an easement, the Accessory Structure shall not be permanently attached to the ground and can be moved or relocated within 24 hours. Fines shall be issued for buildings that cannot be moved within 24 hours.
    - (B) The owner acknowledges that they bear all costs of moving the Accessory Structure, including damage to the property, in the event an easement needs to be accessed.
  - (6) The Accessory Structure will not be taller than twelve (12) feet six (6) inches to the top of the roof line;
  - (7) The Accessory Structure will not exceed 200 square feet in size;
  - (8) The City Council may grant additional exceptions to the above conditions if the Accessory Structure will be located adjacent to a non-residential property; and
  - (9) No minimum rear or side setback shall be required if the building will not be taller than ten (10) feet to the top of the roof line.

b. Swimming Pools & Related Facilities Notwithstanding any provision of this code to the contrary, the following regulations apply to all swimming pools and related facilities. All such facilities require a building permit and shall be located in accordance with the setbacks outlined below. Swimming pools and related facilities are not permitted within a recorded easement. Related facilities include, but are not limited to, pool equipment, storage structures, and enhancements such as slides, jump structures, water features, and diving boards.

- i. Setbacks for swimming pools shall be measured from the pool wall to the property line. Setbacks for related facilities shall be measured from the edge or

perimeter of the structure to the property line.

ii. Side Setback – Corner Lot (Street Abutting):

Swimming pools and related pool facilities shall be set back not less than ten (10) feet from the side lot line that abuts a street.

iii. Side and Rear Setback – Interior Lot Line:

Swimming pools and related facilities shall be set back not less than ten (10) feet from any interior side or rear lot line.

iv. Front Setback: Swimming pools and related facilities shall be set back not less than forty (40) feet from the front property line.

height of any pool-related facility shall be measured from the average natural grade, adjacent to the single separate facility, to the highest point of the structure and shall not exceed ten (10) feet. Exceptions to the height requirement may be granted by the City Council if the pool facility is attached to a main dwelling and the provided setbacks for the dwelling are met.

3. (Ord. 98-23,11-24-98)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Chrissy Hannemann	_____	_____	_____	_____
Jason Thelin	_____	_____	_____	_____
Jessica Smuin	_____	_____	_____	_____
Brent Rummler	_____	_____	_____	_____
Kelli Law	_____	_____	_____	_____
Presiding Officer			Attest	

\_\_\_\_\_  
Carla Merrill, Mayor, Alpine City

\_\_\_\_\_  
DeAnn Parry, City Recorder, Alpine City

# ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Lambert Park Turnaround Proposal

**FOR CONSIDERATION ON:** August 26<sup>th</sup>, 2025

**PETITIONER:** Alpine City Council per FY2026 Budget Projects.

**ACTION REQUESTED BY PETITIONER:** Approval of a Turnaround Located at the West end of Box Elder Way into Lambert Park.

**REVIEW TYPE:** Administrative

## BACKGROUND INFORMATION

Jason Thelin and Jessica Smuin, as members of the City Council, have requested the construction of a turnaround area at the west end of Box Elder Way, located within Lambert Park. This turnaround would be similar to the one built at the east end of Moyle Drive, also located in Lambert Park. The goal of the turnaround is to provide additional parking, complete the current stubbed road, create a safe area for vehicles to turn around, and help prevent vehicles from continuing onto the emergency access road. It would also support visitors wanting to enjoy park features like the poppy fields by providing additional parking spaces.

The proposed turnaround area may be surfaced with either asphalt (preferred) or gravel and would accommodate approximately eleven (11) parking spaces. Existing flexible bollards would be relocated to the end of the new cul-de-sac to discourage non-emergency vehicle access through the park. If the turnaround surface is asphalt, snow would be removed from it in the winter. If the surface is gravel, snowplow drivers would continue to plow through this area rather than attempting to plow the entire turnaround.

The design criteria for roads are outlined in *Alpine Development Code 4.07.090 – Road Grades*. Specifically, the slope leading to a negative grade cul-de-sac should not exceed 4%. The existing grade on Box Elder Way is 10.94%. This is an existing condition in the field that cannot be changed. In addition, negative grade cul-de-sacs should not exceed 3% grade for the last 100 feet of the traveled surface. The grade of the gravel road through Lambert Park has a grade of approximately 10%. With grades on either side of the proposed turnaround being greater than or equal to 10%, a turnaround with a 3% grade for the last 100 feet of travelled surface becomes impractical. The depth of fill would increase, which would also increase the footprint of the project to tie into the existing gravel road on the downhill side since the slope is following away from the turnaround to the west. Also, the grade of the road connection between the turnaround and the gravel road increases as the fill depth increases.

Former city engineer, Jed Muhlestein, prepared a plan to try to “meet in the middle” based on the characteristics of the site. His design included a 6% grade through the turnaround area, which resulted in a 13.02% grade transitioning back to the existing gravel road. Alpine Development Code 4.07.090 (2.) requires roads over 10% grade to

be approved by the Fire Marshal. The grade through the turnaround, which exceeds the 3% maximum, could be addressed by the city council granting an exception to that requirement. The road grade exceeding 10% would need to be approved by the fire marshal.

*Title 4.01 Scope of Ordinances, Variances, and Exemptions* specifies in section 4.01.020 *Exceptions from Design and Improvement Standards* that the designated land use authority (City Council as designated in DCA 4.04.110 Designation of Land Use Authority) may grant an exception when the best interest of the City would not be served by the literal enforcement of the design or improvement standards in this ordinance. The recommended exception shall be based on generally accepted planning and engineering design principles.

According to *Alpine Development Code 3.16.040*, any material changes (*A material change shall include, but is not limited to, a change to the park's present and essential defining characteristics, creation of or improvement of roadways or parking lots within the park*) to city-owned property requires a public hearing before the Planning Commission prior to City Council consideration. This includes approving a material change, a super majority vote of the City Council (4 positive votes out of 5 City Council members are required). If the road is paved, the requirements from the Conservation Easement and Management Plan also need to be considered.

In September of 2023, the Alpine City Council approved a Conservation Easement and Management Plan regarding Lambert Park. In the Management Plan, a unanimous vote of all members of the City Council is required to allow the addition of a paved parking area. If the parking area is not paved, *Alpine Development Code 3.16.040* requires four (4) positive votes from the City Council to approve a material change to city property.

Two trails will be impacted by the proposed turnaround addition, including Judy's trail which is roughly thirty (30') feet from the existing end of Box Elder Way and Lambert Luge trail which is roughly two hundred (200') feet from the end of Box Elder Way. These trails will only be impacted where crossing the emergency access road. Due to the depth of the fill for the turnaround, Judy's Trail will require the most significant changes to make it walkable.

Fire Chief Review: Chief Patton has provided the following feedback as part of this review: *I'm good with the turnaround as long as it is built to city spec or the council-approved exception, not to exceed 10%. We also need to pay attention to the approach angle, departure angle and most importantly the break over angle for our longer apparatus.*

The Planning Commission held a public hearing on this request during their July 29<sup>th</sup> meeting. The discussion centered on compliance with city code, slope requirements, and the potential impact on the conservation easement. Commissioners noted that the proposed grade exceeds ordinance limits and that the Planning Commission lacks authority to grant exceptions. This section of the code has been added, giving the City Council the ability to grant an exception as referenced previously.

Several members expressed discomfort with paving within the park, the loss or alteration of walking trails, and the lack of detailed design elements such as retaining walls and trail integration.

From the public, a resident raised concerns about seeking door-to-door resident input, potential impacts to trail access, vegetation loss, and increased use by non-residents. Some questioned the necessity of the parking area's location and purpose, suggesting it may serve more as a visual road terminus than a functional amenity. There was also skepticism about whether the turnaround's benefits outweighed the potential disruption to the park's character. Ultimately, the Planning Commission recommended denial, citing noncompliance with ordinance requirements and lack of a clear basis for slope exceptions and the impact of the park itself.

**CITY CODE REFERENCE**

- Alpine Development Code 4.07.090 – Road Grades.
- Title 4.01 Scope of Ordinances, Variances, and Exemptions

**NOTICING**

This agenda item has been properly noticed in accordance with State and City Code requirements. A public hearing was held as part of the Planning Commission's review process.

**STAFF RECOMMENDATION**

This is an administrative action that applies existing regulations concerning material changes to city-owned property.

**SAMPLE MOTIONS:**

**Motion to Approve**

*I move to approve the proposed turnaround at the west end of Box Elder Way in Lambert Park, as presented, finding the request meets the requirements of the Alpine Development Code as well as the Conservation Easement and Management Plan for Lambert Park.*

**Motion to Approve with Conditions**

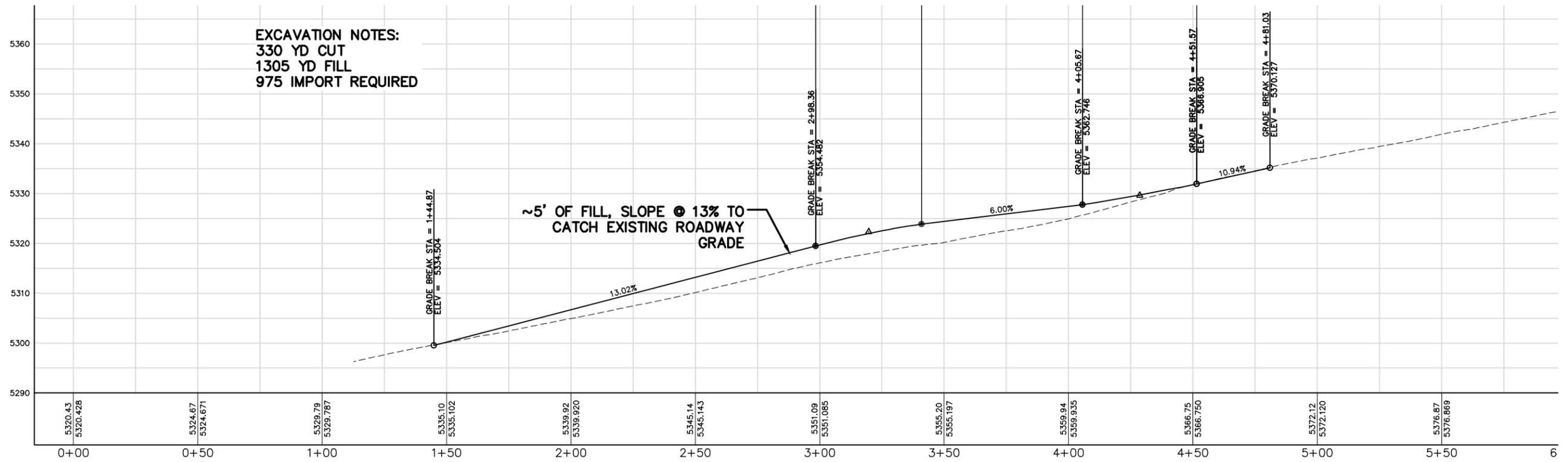
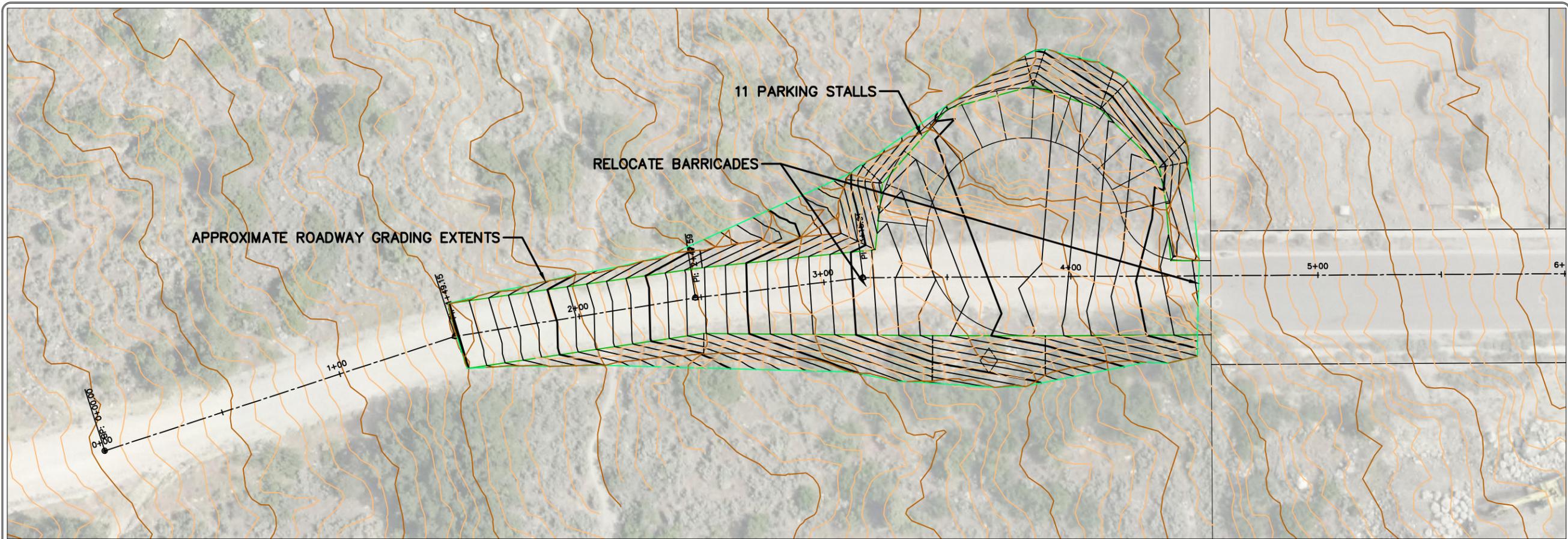
*I move to approve the proposed turnaround at the west end of Box Elder Way in Lambert Park, finding the request meets the requirements of the Alpine Development Code as well as the Conservation Easement and Management Plan for Lambert Park, subject to the following conditions:*

*\*Insert Conditions*

**Motion to Deny**

*"I move to deny the proposed turnaround at the west end of Box Elder Way in Lambert Park, finding that the request does not sufficiently meet the requirements of Alpine Development Code as well as the Conservation Easement and Management Plan for Lambert Park.*

*\*Insert Findings*



REMARKS
1.

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LAMBERT UPPER PARKING  
 BOX ELDER WAY  
 JUNE 2023

**CONCEPTUAL PARKING PLAN**

Engineering File Number:  
 -

Drawing: ##  
 Sheet: # of ##



ENT 27110-2024 PG 1 of 16  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Apr 26 04:15 PM FEE 0.00 BY KR  
RECORDED FOR ALPINE CITY

WHEN RECORDED, RETURN TO:

Utah County Attorney  
100 East Center Street, Suite 2100  
Provo, Utah 84606

Agreement 2024 - 306

## LAMBERT PARK DEED OF TEMPORARY CONSERVATION EASEMENT

THIS DEED OF TEMPORARY CONSERVATION EASEMENT ("**Easement**") is made and granted as of September 26<sup>th</sup>, 2023, (the "**Effective Date**") by ALPINE CITY ("**Grantor**"), having an address of 20 North Main Street, Alpine, Utah 84004, to UTAH COUNTY ("**Grantee**"), having an address of 100 East Center Street, Provo, Utah 84606, to be held and enforced for the benefit of the public in accordance with the terms and for the purposes set forth in this Easement.

### RECITALS:

- A. Grantor owns five parcels of real property, located in Alpine City, State of Utah, commonly known as Lambert Park, as described in the legal description attached as **Exhibit A** and as depicted in the property map attached as **Exhibit B** (collectively, the "**Property**").
- B. The Property provides a significant public benefit, both to residents of Alpine City and to others who use the Property, including residents of Utah County living outside of Alpine City.
- C. Grantor has the right, as owner of the Property, to protect, preserve, and maintain the Property predominantly in a natural, scenic, and open condition, and for recreational, agricultural, cultural, historical, and educational use to benefit the public, including the residents of Alpine City (collectively, the "**Public Purposes**").
- D. The Utah Land Conservation Easement Act, *Utah Code Ann.* § 57-18-1 *et seq.* (the "**Conservation Easement Act**"), authorizes Grantor to grant this Easement to further the Public Purposes. Grantor finds that it is in the best interest of the health, safety, and welfare of the residents of Alpine City to do so. Grantor's city council (the "**City Council**") has duly adopted a resolution approving and authorizing Grantor's conveyance, execution, and recordation of this Easement.
- E. Under Section 57-18-3 of the Conservation Easement Act, Grantee, as a governmental entity, is qualified to acquire and hold a conservation easement to help Grantor achieve the Public Purposes.
- F. Grantee's legislative body has duly adopted a resolution approving Grantee's acceptance, execution, and recordation of this Easement.
- G. This Easement constitutes a public charitable trust to be held and enforced by Grantee for the benefit of the public, including the residents of Alpine City. The parties

acknowledge that Grantor is also entitled to enforce this Easement under the Conservation Easement Act.

H. Grantor finds that Grantee's agreement to hold and enforce this Easement to advance the Public Purposes constitutes adequate consideration for the grant of this Easement.

I. The parties desire that this Easement be construed to further the Public Purposes.

J. The Parties are authorized to enter into this Easement under the Conservation Easement Act and the Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, *et seq.* (the "**Interlocal Cooperation Act**").

NOW, THEREFORE, for valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. GRANT OF TEMPORARY CONSERVATION EASEMENT.** Grantor hereby grants and conveys to Grantee and its successors in interest a TEMPORARY CONSERVATION EASEMENT under the Conservation Easement Act, to be held and enforced for the benefit of the public, including the residents of Alpine City, in accordance with the terms of this Easement. This Easement is granted over and across the entire Property to advance the Public Purposes. Any mortgage, lien or other encumbrance against the Property, other than an encumbrance of record existing on the Effective Date or an encumbrance determined by an appropriate court to have been in existence on the Effective Date, shall be subordinate to all rights granted under this Easement.

## **2. PUBLIC PURPOSES.**

**A. Exclusive Use.** During the term of this Easement, the Property shall be used exclusively for the Public Purposes. The parties agree that the Public Purposes include the protection, preservation, and maintenance of the Property predominantly in a natural, scenic, and open condition, and for recreational, agricultural, cultural, historical, and educational use for the public benefit. The Public Purposes also allow for the construction and maintenance of critical infrastructure, including public utilities, as well as improvement of the Property, for the public benefit in accordance with this Easement.

**B. Lawful Existing Uses.** Grantor, its successors, and assigns shall be permitted to use, maintain, and preserve the Property in substantially the manner in which it has been used, maintained, and preserved historically. All lawful uses of the Property as of the Effective Date are hereby permitted and declared to be consistent with the Public Purposes, subject to any restriction imposed by Grantor in accordance with this Easement.

**C. Moyle Drive Extension.** The parties acknowledge that an unpaved extension of Moyle Drive crosses the Property to the terminus of Box Elder Way (the "**Moyle Drive Extension**"). The Moyle Drive Extension may be used only for maintenance and emergency purposes and shall be maintained in an unpaved condition substantially as it exists on the Effective Date, except as otherwise provided in this Easement or by order of a court of competent jurisdiction.

**D. Future Uses.** Future uses and enhancements of the Property shall be permitted if (i) they would be consistent with and have no material adverse impact on the Public Purposes, and (ii) they are specifically allowed under the Management Plan (as defined below).

**3. PROHIBITED ACTIVITIES ON PROPERTY.** Subject to lawful existing uses of the Property, this Easement prohibits any activity on the Property that has or would have a material adverse impact on the Public Purposes. This Easement specifically prohibits the following:

**A. Development Activities.** Residential, commercial, or industrial development of any portion of the Property is prohibited. This includes actual or *de facto* subdivision of any portion of the Property and any construction on the Property, other than as specifically permitted in this Easement for the Public Purposes. Grantor may not approve any such development during the term of this Easement, except by prior written consent of the parties in accordance with this Easement and only if consistent with the Public Purposes.

**B. Transfer of Development Rights.** Proffer or dedication of any portion of the Property as open space in or as part of any residential, commercial, or industrial development is prohibited. Proffer or dedication of any portion of the Property for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permit is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise, is prohibited.

**4. TERM OF EASEMENT.** This Easement will remain in effect for a term of ten (10) years after the Effective Date (the “*Initial Term*”). This Easement will automatically renew for up to five renewal terms of eight (8) years each (each, a “*Renewal Term*”) unless Grantor, upon the vote of at least eighty percent (80%) of the members of the City Council after a public hearing, or Grantee, by unanimous vote of its governing body after a public hearing, gives written notice of its intent not to renew this Easement. Such notice must be given at least one (1) year prior to expiration of the Initial Term or any applicable Renewal Term. Upon the expiration or sooner termination of this Easement, the rights and obligations of the parties, except for any rights or obligations which expressly or by their context survive this Easement (such as indemnity rights and obligations), will cease and the Property will no longer be encumbered by this Easement.

## **5. RIGHTS AND OBLIGATIONS OF GRANTOR.**

**A. Maintenance and Management.** Grantor expressly reserves and retains all rights associated with the ownership of the Property, subject to any restrictions imposed under this Easement. Grantor retains the right and responsibility to maintain and manage the Property for the Public Purposes. Subject to the terms of this Easement and the Management Plan (as defined below), Grantor’s exclusive authority over the Property includes the following:

(1) **Water Resources.** Grantor owns or is authorized to use and maintain water resources and water-related infrastructure, including springs, water tanks, water storage ponds, ditches, and pipelines, as part of Grantor’s public responsibility as a municipality. Grantor may develop, add to, enhance, install, maintain, repair, relocate, and replace such existing water resources and infrastructure. The parties acknowledge that this Easement does not impair any

existing rights of Alpine Irrigation Company, its successors, or assigns to use and maintain its existing water resources and infrastructure on the Property, or any rights or obligations of Grantor with respect to such resources and infrastructure.

**(2) *Public Access, Trails, and Trailheads.*** Grantor has the right to identify, maintain, reroute, relocate, improve, and construct recreational and educational trails and trailhead parking areas on the Property for the benefit of the public, including to provide access for those with disabilities. Grantor may temporarily or permanently close trails as necessary for public safety, maintenance, trail restoration, or otherwise, consistent with the Public Purposes.

**(3) *Fire Suppression.*** Grantor retains the right to remove brush and vegetation and take other measures as necessary to minimize the risk of wildfire, or to suppress wildfires, on or adjacent to the Property. Grantor reserves the right to restrict target shooting, hunting, or any firearm discharge or fireworks on the Property.

**(4) *Utilities.*** Notwithstanding any provision of this Easement to the contrary, Grantor may maintain, improve, repair, replace or relocate existing utilities, including the existing cell tower, as long as the Property is restored, as much as reasonably practicable, to its original undisturbed nature. Grantor may allow for co-location on the existing cell tower, but no new cell towers will be permitted on the Property unless otherwise provided in the Management Plan (as defined below). Grantor reserves the right to install, construct, maintain, repair, and replace new underground utilities as long as the Property is restored, as much as reasonably practicable, to its original undisturbed nature.

**(5) *Park Facilities and Public Gathering Areas.*** Grantor retains the right to construct and improve existing park facilities, bathroom facilities, emergency aid facilities, landscaping, picnic areas, pavilions, boweries, and gathering areas on the Property. Grantor may install other park improvements, such as bridges, boardwalks, culverts, and separated street crossings, for the public use and enjoyment so long as they are consistent with the Public Purposes.

**(6) *Fencing.*** Grantor may construct new fencing, replace existing fencing, and install gates for the purpose of defining Property boundaries, delineating specific uses, or restricting unauthorized access across the Property consistent with the Public Purposes.

**(7) *Roads.*** Grantor may maintain and allow the use of existing maintenance roads (including the road to the existing cell tower), emergency access roads, the rodeo grounds road, and other roads on the Property (paved or unpaved) consistent with their historical maintenance and use. Except as otherwise provided in this Easement, Grantor may construct new roads only as necessary to provide access to trailhead parking areas or to maintain critical infrastructure consistent with the Public Purposes. Grantor may reroute or improve the portion of Box Elder Drive that crosses the Property and may improve the portion of Grove Drive that crosses the Property as reasonably necessary to maintain or enhance public safety. Grantor retains the right to adopt and enforce policies prohibiting or restricting motorized vehicles in designated areas of the Property.

**(8) *Rodeo Grounds.*** Grantor reserves the right to use and maintain the portion of the Property known as the “rodeo grounds” and associated roads and parking areas for public events.

**(9) Signs.** Grantor may place signs on the Property, except for commercial, political, or other off-premise signs or billboards, as long as the signs do not materially interfere with the Public Purposes.

**(10) Public Safety.** Grantor retains the right to conduct and restrict activities on the Property as reasonably necessary to preserve the public health, safety, and welfare, including for purposes of fire suppression and prevention; flood control and prevention; response to avalanche, earth movement, and other circumstances beyond Grantor’s control; and preventing similar threats or injury to persons or property. Grantor may adopt and enforce rules regulating hours of use or activities on the Property, including rules governing the interaction among pedestrian, equestrian, bicycle, and other uses, in order to promote public safety.

**B. Management Plan.** The parties acknowledge that Grantor has adopted a Lambert Park Management Plan for the ongoing maintenance and management of the Property (the “**Management Plan**”). The Management Plan provides for the adoption and enforcement of rules and regulations for the use of the Property and provides plans for the maintenance of and improvements to the Property. Any amendment or other modification of the Management Plan will be permitted only if it is consistent with the Public Purposes and receives the affirmative vote of at least eighty percent (**80%**) of the members of the City Council. Notwithstanding the foregoing, the unanimous vote of all members of the City Council is required for any amendment or modification that would allow the addition of a paved vehicle roadway, pavement of an existing unpaved vehicle roadway (such as the Moyle Drive Extension), the addition or expansion of a paved parking area, or the disposition of any parcel of land within the Property.

**C. Indemnity.** Grantor will defend, indemnify, and hold harmless Grantee, its elected and appointed officials, employees, agents, and volunteers (collectively, the “**Grantee Parties**”) from and against any claim, demand, damage, liability, loss, or cost (including reasonable attorney fees) (collectively, “**Claim**”) to the extent arising out of or resulting from (i) the acts or omissions of Grantor, its elected and appointed officials, employees, agents, and volunteers (collectively, the “**Grantor Parties**”) related to this Easement or the Property; (ii) Grantee’s enforcement of any breach, or threatened breach, of this Easement; (iii) the presence or release of any toxic or hazardous material or substance on the Property, except to the extent the presence or release was directly caused by Grantee; or (iv) any Claim made by a third party related to this Easement or the Property. Grantee will be entitled to select counsel and control the defense and settlement of the Claim.

**D. Summary of Voting and Public Hearing Requirements.** Grantor will comply with the voting and public hearing requirements of this Easement, which are summarized below:

Action	Vote of City Council	Public Hearing
Amendment/Waiver of Easement Provision	80%	Yes
Non-renewal of Easement	80%	Yes
Amendment of Management Plan	80%	Yes
Amendment of Management Plan Allowing Paved Roadway, Additional		

Paved Parking, or Disposition of Property	100%	Yes
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To the extent this summary conflicts with the specific voting requirements in the body of this Easement, such specific voting requirements shall control.

**E. Administrative Fee.** In consideration of Grantee's agreement to hold and enforce this Easement, Grantor will pay Grantee an administrative fee of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) upon execution of this Easement.

**F. Enforcement Reserve.** Grantor will deposit FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) with Grantee upon the commencement of each Renewal Term, if any. Such deposits, if any, will be used as a reserve (the "**Enforcement Reserve**") against Grantee's costs of enforcing this Easement. Grantee may draw upon the Enforcement Reserve as necessary to reimburse Grantee's costs of enforcement in the event of a breach or threatened breach of this Easement. Upon the expiration or sooner termination of this Easement, Grantee will return to Grantor any unused balance of the Enforcement Reserve.

## 6. RIGHTS AND OBLIGATIONS OF GRANTEE.

**A. Enforcement.** Grantee shall have the right and responsibility to enforce this Easement through appropriate legal proceedings in the event of a default or threatened default by Grantor or any act of a third party that has or would have a material adverse impact on the Public Purposes.

**B. Inspection.** Grantee shall have the right to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor's compliance with and otherwise enforce the terms of this Easement. In the case of an emergency, as determined by Grantee, Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical.

**C. Indemnity.** Grantee will indemnify and hold harmless Grantor Parties from and against any Claim to the extent arising out of or resulting from Grantee's unwarranted enforcement of any violation, or threatened violation, of this Easement, as determined by a court of competent jurisdiction. Grantor will be entitled to select counsel and control the defense and settlement of any such Claim.

**D. Voting and Public Hearing Requirements.** Any amendment to, waiver of, or consent given under this Easement that would have a material adverse impact on the Public Purposes will require a public hearing and the concurring vote of a majority of the members of Grantee's governing body. Any notice of non-renewal of this Easement will require a public hearing and the unanimous vote of Grantee's governing body.

**7. DEFAULT.** Either party will be in default if the party substantially fails to perform its obligations under this Easement and, after sixty (60) days' written notice from the non-defaulting party of such failure, the party has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by non-defaulting party.

**8. REMEDIES.** In the event of either party's default, the other party may pursue any remedy allowed under this Easement, at law, or in equity. In the event of a threatened default by Grantor or the act of a third party that has or would have a material adverse impact on the Public Purposes, Grantee will be specifically entitled to pursue temporary, preliminary, and permanent injunctive relief to prevent the default and restore the Property, as much as reasonably practicable, to its original condition. The parties' respective remedies under this Easement, at law, or in equity are cumulative.

**9. SUPERIORITY OF EASEMENT AND RESTRICTION ON TRANSFER.** Any conveyance, lease, mortgage, trust deed, lien, judgment, encumbrance, or other interest executed or entered against the Property after the Effective Date (collectively, an "*Encumbrance*") shall be subordinate to this Easement and shall not entitle the holder of the Encumbrance to violate the terms of this Easement or otherwise create a material adverse impact on the Public Purposes. Further, any such Encumbrance (other than a valid judgment of a court of competent jurisdiction) shall be prohibited without the consent of Grantor, which consent shall not be unreasonably withheld.

**10. EXTINGUISHMENT.** This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (A) through a judicial proceeding in a court of competent jurisdiction, and (B) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes. Any removal of land from this Easement constitutes an extinguishment regardless of how such removal might be characterized. In the event of an extinguishment of this Easement, the Easement shall revert to Grantor.

**11. MERGER.** The Parties intend that this Easement will not merge even in the event Grantee becomes the fee title owner of the Property. No merger of interest shall diminish Grantee's duty to uphold the public trust conveyed by this Easement.

**12. AMENDMENT.** This Easement may be amended only by mutual written consent after a public hearing before Grantor's City Council and a public hearing before Grantee's governing body. No amendment will be valid except upon the concurring vote of eighty percent (80%) of the members of Grantor's City Council and a majority of Grantee's governing body.

**13. GOVERNMENTAL IMMUNITY.** Grantor and Grantee are governmental entities under the Governmental Immunity Act of Utah, *Utah Code Ann.* § 63G-7-101, *et seq.* (the "*Governmental Immunity Act*"). Consistent with the Governmental Immunity Act, each party will be responsible for the wrongful or negligent acts or omissions of its own elected or appointed officials, employees, agents, and volunteers. Neither party waives any defense or any limit of liability available under the Governmental Immunity Act. Each party will notify the other party within thirty (30) days after receiving a notice of claim under the Governmental Immunity Act for which either party may have an obligation to defend, indemnify, and hold harmless the other party. If a party is served with a summons or complaint for which the other party may have an obligation to defend, indemnify, and hold harmless, it will notify the other party at least fourteen (14) days before a response to the summons or complaint is due.

## 14. MISCELLANEOUS PROVISIONS.

**A. Assignment.** Neither party will assign any rights or delegate any obligations under this Easement without the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, as a condition of Grantor's consent, (i) the transferee must be qualified to hold a conservation easement under Utah law; and (ii) the transferee must agree in writing to be bound by and carry out the obligations of Grantee under this Easement.

**B. Covenants Run with the Land.** The covenants contained in this Easement touch and concern real property and run with the land. This Easement will be binding upon the parties' respective successors, permitted assigns, agents, and legal representatives. Either party may record this Easement.

**C. Severability.** The provisions of this Easement are severable, and the invalidity or unenforceability of any provision of this Easement will not affect the validity or enforceability of the remaining provisions.

**d. Captions.** The section and paragraph headings contained in this Easement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Easement.

**e. Entire Agreement; Modification; Waiver.** This Easement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. Subject to other provisions of this Easement, no modification of this Easement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Easement must be in writing and must be signed by the party waiving the provision.

**f. No Third-Party Beneficiaries.** This Easement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including residents of Grantor and Grantee, will have any interest under this Easement or be classified as a third-party beneficiary. Neither party will be liable to any claimant for any obligation of the other party under this Easement or otherwise.

**g. Time of Essence.** Time is of the essence in the performance of all obligations under this Easement.

**h. Governing Law.** THIS EASEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN UTAH COUNTY OR, FOR FEDERAL COURT, SALT LAKE CITY, UTAH, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS EASEMENT.

**i. No Partnership.** The transactions contemplated under this Easement do not constitute a partnership, joint venture, or other association between the parties.

**j. Notice.** All notices required under this Easement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail or by email with a “read receipt” tracking option, addressed as follows:

TO GRANTOR: Alpine City  
 Attention: City Administrator  
 20 North Main Street  
 Alpine, Utah 84004  
 Email: ssorensen@alpinecity.org

TO GRANTEE: Utah County  
 Attn: County Attorney, Civil Division Chief  
 100 East Center Street  
 Provo, Utah 84606  
 Email: pauljo@utahcounty.gov

Either party may designate a different address by written notice to the other party. Any notice given under this Easement will be deemed given as of the date delivered or mailed.

**k. No Separate Legal Entity.** No separate legal entity is created by this Easement.

**l. Interlocal Cooperation Act Compliance.** Each party represents and warrants that it has submitted this Easement to its authorized attorney for review and approval as to form, and has otherwise complied with the Interlocal Cooperation Act in connection with the execution of this Easement. A duly executed original or counterpart of this Easement will be filed with the keeper of records of each party in accordance with the Interlocal Cooperation Act.

**m. Warranty of Authority.** The persons signing this Easement on behalf of a party hereby warrant that they have the requisite authority to execute this Easement on the party’s behalf, and the party has agreed to be and is bound hereby.

**n. Exhibits.** All exhibits to this Easement are incorporated in this Easement by reference.

**o. Counterparts.** This Easement may be executed in any number of counterparts, each of which will be deemed an original, and all which constitute one instrument.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Easement as of the Effective Date.

**GRANTOR:**

ALPINE CITY

  
\_\_\_\_\_  
Carla Merrill, Mayor

ATTEST:

  
\_\_\_\_\_  
DeAnn Parry, City Recorder

STATE OF UTAH        )  
                              : ss  
County of Utah        )

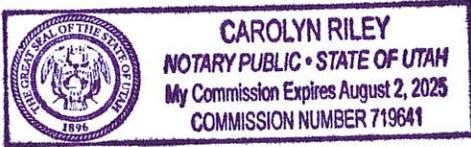
The foregoing instrument was acknowledged before me on March 28, 2024, by Carla Merrill and DeAnn Parry in their capacity as Alpine City Mayor and Alpine City Recorder, respectively.

  
\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM AND LEGALITY:

BENNETT TUELLER JOHNSON & DEERE

  
\_\_\_\_\_  
Stephen B. Doxey  
Alpine City Attorney



**GRANTEE:**

UTAH COUNTY

  
\_\_\_\_\_  
Brandon B. Gordon, Chair, Utah County Commission

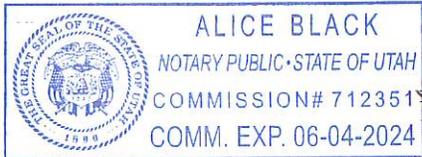


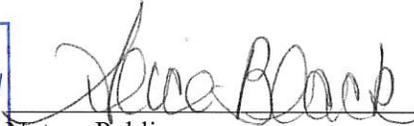
ATTEST:

  
\_\_\_\_\_  
Aaron R. Davidson, Utah County Clerk

STATE OF UTAH                    )  
  : ss  
County of Utah                    )

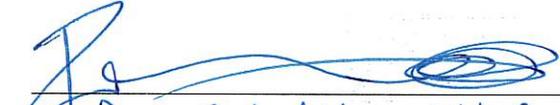
The foregoing instrument was acknowledged before me on April 10, 2024, by Brandon B. Gordon and Aaron R. Davidson in their capacity as Chair of the Utah County Commission and Utah County Clerk, respectively.



  
\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM AND LEGALITY:

Utah County Attorney

  
\_\_\_\_\_  
Deputy County Attorney, Utah County  
Paul Jones

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## EXHIBIT A

### *Legal Description of Property*

## NORTH PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SLB&M; THENCE N89°56'00"E 2618.22 FEET, THENCE S00°45'59"E 1334.90 FEET, THENCE WEST 2628.36 FEET, THENCE S00°19'13"E 199.81 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 258.04 FEET, WITH A RADIUS OF 223.00 FEET, WITH A CHORD BEARING OF N51°59'42"W, WITH A CHORD LENGTH OF 243.88 FEET, THENCE N18°50'06"W 169.06 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 27.11 FEET, WITH A RADIUS OF 173.00 FEET, WITH A CHORD BEARING OF S66°39'58"W, WITH A CHORD LENGTH OF 27.08 FEET, THENCE S71°09'19"W 133.84 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 22.89 FEET, WITH A RADIUS OF 273.00 FEET, WITH A CHORD BEARING OF S73°33'25"W, WITH A CHORD LENGTH OF 22.88 FEET, THENCE S75°57'30"W 205.20 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 50.32 FEET, WITH A RADIUS OF 173.00', WITH A CHORD BEARING OF S84°17'27"W, WITH A CHORD LENGTH OF 50.14 FEET, THENCE N87°22'37"W 11.94 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 80.90 FEET, WITH A RADIUS OF 73.00 FEET, WITH A CHORD BEARING OF N55°37'50"W, WITH A CHORD LENGTH OF 76.82 FEET, THENCE N23°53'04"W 119.00 FEET, THENCE N57°02'00"E 246.87 FEET, THENCE N39°55'00"E 140.00 FEET, THENCE N25°44'00"E 370.00 FEET, THENCE N32°56'00"E 601.25 FEET, THENCE N00°19'33"W 104.20 FEET, TO THE POINT OF BEGINNING. AREA OF ABOVE DESCRIBED PARCEL CONTAINS 91.587 ACRES

## SOUTH PARCEL:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SLB&M; THENCE S00°20'34"E 1328.88 FEET, THENCE S87°39'05"E 1326.14 FEET, THENCE S00°33'17"E 1271.40 FEET, THENCE S89°51'12"W 815.24 FEET, THENCE S89°52'59"W 513.81 FEET, THENCE S89°52'28"W 741.65 FEET, THENCE NORTH 296.35 FEET, THENCE N30°57'06"W 242.24 FEET, THENCE S89°20'28"W 215.41 FEET, THENCE S00°00'14"W 300.81 FEET, THENCE S89°28'28"W 29.93 FEET, THENCE NORTH 849.45 FEET, THENCE S89°24'16"W 205.58 FEET, THENCE N85°02'12"W 97.24 FEET, THENCE N86°36'17"W 168.74 FEET, THENCE N08°33'57"E 19.36 FEET, THENCE N13°11'38"W 27.26 FEET, THENCE N74°13'23"E 12.65 FEET, THENCE N05°49'00"E 537.24 FEET, THENCE N63°09'30"W 33.18 FEET, THENCE N63°48'07"E 18.34 FEET, THENCE NORTH 663.23 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 16.69 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF N57°05'19"E, WITH A CHORD LENGTH OF 16.21 FEET, THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.22 FEET, WITH A RADIUS OF 50.00 FEET, WITH A CHORD BEARING OF N41°19'27"E, WITH A CHORD LENGTH OF 14.17 FEET, THENCE N01°57'21"W 92.34 FEET, THENCE N19°02'38"E 66.95 FEET, THENCE N21°28'58"E 79.08 FEET, THENCE N24°49'35"E 35.08 FEET, THENCE N18°19'37"E

36.95 FEET, THENCE N89°40'34"E 85.68 FEET, THENCE N00°44'38"E 1133.98 FEET, THENCE S40°51'00"W 12.14 FEET, THENCE N00°13'29"E 207.01 FEET, THENCE N89°41'55"E 136.22 FEET, THENCE N33°42'00"E 130.23 FEET, THENCE N41°43'50"E 239.99 FEET, THENCE S47°51'45"E 91.57 FEET, THENCE S23°53'04"E 221.08 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 140.74 FEET, WITH A RADIUS OF 127.00 FEET, WITH A CHORD BEARING OF S55°37'50"E, WITH A CHORD LENGTH OF 133.65 FEET, THENCE S87°22'37"E 11.94 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 66.02 FEET, WITH A RADIUS OF 227.00 FEET, WITH A CHORD BEARING OF N84°17'27"E, WITH A CHORD LENGTH OF 65.79 FEET, THENCE N75°57'30"E 205.20 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 27.41', WITH A RADIUS OF 327.00 FEET, WITH A CHORD BEARING OF N73°33'25"E, WITH A CHORD LENGTH OF 27.41 FEET, THENCE N71°09'19"E 86.82 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 31.42 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF S63°50'23"E, WITH A CHORD LENGTH OF 28.29 FEET, THENCE S18°50'06"E 92.94 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 325.42 FEET, WITH A RADIUS OF 277.00 FEET, WITH A CHORD BEARING OF S52°30'01"E, WITH A CHORD LENGTH OF 307.02 FEET, THENCE S00°19'13"E 1077.97 FEET, TO THE POINT OF BEGINNING. AREA OF ABOVE DESCRIBED PARCEL CONTAINS 159.010 ACRES

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**EXHIBIT B**

*Property Map*



## ALPINE CITY LAMBERT PARK MANAGEMENT PLAN

THIS LAMBERT PARK MANAGEMENT PLAN (“*Plan*”) is made and adopted as of SEPTEMBER 26, 2023, (the “*Effective Date*”) by ALPINE CITY (the “*City*”) for the ongoing maintenance and management of the City property commonly known as LAMBERT PARK, a map of which is attached as **Exhibit A** (the “*Park*”).

The Park is an invaluable asset of the City that provides significant public benefit, both to residents of the City and to others who use the Park. As owner of the Park, the City has the right and responsibility to manage the Park, including the right to protect, preserve, and maintain the Park predominantly in a natural, scenic, and open condition, and for recreational, agricultural, cultural, historical, and educational use to benefit the public (collectively, the “*Public Purposes*”).

The City finds that it is in the best interest of the health, safety, and welfare of the City and its residents to adopt this Plan for the management and maintenance of the Park. The City also intends to grant a conservation easement to Utah County under the Utah Land Conservation Easement Act, *Utah Code Ann. § 57-18-1 et seq.*, in substantially the form of the attached **Exhibit B** (the “*Conservation Easement*”), to preserve the Park exclusively for the Public Purposes. The Conservation Easement refers to and recognizes this Plan and contains restrictions on the amendment or modification of the Plan.

NOW, THEREFORE, the City, through its city council, hereby adopts the following Plan for the Park:

**1. APPLICABILITY.** This Plan applies and is intended to be enforced over, under, and across the entire Park to advance the Public Purposes.

**2. PUBLIC PURPOSES.**

**A. Exclusive Use.** The Park shall be used exclusively for the Public Purposes. The Public Purposes include the protection, preservation, and maintenance of the Park predominantly in a natural, scenic, and open condition, and for recreational, agricultural, cultural, historical, and educational use for the public benefit. The Public Purposes allow the City and its agents to construct and maintain critical infrastructure, including public utilities, as well as improvements to the Park, for the public benefit in accordance with this Plan.

**B. Lawful Existing Uses.** The City intends to use, maintain, and preserve the Park in substantially the manner in which it has been used, maintained, and preserved historically. All lawful uses of the Park as of the Effective Date are hereby permitted and declared to be consistent with the Public Purposes, subject to any restriction imposed by the City in accordance with this Plan or the Conservation Easement.

**C. Future Uses.** Future uses and enhancements of the Park are permitted if (i) they would have no material adverse impact on the Public Purposes, and (ii) they are specifically allowed under this Plan, as amended.

**3. PROHIBITED ACTIVITIES IN PARK.** Subject to lawful existing uses of the Park, this Plan prohibits any activity in the Park that has or would have a material adverse impact on the Public Purposes. This Plan and the Conservation Easement specifically prohibit the following:

**A. Development Activities.** Residential, commercial, or industrial development of any portion of the Park is prohibited. This includes actual or *de facto* subdivision of any portion of the Park and any construction in the Park, other than as specifically permitted in this Plan for the Public Purposes.

**B. Transfer of Development Rights.** Proffer or dedication of any portion of the Park as open space in or as part of any residential, commercial, or industrial development is prohibited. Proffer or dedication of any portion of the Park for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permit is prohibited. Transfer of any development rights that have been encumbered or extinguished by the Conservation Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise, is prohibited.

**4. TERM.** Unless sooner terminated in accordance with the Conservation Easement, this Plan will remain in effect during the entire term of the Conservation Easement.

**5. MAINTENANCE AND MANAGEMENT OF THE PARK.** The City expressly reserves and may exercise all rights associated with the ownership of the Park, subject to any restrictions imposed under the Conservation Easement, including the following:

**A. Water Resources.** The City owns or is authorized to use and maintain water resources and water-related infrastructure in the Park, including springs, water tanks, water storage ponds, ditches, and pipelines, as part of the City's public responsibility as a municipality. The City may develop, add to, enhance, install, maintain, repair, relocate, and replace such water resources and infrastructure as the City determines. The City may also exercise its rights and responsibilities with respect to the water resources and infrastructure of Alpine Irrigation Company located in the Park.

**B. Public Access, Trails, and Trailheads.** The City may identify, maintain, reroute, relocate, improve, and construct recreational and educational trails and trailhead parking areas in the Park for the benefit of the public, including to provide access for those with disabilities. The City may temporarily or permanently close trails as necessary for public safety, maintenance, trail restoration, or otherwise, consistent with the Public Purposes. A map of the current trails located within the Park, including portions of the Bonneville Shoreline Trail, is attached to this Plan as **Exhibit C**, which may be replaced without otherwise amending this Plan as trail modifications are approved.

**C. Fire Suppression.** The City may remove brush and vegetation and take other measures as necessary to minimize the risk of wildfire, or to suppress wildfires, in or adjacent to the Park.

**D. Utilities.** The City may maintain, improve, repair, replace or relocate existing utilities, including the existing cell tower, as long as the Park is restored, as much as reasonably practicable, to its original undisturbed nature. The City may allow for co-location on the existing cell tower, but no new cell towers will be permitted in the Park unless otherwise provided in this Plan. The City may install, construct, maintain, repair, and replace new underground utilities as long as the Park is restored, as much as reasonably practicable, to its original undisturbed nature.

**E. Park Facilities and Public Gathering Areas.** The City may construct and improve park facilities, bathroom facilities, emergency aid facilities, landscaping, picnic areas, pavilions, boweries, and gathering areas in the Park. The City may install other park improvements, such as bridges, boardwalks, culverts, and separated street crossings, for the public use and enjoyment.

**F. Fences.** The City may construct new fencing, replace existing fencing, and install gates for the purpose of defining Park boundaries, delineating specific uses, or restricting unauthorized access to or across the Park.

**G. Roads.**

(1) **Generally.** The City may maintain and allow the use of existing maintenance roads (including the road to the existing cell tower), emergency access roads, the rodeo grounds road, and other roads in the Park (paved or unpaved) consistent with their historical maintenance and use. The City may construct new roads only as necessary to provide access to trailhead parking areas or to maintain critical infrastructure consistent with the Public Purposes. The City may reroute or improve the portion of Box Elder Drive that crosses the Park and may improve the portion of Grove Drive that crosses the Park as reasonably necessary to maintain or enhance public safety.

(2) **Moyle Drive Extension.** An unpaved extension of Moyle Drive crosses the Park to the terminus of Box Elder Way (the “*Moyle Drive Extension*”). The Moyle Drive Extension may be used only for maintenance and emergency purposes and shall be maintained in an unpaved condition substantially as it exists on the Effective Date, except as otherwise provided in this Plan and the Conservation Easement.

(3) **Motor Vehicle Use.** The City may adopt and enforce policies, consistent with this Plan, prohibiting or restricting motorized vehicles in designated areas of the Park.

**H. Rodeo Grounds.** The City may use and maintain the portion of the Park known as the “rodeo grounds” and associated roads and parking areas for public events.

**I. Signs.** The City may place signs in the Park, except for commercial, political, or other off-premise signs or billboards, as long as the signs are consistent with the Public Purposes.

**J. Public Safety.** The City may conduct and restrict activities in the Park as reasonably necessary to preserve the public health, safety, and welfare, including for purposes of fire suppression and prevention; flood control and prevention; response to avalanche, earth movement, and other circumstances beyond the City’s control; and preventing similar threats or injury to persons or to the Park. The City may adopt and enforce rules regulating hours of use or activities in the Park, including rules requiring permits for any overnight after-hours activity and rules governing the interaction among pedestrian, equestrian, bicycle, and other uses, in order to promote public safety. Any such rules may be appended to this Plan as an exhibit, but failure to so append the rules will not invalidate them. Certain rules in effect as of the Effective Date are attached as **Exhibit D**, which may be replaced without otherwise amending this Plan as rules are adopted or modified. Any amendments to the rules that are inconsistent with this Plan will not be incorporated into this Plan, except by the formal amendment process provided herein.

**6. EXISTING ORDINANCES AND PLANS INCORPORATED IN PLAN.** This Plan acknowledges and incorporates by reference all current provisions of the Alpine City Municipal Code (the “*Code*”), Alpine City General Plan (the “*General Plan*”), and master plans (the “*Master Plans*”)

applicable to the Park as a whole or certain areas within the Park. The portion of the General Plan applicable to the Park and the Master Plan for the rodeo grounds are attached to this Plan as **Exhibit E**. Any amendments to the Code, General Plan, or Master Plans that are inconsistent with this Plan will not be incorporated into this Plan, except by the formal amendment process provided herein.

**7. ENFORCEMENT.** In the event any person violates this Plan or any rules or regulations adopted pursuant to this plan, the City may pursue any remedy allowed under this Plan, at law, or in equity. Specifically, the City will be entitled to pursue temporary, preliminary, and permanent injunctive relief to prevent the violation of this Plan or any such rule or regulation, and may issue warnings or citations or otherwise pursue criminal remedies for any violation. The City's remedies under this Plan, at law, or in equity are cumulative.

**8. AMENDMENT.** This Plan may be amended or modified only after a public hearing and upon the concurrence of at least eighty percent (**80%**) of the members of the City Council. Notwithstanding the foregoing, the unanimous vote of all members of the City Council is required for any amendment or modification that would allow the addition of a paved vehicle roadway, pavement of an existing unpaved vehicle roadway (such as the Moyle Drive Extension), the addition of a paved parking area, or the disposition of any parcel of land within the Park.

**9. GOVERNMENTAL IMMUNITY.** The City is a governmental entity under the Governmental Immunity Act of Utah, *Utah Code Ann. § 63G-7-101, et seq.* (the "**Governmental Immunity Act**"). Nothing in this Plan waives any defense or any limit of liability available to the City under the Governmental Immunity Act.

#### **10. MISCELLANEOUS PROVISIONS.**

**a. Severability.** The provisions of this Plan are severable, and the invalidity or unenforceability of any provision of this Plan will not affect the validity or enforceability of the remaining provisions.

**b. No Third-Party Beneficiaries.** This Plan is made for the exclusive benefit of the City and its successors, and assigns. No other person or entity, including residents of the City, will have any enforceable interest under this Plan or be classified as a third-party beneficiary. The City will not be liable to any third-party claimant for any obligation of the City under this Plan.

**c. Exhibits.** All exhibits to this Plan are incorporated in this Plan by reference.

ADOPTED by the City Council of Alpine City September 26, 2023.

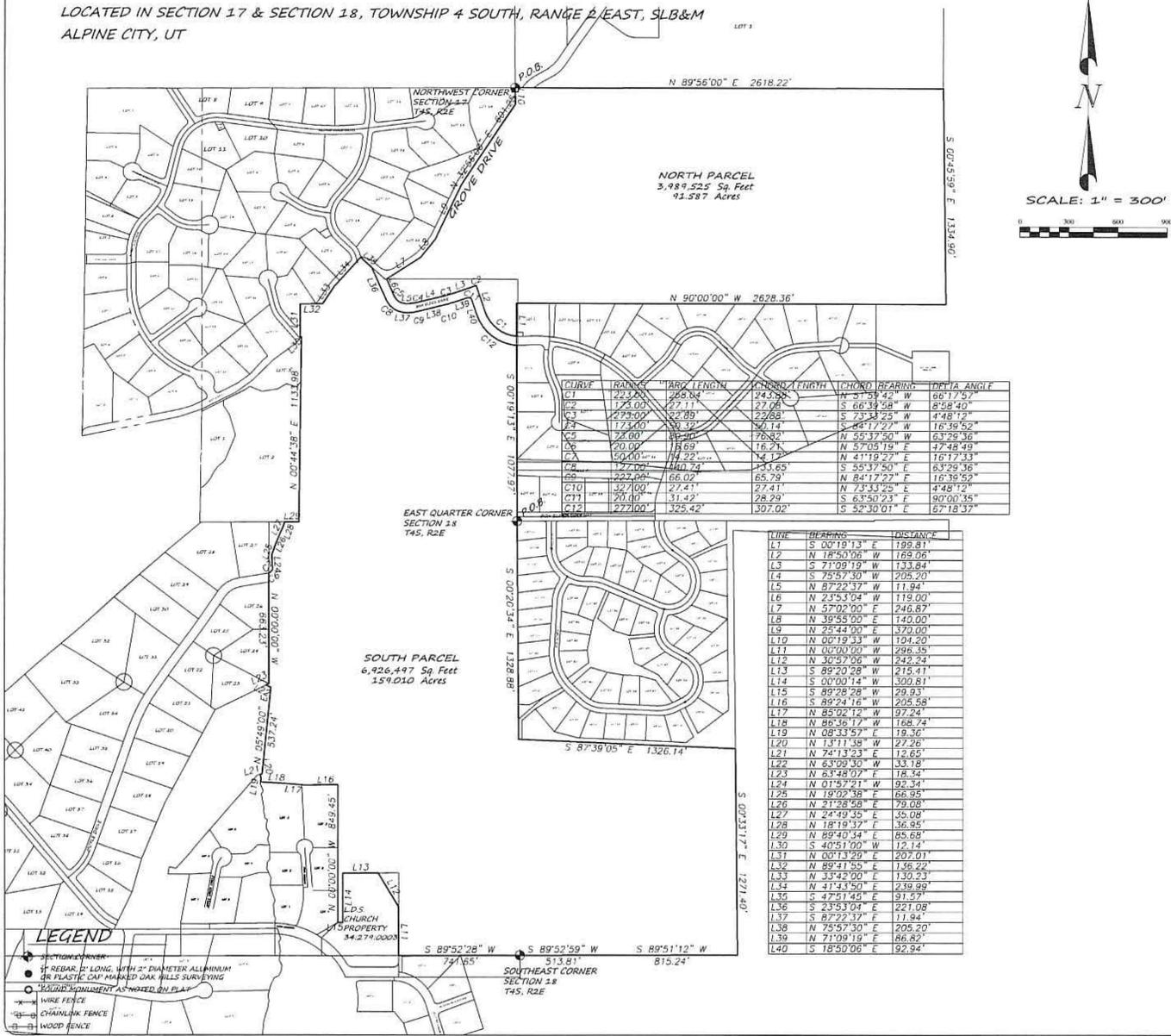
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**EXHIBIT A**

*Map of the Park*

# ALPINE CITY PROPERTY

LOCATED IN SECTION 17 & SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST, S1B&M  
ALPINE CITY, UT



## SURVEYOR'S CERTIFICATE

I, KEVIN S. BISHOP, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 4800652 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER DECLARE BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED ABOVE.

## BOUNDARY DESCRIPTIONS

**NORTH PARCEL:** BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, S1B&M, THENCE N8°56'00" E 2618.22 FEET, THENCE S00°45'58" E 1384.40 FEET, THENCE WEST 2028.36 FEET, THENCE S00°14'15" E 194.81 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 258.04 FEET, WITH A RADIUS OF 223.00 FEET, WITH A CHORD BEARING OF N51°54'42" W, WITH A CHORD LENGTH OF 243.88 FEET, THENCE N18°50'06" W 169.06 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 37.11 FEET, WITH A RADIUS OF 173.00 FEET, WITH A CHORD BEARING OF S64°34'58" W, WITH A CHORD LENGTH OF 27.08 FEET, THENCE S73°10'49" W 233.84 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 22.84 FEET, WITH A RADIUS OF 273.00 FEET, WITH A CHORD BEARING OF S73°53'25" W, WITH A CHORD LENGTH OF 22.88 FEET, THENCE S75°57'30" W 205.20 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 50.32 FEET, WITH A RADIUS OF 173.00 FEET, WITH A CHORD BEARING OF S84°17'27" W, WITH A CHORD LENGTH OF 50.34 FEET, THENCE N87°22'37" W 11.94 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 40.80 FEET, WITH A RADIUS OF 173.00 FEET, WITH A CHORD BEARING OF N55°37'50" W, WITH A CHORD LENGTH OF 76.82 FEET, THENCE N23°53'04" W 119.00 FEET, THENCE N37°02'09" E 246.87 FEET, THENCE N39°55'00" E 140.00 FEET, THENCE N25°44'00" E 370.00 FEET, THENCE N00°19'33" W 104.20 FEET, TO THE POINT OF BEGINNING. AREA OF ABOVE DESCRIBED PARCEL CONTAINS 91.587 ACRES.

**SOUTH PARCEL:** BEGINNING AT THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST, S1B&M, THENCE S00°20'34" E 1328.88 FEET, THENCE S87°34'00" E 1326.24 FEET, THENCE S00°53'21" E 1271.40 FEET, THENCE S84°51'21" W 818.24 FEET, THENCE S84°52'14" W 523.81 FEET, THENCE S80°52'21" W 741.95 FEET, THENCE NORTH 246.35 FEET, THENCE N50°57'06" W 242.24 FEET, THENCE S84°20'28" W 215.41 FEET, THENCE S00°00'14" W 300.81 FEET, THENCE S84°20'28" W 215.41 FEET, THENCE NORTH 444.48 FEET, THENCE S84°20'28" W 205.58 FEET, THENCE N50°52'12" W 87.24 FEET, THENCE N86°36'17" W 168.74 FEET, THENCE N05°33'57" E 19.30 FEET, THENCE N13°11'36" W 27.56 FEET, THENCE N19°02'58" E 66.95 FEET, THENCE N21°28'58" E 79.08 FEET, THENCE N24°49'35" E 35.08 FEET, THENCE N23°31'04" E 221.08 FEET, THENCE N37°02'09" E 246.87 FEET, THENCE N39°55'00" E 140.00 FEET, THENCE N25°44'00" E 370.00 FEET, THENCE N00°19'33" W 104.20 FEET, THENCE N00°00'00" W 296.35 FEET, THENCE N30°59'06" W 242.24 FEET, THENCE S89°20'28" 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**EXHIBIT B**

*Form of Conservation Easement*

WHEN RECORDED, RETURN TO:

Utah County Attorney  
100 East Center Street, Suite 2100  
Provo, Utah 84606

## LAMBERT PARK DEED OF TEMPORARY CONSERVATION EASEMENT

THIS DEED OF TEMPORARY CONSERVATION EASEMENT (“*Easement*”) is made and granted as of SEPTEMBER 26, 2023, (the “*Effective Date*”) by ALPINE CITY (“*Grantor*”), having an address of 20 North Main Street, Alpine, Utah 84004, to UTAH COUNTY (“*Grantee*”), having an address of 100 East Center Street, Provo, Utah 84606, to be held and enforced for the benefit of the public in accordance with the terms and for the purposes set forth in this Easement.

### RECITALS:

A. Grantor owns five parcels of real property, located in Alpine City, State of Utah, commonly known as Lambert Park, as described in the legal description attached as **Exhibit A** and as depicted in the property map attached as **Exhibit B** (collectively, the “*Property*”).

B. The Property provides a significant public benefit, both to residents of Alpine City and to others who use the Property, including residents of Utah County living outside of Alpine City.

C. Grantor has the right, as owner of the Property, to protect, preserve, and maintain the Property predominantly in a natural, scenic, and open condition, and for recreational, agricultural, cultural, historical, and educational use to benefit the public, including the residents of Alpine City (collectively, the “*Public Purposes*”).

D. The Utah Land Conservation Easement Act, *Utah Code Ann.* § 57-18-1 *et seq.* (the “*Conservation Easement Act*”), authorizes Grantor to grant this Easement to further the Public Purposes. Grantor finds that it is in the best interest of the health, safety, and welfare of the residents of Alpine City to do so. Grantor’s city council (the “*City Council*”) has duly adopted a resolution approving and authorizing Grantor’s conveyance, execution, and recordation of this Easement.

E. Under Section 57-18-3 of the Conservation Easement Act, Grantee, as a governmental entity, is qualified to acquire and hold a conservation easement to help Grantor achieve the Public Purposes.

F. Grantee’s legislative body has duly adopted a resolution approving Grantee’s acceptance, execution, and recordation of this Easement.

G. This Easement constitutes a public charitable trust to be held and enforced by Grantee for the benefit of the public, including the residents of Alpine City. The parties

acknowledge that Grantor is also entitled to enforce this Easement under the Conservation Easement Act.

H. Grantor finds that Grantee's agreement to hold and enforce this Easement to advance the Public Purposes constitutes adequate consideration for the grant of this Easement.

I. The parties desire that this Easement be construed to further the Public Purposes.

J. The Parties are authorized to enter into this Easement under the Conservation Easement Act and the Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, *et seq.* (the "***Interlocal Cooperation Act***").

NOW, THEREFORE, for valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. GRANT OF TEMPORARY CONSERVATION EASEMENT.** Grantor hereby grants and conveys to Grantee and its successors in interest a TEMPORARY CONSERVATION EASEMENT under the Conservation Easement Act, to be held and enforced for the benefit of the public, including the residents of Alpine City, in accordance with the terms of this Easement. This Easement is granted over and across the entire Property to advance the Public Purposes. Any mortgage, lien or other encumbrance against the Property, other than an encumbrance of record existing on the Effective Date or an encumbrance determined by an appropriate court to have been in existence on the Effective Date, shall be subordinate to all rights granted under this Easement.

**2. PUBLIC PURPOSES.**

**A. Exclusive Use.** During the term of this Easement, the Property shall be used exclusively for the Public Purposes. The parties agree that the Public Purposes include the protection, preservation, and maintenance of the Property predominantly in a natural, scenic, and open condition, and for recreational, agricultural, cultural, historical, and educational use for the public benefit. The Public Purposes also allow for the construction and maintenance of critical infrastructure, including public utilities, as well as improvement of the Property, for the public benefit in accordance with this Easement.

**B. Lawful Existing Uses.** Grantor, its successors, and assigns shall be permitted to use, maintain, and preserve the Property in substantially the manner in which it has been used, maintained, and preserved historically. All lawful uses of the Property as of the Effective Date are hereby permitted and declared to be consistent with the Public Purposes, subject to any restriction imposed by Grantor in accordance with this Easement.

**C. Moyle Drive Extension.** The parties acknowledge that an unpaved extension of Moyle Drive crosses the Property to the terminus of Box Elder Way (the "***Moyle Drive Extension***"). The Moyle Drive Extension may be used only for maintenance and emergency purposes and shall be maintained in an unpaved condition substantially as it exists on the Effective Date, except as otherwise provided in this Easement or by order of a court of competent jurisdiction.

**D. Future Uses.** Future uses and enhancements of the Property shall be permitted if (i) they would be consistent with and have no material adverse impact on the Public Purposes, and (ii) they are specifically allowed under the Management Plan (as defined below).

**3. PROHIBITED ACTIVITIES ON PROPERTY.** Subject to lawful existing uses of the Property, this Easement prohibits any activity on the Property that has or would have a material adverse impact on the Public Purposes. This Easement specifically prohibits the following:

**A. Development Activities.** Residential, commercial, or industrial development of any portion of the Property is prohibited. This includes actual or *de facto* subdivision of any portion of the Property and any construction on the Property, other than as specifically permitted in this Easement for the Public Purposes. Grantor may not approve any such development during the term of this Easement, except by prior written consent of the parties in accordance with this Easement and only if consistent with the Public Purposes.

**B. Transfer of Development Rights.** Proffer or dedication of any portion of the Property as open space in or as part of any residential, commercial, or industrial development is prohibited. Proffer or dedication of any portion of the Property for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permit is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise, is prohibited.

**4. TERM OF EASEMENT.** This Easement will remain in effect for a term of ten (10) years after the Effective Date (the “*Initial Term*”). This Easement will automatically renew for up to five renewal terms of eight (8) years each (each, a “*Renewal Term*”) unless Grantor, upon the vote of at least eighty percent (80%) of the members of the City Council after a public hearing, or Grantee, by unanimous vote of its governing body after a public hearing, gives written notice of its intent not to renew this Easement. Such notice must be given at least one (1) year prior to expiration of the Initial Term or any applicable Renewal Term. Upon the expiration or sooner termination of this Easement, the rights and obligations of the parties, except for any rights or obligations which expressly or by their context survive this Easement (such as indemnity rights and obligations), will cease and the Property will no longer be encumbered by this Easement.

## **5. RIGHTS AND OBLIGATIONS OF GRANTOR.**

**A. Maintenance and Management.** Grantor expressly reserves and retains all rights associated with the ownership of the Property, subject to any restrictions imposed under this Easement. Grantor retains the right and responsibility to maintain and manage the Property for the Public Purposes. Subject to the terms of this Easement and the Management Plan (as defined below), Grantor’s exclusive authority over the Property includes the following:

(1) **Water Resources.** Grantor owns or is authorized to use and maintain water resources and water-related infrastructure, including springs, water tanks, water storage ponds, ditches, and pipelines, as part of Grantor’s public responsibility as a municipality. Grantor may develop, add to, enhance, install, maintain, repair, relocate, and replace such existing water resources and infrastructure. The parties acknowledge that this Easement does not impair any

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existing rights of Alpine Irrigation Company, its successors, or assigns to use and maintain its existing water resources and infrastructure on the Property, or any rights or obligations of Grantor with respect to such resources and infrastructure.

**(2) *Public Access, Trails, and Trailheads.*** Grantor has the right to identify, maintain, reroute, relocate, improve, and construct recreational and educational trails and trailhead parking areas on the Property for the benefit of the public, including to provide access for those with disabilities. Grantor may temporarily or permanently close trails as necessary for public safety, maintenance, trail restoration, or otherwise, consistent with the Public Purposes.

**(3) *Fire Suppression.*** Grantor retains the right to remove brush and vegetation and take other measures as necessary to minimize the risk of wildfire, or to suppress wildfires, on or adjacent to the Property. Grantor reserves the right to restrict target shooting, hunting, or any firearm discharge or fireworks on the Property.

**(4) *Utilities.*** Notwithstanding any provision of this Easement to the contrary, Grantor may maintain, improve, repair, replace or relocate existing utilities, including the existing cell tower, as long as the Property is restored, as much as reasonably practicable, to its original undisturbed nature. Grantor may allow for co-location on the existing cell tower, but no new cell towers will be permitted on the Property unless otherwise provided in the Management Plan (as defined below). Grantor reserves the right to install, construct, maintain, repair, and replace new underground utilities as long as the Property is restored, as much as reasonably practicable, to its original undisturbed nature.

**(5) *Park Facilities and Public Gathering Areas.*** Grantor retains the right to construct and improve existing park facilities, bathroom facilities, emergency aid facilities, landscaping, picnic areas, pavilions, boweries, and gathering areas on the Property. Grantor may install other park improvements, such as bridges, boardwalks, culverts, and separated street crossings, for the public use and enjoyment so long as they are consistent with the Public Purposes.

**(6) *Fencing.*** Grantor may construct new fencing, replace existing fencing, and install gates for the purpose of defining Property boundaries, delineating specific uses, or restricting unauthorized access across the Property consistent with the Public Purposes.

**(7) *Roads.*** Grantor may maintain and allow the use of existing maintenance roads (including the road to the existing cell tower), emergency access roads, the rodeo grounds road, and other roads on the Property (paved or unpaved) consistent with their historical maintenance and use. Except as otherwise provided in this Easement, Grantor may construct new roads only as necessary to provide access to trailhead parking areas or to maintain critical infrastructure consistent with the Public Purposes. Grantor may reroute or improve the portion of Box Elder Drive that crosses the Property and may improve the portion of Grove Drive that crosses the Property as reasonably necessary to maintain or enhance public safety. Grantor retains the right to adopt and enforce policies prohibiting or restricting motorized vehicles in designated areas of the Property.

**(8) *Rodeo Grounds.*** Grantor reserves the right to use and maintain the portion of the Property known as the “rodeo grounds” and associated roads and parking areas for public events.

(9) **Signs.** Grantor may place signs on the Property, except for commercial, political, or other off-premise signs or billboards, as long as the signs do not materially interfere with the Public Purposes.

(10) **Public Safety.** Grantor retains the right to conduct and restrict activities on the Property as reasonably necessary to preserve the public health, safety, and welfare, including for purposes of fire suppression and prevention; flood control and prevention; response to avalanche, earth movement, and other circumstances beyond Grantor’s control; and preventing similar threats or injury to persons or property. Grantor may adopt and enforce rules regulating hours of use or activities on the Property, including rules governing the interaction among pedestrian, equestrian, bicycle, and other uses, in order to promote public safety.

**B. Management Plan.** The parties acknowledge that Grantor has adopted a Lambert Park Management Plan for the ongoing maintenance and management of the Property (the “*Management Plan*”). The Management Plan provides for the adoption and enforcement of rules and regulations for the use of the Property and provides plans for the maintenance of and improvements to the Property. Any amendment or other modification of the Management Plan will be permitted only if it is consistent with the Public Purposes and receives the affirmative vote of at least eighty percent (80%) of the members of the City Council. Notwithstanding the foregoing, the unanimous vote of all members of the City Council is required for any amendment or modification that would allow the addition of a paved vehicle roadway, pavement of an existing unpaved vehicle roadway (such as the Moyle Drive Extension), the addition or expansion of a paved parking area, or the disposition of any parcel of land within the Property.

**C. Indemnity.** Grantor will defend, indemnify, and hold harmless Grantee, its elected and appointed officials, employees, agents, and volunteers (collectively, the “*Grantee Parties*”) from and against any claim, demand, damage, liability, loss, or cost (including reasonable attorney fees) (collectively, “*Claim*”) to the extent arising out of or resulting from (i) the acts or omissions of Grantor, its elected and appointed officials, employees, agents, and volunteers (collectively, the “*Grantor Parties*”) related to this Easement or the Property; (ii) Grantee’s enforcement of any breach, or threatened breach, of this Easement; (iii) the presence or release of any toxic or hazardous material or substance on the Property, except to the extent the presence or release was directly caused by Grantee; or (iv) any Claim made by a third party related to this Easement or the Property. Grantee will be entitled to select counsel and control the defense and settlement of the Claim.

**D. Summary of Voting and Public Hearing Requirements.** Grantor will comply with the voting and public hearing requirements of this Easement, which are summarized below:

Action	Vote of City Council	Public Hearing
Amendment/Waiver of Easement Provision	80%	Yes
Non-renewal of Easement	80%	Yes
Amendment of Management Plan	80%	Yes
Amendment of Management Plan Allowing Paved Roadway, Additional		

Paved Parking, or Disposition of  
Property

100%

Yes

To the extent this summary conflicts with the specific voting requirements in the body of this Easement, such specific voting requirements shall control.

**E. Administrative Fee.** In consideration of Grantee’s agreement to hold and enforce this Easement, Grantor will pay Grantee an administrative fee of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) upon execution of this Easement.

**F. Enforcement Reserve.** Grantor will deposit FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) with Grantee upon the commencement of each Renewal Term, if any. Such deposits, if any, will be used as a reserve (the “*Enforcement Reserve*”) against Grantee’s costs of enforcing this Easement. Grantee may draw upon the Enforcement Reserve as necessary to reimburse Grantee’s costs of enforcement in the event of a breach or threatened breach of this Easement. Upon the expiration or sooner termination of this Easement, Grantee will return to Grantor any unused balance of the Enforcement Reserve.

## 6. RIGHTS AND OBLIGATIONS OF GRANTEE.

**A. Enforcement.** Grantee shall have the right and responsibility to enforce this Easement through appropriate legal proceedings in the event of a default or threatened default by Grantor or any act of a third party that has or would have a material adverse impact on the Public Purposes.

**B. Inspection.** Grantee shall have the right to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor’s compliance with and otherwise enforce the terms of this Easement. In the case of an emergency, as determined by Grantee, Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical.

**C. Indemnity.** Grantee will indemnify and hold harmless Grantor Parties from and against any Claim to the extent arising out of or resulting from Grantee’s unwarranted enforcement of any violation, or threatened violation, of this Easement, as determined by a court of competent jurisdiction. Grantor will be entitled to select counsel and control the defense and settlement of any such Claim.

**D. Voting and Public Hearing Requirements.** Any amendment to, waiver of, or consent given under this Easement that would have a material adverse impact on the Public Purposes will require a public hearing and the concurring vote of a majority of the members of Grantee’s governing body. Any notice of non-renewal of this Easement will require a public hearing and the unanimous vote of Grantee’s governing body.

**7. DEFAULT.** Either party will be in default if the party substantially fails to perform its obligations under this Easement and, after sixty (60) days’ written notice from the non-defaulting party of such failure, the party has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by non-defaulting party.

**8. REMEDIES.** In the event of either party's default, the other party may pursue any remedy allowed under this Easement, at law, or in equity. In the event of a threatened default by Grantor or the act of a third party that has or would have a material adverse impact on the Public Purposes, Grantee will be specifically entitled to pursue temporary, preliminary, and permanent injunctive relief to prevent the default and restore the Property, as much as reasonably practicable, to its original condition. The parties' respective remedies under this Easement, at law, or in equity are cumulative.

**9. SUPERIORITY OF EASEMENT AND RESTRICTION ON TRANSFER.** Any conveyance, lease, mortgage, trust deed, lien, judgment, encumbrance, or other interest executed or entered against the Property after the Effective Date (collectively, an "*Encumbrance*") shall be subordinate to this Easement and shall not entitle the holder of the Encumbrance to violate the terms of this Easement or otherwise create a material adverse impact on the Public Purposes. Further, any such Encumbrance (other than a valid judgment of a court of competent jurisdiction) shall be prohibited without the consent of Grantor, which consent shall not be unreasonably withheld.

**10. EXTINGUISHMENT.** This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (A) through a judicial proceeding in a court of competent jurisdiction, and (B) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes. Any removal of land from this Easement constitutes an extinguishment regardless of how such removal might be characterized. In the event of an extinguishment of this Easement, the Easement shall revert to Grantor.

**11. MERGER.** The Parties intend that this Easement will not merge even in the event Grantee becomes the fee title owner of the Property. No merger of interest shall diminish Grantee's duty to uphold the public trust conveyed by this Easement.

**12. AMENDMENT.** This Easement may be amended only by mutual written consent after a public hearing before Grantor's City Council and a public hearing before Grantee's governing body. No amendment will be valid except upon the concurring vote of eighty percent (80%) of the members of Grantor's City Council and a majority of Grantee's governing body.

**13. GOVERNMENTAL IMMUNITY.** Grantor and Grantee are governmental entities under the Governmental Immunity Act of Utah, *Utah Code Ann.* § 63G-7-101, *et seq.* (the "*Governmental Immunity Act*"). Consistent with the Governmental Immunity Act, each party will be responsible for the wrongful or negligent acts or omissions of its own elected or appointed officials, employees, agents, and volunteers. Neither party waives any defense or any limit of liability available under the Governmental Immunity Act. Each party will notify the other party within thirty (30) days after receiving a notice of claim under the Governmental Immunity Act for which either party may have an obligation to defend, indemnify, and hold harmless the other party. If a party is served with a summons or complaint for which the other party may have an obligation to defend, indemnify, and hold harmless, it will notify the other party at least fourteen (14) days before a response to the summons or complaint is due.

## 14. MISCELLANEOUS PROVISIONS.

**A. Assignment.** Neither party will assign any rights or delegate any obligations under this Easement without the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, as a condition of Grantor's consent, (i) the transferee must be qualified to hold a conservation easement under Utah law; and (ii) the transferee must agree in writing to be bound by and carry out the obligations of Grantee under this Easement.

**B. Covenants Run with the Land.** The covenants contained in this Easement touch and concern real property and run with the land. This Easement will be binding upon the parties' respective successors, permitted assigns, agents, and legal representatives. Either party may record this Easement.

**C. Severability.** The provisions of this Easement are severable, and the invalidity or unenforceability of any provision of this Easement will not affect the validity or enforceability of the remaining provisions.

**d. Captions.** The section and paragraph headings contained in this Easement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Easement.

**e. Entire Agreement; Modification; Waiver.** This Easement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. Subject to other provisions of this Easement, no modification of this Easement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Easement must be in writing and must be signed by the party waiving the provision.

**f. No Third-Party Beneficiaries.** This Easement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including residents of Grantor and Grantee, will have any interest under this Easement or be classified as a third-party beneficiary. Neither party will be liable to any claimant for any obligation of the other party under this Easement or otherwise.

**g. Time of Essence.** Time is of the essence in the performance of all obligations under this Easement.

**h. Governing Law.** THIS EASEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN UTAH COUNTY OR, FOR FEDERAL COURT, SALT LAKE CITY, UTAH, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS EASEMENT.

**i. No Partnership.** The transactions contemplated under this Easement do not constitute a partnership, joint venture, or other association between the parties.

**j. Notice.** All notices required under this Easement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail or by email with a “read receipt” tracking option, addressed as follows:

TO GRANTOR: Alpine City  
Attention: City Administrator  
20 North Main Street  
Alpine, Utah 84004  
Email: ssorensen@alpinecity.org

TO GRANTEE: Utah County  
Attn: County Attorney, Civil Division Chief  
100 East Center Street  
Provo, Utah 84606  
Email: pauljo@utahcounty.gov

Either party may designate a different address by written notice to the other party. Any notice given under this Easement will be deemed given as of the date delivered or mailed.

**k. No Separate Legal Entity.** No separate legal entity is created by this Easement.

**l. Interlocal Cooperation Act Compliance.** Each party represents and warrants that it has submitted this Easement to its authorized attorney for review and approval as to form, and has otherwise complied with the Interlocal Cooperation Act in connection with the execution of this Easement. A duly executed original or counterpart of this Easement will be filed with the keeper of records of each party in accordance with the Interlocal Cooperation Act.

**m. Warranty of Authority.** The persons signing this Easement on behalf of a party hereby warrant that they have the requisite authority to execute this Easement on the party’s behalf, and the party has agreed to be and is bound hereby.

**n. Exhibits.** All exhibits to this Easement are incorporated in this Easement by reference.

**o. Counterparts.** This Easement may be executed in any number of counterparts, each of which will be deemed an original, and all which constitute one instrument.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Easement as of the Effective Date.

**GRANTOR:**

ALPINE CITY

  
\_\_\_\_\_  
Carla Merrill, Mayor

ATTEST:

  
\_\_\_\_\_  
DeAnn Parry, City Recorder

STATE OF UTAH     )  
                              : ss  
County of Utah     )

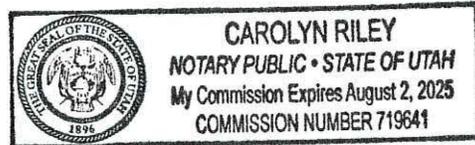
The foregoing instrument was acknowledged before me on March 28, 2024, by Carla Merrill and DeAnn Parry in their capacity as Alpine City Mayor and Alpine City Recorder, respectively.

  
\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM AND LEGALITY:

BENNETT TUELLER JOHNSON & DEERE

  
\_\_\_\_\_  
Stephen B. Doxey  
Alpine City Attorney



**GRANTEE:**

UTAH COUNTY

\_\_\_\_\_  
Brandon B. Gordon, *Chair, Utah County Commission*

**ATTEST:**

\_\_\_\_\_  
Aaron R. Davidson, *Utah County Clerk*

STATE OF UTAH                    )  
  : ss  
County of Utah                    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by Brandon B. Gordon and Aaron R. Davidson in their capacity as Chair of the Utah County Commission and Utah County Clerk, respectively.

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM AND LEGALITY:**

Utah County Attorney

\_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT A**

*Legal Description of Property*

NORTH PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SLB&M; THENCE N89°56'00"E 2618.22 FEET, THENCE S00°45'59"E 1334.90 FEET, THENCE WEST 2628.36 FEET, THENCE S00°19'13"E 199.81 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 258.04 FEET, WITH A RADIUS OF 223.00 FEET, WITH A CHORD BEARING OF N51°59'42"W, WITH A CHORD LENGTH OF 243.88 FEET, THENCE N18°50'06"W 169.06 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 27.11 FEET, WITH A RADIUS OF 173.00 FEET, WITH A CHORD BEARING OF S66°39'58"W, WITH A CHORD LENGTH OF 27.08 FEET, THENCE S71°09'19"W 133.84 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 22.89 FEET, WITH A RADIUS OF 273.00 FEET, WITH A CHORD BEARING OF S73°33'25"W, WITH A CHORD LENGTH OF 22.88 FEET, THENCE S75°57'30"W 205.20 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 50.32 FEET, WITH A RADIUS OF 173.00', WITH A CHORD BEARING OF S84°17'27"W, WITH A CHORD LENGTH OF 50.14 FEET, THENCE N87°22'37"W 11.94 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 80.90 FEET, WITH A RADIUS OF 73.00 FEET, WITH A CHORD BEARING OF N55°37'50"W, WITH A CHORD LENGTH OF 76.82 FEET, THENCE N23°53'04"W 119.00 FEET, THENCE N57°02'00"E 246.87 FEET, THENCE N39°55'00"E 140.00 FEET, THENCE N25°44'00"E 370.00 FEET, THENCE N32°56'00"E 601.25 FEET, THENCE N00°19'33"W 104.20 FEET, TO THE POINT OF BEGINNING. AREA OF ABOVE DESCRIBED PARCEL CONTAINS 91.587 ACRES

SOUTH PARCEL:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SLB&M; THENCE S00°20'34"E 1328.88 FEET, THENCE S87°39'05"E 1326.14 FEET, THENCE S00°33'17"E 1271.40 FEET, THENCE S89°51'12"W 815.24 FEET, THENCE S89°52'59"W 513.81 FEET, THENCE S89°52'28"W 741.65 FEET, THENCE NORTH 296.35 FEET, THENCE N30°57'06"W 242.24 FEET, THENCE S89°20'28"W 215.41 FEET, THENCE S00°00'14"W 300.81 FEET, THENCE S89°28'28"W 29.93 FEET, THENCE NORTH 849.45 FEET, THENCE S89°24'16"W 205.58 FEET, THENCE N85°02'12"W 97.24 FEET, THENCE N86°36'17"W 168.74 FEET, THENCE N08°33'57"E 19.36 FEET, THENCE N13°11'38"W 27.26 FEET, THENCE N74°13'23"E 12.65 FEET, THENCE N05°49'00"E 537.24 FEET, THENCE N63°09'30"W 33.18 FEET, THENCE N63°48'07"E 18.34 FEET, THENCE NORTH 663.23 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 16.69 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF N57°05'19"E, WITH A CHORD LENGTH OF 16.21 FEET, THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.22 FEET, WITH A RADIUS OF 50.00 FEET, WITH A CHORD BEARING OF N41°19'27"E, WITH A CHORD LENGTH OF 14.17 FEET, THENCE N01°57'21"W 92.34 FEET, THENCE N19°02'38"E 66.95 FEET, THENCE N21°28'58"E 79.08 FEET, THENCE N24°49'35"E 35.08 FEET, THENCE N18°19'37"E

36.95 FEET, THENCE N89°40'34"E 85.68 FEET, THENCE N00°44'38"E 1133.98 FEET, THENCE S40°51'00"W 12.14 FEET, THENCE N00°13'29"E 207.01 FEET, THENCE N89°41'55"E 136.22 FEET, THENCE N33°42'00"E 130.23 FEET, THENCE N41°43'50"E 239.99 FEET, THENCE S47°51'45"E 91.57 FEET, THENCE S23°53'04"E 221.08 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 140.74 FEET, WITH A RADIUS OF 127.00 FEET, WITH A CHORD BEARING OF S55°37'50"E, WITH A CHORD LENGTH OF 133.65 FEET, THENCE S87°22'37"E 11.94 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 66.02 FEET, WITH A RADIUS OF 227.00 FEET, WITH A CHORD BEARING OF N84°17'27"E, WITH A CHORD LENGTH OF 65.79 FEET, THENCE N75°57'30"E 205.20 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 27.41', WITH A RADIUS OF 327.00 FEET, WITH A CHORD BEARING OF N73°33'25"E, WITH A CHORD LENGTH OF 27.41 FEET, THENCE N71°09'19"E 86.82 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 31.42 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF S63°50'23"E, WITH A CHORD LENGTH OF 28.29 FEET, THENCE S18°50'06"E 92.94 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 325.42 FEET, WITH A RADIUS OF 277.00 FEET, WITH A CHORD BEARING OF S52°30'01"E, WITH A CHORD LENGTH OF 307.02 FEET, THENCE S00°19'13"E 1077.97 FEET, TO THE POINT OF BEGINNING. AREA OF ABOVE DESCRIBED PARCEL CONTAINS 159.010 ACRES

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**EXHIBIT B**

*Property Map*



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## EXHIBIT C

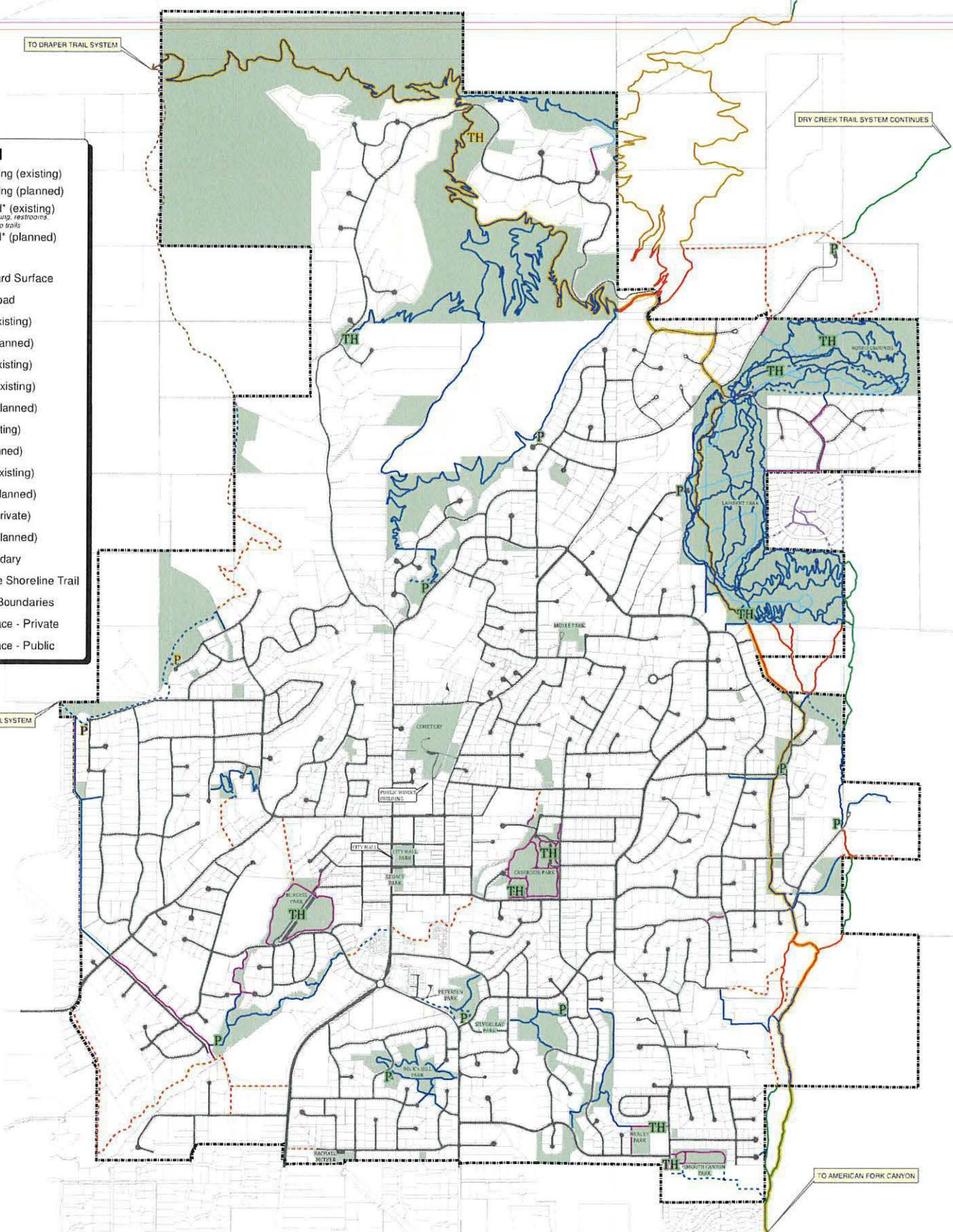
### *Trail Map*

**Map Legend**

- P** Trail Parking (existing)
- P** Trail Parking (planned)
- TH** Trail Head\* (existing)  
\* Includes parking, restrooms, and access to trails
- TH** Trail Head\* (planned)

**TRAILS**

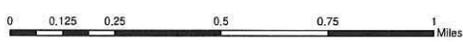
- Alpine Hard Surface
- Gravel Road
- Alpine (existing)
- Alpine (planned)
- Forest (existing)
- Private (existing)
- Private (planned)
- Lehi (existing)
- Lehi (planned)
- Draper (existing)
- Draper (planned)
- County (private)
- County (planned)
- City Boundary
- Bonneville Shoreline Trail
- Property Boundaries
- Open Space - Private
- Open Space - Public



\*\* ALL PLANNED TRAILS ARE SHOWN AS A POINT "A" TO "B" ALIGNMENT. AT TIME OF DEVELOPMENT PLANNED TRAILS WILL NEED TO BE ENGINEERED AND FLAGGED FOR APPROVAL \*\*



# Trail Master Plan



ADOPTED 9/27/2022

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## EXHIBIT D

### *Park Rules*

The following rules apply to the use of Lambert Park:

1. **Hours of Operation.** The Park is open from dawn until dusk. Exceptions are by written City permission only, and include City-sponsored events and overnight camping in the Bowery area by permit only.
2. **Firearms and Fireworks.** Target shooting, hunting, firearm discharge, and fireworks within the Park are prohibited.
3. **Fires.** No fires are allowed in the Park, except in designated fire pits near the Bowery. The City may further restrict fires as necessary.
4. **Motor Vehicles.** No motorized vehicles are allowed in the Park, except for emergency situations, maintenance operations, and City-permitted events, and as otherwise expressly provided in this Plan. Members of the public with a disability or other special needs may use a motor vehicle on the Moyle Drive Extension for access to the poppy fields if they first obtain a permit from the City.
5. **Electric Bikes.** Class 1 Electric Bikes that are pedal-assist only and have a maximum assisted speed of 20 mph are permitted in the Park. Other types of electric bikes or other motorized vehicles are not permitted, except as expressly provided in this Plan.
6. **Trail Conditions.** No trail in the Park may be used when the trail is wet or muddy.
7. **Races.** No organized races of any type are permitted in the Park, except for City-organized or City-sanctioned races.

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## **EXHIBIT E**

*Excerpt of General Plan and Master Plan for the Rodeo Grounds*

# PARKS, RECREATION, TRAILS AND OPEN SPACE – LAMBERT PARK

## GOAL #1

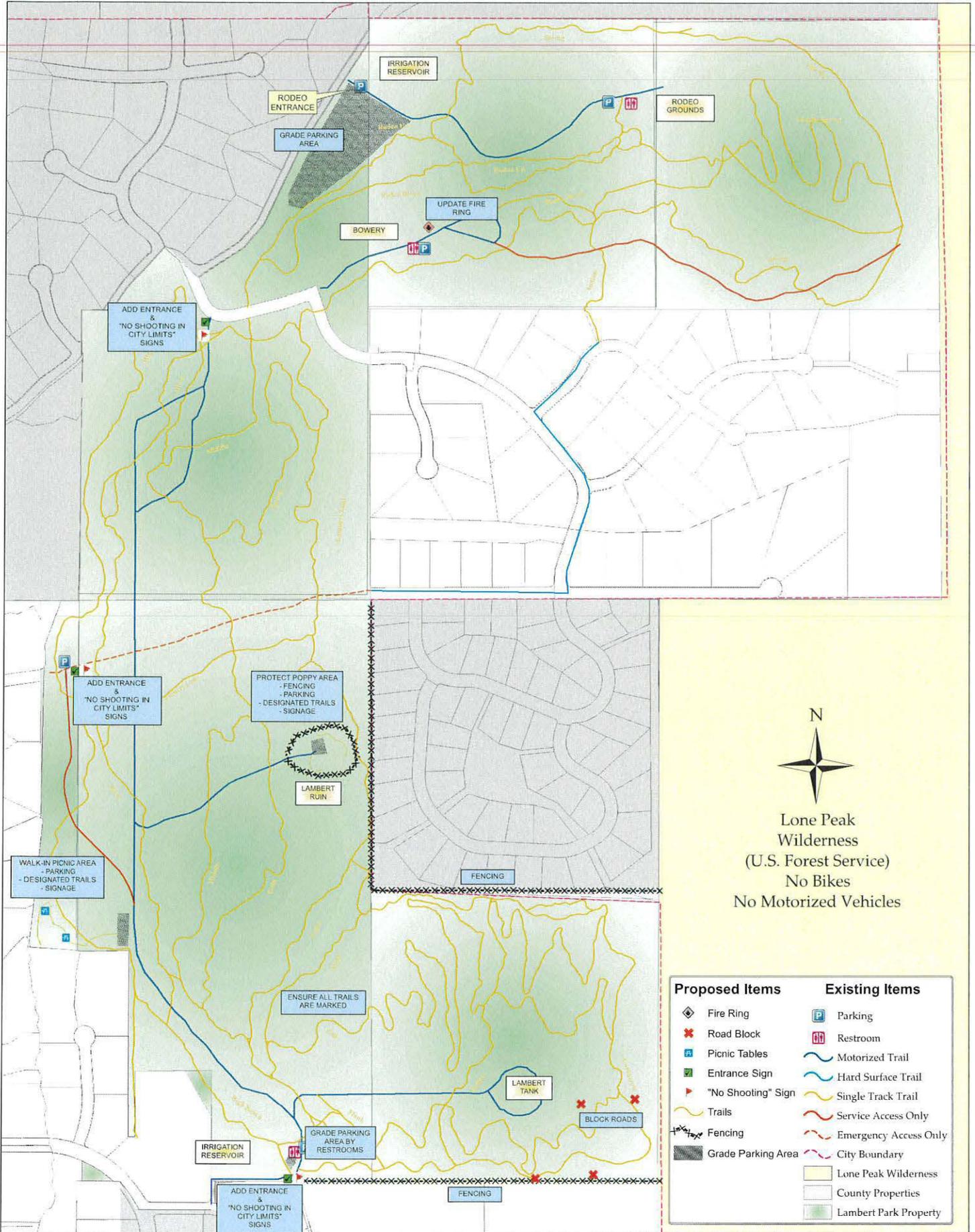
Plan and maintain a sustainable high quality natural park for trails and other uses.



## POLICIES

- 1.1 Clearly define park boundaries and entrances.
- 1.2 Designate developed vs undeveloped areas of the park.
- 1.3 Clearly define and sign trails and roads and their appropriate uses.
- 1.4 Designate Lambert Park as a non-motorized park except as permitted by the City.
- 1.5 Work with neighboring property owners to allow for the connection and continuity of trails between the park and surrounding areas; this includes the Bonneville Shoreline Trail.
- 1.6 Organize volunteer efforts for the general maintenance, cleanup, weed control, and other needs of the park.
- 1.7 Protect and preserve the poppy area and Lambert Ruins.
- 1.8 Implement use policies to preserve and protect park resources for public use, enjoyment, and safety.
- 1.9 Implement policies to preserve the ecology and enhance environmental stewardship of the park.

# FIGURE 6

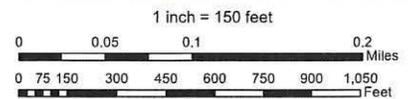


  
 Lone Peak  
 Wilderness  
 (U.S. Forest Service)  
 No Bikes  
 No Motorized Vehicles

SEPTEMBER 2017



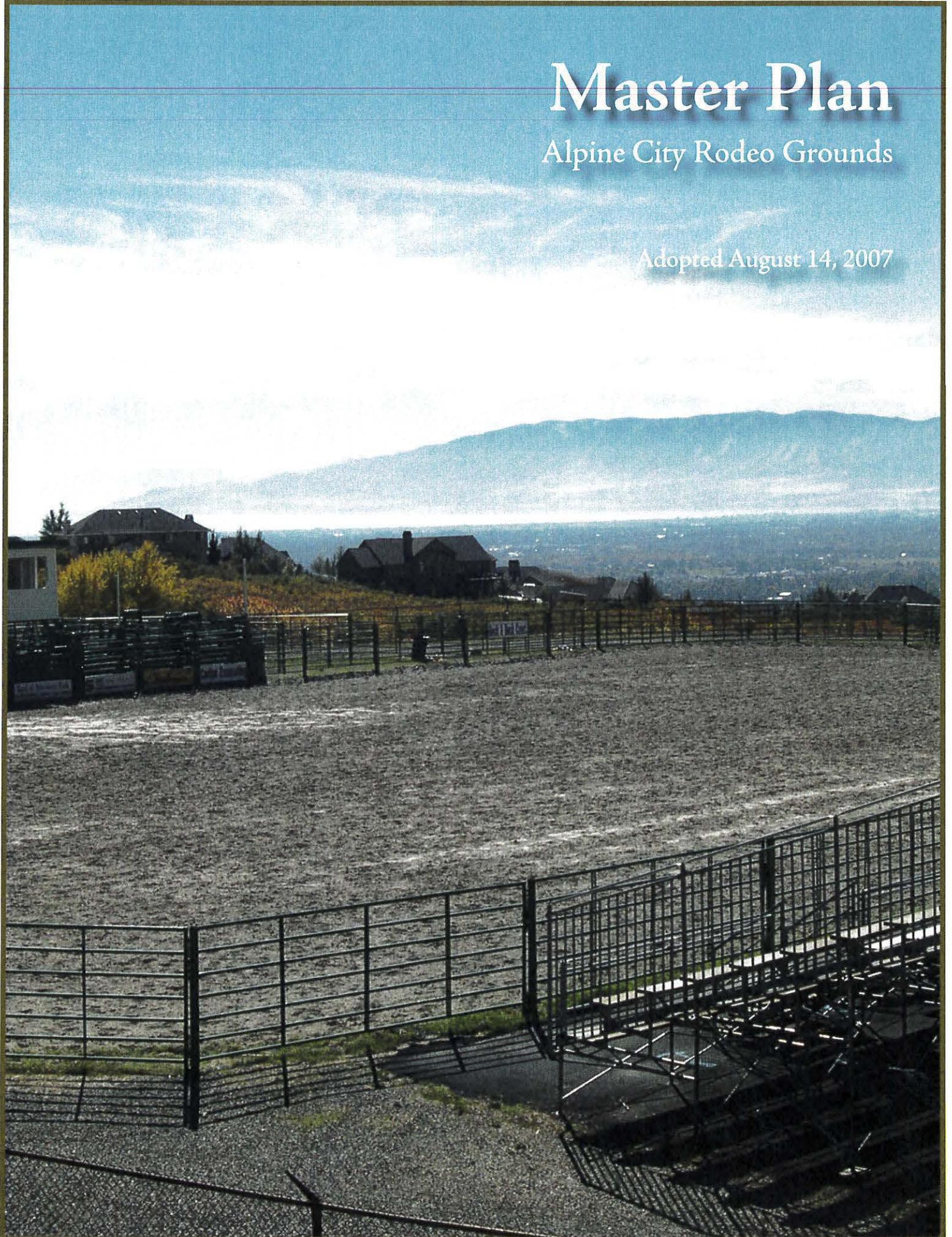
## Lambert Park Master Plan



# Master Plan

Alpine City Rodeo Grounds

Adopted August 14, 2007



## **Introduction**

For a long time, Alpine residents have enjoyed an annual rodeo. Over the years, several rodeo grounds have been employed. The park north and east of the City Hall was used for many years until the church was built. The area at 119 East 200 North was also used as well as corral grounds of local residents. In the 1940's, Alpine City acquired the northern part of Lambert Park; and in the 1980s the rodeo grounds was moved to its present location in Lambert Park. By the late 1990s, the rodeo grounds became dilapidated and unsafe to use. It has since been rebuilt and enlarged to its current size and enjoys a sweeping view of one of most beautiful natural vistas in the state.

## **Purpose**

The purpose of the Alpine City Rodeo Grounds Master Plan is to provide a long term vision of what the rodeo grounds ought to become for the residents of the community and to balance the uses of Lambert Park for rodeos vs. other recreational uses. It is to provide high level guidance regarding the use, improvement, maintenance, security, and governance of the rodeo grounds to achieve the vision. The master plan is not expected to include detailed operational procedures, which should be written and maintained in a separate document.

## **Area Covered**

The Rodeo Grounds is defined to be the area indicated on the map in Appendix A. It is designated as Semi-improved Recreational Open Space (see Open Space Ordinance Section 3.16.6.3.5). The areas designated for potential event parking are also indicated on the attached map.

## **Vision Statement**

Alpine City desires to maintain, improve, and protect the rodeo grounds within Lambert Park. The vision of the rodeo grounds is to provide family entertainment, recreation, inspiration, and learning in harmony with Alpine's pioneer and Old West heritage and small town values. The vision includes preserving the natural look and feel of the rodeo grounds whenever possible as well as an unobstructed view of the sweeping mountain panorama of the Wasatch Front. Development of the rodeo grounds is to be consistent with the vision of Lambert Park and the Open Space Ordinance in order to preserve and protect the environment in this area.

## **Establishment and Purpose of the Rodeo Grounds Committee**

The Rodeo Grounds Committee shall be established by the Alpine City Council and shall consist of five (5) members. The members shall be appointed by the Mayor with the advice and consent of the City Council. Two (2) of the five (5) members of the Rodeo Grounds Committee shall be two standing members from the Parks, Recreation, and Open Space (PRO) Committee.

The Rodeo Grounds Committee is an advisory body whose purpose is to make recommendations to the PRO Committee, Planning Commission, and City Council. These recommendations shall include, but not be limited to, the use, improvement, maintenance, security, and relevant costs and fees for any and all activities which take place at the rodeo grounds. The Rodeo Grounds Committee shall also be responsible to define, organize, promote, and schedule appropriate events at the rodeo grounds and recommend rental rates and availability.

The Rodeo Grounds Committee shall submit an annual report, project list, and budget request to the City Council addressing current status of the rodeo grounds, intended improvements, utilization guidelines for event and resident usage, and targeted maintenance efforts.

## **The Goals of the Alpine City Rodeo Grounds Master Plan**

### **Goal 1.0 Environment**

Ensure that all events, facility utilization, improvements, operations, and maintenance efforts promote and sustain the environmental aesthetics embraced in the Rodeo Grounds Master Plan's vision, the City's open space and zoning ordinances, and the unique heritage of Lambert Park.

**Objective 1.1** Events and activities should not harm or degrade the Rodeo Grounds or surrounding grounds (flora, fauna) or facilities. Sponsors and participants should practice "leave no trace" ethics to preserve the natural setting and reduce maintenance costs. All temporary residuals (trash, signs, posters etc.) should be removed by the sponsor(s).

**Objective 1.2** Frequency of events and / or activities should be aligned with the environmental capacities of the rodeo grounds and surrounding areas to not degrade or impair park settings.

### **Goal 2.0 Event Types**

**Objective 2.1** Establish a facility use guideline as to the types of events that will fit the vision of this plan.

The following are suggested examples of use of the rodeo grounds:

- Alpine resident equestrian use
- Alpine Days
- Rodeos
- Country western or blue grass fiddling concerts
- 4H and FFA events

Use of the rodeo grounds for sponsored events should be considered as an "as is state" and not provide for infrastructure or improvements that are not already existing at the facility.

**Objective 2.2** Guidelines and rules for access to and use of the rodeo grounds for resident use (non-sponsored events) shall be established by the Rodeo Grounds Committee and approved by the City Council and evaluated on an annual basis as part of their annual or periodic review.

Resident usage should be compliant with Rodeo Grounds Master Plan environmental guidelines relative to “leave no trace” ethics and personal accountability.

### **Goal 3.0 Improvement**

The Alpine City rodeo grounds is primarily for the use and enjoyment of Alpine residents. Improvements to the rodeo grounds are intended to establish, support, and maintain the vision created in this master plan. As such certain facility improvements are found to be consistent with the Rodeo Grounds Master Plan; others are inconsistent as specified below.

**Objective 3.1** To protect Lambert Park and maintain and improve the rodeo grounds for the next 30 years, the following direction is given:

1. **Envisioned Improvements.** Facility improvement guidelines shall be established for the types of events that will fit the vision of this plan. All relevant changes, alterations, and improvements shall be subject to current City ordinances.

**Objective 3.2** In order to meet the uses of the rodeo grounds, the following should be considered:

1. **Parking.** The primary parking shall be the area next to the rodeo grounds marked Area A and B on the map (55 and 100 parking spaces respectively). The secondary parking shall be next to and south of the irrigation pond, marked Area C on the map (186 parking spaces). The Bowery marked Area D and E on the map (232 and 52 parking spaces) shall be overflow parking, used only with permission of the City Council. The City Council will decide how often the overflow can be used to protect the Bowery. If use of the Bowery is denied or additional parking is needed a shuttle plan shall be submitted. Parking requirement shall be one (1) parking space for every two and one-half (2-1/2) persons attending.

2. **Parking on Grass** may not be allowed during periods of extreme fire danger as directed by the Fire Chief.

3. **Parking Lots A and B** next to the rodeo grounds are intended for special needs parking only, such as elderly, disability, horse trailers, etc.

4. **Paving and grading.** Pave the road to the rodeo grounds and parking lot A (below rodeo grounds, see map.) Also pave the road to the Bowery and the parking lot by its restroom and loop. The area inside the arena fence may be paved. Parking lot C may be leveled and reseeded; it can be extended to the south inside the existing boulders (see map). Each lot shall be mowed before each use.
5. **Utilities.** Water, sewage, phone, pressurized irrigation, and electricity may be installed.
6. **Lighting.** Permanent lighting may be installed or temporary lighting may be used inside the rodeo grounds and shall be regulated by the City Council for time and use restrictions. No permanent lighting shall be used outside the rodeo grounds. Temporary lighting may be used outside the rodeo grounds with the approval of the City Council.
7. **Seating.** The wooden benches on the bleachers need to be replaced or upgraded to prevent splinters. All the bleachers may need to be replaced or upgraded in the future to meet OSHA standards. All bleachers need to be enclosed around the bottom to prevent spectators from climbing underneath them. The fence on the east side may be moved and additional seating created on the hillside (amphitheater style concrete benches.)

Seating shall be added as the Rodeo Grounds Committee can show that the required amount of on-site or off-site parking can be provided.

Additional seating may be purchased to bring the seating capacity to the intended maximum attendance of 2000 persons.
8. **Landscape Plan.** A comprehensive landscape plan should be submitted to the City Council for approval for any plantings including trees and sprinkler system within the semi-improved recreational open space area.
9. **Concessions Stands.** Permanent concessions stands may be built or a pad providing an area for concessions stands.
10. **Other Improvements Which May Be Added.** Additional bathrooms, flag pole, score board, City-owned tractor for grading arena, and "Tot lot" play area.

#### **Goal 4.0 Maintenance, Repair, and Safety**

The Rodeo Grounds Committee shall make recommendations on the ongoing maintenance, repair, and safety issues of the rodeo grounds as part of its annual review or as warranted.

- Objective 4.1** To ensure the continuing high-quality operation of the rodeo grounds, an inspection schedule and general maintenance schedule shall be established by the Alpine City Parks Department. In the event of disrepair, City parks workers, under the direction of City staff shall have the authority to repair, replace, or reconstruct such areas or structures.
- Objective 4.2** Accountability for event safety, traffic control, anti-vandalism measures, fire, police and paramedic protection shall be the responsibility of the applicant or petitioner using the rodeo grounds. Furthermore, for any planned activity utilizing the rodeo grounds, the applicant shall first submit to the City an indemnity agreement and certificate of insurance with an application.
- Objective 4.3** In an effort to minimize traffic in the area, to facilitate parking, and to help emergency vehicles, appropriate permanent or temporary signs directing traffic to the rodeo grounds should be designed by and installed under the direction of the City staff.
- Objective 4.4** The Rodeo Grounds Committee shall establish a set of Rules and Regulations for rodeo grounds use. This should be written and proposed by the Rodeo Grounds Committee, reviewed and recommended by the PRO committee, reviewed and recommended by the Planning Commission, and approved by the City Council. Each year after the annual report, the Rules and Regulations should be reviewed for any amendments.

These rules and regulations may include, but are not limited to:

- Capacity limit for humans
- Capacity limit for animals
- Frequency of events (events with fewer than 100 people and events with over 100 people)
- Limits on hours of operation
- Noise decibels levels
- Daytime usage
- Night time usage
- Parking
- Rental fees and preparation fees
- Deposit
- Clean up/dumpsters
- Arena restrictions
- County health and gathering permits
- Shuttle transport to rodeo grounds
- Returning grounds to original condition following use

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# APPENDIX A



**Legend**

-  Parking Areas
-  Limit of Disturbance
-  Arena Layout
-  Access Road



Rodeo Grounds Parking Layout Map