ALPINE CITY COUNCIL AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah, will hold a Public Meeting on **Tuesday, October 28, 2025, at 6:00 pm,** at 20 North Main Street which can be viewed on the **Alpine City YouTube Channel**. A direct link to the channel can be found on the home page of the Alpine City website: **alpineut.gov**. Public comments will be accepted during the Public Comment portion of the meeting.

I. CALL MEETING TO ORDER

- **A. Roll Call** — **Mayor Carla Merrill**
- **B. Prayer** — **Kelli Law**
- **C. Pledge** — **Chrissy Hannemann**

II. CONSENT CALENDAR

- **A. Approval of Minutes for the October 14th City Council Meeting**
- **B. Final Payment - Moyle Park Paving, Eckles Paving: $35,273.92**
- **C. Final Payment- 2025 Onyx Sealcoat Project, Morgan Asphalt: $60,300.00**
- **D. Award 2025 CDBG ADA Ramp Project, Pronghorn Construction: $81,820.00 (Request approval up to budgeted amount of $116,667 to maximize grant funds)**
- **E. Partial Payment No. 2 - 2025 Overlay Project - Manholes/Valves, Aarrow Landscape Construction, LLC: $85,808.75**

III. PUBLIC COMMENT

IV. REPORTS & PRESENTATIONS

- **A. FY2025 Annual Audit Report – Larson & Company**
- **B. FY2026 1st Quarter Financial Report**

V. ACTION/DISCUSSION ITEMS

- **A. Approval of Material Change to the Alpine City Hall Park Site – Expansion of the Alpine City Fire Station No. 202 Located at 50 East 100 North**
- **B. Discussion Item: Alpine Fire Station No. 202 Concept Design**
- **C. Alpine Fire Station No. 202 – Award Contract to and Approval of Agreement and General Conditions with SIRQ Construction for CM/GC Services: $638,022.00**
- **D. Ordinance 2025-24: Proposed Code Amendment to Section 3.07- Business-Commercial Zone to Remove Single-unit Detached Dwellings as a Permitted and Conditional Use, and to Create an Overlay Zone for Single-unit Detached Dwellings Applicable Only Within the Business-Commercial Zone**
- **E. Ordinance 2025-23: Rezone of 243 E. Red Pine Dr. and 242 East 100 South from the CR-20,000 Zone to the Business-Commercial Zone and Senior Housing Overlay Zone**
- **F. Request to Upgrade Equipment for a Wireless Cell Tower Located at 694 S. Rocky Mountain Drive**
- **G. Consideration to Expand the Existing Balcony in the Business-Commercial Zone Located at 333 S. Main Street**
- **H. Discussion Item: Lone Peak Public Safety District Fire Assessment**

VI. STAFF REPORTS

VII. COUNCIL COMMUNICATION

VIII. CLOSED MEETING: Discuss litigation, property acquisition, or the professional character, conduct, or competence of personnel

Mayor Carla Merrill
October 24, 2025

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder's Office at (801) 756-6347 x 3.
CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main Alpine, UT. This agenda is also available on our website at alpineut.gov and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html

ALPINE CITY COUNCIL EXTRA MEETING
October 14, 2025

Mayor Carla Merrill called the meeting to order at 12:02 pm.

I. CALL MEETING TO ORDER

A. Roll Call Mayor Carla Merrill

The following were present at the anchor location, which constituted a quorum: Brent Rummler, Jessica Smuin, Kelli Law, Chrissy Hannemann, and Jason Thelin
Staff: Shane Sorensen, Ryan Robinson, Chief Brian Patten, DeAnn Parry
Others: Andrew Young

B. Prayer Brent Rummler

C. Pledge Jessica Smuin

II. CONSENT CALENDAR

A. Approve Minutes from the September 23rd City Council Meeting
B. Award Canyon Crest Road PI Line Project, Red Pine Construction: $921,888.68
C. Award Civil Design Contract for Fire Station to Ensign Engineering: $32,870.00
D. Award 2025 CDBG ADA Ramp Project, (bids opened on 10/14/25 - results to be provided at the meeting) ***This item was postponed until the October 28th meeting.***
E. Partial Payment No. 1 – 2025 Overlay Project – Manholes/Valves, Aarrow Landscape Construction, LLC: $84,550.00
F. Partial Payment No. 1 – Fairview Circle Storm Drain Project, Sunset Mountain Machinery, LLC: $127,241.14
G. Final Payment – 2025 Overland Project, Granite Construction: $1,153,898.22
H. Final Payment – 2025 Street Striping, Road Safe Traffic Systems: $28,730.80

Shane Sorensen explained that we received an updated final payment request from Granite Construction today. Each council member received an email with the update and had a copy provided to them at this meeting. The cost increase is due to an additional 15,800 sq. ft. of milling at $0.25/sf ($3,950) to lower the crown of the road on Sunburst Lane and Lone Peak Drive. There were also 45 tons of lane levelling at $88/ton ($3,960) to correct low areas prior to the overlay. With these changes there is an additional $7,910 in the final payment above what was presented in the packet. The new total is $1,153,898.22, and the overall project came in under budget.

Kelli Law asked about the funding for the Canyon Crest Road PI project at $921,888.68.

Shane Sorensen said that we have already received a $900,000 grant from MAG that will go toward this project. For the overlays, $1M will be reimbursed by the County after the payments are approved today. This $1M in revenue will be included in our next budget adjustment.

Motion: Kelli Law moved to approve the Consent Calendar with the adjustment to the total for the Granite Construction overlay project from $1,145,988.22 to $1,153,898.22. Brent Rummler seconded the motion. There were 4 yes votes, 0 no votes, and 1 excused, as recorded below. The motion passed.

Yes	No	Excused
Kelli Law		Chrissy Hannemann
Jason Thelin		
Brent Rummler		
Jessica Smuin		

III. PUBLIC COMMENT

Andrew Young, 490 South, Alpine

Andrew said that Laurie Bitter was planning to come today but was sick, so she asked him to give printed reports to the City Council. Racoons are living in city storm drains, and she has tried to get the neighborhood together to deal with the problem. Other cities around us do not have a solution for this problem. Residents need to know not to leave dog food out to attract the animals. An inexpensive solution is to trap them and take them to the North County Animal Shelter for no-cost disposal. Andrew said he has purchased traps and will begin trapping this week. Andrew asked the City Council for support and for suggestions on what the next steps should be.

IV. STAFF REPORTS

Fire Chief Brian Patten reported they will be doing Cooperative Wildfire System (CWS) work with the wildland crews to burn debris from their summer clearing projects. They are waiting for cooler weather and good moisture levels. This project will be in conjunction with the Forest Service and the County. The burns will create smoke plumes which might cause concern for residents.

Mayor Carla Merrill asked Chief Patten to let the city know about the timing so we can send out notifications to residents.
Chief Patten said he will get that information to her.

Ryan Robinson said that residents on north Long Drive have requested a few "No Sports Event Parking" signs, like those on nearby side streets. Ryan offered to prepare a cost estimate if the council would like to proceed.

The council discussed:

- Similar signs are currently located on the side streets off Long Drive and by the Smooth Canyon soccer fields.
- Residents in both areas originally requested red painted curbs, but staff explained that red curbs would prevent visiting family members from parking on the street as well. The signs were deemed the best option.
- The Timberline Middle School parking lot is more than adequate, but visitors simply park on the road because it is more convenient.
- The three houses currently under construction on north Long Drive mean that workers' vehicles are parked on both sides of the street.
- City streets have two purposes, transportation and parking.

Chrissy Hannemann asked if the same signs could be installed along Canyon Crest Road's north side by Burgess Park. She did not think that the smaller streets by the school have the large volume of cars that travel on Canyon Crest.

Shane Sorensen mentioned that Canyon Crest Road is six feet wider than the residential streets.

Mayor Carla Merrill asked Ryan Robinson to bring the north Long Drive signs back as a Discussion/Action item on a future agenda. If Chrissy Hannemann would like to get another council member to work with her on the Canyon Crest Road signs, that item can be proposed for the agenda as well.

Shane Sorensen informed the council that the city recently received a $50,000 donation for Moyle Park from the estate of a Moyle family member who recently passed away.

Paving at Moyle Park has been postponed because of rain but crews are hoping to pave on Friday. Some of the Moyle projects can be completed over the winter, and some will wait until spring.

Pressurized irrigation will be turned off this week on October 15. Water supervisor Greg Kmetzsch said this may be the first time he has ever had to drain the reservoirs, as residents have already turned off their watering systems due to the recent rain.

V. COUNCIL COMMUNICATION

Brent Rummler asked how we deal with donations in the budget.

Shane Sorensen explained that there is a place in the budget where we can earmark donations. A line item like, Moyle Park donation – Moyle Family would be created, and funds would be debited from there for the improvements.

Jessica Smuin asked if the family requested a specific improvement. She commented that several years ago the council talked about building a bridge at Moyle Park.

Shane Sorensen said that the family did not have a specific request, and there are flood plain issues at Moyle that may require a longer bridge than originally thought.

Jessica Smuin mentioned the Land and Water Conservation Fund (LCWF) grant.
Ryan Robinson explained that we have had difficulty obtaining recreation grants in the past because we are not a pass-through city. Staff can research the grant though.

Mayor Carla Merrill asked Ryan Robinson about the mini-NEPA for the Bonneville Shoreline Trail (BST).
Ryan said that Brandon Plewe on the BST Committee was looking into it.
The mayor asked Ryan to follow up.

Chrissy Hannemann asked if the 2025 on the Consent Calendar items indicated the budget year.
Shane Sorensen said that it refers to the calendar year for the projects.

Chrissy said she and Brent Rummler went on the water tour with Greg Kmetsch. It was interesting to learn that our culinary consumption is around 4 million gallons, while pressurized irrigation is approximately 95 million gallons. Also, some of the 4 million gallons of culinary water is being used to water lawns in the non-PI areas.

Chrissy went to a Utah League of Cities and Towns class about water studies, and it was helpful to understand their approach. She also attended another class about finding revenue sources, like the PARC taxes. She thought it was a good conference.

Mayor Carla Merrill has met with each council member about the proposed funding formula for the Lone Peak Fire Department. The council will formally discuss this on the October 28th agenda. She strongly encouraged council members to talk with each other over the next two weeks. The mayor said that we want to have an open dialog and come together as council so we can create a plan where everyone is comfortable. She encouraged council members to try and see the different viewpoints.

The Lone Peak Public Safety meeting has been moved to October 30, and the mayor and Jason Thelin will attend.

Jessica Smuin said it is important to hear everyone and to talk one-on-one about this decision.

Shane Sorensen said staff have a spreadsheet that can be used to enter various costs and choices to look at the options.

Shane Sorensen reported that the Canyon Crest Road PI project has a provision in the contract that some work can be done this fall. Because there are already many utility lines in the road, we cannot simply add a larger line. Contractors will work on pulling the existing line and installing the new one. The company wishes to keep their crews busy, so they plan to finish the line installation this fall. We are sorry that this project will require traffic control and be inconvenient for residents.

Mayor Carla Merrill asked that staff send out notifications to residents so they can plan for the closures and traffic issues.

Motion Kelli Law moved to adjourn the meeting. Brent Rummler seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously.

Yes	No	Excused
Kelli Law		
Jason Thelin		
Brent Rummler		
Jessica Smuin		
Chrissy Hannemann		

The meeting was adjourned at 12:30 pm.

Final Payment Request

Name of Contractor:	Contractor - Eckles Paving				
Name of Owner:	Alpine City				
Date of Completion:	Amount of Contract:			Dates of Estimate:	
Original: 31-Oct-25	Original:	$33,768.68		From:	1-Oct-25
Revised:	Revised:	$35,273.92		To:	31-Oct-25
Description of Job:	**Alpine City - Moyle Park Paving Project**				
	Original Contract Amount				

Amount	This Period		Total To Date	
Amount Earned	$35,273.92		$35,273.92	
Amount Retained	$0.00		$0.00	
Previous Payments			$0.00	
Amount Due	$35,273.92	$	35,273.92	
Days Remaining	8 of	31	Percent Time Used:	74%
Estimated Percentage of Job Completed		104.46%		
Contractor's Construction Progress IS on schedule				

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been on previous estimates and the work has been performed in accordance with the Contract Documents

Recommended by: Alpine City Engineering Dept.

Date: 21-Oct-25

Shane L. Sorensen, P.E.
Public Works Director

Accepted by: Contractor - Eckles Paving

Date: _____

Contractor - Eckles Paving

Approved By: Alpine City

Date: _____

Carla Merrill
Mayor

Project Owner: Alpine City
Project: Alpine City - Moyle Park Paving Project

Date: 21-Oct-25

Contractor: Contractor - Eckles Paving

Original Contract Amount: **$33,768.68**
Revised Contract Amount: **$35,273.92**

Item	Description	Quantity	Units	Unit Price	Amount	Final Pay Est: Quantity this Month	Final Pay Est: Earnings this Month	Total Billing: Quantity to Date	Total Billing: Earnings to Date	Percent Complete
BID SCHEDULE										
1	Finish grade roadbase (road base provided by city)	13,954	SF	$ 0.31	$ 4,325.74	14,576	$4,518.56	14,576	$4,518.56	104.5%
2	3" Asphalt (APWA 3/8" PG 58-28 Mix - Class 1, 15% RAP)	13,954	SF	$ 2.11	$ 29,442.94	14,576	$30,755.36	14,576	$30,755.36	104.5%
3										
	Total Bid/Contract				**$33,768.68**					
	Partial Payment Sub-Total						**$35,273.92**		**$35,273.92**	
Additive Alternates										
Change Orders										
	Change Order Sub-Total				**$0.00**		**$0.00**		**$0.00**	
	Total Revised				**$33,768.68**		**$35,273.92**		**$35,273.92**	
	5% Retainage				~					
	Add Retainage									
	Total				**$33,768.68**		**$35,273.92**		**$35,273.92**	

MORGAN PAVEMENT
PO BOX 190
Clearfield, UT 84089

For assistance, please contact:
Utah Office (801)544-5947
Arizona Office (480)646-4781
AR@morganpavement.com

Sold To:	**Invoice:**	
ALPINE CITY 20 N MAIN ALPINE, UT 84004	**Invoice Number:**	J025010
	Invoice Date:	Oct 11, 2025
	Due Date:	Oct 11, 2025
Job Location:	**Customer Code:**	ALPINECI
ALPINE CITY STREET MAINTENNCE VARIOUS STREETS IN CITY ALPINE, UTAH Attn: SHANE SORENSEN	**Job Number:**	U2523049
	Job Description:	APLINE CITY STREETS MAINT.

Description:	Amount:
BILL FOR SERVICES COMPLETE AS PER CONTRACT CRACKSEAL | $10,900.00 - FILL CRACKS WITH HOT RUBBER CRACK SEALANT GAP MASTIC | $6,900.00 - FILL WIDE CRACKS WITH GAP MASTIC ONYX | $42,500.00 - 2 COATS OF ONYX FRICTION MASTIC SEALANT	60,300.00

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 Pavement 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.

TOTAL: $ 60,300.00

Thanks for Your Business!

Memo

To: **Alpine City Council**

From: **Jason Judd, P.E.**
City Engineer

Date: **October 23, 2025**

Subject: **2025 ADA Handicap Ramp Project**

City Council:

The low bidder for the work on the **2025 ADA Handicap Ramp Project** is **Pronghorn Construction** with a total bid of **$81,820.00**. I have contacted their references, and all provided positive feedback about their workers and workmanship. I have also verified their license with the state, and everything appears to be in order.

The majority of the funding for this project comes from a grant the city received from the Utah County Community Development Block Grant(CDBG). The city will be reimbursed up to 60% of the total project cost, with a maximum reimbursement of $70,000.00 from CDBG. To maximize the grant funding, the city will need to add $46,667.00 to the project, bringing the total project cost to $116,667.00.

We have discussed with Pronghorn Construction the addition of more handicap ramps to the project in order to fully utilize the available grant funding. We have identified additional handicap ramps that can be incorporated into this project.

I recommend the project be awarded to **Pronghorn Construction** for a total of **$116,667.00**.

Attached is a copy of the complete bid tabulation for review.

Alpine City Engineering
20 North Main • Alpine, Utah 84004
Phone/Fax: (801) 763-9862
E-mail: jasonj@alpineut.gov

Project Bid Tabulation
Alpine City

PW Director: Shane Sorensen, P.E.
City Engineer: Jason Judd, P.E.

Bid Opening: purchasing.utah.gov
Date: October 14, 2025
Time: 10:00 AM

For: ADA Handicap Ramp Project - 2025
Alpine City
20 North Main
Alpine, UT 84004

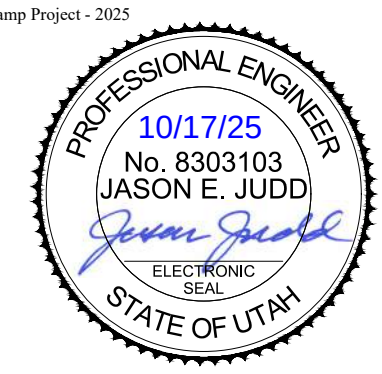
Contractors	Bid
Pronghorn Construction	$81,820.00
Jordan Valley Construction	$98,616.09
TKL Construction	$104,756.00
SMM Excavation	$134,877.00
PNL Construction	$149,231.00
Beck Construction	$204,531.00
Average	$128,971.85
Engineer's Estimate	$126,979.45
Percent Difference	-2%

				Engineer's Estimate		Bidder 1 Pronghorn Construction		Bidder 2 Jordan Valley Construction		Bidder 3 TKL Construction	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
200 North Main ADA Ramps Remove and Replace											
1	Curb and Gutter Remove and Replace	128	LF	$30.00	$3,840.00	$40.00	$5,120.00	$73.50	$9,408.00	$55.00	$7,040.00
2	Sidewalk Remove and Replace (5" thick)	650	SF	$27.00	$17,550.00	$13.00	$8,450.00	$11.00	$7,150.00	$16.00	$10,400.00
3	Asphalt Remove and Replace	176	SF	$6.50	$1,144.00	$9.50	$1,672.00	$20.00	$3,520.00	$10.00	$1,760.00
4	Detectable Warning Surface	4	EA	$500.00	$2,000.00	$400.00	$1,600.00	$250.00	$1,000.00	$660.00	$2,640.00
				Sub Total	**$24,534.00**		* **$16,842.00**		**$21,078.00**		**$21,840.00**
100 North Main ADA Ramps Remove and Replace											
5	Curb and Gutter Remove and Replace	112	LF	$30.00	$3,360.00	$40.00	$4,480.00	$73.50	$8,232.00	$55.00	$6,160.00
6	Sidewalk Remove and Replace (5" thick)	620	SF	$27.00	$16,740.00	$13.00	$8,060.00	$11.00	$6,820.00	$16.00	$9,920.00
7	Waterway Transition Remove and Replace	140	SF	$40.00	$5,600.00	$22.00	$3,080.00	$30.43	$4,260.20	$18.00	$2,520.00
8	Asphalt Remove and Replace	96	SF	$6.50	$624.00	$9.50	$912.00	$19.50	$1,872.00	$10.00	$960.00
9	Detectable Warning Surface	4	EA	$500.00	$2,000.00	$400.00	$1,600.00	$250.00	$1,000.00	$660.00	$2,640.00
				Sub Total	**$28,324.00**		**$18,132.00**		**$22,184.20**		**$22,200.00**
Center and Main ADA Ramps Remove and Replace											
10	Curb and Gutter Removal	167	LF	$5.00	$835.00	$12.00	$2,004.00	$13.00	$2,171.00	$10.00	$1,670.00
11	Curb and Gutter Install	185	LF	$25.00	$4,625.00	$28.00	$5,180.00	$60.50	$11,192.50	$45.00	$8,325.00
12	Sidewalk Removal	830	SF	$5.00	$4,150.00	$3.50	$2,905.00	$2.16	$1,792.80	$4.00	$3,320.00
13	Concrete Install (5" thick)	1,022	SF	$22.00	$22,484.00	$10.00	$10,220.00	$9.70	$9,913.40	$12.00	$12,264.00
14	Waterway Transition Remove and Replace	105	SF	$40.00	$4,200.00	$22.00	$2,310.00	$30.43	$3,195.15	$18.00	$1,890.00
15	4' Waterway Remove and Replace	128	SF	$40.00	$5,120.00	$22.00	$2,816.00	$30.43	$3,895.04	$18.00	$2,304.00
16	6" Curb Wall Install	10	LF	$50.00	$500.00	$40.00	$400.00	$30.00	$300.00	$26.00	$260.00
17	Asphalt Removal	170	SF	$5.00	$850.00	$2.50	$425.00	$2.25	$382.50	$4.00	$680.00
18	Asphalt Install	36	SF	$6.50	$234.00	$7.50	$270.00	$17.50	$630.00	$6.00	$216.00
19	Detectable Warning Surface	4	EA	$500.00	$2,000.00	$400.00	$1,600.00	$250.00	$1,000.00	$660.00	$2,640.00
				Sub Total	**$44,998.00**		**$28,130.00**		**$34,472.39**		**$33,569.00**
120 South 100 West ADA Ramp Remove and Raplace											
20	Curb and Gutter Remove and Replace	57	LF	$30.00	$1,710.00	$40.00	$2,280.00	$73.50	$4,189.50	$55.00	$3,135.00
21	Sidewalk Remove and Replace (5" thick)	352	SF	$27.00	$9,504.00	$13.00	$4,576.00	$11.00	$3,872.00	$16.00	$5,632.00
22	Asphalt Remove and Replace	206	SF	$6.50	$1,339.00	$10.00	$2,060.00	$20.00	$4,120.00	$10.00	$2,060.00
23	Detectable Warning Surface	2	EA	$500.00	$1,000.00	$400.00	$800.00	$250.00	$500.00	$660.00	$1,320.00
				Sub Total	**$13,553.00**		**$9,716.00**		**$12,681.50**		**$12,147.00**
Miscellaneous											
24	Mobilization (not to exceed 5%)	1	LS	$5,570.45	$5,570.45	$4,000.00	$4,000.00	$4,200.00	$4,200.00	$7,500.00	$7,500.00
25	Traffic Control	1	LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$7,500.00	$7,500.00
				Sub Total	**$15,570.45**		**$9,000.00**		**$8,200.00**		**$15,000.00**
				TOTAL BID	**$126,979.45**		* **$81,820.00**		* **$98,616.09**		**$104,756.00**

				Bidder 4 SMM Excavation		Bidder 5 PNL Construction		Bidder 6 Beck Construction		Average	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
200 North Main ADA Ramps Remove and Replace											
1	Curb and Gutter Remove and Replace	128	LF	$78.00	$9,984.00	$93.50	$11,968.00	$97.00	$12,416.00	$72.83	$9,322.67
2	Sidewalk Remove and Replace (5" thick)	650	SF	$18.00	$11,700.00	$15.25	$9,912.50	$32.00	$20,800.00	$17.54	$11,402.08
3	Asphalt Remove and Replace	176	SF	$22.00	$3,872.00	$19.00	$3,344.00	$40.00	$7,040.00	$20.08	$3,534.67
4	Detectable Warning Surface	4	EA	$350.00	$1,400.00	$300.00	$1,200.00	$825.00	$3,300.00	$464.17	$1,856.67
				Sub Total	**$26,956.00**		**$26,424.50**		**$43,556.00**		**$26,116.08**
100 North Main ADA Ramps Remove and Replace											
5	Curb and Gutter Remove and Replace	112	LF	$78.00	$8,736.00	$93.50	$10,472.00	$97.00	$10,864.00	$72.83	$8,157.33
6	Sidewalk Remove and Replace (5" thick)	620	SF	$18.00	$11,160.00	$15.25	$9,455.00	$32.00	$19,840.00	$17.54	$10,875.83
7	Waterway Transition Remove and Replace	140	SF	$33.00	$4,620.00	$105.00	* $14,700.00	$67.00	$9,380.00	$45.91	$6,426.70
8	Asphalt Remove and Replace	96	SF	$30.00	$2,880.00	$19.00	$1,824.00	$40.00	$3,840.00	$21.33	$2,048.00
9	Detectable Warning Surface	4	EA	$350.00	$1,400.00	$300.00	$1,200.00	$825.00	$3,300.00	$464.17	$1,856.67
				Sub Total	**$28,796.00**		**$37,651.00**		**$47,224.00**		**$29,364.53**
Center and Main ADA Ramps Remove and Replace											
10	Curb and Gutter Removal	167	LF	$28.00	$4,676.00	$25.00	$4,175.00	$24.00	$4,008.00	$18.67	$3,117.33
11	Curb and Gutter Install	185	LF	$50.00	$9,250.00	$69.75	$12,903.75	$73.00	$13,505.00	$54.38	$10,059.38
12	Sidewalk Removal	830	SF	$5.00	$4,150.00	$3.15	$2,614.50	$9.00	$7,470.00	$4.47	$3,708.72
13	Concrete Install (5" thick)	1,022	SF	$13.00	$13,286.00	$12.25	$12,519.50	$23.00	$23,506.00	$13.33	$13,618.15
14	Waterway Transition Remove and Replace	105	SF	$35.00	$3,675.00	$105.00	$11,025.00	$67.00	$7,035.00	$46.24	$4,855.03
15	4' Waterway Remove and Replace	128	SF	$35.00	$4,480.00	$98.00	$12,544.00	$57.00	$7,296.00	$43.41	$5,555.84
16	6" Curb Wall Install	10	LF	$55.00	$550.00	$68.00	$680.00	$60.00	$600.00	$46.50	$465.00
17	Asphalt Removal	170	SF	$8.00	$1,360.00	$3.00	$510.00	$12.00	$2,040.00	$5.29	$899.58
18	Asphalt Install	36	SF	$55.00	$1,980.00	$28.00	$1,008.00	$28.00	$1,008.00	$23.67	$852.00
19	Detectable Warning Surface	4	EA	$350.00	$1,400.00	$300.00	$1,200.00	$825.00	$3,300.00	$464.17	$1,856.67
				Sub Total	**$44,807.00**		**$59,179.75**		**$69,768.00**		**$44,987.69**
120 South 100 West ADA Ramp Remove and Raplace											
20	Curb and Gutter Remove and Replace	57	LF	$78.00	$4,446.00	$93.75	$5,343.75	$97.00	$5,529.00	$72.88	$4,153.88
21	Sidewalk Remove and Replace (5" thick)	352	SF	$20.00	$7,040.00	$15.25	$5,368.00	$32.00	$11,264.00	$17.88	$6,292.00
22	Asphalt Remove and Replace	206	SF	$22.00	$4,532.00	$19.00	$3,914.00	$40.00	$8,240.00	$20.17	$4,154.33
23	Detectable Warning Surface	2	EA	$400.00	$800.00	$300.00	$600.00	$825.00	$1,650.00	$472.50	$945.00
				Sub Total	**$16,818.00**		**$15,225.75**		**$26,683.00**		**$15,545.21**
Miscellaneous											
24	Mobilization (not to exceed 5%)	1	LS	$6,500.00	$6,500.00	$5,750.00	$5,750.00	$9,800.00	$9,800.00	$6,291.67	$6,291.67
25	Traffic Control	1	LS	$11,000.00	$11,000.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$6,666.67	$6,666.67
				Sub Total	**$17,500.00**		**$10,750.00**		**$17,300.00**		**$12,958.33**
	TOTAL BID				**$134,877.00**		* **$149,231.00**		**$204,531.00**		**$128,971.85**

* Denotes a mathematical error. Bid price is based on unit price multipled by quantity

I hereby certify that this is a true and correct Bid Tabulation for the
ADA Handicap Ramp Project - 2025



Jason Judd P.E.

Payment Request No. 2

Name of Contractor:		Aarrow Landscape Construction, LLC			
Name of Owner:		Alpine City			
Date of Completion:		Amount of Contract:		Dates of Estimate:	
Original:	15-Oct-25	Original:	$178,000.00	From:	1-Oct-25
Revised:	31-Oct-25	Revised:	$179,325.00	To:	24-Oct-25
Description of Job:		**Alpine City - 2025 Overlay Project (Manholes/Valves)**			
		Original Contract Amount			

Amount	This Period	Total To Date
Amount Earned	$90,325.00	$179,325.00
Amount Retained	$4,516.25	$8,966.25
Amount of Retainage Paid	$ -	
Previous Payments		$84,550.00
Amount Due	$85,808.75	$85,808.75

Days Remaining	7	of	70	Percent Time Used:	90.0%
Estimated Percentage of Job Completed			100.74%		
Contractor's Construction Progress IS on schedule					

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been on previous estimates and the work has been performed in accordance with the Contract Documents

Recommended by: Alpine City Engineering Dept.

Date: 10/24/25

Shane L. Sorensen, P.E.
Public Works Director

Accepted by: Aarrow Landscape Construction, LLC

Date: _____

Aarrow Landscape Construction, LLC

Approved By: Alpine City

Date: _____

Carla Merrill
Mayor

Project Owner: Alpine City
Project: Alpine City - 2025 Overlay Project (Manholes/Valves)

Date: 6-Oct-25

Contractor: Aarrow Landscape Construction, LLC

Original Contract Amount: **$178,000.00**
Revised Contract Amount:

Item	Description	Quantity	Units	Unit Price	Amount	Pay Est #1 Quantity this Month	Pay Est #1 Earnings this Month	Pay Est #2 Quantity this Month	Pay Est #2 Earnings this Month	Total Billing Quantity to Date	Total Billing Earnings to Date	Percent Complete
BID SCHEDULE												
1	Mobilization	1	LS	$ 4,000.00	$ 4,000.00	0.5	$2,000.00		$0.00	1	$2,000.00	50.0%
2	Lower and Raise/Collar Manhole	110	Each	$ 925.00	$ 101,750.00	55	$50,875.00	54	$49,950.00	109	$100,825.00	99.1%
3	Lower and Raise/Collar Valves	85	Each	$ 850.00	$ 72,250.00	42.5	$36,125.00	48	$40,375.00	90	$76,500.00	105.9%
	Total Bid/Contract				**$178,000.00**							
	Partial Payment Sub-Total						**$89,000.00**		**$90,325.00**		**$179,325.00**	
Additive Alternates												
Change Orders												
	Change Order Sub-Total				**$0.00**		**$0.00**		**$0.00**		**$0.00**	
	Total Revised				**$178,000.00**		**$89,000.00**		**$90,325.00**		**$179,325.00**	
	5% Retainage				~		**$4,450.00**		**$4,516.25**		**$8,966.25**	
	Add Retainage								**$0.00**			
	Total				**$178,000.00**		**$84,550.00**		**$85,808.75**		**$170,358.75**	

ALPINE CITY

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

For the Year Ended June 30, 2025

Larson
CERTIFIED PUBLIC ACCOUNTANTS

Larson
CERTIFIED PUBLIC ACCOUNTANTS

To the Honorable Mayor and
Members of the City Council
Alpine, Utah

We have audited the financial statements of Alpine City as of and for the year ended June 30, 2025, and have issued our report thereon dated September 18, 2025. Professional Standards require that we advise you of the following matters related to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 1, 2025, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Alpine City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgement, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies and material weaknesses, if applicable, and material noncompliance, and other matters noted during our audit at the end of this communication letter in the schedule of findings section.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

As part of our risk-based audit, we design certain extended procedures over areas where we deemed to pose a more significant audit risk based on the nature of the industry and complexity of the entity. We have identified the following significant risk during our audit that we had performed additional procedures for:

- Improper revenue recognition is considered an inherent risk according to GAAS
- Management override of controls is considered an inherent risk according to GAAS
- Cash disbursements
- Potential management bias, financial statement estimates

Based on our audit procedures performed, we did not identify any uncorrected material misstatements related to these risks noted.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Alpine City are included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgements. Those judgements are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgements.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management related to the performance of our audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classis of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Alpine City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We noted nothing to report to Those Charged with Governance.

Representations Requested from Management

We have requested certain representations from management, which are included in the management representation letter dated September 18, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with Alpine City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition or our retention as Alpine City's auditors.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis and required supplementary information (RSI) as listed in the table of contents, which are RSI that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board and management of Alpine City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Larson & Company, PC

Spanish Fork, Utah
September 18, 2025

ALPINE CITY

BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT

As of and For the Year Ended June 30, 2025

Larson
CERTIFIED PUBLIC ACCOUNTANTS

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ALPINE CITY
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INDEPENDENT AUDITOR'S REPORT

City Council Members
Alpine City
Alpine, Utah

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Alpine City, as of and for the year ended June 30, 2025 and the related notes to the financial statements, which collectively comprise Alpine City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Alpine City, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (GAS),* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Alpine City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Alpine City's ability to continue as a going concern for twelve months beyond the financial statement issuance date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Alpine City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Alpine City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Alpine City's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 18, 2025, on our consideration of Alpine City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Alpine City's internal control over financial reporting and compliance.



Larson & Company P.C.

Spanish Fork, Utah
September 18, 2025

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Management's Discussion & Analysis

This Management Discussion and Analysis (MD&A) of Alpine City's financial performance is designed to assist readers in understanding the City's basic financial statements the relationship of different types of statements, and the significant differences in the information they provide. The MD&A will identify changes in the City's ability to address the next and subsequent years financial needs based on currently known facts, and is best understood if read in conjunction with the Alpine City's basic financial statements.

Financial highlights as of the close of FY 2025

During the year 2025 the total net position of Alpine City increased by $3,042,830 to a total of $100,776,598. The governmental net position increased by $2,143,311 and the business-type net positions increased by $899,519.

The total net position (governmental and business-type activities) of Alpine City consists of $76,830,733 in capital assets, net of related debt, $5,388,485 in restricted net position and $18,557,380 in unrestricted net position.

The total long-term liabilities of Alpine City increased by $487,525, which include the net pension liability, during the fiscal year 2025. Regular principal payments were made on existing bonds and notes.

Reporting the City as a whole

This discussion and analysis is intended to serve as an introduction to Alpine City's basic financial statements. Alpine City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-Wide Financial Statements

The Government-Wide Financial Statements are designed so that all governmental and business-type activities are reported in columns, which add to a total for the primary government. The Statement of Net Position provides bottom line results of Alpine City's activities as a whole and presents a longer-term view of Alpine City's finances. The Statement of Net Position and the Statement of Activities report information about Alpine City's financial position and activities in the following categories.

Governmental activities – The governmental activities of Alpine City include general government, public safety, parks and recreation, and public works.

Business-type activities – these include water, sewer, pressure irrigation, and storm drain.

Refer to the table of contents for the location of the Government-Wide Financial Statements.

Fund Financial Statements

Funds are accounting devices that Alpine City uses to keep track of specific sources of funding and spending for particular purposes. The fund financial statements provide detailed information that focus on the most significant funds rather than the City as a whole. Major funds are separately reported to control and manage money and to show that legal responsibilities are met for certain taxes, grants, and other designated funds. Alpine City uses the following types of funds:

Governmental Funds – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term effect of Alpine City's near-term financing decisions. Both the governmental balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The only governmental funds (as determined by generally accepted accounting principles) are the General Fund and the Capital Projects Fund. Alpine City's only non-major funds are the Special Revenue Fund and the Permanent Fund.

Proprietary funds - Alpine City maintains four proprietary funds, all enterprise funds, to account for its Water, Sewer, Pressure Irrigation, and Storm Drain operations. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. As determined by general accepted accounting principles, the Water, Sewer, Pressure Irrigation, and the Storm Drain all meet the criteria for major fund classification.

Fiduciary funds - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Alpine City currently has no fiduciary funds.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Refer to the table of contents for the location of the fund financial statements and notes to the financial statements.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning Alpine City.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of Alpine City, assets exceeded liabilities by $100,776,598 at the close of the most recent fiscal year.

By far the largest portion of the City's net position (76 percent) reflects its investment in capital assets (e.g., land, buildings, machinery & equipment, and infrastructure), less depreciation and any debt used to acquire those assets that is still outstanding. Alpine City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following schedules present summarized information from the Statement of Net Position and the Statement of activities.

	Governmental Activities		Business-type Activities		Total	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**
Current and other assets	$20,136,220	$ 17,711,970	$ 12,730,383	$ 10,398,122	**$ 32,866,603**	**$ 28,110,092**
Capital assets	44,179,961	44,662,062	32,650,772	33,382,265	**76,830,733**	**78,044,327**
Deferred outflows	186,702	179,615	192,379	211,946	**379,081**	**391,561**
Total assets	**64,502,883**	**62,553,647**	**45,573,534**	**43,992,333**	**110,076,417**	**106,545,980**
Other liabilities	3,116,872	3,340,069	331,862	309,150	**3,448,734**	**3,649,219**
Long-term liabilities outstanding	216,798	187,994	2,969,025	2,309,819	**3,185,823**	**2,497,813**
Deferred Inflows	2,664,706	2,664,388	556	792	**2,665,262**	**2,665,180**
Total liabilities	**5,998,376**	**6,192,451**	**3,301,443**	**2,619,761**	**9,299,819**	**8,812,212**
Net Position:						
Net Investment in Capital Assets	44,179,961	44,662,062	32,650,772	33,382,265	**76,830,733**	**78,044,327**
Restricted	3,653,996	3,198,568	1,734,489	1,506,597	**5,388,485**	**4,705,165**
Unrestricted	10,670,550	8,500,566	7,886,830	6,483,710	**18,557,380**	**14,984,276**
Total Net Position	**$58,504,507**	**$ 56,361,196**	**$ 42,272,091**	**$ 41,372,572**	**$ 100,776,598**	**$ 97,733,768**

A portion of Alpine City's net position (5 percent) represents resources that are subject to external restrictions on how they may be used.

At the end of the year, Alpine City is able to report positive balances in all categories of net position.

	Governmental Activities		Business-type Activities		Total	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**
Revenues:						
Program revenues:						
Charges for services	$ 2,571,099	$ 1,508,499	$ 3,845,028	$ 3,362,622	**$ 6,416,127**	**$ 4,871,121**
Operating grants and contribs	-	-	-	-	**-**	**-**
Capital grants and contribs	723,530	855,428	-	964,744	**723,530**	**1,820,172**
General revenues:						
Property taxes	2,960,472	2,911,730	-	-	**2,960,472**	**2,911,730**
Sales taxes	2,224,843	2,140,841	-	-	**2,224,843**	**2,140,841**
Other taxes	1,371,370	1,264,103	-	-	**1,371,370**	**1,264,103**
Impact fees	-	-	278,129	162,382	**278,129**	**162,382**
Unrestricted investment earnings	734,912	754,305	522,640	489,608	**1,257,552**	**1,243,913**
Other	312,070	257,875	20,510	14,499	**332,580**	**272,374**
Total revenues	**10,898,296**	**9,692,781**	**4,666,307**	**4,993,855**	**15,564,603**	**14,686,636**
Expenses:						
General government	1,313,796	427,507	-	-	**1,313,796**	**427,507**
Public safety	2,982,429	1,725,719	-	-	**2,982,429**	**1,725,719**
Streets	2,256,816	3,873,107	-	-	**2,256,816**	**3,873,107**
Parks and recreation	717,397	682,553	-	-	**717,397**	**682,553**
Cemetery	748,552	211,363	-	-	**748,552**	**211,363**
Garbage	735,995	707,696	-	-	**735,995**	**707,696**
Water	-	-	953,928	896,991	**953,928**	**896,991**
Sewer	-	-	1,312,167	1,123,356	**1,312,167**	**1,123,356**
Pressurized Irrigation	-	-	272,108	260,834	**272,108**	**260,834**
Storm drain	-	-	1,228,585	1,021,055	**1,228,585**	**1,021,055**
Total expenses	**8,754,985**	**7,627,945**	**3,766,788**	**3,302,236**	**12,521,773**	**10,930,181**
Increase in net position before transfers	**2,143,311**	**2,064,836**	**899,519**	**1,691,619**	**3,042,830**	**3,756,455**
Increase (decrease) in Net Position	2,143,311	2,064,836	899,519	1,691,619	3,042,830	3,756,455
Net Position - Beginning	56,361,196	54,296,360	41,372,572	39,680,953	97,733,768	93,977,313
Net Position - Ending	**$ 58,504,507**	**$ 56,361,196**	**$ 42,272,091**	**$ 41,372,572**	**$ 100,776,598**	**$ 97,733,768**

Financial Analysis of the Government's Funds
Governmental funds

The focus of Alpine City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Alpine City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the year.

At the end of the year, Alpine City's governmental funds reported combined ending fund balance of $14,374,082, an increase of $2,661,723 in comparison with the prior year. Approximately 19 percent of this amount $2,797,923, constitutes unreserved fund balance, which is available for spending at the government's discretion. The remainder of fund balance is reserved to indicate that it is not available for new spending because it has already been committed.

The general fund is the chief operating fund of Alpine City. All activities which are not required to be accounted for either by state or local ordinance or by a desire to maintain a matching of revenues and expenditures are accounted, for in this fund. At the end of the current year, unreserved fund balance of the general fund was $2,797,923. As a measure of the general fund's liquidity, it may be useful to compare unreserved fund balance and total fund balance to total fund expenditures. Unreserved fund balance represents 19 percent of total general fund revenues.

Taxes continue to be the largest source of revenue in the General Fund and represent 68 percent of total general fund revenues. The two largest elements of taxes are property taxes and sales taxes. Combined, they represent 79 percent of total tax revenues and 54 percent of total general fund revenues.

Fixed Assets

Alpine City's investment in capital assets for its governmental and business-type activities as of June 30, 2025, amounts to $76,830,733 (net of accumulated depreciation). This investment in capital assets includes land, land improvements, buildings, machinery and equipment, park facilities, roads and infrastructure (streets, sidewalks, curb and gutter, etc.). The total decrease in Alpine City's investment in capital assets for the current year was $1,213,594 and depreciation expense was $1,361,732.

	Governmental		Business-type		Total	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**
Land and water rights	$ 22,972,644	$ 22,972,644	$ 529,527	$ 529,527	$ 23,502,171	$ 23,502,171
Buildings	1,600,513	1,318,814	26,988	29,777	1,627,501	1,348,591
Improvements and infrastructure	18,788,784	19,618,423	31,301,825	32,065,323	50,090,609	51,683,746
Machinery and equipment	818,020	752,181	792,432	757,638	1,610,452	1,509,819
Total	**$ 44,179,961**	**$ 44,662,062**	**$ 32,650,772**	**$ 33,382,265**	**$ 76,830,733**	**$ 78,044,327**

Additional information on Alpine City's capital assets can be found in the notes to the financial statements.

Long-term debt

At the end of the current year, Alpine City had long term debt outstanding of $2,024,611. The debt represents revenue bonds secured solely by specified revenue sources, notes payable, and/or compensated absences.

	Governmental		Business-type		Total	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**
Compensated absences	$ 102,192	$ 81,952	$ 93,419	$ 55,649	$ 195,611	$ 137,601
Revenue bonds	-	-	1,829,000	2,181,000	1,829,000	2,181,000
Total	**$ 102,192**	**$ 81,952**	**$ 1,922,419**	**$ 2,236,649**	**$ 2,024,611**	**$ 2,318,601**

Additional information on Alpine City's debt can be found in the notes to the financial statements.

Requests for Information

This financial report is designed to provide a general overview of Alpine City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to City Finance Officer, 20 N Main St, Alpine, Utah 84004

Basic Financial Statements

The basic financial statements include integrated sets of financial statements as required by accounting principles generally accepted in the United States of America. The statements include:

- Government-wide financial statements

- Fund financial statements
    - Governmental funds
    - Proprietary funds

Alpine City
Government-wide Statement of Net Position
As of June 30, 2025

	Primary Government		
	Governmental Activities	Business-type Activities	Totals
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
Cash and cash equivalents	$ 13,066,033	$ 10,618,671	**$ 23,684,704**
Restricted cash	3,593,533	1,734,489	**5,328,022**
Receivables, net			
Taxes	3,416,191	-	**3,416,191**
Accounts	-	377,223	**377,223**
Prepaid expenses	60,463	-	**60,463**
Capital assets, not being depreciated	22,972,644	529,527	**23,502,171**
Capital assets, net of accumulated depreciation	21,207,317	32,121,245	**53,328,562**
Total Assets	**64,316,181**	**45,381,155**	**109,697,336**
Deferred outflows of resources - pensions	186,702	192,379	**379,081**
Total Assets and Deferred Outflows of Resources	**64,502,883**	**45,573,534**	**110,076,417**
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES			
Accounts payable	3,102,596	325,400	**3,427,996**
Current portion of compensated absences	14,276	6,462	**20,738**
Customer deposits payable	-	26,200	**26,200**
Current portion of bonds payable	-	356,000	**356,000**
Deferred revenue	-	900,000	**900,000**
Non-current:			
Compensated absences	87,916	86,957	**174,873**
Bonds payable	-	1,473,000	**1,473,000**
Accrued interest payable	-	3,041	**3,041**
Net pension liability	128,882	123,827	**252,709**
Total Liabilities	**3,333,670**	**3,300,887**	**6,634,557**
Deferred inflows of resources - property taxes	2,659,542	-	**2,659,542**
Deferred inflows of resources - pensions	5,164	556	**5,720**
Total Liabilities and Deferred Inflows of Resources	**5,998,376**	**3,301,443**	**9,299,819**
NET POSITION			
Net investment in capital assets	44,179,961	32,650,772	**76,830,733**
Restricted	3,653,996	1,734,489	**5,388,485**
Unrestricted	10,670,550	7,886,830	**18,557,380**
Total Net Position	**$ 58,504,507**	**$ 42,272,091**	**$ 100,776,598**

The notes to the financial statements are an integral part of this statement

Alpine City
Government-wide Statement of Activities
For the Year Ended June 30, 2025

Function/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets Primary Government: Governmental Activities	Net (Expense) Revenue and Changes in Net Assets Primary Government: Business-type Activities	Net (Expense) Revenue and Changes in Net Assets Primary Government: Total
Primary government:							
Governmental Activities:							
General government	$ 1,313,796	$ 641,879	$ -	$ -	$ (671,917)	$ -	**$ (671,917)**
Public safety	2,982,429	94,954	-	-	(2,887,475)	-	**(2,887,475)**
Streets	2,256,816	-	-	682,921	(1,573,895)	-	**(1,573,895)**
Parks and recreation	717,397	-	-	39,034	(678,363)	-	**(678,363)**
Cemetery	748,552	1,105,800	-	1,575	358,823	-	**358,823**
Garbage	735,995	728,466	-	-	(7,529)	-	**(7,529)**
Total Governmental Activities	**8,754,985**	**2,571,099**	**-**	**723,530**	**(5,460,356)**	**-**	**(5,460,356)**
Business-type Activities:							
Water	953,928	922,358	-	-	-	(31,570)	**(31,570)**
Sewer	1,312,167	1,336,417	-	-	-	24,250	**24,250**
Pressurized irrigation	1,228,585	1,394,868	-	-	-	166,283	**166,283**
Storm drain	272,108	191,385	-	-	-	(80,723)	**(80,723)**
Total Business-type Activities	**3,766,788**	**3,845,028**	**-**	**-**	**-**	**78,240**	**78,240**
Total Primary Government	**$ 12,521,773**	**$ 6,416,127**	**$ -**	**$ 723,530**	**$ (5,460,356)**	**$ 78,240**	**$ (5,382,116)**
General revenues:							
Property tax					$ 2,960,472	$ -	**$ 2,960,472**
Sales tax					2,224,843	-	**2,224,843**
Mass transit tax					209,333	-	**209,333**
Franchise and other taxes					1,162,037	-	**1,162,037**
Unrestricted investment earnings					734,912	522,640	**1,257,552**
Impact fees					-	278,129	**278,129**
Miscellaneous					312,070	20,510	**332,580**
Total general revenues and transfers					**7,603,667**	**821,279**	**8,424,946**
Change in net position					2,143,311	899,519	**3,042,830**
Net Position - Beginning					56,361,196	41,372,572	**97,733,768**
Net Position - Ending					**$ 58,504,507**	**$ 42,272,091**	**$ 100,776,598**

The notes to the financial statements are an integral part of this statement

Alpine City
Balance Sheet – Governmental Funds
As of June 30, 2025

	General Fund	Capital Project Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalents	$ 3,009,718	$ 10,056,315	$ -	**$ 13,066,033**
Restricted cash	1,209,221	-	2,384,312	**3,593,533**
Receivables	3,416,191	-	-	**3,416,191**
Prepaid expenses	60,463	-	-	**60,463**
Total assets	**7,695,593**	**10,056,315**	**2,384,312**	**20,136,220**
LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCES				
Liabilities:				
Accounts payable	327,373	46,164	-	**373,537**
Developer completion bonds payable	641,071	-	-	**641,071**
Infrastructure protection bonds payable	-	2,087,988	-	**2,087,988**
Deferred inflows of resources	2,659,542	-	-	**2,659,542**
Total liabilities and deferred inflows	**3,627,986**	**2,134,152**	**-**	**5,762,138**
Fund balances:				
Non-spendable	60,463	-	-	**60,463**
Restricted	1,209,221	-	2,384,312	**3,593,533**
Assigned	-	7,922,163	-	**7,922,163**
Unassigned	2,797,923	-	-	**2,797,923**
Total fund balances	**4,067,607**	**7,922,163**	**2,384,312**	**14,374,082**
Total liabilities and fund balances	**$ 7,695,593**	**$ 10,056,315**	**$ 2,384,312**	**$ 20,136,220**

The notes to the financial statements are an integral part of this statement

Alpine City
Reconciliation of Total Governmental Fund Balances to Government-wide Net Position
As of June 30, 2025

Total fund balances - governmental fund types:	$ 14,374,082
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets and net pension assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:	44,179,961
Deferred inflows and outflows of resources, an acquisition or consumption of net position that applies to future periods, is not shown in the fund statements.	
Deferred outflows of resources relating to pensions	186,702
Deferred inflows of resources relating to pensions	(5,164)
Long-term liabilities, including bonds payable, compensated absences, and/or lease obligations are not due and payable in the current period and therefore are not reported in the funds.	
Compensated absences	(102,192)
Net pension liability	(128,882)
Net Position of government activities	**$ 58,504,507**

The notes to the financial statements are an integral part of this statement

Alpine City
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended June 30, 2025

	General Fund	Capital Project Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES				
Taxes	$6,556,685	$ -	$ -	**$ 6,556,685**
Licenses and permits	594,139	-	-	**594,139**
Intergovernmental revenue	721,955	-	1,575	**723,530**
Charges for services	1,108,080	-	773,925	**1,882,005**
Fines and forfeitures	94,954	-	-	**94,954**
Interest income	261,669	370,572	106,372	**738,613**
Miscellaneous	274,819	22,799	10,752	**308,370**
Total revenues	**9,612,301**	**393,371**	**892,624**	**10,898,296**
EXPENDITURES				
Current:				
General government	1,224,162	-	-	**1,224,162**
Public safety	2,982,429	-	-	**2,982,429**
Streets	1,433,364	-	-	**1,433,364**
Parks & recreation	520,142	-	-	**520,142**
Cemetery	178,770	-	563,167	**741,937**
Garbage	735,995	-	-	**735,995**
Capital outlay	62,295	536,249	-	**598,544**
Total expenditures	**7,137,157**	**536,249**	**563,167**	**8,236,573**
Excess revenues over (under) expenditures	**2,475,144**	**(142,878)**	**329,457**	**2,661,723**
Other financing sources (uses)				
Transfers in	-	2,100,000	-	**2,100,000**
Transfers out	(2,100,000)	-	-	**(2,100,000)**
Total other financing sources and uses	**(2,100,000)**	**2,100,000**	**-**	**-**
Excess of revenues and other sources over (under) expenditures and other uses	375,144	1,957,122	329,457	**2,661,723**
Fund balances - beginning of year	3,692,463	5,965,041	2,054,855	**11,712,359**
Fund balances - end of year	**$ 4,067,607**	**$ 7,922,163**	**$ 2,384,312**	**$ 14,374,082**

The notes to the financial statements are an integral part of this statement

Alpine City
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Government-wide Statement of Activities
For the Year Ended June 30, 2025

Net changes in fund balances - total governmental funds	$	2,661,723
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. Developer contributions of assets are also not reported in fund statements as they do not represent current resources, but rather are included with capital assets on the Statement of Net Position. This is the amount by which capital outlay and developer contributions of assets exceeded depreciation in the current period.		(482,101)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Change in compensated absences		(20,240)
Pension benefits/pension expenses resulting from pension liability		(16,071)
Change in net position of governmental activities	**$**	**2,143,311**

The notes to the financial statements are an integral part of this statement

Alpine City
Statement of Net Position – Proprietary Funds
As of June 30, 2025

	Business-Type Activities - Enterprise Funds				
	Water Fund	Sewer Fund	Pressure Irrigation	Storm Drain	Total
ASSETS AND DEFERRED OUTFLOWS					
Current assets:					
Cash and cash equivalents:					
Unrestricted	$ 3,781,119	$ 3,333,604	$ 2,462,824	$ 1,041,124	**$ 10,618,671**
Restricted	756,693	167,430	588,448	221,918	**1,734,489**
Receivables:					
utilities (net of allowance)	104,646	97,456	158,201	16,920	**377,223**
Total current assets	**4,642,458**	**3,598,490**	**3,209,473**	**1,279,962**	**12,730,383**
Noncurrent assets:					
Property and equipment:					
Land and water rights	292,400	21,072	-	216,055	**529,527**
Buildings	169,103	45,971	-	-	**215,074**
Less:accumulated depreciation	(142,115)	(45,971)	-	-	**(188,086)**
Improvements other than buildings	17,062,309	8,661,627	16,389,423	7,608,247	**49,721,606**
Less:accumulated depreciation	(6,958,669)	(3,764,809)	(5,463,997)	(2,232,306)	**(18,419,781)**
Machinery and equipment	1,274,519	480,282	389,320	-	**2,144,121**
Less:accumulated depreciation	(745,531)	(308,535)	(297,623)	-	**(1,351,689)**
Total noncurrent assets	**10,952,016**	**5,089,637**	**11,017,123**	**5,591,996**	**32,650,772**
Total assets	**15,594,474**	**8,688,127**	**14,226,596**	**6,871,958**	**45,381,155**
Deferred outflows of resources:					
Deferred outflows related to pensions	57,509	54,126	63,829	16,915	**192,379**
Total Assets and Deferred Outflows	**15,651,983**	**8,742,253**	**14,290,425**	**6,888,873**	**45,573,534**
LIABILITIES AND DEFERRED INFLOWS					
Current liabilities:					
Accounts payable	24,890	247,448	51,152	1,910	**325,400**
Compensated absences	2,154	2,154	2,154	-	**6,462**
Accrued interest payable	-	-	3,041	-	**3,041**
Customer deposits payable	26,200	-	-	-	**26,200**
Deferred revenue	-	-	900,000	-	**900,000**
Current portion of bonds payable	-	-	356,000	-	**356,000**
Total current liabilities	**53,244**	**249,602**	**1,312,347**	**1,910**	**1,617,103**
Noncurrent liabilities:					
Advances to other funds					
Net pension liability	42,961	40,433	27,798	12,635	**123,827**
Compensated absences	24,433	24,432	20,400	17,692	**86,957**
Bonds payable	-	-	1,473,000	-	**1,473,000**
Total noncurrent liabilities	**67,394**	**64,865**	**1,521,198**	**30,327**	**1,683,784**
Total liabilities	**120,638**	**314,467**	**2,833,545**	**32,237**	**3,300,887**
Deferred inflows of resources:					
Deferred inflows related to pensions	**193**	**181**	**125**	**57**	**556**
Total Liabilities and Deferred Inflows	**120,831**	**314,648**	**2,833,670**	**32,294**	**3,301,443**
NET POSITION					
Net investment in capital assets	10,952,016	5,089,637	11,017,123	5,591,996	**32,650,772**
Restricted:					
Impact fees	756,693	167,430	588,448	221,918	**1,734,489**
Unrestricted	3,822,443	3,170,538	(148,816)	1,042,665	**7,886,830**
Total Net Position	**$ 15,531,152**	**$ 8,427,605**	**$ 11,456,755**	**$ 6,856,579**	**$ 42,272,091**

The notes to the financial statements are an integral part of this statement

Alpine City
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Business-Type Activities - Enterprise Funds				
	Water Fund	Sewer Fund	Pressure Irrigation	Storm Drain	Total Business Type
Operating revenues:					
Charge for services	$ 904,503	$ 1,330,747	$ 1,337,056	$ 191,385	**$ 3,763,691**
Connection fees	17,855	5,670	57,812	-	**81,337**
Miscellaneous	8,310	-	1,700	10,500	**20,510**
Total operating revenues	**930,668**	**1,336,417**	**1,396,568**	**201,885**	**3,865,538**
Operating expenses:					
Wages and benefits	109,618	266,325	239,577	75,483	**691,003**
Operations	443,404	857,956	470,177	30,358	**1,801,895**
Depreciation	400,906	187,886	392,208	166,267	**1,147,267**
Total operating expenses	**953,928**	**1,312,167**	**1,101,962**	**272,108**	**3,640,165**
Operating income	**(23,260)**	**24,250**	**294,606**	**(70,223)**	**225,373**
Nonoperating revenues (expenses):					
Impact fees	83,495	18,417	173,017	3,200	**278,129**
Interest income	203,299	156,963	107,621	54,757	**522,640**
Interest and amortization expense	-	-	(126,623)	-	**(126,623)**
Total nonoperating revenues (expenses)	**286,794**	**175,380**	**154,015**	**57,957**	**674,146**
Change in net position	263,534	199,630	448,621	(12,266)	**899,519**
Total Net Position - Beginning	15,267,618	8,227,975	11,008,134	6,868,845	**41,372,572**
Total Net Position - Ending	**$ 15,531,152**	**$ 8,427,605**	**$ 11,456,755**	**$ 6,856,579**	**$ 42,272,091**

The notes to the financial statements are an integral part of this statement

Alpine City
Statement of Cash Flows – Proprietary Funds
For the Year Ended June 30, 2025

	Business-Type Activities - Enterprise Funds				
	Water Fund	Sewer Fund	Pressure Irrigation	Storm Drain	Total
Cash Flows From Operating Activities					
Receipts from customers	$ 920,852	$ 1,329,121	$ 2,287,372	$ 200,916	**$ 4,738,261**
Payments to suppliers	(436,819)	(824,350)	(438,890)	(29,828)	**(1,729,887)**
Payments to employees	(108,138)	(247,223)	(197,604)	(56,797)	**(609,762)**
Net cash provided (used) by operating activities	**375,895**	**257,548**	**1,650,878**	**114,291**	**2,398,612**
Cash Flows From Capital and Related Financing Activities					
Purchases of capital assets	(129,339)	(217,920)	(64,517)	-	**(411,776)**
Impact fee income	83,495	18,417	173,017	3,200	**278,129**
Principal paid on capital debt	-	-	(356,000)	-	**(356,000)**
Interest and amortization expense	-	-	(126,623)	-	**(126,623)**
Net cash provided (used) by capital and related financing activities	**(45,844)**	**(199,503)**	**(374,123)**	**3,200**	**(616,270)**
Cash Flows From Investing Activities					
Interest received	203,299	156,963	107,621	54,757	**522,640**
Net cash provided (used) by investing activities	**203,299**	**156,963**	**107,621**	**54,757**	**522,640**
Net increase (decrease) in cash and cash equivalents	533,350	215,008	1,384,376	172,248	**2,304,982**
Cash and cash equivalents, July 1	4,004,462	3,286,026	1,666,896	1,090,794	**10,048,178**
Cash and cash equivalents, June 30	**$ 4,537,812**	**$ 3,501,034**	**$ 3,051,272**	**$ 1,263,042**	**$ 12,353,160**
Cash and cash equivalents at end of year consists of:					
Unrestricted cash	$ 3,781,119	$ 3,333,604	$ 2,462,824	$ 1,041,124	$ 10,618,671
Restricted cash	756,693	167,430	588,448	221,918	1,734,489
	$ 4,537,812	**$ 3,501,034**	**$ 3,051,272**	**$ 1,263,042**	**$ 12,353,160**
Reconciliation of operating income to net cash provided (used) by operating activities:					
Operating income (loss)	**$ (23,260)**	**$ 24,250**	**$ 294,606**	**$ (70,223)**	**$ 225,373**
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation and amortization expense	400,906	187,886	392,208	166,267	**1,147,267**
Noncash change in pension/benefit expense	8,519	7,599	31,884	1,457	**49,459**
Decrease (increase) in accounts receivable	(9,816)	(7,296)	(14,196)	(969)	**(32,277)**
Increase (decrease) in accounts payable	8,885	33,606	31,287	530	**74,308**
Increase (decrease) in customer deposits payab	(2,300)	-	-	-	**(2,300)**
Increase (decrease) in deferred revenue	-	-	905,000	-	**905,000**
Increase (decrease) in compensated absences	(7,039)	11,503	10,089	17,229	**31,782**
Total adjustments	**399,155**	**233,298**	**1,356,272**	**184,514**	**2,173,239**
Net cash provided (used) by operating activities	**$ 375,895**	**$ 257,548**	**$ 1,650,878**	**$ 114,291**	**$ 2,398,612**

The notes to the financial statements are an integral part of this statement

Notes to Financial Statements

The notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

Note 1 – Summary of Significant Accounting Policies

The accompanying financial statements of Alpine City have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB).

The accompanying financial statements present the financial position of the various fund types and the results of their operations. The basic financial statements are presented for the year ended June 30, 2025

Reporting Entity

Alpine City was incorporated in 1855 under the laws of the State of Utah. The City is a municipal corporation governed by an elected five-member Council and Mayor. The City provides services under the following organizational structure:

General Government: Mayor and City Council, City Administrator, Justice Court, Treasurer and Recorder

Public Safety: Police, Fire and Emergency Medical Services, (through Lone Peak Public Safety District), Building Inspection, Planning and Zoning

Public Works: Streets, Water, Sewer, Garbage, Pressurized Irrigation and Storm Drains

Parks and Recreation: Parks, Cemetery and Recreation

The reporting entity is comprised of the primary government and other organizations that are included to ensure that the financial statements are not misleading. The primary government of the City consists of all funds, departments, boards, and agencies that are not legally separate from the City. The City has no component units and is not a component unit of another entity

Basis of Presentation

The City's basic financial statements consist of government-wide statements, including a statement of net position, a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

Government-wide Financial Statements – The government-wide financial statements include the statement of net position and statement of activities. These statements report financial information for the City as a whole. For the most part, the effect of interfund activity has been removed from these statements. Individual funds are not displayed but the statements distinguish governmental activities, which normally are supported by taxes and general revenues, from business-type activities, which rely to a significant extent on fees and charges to external customers for support.

The statement of net position presents the financial position of the governmental and business-type activities of the City at year-end.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the City's governmental activities and for each identifiable activity of the business-type activities of the City. Direct expenses are those that are specifically associated with a function and are clearly identifiable to that particular function. The City does not allocate indirect expenses to functions in the statement of activities.

Note 1 – Summary of Significant Accounting Policies (Continued)

The statement of activities reports the expenses of a given function or segment offset by program revenues directly connected to the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include 1) charges to customers who directly benefit from goods or services provided by a given function or activity; 2) operating grants and contributions which finance annual operating activities, including restricted investment income; and 3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets.

For identifying to which function program revenue pertains, the determining factor for charges for services is which function generates the revenue. For grants and contributions, the determining factor is to which function the revenues are restricted.

Taxes, interest, and other revenue sources not properly included with program revenues are reported as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function and each identifiable business activity is self-financing or draws from the general revenues of the City.

Fund Financial Statements – During the year, the City segregates transactions related to certain City functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the City at this more detailed level. Fund financial statements are provided for governmental and proprietary funds.

Major individual governmental and enterprise funds are reported in separate columns with composite columns for nonmajor funds.

Fund Accounting – The City uses funds to maintain its financial records during the year. A fund is a fiscal and accounting entity with a self-balancing set of accounts. The City uses two types of categories: governmental and proprietary.

Governmental Funds – Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or may not be used. Fund liabilities are assigned to the fund from which they will be liquidated. The City reports the difference between governmental fund assets and liabilities as fund balance.

The City reports the following major governmental funds:

> The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except for those required to be accounted for in another fund.
>
> The *capital projects fund* accounts for the acquisition or construction of major capital facilities of the City (other than those financed by proprietary funds).

Proprietary Fund – Proprietary fund reporting focuses on the determination of operating income, changes in net position, financial position and cash flows. Proprietary funds are classified as either enterprise or internal service.

Note 1 – Summary of Significant Accounting Policies (Continued)

The City reports the following major proprietary funds:

The *water fund* accounts for the activities of the City's water production, treatment and distribution operations.
The *sewer fund* accounts for the activities of the City's sewer treatment operations.
The *pressure irrigation fund* accounts for the activities of the City's pressurized irrigation distribution operations.

The *storm drain fund* accounts for the activities of the City's storm drain operations.

Measurement Focus

Government-wide Financial Statements – The government-wide financial statements are prepared using the economic resources measurement focus. All assets and liabilities associated with the operation of the City are included on the statement of net position. The statement of activities reports revenues and expenses.

Fund Financial Statements – All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are generally included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include reconciliation with brief explanations to better identify the relationship between the government-wide statements and the governmental fund statements.

Like the government-wide statements, all proprietary fund types are accounted for on a flow of economic resources measurement focus on both financial reporting levels. All assets and liabilities associated with the operation of these funds are included on the statements of net position. The statements of changes in fund net position present increases (i.e., revenues) and decreases (i.e., expenses) in net position. The statement of cash flows provides information about how the City finances and meets the cash flow needs of its proprietary activities.

Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. At the fund reporting level, governmental funds use the modified accrual basis of accounting. Proprietary funds use the accrual basis of accounting at both reporting levels. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue, the recording of unearned revenue and in the presentation of expenses versus expenditures.

Revenues – Exchange Transactions – Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded when the exchange takes place and in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used

Note 1 – Summary of Significant Accounting Policies (Continued)

to pay liabilities of the current fiscal year. For the City, the phrase "available for exchange transactions" means expected to be received within 60 days of year-end.

Revenues – Non-exchange Transactions – Non-exchange transactions in which the City receives value without directly giving equal value in return, include sales tax, property tax, grants, and donations. On an accrual basis, revenue from sales tax is recognized in the period in which the taxable sale taxes place. Revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions also must be available (i.e., collected by June 30, 2025 for property taxes and within 60 days for other non-exchange transactions) before it can be recognized.

Under the modified accrual basis, the following revenue sources are considered to be susceptible to accrual: sales taxes, property taxes, special assessments, and federal and state grants.

Unearned Revenue – Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. This unearned revenue is expected to be collected in the next fiscal year.

Expenses/Expenditures – On the accrual basis of accounting, expenses are recognized at the time they are incurred, if measurable. On the modified accrual basis, expenditures are generally recognized in the accounting period in which the related fund liability is incurred and due, if measurable.

Prepaid Expenses – Certain payment to vendors reflect costs applicable to future accounting periods and are recorded a prepaid items in both the government-wide and fund financial statements.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Fund Equity

Cash, Cash equivalents, and Investments

Cash and cash equivalents include cash on hand, demand deposits with banks and other financial institutions, and deposits in other types of accounts or cash management pools that have the general characteristics of demand deposit accounts. The City's investment policy allows for the investment of funds in time certificates of deposit with federally insured depositories, investment in the Utah Public Treasurer's Investment Fund (Fund) and other investments allowed by the State of Utah's Money Management Act. Investments are reported at fair value. The Fund operates in accordance with state laws and regulations. The reported value of the City's cash in the Fund is the same as the fair value of the Fund shares.

Cash equivalents are generally considered short-term highly liquid investments with maturities of three months or less from the purchase date. Investments are recorded at fair value in accordance with GASB Statement No.72 *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

Note 1 – Summary of Significant Accounting Policies (Continued)

Restricted Assets

Cash which is restricted to a particular use due to statutory, budgetary or bonding requirements is classified as “restricted cash” on the statement of net position and on the balance sheets. Restricted cash would be spent first and then unrestricted resources would be used when the restricted funds are depleted.

Receivables

All trade and property tax receivables are reported net of an allowance for uncollectible amounts, where applicable.

Interfund Balances

On the fund financial statements, receivables and payables resulting from short-term interfund loans are classified as interfund receivables/payables. These amounts are eliminated in the governmental and business-type activities columns of the statement of net position, except for any net residual amounts due between governmental and business-type activities, which are reclassified and presented as internal balances.

Capital Assets

General capital assets are those assets not specifically related to activities reported in the proprietary funds. These assets generally result from expenditures in governmental funds or contributions. The City reports these assets in the governmental activities column of the government-wide statement of net position but does not report these assets in the governmental fund financial statements. Capital assets utilized by proprietary funds are reported both in the business-type activities column of the governmentwide statement of net position and in the proprietary fund’s statement of net position

Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are capitalized at historical cost, if purchased and at fair market value at the date of the gift, if donated. Improvements to capital assets are capitalized. Major additions are capitalized, while maintenance and repairs which do not improve or extend the life of the respective assets are charged to expense.

All reported capital assets are depreciated except for land, rights-of-way, water rights, and construction in progress. Improvements are depreciated over the remaining useful lives of the related capital assets. Useful lives for infrastructure were estimated based on the City’s historical records of improvements and replacements.

Capital asset depreciation is recognized using the straight-line method over the estimated useful lives as follows:

Classification	Range of Lives
Buildings and structures	20-50 years
Improvements and infrastructure	10-50 years
Machinery, equipment and vehicles	5-15 years

Compensated Absences

Accumulated unpaid vacation is accrued as incurred based on the years of service for each employee. Vacation is accumulated on a monthly basis. Proprietary funds expense all accrued vacation amounts when

Note 1 – Summary of Significant Accounting Policies (Continued)

incurred. Governmental funds report an expenditure as the vacation is paid. Compensated leave time may be accrued up to 160 hours. The accumulated sick leave is earned at a rate of one day per month. Sick pay amounts are charged to expenditures when incurred. Employees may accumulate up to 90 days of sick leave. Employees who retire are offered the choice to be paid 25% of accumulated sick leave at retirement or to have City pay the cost of the employee's health insurance for one month for every two days of sick leave until the employee can qualify for Medicare.

The total compensated absence liability is reported on the government-wide financial statements. Proprietary funds report the total compensated absences liability in each individual fund at the fund reporting level. Governmental funds report the compensated absence liability at the fund reporting level only when it is due to for payment in the current fiscal year.

Long-term Liabilities

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements.

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner, and in full from current financial resources, are reported as obligations to these funds. Bonds are recognized as a liability in the governmental fund financial statements only when they are due for payment in the current fiscal year.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expenditure) until then. The City current has deferred outflows of resources related to debt refunding and pensions.

In addition to liabilities, the statement of net position will sometimes include a separate section deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until then. The governmental funds report deferred inflows of resources related to property taxes and pensions.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plans (URS),including additions to/deductions from URS's fiduciary net position, have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Fund Equity

Fund equity at the governmental fund financial reporting level is classified as "fund balance." Fund equity for all other reporting is classified as "net position."

Note 1 – Summary of Significant Accounting Policies (Continued)

Fund Balance – Generally, fund balance represents the difference between the current assets and current liabilities. In the fund financial statements, governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Fund balances are divided into five categories as follows.

Non-spendable – Any non-spendable fund balance includes amounts that are (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example: inventories, prepaid amounts, and long-term notes receivable.

Restricted – Any restricted fund balance includes amounts that are restricted for specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may effectively be changed or lifted only with the consent of resource providers.

Committed – Any committed fund balance includes amounts that can only be used for the specific purposes determined by a formal action of the City's highest level of decision-making authority, the Alpine City Council. Commitments may be changed or lifted only by the City taking the same formal action that imposed the constraint originally (for example: resolution or ordinance).

Assigned – Any assigned fund balance includes amounts intended to be used by the City for specific purposes that are neither restricted nor committed. Intent is expressed by (a) the Alpine City Council or (b) a body to which the governing body has delegated the authority to assign amounts. Assigned amounts also include all residual amounts in governmental funds (except negative amounts) other than the General Fund that are not classified as non-spendable, restricted, or committed.

Unassigned – The unassigned fund balance is the residual classification for the General Fund. This designation is also used in other governmental funds to report a negative fund balance

Net Position Flow Assumptions – The City has established a flow assumption policy to use restricted net position first before using unrestricted net position.

Fund Balance Flow Assumptions – The City has established a flow assumption policy to use restricted fund balance before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, it is the City's policy to use the fund balance in the following order: 1) Committed, 2) Assigned, and 3) Unassigned.

Net Position – The net position represents the difference between assets and liabilities. The net position component, net investment in capital assets, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. The net position is reported as restricted when there are limitations imposed on its use either through enabling legislation or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. The balance of the net position is reported as unrestricted.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the proprietary funds. Operating expenses are necessary costs incurred to provide the good or service that

Note 1 – Summary of Significant Accounting Policies (Continued)

are the primary activity of each fund. All other revenues and expenses are classified as non-operating including investment earnings, interest expense, and the gain or loss on the disposition of capital assets.

Contributions of Capital

Contributions of capital reported in proprietary fund financial statements and the government-wide financial statements arise from outside contributions of capital assets (e.g. developers), and grants or outside contributions of resources restricted to capital acquisition and construction.

Inter-fund Transactions

During the course of normal operations, the City has transactions between funds to subsidize operations in certain funds, to allocate administrative costs, to construct assets, to distribute grant proceeds, etc. These transactions are generally reflected as operating transfers. Inter-fund transfers are reported as other financing sources/uses in governmental funds and after the non-operating revenues/expenses section in proprietary funds.

Transfers between governmental and business-type activities on the government-wide statement of activities are reported as general revenues. Transfers between funds reported in the governmental activities column are eliminated. Transfers between funds reported in the business-type activities column are eliminated.

Estimates and Assumptions

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results may differ from those estimates.

Note 2 – Reconciliation of Government-wide and Fund Financial Statements

Explanation of certain differences between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position

The governmental fund balance sheet includes reconciliation between total governmental fund balances and of governmental activities in the government-wide statement of net position. This difference primarily results from the long-term economic focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheets.

Capital Asset Differences

When capital assets (land, buildings, improvements and equipment) are purchased or constructed for use in governmental fund activities, the costs of those assets are reported as expenditures in the governmental funds. However, those costs are reported as capital assets in the statement of net position. The details of these differences are presented below:

Note 2 – Reconciliation of Government-wide and Fund Financial Statements (Continued)

Land	$ 22,972,644
Buildings and improvements	3,022,723
Infrastructure	45,747,264
Machinery and equipment	1,969,258
Less accumulated depreciation	(29,531,928)
Net Capital Asset Difference	$ 44,179,961

Long-Term Liability Differences

Long-Term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental fund balance sheet. All liabilities (both current and long-term) are reported in the statement of net position. The details of these differences are presented below:

Net pension liability	$(128,882)
Compensated absences	(102,192)
Total long-term liability difference	$(231,074)

Explanation of certain differences between the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances and the Government-Wide Statement of Activities

The governmental fund financial statements include reconciliation between changes in fund balances in the governmental funds and changes in net position in the government-wide statement of activities. This difference primarily results from the long-term economic focus of the statement of activities versus the current financial resource focus of the governmental fund financial statements.

Capital Outlay and Depreciation Differences

Capital outlays are reported as expenditures in the statement of revenues, expenditures and changes in fund balances. They are reported as capital assets, with the costs allocated over the useful lives of the assets, as depreciation, in the statement of activities. The details of these differences are reported below:

Capital Outlay	$ 880,371
Depreciation Expense	(1,362,472)
	$ (482,101)

Long-Term Debt Issuance and Repayment Differences

The change in long-term compensated absences is not reported in the statement of revenues, expenditures and changes in fund balance. This change is reported in the statement of activities. The detail of this difference is reported below:

Change in pension benefits payable	$ (20,240)
Change in compensated absences	(16,071)
	$ (36,311)

Note 3 – Stewardship, Compliance and Accountability

Budgetary Information

Prior to the first regularly scheduled meeting of the City Council in May, the Mayor and the City Manager submit to the City Council a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and proposed sources of revenues.

Between May 1 and June 22, the City Council reviews and adjusts the proposed budget. On or before June 22, a public hearing is held and the budget is legally adopted through passage of a resolution, unless a property tax increase is proposed. If a property tax increase is proposed, a hearing must be held on or before August 17, which does not conflict with other taxing entities that have proposed a property tax increase. At this time the final balanced budget is adopted.

Under Utah State law, the City's budget establishes maximum legal authorization for expenditures during the fiscal year. Expenditures are not to exceed the budgeted amounts, including revisions, except as allowed by the code for certain events.

The Mayor, in conjunction with the appropriate department head, has the authority to transfer budget appropriations within and between any divisions of any budgetary fund. The City Council has the authority to transfer budget appropriations between individual budgetary funds by resolution. A public hearing must be held to increase the total appropriations of any one governmental fund type; however, after the original public hearing, operating and capital budgets of proprietary fund types may be increased by resolution without an additional hearing.

Annual budgets for the general fund, all debt service funds and capital projects funds were legally adopted by the City and prepared on the modified-accrual method of accounting. Annual budgets for the proprietary funds were legally adopted by the City and prepared on the accrual method of accounting.

Although Utah State law requires the initial preparation of budgets for all City funds (both governmental and proprietary), it only requires the reporting of comparisons of actual results to budgets for the general fund and any major special revenue funds.

Tax Revenues

Property taxes are collected by the County Treasurer and remitted to the City in two to three installments in November, December, and a final settlement in the first quarter of the calendar year. Taxes are levied and are due and payable on November 1st and are delinquent after November 30th of each year, at which time they become liens if not paid. An accrual of uncollected current and prior year's property taxes beyond that which was received within 60 days after the fiscal year end has not been made, as the amounts are not deemed to be material.

Sales taxes are collected by the Utah State Tax Commission and remitted to the City monthly. An accrual has been made for all taxes received by the State for the period ended June 30th and thus due and payable to the City.

Franchise taxes are charged to various utility companies doing business with the City including telephone, cable television, gas utility, and electric utility companies. The fees are remitted on a monthly, quarterly, or annual basis. An accrual has been made for all fees due and payable to the City at June 30th

Note 4 – Deposits and Investments with Financial Institutions

The City follows the requirements for the Utah Money Management Act (Utah Code, Section 51, Chapter 7) in handling its depository and temporary investment transactions. This Act requires the depositing of City funds in a "qualified depository." The Act defines a "qualified depository" as any financial institution whose deposits are insured by an agency of the federal government, and which has been certified by the Utah Commissioner of Financial Institutions as meeting the requirement of the Act and adhering to the rules of the Utah Money Management Council. Following are discussions of the City's exposure to various risks related to its cash management activities.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be recovered. The City does not have a formal deposit policy for custodial credit risk. None of the City's bank deposits were uninsured or uncollateralized on June 30, 2025.

Credit Risk

Credit risk is the risk that the counterparty to an investment will not fulfill its obligations. The City's policy for limiting the credit risk of investments is to comply with the Money Management Act. The Act requires investments transactions to be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities. Permitted investments include deposits of qualified depositories; repurchase agreements; commercial paper that is classified as "first-tier" by two nationally recognized statistical rating organizations, one of which must be Moody's Investor Services or Standard & Poors; bankers acceptances; obligations of the U.S. Treasury and U.S. Government sponsored enterprises; bonds and notes of political subdivisions of the State of Utah; fixed rate corporate obligations and variable rate securities rated "A" or higher by two nationally recognized statistical rating organizations as defined in the Act.

The City is authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses, net of administration fees, of the PTIF are allocated based on the participants' average daily balances. The fair value of the City's position in the pool is the same as the value of its pool shares. The PTIF has not been rated.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an instrument. The City manages its exposure to declines in fair value by investment mainly in the PTIF and adhering to the Money Management Act. The Act requires that the remaining term to maturity of investments maturity of investments may not exceed the period of availability of the funds to be invested.

As of June 30, 2025 the government had the following investments and maturities:

Investment Type	Fair Value	Maturity
PTIF	$28,728,436	less than 1 year

Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those the Governmental Standards Board (GASB) Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value. Level 1 inputs are quoted prices in active markets for identical assets;

Note 4 – Deposits and Investments with Financial Institutions (Continued)

Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The City's investments of $28,728,436 are with the Utah PTIF as aforementioned and are considered Level 2 inputs.

The deposits and investments described above are included on the Statement of Net Position as per the following reconciliation:

Reconciliation to Government-wide Statement of Net Assets:		
Deposits	Deposits	$ 283,414
Investments	Investments	28,728,436
Cash on hand	Cash on hand	876
	Total	**$ 29,012,726**
Government - Wide		
Cash and Cash Equivalents	Unrestricted	$ 23,684,704
Restricted Cash	Restricted	5,328,022
	Total	**$ 29,012,726**

Note 5 – Receivables

Property taxes are levied on January 1 of 2025, are due in November of 2025, and are budgeted for the 2025 fiscal year. Even though they are not intended to fund the 2025 fiscal year, they must be recognized as an asset because the City has an enforceable claim to the revenue. The property taxes that have been remitted to the City within 60 days of the end of the current fiscal period have been recognized as revenue. The uncollected, measurable amounts have been accrued as deferred revenue.

Franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other items are considered to be measurable and available only when cash is received by the City.

The following is a summary of receivables and the associated allowances for uncollectible accounts as of June 30, 2025.

	Governmental Activities	Business-type Activities	Total
Accounts Receivable	$ 71,278	$ 378,306	$ 449,584
Property taxes receivable	2,659,543	-	2,659,543
Class C road receviable	182,526	-	182,526
Sales Tax Receivable	395,205	-	395,205
Arts & Zoo Receivable	23,640	-	23,640
Franchise Tax Receivable	46,161	-	46,161
Mass Transit Tax Receivable	37,838	-	37,838
Allowance for Uncollectible Accounts	-	(1,083)	(1,083)
Net receivables	$ 3,416,191	$ 377,223	$ 3,793,414

Note 6 – Capital Assets

Capital Asset activity for the year ended June 30, 2025 was as follows:

	June 30, 2024	Additions	Retirements	June 30, 2025
Governmental Assets				
Assets not Depreciated				
Land	$ 22,972,644	$ -	$ -	$ 22,972,644
Assets Being Depreciated				
Building & Improvements	2,667,723	355,000	-	3,022,723
Infrastructure	45,369,772	377,492	-	45,747,264
Machinery & Equipment	1,821,379	147,879	-	1,969,258
Total Governmental Assets	**72,831,518**	**880,371**	**-**	**73,711,889**
Accumulated Depreciation				
Building and Improvements	(1,348,909)	(73,301)	-	(1,422,210)
Infrastructure	(25,751,349)	(1,207,131)	-	(26,958,480)
Machinery & Equipment	(1,069,198)	(82,040)	-	(1,151,238)
Total Accumulated Depreciation	**(28,169,456)**	**(1,362,472)**	**-**	**(29,531,928)**
Net Governmental Capital Assets	**$ 44,662,062**			**$ 44,179,961**
Business-Type Assets				
Assets not Depreciated				
Land	$ 456,127	$ -	$ -	$ 456,127
Water shares	73,400	-	-	73,400
Assets Being Depreciated				
Buildings & improvements	215,074	-	-	215,074
Improvements and Infrastructure	49,443,081	278,525	-	49,721,606
Machinery & Equipment	2,006,871	137,250	-	2,144,121
Total Business-Type Assets	**52,194,553**	**415,775**	**-**	**52,610,328**
Accumulated Depreciation				
Buildings & Improvements	(185,297)	(2,787)	-	(188,084)
Improvement & Infrastructure	(17,377,758)	(1,042,026)	-	(18,419,784)
Machinery & Equipment	(1,249,233)	(102,454)	-	(1,351,687)
Total Accumulated Depreciation	**(18,812,288)**	**(1,147,267)**	-	**(19,959,555)**
Net Business-Type Capital Assets	**$ 33,382,265**			**$ 32,650,773**

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental		**Business-type**	
General Government	$ 197,255	Water	$ 400,906
Public safety	823,452	Sewer	187,886
Highways and public improvements	335,150	Storm drain	166,267
Parks and recreation	6,615	Pressure irrigation	392,208
	$ 1,362,472		**$ 1,147,267**

Note 7 – Long Term Debt

Long-term liability transactions for the fiscal year ended June 30,2025, were as follows:

Type of Debt	Balance June 30, 2024	Additions	Deductions	Balance June 30, 2025	Due within one year
Governmental					
Compensated absences	$ 81,952	$ 20,240	$ -	**$ 102,192**	$ 14,276
Business-Type Activities:					
Compensated absences	$ 49,172	$ 44,247		**$ 93,419**	$ 86,957
Revenue bonds					
2010 Water bond	$ 2,181,000		$ (352,000)	$ 1,829,000	$ 356,000
	$ 2,181,000	**$ -**	**$ (352,000)**	**$ 1,829,000**	**$ 356,000**

Details of long-term debt for business-type activities consists of the following:

Notes and bonds payable

2010 Water Revenue Bonds	
$5,875,000 bond payable, due in various annual installments, including interest at 1.33%, through October 2029.	$ 1,829,000
	$ 1,829,000

All revenue bonds are secured and collateralized by their respective future revenue streams.

The following is a summary of the annual payments to maturity for the business-type revenue bonds:

Year Ending June 30	Business-type Activities Bonds Payable Principal	Interest
2026	$ 356,000	$ 21,958
2027	361,000	17,190
2028	366,000	12,536
2029	370,000	7,461
2030	376,000	2,500
Total	**$ 1,829,000**	**$ 61,645**

Note 8 – Fund Equity

Restricted net positions represents amounts required to be maintained to satisfy third party agreements or legal requirements. On June 30, 2025 the City's enterprise funds held $1,734,489 restricted for impact fees.

Note 8 – Fund Equity (Continued)

Pursuant to GASB No. 54 (see Note 1, *Net Position*) the governmental fund balances are classified as follows:

Restricted fund balance - $2,384,312 for future roads, parks, impact fees, and cemetery
Assigned fund balance - $7,922,163 for future capital projects
Non-spendable - $60,463 for future operating costs for the cemetery.

Note 9 – Pension Plans

General information about the Pension Plan

Plan Description: Eligible plan participants are provided with pensions through the Utah Retirement Systems. Utah Retirement Systems are comprised of the following Pension Trust Funds:

Defined Benefit Plans

The **Public Employees Noncontributory Retirement System (Noncontributory System)** is a multiple-employer, cost sharing, retirement system.

The **Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System)** is a multiple employer, cost sharing, public employee retirement systems.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have not previous credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Utah State Retirement Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code Grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained in writing Utah Retirement Systems, 560 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org/general/publications.

Summary of Benefits by System

Benefits provided: URS provides retirement, disability, and death benefits.

Retirement benefits are as follows:

Note 9 – Pension Plans (Continued)

Summary of Benefits by System

Retirement benefits are as follows:

System	Final Average Salary	Years of service required and/or age eligible for benefit	Benefit percent per year of service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years any age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%

** Actuarial reductions are applied.*
*** All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.*

Contribution Rate Summary

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by state statute and specified by the Utah State Retirement Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of June 30, 2025 are as follows:

	Employee	Employer	Employer 401(k) Plan
Contributory System			
111-Local Government Division Tier 2	0.70	15.19%	-
Noncontributory System			
15-Local Government Division Tier 1	-	16.97%	-
Tier 2 DC Only			
211-Local Government	-	5.19%	10.00%

***Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

For fiscal year ended June 30, 2025, the employer and employee contributions to the Systems were as follows:

System	Employer Contributions	Employee Contributions
Noncontributory System	$ 93,908	-
Tier 2 Public Employees System	81,654	3,763
Total Contributions	**$ 175,562**	**$ -**

Contributions reported are the URS Board-approved required contributions by System. Contributions ir the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

Note 9 – Pension Plans (Continued)

Contributions reported are the URS board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Relating to Pensions

At June 30, 2025, we reported a net pension liability of $252,709 and net pension liability of $0.

	(Measurement Date): December 31, 2024				
	Net Pension Asset	Net Pension Liability	Proportionate Share	Proportionate Share December 31, 2023	Change (Decrease)
Noncontributory System	$ -	$ 205,130	0.0646871%	0.7203650%	-0.0073494%
Tier 2 Public Employees System	-	47,579	0.0159533%	0.1677340%	-0.0008201%
Total Net Pension Asset / Liability	**$ -**	**$ 252,709**			

The net pension asset and liability was measured as of December 31, 2024, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2024 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended June 30, 2025, we recognized pension expense of $241,312.

At June 30, 2025 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 142,797	$ 328
Changes in assumptions	32,859	5
Net difference between projected and actual earnings on pension plan investments	64,830	-
Changes in proportion and differences between contributions and proportionate share of contributions	9,771	800
Contributions subsequent to the measurement date	88,033	-
Total	**$ 338,290**	**$ 1,133**

$88,033 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Note 9 – Pension Plans (Continued)

Year Ended December 31,		Deferred Outflows (inflows) of Resources
2025	$	124,656
2026	$	122,220
2027	$	(21,401)
2028	$	(78)
2029	$	10,604
Thereafter	$	13,124

Noncontributory System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2025, we recognized pension expense of $189,311.

At June 30, 2025, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 122,228	-
Changes in assumptions	16,968	-
Net difference between projected and actual earnings on pension plan investments	61,788	-
Changes in proportion and differences between contributions and proportionate share of contributions	2,243	27
Contributions subsequent to the measurement date	43,544	-
Total	**$ 246,771**	**$ 27**

$43,544 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

Year Ended December 31,		Deferred Outflows (inflows) of Resources
2025	$	119,134
2026	$	113,716
2027	$	(25,072)
2028	$	(4,578)
2029	$	-
Thereafter	$	-

Note 9 – Pension Plans (Continued)

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2025, we recognized pension expense of $52,001.

At June 30, 2025, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 20,569	$ 328
Changes in assumptions	15,891	5
Net difference between projected and actual earnings on pension plan investments	3,041	
Changes in proportion and differences between contributions and proportionate share of contributions	7,529	773
Contributions subsequent to the measurement date	44,489	-
Total	**$ 91,519**	**$ 1,106**

$44,489 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (inflows) of Resources
2025	$ 5,521
2026	$ 8,504
2027	$ 3,671
2028	$ 4,500
2029	$ 10,604
Thereafter	$ 13,124

Actuarial Assumptions

The total pension liability in the December 31, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

- Inflation — 2.50 Percent
- Salary Increase — 3.5-9.5 percent, average, including inflation
- Investment rate of return — 6.85 percent, net of pension plan investment expense, Including inflation

Note 9 – Pension Plans (Continued)

Mortality rates were adopted from an actuarial experience study dated January 1, 2023. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using the ultimate rates from the MP-2020 improvement scale using a base year of 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2023, valuation were based on the results of an actuarial experience study for the period ending December 31, 2022.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investments expense and inflation) are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table.

		Expected Return Arithmetic Basis	
Asset Class	Target Asset Allocation	Real Return Arithmetic Basis	Long-Term expected portfolio real rate of return
Equity securities	35%	7.01%	2.45%
Debt securities	20%	2.54%	0.51%
Real assets	18%	5.45%	0.98%
Private equity	12%	10.05%	1.21%
Absolute return	15%	4.36%	0.65%
Cash and cash equivalents	0%	0.49%	0.00%
Totals	100%		5.80%
Inflation			2.50%
Expected arithmetic nominal return			8.30%

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.50%, and a real return of 4.35% that is net of investment expense.

Discount rate: The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate, and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments, to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.85 percent, as well as what the proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1.00 percentage-point lower (5.85 percent) or 1.00 percentage-point higher (7.85 percent) than the current rate:

Note 9 – Pension Plans (Continued)

System	1% Decrease 5.85%	Discount Rate 6.85%	1% Increase 7.85%
Noncontributory System	$ 867,532	$ 205,130	$ (350,411)
Tier 2 Public Employees System	142,107	47,579	(25,954)
Total	$ 1,009,639	$ 252,709	$ (376,365)

*** Pension plan fiduciary net position: Detailed information about the pension plans fiduciary net position is available in the separately issued URS financial report.

Defined Contribution Savings Plans

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b), and 408 of the Internal Revenue Code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

Alpine City participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:
*401(k) Plan
*457(b) Plan
*Roth IRA Plan

Employee and employer contributions to the Utah Retirement Defined Contributions Savings Plan for fiscal year ended June 30, were as follows

	2025	2024	2023
401(k) Plan			
Employer Contributions	$ 659	$ 826	$ 1,457
Employee Contributions	$ 8,009	$ 6,853	$ 13,666
457 Plan			
Employer Contributions	$ -	$ -	$ -
Employee Contributions	$ 4,292	$ 4,744	$ 4,672
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	$ 2,145	$ 8,900	$ 12,821

Note 10 – Risk Management

Alpine City is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City joined together with other governments in the State of Utah to form the Utah Local Governments Trust (ULGT), a public entity risk pool currently operating as a common risk management and insurance program for Utah State governments. The City pays an annual premium to ULGT for its general insurance coverage.

The City also carries comprehensive general liability insurance coverage through a commercial insurance company. Settled claims from this risk type have not exceeded coverage in any of the past three fiscal years.

Note 11 – Rounding Convention

A rounding convention to the nearest whole dollar has been applied throughout this report, therefore the precision displayed in any monetary amount is plus or minus $1.

Note 12 – Subsequent Events

In preparing these financial statements, the City has evaluated events and transactions for potential recognition or disclosure through September 18, 2025 the date the financial statements were available to be issued.

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Changes in Assumptions Related To Pensions

There were no changes in the actuarial assumptions or methods since the prior actuarial valuation.

Budgetary Comparison Schedule

The Budgetary Comparison Schedule presented in this section of the report is for the General Fund.

Budgeting and Budgetary Control

The budget for the General Fund is legally required and is prepared and adopted on the modified accrual basis of accounting.

Original budgets represent the revenue estimates and spending authority authorized by the City Council prior to the beginning of the year. Final budgets represent the original budget amounts plus any amendments made to the budget during the year by the City Council through formal resolution. Final budgets do not include unexpended balances from the prior year because such balances automatically lapse to unreserved fund balance at the end of each year.

Current Year Excess of Expenditures over Appropriations

No General Fund departmental budgets were exceeded during the fiscal year. Also, the overall General Fund budget was not exceeded for the fiscal year.

All departments and funds were within budgeted appropriations for the fiscal year ending June 30, 2025.

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Alpine City

Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual General Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Variance of Original and Final Budget Over(Under)	Actual Amounts	Variance with Final Budget Over(Under)
	Original	Final			
REVENUES					
Taxes					
Sales taxes	$ 2,100,000	$ 2,100,000	$ -	$ 2,224,843	$ 124,843
Property taxes	2,663,500	2,663,500	-	2,960,472	296,972
Franchise taxes	1,020,000	1,020,000	-	1,162,037	142,037
Mass transit taxes	195,000	195,000	-	209,333	14,333
Licenses and permits	655,000	655,000	-	594,139	(60,861)
Intergovernmental revenue	670,000	670,000	-	721,955	51,955
Charges for services	831,766	831,766	-	1,108,080	276,314
Fines and forfeitures	49,000	49,000	-	94,954	45,954
Interest income	70,000	70,000	-	261,669	191,669
Miscellaneous	290,500	290,500	-	274,819	(15,681)
Total revenues	**8,544,766**	**8,544,766**	**-**	**9,612,301**	**1,067,535**
EXPENDITURES					
Current:					
General government	2,446,950	2,445,950	1,000	1,286,457	(1,159,493)
Public safety	2,982,434	2,982,434	-	2,982,429	(5)
Streets	1,505,000	1,505,000	-	1,433,364	(71,636)
Parks & recreation	591,096	591,096	-	520,142	(70,954)
Cemetery	199,200	199,200	-	178,770	(20,430)
Garbage	737,150	737,150	-	735,995	(1,155)
Total expenditures	**8,461,830**	**8,460,830**	**1,000**	**7,137,157**	**(1,323,673)**
Excess revenues over (under) expenditures	**82,936**	**83,936**	**(1,000)**	**2,475,144**	**2,391,208**
Other financing sources (uses)					
Transfers in (out)	(296,315)	(296,315)	-	(2,100,000)	1,803,685
Total other financing sources and uses	**(296,315)**	**(296,315)**	-	**(2,100,000)**	**1,803,685**
Excess of revenues and other sources over (under) expenditures and other uses	$ (213,379)	$ (212,379)	(1,000)	375,144	587,523
Fund balances - beginning of year				3,692,463	
Fund balances - end of year				**$ 4,067,607**	

The notes to the financial statements are an integral part of this statement

Alpine City
Schedule of the Proportionate Share of the Net Pension Liability
Utah Retirement Systems
For the Year Ended June 30, 2025
Last 10 Fiscal Years*

	As of fiscal year ended June 30,	Proportion of the net pension liability (asset)	Proportionate share of the net pension liability (asset)	Covered employee payroll	Proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	Plan fiduciary net position as a percentage of its covered employee payroll
Noncontributory System	2025	0.0646871%	$ 205,130	$ 610,141	33.62%	96.02%
	2024	0.0729627%	169,242	574,447	29.46%	96.90%
	2023	0.0607796%	104,100	417,688	24.92%	97.50%
	2022	5.7686600%	(330,377)	377,370	-87.55%	108.70%
	2021	0.0598456%	30,697	418,487	7.34%	99.20%
	2020	0.0627981%	236,678	456,516	51.84%	93.70%
	2019	0.0636569%	468,752	458,229	102.30%	87.00%
	2018	0.0587781%	257,524	428,491	60.10%	91.90%
	2017	0.0583695%	374,804	450,218	83.25%	87.30%
	2016	0.0555285%	314,207	405,922	77.41%	87.80%
Tier 2 Public Employees System*	2025	0.015953%	47,579	472,636	10.07%	87.44%
	2024	0.014213%	27,664	367,460	7.53%	89.58%
	2023	0.020628%	22,642	450,895	4.98%	92.30%
	2022	2.396370%	(10,142)	445,097	-2.28%	103.80%
	2021	0.024510%	3,525	391,633	0.90%	98.30%
	2020	0.025559%	5,748	355,395	1.62%	96.50%
	2019	0.024751%	2,182	424,465	0.90%	97.40%
	2018	0.022127%	2,468	181,457	1.36%	95.10%
	2017	0.031485%	(69)	203,382	-0.03%	100.20%
	2016	0.035973%	(1,090)	176,450	-6.00%	103.50%

* In accordance with paragraph 81.a of GASB 68, employers will need to disclose a 10-year history of their proportionate share of the Net Pension Liability (Asset) in their RSI. The 10 year schedule will need to be built prospectively. The schedule above is only for the past 10 years.

The notes to the financial statements are an integral part of this statement

Alpine City
Schedule of Contributions
Utah Retirement Systems
For the Year Ended June 30, 2025
Last 10 Fiscal Years*

	As of fiscal year ended June 30,	Actuarial Determined Contributions	Contributions in Relation to the contractually required contribution	Contribution deficiency (excess)	Covered employee payroll	Contributions as a percentage of covered employee payroll
Noncontributory System	2016	$ 79,330	$ 79,330	$ -	$ 494,582	16.04%
	2017	78,860	78,860	-	474,145	16.63%
	2018	76,939	76,939	-	435,690	17.66%
	2019	83,411	83,411	-	448,202	18.61%
	2020	81,374	81,374	-	635,961	12.80%
	2021	70,322	70,322	-	391,755	17.95%
	2022	68,264	68,264	-	374,787	18.21%
	2023	93,772	93,772	-	509,948	18.39%
	2024	104,640	104,640	-	587,872	17.80%
	2025	93,908	93,908	-	553,676	16.96%
Tier 2 Public Employees System*	2016	28,838	28,838	-	216,329	13.33%
	2017	32,391	32,391	-	236,683	13.69%
	2018	39,264	39,264	-	259,434	15.13%
	2019	55,751	55,751	-	358,761	15.54%
	2020	54,487	54,487	-	347,118	15.70%
	2021	65,932	65,932	-	422,185	15.62%
	2022	77,394	77,394	-	477,486	16.21%
	2023	65,747	65,747	-	410,664	16.01%
	2024	61,285	61,285	-	382,792	16.01%
	2025	81,654	81,654	-	540,271	15.11%
Tier 2 Public Employees DC Only System*	2016	3,373	3,373	-	57,908	5.82%
	2017	4,598	4,598	-	74,716	6.15%
	2018	6,373	6,373	-	95,906	6.65%
	2019	5,570	5,570	-	83,847	6.64%
	2020	8,200	8,200	-	125,058	6.56%
	2021	10,031	10,031	-	149,948	6.69%
	2022	11,992	11,992	-	179,246	6.69%
	2023	20,381	20,381	-	329,265	6.19%
	2024	30,191	30,191	-	487,743	6.19%
	2025	-	-	-	-	0.00%

* Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems.
Tier 2 systems were created effective July 1, 2011

The notes to the financial statements are an integral part of this statement

Alpine City
Schedule of Contributions
Utah Retirement Systems
For the Year Ended June 30, 2025
Last 10 Fiscal Years*

	As of fiscal year ended June 30,	Actuarial Determined Contributions	Contributions in Relation to the contractually required contribution	Contribution deficiency (excess)	Covered employee payroll	Contributions as a percentage of covered employee payroll
Noncontributory System	2016	$ 79,330	$ 79,330	$ -	$ 494,582	16.04%
	2017	78,860	78,860	-	474,145	16.63%
	2018	76,939	76,939	-	435,690	17.66%
	2019	83,411	83,411	-	448,202	18.61%
	2020	81,374	81,374	-	635,961	12.80%
	2021	70,322	70,322	-	391,755	17.95%
	2022	68,264	68,264	-	374,787	18.21%
	2023	93,772	93,772	-	509,948	18.39%
	2024	104,640	104,640	-	587,872	17.80%
	2025	93,908	93,908	-	553,676	16.96%
Tier 2 Public Employees System*	2016	28,838	28,838	-	216,329	13.33%
	2017	32,391	32,391	-	236,683	13.69%
	2018	39,264	39,264	-	259,434	15.13%
	2019	55,751	55,751	-	358,761	15.54%
	2020	54,487	54,487	-	347,118	15.70%
	2021	65,932	65,932	-	422,185	15.62%
	2022	77,394	77,394	-	477,486	16.21%
	2023	65,747	65,747	-	410,664	16.01%
	2024	61,285	61,285	-	382,792	16.01%
	2025	81,654	81,654	-	540,271	15.11%
Tier 2 Public Employees DC Only System*	2016	3,373	3,373	-	57,908	5.82%
	2017	4,598	4,598	-	74,716	6.15%
	2018	6,373	6,373	-	95,906	6.65%
	2019	5,570	5,570	-	83,847	6.64%
	2020	8,200	8,200	-	125,058	6.56%
	2021	10,031	10,031	-	149,948	6.69%
	2022	11,992	11,992	-	179,246	6.69%
	2023	20,381	20,381	-	329,265	6.19%
	2024	30,191	30,191	-	487,743	6.19%
	2025	-	-	-	-	0.00%

* Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems.
Tier 2 systems were created effective July 1, 2011

Paragraph 81.b of GASB 68 requires employers to disclose a 10-year history of contributions in RSI. The schedule above is only for the past 9 years.
Contributions as a percentage of covered payroll may be different than the board certified rate due to rounding and other administrative practices.

The notes to the financial statements are an integral part of this statement

Supplementary Information

Alpine City
Combining Balance Sheet – Nonmajor Governmental Funds
As of June 30, 2025

	Special Revenue	Permanent Fund	Total Governmental Funds
ASSETS			
Restricted cash	$ 610,744	$ 1,773,568	**$ 2,384,312**
Total assets	**610,744**	**1,773,568**	**2,384,312**
Liabilities, Deferred Inflows and Fund Balances:			
Restricted	610,744	1,773,568	**2,384,312**
Total fund balances	**610,744**	**1,773,568**	**2,384,312**
Total liabilities and fund balances	**$ 610,744**	**$ 1,773,568**	**$ 2,384,312**

The notes to the financial statements are an integral part of this statement

Alpine City
Combining Statement of Revenues, Expenditures, and Change in Fund Balance
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue	Permanent Fund	Total Governmental Funds
REVENUES			
Intergovernmental revenue	$ -	$ 1,575	**$ 1,575**
Interest income	34,430	71,942	**106,372**
Charges for services	-	773,925	**773,925**
Miscellaneous	10,752	-	**10,752**
Total revenues	**45,182**	**847,442**	**892,624**
EXPENDITURES			
Current:			
Cemetery	556,367	6,800	**563,167**
Total expenditures	**556,367**	**6,800**	**563,167**
Excess revenues over (under) expenditures	**(511,185)**	**840,642**	**329,457**
Excess of revenues and other sources over (under) expenditures and other uses	(511,185)	840,642	**329,457**
Fund balances - beginning of year	1,121,929	932,926	**2,054,855**
Fund balances - end of year	**$ 610,744**	**$ 1,773,568**	**$ 2,384,312**

The notes to the financial statements are an integral part of this statement

Additional Reports

Additional Auditor's Reports

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- Independent Auditor's Report on Compliance and Report on Internal Control Over Compliance as Required by the State Compliance Audit Guide.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

City Council Members
Alpine City
Alpine , Utah

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, *(Government Auditing Standards)* the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Alpine City, Utah, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise Alpine City's basic financial statements and have issued our report thereon dated September 18, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Alpine City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstance for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Alpine City's internal control. Accordingly, we do not express an opinion on the effectiveness of Alpine City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of Alpine City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Alpine City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Larson & Company
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Spanish Fork, UT 84660
Main: (801) 798-3545 | www.larsco.com

Member of CPAmerica
Member Crowe Global

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Alpine City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Alpine City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Larson & Company

Spanish Fork, Utah
September 18, 2025

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND ON REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE *STATE COMPLIANCE AUDIT GUIDE*

To the City Council Members
Alpine City
Alpine , Utah

Report on Compliance

We have audited Alpine City's compliance with the applicable general state compliance requirements described in the *State Compliance Audit Guide,* issued by the Office of the Utah State Auditor, for the year ended June 30, 2025.

State compliance requirements were tested for the year ended June 30, 2025 in the following areas:

Annual Procedures:

Budgetary Compliance	Restricted Taxes and Related Revenues
Fund Balance	Fraud Risk Assessment
Government Fees	Justice Courts

Opinion on Compliance

In our opinion, Alpine City complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2025.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (Government Auditing Standards); and the *State Compliance Audit Guide* (Guide), issued by the office of the state auditor. Our responsibilities under those standards and the *State Compliance Audit Guide* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Alpine City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of Alpine City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Alpine City's government programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Alpine City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Alpine City's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Alpine City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of Alpine City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the State Compliance Audit Guide but not for the purpose of expressing an opinion on the effectiveness of Alpine City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report On Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or to detect and correct noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the Guide. Accordingly, this report is not suitable for any other purpose. However, pursuant to *Utah Code* Title 63G, Chapter 2, this report is a matter of public record, and as such, its distribution is not limited.



Larson & Company, PC

Spanish Fork, Utah
September 18, 2025

Alpine City
Schedule of Findings and Recommendations
For the Year Ended June 30, 2025

Current Year Findings

Financial Statement and State Compliance Findings

None noted

Prior Audit Findings

Financial Statement and State Compliance Findings

None noted

Financial Report

as of September 30, 2025

Presented at the October 28, 2025 City Council Meeting

ALPINE
1850

ALPINE CITY CORPORATION
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2025

COMBINED CASH ACCOUNTS

01-1111	CASH IN BANK, ALTA BANK	84,253.16
01-1112	XPRESS BILL PAY	2,584.49
01-1131	PETTY CASH	1,000.00
01-1154	SAVINGS PTIF #158	28,884,430.10
	TOTAL COMBINED CASH	28,972,267.75
01-1190	CASH - ALLOCATION TO OTHER FUN	(28,972,267.75)
	TOTAL GENERAL FUND CASH	.00

CASH ALLOCATION RECONCILIATION

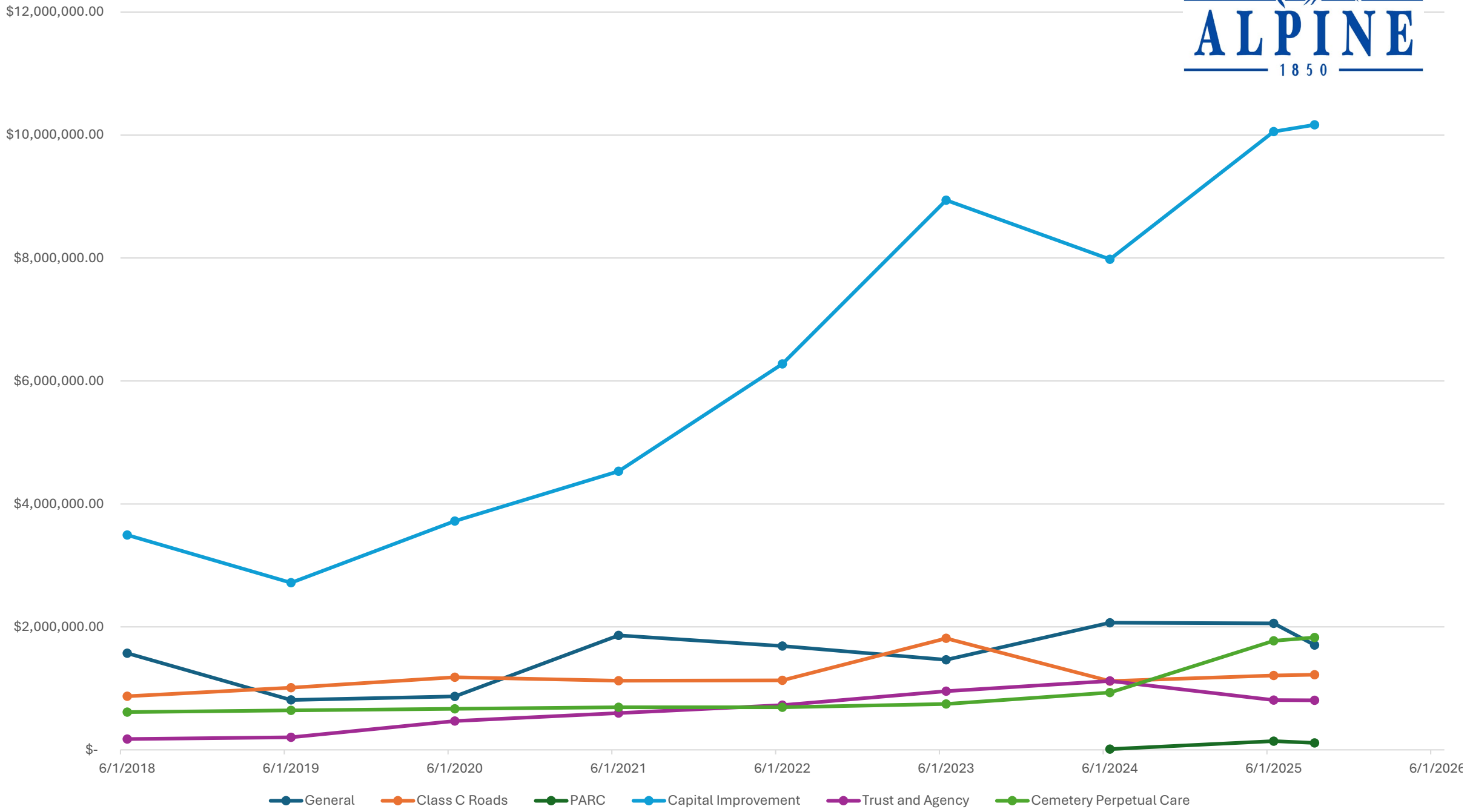
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11	ALLOCATION TO CLASS C ROADS	1,221,773.59
15	ALLOCATION TO RECREATION IMPACT FEES	457,595.60
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86	ALLOCATION TO STORM DRAIN IMPACT FEES	225,997.22
	TOTAL ALLOCATIONS TO OTHER FUNDS	28,972,267.75
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(28,972,267.75)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

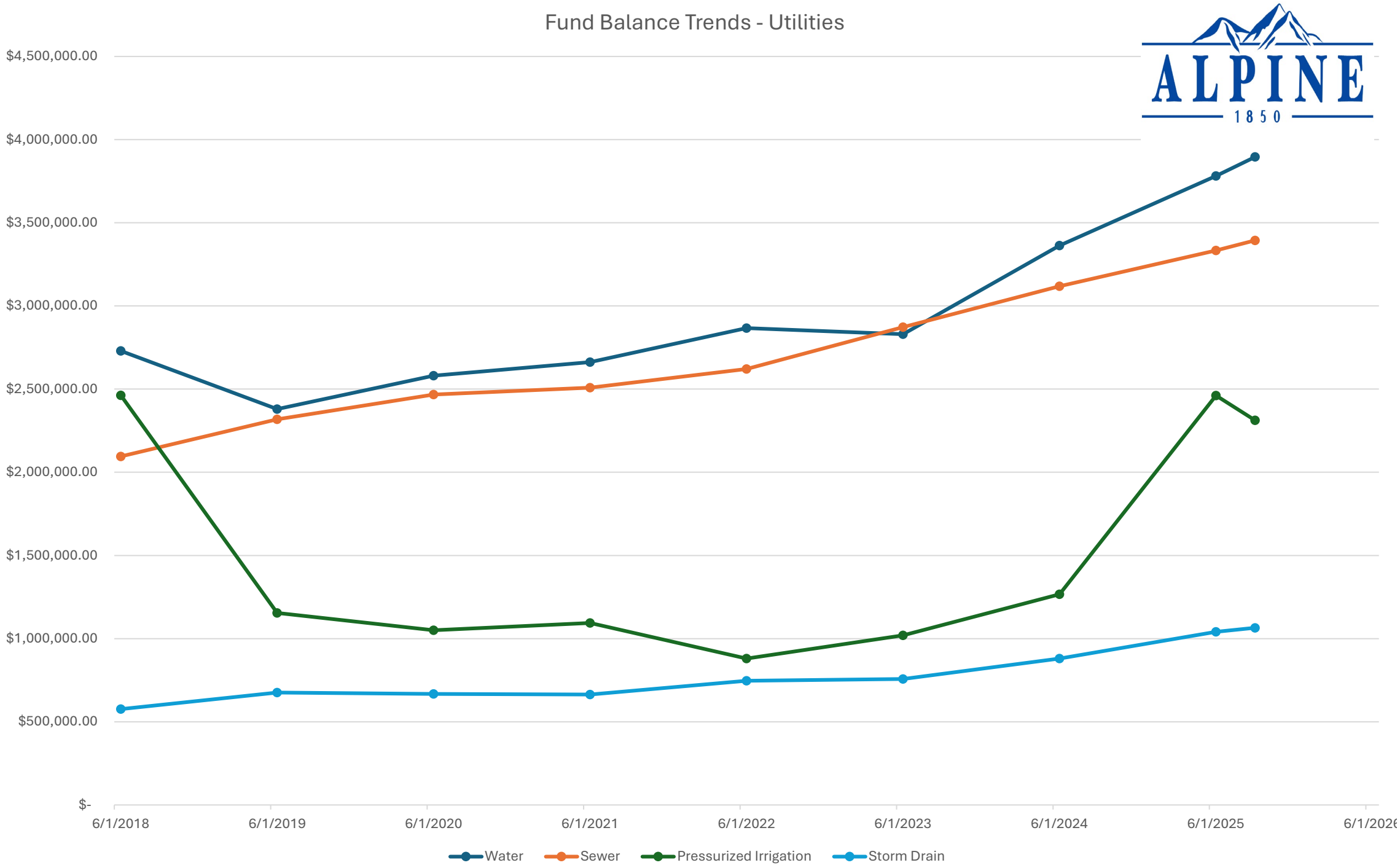
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Historical Fund Balance Trends

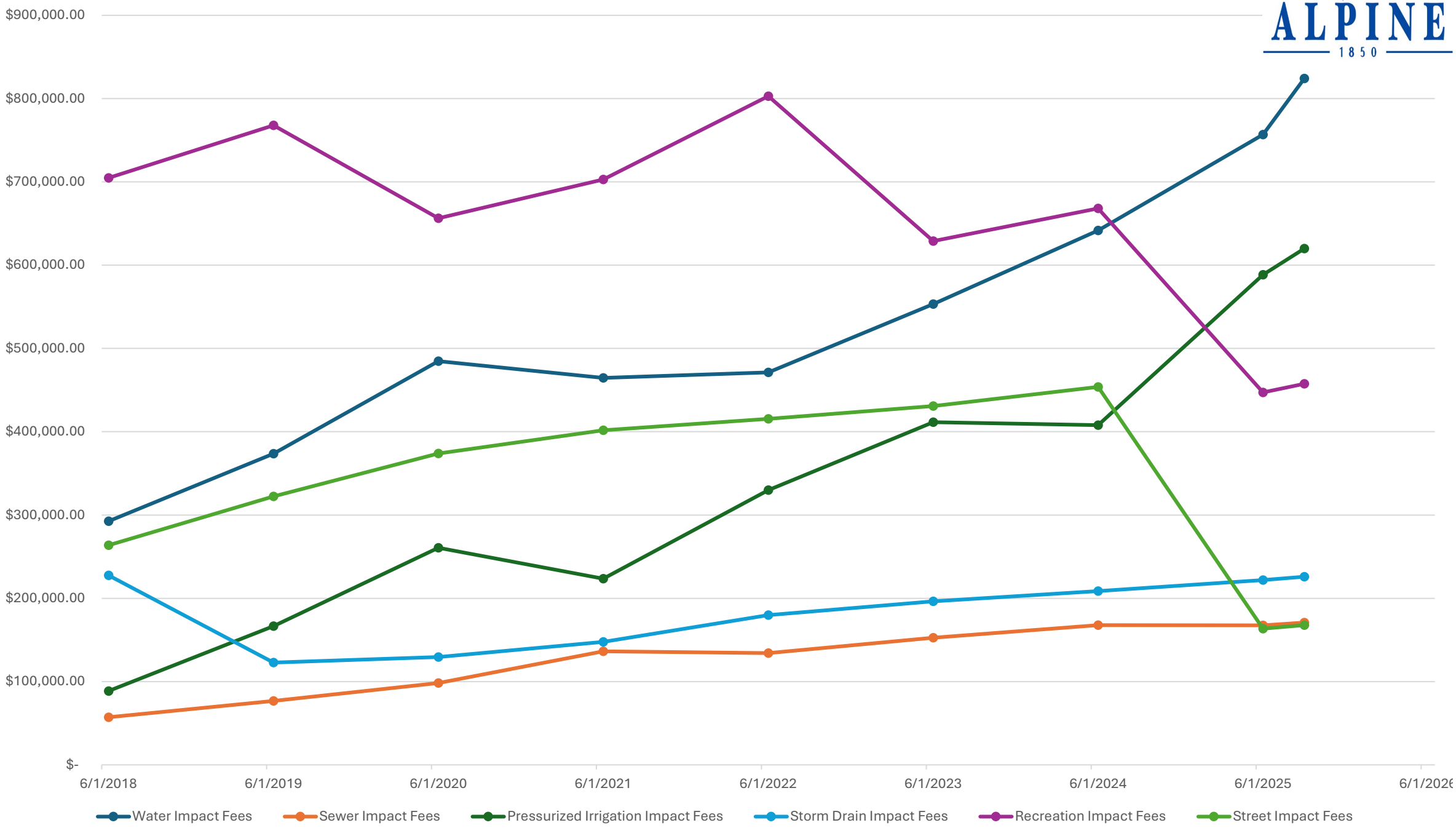
	Fund Balance (based on EOY fund balance)								
Fund	**6/30/2018**	**6/30/2019**	**6/30/2020**	**6/30/2021**	**6/30/2022**	**6/30/2023**	**6/30/2024**	**6/30/2025**	**9/30/2025**
General	$ 1,570,685.36	$ 810,809.31	$ 868,135.61	$ 1,861,558.34	$ 1,687,206.64	$ 1,464,080.79	$ 2,067,757.61	$ 2,057,173.57	$ 1,704,813.03
Class C Roads	$ 871,638.29	$ 1,009,431.75	$ 1,182,219.50	$ 1,123,346.55	$ 1,131,279.68	$ 1,813,199.69	$ 1,116,569.15	$ 1,209,221.23	$ 1,221,773.59
PARC							$ 11,724.39	$ 142,101.42	$ 112,531.69
Capital Improvement	$ 3,495,391.32	$ 2,717,533.22	$ 3,720,864.78	$ 4,530,898.83	$ 6,275,987.85	$ 8,940,728.93	$ 7,977,369.73	$ 10,056,315.46	$ 10,166,144.82
Trust and Agency	$ 175,841.18	$ 205,304.18	$ 468,920.05	$ 596,642.33	$ 727,132.30	$ 953,415.35	$ 1,119,777.48	$ 810,443.12	$ 805,470.53
Cemetery Perpetual Care	$ 614,030.74	$ 642,634.99	$ 667,780.99	$ 691,834.74	$ 692,871.99	$ 745,970.49	$ 932,925.74	$ 1,773,567.67	$ 1,827,552.62
Fund	**6/30/2018**	**6/30/2019**	**6/30/2020**	**6/30/2021**	**6/30/2022**	**6/30/2023**	**6/30/2024**	**6/30/2025**	**9/30/2025**
Water	$ 2,730,121.61	$ 2,379,936.56	$ 2,580,896.16	$ 2,661,881.33	$ 2,866,646.65	$ 2,829,628.96	$ 3,362,827.99	$ 3,781,245.73	$ 3,895,631.11
Sewer	$ 2,095,400.62	$ 2,318,088.55	$ 2,466,772.34	$ 2,508,328.96	$ 2,620,750.12	$ 2,872,224.02	$ 3,118,368.55	$ 3,333,601.78	$ 3,394,237.18
Pressurized Irrigation	$ 2,462,768.52	$ 1,154,286.07	$ 1,050,534.41	$ 1,094,277.63	$ 880,115.94	$ 1,019,172.72	$ 1,266,039.38	$ 2,461,285.04	$ 2,312,919.64
Storm Drain	$ 576,203.12	$ 676,090.77	$ 667,622.67	$ 663,658.96	$ 747,041.71	$ 757,773.60	$ 880,176.76	$ 1,041,123.59	$ 1,065,022.34
Fund	**6/30/2018**	**6/30/2019**	**6/30/2020**	**6/30/2021**	**6/30/2022**	**6/30/2023**	**6/30/2024**	**6/30/2025**	**9/30/2025**
Water Impact Fees	$ 292,553.93	$ 373,676.93	$ 484,678.07	$ 464,721.28	$ 471,243.64	$ 553,323.82	$ 641,760.33	$ 756,692.78	$ 824,123.87
Sewer Impact Fees	$ 57,176.98	$ 76,805.08	$ 98,281.48	$ 136,396.64	$ 134,115.02	$ 152,627.06	$ 167,657.12	$ 167,430.41	$ 170,818.27
Pressurized Irrigation Impact Fees	$ 88,682.44	$ 166,589.73	$ 260,690.05	$ 223,420.31	$ 329,912.05	$ 411,475.83	$ 407,848.61	$ 588,447.91	$ 619,897.21
Storm Drain Impact Fees	$ 227,551.53	$ 122,810.87	$ 129,442.70	$ 147,719.70	$ 179,798.70	$ 196,359.94	$ 208,568.94	$ 221,917.86	$ 225,997.22
Recreation Impact Fees	$ 704,726.99	$ 767,887.39	$ 656,237.39	$ 702,776.41	$ 802,951.05	$ 628,914.38	$ 668,101.38	$ 447,207.36	$ 457,595.60
Street Impact Fees	$ 263,692.80	$ 322,383.46	$ 373,764.88	$ 401,672.92	$ 415,407.08	$ 430,816.08	$ 453,828.08	$ 163,536.55	$ 167,739.03
Totals	$ 16,226,465.43	$ 13,744,268.86	$ 15,676,841.08	$ 17,809,134.93	$ 19,962,460.42	$ 23,769,711.66	$ 24,401,301.24	$ 29,011,311.48	$ 28,972,267.75

Fund Balance Trends - General Funds

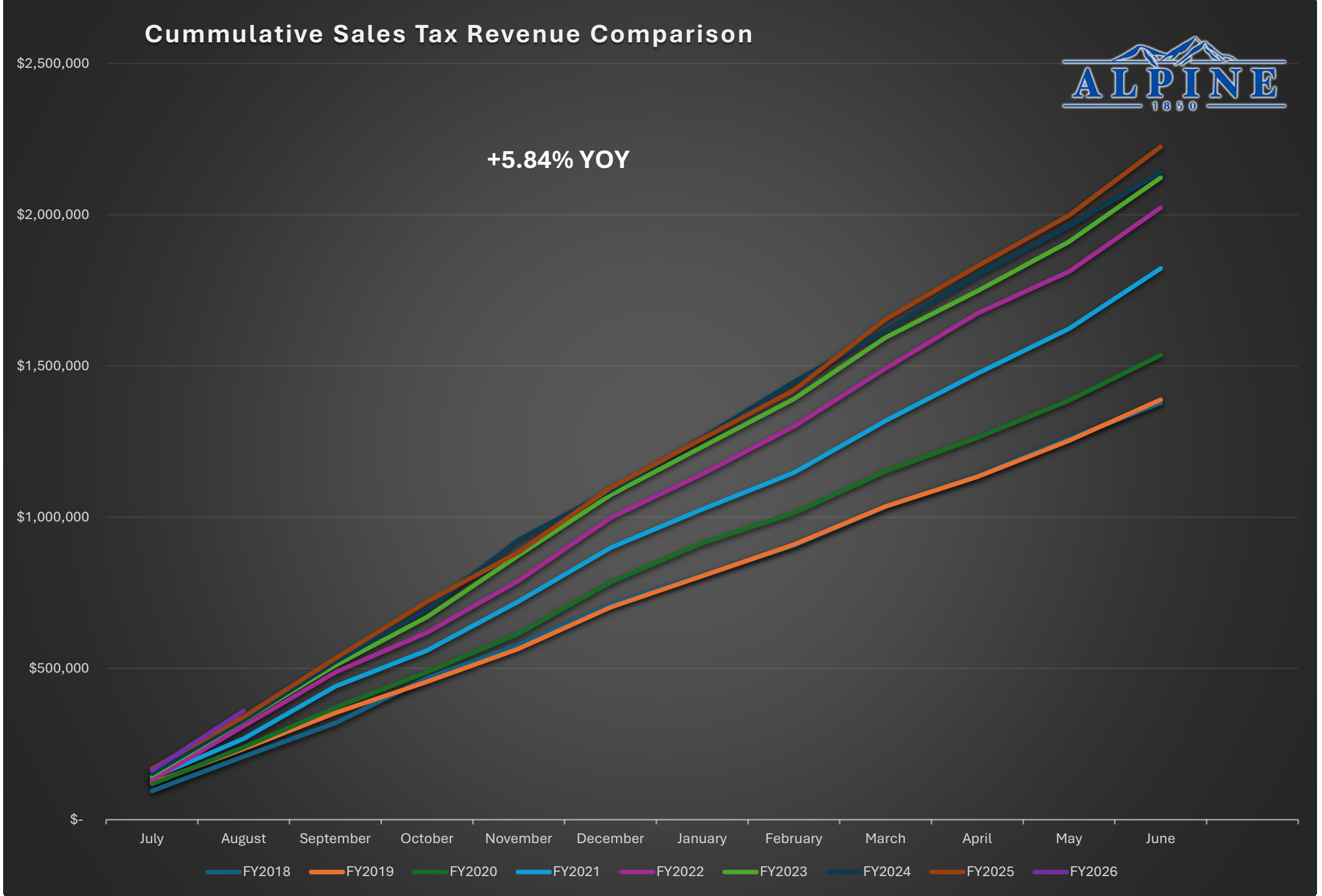


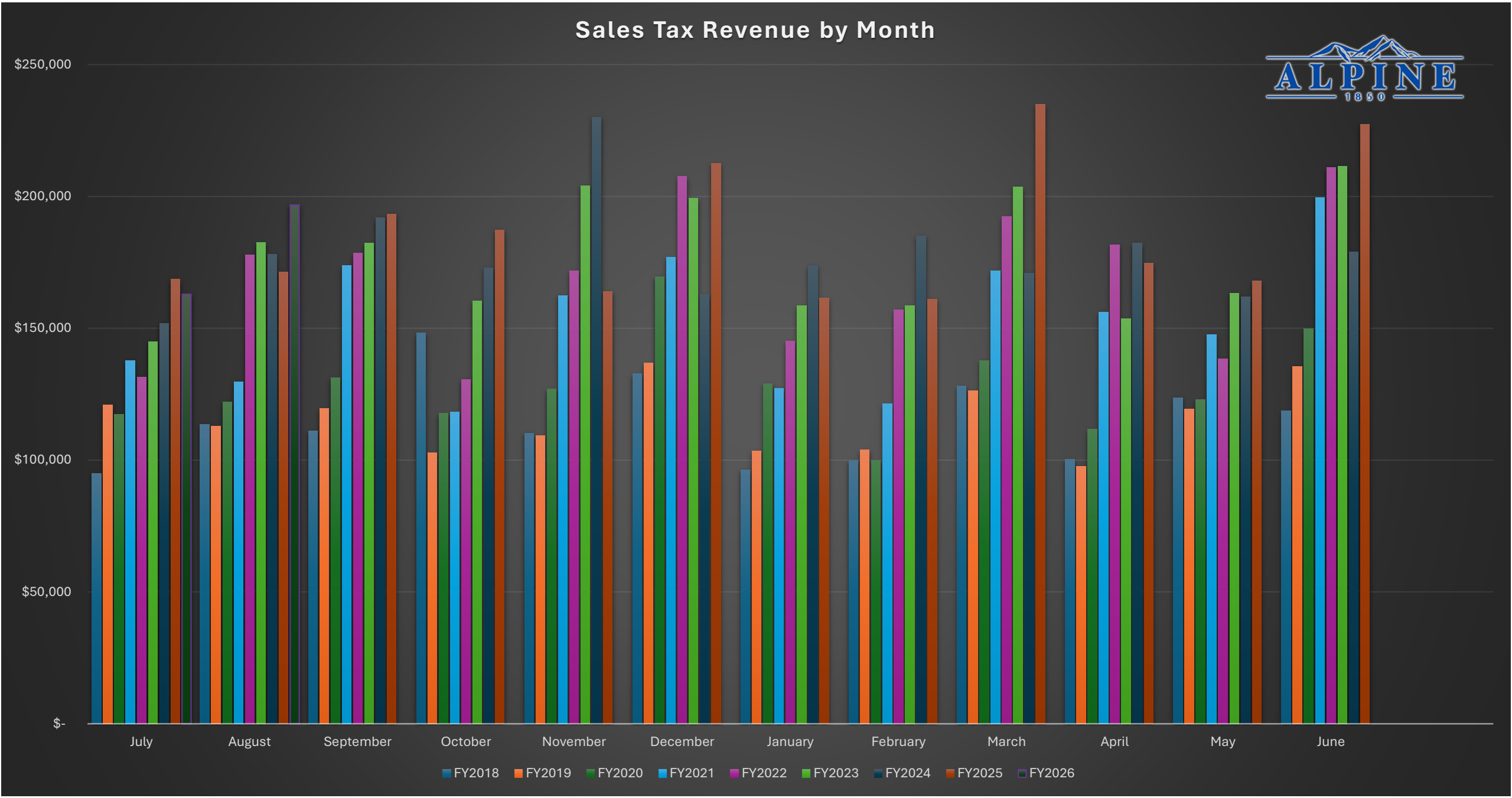

Fund Balance Trends - Utilities
$4,500,000.00
$4,000,000.00
$3,500,000.00
$3,000,000.00
$2,500,000.00
$2,000,000.00
$1,500,000.00
$1,000,000.00
$500,000.00
$-
6/1/2018
6/1/2019
6/1/2020
6/1/2021
6/1/2022
6/1/2023
6/1/2024
6/1/2025
6/1/2026
Water
Sewer
Pressurized Irrigation
Storm Drain

Fund Balance Trends - Impact Fees



Cummulative Sales Tax Revenue Comparison




Sales Tax Revenue by Month
$250,000
$200,000
$150,000
$100,000
$50,000
$-
July
August
September
October
November
December
January
February
March
April
May
June
FY2018
FY2019
FY2020
FY2021
FY2022
FY2023
FY2024
FY2025
FY2026

ALPINE CITY CORPORATION
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2025

COMBINED CASH ACCOUNTS

01-1111	CASH IN BANK, ALTA BANK	84,253.16
01-1112	XPRESS BILL PAY	2,584.49
01-1131	PETTY CASH	1,000.00
01-1154	SAVINGS PTIF #158	28,884,430.10
	TOTAL COMBINED CASH	28,972,267.75
01-1190	CASH - ALLOCATION TO OTHER FUN	(28,972,267.75)
	TOTAL GENERAL FUND CASH	.00

CASH ALLOCATION RECONCILIATION

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	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(28,972,267.75)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

GENERAL FUND

	ASSETS			
10-1190	CASH - ALLOCATION TO OTHER FUN		1,704,813.03	
10-1309	DEFERRED PROPERTY TAXES REC		2,659,542.68	
10-1311	ACCOUNTS RECEIVABLE		77,172.27	
10-1561	PREPAID EXPENSES		124,663.33	
	TOTAL ASSETS			4,566,191.31
	LIABILITIES AND EQUITY			
	LIABILITIES			
10-2131	ACCOUNTS PAYABLE		26,521.24	
10-2211	WAGES PAYABLE		26,854.72	
10-2225	ULGT PAYABLE		33,677.68	
10-2229	WORKERS COMP PAYABLE		6,729.01	
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			2,782,507.60
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
10-2980	BALANCE BEGINNING OF YEAR	2,487,751.53		
	REVENUE OVER EXPENDITURES - YTD	(704,067.82)		
	BALANCE - CURRENT DATE		1,783,683.71	
	TOTAL FUND EQUITY			1,783,683.71
	TOTAL LIABILITIES AND EQUITY			4,566,191.31

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-31-10	CURRENT YEAR GENERAL PROPERTY	5,770.61	14,099.63	2,704,800.00	2,690,700.37	.5
10-31-20	REDEMPTION TAXES	8,872.54	8,921.69	225,000.00	216,078.31	4.0
10-31-30	GENERAL SALES AND USE TAXES	162,991.59	162,991.59	2,100,000.00	1,937,008.41	7.8
10-31-31	MOTOR VEHICLE TAXES	9,606.74	23,503.22	135,000.00	111,496.78	17.4
10-31-40	FRANCHISE FEES	80,282.73	147,325.36	750,000.00	602,674.64	19.6
10-31-90	PENALTIES & INT. ON DELINQUENT	335.65	345.76	4,500.00	4,154.24	7.7
	TOTAL TAXES	267,859.86	357,187.25	5,919,300.00	5,562,112.75	6.0
	LICENSES AND PERMITS					
10-32-10	BUSINESS LICENSES AND PERMITS	230.24	680.24	25,000.00	24,319.76	2.7
10-32-20	PLAN CHECK FEES	19,930.80	75,759.84	175,000.00	99,240.16	43.3
10-32-21	BUILDING PERMITS	43,862.16	116,757.82	350,000.00	233,242.18	33.4
10-32-22	BUILDING PERMIT ASSESSMENT	429.39	1,198.95	5,000.00	3,801.05	24.0
	TOTAL LICENSES AND PERMITS	64,452.59	194,396.85	555,000.00	360,603.15	35.0
	INTERGOVERNMENTAL REVENUE					
10-33-42	MUNICIPAL RECREATION GRANT	.00	.00	29,122.00	29,122.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	29,122.00	29,122.00	.0
	CHARGES FOR SERVICES					
10-34-13	ZONING AND SUBDIVISION FEES	750.00	750.00	5,000.00	4,250.00	15.0
10-34-14	ANNEXATIONS APPLICATIONS	.00	.00	500.00	500.00	.0
10-34-15	SALE OF MAPS AND PUBLICATIONS	.00	110.00	250.00	140.00	44.0
10-34-22	PUBLIC SAFETY DISTRICT RENTAL	.00	9,629.00	38,516.00	28,887.00	25.0
10-34-40	WASTE COLLECTION SALES	67,361.71	201,840.80	730,000.00	528,159.20	27.7
10-34-69	YOUTH COUNCIL	310.00	1,554.60	3,000.00	1,445.40	51.8
10-34-81	SALE OF CEMETERY LOTS	5,525.00	11,050.00	25,000.00	13,950.00	44.2
10-34-83	BURIAL FEES	5,900.00	22,125.00	50,000.00	27,875.00	44.3
	TOTAL CHARGES FOR SERVICES	79,846.71	247,059.40	852,266.00	605,206.60	29.0
	FINES AND FORFEITURES					
10-35-10	TRAFFIC FINES	4,489.44	13,885.93	75,000.00	61,114.07	18.5
10-35-15	OTHER FINES	275.00	2,525.00	7,000.00	4,475.00	36.1
10-35-16	TRAFFIC SCHOOL	.00	3,150.00	2,000.00	(1,150.00)	157.5
	TOTAL FINES AND FORFEITURES	4,764.44	19,560.93	84,000.00	64,439.07	23.3

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	RENTS AND OTHER REVENUE					
10-36-20	RENTS AND CONCESSIONS	6,375.00	15,670.00	65,000.00	49,330.00	24.1
	TOTAL RENTS AND OTHER REVENUE	6,375.00	15,670.00	65,000.00	49,330.00	24.1
	INTEREST AND MISC REVENUE					
10-38-10	INTEREST EARNINGS	(195,623.95)	22,232.57	150,000.00	127,767.43	14.8
10-38-17	ALPINE DAYS REVENUE	3,381.94	71,529.87	85,000.00	13,470.13	84.2
10-38-18	RODEO REVENUE	.00	60,539.00	50,000.00	(10,539.00)	121.1
10-38-50	BICENTENNIAL BOOKS	40.00	200.00	500.00	300.00	40.0
10-38-90	SUNDRY REVENUES	2,498.60	4,005.27	40,000.00	35,994.73	10.0
	TOTAL INTEREST AND MISC REVENUE	(189,703.41)	158,506.71	325,500.00	166,993.29	48.7
	TRANSFERS AND CONTRIBUTIONS					
10-39-10	FUND BALANCE APPROPRIATION	.00	.00	2,792,704.00	2,792,704.00	.0
10-39-20	CONTRIBUTION FOR PARAMEDIC	2,913.74	8,735.95	35,000.00	26,264.05	25.0
	TOTAL TRANSFERS AND CONTRIBUTIONS	2,913.74	8,735.95	2,827,704.00	2,818,968.05	.3
	TOTAL FUND REVENUE	236,508.93	1,001,117.09	10,657,892.00	9,656,774.91	9.4

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
10-41-11	SALARIES & WAGES	21,342.80	72,646.83	247,500.00	174,853.17	29.4
10-41-13	EMPLOYEE BENEFITS	12,111.53	38,628.80	116,500.00	77,871.20	33.2
10-41-14	OVERTIME WAGES	105.36	725.71	2,000.00	1,274.29	36.3
10-41-21	BOOKS, SUBSCRIPTIONS & MEMBERS	392.27	3,945.91	25,000.00	21,054.09	15.8
10-41-22	PUBLIC NOTICES	133.12	289.11	2,000.00	1,710.89	14.5
10-41-23	TRAVEL	.00	113.54	7,500.00	7,386.46	1.5
10-41-24	OFFICE SUPPLIES & POSTAGE	677.89	3,053.19	15,000.00	11,946.81	20.4
10-41-25	EQUIPMENT - SUPPLIES & MAINTEN	.00	.00	1,500.00	1,500.00	.0
10-41-28	TELEPHONE	496.39	993.84	5,500.00	4,506.16	18.1
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	24.65	252.42	12,000.00	11,747.58	2.1
10-41-47	MAYOR DISCRETIONARY FUND	97.50	97.50	5,000.00	4,902.50	2.0
10-41-51	INSURANCE	356.24	10,133.36	12,000.00	1,866.64	84.4
10-41-63	OTHER SERVICES	1,875.00	5,625.00	36,500.00	30,875.00	15.4
10-41-64	OTHER EXPENSES	.00	.00	6,000.00	6,000.00	.0
	TOTAL ADMINISTRATION	37,612.75	136,505.21	542,000.00	405,494.79	25.2
	COURT					
10-42-24	OFFICE EXPENSE & POSTAGE	1,171.93	2,205.19	38,000.00	35,794.81	5.8
10-42-31	PROFESSIONAL SERVICES	5,412.98	8,423.94	45,000.00	36,576.06	18.7
10-42-40	WITNESS FEES	.00	.00	200.00	200.00	.0
10-42-46	VICTIM REPARATION ASSESSMENT	2,140.07	3,319.86	32,000.00	28,680.14	10.4
	TOTAL COURT	8,724.98	13,948.99	115,200.00	101,251.01	12.1
	TREASURER					
10-43-11	SALARIES & WAGES	1,657.73	5,695.73	21,700.00	16,004.27	26.3
10-43-13	EMPLOYEE BENEFITS	981.03	3,222.90	11,700.00	8,477.10	27.6
10-43-14	OVERTIME WAGES	214.49	1,177.25	2,500.00	1,322.75	47.1
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	50.00	250.00	200.00	20.0
10-43-31	PROFESSIONAL & TECHNICAL	700.00	1,495.00	5,200.00	3,705.00	28.8
10-43-33	EDUCATION	.00	.00	1,300.00	1,300.00	.0
10-43-34	ACCOUNTING SERVICES/AUDIT	12,500.00	12,500.00	15,900.00	3,400.00	78.6
	TOTAL TREASURER	16,053.25	24,140.88	60,500.00	36,359.12	39.9

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ELECTIONS					
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
	TOTAL ELECTIONS	.00	.00	40,350.00	40,350.00	.0
	GOVERNMENT BUILDINGS					
10-52-26	BUILDING SUPPLIES	455.78	1,312.41	7,000.00	5,687.59	18.8
10-52-27	UTILITIES	1,399.04	2,886.38	25,000.00	22,113.62	11.6
10-52-51	INSURANCE	71.24	9,278.36	10,200.00	921.64	91.0
10-52-63	OTHER SERVICES	710.00	2,344.50	13,000.00	10,655.50	18.0
10-52-72	CAPITAL OUTLAY BUILDINGS	4,500.00	5,613.24	1,000,000.00	994,386.76	.6
	TOTAL GOVERNMENT BUILDINGS	7,136.06	21,434.89	1,055,200.00	1,033,765.11	2.0
	EMERGENCY SERVICES					
10-57-61	POLICE-PROFESSIONAL SERVICE	126,929.16	380,787.48	1,523,150.00	1,142,362.52	25.0
10-57-63	FIRE-PROFESSIONAL SERVICE	127,441.16	382,323.48	1,529,294.00	1,146,970.52	25.0
10-57-72	ADMINISTRATION	10,088.08	30,264.24	121,057.00	90,792.76	25.0
10-57-74	CAPITAL OUTLAY - EQUIPMENT	.00	(15,000.00)	15,000.00	30,000.00	(100.0)
	TOTAL EMERGENCY SERVICES	264,458.40	778,375.20	3,188,501.00	2,410,125.80	24.4
	BUILDING INSPECTION					
10-58-11	SALARIES & WAGES	4,064.94	13,969.44	53,500.00	39,530.56	26.1
10-58-13	EMPLOYEE BENEFITS	1,939.67	6,106.38	20,100.00	13,993.62	30.4
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	105.00	1,000.00	895.00	10.5
10-58-29	CONTRACT/BUILDING INSPECTOR	6,860.00	6,860.00	90,000.00	83,140.00	7.6
10-58-51	INSURANCE & SURETY BONDS	71.24	9,278.36	10,200.00	921.64	91.0
10-58-65	BUILDING PERMIT SURCHARGE	.00	.00	3,000.00	3,000.00	.0
	TOTAL BUILDING INSPECTION	12,965.85	36,319.18	179,600.00	143,280.82	20.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING & ZONING					
10-59-11	SALARIES & WAGES	14,071.27	47,782.94	181,900.00	134,117.06	26.3
10-59-13	EMPLOYEE BENEFITS	6,430.70	20,564.11	75,400.00	54,835.89	27.3
10-59-14	OVERTIME WAGES	275.35	848.98	1,000.00	151.02	84.9
10-59-21	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	1,000.00	1,000.00	.0
10-59-23	TRAVEL	.00	99.47	1,500.00	1,400.53	6.6
10-59-24	OFFICE SUPPLIES & POSTAGE	.00	.00	1,500.00	1,500.00	.0
10-59-30	PROFESSIONAL SERVICES	4,612.50	8,824.75	60,000.00	51,175.25	14.7
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
	TOTAL PLANNING & ZONING	25,389.82	78,120.25	343,050.00	264,929.75	22.8
	STREETS					
10-60-11	SALARIES & WAGES	10,089.19	35,065.23	132,400.00	97,334.77	26.5
10-60-13	EMPLOYEE BENEFITS	7,206.19	22,816.04	80,100.00	57,283.96	28.5
10-60-14	OVERTIME WAGES	1,934.63	5,488.32	8,000.00	2,511.68	68.6
10-60-15	ON CALL WAGES	524.85	1,807.09	6,350.00	4,542.91	28.5
10-60-23	TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-60-24	OFFICE SUPPLIES & POSTAGE	.00	11.42	700.00	688.58	1.6
10-60-25	EQUIPMENT-SUPPLIES & MAINTENAN	2,280.24	19,006.56	75,000.00	55,993.44	25.3
10-60-26	STREET SUPPLIES AND MAINTENANC	4,795.33	8,838.17	75,000.00	66,161.83	11.8
10-60-27	UTILITIES	6.59	13.07	500.00	486.93	2.6
10-60-28	TELEPHONE	240.70	533.90	3,200.00	2,666.10	16.7
10-60-29	POWER - STREET LIGHTS	4,873.12	9,728.57	50,000.00	40,271.43	19.5
10-60-51	INSURANCE	71.24	9,278.36	10,200.00	921.64	91.0
10-60-63	OTHER SERVICES	75.00	75.00	12,000.00	11,925.00	.6
10-60-64	OTHER EXPENSES	357.44	426.70	6,500.00	6,073.30	6.6
10-60-70	CLASS C ROAD FUND	.00	6,300.00	.00	(6,300.00)	.0
10-60-73	CAPITAL OUTLAY-OTHER THAN BUIL	41,575.88	41,575.88	177,000.00	135,424.12	23.5
10-60-74	CAPITAL OUTLAY - EQUIPMENT	.00	.00	65,125.00	65,125.00	.0
	TOTAL STREETS	74,030.40	160,964.31	703,075.00	542,110.69	22.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
10-70-11	SALARIES & WAGES	4,659.61	16,273.77	62,900.00	46,626.23	25.9
10-70-12	WAGES TEMPORARY EMPLOYEES	5,714.31	28,734.86	63,500.00	34,765.14	45.3
10-70-13	EMPLOYEE BENEFITS	3,509.78	12,240.48	40,100.00	27,859.52	30.5
10-70-14	OVERTIME WAGES	339.58	1,796.45	2,500.00	703.55	71.9
10-70-23	TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-70-24	OFFICE SUPPLIES & POSTAGE	468.09	739.11	2,400.00	1,660.89	30.8
10-70-25	EQUIPMENT-SUPPLIES & MAINTENAN	1,117.97	2,995.68	25,000.00	22,004.32	12.0
10-70-26	BUILDING AND GROUNDS SUPPLIES	2,640.98	17,005.01	55,000.00	37,994.99	30.9
10-70-27	UTILITIES	5,097.49	14,535.46	60,000.00	45,464.54	24.2
10-70-28	TELEPHONE	220.70	463.90	3,000.00	2,536.10	15.5
10-70-51	INSURANCE & SURETY BONDS	71.24	9,278.36	10,200.00	921.64	91.0
10-70-60	RODEO	1,546.13	39,698.00	35,000.00	(4,698.00)	113.4
10-70-63	OTHER SERVICES-AM FORK AGREEMT	.00	.00	78,500.00	78,500.00	.0
10-70-64	OTHER EXPENSES	280.00	1,006.09	.00	(1,006.09)	.0
10-70-65	ALPINE DAYS	6,453.02	71,531.15	115,000.00	43,468.85	62.2
10-70-66	OTHER EXPENSE - SPECIAL PROJEC	.00	150.00	.00	(150.00)	.0
10-70-67	MOYLE PARK	2,019.67	2,072.23	9,000.00	6,927.77	23.0
10-70-68	LIBRARY	930.00	3,310.00	14,500.00	11,190.00	22.8
10-70-69	YOUTH COUNCIL	71.00	3,524.48	8,500.00	4,975.52	41.5
10-70-70	BOOK MOBILE	13,595.00	13,595.00	13,596.00	1.00	100.0
10-70-71	TRAILS	612.15	979.65	5,000.00	4,020.35	19.6
	TOTAL PARKS & RECREATION	49,346.72	239,929.68	604,696.00	364,766.32	39.7
	CEMETERY					
10-77-11	SALARIES & WAGES	4,659.60	16,273.76	62,900.00	46,626.24	25.9
10-77-12	WAGES TEMPORARY EMPLOYEE	5,714.29	28,734.81	63,500.00	34,765.19	45.3
10-77-13	EMPLOYEE BENEFITS	3,518.72	12,272.66	40,100.00	27,827.34	30.6
10-77-14	OVERTIME WAGES	339.58	1,796.45	2,500.00	703.55	71.9
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	610.95	1,396.99	12,000.00	10,603.01	11.6
10-77-26	BUILDING AND GROUNDS	.00	2,278.00	12,000.00	9,722.00	19.0
10-77-27	CEMETERY PAVING	446.56	1,339.68	.00	(1,339.68)	.0
10-77-28	TELEPHONE	15.00	52.50	850.00	797.50	6.2
10-77-51	INSURANCE & SURETY BONDS	71.24	9,278.36	10,200.00	921.64	91.0
10-77-63	OTHER SERVICES	12.06	24.45	10,000.00	9,975.55	.2
	TOTAL CEMETERY	15,388.00	73,447.66	214,800.00	141,352.34	34.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GARBAGE					
10-82-11	SALARIES & WAGES	3,629.52	12,634.47	54,100.00	41,465.53	23.4
10-82-13	EMPLOYEE BENEFITS	1,699.94	5,531.68	25,000.00	19,468.32	22.1
10-82-14	OVERTIME WAGES	125.14	686.80	1,500.00	813.20	45.8
10-82-24	OFFICE SUPPLIES & POSTAGE	523.21	1,544.42	3,600.00	2,055.58	42.9
10-82-28	TELEPHONE	7.50	26.25	250.00	223.75	10.5
10-82-31	PROFESSIONAL & TECHNICAL	700.00	1,400.00	4,800.00	3,400.00	29.2
10-82-34	TECHNOLOGY UPDATE	455.60	980.98	5,500.00	4,519.02	17.8
10-82-61	TIPPING FEES	13,908.15	29,694.36	166,000.00	136,305.64	17.9
10-82-62	WASTE PICKUP CONTRACT	40,557.87	81,046.91	482,000.00	400,953.09	16.8
10-82-64	OTHER EXPENSES	140.47	421.41	15,800.00	15,378.59	2.7
10-82-65	CITY CLEANUP PROJECTS	5,494.31	5,494.31	.00	(5,494.31)	.0
	TOTAL GARBAGE	67,241.71	139,461.59	758,550.00	619,088.41	18.4
	MISCELLANEOUS					
10-99-25	TECHNOLOGY UPGRADE	458.35	2,201.87	20,000.00	17,798.13	11.0
10-99-80	TRANSFER TO CAPITAL IMP FUND	.00	.00	34,666.00	34,666.00	.0
10-99-82	EMERGENCY PREP	221.10	335.20	5,000.00	4,664.80	6.7
	TOTAL MISCELLANEOUS	679.45	2,537.07	59,666.00	57,128.93	4.3
	TOTAL FUND EXPENDITURES	579,027.39	1,705,184.91	7,865,188.00	6,160,003.09	21.7
	NET REVENUE OVER EXPENDITURES	(342,518.46)	(704,067.82)	2,792,704.00	3,496,771.82	(25.2)

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

CLASS C ROADS

	ASSETS			
11-1190	CASH - ALLOCATION FROM GENERAL		1,221,773.59	
11-1313	CLASS C MASS TRANSIT RECEIVABL		(1.71)	
	TOTAL ASSETS			1,221,771.88
	LIABILITIES AND EQUITY			
	LIABILITIES			
11-2131	ACCOUNTS PAYABLE		216.00	
	TOTAL LIABILITIES			216.00
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
11-2980	BALANCE BEGINNING OF YEAR	1,307,037.46		
	REVENUE OVER EXPENDITURES - YTD	(85,481.58)		
	BALANCE - CURRENT DATE		1,221,555.88	
	TOTAL FUND EQUITY			1,221,555.88
	TOTAL LIABILITIES AND EQUITY			1,221,771.88

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CLASS C ROADS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-33-56	B&C ROAD FUND ALLOTMENT	103,165.43	103,165.43	525,000.00	421,834.57	19.7
11-33-60	MASS TRANSIT	15,162.87	15,162.87	195,000.00	179,837.13	7.8
11-33-80	PUBLIC TRANSIT TAX	7,574.59	7,574.59	80,000.00	72,425.41	9.5
	TOTAL SOURCE 33	125,902.89	125,902.89	800,000.00	674,097.11	15.7
	INTEREST AND MISC REVENUE					
11-38-10	INTEREST EARNINGS	12,926.04	12,926.04	45,000.00	32,073.96	28.7
	TOTAL INTEREST AND MISC REVENUE	12,926.04	12,926.04	45,000.00	32,073.96	28.7
	TRANSFERS AND CONTRIBUTIONS					
11-39-10	FUND BALANCE APPOPRIATION	.00	.00	5,000.00	5,000.00	.0
	TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	5,000.00	5,000.00	.0
	TOTAL FUND REVENUE	138,828.93	138,828.93	850,000.00	711,171.07	16.3

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CLASS C ROADS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
11-60-70	CLASS C ROAD FUND PROJECTS	203,488.61	224,310.51	525,000.00	300,689.49	42.7
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	203,488.61	224,310.51	850,000.00	625,689.49	26.4
	TOTAL FUND EXPENDITURES	203,488.61	224,310.51	850,000.00	625,689.49	26.4
	NET REVENUE OVER EXPENDITURES	(64,659.68)	(85,481.58)	.00	85,481.58	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

RECREATION IMPACT FEES

	ASSETS			
15-1190	CASH - ALLOCATION FROM GENERAL		457,595.60	
	TOTAL ASSETS			457,595.60
	LIABILITIES AND EQUITY			
	FUND EQUITY			
15-2831	RESERVE-IMP RECREATION		571,085.62	
	UNAPPROPRIATED FUND BALANCE:			
15-2980	BALANCE BEGINNING OF YEAR	(123,878.26)		
	REVENUE OVER EXPENDITURES - YTD	10,388.24		
	BALANCE - CURRENT DATE		(113,490.02)	
	TOTAL FUND EQUITY			457,595.60
	TOTAL LIABILITIES AND EQUITY			457,595.60

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

RECREATION IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
15-37-31	RECREATION FACILITY FEES	.00	5,376.00	100,000.00	94,624.00	5.4
	TOTAL OPERATING REVENUES	.00	5,376.00	100,000.00	94,624.00	5.4
	INTEREST AND MISC REVENUE					
15-38-10	INTEREST EARNINGS	5,012.24	5,012.24	40,000.00	34,987.76	12.5
	TOTAL INTEREST AND MISC REVENUE	5,012.24	5,012.24	40,000.00	34,987.76	12.5
	TRANSFERS AND CONTRIBUTIONS					
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	5,012.24	10,388.24	285,000.00	274,611.76	3.6

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

RECREATION IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
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	5,012.24	10,388.24	.00	(10,388.24)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

STREET IMPACT FEES

	ASSETS			
16-1190	CASH - ALLOCATION FROM GENERAL		167,739.03	
	TOTAL ASSETS			167,739.03
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
16-2980	BALANCE BEGINNING OF YEAR	163,536.55		
	REVENUE OVER EXPENDITURES - YTD	4,202.48		
	BALANCE - CURRENT DATE		167,739.03	
	TOTAL FUND EQUITY			167,739.03
	TOTAL LIABILITIES AND EQUITY			167,739.03

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STREET IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
16-37-21	STREETS & TRANSPORTATION FEES	.00	2,366.64	40,000.00	37,633.36	5.9
	TOTAL OPERATING REVENUES	.00	2,366.64	40,000.00	37,633.36	5.9
	INTEREST AND MISC REVENUE					
16-38-10	INTEREST EARNINGS	1,835.84	1,835.84	25,000.00	23,164.16	7.3
	TOTAL INTEREST AND MISC REVENUE	1,835.84	1,835.84	25,000.00	23,164.16	7.3
	TRANSFERS AND CONTRIBUTIONS					
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	1,835.84	4,202.48	405,000.00	400,797.52	1.0

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STREET IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
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	1,835.84	4,202.48	.00	(4,202.48)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

PARC FUND

	ASSETS			
44-1190	CASH - ALLOCATION TO OTHER FUN		112,531.69	
	TOTAL ASSETS			112,531.69
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
44-2980	BALANCE BEGINNING OF YEAR	103,446.90		
	REVENUE OVER EXPENDITURES - YTD	9,084.79		
	BALANCE - CURRENT DATE		112,531.69	
	TOTAL FUND EQUITY			112,531.69
	TOTAL LIABILITIES AND EQUITY			112,531.69

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

PARC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
44-38-10	INTEREST REVENUE	1,126.71	1,126.71	.00	(1,126.71)	.0
44-38-20	PARC TAX	7,958.08	7,958.08	100,000.00	92,041.92	8.0
	TOTAL SOURCE 38	9,084.79	9,084.79	100,000.00	90,915.21	9.1
	TOTAL FUND REVENUE	9,084.79	9,084.79	100,000.00	90,915.21	9.1

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 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	9,084.79	9,084.79	.00	(9,084.79)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

CAPITAL IMPROVEMENTS FUND

	ASSETS			
45-1190	CASH - ALLOCATION TO OTHER FUN		10,166,144.82	
	TOTAL ASSETS			10,166,144.82
	LIABILITIES AND EQUITY			
	LIABILITIES			
45-2124	OTHER BONDS		353,000.00	
45-2131	ACCOUNTS PAYABLE		10,480.85	
45-2140	INFRA PROTECTION BONDS		1,480,688.48	
45-2147	OPEN SPACE BOND		141,500.00	
45-2150	RESTRICTED FOR ROADS		165,459.00	
45-2152	MOYLE PARK DONATIONS		5,212.00	
45-2156	MUSTARD DONATION/LAM PK TRAILS		4,948.00	
	TOTAL LIABILITIES			2,161,288.33
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
45-2960	EQUIPMENT REPLACEMENT	174,329.36		
45-2980	BALANCE BEGINNING OF YEAR	7,747,834.52		
	REVENUE OVER EXPENDITURES - YTD	82,692.61		
	BALANCE - CURRENT DATE		8,004,856.49	
	TOTAL FUND EQUITY			8,004,856.49
	TOTAL LIABILITIES AND EQUITY			10,166,144.82

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTEREST AND MISC REVENUE					
45-38-10	INTEREST REVENUE	111,712.25	111,712.25	400,000.00	288,287.75	27.9
	TOTAL INTEREST AND MISC REVENUE	111,712.25	111,712.25	400,000.00	288,287.75	27.9
	TRANSFERS AND CONTRIBUTIONS					
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	111,712.25	111,712.25	437,296.00	325,583.75	25.6

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
45-40-72	CAPITAL OUTLAY - OTHER	7,980.85	29,019.64	962,000.00	932,980.36	3.0
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	7,980.85	29,019.64	3,230,000.00	3,200,980.36	.9
	TOTAL FUND EXPENDITURES	7,980.85	29,019.64	3,230,000.00	3,200,980.36	.9
	NET REVENUE OVER EXPENDITURES	103,731.40	82,692.61	(2,792,704.00)	(2,875,396.61)	3.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

WATER FUND

	ASSETS			
51-1110	CASH ON HAND		(126.43)	
51-1190	CASH - ALLOCATION FROM GENERAL		3,895,631.11	
51-1311	WATER ACCOUNTS RECEIVABLE		103,628.60	
51-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT		(390.78)	
51-1598	INVESTMENT IN WATER STOCK		73,400.00	
51-1610	DEFERRED OUTFLOWS-PENSIONS		57,509.00	
51-1611	LAND		219,000.00	
51-1621	BUILDING		169,102.63	
51-1622	ALLOWANCE FOR DEPRECIATION-BUI		(142,115.39)	
51-1631	IMPROVEMENTS OTHER THAN BUILDI		17,062,308.58	
51-1632	ALLOWANCE FOR DEPRECIATION-IMP		(6,958,669.14)	
51-1651	MACHINERY AND EQUIPMENT		1,274,518.67	
51-1652	ALLOWANCE FOR DEPR'N-MACH & EQ		(745,531.44)	
	TOTAL ASSETS			15,008,265.41
	LIABILITIES AND EQUITY			
	LIABILITIES			
51-2131	ACCOUNTS PAYABLE		873.92	
51-2151	UTILITY DEPOSIT		27,100.00	
51-2220	WAGES PAYABLE		5,214.64	
51-2230	ST COMPENSATED ABSENCES		24,432.82	
51-2290	NET PENSION LIABILITY		42,961.00	
51-2410	DEFERRED INFLOWS-PENSIONS		193.00	
51-2530	LT COMPENSATED ABSENCES		2,154.10	
	TOTAL LIABILITIES			102,929.48
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
51-2970	CONTRA ACCOUNT 81 IMPACT FEES	297,053.91		
51-2980	BEGINNING OF YEAR	14,477,403.29		
	REVENUE OVER EXPENDITURES - YTD	130,878.73		
	BALANCE - CURRENT DATE		14,905,335.93	
	TOTAL FUND EQUITY			14,905,335.93
	TOTAL LIABILITIES AND EQUITY			15,008,265.41

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
51-37-11	METERED WATER SALES	91,719.50	286,810.08	875,000.00	588,189.92	32.8
51-37-12	OTHER WATER REVENUE	1,100.00	3,200.00	20,000.00	16,800.00	16.0
51-37-16	WATER CONNECTION FEE	1,840.00	5,980.00	30,000.00	24,020.00	19.9
51-37-17	PENALTIES	743.61	2,165.93	5,700.00	3,534.07	38.0
	TOTAL OPERATING REVENUES	95,403.11	298,156.01	930,700.00	632,543.99	32.0
	INTEREST AND MISC REVENUE					
51-38-10	INTEREST EARNINGS	42,160.97	42,160.97	180,000.00	137,839.03	23.4
	TOTAL INTEREST AND MISC REVENUE	42,160.97	42,160.97	180,000.00	137,839.03	23.4
	TRANSFERS AND CONTRIBUTIONS					
51-39-11	UNAPPROPRIATED FUND EQUITY	.00	.00	542,725.00	542,725.00	.0
	TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	542,725.00	542,725.00	.0
	TOTAL FUND REVENUE	137,564.08	340,316.98	1,653,425.00	1,313,108.02	20.6

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER EXPENDITURES					
51-80-11	SALARIES & WAGES	14,019.89	48,644.89	189,300.00	140,655.11	25.7
51-80-13	EMPLOYEE BENEFITS	8,922.46	28,375.40	104,700.00	76,324.60	27.1
51-80-14	OVERTIME WAGES	2,059.77	6,175.12	9,000.00	2,824.88	68.6
51-80-15	ON CALL WAGES	524.85	1,807.09	7,600.00	5,792.91	23.8
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	5,894.18	11,642.77	20,000.00	8,357.23	58.2
51-80-25	EQUIPMENT-SUPPLIES & MAINTENAN	1,038.60	2,466.38	21,000.00	18,533.62	11.7
51-80-26	BUILDING AND GROUNDS SUPPLIES	3,141.50	11,477.47	50,000.00	38,522.53	23.0
51-80-27	UTILITIES	17,054.45	31,412.72	35,000.00	3,587.28	89.8
51-80-28	TELEPHONE	304.44	728.87	2,500.00	1,771.13	29.2
51-80-31	PROFESSIONAL & TECHNICAL SERVI	1,050.00	2,100.00	25,000.00	22,900.00	8.4
51-80-33	EDUCATION	.00	280.00	1,000.00	720.00	28.0
51-80-34	TECHNOLOGY UPDATE	458.35	986.87	10,000.00	9,013.13	9.9
51-80-35	DEPRECIATION EXPENSE	.00	.00	255,000.00	255,000.00	.0
51-80-51	INSURANCE AND SURETY BONDS	71.24	9,278.36	10,200.00	921.64	91.0
51-80-62	MISCELLANEOUS SERVICES	5,638.93	12,480.12	38,000.00	25,519.88	32.8
51-80-63	OTHER EXPENSES	4,988.74	24,140.68	35,000.00	10,859.32	69.0
51-80-72	CAPITAL OUTLAY - BUILDINGS	.00	.00	5,000.00	5,000.00	.0
51-80-73	CAPITOL OUTLAY - IMPROVEMENTS	.00	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	65,167.40	209,438.25	1,653,425.00	1,443,986.75	12.7
	TOTAL FUND EXPENDITURES	65,167.40	209,438.25	1,653,425.00	1,443,986.75	12.7
	NET REVENUE OVER EXPENDITURES	72,396.68	130,878.73	.00	(130,878.73)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

SEWER FUND

	ASSETS			
52-1190	CASH - ALLOCATION TO OTHER FUN		3,394,237.18	
52-1312	SEWER ACCOUNTS RECEIVABLE		95,498.46	
52-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT		(300.00)	
52-1610	DEFERRED OUTFLOWS-PENSIONS		54,126.00	
52-1611	LAND		21,072.00	
52-1621	BUILDING		45,971.00	
52-1622	ALLOWANCE FOR DEPRECIATION-BUI		(45,971.00)	
52-1631	IMPROVEMENTS OTHER THAN BUILDI		8,661,627.16	
52-1632	ALLOWANCE FOR DEPRECIATION-IMP		(3,764,808.90)	
52-1651	MACHINERY AND EQUIPMENT		480,281.76	
52-1652	ALLOWANCE FOR DEPR'N-MACH & EQ		(308,535.08)	
	TOTAL ASSETS			8,633,198.58
	LIABILITIES AND EQUITY			
	LIABILITIES			
52-2131	ACCOUNTS PAYABLE		540.91	
52-2220	WAGES PAYABLE		5,214.64	
52-2230	ST COMPENSATED ABSENCES		24,431.76	
52-2290	NET PENSION LIABILITY		40,433.00	
52-2300	TSSD CLEARING ACCOUNT		163,478.90	
52-2410	DEFERRED INFLOWS-PENSIONS		181.00	
52-2530	LT COMPENSATED ABSENCES		2,154.10	
	TOTAL LIABILITIES			236,434.31
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
52-2980	BALANCE BEGINNING OF YEAR	8,260,172.51		
	REVENUE OVER EXPENDITURES - YTD	136,591.76		
	BALANCE - CURRENT DATE		8,396,764.27	
	TOTAL FUND EQUITY			8,396,764.27
	TOTAL LIABILITIES AND EQUITY			8,633,198.58

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
52-37-11	SEWER SYSTEM USAGE SALES	117,437.96	351,583.65	1,300,000.00	948,416.35	27.0
52-37-12	OTHER REVENUE	.00	.00	10,000.00	10,000.00	.0
52-37-16	SEWER CONNECTION FEE	500.00	1,500.00	5,000.00	3,500.00	30.0
	TOTAL OPERATING REVENUES	117,937.96	353,083.65	1,315,000.00	961,916.35	26.9
	INTEREST AND MISC REVENUE					
52-38-10	INTEREST EARNINGS	36,759.73	36,759.73	160,000.00	123,240.27	23.0
	TOTAL INTEREST AND MISC REVENUE	36,759.73	36,759.73	160,000.00	123,240.27	23.0
	TRANSFERS AND CONTRIBUTIONS					
52-39-11	UNAPPROPRIATED FUND EQUITY	.00	.00	369,275.00	369,275.00	.0
	TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	369,275.00	369,275.00	.0
	TOTAL FUND REVENUE	154,697.69	389,843.38	1,844,275.00	1,454,431.62	21.1

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER EXPENDITURES					
52-81-11	SALARIES & WAGES	14,019.88	48,644.84	189,300.00	140,655.16	25.7
52-81-13	EMPLOYEE BENEFITS	8,922.38	28,375.08	104,700.00	76,324.92	27.1
52-81-14	OVERTIME WAGES	2,059.77	6,175.12	9,000.00	2,824.88	68.6
52-81-15	ON CALL WAGES	524.85	1,807.09	7,600.00	5,792.91	23.8
52-81-23	TRAVEL	293.00	293.00	2,750.00	2,457.00	10.7
52-81-24	OFFICE SUPPLIES & POSTAGE	523.20	1,544.44	18,000.00	16,455.56	8.6
52-81-25	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	10,000.00	10,000.00	.0
52-81-26	BUILDING AND GROUND SUPPLIES	1,102.40	2,511.35	12,000.00	9,488.65	20.9
52-81-27	UTILITIES	30.76	65.90	2,200.00	2,134.10	3.0
52-81-28	TELEPHONE	274.29	638.42	3,900.00	3,261.58	16.4
52-81-31	PROFESSIONAL & TECHNICAL	700.00	1,400.00	8,000.00	6,600.00	17.5
52-81-34	TECHNOLOGY UPDATE	458.35	986.87	7,000.00	6,013.13	14.1
52-81-35	DEPRECIATION EXPENSE	.00	.00	130,000.00	130,000.00	.0
52-81-51	INSURANCE AND SURETY BONDS	71.24	9,278.36	10,200.00	921.64	91.0
52-81-62	TIMPANOGOS SPECIAL SERVICE DIS	72,740.65	139,447.71	900,000.00	760,552.29	15.5
52-81-64	OTHER EXPENSES	2,643.76	8,464.08	34,500.00	26,035.92	24.5
52-81-73	CAPITAL OUTLAY-IMPROVEMENTS	972.12	3,619.36	330,000.00	326,380.64	1.1
52-81-74	CAPITAL OUTLAY - EQUIPMENT	.00	.00	65,125.00	65,125.00	.0
	TOTAL SEWER EXPENDITURES	105,336.65	253,251.62	1,844,275.00	1,591,023.38	13.7
	TOTAL FUND EXPENDITURES	105,336.65	253,251.62	1,844,275.00	1,591,023.38	13.7
	NET REVENUE OVER EXPENDITURES	49,361.04	136,591.76	.00	(136,591.76)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

PRESSURIZED IRRIGATION FUND

	ASSETS			
55-1190	CASH - ALLOCATION TO OTHER FUN		2,312,919.64	
55-1282	2020 BOND FUND 0352420		369,662.85	
55-1311	ACCOUNTS RECEIVABLE		166,547.72	
55-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT		(125.70)	
55-1610	DEFERRED OUTFLOWS-PENSIONS		37,212.00	
55-1631	PRESSURIZED IRRIGATION SYSTEM		16,389,423.30	
55-1632	ACCUMLATION DEPRECIATION-IMPR		(5,463,996.88)	
55-1633	CONSTRUCTION IN PROGRESS		.70	
55-1651	MACHINERY AND EQUIPMENT		389,320.31	
55-1652	ALLOWANCE FOR DEPR'N-MACH & EQ		(297,622.64)	
55-1910	DEFERED AMOUNT ON REFUNDING		26,617.02	
	TOTAL ASSETS			13,929,958.32
	LIABILITIES AND EQUITY			
	LIABILITIES			
55-2131	ACCOUNTS PAYABLE		540.91	
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		27,798.00	
55-2410	DEFERRED INFLOWS-PENSIONS		125.00	
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			1,887,643.95
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
55-2970	CONTRA ACCOUNT IMPACT FEES 85	282,500.00		
55-2980	BALANCE BEGINNING OF YEAR	10,585,808.28		
	REVENUE OVER EXPENDITURES - YTD	1,174,006.09		
	BALANCE - CURRENT DATE		12,042,314.37	
	TOTAL FUND EQUITY			12,042,314.37
	TOTAL LIABILITIES AND EQUITY			13,929,958.32

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

PRESSURIZED IRRIGATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTERGOVERNMENTAL REVENUE					
55-33-20	PI IRRIGATION GRANT PROJECT	.00	900,000.00	.00	(900,000.00)	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	900,000.00	.00	(900,000.00)	.0
	OPERATING REVENUES					
55-37-11	IRRIGATION WATER SALES	159,804.73	460,119.13	1,150,000.00	689,880.87	40.0
55-37-12	OTHER REVENUE	.00	192.22	1,000.00	807.78	19.2
55-37-16	PRESSURIZED CONNECTION FEE	5,539.75	12,561.02	40,000.00	27,438.98	31.4
	TOTAL OPERATING REVENUES	165,344.48	472,872.37	1,191,000.00	718,127.63	39.7
	INTEREST AND MISC REVENUE					
55-38-10	INTEREST EARNINGS	26,982.36	26,982.36	60,000.00	33,017.64	45.0
	TOTAL INTEREST AND MISC REVENUE	26,982.36	26,982.36	60,000.00	33,017.64	45.0
	TRANSFERS AND CONTRIBUTIONS					
55-39-11	UNAPPROPRIATED FUND EQUITY	.00	.00	1,381,329.00	1,381,329.00	.0
	TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	1,381,329.00	1,381,329.00	.0
	TOTAL FUND REVENUE	192,326.84	1,399,854.73	2,632,329.00	1,232,474.27	53.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

PRESSURIZED IRRIGATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
55-40-11	SALARIES & WAGES, ADMINISTRATI	12,046.38	41,770.65	163,200.00	121,429.35	25.6
55-40-13	EMPLOYEE BENEFITS	7,848.23	24,910.33	91,700.00	66,789.67	27.2
55-40-14	OVERTIME WAGES	2,059.77	6,175.12	9,000.00	2,824.88	68.6
55-40-15	ON CALL WAGES	524.85	1,807.06	5,000.00	3,192.94	36.1
55-40-23	TRAVEL	.00	.00	1,200.00	1,200.00	.0
55-40-25	EQUIPMENT - SUPPLIES & MAINTEN	1,038.60	2,374.88	58,000.00	55,625.12	4.1
55-40-26	BUILDING & GROUNDS SUPPLIES	96.13	1,539.84	25,000.00	23,460.16	6.2
55-40-27	UTILITIES	55,456.06	106,377.20	185,000.00	78,622.80	57.5
55-40-28	TELEPHONE	273.52	636.11	3,500.00	2,863.89	18.2
55-40-29	OFFICE SUPPLIES & POSTAGE	710.95	7,284.24	12,000.00	4,715.76	60.7
55-40-31	PROFESSIONAL & TECHNICAL SERVI	350.00	700.00	5,000.00	4,300.00	14.0
55-40-32	ENGINEER SERVICES	1,424.83	2,430.30	10,000.00	7,569.70	24.3
55-40-33	TECHNOLOGY UPDATE	1,220.00	1,220.00	7,500.00	6,280.00	16.3
55-40-34	ANNUAL AUDIT - UTAH WATER	458.35	986.87	.00	(986.87)	.0
55-40-35	DEPRECIATION EXPENSE	.00	.00	223,704.00	223,704.00	.0
55-40-51	INSURANCE & SURETY BONDS	71.24	9,278.36	11,200.00	1,921.64	82.8
55-40-62	MISCELLANEOUS SERVICES	2,737.92	5,473.63	33,000.00	27,526.37	16.6
55-40-63	OTHER EXPENSES	2,682.27	6,713.21	23,000.00	16,286.79	29.2
55-40-71	CUP WATER	.00	.00	184,000.00	184,000.00	.0
55-40-73	CAPITAL OUTLAY	.00	6,170.84	1,267,500.00	1,261,329.16	.5
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	88,999.10	225,848.64	2,632,329.00	2,406,480.36	8.6
	TOTAL FUND EXPENDITURES	88,999.10	225,848.64	2,632,329.00	2,406,480.36	8.6
	NET REVENUE OVER EXPENDITURES	103,327.74	1,174,006.09	.00	(1,174,006.09)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

STORM DRAIN FUND

	ASSETS			
56-1190	CASH - ALLOCATION TO OTHER FUN		1,065,022.34	
56-1313	STORM DRAIN ACCTS RECEIVABLE		17,072.76	
56-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT		(267.63)	
56-1610	DEFERRED OUTFLOWS-PENSIONS		16,915.00	
56-1611	LAND		216,055.23	
56-1631	STORM DRAIN IMPROVEMENTS		7,608,247.36	
56-1632	ALLOWANCE FOR DEPRECIATION		(2,232,306.32)	
	TOTAL ASSETS			6,690,738.74
	LIABILITIES AND EQUITY			
	LIABILITIES			
56-2220	WAGES PAYABLE		1,439.58	
56-2230	ST COMPENSATED ABSENCES		16,340.35	
56-2290	NET PENSION LIABILITY		12,635.00	
56-2410	DEFERRED INFLOWS-PENSIONS		57.00	
56-2530	LT COMPENSATED ABSENCES		1,352.00	
	TOTAL LIABILITIES			31,823.93
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
56-2920	CONTRA IMPACT FEE	195,975.13		
56-2980	BALANCE BEGINNING OF YEAR	6,438,685.62		
	REVENUE OVER EXPENDITURES - YTD	24,254.06		
	BALANCE - CURRENT DATE		6,658,914.81	
	TOTAL FUND EQUITY			6,658,914.81
	TOTAL LIABILITIES AND EQUITY			6,690,738.74

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAIN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
56-37-11	STORM DRAIN REVENUE	16,063.20	48,160.36	200,000.00	151,839.64	24.1
56-37-12	OTHER REVENUE	.00	.00	1,000.00	1,000.00	.0
56-37-13	SWPP FEE	1,200.00	3,000.00	14,000.00	11,000.00	21.4
	TOTAL OPERATING REVENUES	17,263.20	51,160.36	215,000.00	163,839.64	23.8
	INTEREST AND MISC REVENUE					
56-38-10	INTEREST EARNINGS	11,590.70	11,590.70	47,000.00	35,409.30	24.7
	TOTAL INTEREST AND MISC REVENUE	11,590.70	11,590.70	47,000.00	35,409.30	24.7
	SOURCE 39					
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	28,853.90	62,751.06	424,150.00	361,398.94	14.8

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAIN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
56-40-11	SALARIES & WAGES, ADMINISTRATI	4,587.46	15,760.96	64,600.00	48,839.04	24.4
56-40-13	EMPLOYEE BENEFITS	2,936.27	9,271.74	39,200.00	29,928.26	23.7
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	600.00	4,000.00	3,400.00	15.0
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	135.81	.00	(135.81)	.0
56-40-34	TECHNOLOGY UPDATE	455.60	980.96	5,500.00	4,519.04	17.8
56-40-35	DEPRECIATION EXPENSE	.00	.00	83,500.00	83,500.00	.0
56-40-51	INSURANCE	71.19	9,278.21	10,200.00	921.79	91.0
56-40-62	MISCELLANEOUS SERVICES	102.16	451.48	10,000.00	9,548.52	4.5
56-40-73	CAPITAL OUTLAY	.00	2,017.84	200,000.00	197,982.16	1.0
	TOTAL EXPENDITURES	8,397.95	38,497.00	424,150.00	385,653.00	9.1
	TOTAL FUND EXPENDITURES	8,397.95	38,497.00	424,150.00	385,653.00	9.1
	NET REVENUE OVER EXPENDITURES	20,455.95	24,254.06	.00	(24,254.06)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

TRUST AND AGENCY FUND

	ASSETS		
70-1190	CASH - ALLOCATION TO OTHER FUN	805,470.53	
	TOTAL ASSETS		805,470.53
	LIABILITIES AND EQUITY		

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 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	
70-2307	BASEBALL FIELD #4	46,990.00	
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-MONTDELLA 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		558,429.48
	FUND EQUITY		
70-2603	ELKRIDGE LUXURY ESTATES BOND	61,160.00	

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 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	169,371.64		
	REVENUE OVER EXPENDITURES - YTD	8,909.41		
	BALANCE - CURRENT DATE		185,881.05	
	TOTAL FUND EQUITY			247,041.05
	TOTAL LIABILITIES AND EQUITY			805,470.53

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

TRUST AND AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTEREST AND MISC REVENUE					
70-38-10	INTEREST REVENUE	8,909.41	8,909.41	34,000.00	25,090.59	26.2
	TOTAL INTEREST AND MISC REVENUE	8,909.41	8,909.41	34,000.00	25,090.59	26.2
	TOTAL FUND REVENUE	8,909.41	8,909.41	34,000.00	25,090.59	26.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

TRUST AND AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
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	8,909.41	8,909.41	.00	(8,909.41)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

CEMETERY PERPETUAL CARE FUND

	ASSETS			
71-1190	CASH - ALLOCATION TO OTHER FUN		1,827,552.62	
	TOTAL ASSETS			1,827,552.62
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
71-2980	BALANCE BEGINNING OF YEAR	1,773,567.67		
	REVENUE OVER EXPENDITURES - YTD	53,984.95		
	BALANCE - CURRENT DATE		1,827,552.62	
	TOTAL FUND EQUITY			1,827,552.62
	TOTAL LIABILITIES AND EQUITY			1,827,552.62

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CEMETERY PERPETUAL CARE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTERGOVERNMENTAL REVENUE					
71-33-56	CEMETERY LOT PAYMENTS	16,575.00	33,150.00	20,000.00	(13,150.00)	165.8
71-33-58	UPRIGHT MONUMENT	225.00	900.00	2,500.00	1,600.00	36.0
	TOTAL INTERGOVERNMENTAL REVENUE	16,800.00	34,050.00	22,500.00	(11,550.00)	151.3
	INTEREST AND MISC REVENUE					
71-38-10	INTEREST REVENUE	19,934.95	19,934.95	45,000.00	25,065.05	44.3
	TOTAL INTEREST AND MISC REVENUE	19,934.95	19,934.95	45,000.00	25,065.05	44.3
	TRANSFERS AND CONTRIBUTIONS					
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	36,734.95	53,984.95	170,000.00	116,015.05	31.8

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CEMETERY PERPETUAL CARE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
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	36,734.95	53,984.95	.00	(53,984.95)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

WATER IMPACT FEES

	ASSETS			
81-1190	CASH - ALLOCATION FROM GENERAL		824,123.87	
	TOTAL ASSETS			824,123.87
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	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	67,431.09		
	BALANCE - CURRENT DATE		824,123.87	
	TOTAL FUND EQUITY			824,123.87
	TOTAL LIABILITIES AND EQUITY			824,123.87

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
81-37-20	WATER IMPACT FEES	17,444.85	61,638.47	135,000.00	73,361.53	45.7
	TOTAL OPERATING REVENUES	17,444.85	61,638.47	135,000.00	73,361.53	45.7
	INTEREST AND MISC REVENUE					
81-38-10	INTEREST EARNINGS	8,836.83	8,836.83	35,000.00	26,163.17	25.3
	TOTAL INTEREST AND MISC REVENUE	8,836.83	8,836.83	35,000.00	26,163.17	25.3
	TOTAL FUND REVENUE	26,281.68	70,475.30	170,000.00	99,524.70	41.5

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	IMPACT FEE PROJECTS					
81-80-70	CAPITAL OUTLAY - IMPACT FEE	.00	3,044.21	170,000.00	166,955.79	1.8
	TOTAL IMPACT FEE PROJECTS	.00	3,044.21	170,000.00	166,955.79	1.8
	TOTAL FUND EXPENDITURES	.00	3,044.21	170,000.00	166,955.79	1.8
	NET REVENUE OVER EXPENDITURES	26,281.68	67,431.09	.00	(67,431.09)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

SEWER IMPACT FEES

	ASSETS			
82-1190	CASH - ALLOCATION FROM GENERAL		170,818.27	
	TOTAL ASSETS			170,818.27
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
82-2980	BALANCE BEGINNING OF YEAR	167,430.41		
	REVENUE OVER EXPENDITURES - YTD	3,387.86		
	BALANCE - CURRENT DATE		170,818.27	
	TOTAL FUND EQUITY			170,818.27
	TOTAL LIABILITIES AND EQUITY			170,818.27

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

SEWER IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
82-37-20	SEWER IMPACT FEES	1,450.08	3,625.20	25,000.00	21,374.80	14.5
	TOTAL OPERATING REVENUES	1,450.08	3,625.20	25,000.00	21,374.80	14.5
	INTEREST AND MISC REVENUE					
82-38-10	INTEREST EARNINGS	1,870.19	1,870.19	.00	(1,870.19)	.0
	TOTAL INTEREST AND MISC REVENUE	1,870.19	1,870.19	.00	(1,870.19)	.0
	TOTAL FUND REVENUE	3,320.27	5,495.39	25,000.00	19,504.61	22.0

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

SEWER IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	IMPACT FEE PROJECTS					
82-80-70	CAPITAL OUTLAY - IMPACT FEE	.00	2,107.53	25,000.00	22,892.47	8.4
	TOTAL IMPACT FEE PROJECTS	.00	2,107.53	25,000.00	22,892.47	8.4
	TOTAL FUND EXPENDITURES	.00	2,107.53	25,000.00	22,892.47	8.4
	NET REVENUE OVER EXPENDITURES	3,320.27	3,387.86	.00	(3,387.86)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

PI IMPACT FEES

	ASSETS			
85-1190	CASH - ALLOCATION FROM GENERAL		619,897.21	
	TOTAL ASSETS			619,897.21
	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	31,449.30		
	BALANCE - CURRENT DATE		619,897.21	
	TOTAL FUND EQUITY			619,897.21
	TOTAL LIABILITIES AND EQUITY			619,897.21

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

PI IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
85-37-20	PI IMPACT FEES	17,098.25	29,210.04	200,000.00	170,789.96	14.6
	TOTAL OPERATING REVENUES	17,098.25	29,210.04	200,000.00	170,789.96	14.6
	INTEREST AND MISC REVENUE					
85-38-10	INTEREST EARNINGS	6,688.49	6,688.49	27,500.00	20,811.51	24.3
	TOTAL INTEREST AND MISC REVENUE	6,688.49	6,688.49	27,500.00	20,811.51	24.3
	TOTAL FUND REVENUE	23,786.74	35,898.53	227,500.00	191,601.47	15.8

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

PI IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
85-40-45	PROJECTS	468.34	4,449.23	116,000.00	111,550.77	3.8
85-40-86	BOND PI INTEREST AND PRINCIPAL	.00	.00	111,500.00	111,500.00	.0
	TOTAL EXPENDITURES	468.34	4,449.23	227,500.00	223,050.77	2.0
	TOTAL FUND EXPENDITURES	468.34	4,449.23	227,500.00	223,050.77	2.0
	NET REVENUE OVER EXPENDITURES	23,318.40	31,449.30	.00	(31,449.30)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

STORM DRAIN IMPACT FEES

	ASSETS			
86-1190	CASH - ALLOCATION FROM GENERAL		225,997.22	
	TOTAL ASSETS			225,997.22
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
86-2920	CONTRA IMPACT FEE	(195,975.13)		
86-2980	BALANCE BEGINNING OF YEAR	417,892.99		
	REVENUE OVER EXPENDITURES - YTD	4,079.36		
	BALANCE - CURRENT DATE		225,997.22	
	TOTAL FUND EQUITY			225,997.22
	TOTAL LIABILITIES AND EQUITY			225,997.22

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAIN IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUES					
86-37-20	STORM DRAIN IMPACT FEES	.00	1,600.00	25,000.00	23,400.00	6.4
	TOTAL OPERATING REVENUES	.00	1,600.00	25,000.00	23,400.00	6.4
	INTEREST AND MISC REVENUE					
86-38-10	INTEREST EARNINGS	2,479.36	2,479.36	11,000.00	8,520.64	22.5
	TOTAL INTEREST AND MISC REVENUE	2,479.36	2,479.36	11,000.00	8,520.64	22.5
	TRANSFERS AND CONTRIBUTIONS					
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	2,479.36	4,079.36	50,000.00	45,920.64	8.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAIN IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	IMPACT FEE PROJECTS					
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	2,479.36	4,079.36	.00	(4,079.36)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

FUND 91

	ASSETS			
91-1611	LAND		22,972,643.75	
91-1621	BUILDINGS		2,667,722.67	
91-1622	ALLOWANCE FOR DEPRECIATION-BUI		(73,300.48)	
91-1631	IMPROVEMENTS OTHER THAN BUILDI		45,747,264.23	
91-1632	ALLOWANCE FOR DEPR'N-OTHER BUI		(1,207,130.84)	
91-1651	MACHINERY AND EQUIPMENT		1,969,257.40	
91-1652	ALLOWANCE FOR DEPR'N-MACH./EQU		(82,040.00)	
91-1690	ACCUMULATED DEPRECIATION		(28,169,455.97)	
	TOTAL ASSETS			43,824,960.76
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	38,150,052.63		
91-2985	ADDITIONS - CURRENT YEAR	5,674,908.13		
	BALANCE - CURRENT DATE		43,824,960.76	
	TOTAL FUND EQUITY			43,824,960.76
	TOTAL LIABILITIES AND EQUITY			43,824,960.76

ALPINE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

GENERAL LONG-TERM DEBT

	ASSETS			
95-1610	DEFFERED OUTFLOW PENSION		172,528.00	
95-1611	AMOUNT TO BE PROVIDED-GEN FUND		59,124.56	
	TOTAL ASSETS			231,652.56
	LIABILITIES AND EQUITY			
	LIABILITIES			
95-2090	SWEEPER LEASE		.01	
95-2290	NET PENSION LIABILITY		128,882.00	
95-2410	DEFFERED INFLOWS PENSION		578.00	
	TOTAL LIABILITIES			129,460.01
	FUND EQUITY			
	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			231,652.56

ALPINE CITY COUNCIL AGENDA

SUBJECT: Material Change to Alpine City Hall Park-Remodel and Expansion of Fire Station.

FOR CONSIDERATION ON: October 28th, 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approval of Material Change to Alpine City Hall Park for a Remodel and Expansion of Fire Station.

BACKGROUND INFORMATION:
Alpine City is working on a project to update, remodel, and expand the existing Fire Station located at City Hall Park. Because this project represents a material change to an existing City Park, Alpine Development Code 3.16.040 requires additional public input and review.
Under this provision, land included in a City Park may not be materially changed, improved, altered, disposed of, or used for another purpose unless:

1. The Planning Commission holds a public hearing and makes a recommendation, **and**
2. The City Council approves the change by a supermajority vote (at least 4 of 5 members).

A material change is defined as including, but not limited to:

- A change to the park's essential defining characteristics,
- Creation or improvement of roadways or parking lots within the park, or
- Other alterations that affect the existing nature of the park.

Because this project involves expanding the Fire Station and adding parking, both the Planning Commission and City Council must review it.
It is important to note that at this stage, the review is limited to the proposed change to the park itself. Design details for the new Fire Station building and related features will be considered as a separate agenda item. In addition, the City anticipates that the multiple parcels on the City Hall block will likely need to be consolidated to accommodate the project.

During the public hearing held by the planning commission, several residents expressed concerns about the project's impact on the park and neighborhood. Neighbors to the East whose home faces the proposed new entrance, opposed the plan due to traffic, lights, and noise, and urged the city to consider alternate access points to the west or south. Other residents supported the need for improved fire facilities but advocated minimizing the building's footprint and preserving as much green space as possible. Others questioned the necessity of including a senior or community center, and asked that the historic Arnold Patrick home be preserved if possible.

Planning Commissioners discussed alternative access routes, potential alteration of the senior center, and the reuse of materials from the historic home. The community center was also discussed as being used for Senior Citizen activities and other needs of the

community. In the end, the Commission voted to recommend approval of the proposed plan with the following considerations.

1. Use bricks and other architectural items from the Arnold Patrick home if it can't be salvaged (Lehi Public Safety Building Concept).
2. Residents to the east have input in the planning of the west side parking area.
3. Remove eight parking stalls on the south side (east entrance) and shrink the parking area.

The concept that was presented to the Planning Commission is included in this packet. An updated version showing the parking layout as recommended will be available as part of this review as the architect is finishing up that design.

CITY CODE:

- Alpine Development Code 3.16.040 Special Provisions

GENERAL PLAN:

- Parks, Recreation, Trails, And Open Space Pg. 20.

PUBLIC NOTICE:

A public hearing was required and held as part of the review of this agenda item by the Planning Commission.

STAFF RECOMMENDATION:

Review and give feedback on the proposed material change to the City Hall Park. The Council can vote to approve, with 4 of the 5 members voting to do so.

SAMPLE MOTION TO APPROVE:

I move to approve the material change proposed to the City Hall Park to allow for the expansion of the current Alpine Fire Station No. 202 Project as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve the material change proposed to the City Hall Park to allow for the expansion of the current Alpine Fire Station No. 202 Project, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the material change proposed to the City Hall Park to allow for the expansion of the current Alpine Fire Station No. 202 Project based on the following:

- ***Insert Finding***


DEMO EXISTING EXIT APRON AND REPLACE
TYPICAL - INCREASE APPARATUS BAY DOORS TO 14' WIDE
EXTERIOR CONCRETE PAD
SHADED AREA REPRESENTS EXISTING SQUARE FOOTAGE - FULL INTERIOR REMODEL
OPERABLE ROOM PARTITION
EXISTING APPARATUS BAY
4,293 sf
KITCHEN
DECON
183 sf
FIRE RISER
39 sf
MEDICAL SUPPLY
133 sf
DECON RR
130 sf
GYM
556 sf
DINING
TRANSFER
80 sf
DAYROOM
MEP
199 sf
LAUNDRY / STORAGE
225 sf
TURNOUT
258 sf
CAPTAIN'S OFFICE / FLEX
181 sf
LOBBY / CULTURE POINT
TRANSFER
80 sf
TOOL ROOM / SCBA
166 sf
MAIN ENTRY
MAIN ENTRY
WARMING KITCHEN
209 sf
JANITOR
41 sf
RADIO ROOM
59 sf
STORAGE
129 sf
SHADED AREA REPRESENTS EXISTING SQUARE FOOTAGE - MINOR INTERIOR REMODEL
30' RADIT TURNING PATHS
40' OUTER TURNING PATHS
SECURE PERIMETER FOR APPARATUS RETURN
Historic Pioneer Relic Hall
Alpine City Hall
E 100 N
N Main St
N 100 E St
N 100 E St
E Center St
E Center St
E Center St

KEY NOTES

1. PROPOSED FIRE STATION ADDITION
2. REMODELED FIRE STATION TO COMMUNITY CENTER
3. EXISTING APPARATUS BAY
4. APPARATUS BAY RESPONSE PATHS
5. APPARATUS BAY RETURN PATHS
6. SECURE VEHICLE BARRIER
7. NEW FIRE STATION PARKING
8. EXISTING TREE TO BE REMOVED
9. EXISTING TREE TO REMAIN
10. PROPOSED DUMPSTER ENCLOSURE LOCATION
11. EXISTING FLAG POLE TO REMAIN
12. REVISE EXISTING PARKING TO ALLOW CONNECTION TO NEW PARKING
13. EXISTING PARKING AREA
14. NEW COMMUNITY CENTER PARKING
15. EXISTING HOUSE TO BE DEMOLISHED TO ALLOW ADDITIONAL PARKING
16. EXISTING BUILDING TO REMAIN
17. ALPINE CITY HALL
18. CITY HALL PARKING

N



18

CONCEPTUAL SITE PLAN
ALPINE STATION 202

ALPINE CITY COUNCIL AGENDA

SUBJECT: Discussion Item: Alpine Fire Station No. 202 Concept Design

FOR CONSIDERATION ON: October 28, 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Discuss the latest concept design for the Alpine Fire Station No. 202.

BACKGROUND INFORMATION:

Since the last city council meeting, Chad Littlewood with Babcock Design provided a link that was shared with the city council, fire station project steering committee members, city staff, the staff from Navigate and fire department staff to receive input as we attempt to finalize a concept design. The comments from all submitting parties were compiled and then discussed in a follow-up meeting.

Mr. Littlewood is preparing another iteration of the station design incorporating comments that have been made that will be presented at the October 28 city council meeting. Because of the short turnaround, the new iteration of the concept plan will not be included in the city council packet but will be sent out as soon as it is available and will be presented at the meeting. Following the presentation, we will request additional feedback and will plan to have an action item on the November 11 city council meeting to approve a concept plan which will allow the project to move into the next phases of design.

Two other related items will be on the October 28 city council agenda, including the following:

- Approval of Material Change to the Alpine City Hall Park Site – Expansion of the Alpine City Fire Station No. 202 located at 50 East 100 North
- Award and Approval of Agreement and General Conditions with SIRQ Construction for the Alpine Fire Station No. 202 CMGC Services

With approval of these items, the project should be able to moved forward on the planned schedule with construction beginning in the spring of 2026.

STAFF RECOMMENDATION:
Review and the latest concept plan for the Alpine Fire Station No. 202 Project and provide feedback to staff and the project architect.

ALPINE CITY COUNCIL AGENDA

SUBJECT: **Alpine Fire Station No. 202 – Award Contract to and Approval of Agreement and General Conditions with SIRQ Construction for CM/GC Services**

FOR CONSIDERATION ON: **October 28, 2025**

PETITIONER: **City Staff**

ACTION REQUESTED BY PETITIONER: **Review and approve the contract documents with SIRQ Construction for CM/GC services for the fire station project and award the project.**

BACKGROUND INFORMATION:

Over the last month city staff have worked with Navigate to issue and RFP for CM/GC services. There were thirteen firms that submitted proposals. The proposals were reviewed and initially ranked based on the following:

- Firm qualifications
- Project team
- Past work and references
- Management plan
- Project schedule
- Risks and value-added services
- Cost

Upon review, the top three proposals were determined based on the criteria above and in-person interviews were held. The staff from Navigate, both fire chiefs, Mayor Merrill and I were all present for the interviews. After the interviews and after reviewing the proposals, SIRQ Construction is the recommended general contractor for the fire station project.

All firms submitting proposals were required to outline their fees on a cost proposal fee form. Following is a summary of costs proposed by SIRQ Construction:

Cost Proposal Fee Form		
A	Pre-construction Fee: For all work during the pre-construction period.	$ ~~16,675.00~~ No Charge for Alpine City
B	Construction Management Fee (including overhead and profit): For all work during the construction phase of the contract for the management of the project.	$ 233,325.00
C	Cost of Bonds: The cost of Payment and Performance Bonds based on the amount of the FLCC.	$ 29,326.00
D	CM/GC Change Order Markup: For all work added to the contract by change order as the max percentage of markup to the subcontractor/supplier costs.	% 5.49 For work added or deducted
E	Self-Performed Work Markup: For all self-performed work,	% No Self Perform Work (Please ask why)
F	General Conditions: State the dollar amount and include the excel version of the attached Exhibit B.	$ 375,371.00

The cost associated with the SIRQ Construction proposal is $638,022 and the project schedule shows final completion of the project in March 2027.

Included are the following documents related to the contract:

- AIA Document A133 – 2019: Standard Form of Agreement Between Owner and Construction Manager as Constructor
- AIA Document A201 – 2017: General Conditions of the Contract for Construction
- SIRQ Construction's Proposal for CM/GC Services for Alpine Fire Station 202

STAFF RECOMMENDATION:
Review and approve the contract documents with SIRQ Construction for CM/GC Services for the Alpine Fire Station No. 202 Addition/Remodel Project and award the project.

SAMPLE MOTION TO APPROVE:
I move to award the Alpine Fire Station No. 202 Addition/Remodel Project CM/GC services to SIRQ Construction and approve the contract documents.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:
I move to award the Alpine Fire Station No. 202 Addition/Remodel Project CM/GC services to SIRQ Construction and approve the contract documents, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:
I move to table/deny the award of the fire station project and approval of the contract with SIRQ Construction based on the following:

- ***Insert Finding***

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Alpine City
20 North Main
Alpine, UT
84004

and the Construction Manager:
(Name, legal status, address, and other information)

SIRQ Construction
3900 N Traverse Mountain Blvd
Lehi, UT 84043

for the following Project:
(Name, location, and detailed description)

Alpine Fire Station Remodel & Expansion
50 E 100 N
Alpine, UT 84004

The Architect:
(Name, legal status, address, and other information)

Babcock Design, PLLC
52 Exchange Place
Salt Lake City, UT
84111

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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(728253255)

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Remodel of the existing Lone Peak Fire Station 202 to accommodate community use and updated apparatus bay, plus new dorms and dayroom on the south side of the bays. After completion of the new addition, remodel the existing space to provide a community room and additional support spaces. Total project size approximately 11,500 SF (7,000 SF remodel + 4,500 SF new construction

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Site at 50 East 100 North, Alpine, UT. Existing single-story fire station with apparatus bays, administrative areas, and support spaces. New construction on south and east sides (phase 1) to include all fire support services. Phase 2 will then remodel the existing space into a community center and provide seismic upgrades to the apparatus bays. Phase 2 will commence when the new space is occupied and the existing space is abandoned. Construction documents will be prepared

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as one permit package for both the new addition and the remodel with the work of each phase clearly identified for bidding separately.
Site boundaries, topography, and access as existing; utility connections to be coordinated with City.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

$4,250,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

To be established with Owner's acceptance of the Guaranteed Maximum Price proposal.

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

The Owner and Construction Manager agree to phased construction as described in §1.1.2.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 Not Used

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Chad Jones
Project Manager, Navigate CM & Development LLC
650 S Main Street #150-75
Salt Lake City, UT
84101
801-597-1832

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and Construction Managers:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Tj Winger, Principal
Babcock Design, PLLC
52 Exchange Place
Salt Lake City, UT84111
801-531-1144

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Cost estimating, scheduling, systems value analysis, design meeting attendance, constructability reviews

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

a. Construction Manager shall obtain a minimum of 3 bids for each trade;

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b. Construction Manager shall validate that they have a proven record of success with the selected subcontractors and that each subcontractor is qualified and capable of performing the scope of work;
c. Subcontractor bids shall provide a level of detail necessary to confirm their scope is adequately covered.
d. Owner reserves the right to review all bids in full detail prior to award of subcontracts as detailed in A201-2017 Article 5.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.4 Liquidated Damages

Liquidated damages, if any, shall be as set forth in § 6.1.6, which is hereby incorporated by reference.

§ 2.5 Final Completion

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Final Completion of the Work shall be achieved no later than thirty (30) calendar days after the date of Substantial Completion, unless otherwise agreed in writing by the Owner.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall attend meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Owner and Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 The Construction Manager shall advise the Owner and Architect of any long lead items. For identified long lead items, Construction Manager shall work with the Owner and Architect to provide suitable substitutions. If a substitution cannot be found or agreed upon by the Owner, Architect and Construction Manager, the Owner may elect to procure items prior to the establishment of the Guaranteed Maximum Price which shall be done on terms mutually agreed upon by the Owner and Construction Manager.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.5 Phased Construction
The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, winter conditions, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates
§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If a discrepancy exists between the Construction Manager's cost estimates, the Architect's cost estimates, and the Owner's cost estimates, the Construction Manager, Owner, and Architect shall work together to reconcile the cost estimates and mutually agree upon one consolidated estimate.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

(Paragraph deleted)
§ 3.1.11 Subcontractors and Suppliers
§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement
The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

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§ 3.1.13 Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services
Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal
§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
.4 The baseline schedule and the date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;
.5 Copies of all subcontractor bids upon request by the Owner; and
.6 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Any use of the Construction Contingency shall require prior review and approval by the Owner, which shall not be unreasonably withheld. If, upon completion of the Work, any portion of the Construction Contingency remains unused, the amount of such unused contingency shall be considered project savings. The Owner and Construction Manager agree that these savings shall be distributed as follows: sixty percent (60%) to the Owner and forty percent (40%) to the Construction Manager. The determination of unused contingency shall be made after reconciliation of all approved Change Orders, allowances, and other authorized adjustments to the Contract Sum. The shared savings distribution shall be included in the final application for payment.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price

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proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall attend meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. Minutes of the meetings shall be maintained and distributed by the Owner's Representative.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

(Paragraph deleted)

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

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§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Addition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1

(Paragraphs deleted)

Preconstruction Phase Services described in Sections 2.1 and 3.2 shall be provided by the Construction Manager at no cost to the Owner.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Guaranteed Maximum Price shall include all labor, materials, equipment, and services reasonably inferable from the Contract Documents necessary to complete the Work in a manner consistent with the Owner's program and intended use. The GMP includes all costs associated with phased turnover, temporary facilities, and coordination necessary to deliver the complete and functional Project.

§ 6.1.2 The Construction Manager's Fee:

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

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

The Construction Manager shall be allowed to mark-up Change Orders at a percentage rate equal to or less than the construction management fee stated in Construction Manager's fee proposal.

§ 6.1.3.1 The Construction Manager shall maintain cost accounting records in accordance with generally accepted accounting principles, consistently applied, and shall make such records available to the Owner at all reasonable times. With each Application for Payment, the Construction Manager shall provide itemized backup for all costs of the Work, including subcontractor invoices, supplier invoices, payroll records, equipment logs, and any other documentation reasonably required by the Owner to substantiate payment. The Owner, or its designated auditor, shall have the right to inspect, audit, and copy all records related to the Work for a period of not less than three (3) years after Final Payment, without additional cost to the Owner.

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

Subcontractors and Sub-Subcontractors shall be allowed a Maximum of 5% overhead and 10% markup to the cost of their work.

§ 6.1.4.1 The Guaranteed Maximum Price shall include a Construction Contingency in the amount agreed by the Owner and Construction Manager at the time the GMP is established. The Construction Contingency is intended to cover costs that are reasonably unforeseen but necessary for the proper completion of the Work and not the result of the Construction Manager's error, omission, or breach of contract. Use of the Construction Contingency shall require prior written approval by the Owner. Requests for contingency use shall be submitted in writing and include detailed backup and justification. Any unused portion of the contingency shall be returned in full to the Owner via a deductive Change Order at the time of Final Payment. Any approved use of the Contingency shall be reflected on the Schedule of Values as a separate line item as part of the monthly pay application.

§ 6.1.4.2 Subject to obtaining the Owner's approval, the Construction Manager is authorized to spend the Contingency to defray any Cost of the Work which results from any of the following causes:

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.1 Conditions and events, which were not foreseen or known, and which could not have been reasonably foreseen or known to the Construction Manager as a reasonably experienced Construction Manager at the time of reconciling of bids, and which have not been caused in whole or in part by the acts or omissions of the Construction Manager or its Subcontractors.

.2 Gaps in Subcontractors' scopes of work which were not foreseen or known to the Construction Manager at the time the Guaranteed Maximum Price was agreed upon and which could not have been reasonably foreseen or known to the Construction Manager as a reasonably experienced Construction Manager at the time of reconciling of bids and which have not been caused in whole or in part by the acts or omissions of the Construction Manager or its Subcontractors.

.3 Delays in receipt of materials or equipment not the fault of the Construction Manager and which were not foreseen or known to the Construction Manager at the time the Guaranteed Maximum Price was agreed upon and which could not have been reasonably foreseen or known to the Construction Manager as a reasonably experienced Construction Manager at the time of reconciling of bids and which have not been caused in whole or in part by the acts (including failure to timely submit shop drawings) or omissions of the Construction Manager or its Subcontractors and designers; provided that within seven (7) days after learning of such delays, the Construction Manager shall have given notice thereof to the Owner.

.4 Increases in pre-established Subcontractor bids, negotiated contracts or purchase orders or failure by a Subcontractor or supplier which is not recoverable by the Construction Manager after diligent effort.

.5 Unanticipated changes in the construction schedule which were not foreseen or known to the Construction Manager as a reasonably experienced Construction Manager at the time of the reconciling of bids which were not caused in whole or in part by the acts or omissions of the Construction Manager or its Subcontractors.

.6 Jurisdiction mandated changes resulting from field directives given by building inspectors, except to the extent such changes materially change the quantity of materials or add products and assemblies not otherwise specified.

.7 Minor omissions, inconsistencies or conflicts in the plans and specifications such as not showing power to a piece of equipment shown on the mechanical drawings, conflict between the location of duct work, conduit or piping of other subcontractors, relocation of piping in conflict with building structure, conflicting details of the same or similar assembly, conflicts between requirements in specifications and that shown on plans, conflicts in door schedules on plans and specifications, and so forth. In no case shall the aggregate amount of such omissions, inconsistencies, or conflicts exceed Twenty-Five Thousand Dollars ($25,000). Notwithstanding the inclusion of contingency in the Cost of the Work for such minor discrepancies or inconsistencies, the Architect shall in no way be relieved of Architect's obligation for performing its contractual obligation to furnish a complete, accurate and coordinated set of construction documents for use by the Construction Manager.

(Table deleted)
(Paragraphs deleted)
§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed two percent (2 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Construction Manager fails to achieve **Substantial Completion** of the Work, or any agreed-upon phase of the Work, by the date required under the Contract Documents (as such date is subject to adjustment under the Contract Documents), the Construction Manager shall pay the Owner **$500 per calendar day** for each day of delay until Substantial Completion is achieved. The parties agree that these liquidated damages represent a reasonable estimate of the Owner's losses, additional carrying costs, and overhead expenses, and are not intended as a penalty. Additionally, if the Construction Manager fails to achieve **Final Completion** of the Work within the time required following Substantial

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Completion, the Construction Manager shall pay the Owner **$250 per calendar day** for each day of delay until Final Completion is achieved. This lower amount reflects the costs associated with punch list completion, project closeout, and other final tasks but does not diminish the Owner's right to recover damages for any additional direct losses incurred due to the delay.

The parties agree that the actual damages for a delay in achieving Substantial Completion would be difficult to determine and that the liquidated damages set forth herein are a reasonable measure of such delay damages and are not a penalty. Notwithstanding anything to the contrary contained herein, and in accordance with this section, Owner shall also be entitled to payment of its reasonable attorney's fees incurred in connection with any action to collect Liquidated Damages from Construction Manager in which Owner is the prevailing party. Before commencing any action to collect Liquidated Damages from Construction Manager, Owner shall provide notice to Construction Manager of the amount of Liquidated Damages due pursuant to the terms of this paragraph (the "Liquidated Damages Notice"). Construction Manager shall have ten (10) business days after Owner provides the Liquidated Damages Notice to pay the amount of Liquidated Damages specified therein. If such Liquidated Damages remain unpaid, Owner shall have the right, but not the obligation, to commence an action to collect Liquidated Damages from Construction Manager.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs incurred due to negligence by the Construction Manager, which would cause the Guaranteed Maximum Price to be exceeded, shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 6.3.6 In processing Change Orders, the Construction Manager shall submit to the Architect a detailed breakdown of costs or credits resulting from a Change in the Work. In addition to the Construction Manager's costs, the breakdown shall include the cost of work performed by Subcontractors and Sub-Subcontractors as applicable for the Change Order. The

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costs or credits as applicable shall be properly itemized to include the following: (1) Quantities and unit costs of materials supplied and delivered to the job-site. (2) Man hours for labor and hourly rates for each trade classification of labor involved. (3) Direct Cost including the purchase and/or rental value of fuel, supplies, scaffolding, construction equipment, power tools, insurance, bond premiums and taxes where applicable.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.1.1 No Change in the Work, whether initiated by the Owner, Architect, or Construction Manager, shall be binding on the Owner or entitle the Construction Manager to an adjustment in the Contract Sum or Contract Time without the Owner's prior written approval. Field Orders, Construction Change Directives, or verbal instructions shall not authorize any increase in the GMP or extension of the Contract Time unless confirmed in writing and signed by the Owner's authorized representative. The Construction Manager proceeds with any change at its own risk if written approval is not obtained.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

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

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

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the
(Paragraphs deleted)
Work.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

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

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

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

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§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

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

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay. Fees for building permits and inspections shall be paid directly by the Owner and excluded from the Construction Manager and subcontractor bids.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA

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Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

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

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

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.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. All subcontracts and supply agreements shall require subcontractors and suppliers to provide warranties to the Construction Manager and Owner on the same terms and for the same duration as required under this Agreement, including the one-year warranty period for materials and workmanship. The Construction Manager shall be responsible for enforcing such warranties on behalf of the Owner.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

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ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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

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Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for

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Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Owner may elect to withhold releasing retainage as appropriate for punch list items that have not been completed.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors or Owner's Representative acting in the sole interest of the Owner.

§ 11.2 Final Payment

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

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 superseded those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled

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to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 Notwithstanding any provision of this Agreement to the contrary, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

13% per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

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§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

1 month of general conditions. For purposes of this Agreement, "one month of general conditions" shall mean the reasonable costs necessary to maintain and manage the project site and support ongoing construction operations for a period of one (1) month. Such costs may include, but are not limited to, project supervision, temporary facilities and utilities, safety measures, site security, and other customary expenses required for the general administration and operation of the project site.

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Two Million ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million ($ 2,000,000) per claim and Two Million ($ 2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A201-2017 Article 11, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in A201-2017 Article 11, and elsewhere in the Contract Documents.

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

The Construction Manager shall maintain all insurance required under this Agreement, including Commercial General Liability, Automobile Liability, Workers' Compensation, and any other required coverages, in full force and effect from the commencement of the Work until Final Completion and for a period of not less than two (2) years thereafter to cover warranty obligations. The Owner and Architect shall be named as additional insureds on all liability policies on a primary and non-contributory basis.

Performance and Payment Bonds shall each be in an amount equal to one hundred percent (100%) of the Guaranteed Maximum Price, as adjusted by Change Orders, and shall remain in effect until Final Completion and satisfaction of all warranty obligations. The surety shall be licensed to transact business in the state where the Project is located.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Exhibit A: Construction Manager's proposal

.5

(Paragraphs deleted)

Other Exhibits:

(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the day of in the year 2025

...

~~Alpine City~~
20 North Main
Alpine, UT
84004

...

SIRQ Construction
3900 N Traverse Mountain Blvd
Lehi, UT 84043

...

Alpine Fire Station Remodel & Expansion
50 E 100 N
Alpine, UT 84004

...

Babcock Design, PLLC
52 Exchange Place
Salt Lake City, UT
84111

PAGE 2

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
~~EXHIBIT B INSURANCE AND BONDS~~

...

Remodel of the existing Lone Peak Fire Station 202 to accommodate community use and updated apparatus bay, plus new dorms and dayroom on the south side of the bays. After completion of the new addition, remodel the existing space to provide a community room and additional support spaces. Total project size approximately 11,500 SF (7,000 SF remodel + 4,500 SF new construction

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Site at 50 East 100 North, Alpine, UT. Existing single-story fire station with apparatus bays, administrative areas, and support spaces. New construction on south and east sides (phase 1) to include all fire support services. Phase 2 will then remodel the existing space into a community center and provide seismic upgrades to the apparatus bays. Phase 2 will commence when the new space is occupied and the existing space is abandoned. Construction documents will be prepared as one permit package for both the new addition and the remodel with the work of each phase clearly identified for bidding separately.
Site boundaries, topography, and access as existing; utility connections to be coordinated with City.
PAGE 3

$4,250,000

...

To be established with Owner's acceptance of the Guaranteed Maximum Price proposal.

...

The Owner and Construction Manager agree to phased construction as described in §1.1.2.

...

NA

§ 1.1.6.1 ~~If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~Not Used

...

Chad Jones
Project Manager, Navigate CM & Development LLC
650 S Main Street #150-75
Salt Lake City, UT
84101
801-597-1832
PAGE 4

§ 1.1.10 The Owner shall retain the following consultants and ~~contractors:~~Construction Managers:

...

Tj Winger, Principal
Babcock Design, PLLC
52 Exchange Place
Salt Lake City, UT84111
801-531-1144

...

Cost estimating, scheduling, systems value analysis, design meeting attendance, constructability reviews

...

a. Construction Manager shall obtain a minimum of 3 bids for each trade;

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b. Construction Manager shall validate that they have a proven record of success with the selected subcontractors and that each subcontractor is qualified and capable of performing the scope of work;
c. Subcontractor bids shall provide a level of detail necessary to confirm their scope is adequately covered.
d. Owner reserves the right to review all bids in full detail prior to award of subcontracts as detailed in A201-2017 Article 5.

PAGE 5

§ 2.4 Liquidated Damages

Liquidated damages, if any, shall be as set forth in § 6.1.6, which is hereby incorporated by reference.

§ 2.5 Final Completion

Final Completion of the Work shall be achieved no later than thirty (30) calendar days after the date of Substantial Completion, unless otherwise agreed in writing by the Owner.

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§ 3.1.3.1 The Construction Manager shall ~~schedule and conduct~~ attend meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

~~**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements,~~ selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Owner and Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~ building information modeling and digital data protocols for the Project to establish the protocols for the development, use, transmission, ~~reliance, and exchange of digital data, including building information models for the Project.~~and exchange of digital data.

§ 3.1.3.4 The Construction Manager shall advise the Owner and Architect of any long lead items. For identified long lead items, Construction Manager shall work with the Owner and Architect to provide suitable substitutions. If a substitution cannot be found or agreed upon by the Owner, Architect and Construction Manager, the Owner may elect to procure items prior to the establishment of the Guaranteed Maximum Price which shall be done on terms mutually agreed upon by the Owner and Construction Manager.

...

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: ~~submission of the Guaranteed Maximum Price proposal;~~ components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

PAGE 7

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, winter conditions, and procurement and construction scheduling issues.

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§ 3.1.6.3 If ~~the Architect is providing cost estimating services as a Supplemental Service, and a~~ discrepancy exists between the Construction Manager's ~~cost estimates and the Architect's cost estimates, the Construction Manager and the~~ cost estimates, the Architect's cost estimates, and the Owner's cost estimates, the Construction Manager, Owner, and Architect shall work together to reconcile the cost ~~estimates.~~estimates and mutually agree upon one consolidated estimate.

...

~~§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

PAGE 8

N/A

...

.4 The ~~anticipated~~ baseline schedule and the date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;

.5 Copies of all subcontractor bids upon request by the Owner; and

~~.5~~ .6 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's ~~exclusive~~ use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Any use of the Construction Contingency shall require prior review and approval by the Owner, which shall not be unreasonably withheld. If, upon completion of the Work, any portion of the Construction Contingency remains unused, the amount of such unused contingency shall be considered project savings. The Owner and Construction Manager agree that these savings shall be distributed as follows: sixty percent (60%) to the Owner and forty percent (40%) to the Construction Manager. The determination of unused contingency shall be made after reconciliation of all approved Change Orders, allowances, and other authorized adjustments to the Contract Sum. The shared savings distribution shall be included in the final application for payment.

PAGE 9

§ 3.3.2.1 The Construction Manager shall ~~schedule and conduct~~ attend meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. ~~The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.~~Minutes of the meetings shall be maintained and distributed by the Owner's Representative.

PAGE 10

~~§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

PAGE 11

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor ~~Edition,~~ Addition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

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...

§ 5.1.1 ~~For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:~~
~~*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*~~

Preconstruction Phase Services described in Sections 2.1 and 3.2 shall be provided by the Construction Manager at no cost to the Owner.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Guaranteed Maximum Price shall include all labor, materials, equipment, and services reasonably inferable from the Contract Documents necessary to complete the Work in a manner consistent with the Owner's program and intended use. The GMP includes all costs associated with phased turnover, temporary facilities, and coordination necessary to deliver the complete and functional Project.

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

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

The Construction Manager shall be allowed to mark-up Change Orders at a percentage rate equal to or less than the construction management fee stated in Construction Manager's fee proposal.

§ 6.1.3.1 The Construction Manager shall maintain cost accounting records in accordance with generally accepted accounting principles, consistently applied, and shall make such records available to the Owner at all reasonable times. With each Application for Payment, the Construction Manager shall provide itemized backup for all costs of the Work, including subcontractor invoices, supplier invoices, payroll records, equipment logs, and any other documentation reasonably required by the Owner to substantiate payment. The Owner, or its designated auditor, shall have the right to inspect, audit, and copy all records related to the Work for a period of not less than three (3) years after Final Payment, without additional cost to the Owner.

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

Subcontractors and Sub-Subcontractors shall be allowed a Maximum of 5% overhead and 10% markup to the cost of their work.

§ 6.1.4.1 The Guaranteed Maximum Price shall include a Construction Contingency in the amount agreed by the Owner and Construction Manager at the time the GMP is established. The Construction Contingency is intended to cover costs that are reasonably unforeseen but necessary for the proper completion of the Work and not the result of the Construction Manager's error, omission, or breach of contract. Use of the Construction Contingency shall require prior written approval by the Owner. Requests for contingency use shall be submitted in writing and include detailed backup and justification. Any unused portion of the contingency shall be returned in full to the Owner via a deductive Change Order at the time of Final Payment. Any approved use of the Contingency shall be reflected on the Schedule of Values as a separate line item as part of the monthly pay application.

§ ~~5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.~~**6.1.4.2** Subject to obtaining the Owner's approval, the Construction Manager is authorized to spend
the Contingency to defray any Cost of the Work which results from any of the following causes:

.1 Conditions and events, which were not foreseen or known, and which could not have been reasonably foreseen or known to the Construction Manager as a reasonably experienced

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Construction Manager at the time of reconciling of bids, and which have not been caused in whole or in part by the acts or omissions of the Construction Manager or its Subcontractors.

.2 Gaps in Subcontractors' scopes of work which were not foreseen or known to the Construction Manager at the time the Guaranteed Maximum Price was agreed upon and which could not have been reasonably foreseen or known to the Construction Manager as a reasonably experienced Construction Manager at the time of reconciling of bids and which have not been caused in whole or in part by the acts or omissions of the Construction Manager or its Subcontractors.

.3 Delays in receipt of materials or equipment not the fault of the Construction Manager and which were not foreseen or known to the Construction Manager at the time the Guaranteed Maximum Price was agreed upon and which could not have been reasonably foreseen or known to the Construction Manager as a reasonably experienced Construction Manager at the time of reconciling of bids and which have not been caused in whole or in part by the acts (including failure to timely submit shop drawings) or omissions of the Construction Manager or its Subcontractors and designers; provided that within seven (7) days after learning of such delays, the Construction Manager shall have given notice thereof to the Owner.

.4 Increases in pre-established Subcontractor bids, negotiated contracts or purchase orders or failure by a Subcontractor or supplier which is not recoverable by the Construction Manager after diligent effort.

.5 Unanticipated changes in the construction schedule which were not foreseen or known to the Construction Manager as a reasonably experienced Construction Manager at the time of the reconciling of bids which were not caused in whole or in part by the acts or omissions of the Construction Manager or its Subcontractors.

~~(If applicable, attach an exhibit of hourly billing rates or insert them below.).~~.6 Jurisdiction mandated changes resulting from field directives given by building inspectors, except to the extent such changes materially change the quantity of materials or add products and assemblies not otherwise specified.

.7 Minor omissions, inconsistencies or conflicts in the plans and specifications such as not showing power to a piece of equipment shown on the mechanical drawings, conflict between the location of duct work, conduit or piping of other subcontractors, relocation of piping in conflict with building structure, conflicting details of the same or similar assembly, conflicts between requirements in specifications and that shown on plans, conflicts in door schedules on plans and specifications, and so forth. In no case shall the aggregate amount of such omissions, inconsistencies, or conflicts exceed Twenty-Five Thousand Dollars ($25,000). Notwithstanding the inclusion of contingency in the Cost of the Work for such minor discrepancies or inconsistencies, the Architect shall in no way be relieved of Architect's obligation for performing its contractual obligation to furnish a complete, accurate and coordinated set of construction documents for use by the Construction Manager.

~~**Individual or Position** **Rate**~~

~~**§ 5.1.2.1** Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~

~~**§ 5.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

~~**§ 5.2 Payments**~~

~~**§ 5.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

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~~§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~ %~~

~~ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES~~
~~§ 6.1 Contract Sum~~
~~§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.~~

~~§ 6.1.2 The Construction Manager's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*~~

~~§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:~~

~~§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed two percent (2 %) of the standard rental rate paid at the place of the Project.
PAGE 12

If the Construction Manager fails to achieve **Substantial Completion** of the Work, or any agreed-upon phase of the Work, by the date required under the Contract Documents (as such date is subject to adjustment under the Contract Documents), the Construction Manager shall pay the Owner $**500 per calendar day** for each day of delay until Substantial Completion is achieved. The parties agree that these liquidated damages represent a reasonable estimate of the Owner's losses, additional carrying costs, and overhead expenses, and are not intended as a penalty. Additionally, if the Construction Manager fails to achieve **Final Completion** of the Work within the time required following Substantial Completion, the Construction Manager shall pay the Owner **$250 per calendar day** for each day of delay until Final Completion is achieved. This lower amount reflects the costs associated with punch list completion, project closeout, and other final tasks but does not diminish the Owner's right to recover damages for any additional direct losses incurred due to the delay.

The parties agree that the actual damages for a delay in achieving Substantial Completion would be difficult to determine and that the liquidated damages set forth herein are a reasonable measure of such delay damages and are not a penalty. Notwithstanding anything to the contrary contained herein, and in accordance with this section, Owner shall also be entitled to payment of its reasonable attorney's fees incurred in connection with any action to collect Liquidated Damages from Construction Manager in which Owner is the prevailing party. Before commencing any action to collect Liquidated Damages from Construction Manager, Owner shall provide notice to Construction Manager of the amount of Liquidated Damages due pursuant to the terms of this paragraph (the "Liquidated Damages Notice"). Construction Manager shall have ten (10) business days after Owner provides the Liquidated Damages Notice to pay the amount of Liquidated Damages specified therein. If such Liquidated Damages remain unpaid, Owner shall have the right, but not the obligation, to commence an action to collect Liquidated Damages from Construction Manager.
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The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs incurred due to negligence by the Construction Manager, which would cause the Guaranteed Maximum Price to be ~~exceeded~~ exceeded, shall be paid by the Construction Manager without reimbursement by the Owner.

...

§ 6.3.6 In processing Change Orders, the Construction Manager shall submit to the Architect a detailed breakdown of costs or credits resulting from a Change in the Work. In addition to the Construction Manager's costs, the breakdown shall include the cost of work performed by Subcontractors and Sub-Subcontractors as applicable for the Change Order. The costs or credits as applicable shall be properly itemized to include the following: (1) Quantities and unit costs of materials supplied and delivered to the job-site. (2) Man hours for labor and hourly rates for each trade classification of labor involved. (3) Direct Cost including the purchase and/or rental value of fuel, supplies, scaffolding, construction equipment, power tools, insurance, bond premiums and taxes where applicable.

PAGE 14

§ 7.1.1.1 No Change in the Work, whether initiated by the Owner, Architect, or Construction Manager, shall be binding on the Owner or entitle the Construction Manager to an adjustment in the Contract Sum or Contract Time without the Owner's prior written approval. Field Orders, Construction Change Directives, or verbal instructions shall not authorize any increase in the GMP or extension of the Contract Time unless confirmed in writing and signed by the Owner's authorized representative. The Construction Manager proceeds with any change at its own risk if written approval is not obtained.

...

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the ~~Work, and limited to the personnel and activities listed below:~~
~~*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*~~

Work.
PAGE 15

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay. Fees for building permits and inspections shall be paid directly by the Owner and excluded from the Construction Manager and subcontractor bids.
PAGE 17

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. All subcontracts and supply agreements shall require subcontractors and suppliers to provide warranties to the Construction Manager and Owner on the same terms and for the same duration as required under this Agreement, including the one-year warranty period

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for materials and workmanship. The Construction Manager shall be responsible for enforcing such warranties on behalf of the Owner.
PAGE 18

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
PAGE 19

Five percent (5%)
PAGE 20

Owner may elect to withhold releasing retainage as appropriate for punch list items that have not been completed.

...

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to ~~rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action~~ shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors or Owner's Representative acting in the sole interest of the Owner.

...

§ 11.2.2 Within 30 days ~~of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.~~after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 superseded those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.
PAGE 21

§ 11.2.3 ~~The~~ Notwithstanding any provision of this Agreement to the contrary, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

...

~~%~~ 13% per annum

...

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017
PAGE 23

1 month of general conditions. For purposes of this Agreement, "one month of general conditions" shall mean the reasonable costs necessary to maintain and manage the project site and support ongoing construction operations for a period of one (1) month. Such costs may include, but are not limited to, project supervision, temporary facilities and

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utilities, safety measures, site security, and other customary expenses required for the general administration and operation of the project site.
PAGE 24

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Two Million ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million ($ 2,000,000) per claim and Two Million ($ 2,000,000) in the aggregate.

...

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document ~~A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds,~~ A201-2017 Article 11, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in ~~AIA Document A133™–2019 Exhibit B,~~ A201-2017 Article 11, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)
PAGE 25

The Construction Manager shall maintain all insurance required under this Agreement, including Commercial General Liability, Automobile Liability, Workers' Compensation, and any other required coverages, in full force and effect from the commencement of the Work until Final Completion and for a period of not less than two (2) years thereafter to cover warranty obligations. The Owner and Architect shall be named as additional insureds on all liability policies on a primary and non-contributory basis.

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Performance and Payment Bonds shall each be in an amount equal to one hundred percent (100%) of the Guaranteed Maximum Price, as adjusted by Change Orders, and shall remain in effect until Final Completion and satisfaction of all warranty obligations. The surety shall be licensed to transact business in the state where the Project is located.

...

.3 AIA Document ~~A133™–2019, Exhibit B, Insurance and Bonds~~

~~.4 AIA Document~~ A201™–2017, General Conditions of the Contract for Construction

.4 Exhibit A: Construction Manager's proposal

~~.5 Building Information Modeling Exhibit, if completed:~~

~~.6~~ Other Exhibits:

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:34:12 ET on 10/24/2025 under Order No. 500010509_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Alpine Fire Station Remodel & Expansion
50 E 100 N
Alpine, UT 84004

THE OWNER:
(Name, legal status and address)

Alpine City
20 North Main
Alpine, UT
84004

THE ARCHITECT:
(Name, legal status and address)

Babcock Design, PLLC
52 Exchange Place
Salt Lake City, UT
84111

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction (the "Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the

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event of any inconsistency in the requirements of the Contract Documents, the document which requires the better quality or the greater quantity of Work shall be controlling.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The Contractor shall be responsible for causing the Work to be performed, and the Project to be completed in compliance with all laws, rules, regulations, ordinances and codes of any governmental authority having jurisdiction over the Project or the operation thereof upon completion and all rules and requirements imposed by the Owner and provided to the Contractor (hereinafter, "Laws").

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights, except to the extent granted to the Owner. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' or Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by registered or Certified mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties may agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner, only to the extent the Contractor is not aware of any inaccuracy in such information and would not have discovered any inaccuracy in the exercise of reasonable diligence, and the Contractor shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In such case, all costs incurred by the Owner in correcting such default or neglect shall be deducted from payments then or thereafter due the Contractor, and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the remaining unpaid balance of the Contract Sum is not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor shall deliver to Owner the Contractor's sworn statement for the Work, duly executed and acknowledged and in a form satisfactory to Owner, listing all Subcontracts (or indicating those portions of the Work that are yet to be let) and the amount of each subcontract.

§ 3.1.5 Contractor shall comply with all reporting requirements on behalf of Owner as may apply to the construction of the Work which are imposed pursuant to the loans on the Project, provided Owner gives written notice to Contractor that describes the reporting requirements Contractor must comply with.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Contractor acknowledges that it has visited the site of the Work and has performed such reasonable and non-invasive investigations thereof as Contractor has deemed necessary to satisfy itself with respect to all the local conditions affecting the Contract, including the structure of the ground, the obstacles which may be encountered, and all other conditions relative to the Work to be performed. Contractor agrees that it shall not be allowed any extra compensation by reason of any difficulties or obstacles which Contractor should have reasonably discovered or reasonably anticipated prior to the execution of the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 On all Project Drawings, figures take precedence over measurement by scale, and any scaling is done at Contractor's own risk. The Architect shall decide on questions that may arise regarding the meaning and intent of the Project Drawings and Project Specifications. Should Contractor discover that any details or figures have been omitted which are necessary to a clear understanding of the Work, or should Contractor discover discrepancies between the Project Drawings and the Project Specifications or discover errors in either, the Contractor shall notify the Architect and Owner of such omissions, errors, or discrepancies, and in no case proceed in uncertainty. Mistakes resulting from Contractor's neglect to notify the Architect in such matters shall be corrected at the expense of Contractor.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, but in any case at least the skill and attention of a reasonable contractor experienced with projects similar to the Project. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall at all times staff the Project adequately for high quality management and construction work. The Contractor shall have competent supervision continuously on the job during work hours and readily available at all times upon call.

§ 3.3.5 The Contractor shall at all times make provisions to protect the existing building(s) and improvement(s) (if any) on the Project site and completed Work from damage due to the Work or due to the weather.

§ 3.3.6 The Owner or its approved representative (heretofore referred to as Owner's Representative) shall have access to the Work site and all Work. No supervision or inspection by the Owner or the Owner's Representative, nor the authority to act nor any other actions taken by the Owner's Representative shall relieve the Contractor of any of its obligations under the Contract Documents or give rise to any duty on the part of the Owner.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. No materials, supplies or equipment for the performance of the Work shall be purchased by the Contractor or its Subcontractors subject to any mortgage, security interest, conditional sale contract, or other agreement by which any interest therein or in any part thereof is retained by the seller, vendor or supplier.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require, and free from failure under ordinary usage or permit. Work, materials, or equipment not conforming to these requirements including substitutions not approved by the Owner, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1.1 All warranties provided in the Contract and all provision for corrections of Work in Article 12 herein shall include Work of Subcontractors and sub-subcontractors, materialmen and suppliers. If the Contract Documents impose any limitations on the time in which remedies may be sought for breach of warranty or of the Contractor's obligation to correct Work, then such limitations shall not apply to latent defects in the Work nor to any specific warranties contained in or required by any of the Contract Documents. The Contractor shall be responsible for any costs or expenses arising in connection with or as a result of any defective or nonconforming Work, including, without limitation, the fees for any additional professional services of the Architect, or other consultants retained by the Owner, necessitated thereby.

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§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Fees for building permits and inspections shall be paid directly by the Owner and excluded from the Contractor and subcontractor bids.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.4.1 When active utility services are encountered in the Work, Contractor shall protect, brace and support existing active sewers, gas, electric or other services where required for proper execution of the Work. If existing active services are encountered that require relocation, Contractor shall make request in writing for determination. Contractor shall not proceed with such Work until written directions are received and shall not prevent or disturb operation of active services that are to remain.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied as provided for in Contract Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 Allowances may be re-allocated as necessary during construction and shall be tracked on the schedule of values. Use of allowances shall be approved by Owner in writing through an Allowance Use Request. Any remaining allowances at the end of the project shall be returned to the Owner.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity;(3) the time required for completion of each portion of the Work; (4) Clearly identified critical path items, inspections, and long-lead procurement items necessary to meet project milestones; (5) Weather contingency days, including a pre-allocated allowance of 5 days for inclement weather such as snow or other adverse conditions. Weather days shall be clearly defined and tracked separately to ensure transparency. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The Contractor shall notify the Architect of upcoming high-priority submittals . The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Notwithstanding the foregoing, Contractor's submittals to the Architect under this Section 3.10.2 shall be deemed approved if not accepted upon by acceptance or amendment by the Architect within fifteen (15) working days of submittal.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The delivery of such records to the Architect or Owner shall not be deemed to constitute acceptance of, or a waiver of any rights or Claims arising from, any deviation from the Contract Documents or approved Shop Drawings, or in any way relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

§ 3.11.2 Wherever a manufacturer's printed specifications or instructions are made a part of the Specifications by reference or otherwise, the Contractor shall upon demand furnish copies of such specifications and instructions to the Architect.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents unless the Contractor knows or reasonably should have known of an error or inadequacy in the same. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts charged by the Architect for evaluation of additional resubmittals.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, including attorneys' fees incurred in connection therewith or with the enforcement of this paragraph. but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if the Contractor knows or has reason to believe that the required design, process or product is or utilizes an infringement of a copyright or patent the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and each of its elected and appointed officials, agents and employees. Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. The Contractor, furthermore, agrees to obtain, maintain, and pay for such general liability coverage and endorsements (including product and completed operations coverage) in accordance with the requirements set forth in Exhibit A in order to insure the provisions of this paragraph, subject to the standard exclusions included within the Contractor's insurance coverage. Contractor agrees to reimburse the Owner for all costs and disbursements, including attorney' fees, paid or incurred to enforce the provisions of this paragraph.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 Conflicts of Interest of Contractor

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in its performance of the Contract, no person having any conflicting interest shall be employed. Any conflicting interest on the part of Contractor or its employees will be disclosed to Owner.

§ 3.20 Suspension/Debarment Certification

Contractor certifies that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project, or any other federal programs.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall ordinarily be through the Architect. Communications by and with Subcontractors and suppliers shall ordinarily be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Notwithstanding any other provisions herein to the contrary, the Owner may communicate at any time with any party, provided that the Owner shall not give direction concerning the Work to Subcontractors without prior consultation with the Contractor.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect and the Owner each have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and

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completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect's review of any submittal shall be limited to two reviews without additional compensation. Any subsequent review of the same submittal due to incomplete or non-conforming submissions by the Contractor shall result in additional compensation for the Architect, which shall be borne by the Contractor. The Contractor shall ensure that all submittal packages are complete, accurate, and conform to the requirements of the Contract Documents prior to submission. This limitation is intended to avoid unnecessary delays and improve the quality and efficiency of the submittal process.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect and the Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Except as accepted by Owner by written notice pursuant to this Section 5.4, no subcontract shall create any contractual or quasi-contractual relationship between Owner and any subcontractor or sub-subcontractor by virtue of

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any subcontract agreement

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent or reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by prior written consent of the Owner pursuant to a valid Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner and Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

(Paragraph deleted)

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 ~~The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount~~ payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, copies of subcontractor pay requests and invoices, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Contractor shall provide to Owner lien waivers (which may be conditioned upon receipt of payment) executed by the Contractor for all Work covered by the current Application for Payment, and unconditional lien waivers executed by the Contractor and all Subcontractors, Sub-subcontractors, and suppliers for all prior Applications for Payment. Owner's obligation to pay, and Contractor's right to receive, any progress payment shall be contingent upon Owner's receipt of the foregoing in form and substance reasonably satisfactory to Owner, its

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investors and lenders. With the final application for payment, the Contractor shall furnish final lien waivers to the Owner for all Work furnished by the Contractor, Subcontractors, Sub-subcontractors, material suppliers, or other persons furnishing labor or materials for the Work, as a condition to Owner's obligation to make the Final Payment. This paragraph shall not limit other obligations of the Contractor under the Contract Documents to provide lien waivers.

§ 9.3.1.4 Applications for Payment shall be submitted on AIA Documents G702 and G703 or other forms approved by the Owner. On the standard form for each Certificate for Payment, the Contractor shall also certify that all bills and/or Subcontractors have been paid for which previous Certificates of Payment have been issued and upon which payment has been made; if partial payment has been made, then Contractor shall identify payments made to Subcontractors and suppliers.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, , be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, and the Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner, which Certificate shall be subject to Owner's prior approval. The Architect may also withhold a Certificate for Payment or, because of

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subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment or to obtain lien waivers required by the Contract Documents;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated or material failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification or payment are removed, certification or payment, as applicable, will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect, unless Owner elects to withhold payment pursuant to Section 9.5.1.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Contractor shall not issue any payments to Subcontractors until receipt of fully executed lien waivers with respect to completed Work for which payment has been received by the Subcontractor. It is understood and agreed that checks to Subcontractors shall be issued by Contractor, and not Owner, Contractor shall promptly advise Owner of any claims or demand by a Subcontractor claiming that any amount is overdue to such Subcontractor or claiming any default by Contractor in any of its obligations to such Subcontractor.The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.4.1 Lien Waivers
§ 9.6.4.1.1 Conditional Waivers When requested by Owner, Contractor shall, with its Application for Payment, deliver
to Owner waivers of mechanic's lien and/or materialman's lien from itself, which waivers shall waive any mechanic's lien or similar payment claim through the date of the Application for Payment, conditioned only upon receipt of the payment amount recited therein and shall otherwise be in a form acceptable to Owner.

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§ 9.6.4.1.2 Unconditional Waivers – Trailing Waivers Contractor shall, with each Application for Payment, deliver to Owner waivers of mechanic's lien and/or materialman's lien from itself and from all Subcontractors and material suppliers furnishing labor and/or materials to the Project, which waivers shall unconditionally waive any mechanic's lien or similar payment claim through the date of the previous Application for Payment and shall be in a form acceptable to Owner.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner, and the lenders from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor, Subsubcontractors, material suppliers, rental equipment providers, laborers, and any other persons or entities furnishing labor, material, skill, or equipment in connection with the Work relating to Work for which Contractor received payment from Owner. Contractor is not responsible for liens or claims made by Separate Contractors of the Owner not covered by the Contract or hired by the Contractor.

§ 9.6.9 If a mechanics' lien is filed by any Subcontractor, Subsubcontractor, supplier, rental equipment provider, laborer, or any other person or entity furnishing labor, material, skill equipment, or other lienable services in connection with the Work, and provided that the Owner is not in breach of its payment obligations to Contractor under the Contract Documents, Contractor will within thirty (30) days after the lien is filed (or such shorter period as is necessary to avoid a default on the Loans or a material delay to disbursement of proceeds of the Loans), at the Contractor's election, either (a) cause the claimant to be paid in full and the lien to be satisfied and released of record or (b) make a cash deposit equal to one hundred fifty percent (150%) of each lien in separate escrow accounts held by [title company] on behalf of Owner, and the Lenders, as security for the payment of such lien. The form of the escrow agreement will be reasonably acceptable to Owner and the Lenders, and will allow for the escrowed funds to be used to satisfy the lien in the event that the Contractor shall fail to successfully defend against the lien or cause it to be satisfied. The escrow deposit required by this paragraph shall be in addition to Contractor's obligations to indemnify, defend, and hold harmless the Owner, the Lenders, and the Limited Partner pursuant to Section 9.6.8.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding anything else contained in the Contract, the parties agree that Substantial Completion shall not be deemed to have occurred until both (a) the Architect has issued a Certificate of Substantial Completion in accordance with the terms and conditions of the Contract and (b) to the extent applicable, the City has

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issued a certificate of occupancy for the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (7) all written warranties, product manuals, operating instructions and other close-out documents required by the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- .5 the Contractor's indemnity and defense obligations pursuant to this Contract.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

10.1.1The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.1.2 The Contractor shall comply with all applicable Laws regarding work site safety and industrial hygiene. Notwithstanding any language in the Contract Documents to the contrary, the Owner shall have no responsibility to the Contractor, its employees, agents, subcontractors, sub-subcontractors or suppliers for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to any other party.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

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When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for and indemnify, defend and hold harmless the Owner from and against the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, (2) for remediation of a release of hazardous materials or substances in excess of de minimis amounts permitted under applicable Law caused by Contractor, except to the extent such release occurred solely by reason of performing Work as required by the Contract Document or (3) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

(Paragraphs deleted)

§ 11.1.2 Such insurance will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

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.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.3 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.4 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.4.5 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Subcontractor Default Insurance is not an acceptable alternative to performance and payment bonds.

§ 11.1.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.7 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner may elect to solicit quotes from both their own resources as well as from the Contractor for a builder's risk policy.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any

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dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty, except with respect to latent defects not known to the Owner in the one-year period for correction. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing, except as otherwise expressly provided in the Contract Documents. Neither the approval of any Application for Payment, the making of any payment, the giving of any approval or consent, the use or occupancy of the Work, or any part thereof, the making of final payment, or any other action or inaction on the part of the Owner or Architect shall constitute a waiver of claims by the Owner or an acceptance of any Work which is not in accordance with the Contract Documents. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the representations of the Owner or Architect, or by inspections, tests, or approvals required or performed by the Owner or Architect or anyone else.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 ~~The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through~~ no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit on the Work completed to date, but not for lost profit on Work that is never performed as a result of the termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly or materially refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed prior to such termination, including reasonable overhead and profit on such Work and out-of-pocket expenses incurred directly; by reason of the termination; but in no event shall Contractor be entitled to payment of overhead and profit on Work that is never performed as a result of the termination. The Owner may terminate this Contract without any cost liability at any time prior to Owner's delivery of a written notice to proceed to the Contractor.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility

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to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal in the area where the Project is located, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may request mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Alpine, UT 84004

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Alpine City
20 North Main
Alpine, UT
84004

...

Babcock Design, PLLC
52 Exchange Place
Salt Lake City, UT
84111

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The Contract Documents form the Contract for ~~Construction.~~ Construction (the "Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of any inconsistency in the requirements of the Contract Documents, the document which requires the better quality or the greater quantity of Work shall be controlling.

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§ 1.2.4 The Contractor shall be responsible for causing the Work to be performed, and the Project to be completed in compliance with all laws, rules, regulations, ordinances and codes of any governmental authority having jurisdiction over the Project or the operation thereof upon completion and all rules and requirements imposed by the Owner and provided to the Contractor (hereinafter, "Laws").

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§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including ~~copyrights.~~ copyrights, except to the extent granted to the Owner. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' or Owner's reserved rights.

...

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by registered or Certified mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

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The parties ~~shall~~ may agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

...

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. ~~If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the ~~Owner but~~ Owner, only to the extent the Contractor is not aware of any inaccuracy in such information and would not have discovered any inaccuracy in the exercise of reasonable diligence, and the Contractor shall exercise proper precautions relating to the safe performance of the Work.

...

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner

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to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect~~ In such case, all costs incurred by the Owner in correcting such default or neglect shall be deducted from payments then or thereafter due the Contractor, and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If ~~current and future payments are~~ the remaining unpaid balance of the Contract Sum is not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 3.1.4 The Contractor shall deliver to Owner the Contractor's sworn statement for the Work, duly executed and acknowledged and in a form satisfactory to Owner, listing all Subcontracts (or indicating those portions of the Work that are yet to be let) and the amount of each subcontract.

§ 3.1.5 Contractor shall comply with all reporting requirements on behalf of Owner as may apply to the construction of the Work which are imposed pursuant to the loans on the Project, provided Owner gives written notice to Contractor that describes the reporting requirements Contractor must comply with.

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Contractor acknowledges that it has visited the site of the Work and has performed such reasonable and non-invasive investigations thereof as Contractor has deemed necessary to satisfy itself with respect to all the local conditions affecting the Contract, including the structure of the ground, the obstacles which may be encountered, and all other conditions relative to the Work to be performed. Contractor agrees that it shall not be allowed any extra compensation by reason of any difficulties or obstacles which Contractor should have reasonably discovered or reasonably anticipated prior to the execution of the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the~~ The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.5 On all Project Drawings, figures take precedence over measurement by scale, and any scaling is done at Contractor's own risk. The Architect shall decide on questions that may arise regarding the meaning and intent of the Project Drawings and Project Specifications. Should Contractor discover that any details or figures have been omitted which are necessary to a clear understanding of the Work, or should Contractor discover discrepancies between the Project Drawings and the Project Specifications or discover errors in either, the Contractor shall notify the Architect and Owner of such omissions, errors, or discrepancies, and in no case proceed in uncertainty. Mistakes resulting from Contractor's neglect to notify the Architect in such matters shall be corrected at the expense of Contractor.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and ~~attention.~~ attention, but in any
case at least the skill and attention of a reasonable contractor experienced with projects similar to the Project. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.4 The Contractor shall at all times staff the Project adequately for high quality management and construction work. The Contractor shall have competent supervision continuously on the job during work hours and readily available at all times upon call.

§ 3.3.5 The Contractor shall at all times make provisions to protect the existing building(s) and improvement(s) (if any) on the Project site and completed Work from damage due to the Work or due to the weather.

§ 3.3.6 The Owner or its approved representative (heretofore referred to as Owner's Representative) shall have access to the Work site and all Work. No supervision or inspection by the Owner or the Owner's Representative, nor the authority to act nor any other actions taken by the Owner's Representative shall relieve the Contractor of any of its obligations under the Contract Documents or give rise to any duty on the part of the Owner.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. No materials, supplies or equipment for the performance of the Work shall be purchased by the Contractor or its Subcontractors subject to any mortgage, security interest, conditional sale contract, or other agreement by which any interest therein or in any part thereof is retained by the seller, vendor or supplier.

...

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents ~~require~~ require, and free from failure under ordinary usage or permit. Work, materials, or equipment not conforming to these requirements including substitutions not approved by the Owner, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1.1 All warranties provided in the Contract and all provision for corrections of Work in Article 12 herein shall include Work of Subcontractors and sub-subcontractors, materialmen and suppliers. If the Contract Documents impose any limitations on the time in which remedies may be sought for breach of warranty or of the Contractor's obligation to correct Work, then such limitations shall not apply to latent defects in the Work nor to any specific warranties contained in or required by any of the Contract Documents. The Contractor shall be responsible for any costs or expenses arising in connection with or as a result of any defective or nonconforming Work, including, without limitation, the fees for any additional professional services of the Architect, or other consultants retained by the Owner, necessitated thereby.

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§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure ~~and pay for~~ the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Fees for building permits and inspections shall be paid directly by the Owner and excluded from the Contractor and subcontractor bids.

...

§ 3.7.4.1 When active utility services are encountered in the Work, Contractor shall protect, brace and support existing active sewers, gas, electric or other services where required for proper execution of the Work. If existing active services are encountered that require relocation, Contractor shall make request in writing for determination. Contractor shall not proceed with such Work until written directions are received and shall not prevent or disturb operation of active services that are to remain.

...

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied ~~for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.~~as provided for in Contract Documents.

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§ 3.8.4 Allowances may be re-allocated as necessary during construction and shall be tracked on the schedule of values. Use of allowances shall be approved by Owner in writing through an Allowance Use Request. Any remaining allowances at the end of the project shall be returned to the Owner.

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction ~~activity; and (3)~~ activity;(3) the time required for completion of each portion of the ~~Work.~~ Work; (4) Clearly identified critical path items, inspections, and long-lead procurement items necessary to meet project milestones; (5) Weather contingency days, including a pre-allocated allowance of 5 days for inclement weather such as snow or other adverse conditions. Weather days shall be clearly defined and tracked separately to ensure transparency. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The Contractor shall notify the Architect of upcoming high-priority submittals . The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Notwithstanding the foregoing, Contractor's submittals to the Architect under this Section 3.10.2 shall be deemed approved if not accepted upon by acceptance or amendment by the Architect within fifteen (15) working days of submittal.

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~~The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and~~

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~~similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.~~§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The delivery of such records to the Architect or Owner shall not be deemed to constitute acceptance of, or a waiver of any rights or Claims arising from, any deviation from the Contract Documents or approved Shop Drawings, or in any way relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

§ 3.11.2 Wherever a manufacturer's printed specifications or instructions are made a part of the Specifications by reference or otherwise, the Contractor shall upon demand furnish copies of such specifications and instructions to the Architect.

...

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract ~~Documents.~~ Documents unless the Contractor knows or reasonably should have known of an error or inadequacy in the same. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

...

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts charged by the Architect for evaluation of additional resubmittals.

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, including attorneys' fees incurred in connection therewith or with the enforcement of this paragraph. but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if the Contractor knows or has reason to believe that

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the required design, process or product is or utilizes an infringement of a copyright or patent ~~is discovered by, or made known to, the Contractor,~~ the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall ~~indemnify and hold harmless the Owner,~~ indemnify, defend and hold harmless the Owner, and each of its elected and appointed officials, agents and employees. Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. The Contractor, furthermore, agrees to obtain, maintain, and pay for such general liability coverage and endorsements (including product and completed operations coverage) in accordance with the requirements set forth in Exhibit A in order to insure the provisions of this paragraph, subject to the standard exclusions included within the Contractor's ~~insurance coverage. Contractor agrees to reimburse the Owner for all costs and disbursements, including attorney'~~ fees, paid or incurred to enforce the provisions of this paragraph.

...

§ 3.19 Conflicts of Interest of Contractor
Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in its performance of the Contract, no person having any conflicting interest shall be employed. Any conflicting interest on the part of Contractor or its employees will be disclosed to Owner.

§ 3.20 Suspension/Debarment Certification
Contractor certifies that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project, or any other federal programs.

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§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

...

~~The Owner and Contractor shall~~ Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall ordinarily be through the Architect. Communications by and with Subcontractors and suppliers shall ordinarily be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Notwithstanding any other provisions herein to the contrary, the Owner may communicate at any time with any party, provided that the Owner shall not give direction concerning the Work to Subcontractors without prior consultation with the Contractor.

...

§ 4.2.6 The Architect ~~has~~ and the Owner each have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require

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inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions ~~or~~ or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect's review of any submittal shall be limited to two reviews without additional compensation. Any subsequent review of the same submittal due to incomplete or non-conforming submissions by the Contractor shall result in additional compensation for the Architect, which shall be borne by the Contractor. The Contractor shall ensure that all submittal packages are complete, accurate, and conform to the requirements of the Contract Documents prior to submission. This limitation is intended to avoid unnecessary delays and improve the quality and efficiency of the submittal process.
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§ 4.2.9 The Architect and the Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

...

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Contractor.~~ the Owner. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such ~~rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.~~ rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed

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Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be ~~bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents.~~ bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

...

§ 5.4.4 Except as accepted by Owner by written notice pursuant to this Section 5.4, no subcontract shall create any contractual or quasi-contractual relationship between Owner and any subcontractor or sub-subcontractor by virtue of any subcontract agreement

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall ~~constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed~~ construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent.~~apparent or reasonably discoverable.

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by prior written consent of the Owner pursuant to a valid Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

...

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner and Architect;

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~~**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, copies of subcontractor pay requests and invoices, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

...

§ 9.3.1.3 Contractor shall provide to Owner lien waivers (which may be conditioned upon receipt of payment) executed by the Contractor for all Work covered by the current Application for Payment, and unconditional lien waivers executed by the Contractor and all Subcontractors, Sub-subcontractors, and suppliers for all prior Applications for Payment. Owner's obligation to pay, and Contractor's right to receive, any progress payment shall be contingent upon Owner's receipt of the foregoing in form and substance reasonably satisfactory to Owner, its

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investors and lenders. With the final application for payment, the Contractor shall furnish final lien waivers to the Owner for all Work furnished by the Contractor, Subcontractors, Sub-subcontractors, material suppliers, or other persons furnishing labor or materials for the Work, as a condition to Owner's obligation to make the Final Payment. This paragraph shall not limit other obligations of the Contractor under the Contract Documents to provide lien waivers.

§ 9.3.1.4 Applications for Payment shall be submitted on AIA Documents G702 and G703 or other forms approved by the Owner. On the standard form for each Certificate for Payment, the Contractor shall also certify that all bills and/or Subcontractors have been paid for which previous Certificates of Payment have been issued and upon which payment has been made; if partial payment has been made, then Contractor shall identify payments made to Subcontractors and suppliers.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, ~~to the best of the Contractor's knowledge, information, and belief,~~ be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, and the Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the ~~Owner.~~ Owner, which Certificate shall be subject to Owner's prior approval. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or ~~equipment;~~equipment or to obtain lien waivers required by the Contract Documents;

...

.7 repeated or material failure to carry out the Work in accordance with the Contract Documents.

...

§ 9.5.3 When the reasons for withholding certification or payment are removed, certification or payment, as applicable, will be made for amounts previously withheld.

...

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the ~~Architect.~~Architect, unless Owner elects to withhold payment pursuant to Section 9.5.1.

...

§ 9.6.4 ~~The~~ Contractor shall not issue any payments to Subcontractors until receipt of fully executed lien waivers with respect to completed Work for which payment has been received by the Subcontractor. It is understood and agreed that checks to Subcontractors shall be issued by Contractor, and not Owner, Contractor shall promptly advise Owner

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of any claims or demand by a Subcontractor claiming that any amount is overdue to such Subcontractor or claiming any default by Contractor in any of its obligations to such Subcontractor.The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.4.1 Lien Waivers
§ 9.6.4.1.1 Conditional Waivers When requested by Owner, Contractor shall, with its Application for Payment, deliver
to Owner waivers of mechanic's lien and/or materialman's lien from itself, which waivers shall waive any mechanic's lien or similar payment claim through the date of the Application for Payment, conditioned only upon receipt of the payment amount recited therein and shall otherwise be in a form acceptable to Owner.

§ 9.6.4.1.2 Unconditional Waivers – Trailing Waivers Contractor shall, with each Application for Payment, deliver to Owner waivers of mechanic's lien and/or materialman's lien from itself and from all Subcontractors and material suppliers furnishing labor and/or materials to the Project, which waivers shall unconditionally waive any mechanic's lien or similar payment claim through the date of the previous Application for Payment and shall be in a form ~~acceptable to Owner.~~
PAGE 30

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the ~~Owner~~ Owner, and the lenders from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any ~~Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.~~Subcontractor, Subsubcontractors, material suppliers, rental equipment providers, laborers, and any other
persons or entities furnishing labor, material, skill, or equipment in connection with the Work relating to Work for which Contractor received payment from Owner. Contractor is not responsible for liens or claims made by Separate Contractors of the Owner not covered by the Contract or hired by the Contractor.

§ 9.6.9 If a mechanics' lien is filed by any Subcontractor, Subsubcontractor, supplier, rental equipment provider, laborer, or any other person or entity furnishing labor, material, skill equipment, or other lienable services in connection with the Work, and provided that the Owner is not in breach of its payment obligations to Contractor under the Contract Documents, Contractor will within thirty (30) days after the lien is filed (or such shorter period as is necessary to avoid a default on the Loans or a material delay to disbursement of proceeds of the Loans), at the Contractor's election, either (a) cause the claimant to be paid in full and the lien to be satisfied and released of record or (b) make a cash deposit equal to one hundred fifty percent (150%) of each lien in separate escrow accounts held by [title company] on behalf of Owner, and the Lenders, as security for the payment of such lien. The form of the escrow agreement will be reasonably acceptable to Owner and the Lenders, and will allow for the escrowed funds to be used to satisfy the lien in the event that the Contractor shall fail to successfully defend against the lien or cause it to be satisfied. The escrow deposit required by this paragraph shall be in addition to Contractor's obligations to indemnify, defend, and hold harmless the Owner, the Lenders, and the Limited Partner pursuant to Section 9.6.8.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding anything else contained in the Contract, the parties agree that Substantial Completion shall not be deemed to have occurred until both (a) the Architect has issued a Certificate of Substantial Completion in accordance with the terms and conditions of the Contract and (b) to the extent applicable, the City has issued a certificate of occupancy for the Project.
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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in ~~effect,~~ effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated ~~by the Owner.~~ by the Owner and (7) all written warranties, product manuals, operating instructions and other close-out documents required by the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

...

.5 the Contractor's indemnity and defense obligations pursuant to this Contract.

...

~~The~~ 10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.1.2 The Contractor shall comply with all applicable Laws regarding work site safety and industrial hygiene. Notwithstanding any language in the Contract Documents to the contrary, the Owner shall have no responsibility to the Contractor, its employees, agents, subcontractors, sub-subcontractors or suppliers for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to any other party.

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§ 10.3.5 The Contractor shall reimburse the Owner for and indemnify, defend and hold harmless the Owner from and against the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, ~~or (2)~~ (2) for remediation of a release of hazardous materials or substances in excess of de minimis amounts permitted under applicable Law caused by Contractor, except to the extent such release occurred solely by reason of performing Work as required by the Contract Document or (3) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

...

~~**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

§ 11.1.2 Such insurance will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.3 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.4 ~~Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.4.5 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Subcontractor Default Insurance is not an acceptable alternative to performance and payment bonds.

§ 11.1.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.7 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner may elect to solicit quotes from both their own resources as well as from the Contractor for a builder's risk policy.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of ~~warranty.~~ warranty, except with respect to latent defects not known to the Owner in the one-year period for correction. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in ~~writing.~~ writing, except as otherwise expressly provided in the Contract Documents. Neither the approval of any Application for Payment, the making of any payment, the giving of any approval or consent, the use or occupancy of the Work, or any part thereof, the making of final payment, or any other action or inaction on the part of the Owner or Architect shall constitute a waiver of claims by the Owner or an acceptance of any Work which is not in accordance with the Contract Documents. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the representations of the Owner or Architect, or by inspections, tests, or approvals required or performed by the Owner or Architect or anyone else.

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract ~~Documents; or~~

~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~ Documents.

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, ~~as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such~~ including reasonable

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overhead and profit on the Work completed to date, but not for lost profit on Work that is never performed as a result of the termination.

...

.1 repeatedly or materially refuses or fails to supply enough properly skilled workers or proper materials;

...

.3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~executed prior to such termination, including reasonable overhead and profit on such Work and out-of-pocket expenses incurred directly; by reason of the termination; but in no event shall Contractor be entitled to payment of overhead and profit on Work that is never performed as a result of the termination. The Owner may terminate this Contract without any cost liability at any time ~~prior to Owner's delivery of a written notice to proceed to the Contractor.~~

PAGE 41

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~law.

...

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal ~~for the period of time,~~ in the area where the Project is located, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may ~~demand~~ request mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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_____

(Signed)

_____

(Title)

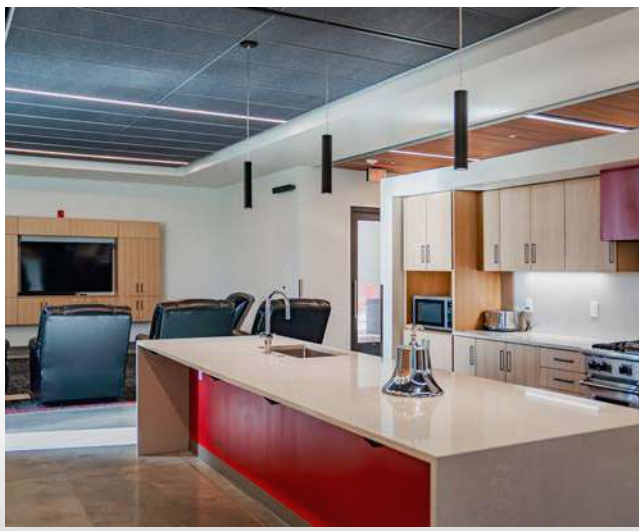
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ALPINE FIRE STATION NO. 202

ADDITION/REMODEL

Proposal for CM/GC Services

SIRQ construction

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A General Firm Qualifications & Capacity

B Project Team Organization & Qualifications

C Past Work & References

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E Risks & Value Added Services

F Agreement

SIRQ construction



"SIRQ's commonsense approach to problem-solving, paired with a professional and easy-going attitude, made the collaboration seamless and enjoyable. What stands out most is their clear dedication to delivering a high-quality final product. They are trustworthy, responsible, and focused on doing things the right way."

- Aaron Brems - Fire Chief (American Fork)

A

General Firm Qualifications & Capacity

A General Firm Qualifications & Capacity

Provide a brief statement that summarizes qualifications of the CM/GC in relation to the unique and general requirements of this project. Include firm's location, background, EMR, size, bonding ability, and demonstrated ability to perform required services.



SIRQ Construction is a Utah-based CM/GC firm headquartered in Lehi, with a long history of delivering high-performing civic and public safety facilities across the state. Fire stations are a core part of our portfolio, and we bring both the technical fluency and hands-on experience necessary to meet the unique requirements of this project.

Our team has successfully completed multiple fire station projects in recent years—including Lehi Fire Station #84, American Fork Fire Station #52, and Syracuse Fire Station #32—each of which demanded careful coordination with municipalities, architects, and facility users. This background ensures that we understand not only the specialized building systems and durability requirements, but also the operational needs of crews who depend on these facilities 24/7.

SIRQ maintains an Experience Modification Rate (EMR) below industry average, reflecting our commitment to safety for both our workforce and the communities we serve. Our bonding capacity exceeds $100 million aggregate and $50 million single-project, providing Alpine City with assurance of financial stability and project performance.

We are poised to deliver complex, multi-phase projects and we have the agility to stay responsive and collaborative. Our in-house estimating and scheduling teams support disciplined cost control and risk management, while our superintendents and project managers bring decades of fire station–specific expertise to the field.

Simply put, SIRQ offers the right mix of local presence, proven fire station experience, strong financial capacity, and a culture of collaboration. We are prepared to deliver the Lone Peak Fire Station addition and remodel with the certainty, quality, and professionalism the City expects.

SIRQ OFFICE LOCATIONS

HEADQUARTERS

3900 North Traverse Mountain Blvd
Suite #202
Lehi, UT 84048

SOUTHERN UTAH

1363 East 170 South
Suite #101
St. George, UT 84790

TERMINATION & DEBARMENT STATEMENT

SIRQ Construction certifies that neither the company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. We further certify that neither the company nor its principals have been terminated during the performance of a contract nor withdrawn from a contract to avoid termination.



"SIRQ has become an invaluable partner, allowing me to be confident, knowing the project will turn out great time after time."

- Doug Lund - President/CEO, Hogle Zoo

B

Proposed Project Team Organization & Qualifications

B Proposed Project Team Organization & Qualifications

Provide a chart that identifies the roles of each of the key individuals involved in each phase of the project and the geographical location where the work will be performed.

Organizational Chart

SIRQ CONSTRUCTION



BRET VARGASON
Project Executive

PRECONSTRUCTION



RICH AINSCOUGH
Sr. Estimator



BLAKE WEBSTER
Estimator

CONSTRUCTION



CONNOR MAGUET
Project Manager



STEVE GARN
Structural Superintendent



KAWIKA LEHMBERG
Project Engineer

Team Involvement & Geographic Location

List the percentage of time that each team member will be committed to this project.

Team Member & Role	Preconstruction Involvement % / Hours Week	Construction Involvement % / Hours Week	Geographic Location Work will be Performed
Bret Vargason Project Executive	20% / 8 Hours	20% / 8 Hours	SIRQ Lehi Office
Rich Ainscough Sr. Estimator	75% / 30 Hours	5% / 2 Hours	SIRQ Lehi Office
Blake Webster Estimator	75% / 30 Hours	5% / 2 Hours	SIRQ Lehi Office
Connor Maguet Project Manager	50% / 20 Hours	100% / 40+ Hours	Onsite
Steve Garn Structural Superintendent	10% / 4 Hours	100% / 40+ Hours	Onsite
Kawika Lehmberg Project Engineer	10% / 4 Hours	100% / 40+ Hours	Onsite

Provide resumes for all key individuals on the proposed project team outlining qualifications, education and specific experience and expertise related to fire station construction. List current work commitments to other projects or activities in sufficient detail to indicate that individuals assigned to the proposed project will be able to meet time commitments.



BRET VARGASON

Project Executive

30
Total Years Experience

3
Years with SIRQ

EDUCATION
BS in Construction Management - BYU

RELEVANT EXPERIENCE

AMERICAN FORK FIRE STATION #52 American Fork, UT
$9M | 16,550sf
3 Apparatus Bays, 6 Dorm Rooms, 6-Lane Indoor Shooting Range, Flex Space, Kitchen, Outdoor Patio, Fitness Room, Offices, Interview Rooms

LEHI FIRE STATION #84 Lehi, UT
$12M | 17,141sf
4 Apparatus Bays, 9 Dorm Rooms, Day Room, Kitchen & Dining, Training & Meeting Room, Support Spaces

SYRACUSE FIRE STATION #32 Syracuse, UT
$11M | 17,137sf
4 Apparatus Bays, 10 Dorm Rooms, Administrative Offices, Fitness Area, Kitchen & Dining, Support Spaces

CURRENT WORK COMMITMENTS
As Project Executive, Bret oversees multiple ongoing initiatives, balancing high-level strategic responsibilities across the organization. For this project, SIRQ has formally allocated 20% of his time, ensuring he is able to provide dedicated leadership, oversight, and executive guidance. This commitment meets the project's requirements without compromising his other responsibilities.



CONNOR MAGUET

Project Manager

8
Total Years Experience

4
Years with SIRQ

EDUCATION
BS in Construction & Facilities Management - BYU

SYRACUSE FIRE STATION #32 Syracuse, UT
$11M | 17,137sf
4 Apparatus Bays, 10 Dorm Rooms, Administrative Offices, Fitness Area, Kitchen & Dining, Support Spaces

UNIVERSITY OF UTAH PUBLIC SAFETY BUILDING Salt Lake City, UT
$12M | 25,000sf
4 Apparatus Bays, 10 Dorm Rooms, Administrative Offices, Fitness Area, Kitchen & Dining, Support Spaces

CURRENT WORK COMMITMENTS
Connor's current project is scheduled for completion in early 2026, positioning him to seamlessly transition to the Alpine Fire Station project. His workload also allows him to actively contribute to preconstruction efforts, ensuring continuity and added value.



STEVE GARN

Structural Superintendent

25
Total Years Experience

6
Years with SIRQ

EDUCATION
OSHA 30-Hour
SWPPP Training

RELEVANT EXPERIENCE

SYRACUSE FIRE STATION #32 Syracuse, UT
$11M | 17,137sf
4 Apparatus Bays, 10 Dorm Rooms, Administrative Offices, Fitness Area, Kitchen & Dining, Support Spaces

SOUTH JORDAN POLICE & FIRE STATION #64 South Jordan, UT*
$12M | 30,000sf
This project combined a fire station, police substation, city administration, and community/training space.

**Completed with a prior employer*

CURRENT WORK COMMITMENTS

Steve's current project is scheduled for completion in March 2026, allowing for a seamless transition to the Payson Fire Station project. His workload also provides the flexibility to be engaged in preconstruction activities, supporting project success from the outset.



KAWIKA LEHMBERG

Project Engineer

12
Total Years Experience

4
Years with SIRQ

EDUCATION
BS in Construction Management - Utah Valley University

RELEVANT EXPERIENCE

AMERICAN FORK FIRE STATION #52 American Fork, UT
$9M | 16,550sf
3 Apparatus Bays, 6 Dorm Rooms, 6-Lane Indoor Shooting Range, Flex Space, Kitchen, Outdoor Patio, Fitness Room, Offices, Interview Rooms

LEHI FIRE STATION #84 Lehi, UT
$12M | 17,141sf
4 Apparatus Bays, 9 Dorm Rooms, Day Room, Kitchen & Dining, Training & Meeting Room, Support Spaces

SYRACUSE FIRE STATION #32 Syracuse, UT
$11M | 17,137sf
4 Apparatus Bays, 10 Dorm Rooms, Administrative Offices, Fitness Area, Kitchen & Dining, Support Spaces

CURRENT WORK COMMITMENTS

Kawika's current assignment, the Utah Autism Academy, is scheduled for completion inSpring 2026. This timing enables a smooth transition to the Alpine Fire Station project. His current workload also allows him to participate in preconstruction activities, contributing valuable expertise early in the process.



RICH AINSCOUGH

Sr. Estimator

36
Total Years Experience

7
Years with SIRQ

EDUCATION
BS Business Administration & Marketing - Utah State University

RELEVANT EXPERIENCE

AMERICAN FORK FIRE STATION #52 American Fork, UT
$9M | 16,550sf
3 Apparatus Bays, 6 Dorm Rooms, 6-Lane Indoor Shooting Range, Flex Space, Kitchen, Outdoor Patio, Fitness Room, Offices, Interview Rooms

LEHI FIRE STATION #84 Lehi, UT
$12M | 17,141sf
4 Apparatus Bays, 9 Dorm Rooms, Day Room, Kitchen & Dining, Training & Meeting Room, Support Spaces

SYRACUSE FIRE STATION #32 Syracuse, UT
$11M | 17,137sf
4 Apparatus Bays, 10 Dorm Rooms, Administrative Offices, Fitness Area, Kitchen & Dining, Support Spaces

CURRENT WORK COMMITMENTS
As Sr. Estimator, Rich is responsible for supporting multiple projects. Based on his current workload and availability, SIRQ has allocated him to this project at 75% in preconstruction, ensuring he can meaningfully contribute his expertise while continuing to fulfill his broader responsibilities.



BLAKE WEBSTER

Estimator

4
Total Years Experience

2
Years with SIRQ

EDUCATION
BS Construction and Facilities Management, Minor in Business Management - BYU

RELEVANT EXPERIENCE

SYRACUSE FIRE STATION #32 Syracuse, UT
$11M | 17,137sf
4 Apparatus Bays, 10 Dorm Rooms, Administrative Offices, Fitness Area, Kitchen & Dining, Support Spaces

LEHI FIRE STATION #84 Lehi, UT
$12M | 17,141sf
4 Apparatus Bays, 9 Dorm Rooms, Day Room, Kitchen & Dining, Training & Meeting Room, Support Spaces

SAN JUAN PUBLIC SAFETY BUILDING Monticello, UT
$21.5M | 60,000sf
Inmate Housing Upgrade, Corrections Support, Educational & Program Space, Judicial Enhancements, Infrastructure & Systems Upgrades

CURRENT WORK COMMITMENTS
As Estimator, Blake supports multiple projects at any given time, providing essential cost analysis and preconstruction support. Given his current workload and capacity, SIRQ has allocated him at 75% in preconstruction, ensuring he can contribute effectively while continuing to meet his other commitments.

Provide a matrix that indicates past project collaborations carried out by the proposed team personnel.



SYRACUSE FIRE STATION #32

Syracuse,UT
$11M | 17,000sf

Syracuse Fire Station #32 features four apparatus bays, ten dorm rooms, dedicated training space, administrative offices, and a fully equipped fitness area. Additional amenities include a kitchen, dining area, laundry, showers, and ample storage. The station was built for efficiency, durability, and the well-being of firefighters—reflecting Syracuse City's commitment to safety and service.



AMERICAN FORK FIRE STATION #52

American Fork, UT
$9M | 20,150sf

American Fork Fire Station #52 is designed to serve both fire and police departments in a growing community. It includes three large apparatus bays, six private dorm rooms, a six-lane indoor shooting range for year-round police training, and flexible space for training and meetings. The station also features a commercial kitchen, outdoor patio, fitness room, offices, and interview rooms.



LEHI FIRE STATION #84

Lehi, UT
$12M | 17,200sf

Lehi Fire Station #84 features four apparatus bays, nine private dorm rooms, a fitness and exercise room, and a spacious day room with an adjacent kitchen and dining area. The building also includes a 25–30 person training and meeting room, along with dedicated support spaces for equipment, storage, and operational functions.
Since opening in late 2024, Station 84 has dramatically improved response times, dropping from over 12 minutes to under 4½ minutes on the city's west side.



"I appreciate how SIRQ never cut corners. Even when unforeseen issues came up, they were creative and thoughtful in their suggestions and solutions. The project workmanship was excellent."

- Lissy Sarvela - Orem City Facilities Division Manager

Past Work & References

C Past Work & References

Provide descriptions of at least four recent and similar projects completed within the last 5 years. Provide a reference for each project listed who may be contacted for further information regarding the performance of the project team. Include names of contact, address, telephone number and email address.







SYRACUSE FIRE STATION 32

1200 W Bluff Road - Syracuse, UT 84075

$11M | 17,137sf

Completion Date: 6/20/2025
Construction Duration: 15 Months

The new 17,137sf Syracuse Fire Station #32 is designed to support the growing needs of the city's fire and emergency services. Built with both functionality and firefighter well-being in mind, the station provides the resources necessary for effective emergency response and community safety.

Key features include:

- Four apparatus bays
- Ten dorm rooms
- Training facilities to support continuous learning and skill development
- Administrative offices
- Fitness, dining, and kitchen areas
- Laundry, showers, and storage for equipment and gear

Designed with efficiency, resilience, and service in mind, Fire Station #32 reflects Syracuse's commitment to preparedness, safety, and community.

REFERENCE

Aaron Byington - Fire Chief / Syracuse
801.614.9607 | abyington@syracuseut.gov







AMERICAN FORK FIRE STATION 52

960 East 1750 North - American Fork, Utah 84062

$9.1M | 16,550sf

Completion Date: 10/12/2023
Construction Duration: 13 Months

The American Fork, Fire Station #52 is a modern 16,550sf facility built to support both fire and police services in a rapidly growing community. Designed with functionality and comfort in mind, the station enhances emergency response while fostering operational efficiency and team wellness.

The building features expansive apparatus bays for multiple emergency vehicles and six private dorm rooms to accommodate shift rotations. A standout element is the integrated six-lane indoor shooting range, dedicated to year-round police training. The facility also includes a training room and meeting space to support continuing education, planning, and inter-agency coordination.

To support daily life and well-being, the station offers a commercial-grade kitchen, an inviting outdoor cooking patio, and a fully equipped fitness room. Offices and interview rooms provide space for administration and private conversations, rounding out a facility that balances readiness with comfort and care for its personnel.

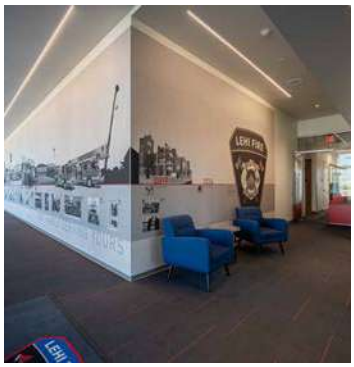
This station reflects the city's commitment to public safety, professional excellence, and the evolving needs of its first responders.

REFERENCE

Aaron Brems - Fire Chief / American Fork
801.404.6126 | abrems@afcity.net







LEHI FIRE STATION 84

1500 North 3600 West - Lehi, UT 84043

$12M | 17,141sf

Completion Date: 9/26/2024
Construction Duration: 13 Months

The 17,141sf Lehi Fire Station #84 features four apparatus bays, nine private dorm rooms, a fitness and exercise room, and a spacious day room with an adjacent kitchen and dining area to support daily operations and team wellness.

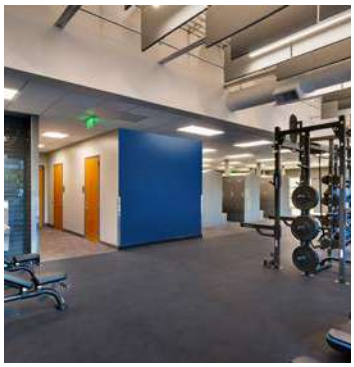
The building also includes a 25–30 person training and meeting room, along with dedicated support spaces for equipment, storage, and operational functions. Designed for efficiency, functionality, and future growth, Station 84 provides a high-performance environment for first responders while enhancing service delivery to the surrounding community.

REFERENCE

Jeremy Craft - Fire Chief / Lehi
385.312.4004 | jcraft@lehi-utah.gov







LEHI PUBLIC SAFETY BUILDING

153 N 100 E - Lehi, UT 84043

$14.1M | 44,000sf

Completion Date: 10/29/2020
Construction Duration: 17 Months

The Joseph D. Adams Public Safety Building serves as the headquarters for the Lehi City Police Department, providing a modern, secure, and functional space to support the city's public safety operations. The facility was designed to accommodate a full range of law enforcement needs and enhance community engagement.

Key features include administrative offices, secure interview rooms, holding areas, evidence processing and storage, training rooms, and a fully equipped fitness center and locker rooms for personnel. A large public community room is also integrated into the building, offering a space for outreach and civic events.

Construction highlights include structural steel framing, advanced security and communications systems, ballistic-rated assemblies, and secure vehicle access and parking.

REFERENCE

Steve Marchbanks - Facilities Director / Lehi City
801.385.201.1900 | smarchbanks@lehi-ut.gov



"SIRQ has been instrumental in taking Lehi city's vision and has made it a reality. The SIRQ team has gone above and beyond to make sure the project stayed on track and within budget. I would welcome the opportunity to work with SIRQ on any project in the future."

- Jeff Magnusson - Deputy Chief of Police, Lehi City

D

Management Plan

D Management Plan

Provide a plan demonstrating how your team will manage their responsibilities and scope of work as outlined. This plan should be a concise account of your approach to the project.

PRECONSTRUCTION SERVICES

We will begin preconstruction immediately upon award, with a focus on aligning the design team's progress with the City's February 2026 CD completion milestone. Our preconstruction process includes:

- **Dual GMP Strategy:** Because the project requires separate GMPs—one for the addition and one for the remodel—we will prepare parallel estimates, schedules, and constructability reviews. This ensures Alpine City has clear cost certainty on each phase while maintaining overall budget alignment with the FLCC.
- **Design Milestone Reviews:** At SD, DD, and CD, we will issue detailed estimates, risk registers, and constructability feedback for both scopes of work. Each review will include early bid packaging recommendations to accelerate procurement for long-lead items.
- **Phasing Logistics:** Our superintendent and preconstruction team will develop a phasing plan that enables firefighters to remain operational in the existing living quarters during construction of the addition, and then transition seamlessly once the new space is ready for occupancy.
- **Procurement Planning:** Early identification and ordering of long-lead items such as electrical gear, overhead doors, and mechanical units will be built into the preconstruction schedule, preventing supply chain delays.

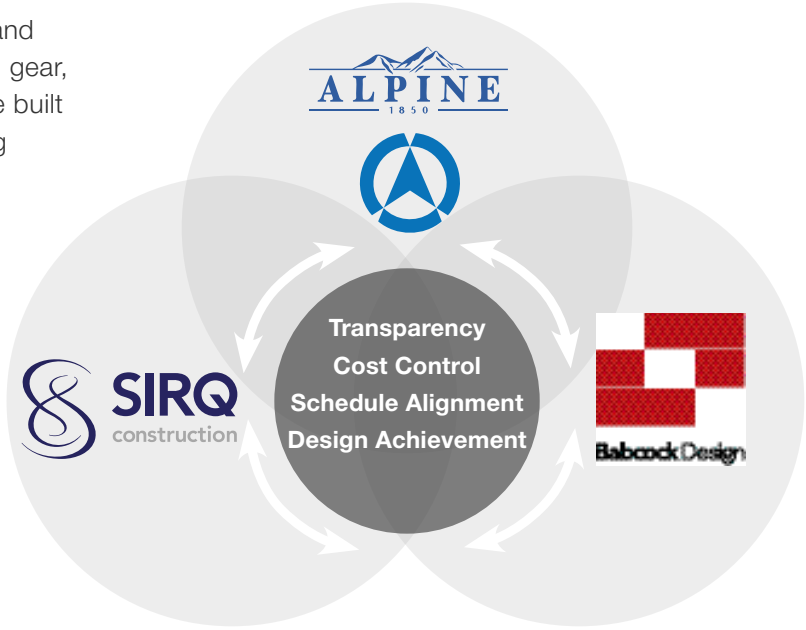
Our team applied this same structured preconstruction approach at Lehi Fire Station #84, where early identification of cost and procurement risks allowed us to maintain scope and deliver the project within the City's required schedule.

PROJECT COMMUNICATIONS

Clear communication is the foundation of a successful CM/GC project, especially one with two concurrent phases. Our communications plan includes:

- **Weekly OAC Meetings:** Structured Owner–Architect–Contractor meetings with standing agenda items for both the addition and remodel, ensuring transparency across both scopes.
- **Three-Week Look-Ahead Planning:** Weekly trade partner meetings that focus on upcoming tasks, coordination needs, and potential conflicts, reducing surprises in the field.
- **Live Reporting Tools:** We maintain RFI logs, submittal logs, and cost dashboards in Procore, which are shared in real time with Alpine City, Babcock Design, and all other stakeholders.
- **Executive Summaries:** Biweekly status reports summarize progress, risks, and budget performance in a clear, actionable format.

This framework has proven effective on past fire station projects, ensuring seamless coordination and alignment of design, budget, and schedule.



SCHEDULE CONTROL

Alpine City's Addendum 02 identifies the following requested milestones: Phase 1 (new living quarters) to start in May 2026 and complete February 2027, followed by Phase 2 (remodel of existing living quarters into a community center) beginning in March 2027 and completing August 2027

To meet the City's requested timeline and deliver both scopes efficiently, SIRQ will implement the following strategic approach:

- **Develop a Baseline Master Schedule**
  We will prepare a comprehensive master schedule that integrates both GMPs into one roadmap, clearly defining the critical path for the Living Quarters Addition (Phase 1) and the Community Center Remodel (Phase 2). Our schedule will be aligned to achieve the City's requested milestones while identifying opportunities for acceleration or overlap to improve delivery.

- **Implement Phased Sequencing**
  Construction will be executed in two phases—first the new Living Quarters Addition (with firefighters remaining in the existing facility), then the remodel of the existing space once the addition is occupied. This approach supports uninterrupted fire service during construction.

- **Advance Concurrent GMP Development**
  We will finalize subcontractor buyout, procurement, and scheduling for the remodel while the addition is under construction. This overlap will create a seamless transition between phases and minimize downtime between Phase 1 turnover and the start of Phase 2.

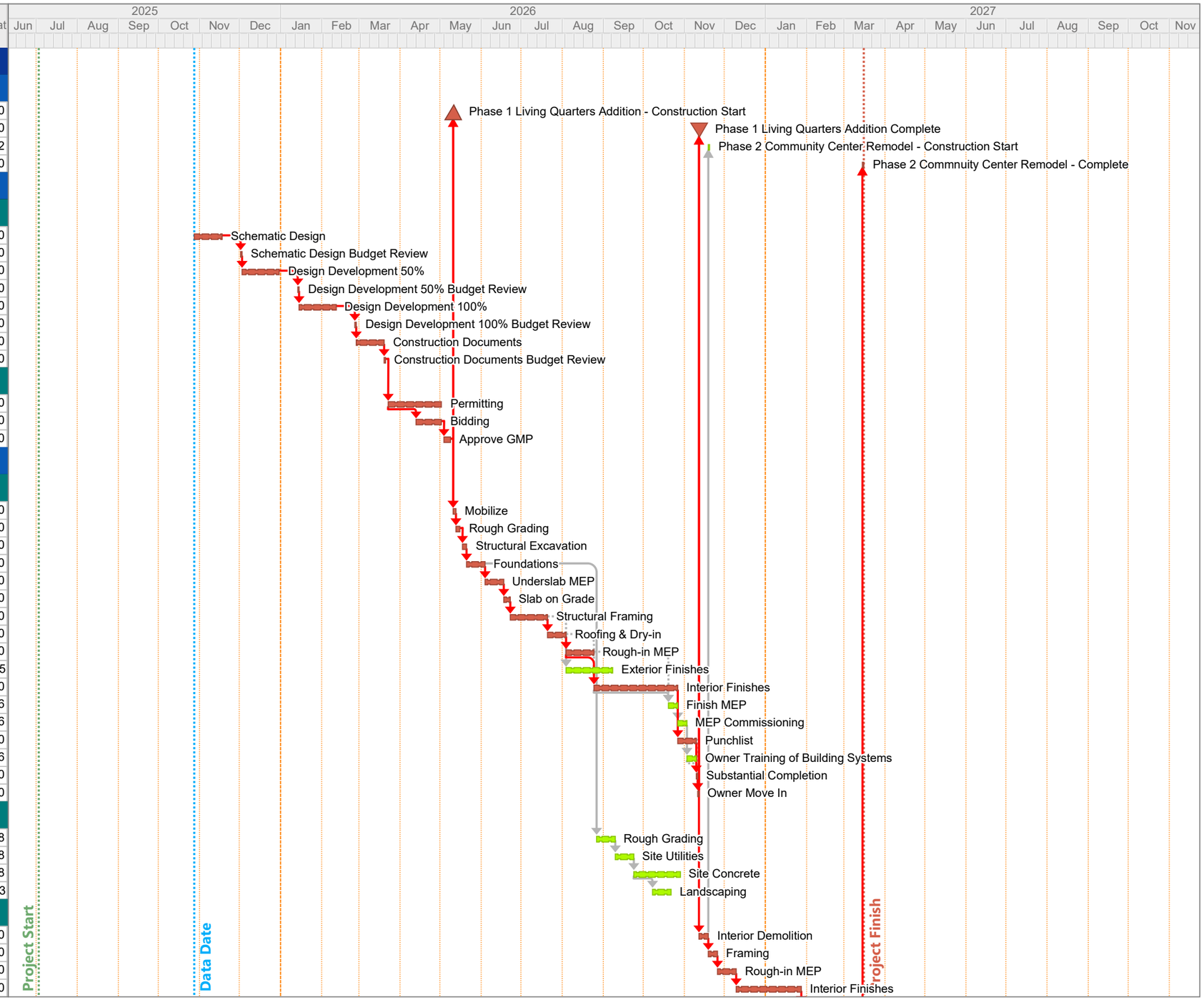
- **Maintain Variance & Look-Ahead Controls**
  We will track progress using three-week look-ahead schedules for each phase, correcting variances immediately through resequencing, or manpower adjustments, to protect key turnover dates such as Phase 1 Substantial Completion (February 2027) and Phase 2 Substantial Completion (August 2027).

- **Protect Critical Path & Long-Lead Procurement**
  We will monitor long-lead items and phase handoffs as key milestones, applying contingency strategies to prevent delays from impacting turnover dates. This includes early coordination of interior finish selections and procurement for Phase 2 while Phase 1 is underway.

This approach demonstrates SIRQ's commitment to meeting the City's requested schedule while applying proactive, collaborative project management to achieve cost certainty, uninterrupted fire service, and an efficient overall delivery timeline.

Our detailed project schedule follows on the next page.

ID	Description	Original Duration	Start	Finish	Total Float
Alpine Fire Station #202					
Milestones					
20	Phase 1 Living Quarters Addition - Construction	0	05/11/26		0
30	Phase 1 Living Quarters Addition Complete	0		11/11/26	0
40	Phase 2 Community Center Remodel - Constru	1	11/19/26	11/19/26	82
50	Phase 2 Commnuity Center Remodel - Comple	1	03/15/27	03/15/27	0
Pre-Construction					
Design					
120	Schematic Design	15	10/28/25	11/17/25	0
130	Schematic Design Budget Review	1	12/02/25	12/02/25	0
140	Design Development 50%	20	12/03/25	12/30/25	0
145	Design Development 50% Budget Review	1	01/14/26	01/14/26	0
150	Design Development 100%	20	01/15/26	02/11/26	0
160	Design Development 100% Budget Review	1	02/26/26	02/26/26	0
170	Construction Documents	15	02/27/26	03/19/26	0
180	Construction Documents Budget Review	1	03/20/26	03/20/26	0
Permitting & Bidding					
200	Permitting	30	03/23/26	05/01/26	0
210	Bidding	15	04/13/26	05/01/26	0
220	Approve GMP	5	05/04/26	05/08/26	0
Construction					
Living Quarters Addition					
300	Mobilize	2	05/11/26	05/12/26	0
310	Rough Grading	3	05/13/26	05/15/26	0
320	Structural Excavation	3	05/18/26	05/20/26	0
330	Foundations	10	05/21/26	06/03/26	0
340	Underslab MEP	10	06/04/26	06/17/26	0
350	Slab on Grade	3	06/18/26	06/22/26	0
360	Structural Framing	20	06/23/26	07/20/26	0
370	Roofing & Dry-in	10	07/21/26	08/03/26	0
380	Rough-in MEP	15	08/04/26	08/24/26	0
390	Exterior Finishes	25	08/04/26	09/07/26	135
400	Interior Finishes	45	08/25/26	10/26/26	0
410	Finish MEP	5	10/20/26	10/26/26	6
420	MEP Commissioning	5	10/27/26	11/02/26	6
430	Punchlist	10	10/27/26	11/09/26	0
440	Owner Training of Building Systems	5	11/03/26	11/09/26	6
450	Substantial Completion	1	11/10/26	11/10/26	0
460	Owner Move In	1	11/11/26	11/11/26	0
Site					
500	Rough Grading	10	08/27/26	09/09/26	98
510	Site Utilities	10	09/10/26	09/23/26	98
520	Site Concrete	25	09/24/26	10/28/26	98
530	Landscaping	10	10/08/26	10/21/26	103
Community Center Remodel					
760	Interior Demolition	5	11/12/26	11/18/26	0
700	Framing	5	11/19/26	11/25/26	0
710	Rough-in MEP	10	11/26/26	12/09/26	0
720	Interior Finishes	35	12/10/26	01/27/27	0

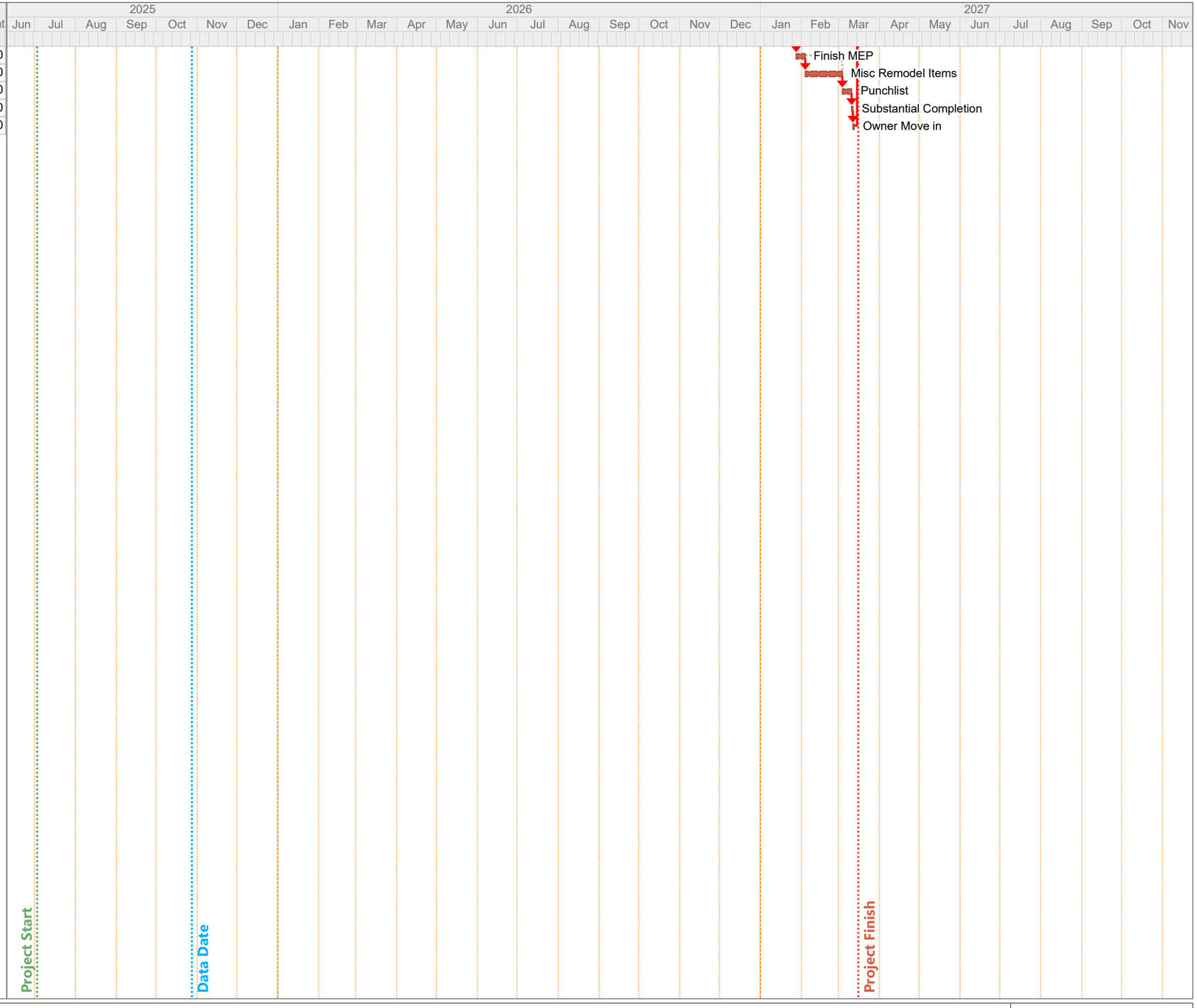


Start Date: 07/03/25
Finish Date: 03/15/27
Data Date: 10/28/25
Run Date: 09/25/25

Alpine Fire Station #202
Preliminary Schedule

SIRQ construction

ID	Description	Original Duration	Start	Finish	Total Float
730	Finish MEP	5	01/28/27	02/03/27	0
735	Misc Remodel Items	20	02/04/27	03/03/27	0
740	Punchlist	5	03/04/27	03/10/27	0
750	Substantial Completion	1	03/11/27	03/11/27	0
755	Owner Move in	1	03/12/27	03/12/27	0



Start Date: 07/03/25
Finish Date: 03/15/27
Data Date: 10/28/25
Run Date: 09/25/25

Alpine Fire Station #202
Preliminary Schedule

SIRQ construction

COST CONTROL

Our approach to cost control is proactive, transparent, and continuous. We don't wait for design milestones to monitor the budget. Our process includes:

- **Parallel Estimates:** Separate but concurrent estimates for the addition and remodel, each tied back to the overall FLCC.
- **Live Cost Tracking:** Weekly updates to a cost log that captures design evolution, value engineering options, and procurement impacts.
- **Benchmarking:** Use of historical data from completed fire station projects to validate costs by building element (apparatus bays, dorms, community rooms, etc.).
- **Open-Book Bidding:** Subcontractor bids are competitively collected, leveled, and presented in a transparent format for the City to review.

This same process has helped maintain budget alignment on other Fire Station projects, where proactive procurement strategies and early cost reviews preserved scope while keeping the project within the City's financial framework.

SAFETY

The Lone Peak Fire Station will remain active throughout construction, making safety for fire personnel, the public, and our workforce a top priority. To protect all stakeholders, we will:

- **Develop a Site-Specific Safety Plan:** We will tailor our plan to address active fire department operations, including apparatus circulation, crew housing, and public access.
- **Conduct Daily Toolbox Talks:** We will hold crew briefings each morning to review upcoming tasks, identify hazards, and establish mitigation strategies.
- **Perform Weekly Safety Audits:** We will inspect the site with our superintendent and safety team, tracking corrective actions to closure.
- **Enforce Subcontractor Orientation:** We will require all subcontractors to attend site-specific onboarding covering emergency procedures, logistics, and City requirements

This proactive program ensures safety remains embedded in daily activities, minimizing risk while keeping fire service fully operational.

QUALITY CONTROL

As a partner in design, we bring lessons learned from our previous fire station projects to help identify the best materials and systems that balance durability, cost, and long-term performance. By participating early, we can guide decisions that improve quality while reducing risk during construction.

During construction, to ensure the facility meets Alpine City's expectations, we will:

- **Hold Pre-Installation Meetings:** We will meet with subcontractors and design partners before critical scopes (e.g., concrete, MEP, finishes) to align on quality standards and expectations.
- **Implement Trade-Specific Checklists:** We will use checklists for each trade to ensure compliance with plans and specifications, monitored by our superintendent.
- **Coordinate Third-Party Testing & Inspections:** We will schedule independent inspections and distribute reports promptly to all stakeholders.

By integrating quality checks into every stage of construction, we will deliver a facility that meets the City's performance, safety, and longevity goals.

CHANGE CONTROL

We only submit change orders when there are legitimate changes due to errors in the drawings, additions from the owner, city requirements, etc. To minimize change orders and ensure accurate bidding, we identify any gaps in the drawings and clarify the scope of work prior to the bid date. We achieve this by thoroughly reviewing the drawings. This process involves examining each page and detail, noting which sheet each detail refers to. We then compile a list of questions and submit it to the owner for review. This method has proven effective in identifying many items that may have been overlooked in the drawings.

Owners retain the right to make changes to the project. In such cases, we see it as our responsibility to assist the owner in adding these items as quickly, efficiently, and economically as possible. When a change order is necessary, we ensure that we fully understand the details of the change, including pricing and supporting documentation, before submitting it for owner approval.

PROJECT CLOSEOUT

At SIRQ, closeout isn't the finish line — it's the handoff that makes a building ready to use. Once we enter closeout, our team follows a straightforward process to ensure nothing gets missed and everything is ready for you to take over with confidence. We start with a shared schedule that outlines each step, including punch list items, system startups, final inspections, and owner installations. This visibility allows everyone involved to stay aligned and track progress together.

As systems come online, we thoroughly test and commission them. Our team, working alongside third-party agents, ensures that every system, from HVAC and fire safety to AV and access control, operates smoothly and reliably. Before the handoff, we conduct practical, hands-on training sessions for your team on how to operate and care for these systems, covering daily use, warranties, and how to report any issues that may arise.

Behind the scenes, our project managers diligently close out punch list items, confirm lien releases, and organize all your documentation, including manuals, as-builts, warranties, and vendor contacts.

PROJECT CLOSEOUT PROCESS



Detailed Closeout Scheduling

We will manage timelines, coordinate punch list and start-up activities, and align stakeholders for seamless turnover.



Punch List Management

We will assign roles for tracking and resolution and ensure timely, collaborative issue closeout.



Systems Testing & Commissioning

We will manage MEP and specialty system testing, coordinate with commissioning agents, and validate all systems.



Closeout Documentation

We will provide a complete closeout package including O&Ms, as-builts, warranties, and vendor/sub contacts.



System Start-Up & Tuning

We will plan and monitor system activation while optimizing performance for long-term efficiency.



Financial Closeout

We will finalize change orders and lien waivers, confirm retention release, and close out the contract.



Training & Warranty

We will train staff on system use and maintenance and educate them on warranty terms and care practices.

After the handoff, we remain connected, logging and tracking any warranty issues that come up, with our team ready to support and resolve them quickly.

PHILOSOPHY AND APPROACH TO PROJECT EXECUTION THAT INCLUDES WORKING TOGETHER WITH THE PROJECT MANAGER, ARCHITECT, AND STEERING COMMITTEE.

Our philosophy is rooted in partnership, accountability, and proactive problem-solving. We view ourselves as an extension of Alpine City's team and are committed to working hand-in-hand with project manager, Navigate CM & Development LLC, Babcock Design, and all other stakeholders to ensure a seamless project delivery.

1 Promote Collaboration
We will foster open dialogue with the project manager, architect, and Alpine City so decisions are made with transparency and alignment.

2 Define Roles and Responsibilities
We will clearly assign and track deliverables across all team members to ensure accountability at every stage.

3 Support Informed Decision-Making
We will provide real-time cost, schedule, and constructability feedback to give stakeholders the clarity needed to make confident choices.

4 Anticipate and Resolve Challenges
We will identify potential risks early and work with the full team to resolve them before they affect progress.

5 Focus on Community Impact
We will prioritize uninterrupted fire service and ensure the facility supports Alpine City's operational and long-term goals.

This collaborative approach ensures that all stakeholders remain aligned, risks are addressed before they escalate, and the Alpine Fire Station Addition/Remodel is delivered on time, on budget, and ready to serve the community for decades to come.

WHY CHOOSE SIRQ AS YOUR PARTNER?



PROVEN FIRE STATION EXPERTISE
Our team has successfully delivered multiple fire station projects in Utah County. This experience gives us a deep understanding of fire service needs, building systems, and code requirements, knowledge we'll bring to Alpine Fire Station No. 202.



COST & SCHEDULE DISCIPLINE
We apply rigorous estimating, scheduling, and constructability reviews from preconstruction through GMP to protect the $4.25 M FLCC and keep both phases on track.



TRANSPARENT HANDS-ON DELIVERY
SIRQ's open-book process gives full visibility into bids, costs, and progress. Our leadership team stays actively engaged to ensure safety, quality, and clear communication.

We are ready to bring our expertise, local knowledge, and commitment to excellence to deliver the Alpine Fire Station No. 202 addition and remodel efficiently, transparently, and while maintaining operations.



“There is nobody else out there in construction that is more professional and truly looks after the needs of the client.”

- Larry Terry - GM Brent Brown Toyota

Risks & Value Added Services

E Risks & Value Added Services

Address potential risks of the project and how those risks will be mitigated. Identify any additional tools, techniques, local knowledge and value-added ideas that your firm can provide.

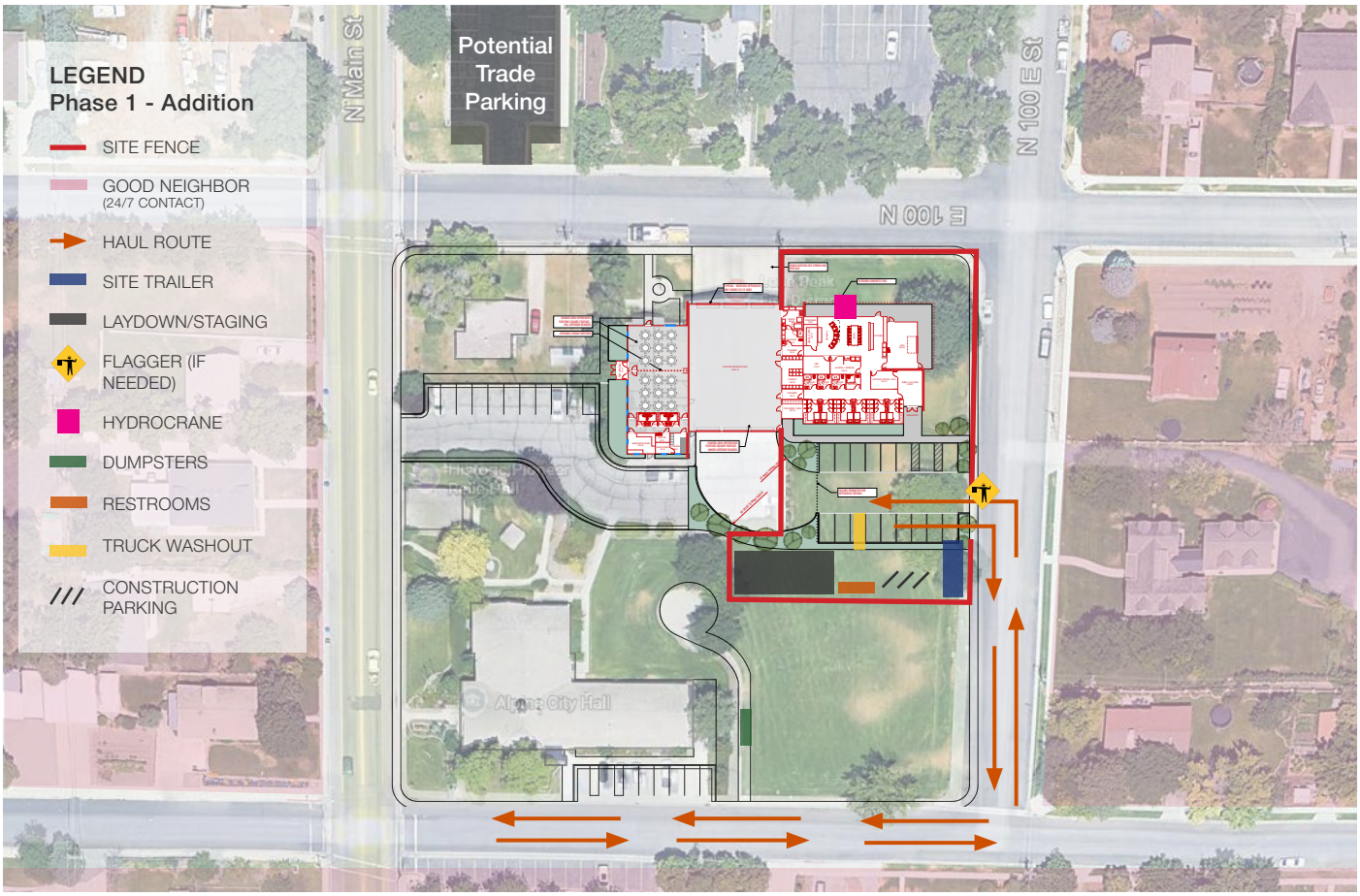
POTENTIAL RISKS & MITIGATION

Risk: The site presents several risks: 1) The Fire Station must remain active and continue to accommodate living quarters of the fire crew, creating safety and access challenges; 2) City Hall is adjacent to the project site and will require respect and courtesy to their operations; and 3) there are numerous residences near the site. Without careful planning, construction could disrupt fire department response, municipal operations, and neighborhood access.

Mitigation: We will implement a comprehensive logistics strategy to secure the site with fencing and controlled access while ensuring clear circulation for equipment. To reduce congestion and maintain parking availability for City Hall staff and visitors, we will coordinate worker parking with the church across the street.

We are committed to maintaining a clean, organized, and respectful site, with measures in place to minimize dust, noise, and traffic impacts that respect neighboring uses. To further demonstrate our dedication to being a good neighbor, we will provide a 24/7 contact number for City staff and residents to address any concerns. Additionally, we will ensure that existing park space, remains accessible for residents to continue using during construction.

We propose entering the site from the south and east to keep construction traffic as far away from the fire lanes as possible. We look forward to working closely with Alpine to refine our approach further to ensure everyone's satisfaction while maintaining safety and efficient operations.



Risk: Delivering two separate GMPs (addition and remodel) creates complexity in tracking costs, schedule, and subcontractor commitments.

Mitigation: We will prepare parallel estimates and schedules, maintain separate cost logs for each GMP, and overlap subcontractor buyout for Phase 2 while Phase 1 is under construction. This ensures continuity and avoids downtime between phases.

Risk: Equipment such as electrical gear, HVAC units, and overhead doors may have long lead times.

Mitigation: We will identify long-lead items early in preconstruction and release early procurement packages to lock in delivery dates. Weekly procurement tracking will ensure suppliers remain accountable.

Risk: Converting the existing firefighter living quarters into a community center may reveal unforeseen conditions (structural, MEP, hazardous materials).

Mitigation: We will conduct detailed site investigations during preconstruction, including selective demolition if necessary, to uncover hidden conditions early. We will also budget contingency allowances within the GMPs to address unforeseen items without impacting the FLCC.

ADDITIONAL TOOLS, TECHNIQUES, LOCAL KNOWLEDGE AND VALUE-ADDED IDEAS THAT SIRQ CAN PROVIDE

Through the successful delivery of multiple fire stations across Utah, our team has developed a deep understanding of the unique details that make these facilities durable, efficient, and functional for firefighters. These lessons are built into our preconstruction and construction processes and will directly benefit Alpine City.

Allowing the CM/GC Process to Work: By engaging early and keeping communication transparent, we've learned how to align the design team, the City, and end users so critical decisions are made collaboratively and with full cost and constructability visibility.

Turnout Gear Decontamination Suites: We understand the importance of properly sized doors, ventilation, and adjacencies for decon spaces to protect firefighter health and safety.

Extractors & Plumbing: We have seen firsthand the need to plan for extractor plumbing early, ensuring efficient routing, proper drainage, and adequate space for installation and maintenance.

SCBA Rooms & Storage: Our projects have reinforced the need for appropriately sized openings, specialized ventilation, and dedicated support storage so SCBA equipment remains functional and safe.

Structural & Slab Sequencing: By refining slab pour sequences and coordinating structural systems, we've improved efficiency, reduced rework, and delivered cost savings without compromising quality.

Material Handling to Mezzanines: We have evaluated the pros and cons of stairs, ships ladders, and jib cranes for moving heavy gear and have applied the most effective solutions based on the department's operational needs.

Apparatus Bay Configurations: We've learned to incorporate precast trench drains, durable wall finishes, and water-resistant materials to ensure apparatus bays withstand heavy use, frequent washdowns, and long-term wear.

These lessons are not abstract—they are field-tested insights that come from solving problems alongside fire chiefs, station crews, and city stakeholders. By carrying some of this experience forward, we will help Alpine City avoid costly oversights and deliver a station that is functional, efficient, and built to serve the community for decades.

In addition to our standard preconstruction and construction services, SIRQ offers a suite of integrated tools and forward-thinking practices that improve communication, transparency, and project performance. Any of these services could be included in our approach to this project.

Trunk Tools – AI-Powered Document Management

We use Trunk Tools, an AI-enhanced platform integrated with Procore, to automatically identify, categorize, and manage project documents and RFIs. This reduces turnaround time, improves coordination, and significantly reduces the risk of missed communication.

TrueLook – Real-Time Camera Access

To enhance visibility and safety oversight, we install TrueLook live cameras on-site, providing real-time visual access to city stakeholders. This allows for transparent monitoring of progress, supports safety protocols, and creates a visual archive that's useful for documentation, coordination, and communication with the public if needed.

Lean Construction Principles & Pull Planning

SIRQ implements Lean Construction principles to eliminate inefficiencies, improve schedule accuracy, and reduce cost risk. We apply pull planning during both design and construction to coordinate deliverables, optimize sequencing, and drive continuous improvement throughout the project lifecycle.

By implementing these innovative solutions, SIRQ enhances project delivery, maximizes cost efficiency, and ensures a streamlined, collaborative, and high-performing construction process.



ALPINE FIRE STATION NO. 202
ADDITION/REMODEL

Cost Proposal

SIRQ construction

COST PROPOSAL FORM

NAME OF PROPOSER SIRQ Construction DATE 9/29/25

The undersigned, responsive to the "Notice to General Contractors/Construction Managers" and in accordance with the "Request for Proposals" for the Alpine City Station No. 202 Fire Station Addition/Remodel, propose a pre-construction fee at the price stated below. This price is to cover all expenses incurred in performing the pre-construction services as outlined in our proposal of which this proposal is a part.

I/We acknowledge receipt of the following Addenda: One, and Two

Cost Proposal Fee Form		
A	Pre-construction Fee: For all work during the pre-construction period.	$ ~~16,675.00~~ No Charge for Alpine City
B	Construction Management Fee (including overhead and profit): For all work during the construction phase of the contract for the management of the project.	$ 233,325.00
C	Cost of Bonds: The cost of Payment and Performance Bonds based on the amount of the FLCC.	$ 29,326.00
D	CM/GC Change Order Markup: For all work added to the contract by change order as the max percentage of markup to the subcontractor/supplier costs.	% 5.49 For work added or deducted
E	Self-Performed Work Markup: For all self-performed work,	% No Self Perform Work (Please ask why)
F	General Conditions: State the dollar amount and include the excel version of the attached Exhibit B.	$ 375,371.00

I/We guarantee that the Work will be Complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer.

Preconstruction Fee Calculation

Alpine Fire Station

No.	Description	Qty	UOM	Rate	Subtotal
1	Conceptual Estimates	20	Hr	95	1900
2	Cost Studies	20	Hr	95	1900
3	Coordination Meetings	20	Hr	95	1900
4	SD Estimates	30	Hr	85	2550
5	DD Estimates	40	Hr	85	3400
6	CD Estimates	45	Hr	85	3825
7	Subcontractor Consult Mechanical	5	Hr	85	425
8	Subcontractor Consult Electrical	5	Hr	85	425
9	Subcontractor Consult Sitework	5	Hr	70	350
10					
11	**Subtotal**	**190**	**Hrs**		**$ 16,675**
12	SIRQ Discount for Alpine City and First Responders				$ (16,675)
13	**Total**				**$ -**

The FLCC for this project is **$4,250,000**. Enclosed is a bid bond in the amount of 5% of the FLCC.

With the cooperation of ALPINE CITY and their consultants, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.

The undersigned Contractor's License Number for Utah is . 5612656-5501

This proposal shall be good for 45 days after bid submission.

Upon receipt of notice of award of this proposal, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP.

Type of Organization: Corporation, S

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

NA

Respectfully submitted,

Ryan Hunter

(Name of Proposer)

SIRQ, Inc.

Company

3900 N. Traverse Mtn. Blvd, Suite 202 Lehi, UT 84048

Address

801-234-9532

Phone Number

rhunter@sirq.com

Email



Authorized Signature

EXHIBIT B
General Conditions

Firm: SIRQ Construction
Date: 9/29/2025

PROJECT MANAGEMENT	
Project Director	30,200
Project Manager	102,200
Superintendent	162,000
Quality Assurance / Quality Control	Included in PM/Super
Safety Manager	6,979
CPM Scheduler	Included in PM/Super
Field Office Engineer	Included in PM/Super
Field Office Support Staff	NA
Project Engineer	Included in PM/Super
Assistant Superintendent(s)	NA
Cost Estimator	Included in PM
PROJECT MANAGEMENT SUBTOTAL:	**301,379**

BONDS & INSURANCE (excluding any for Subcontractors)	
Builder's Risk Insurance	Per RFP TBD W/Owner
General Liability Insurance	22,100
Security, Payment & Performance Bonds	29,325
BONDS & INSURANCE SUBTOTAL:	**51,425**

SITE CONDITIONS	
Temp Power - Offices	450
Temp Power - General Site Use	To Be Competetively Bid
Temp Water & Sewer	To Be Competetively Bid
Temp Water Hookup, Distribution, Meters	To Be Competetively Bid
Temp Electrical Hookup, Distribution, Meters	To Be Competetively Bid
Temp Telephone & Network System Installation	NA
Temp Telephone & Internet Fees	1,200
Temp Fire Protection	300
Temp Heating & Cooling	TBD During Precon
Temp Fencing	To Be Competetively Bid
Temp Covered Walkways	TBD During Precon
SWPPP Measures	To Be Competetively Bid
Temp Entries & Truck Washes	To Be Competetively Bid
Street Cleaning (by GC)	TBD During Precon

Traffic Control Measures	To Be Competetively Bid
Traffic Control Maintenance	To Be Competetively Bid
Temp Barricades & Signage	To Be Competetively Bid
Temp Roads & Walkways	To Be Competetively Bid
Temp Lighting	To Be Competetively Bid
Temp Partitions & Covered Floor Openings	To Be Competetively Bid
Temp Toilets/Sanitary Measures	3,000
Temp Laydown (prep & restoration)	TBD During Precon
Security System/Watchmen	TBD During Precon
Pre-Construction Photo Documentation	Included
Progress Photos	250
Temp Protection (in-place work/adjacent structures)	To Be Competetively Bid
Temp Weather Protection/Enclosures	TBD During Precon
Trash Chutes	NA
Dumpsters (site & field offices)	1,800
SITE CONDITIONS SUBTOTAL:	**7,000**

FIELD OFFICES & CONSTRUCTION SUPPLIES

Field Offices & Furnishings	6,000
Vehicles	19,800
Vehicle Fuel	7,225
Chemical Toilets	Included Above
Field Office Maintenance & Cleaning	2,925
Storage Trailers	750
Small Tools & Consumables	2,750
Mobilization & Demobilization	2,500
Monthly Cell Phone Expenses	2,040
Jobsite Communications (radios, chargers, etc)	NA
Final Clean (general site, windows/glass, etc)	To Be Competetively Bid
Job Office Supplies	4,150
Jobsite Computers, Copiers, Servers, Etc	5,750
Postage/Shipping Expenses	250
Project Signage	1,750
Drinking Water & Supplies (site & offices)	550
Incidental Construction Equipment & Fuel	Included
Materials Handling	To Be Competetively Bid
Document Imaging	Included
Printing Costs	Included
Reproduction Costs	See PM Software
As-Built & Record Document Preparation	600
Partnering Costs	Included
Project Milestone Event Costs	TBD
Safety Expenses	1,500
PPE for Staff & Visitors	400
First Aid	300

Fall Protection (staff)	No Charge
Safety Program Administration & Training	Included
Safety Incentives	Included
Drug Testing	Included
Safety Signage	Included

FIELD OFFICES & CONSTRUCTION SUPPLIES SUBTOTAL: **59,240**

ADDITIONAL ITEMS NOT LISTED ABOVE

Project Management Software for All Team Access	6,303
SCR Waiver and Lien Management	750

ADDITIONAL ITEMS **7,053**

GENERAL CONDITIONS TOTAL: 426,097

* Note that this worksheet includes Bond and GL Insurance Costs. Those are not included in our GC's costs total on the Cost Form. Please reference the Cost Form where GL and Bond are stated separately.

There may be some elements of General and Site Conditions that Alpine City may wish to self perform as part of the project in an effort to use different funding supply or to reduce project costs. We typically review these areas of work with the City to identify those specific areas of work.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
SIRQ, Inc.
3900 N. Traverse Mountain Blvd, Ste
202 Lehi, UT 84043

SURETY:
(Name, legal status and principal place of business)
United States Fire Insurance Company
6550 S. Millrock Dr., #300
Salt Lake City, UT 84121

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Alpine City
20 N. Main
Alpine, UT 84004

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:
(Name, location or address, and Project number, if any)
Alpine Fire Station No. 202 Addition/Remodel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of October, 2025

(Witness)	SIRQ, Inc. *(Principal)* *(Seal)*
	(Title) Joe Reynolds - CEO
(Witness)	United States Fire Insurance Company *(Surety)* *(Seal)*
	(Title) Ashlie Benson, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

04306

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Terry H. Buckner, Takota K. Wainer, Ashlie Benson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 21st day of October, 2024.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 21st day of October, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/24/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of October, 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

ALPINE CITY COUNCIL AGENDA

SUBJECT: Proposed Code Amendment to the Business Commercial Zone to Remove Residential Dwellings as a Permitted or Conditional Use & Create Overlay Zone.

FOR CONSIDERATION ON: October 28th, 2025

PETITIONER / APPLICANT: Mayor Carla Merrill

ACTION REQUESTED BY PETITIONER: Approval of Proposed Code Amendment

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Currently, within the Alpine City Development Code, a single-unit detached dwelling within a recorded subdivision is listed as a *permitted use*, and a single-family dwelling not located within a recorded subdivision is listed as a *conditional use* within the Business Commercial (B-C) Zone. The proposed amendment would remove both of these uses from the permitted and conditional use sections of the B-C Zone.

This change would not affect existing residential dwellings currently located within the B-C Zone. Those properties would be considered legal nonconforming uses and may continue to operate as such. The Development Code also includes provisions for the extension or expansion of a legal nonconforming structure, if applicable.

The proposal would also create a new overlay zone, applicable only to areas with a Business Commercial (B-C) base zone. This overlay would allow the city to consider specific residential components through a separate rezoning and public hearing process.

The purpose of this amendment is to eliminate the potential for a property rezoned to B-C to be developed with residential lots (e.g., 10,000 square feet) in addition to the commercial uses currently permitted or conditionally allowed in that zone.
A final section numbering is still being developed, and proposed language is attached for review.

A public hearing was held on October 21st, during their meeting to review this agenda item. There was a discussion about the need to create an overlay zone or if an applicant could ask for a rezone to a surrounding residential zone if already zone Business Commercial (B-C) it was recommended by staff to include the proposed overlay zone for a review by the City Council. By including an overlay zone, those parcels surrounded by B-C zoning could also be eligible for this rezone request rather than creating a potential spot zone. Applicants would have to request a zone change for this to happen.

The Planning Commission made the following recommendation to approve**:** Planning

Commission member Susan Whittenburg moved to recommend approval of the proposed code amendment to the Business Commercial Zone and creation of the Town Center Residential Overlay Zone as presented. There were 7 Ayes and 0 Nays.

ALPINE CITY CODE:

- Alpine Development Code 3.07 Business Commercial (B-C) Zone.

GENERAL PLAN:

- (Business Commercial) shall consist of professional office, retail and other commerc ial uses serving the community and situated within an environment which is safe an d aesthetically pleasing. Limited residential shall be permitted as set forth in the Alp ine City Development Code.
    - Policy 2.2 Pg. 7

PUBLIC NOTICE:

This item has been noticed according to Alpine City Code and the State of Utah requirements. A public hearing was held as part of the Planning Commission review.

STAFF RECOMMENDATION:

The purpose of this proposed code amendment is to ensure that the Business Commercial Zone remains focused on commercial and community-serving uses, rather than unintentionally allowing residential subdivisions within the zone.

This structure mirrors the Senior Housing Overlay Zone, which also requires a separate rezoning process, Planning Commission review and public hearing, and City Council approval.

Staff recommend that the Council consider approval of the proposed amendment to the City Council.

SUGGESTED MOTION:

Motion to Recommend Approval:

I move to approve O2025-24 the proposed code amendment to the Business Commercial Zone and creation of the Town Center Residential Overlay Zone as presented.

Motion to Recommend Approval with Conditions:

I move to approve O2025-24 the proposed code amendment to the Business Commercial Zone and creation of the Town Center Residential Overlay Zone, with the following modifications:
*Insert Conditions

Motion to Table:

I move to table O2025-24 the proposed code amendment to the Business Commercial Zone and creation of the Town Center Residential Overlay Zone to allow for further review or additional information.

Motion to Recommend Denial:

I move to deny O2025-24 the proposed code amendment to the Business Commercial Zone and creation of the Town Center Residential Overlay Zone, based on the following findings: *Insert Findings

SECTION 1: **AMENDMENT** "3.07.020 Permitted Uses" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.020 Permitted Uses

The following uses of land shall be permitted upon compliance with the applicable standards and conditions set forth in this ordinance.

1. General retail stores and shops providing goods and services for sale at retail in the customary manner, provided that all storage and sales activity shall be contained within a building; also, manufacturing and processing activities which are an integral part of and incidental to the retail establishment.
2. Office buildings and medical clinics.
3. Personal service establishments such as barber and beauty shops, shoe repair, laundries and similar establishments.
4. Automotive service establishments, including gasoline dispensing facilities, car washes, and parking.
5. Recreational enterprises including but not limited to recreation centers, motion picture theaters, athletic clubs.
6. Funeral homes.
7. ~~Single-unit detached dwellings when located on a lot in a recorded subdivision and subject to compliance with the applicable conditions within the zone.~~Residential structures, provided that said structure existed as a residence prior to the effective date of this Chapter. Also, customary residential accessory structures (i.e. swimming pools, detached garages, private greenhouses etc.) when appurtenant to and on the same lot as a residence.
8. Residential structures located within or on the same premises as a permitted or conditional commercial use. Both residential and commercial buildings will be considered main buildings and will be required to meet the main building setbacks when on the same premises.
9. Accessory uses and structures shall be permitted provided they are incidental to and do not substantially alter the character of the permitted principle use or structure. Such permitted accessory uses and structures include, but are not limited to, buildings such as garages, carports, equipment and supply storage buildings which are customarily used in conjunction with and incidental to a principle use or structure permitted in the B-C Zone.
10. Agriculture, including the raising of row crops, grains and fruits and the incidental pasturage of animals. See DCA 3.21.090.
11. Other uses which are determined by the Planning Commission to be similar to and compatible with the foregoing uses and in harmony with the intent of the zone.
12. Water, sewer and utility transmission lines and facilities required as an incidental part

of development within the zone, and subject to the approval of a site plan by the Planning Commission.

13. Motor vehicle roads and rights-of-way subject to compliance with City standards for design and construction for such uses, and upon approval of site plan by the Planning Commission.
14. Customary household pets.
15. The keeping and raising of animals and fowl, subject to the provisions of DCA 3.21.090.
16. Charter schools, home-based microschools, and micro-education, as required by Utah State Code §10-9a-305(7)(a), subject to DCA 3.20 and any additional requirements consistent with applicable provisions of State law.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 2: **AMENDMENT** "3.07.030 Conditional Uses" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.030 Conditional Uses

The following buildings, structures and uses of land shall be allowed upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of DCA 3.10.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to the provisions of DCA 3.20.
4. Civic Buildings. (Ord. 95-10, 4/25/9)
5. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05, 5/27/97)
    a. A traffic analysis shall be provided as part of the conditional use application.
    b. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
    c. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.

d. Restaurants must comply with provisions of the sign ordinance.
e. Restaurants must comply with the landscaping and design provisions in the B-C zone.
f. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
g. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.

6. ~~Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.~~
7. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
8. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
    a. No sexually-oriented business shall be located within:
        i. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
        ii. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
        iii. One thousand (1,000) feet of a liquor store; and
        iv. One thousand (1,000) feet of any other sexually-oriented business.

        For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:
            (1) The closest property line of any school, day care facility, public park, library, and religious institution;
            (2) The nearest property line of any residential use or residential zone;
            (3) The nearest property line of any liquor store; and
            (4) The closest exterior wall of another sexually-oriented business.
9. Home occupations, subject to the provisions of DCA 3.23.070 Part 3.
10. Accessory apartments, subject to the provisions of DCA 3.14.
11. Mechanical Automotive Repair Shops
    a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
    b. There shall be no more than 5 automobile bays.
    c. No automobiles shall be stored on the property for more than 14 days.
    d. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshal, and Environmental Protection

Agency.

e. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.

f. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than six (6) parking spaces provided per bay. An additional 10 parking spaces may be allowed exclusively for employee use. No off-street parking spaces shall be located within fifteen (15) feet of the property line closest to Main Street.

g. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).

12. Dog Kennels/Boarding Facilities
    a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
    b. Dogs shall be kept primarily indoors, with the exception of short periods of time for the dogs to exercise, relieve themselves, go on walks, etc.
    c. Shall have no more than twenty (20) individual dog kennel runs, with total dogs not to exceed 1.2 times the number of kennel runs.
    d. No more than one dog shall share a kennel run without the owner's permission.
    e. Facility shall be sound proofed, and include an indoor dog run.
    f. Shall comply with City off-street parking requirements.
    g. Shall provide daily disposal of all animal feces and wastes.
    h. Shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
    i. There shall be adequate and effective means of control of insects and rodents at all times, such control shall be carefully monitored.
    j. Operator shall bear full responsibility for recapturing and controlling any escaped animal.
    k. Must have an active DVM relationship to immediately treat a sick or injured animal requiring medical attention.
    l. Facility shall be located not less than one hundred fifty (150) feet from the nearest neighboring dwelling structure.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 3: **AMENDMENT** "3.07.040 Area And Width Requirements" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.040 Area And Width Requirements

1. ~~**Lot Occupied by a Dwelling Structure**~~
    a. Lot Coverage. No lot within the BC Zone may have more than fifty (50) percent of its land area covered by buildings or other impervious material.
    ~~b. Lot Width. The minimum width of any lot for a dwelling shall be ninety (90) feet, measured at the required front yard set back line.~~

~~Lot Size. The minimum lot area for a single-unit dwelling shall be 10,000 square feet. Each lot shall contain a minimum of 10,000 square feet of area outside the mapped 100-year flood plain areas and any storm water detention or basins).~~

2. **Lot Occupied by an Office and Commercial Structure**. There shall be no minimum lot area or width requirements except that an area sufficient to accommodate the structure, landscaped areas, minimum setback, required off-street parking, loading and unloading, vehicular ingress and egress shall be provided and maintained.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 4: **AMENDMENT** "3.07.050 Location Requirements" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.050 Location Requirements

All buildings shall comply with the following setbacks:

1. Front setback shall be not less than fifteen (15) feet from the property line on all streets; except corner lots, where setbacks shall not be less than eighteen (18) feet from the property line on all streets. No portion of the setback area adjacent to a street shall be used for off-street parking.
2. In commercial developments adjacent to other commercial areas, the side yard and rear yard setbacks will be not less than ten (10) feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
3. Where a commercial zone abuts a residential zone, the side yard and rear yard setbacks will be not less than twenty (20) feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
4. ~~A lot occupied by a dwelling structure shall comply with the setback requirements set forth in the TR-10,000 zone (DCA 3.02.050 Part 1) unless recommended by the Planning Commission and approved by the City Council where circumstances justify.~~
5. Where a commercial use and dwelling unit occupy the same building (mixed use), the Primary Use shall determine the setback requirements. If the Primary Use is commercial, the building shall meet the setback requirements as outlined above. If the Primary Use is a dwelling, the building shall comply with the setback requirements set

forth in the TR-10,000 zone (DCA 3.02.050 Part 1).

6. Accessory buildings shall be set back not less than five (5) feet from the main building.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)
(Amended by Ord. 98-05, 3/10/98)

SECTION 5: **AMENDMENT** "3.07.080 Special Provisions" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.080 Special Provisions

1. **Uses Within Buildings**. All commercial activities and storage shall be conducted entirely within a fully enclosed building, except those uses deemed by the City to be customarily and appropriately conducted in the open, including gasoline dispensing, plant nursery displays, temporarily parked automobiles in need of repair, and temporary sale of Christmas trees.
2. **Site Plan to Be Approved For All New Commercial Uses**. Prior to the establishment of a new commercial use or the construction of a new building, a site plan shall be submitted, reviewed and recommended by the Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04).
3. **Off-street Parking**. Off-street parking area which requires backing from the off-street parking space onto the street right-of-way in order to exit shall not be permitted. All ingress and egress shall be by forward motion only.

   All points of ingress and egress to a commercial use or off-street parking areas shall be as shown on the site plan and shall be located not less than forty (40) feet from any intersection of public streets.

   All off-street parking areas shall be hard-surfaced and shall be bordered by a curb or other barrier.

   The number of required parking spaces and other particulars about the design and construction of off-street parking shall conform to the provisions of DCA 3.24.

4. **Trash Storage**. Adequate facilities for the disposal of solid waste shall be provided. All containers for the temporary storage and disposal solid waste material shall be of a size, type and quantity approved by the City shall be maintained in a location as shown on the Site Plan.
5. **Storage Containers**. The use of any portable unit, pod, or similar type of storage container is prohibited in this zone unless approved by the city.

6. **Surface Water Drainage to be Retained On-site**. All additional surface drainage generated as a result of development activity shall be disposed of on-site, as determined by the City Engineer.
7. **Height of Buildings**. The maximum height of any ~~dwelling or other~~ main building shall be thirty-four (34) feet, as determined in accordance with the provisions of DCA 3.21.080. (Ord. 96-15, 12/18/96).
8. **Landscaping Required**. As a means of mitigating safety hazards or adverse visual impacts all areas of the site not devoted to buildings or off street parking shall be landscaped. The landscaped area shall be not less than twenty (20) percent of the total area of the site. In addition to all other plan elements, a landscaping plan shall be submitted in conformance with DCA 3.13
9. **Design of Commercial Structures**. Commercial buildings shall comply with the following architectural design criteria. (Preliminary architectural design drawings of all building elevations shall be presented to the Planning Commission for review).
    a. The exterior of all commercial buildings shall be finished predominantly with wood and/or brick, stucco, stone or similar materials in accordance with guidelines in the Historical/Commercial/Residential Ordinance. Pitched roofs are preferred.
    b. The architectural styles of the business district should be consistent and harmonious. The style of building design and trim should be compatible with the relatively uncomplicated rural, small town character of Alpine. Extremely irrelevant, contrived or inconsistent styles will be discouraged.
10. **Water Rights Conveyance Requirements**. Water rights shall be conveyed to the City in accordance with the provisions of DCA 3.21.070.
11. **Nuisances Prohibited**. No land or building shall be used in any manner so as to create dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, odor, or other form of air pollution; liquid or solid refuse or wastes; or other substance, condition or element in such a manner or in such an amount as to adversely affect the surrounding area or adjoining premises.
12. **Customary Accessory Structures. All Customary 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.** (Ordinance 2002-13) (Amended by Ord. 2006-14, 9/12/06; Ord. 2010-03, 8/24/10):
    a. 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.
    b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
    c. Front Setback. Accessory buildings shall be set back not less than forty (40)

feet from the front property line.

d. Side and Rear Setback - Interior Lot Line. Accessory buildings 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 no minimum rear or side setback shall be required when all the following conditions are met:
    i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
    ii. The accessory building contains no openings on the side contiguous to the lot line;
    iii. No drainage from the roof will be discharged onto an adjacent lot;
    iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
    v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
    vi. The building will not be taller than twelve (12) feet six (6) inches to the top of the roof line.

e. Accessory Building Height. The maximum height of any accessory building shall be twenty (20) feet as measured form the average finished grade of the ground surface adjacent to the foundation o the structure to the top of the ridge line.
    i. Exceptions to the Height Requirement. Chimneys, flag poles, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height, provided that no such ancillary structure shall extend to a height in excess of fifteen (15) feet above the building.
    ii. Additional Accessory Building Height. For every one (1) foot of additional height above twenty (20) feet, an additional two (2) feet of side yard and rear yard setback will be required. The maximum height of the accessory building as measured to the ridgeline shall be thirty (30) feet.

13. **Heliports**. The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
14. **Short Term Rentals**. Short Term Rentals are prohibited.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 6: **ADOPTION** "3.07-A Town Center Residential Overlay Zone" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A Town Center Residential Overlay Zone*(Added)*

SECTION 7: **ADOPTION** "3.07-A.010 Purpose" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.010 Purpose*(Added)*

The purpose of this chapter is to introduce residential uses within a specified commercial area, creating a greater mix of uses in locations that provide transportation options and access to needed services.

SECTION 8: **ADOPTION** "3.07-A.020 Applicability" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.020 Applicability*(Added)*

1. The Town Center Residential Overlay Zone (TCROZ) shall be applied only to the Business-Commercial Zone (B-C).
2. Approval of the TCROZ constitutes a rezone, which may be approved or denied in the City Council's sole discretion.
3. The TCROZ includes residential uses as described in this chapter.

SECTION 9: **ADOPTION** "3.07-A.030 Development Agreement" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.030 Development Agreement*(Added)*

All applicants receiving TCROZ approval shall be required to enter into a development agreement with Alpine City to ensure that the development negotiated and defined during the rezone process and required by this chapter is reflected in the actual construction and maintenance of the project.

SECTION 10: **ADOPTION** "3.07-A.040 Uses" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.040 Uses*(Added)*

Residential and accessory buildings shall be permitted in the TCROZ pursuant to the requirements and procedures of this chapter.

SECTION 11: **ADOPTION** "3.07-A.050 Site Design" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.050 Site Design*(Added)*

1. Height and Setbacks for 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 have a total combined side yard width of at least twenty-two (22) feet, with no single side yard less than ten (10) feet.
    c. Side Yard – Corner Lots: On corner lots, the front and side yard requirements shall be the same as above, except that the side setback from the street shall be at least thirty (30) feet.
    d. Rear Yard – Interior Lots: All main dwelling structures shall be set back at least twenty (20) feet from the rear property line.
    e. Rear Yard – Corner Lots: All main dwelling structures shall be set back at least twenty (20) feet from the rear property line.
    f. Height of Dwellings: The maximum height of any dwelling or other main building shall be thirty-four (34) feet, as determined in accordance with the provisions of DCA ._.080.
2. Density and Regulations
    a. Lot Size: The minimum lot area for a single-unit dwelling shall be 10,000 square feet. Each lot shall contain a minimum of 10,000 square feet of area outside the mapped 100-year floodplain and any stormwater detention basins.
    b. Lot Coverage: No lot may have more than fifty percent (50%) of its land area covered by buildings or other impervious material.

3. Lot Width: The minimum width of any lot shall be ninety (90) feet, measured at the required front yard setback line.
4. Accessory Structures
    a. General Requirements: All customary residential accessory structures (Accessory Structures) shall comply with the following setbacks and regulations. Accessory Buildings require a building permit.
        i. Setbacks:
            (1) From Main Building: Minimum five (5) feet. If attached or within twelve (12) feet, the structure shall be considered part of the main building.
            (2) Side Setback – Corner Lot (Street Abutting): Minimum forty (40) feet from the side lot line abutting a street, except that a two (2) foot minimum may be allowed under specified conditions and with a fence.
            (3) Front Setback: Minimum forty (40) feet from the front property line.
            (4) Side and Rear Setback – Interior Lots: Minimum ten (10) feet rear and five (5) feet side, with a possible reduction to two (2) feet if all of the following are met:
            (5) Structure is more than twelve (12) feet from a dwelling;
            (6) No openings on the side facing the lot line;
            (7) No roof drainage onto adjacent lots;
            (8) Constructed of non-combustive or fire-resistive materials;
            (9) Not within a recorded easement unless allowed by easement holder;
            (10) Movable within twenty-four (24) hours if within an easement;
            (11) Not taller than twelve feet six inches (12’6”);
            (12) Not more than 200 sq. ft. in size if an Accessory Building;
        ii. The City Council may grant setback exceptions adjacent to non-residential properties.
        iii. Height of Accessory Structures:
            (1) Maximum twenty (20) feet to the ridge line.
            (2) For each additional one (1) foot in height above twenty (20) feet, increase side and rear setbacks by two (2) feet.
            (3) Absolute maximum height shall not exceed thirty (30) feet.
            (4) Chimneys, flag poles, antennas, and similar non-occupancy structures may exceed these limits by up to fifteen (15) feet.
    b. Swimming Pools and Related Facilities
        i. A building permit is required.
        ii. No pools or related facilities may be located within a recorded easement.
        iii. Setbacks:
            (1) Side – Corner Lot (Street Abutting): Minimum ten (10) feet.
            (2) Side/Rear – Interior Lots: Minimum ten (10) feet.
            (3) Front: Minimum forty (40) feet.

(4) Height: Maximum ten (10) feet from average natural grade.
(5) Exceptions to height or placement may be granted by City Council if the facility is attached to a dwelling and meets dwelling setbacks.

c. Sports Courts
i. Sports courts shall not be permitted in a recorded easement.
ii. Setbacks:
(1) Front: Minimum forty (40) feet.
(2) Side – Corner Lot (Street Abutting): Minimum ten (10) feet.
(3) Side/Rear – Interior Lots: Minimum ten (10) feet.
(4) Exception for Irregular Lots: The Planning Commission may allow reduced setbacks where the lot has three sides, subject to:
(A) Court no closer than ten (10) feet to a street-abutting property line;
(B) No encroachment into easements;
(C) Minimum thirty (30) feet from any dwelling on adjacent property;
(D) Privacy fence required to obscure court from street view.
iii. Access Requirement Each lot shall abut and have direct access to a City-maintained or City-accepted street. The minimum frontage shall be the required lot width of the zone, except that cul-de-sac or curve lots may reduce frontage to sixty (60) feet if the width at the front setback meets the zone's minimum.

d. Utility Requirements
i. Culinary Water: All occupied structures shall connect to the City's water system, with at least 40 psi pressure as determined by the City Engineer.
ii. Sewer: All occupied structures shall connect to the City sewer system unless an alternate system is approved under MCA §14.04.010.

SECTION 12: **ADOPTION** "3.07-A.060 Application Process" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.060 Application Process*(Added)*

1. General Requirements
a. The TCROZ application shall be processed as a rezone and must include a

draft development agreement.

2. Pre-Application Conference
3. Applicants shall meet with the Planner and City Engineer prior to submission.
4. Required Studies
    a. Geotechnical study required for any building over one (1) story
    b. Traffic study required for projects with twenty (20) or more residential units.
5. Fees
    a. Applicants shall pay the rezone application fee and all study costs.
6. Visual Presentation
    a. Applicants shall submit a visual presentation showing proposed development in context with surroundings.
7. Planning Commission Review
    a. The Planning Commission shall hold a public hearing and recommend approval, conditional approval, or denial.
8. City Council Review and Public Hearing
    a. The City Council may approve, modify, or deny the proposed rezone and development agreement.

SECTION 13: **ADOPTION** "3.07-A.070 Special Provisions" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.070 Special Provisions*(Added)*

1. Heliports: Prohibited except for first responder use.
2. Short-Term Rentals: Prohibited.
3. Outdoor Lighting:
    a. Outdoor Recreation Areas: Lighting shall be shielded and directed downward. Light trespass onto adjacent property or rights-of-way is prohibited. Lighting is permitted from 7:00 a.m. to 11:00 p.m. or 30 minutes after use ends, whichever is earlier.
    b. Home and Landscape Lighting: Must be shielded and directed to prevent light trespass onto adjacent properties or rights-of-way.

ALPINE CITY
ORDINANCE 2025-24

AN ORDINANCE AMENDING SECTIONS 3.07 OF THE BUSINESS-COMMERCIAL ZONE AND CREATING A 3.07-A THE TOWN CENTER RESIDENTIAL OVERLAY ZONE.

WHEREAS, the Planning Commission held a duly noticed public hearing on October 21st, 2025, and reviewed the proposed amendment and addition to the Alpine City Development Code, and made a recommendation to the City Council regarding the proposed changes to items submitted as part of a site plan for a building permit and

WHEREAS, the City Council reviewed the proposed amendments and determined that the proposed amendments to Section 3.07 and the creation of Section 3.07-A Town Center Residential Overlay Zone of the Alpine Development Code are in the best interest of the public health, safety, and welfare; and

WHEREAS, the City Council finds that the proposed amendments are consistent with the City's General Plan, and policies of the city.

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

SECTION 1: **AMENDMENT** "3.07.020 Permitted Uses" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.020 Permitted Uses

The following uses of land shall be permitted upon compliance with the applicable standards and conditions set forth in this ordinance.

1. General retail stores and shops providing goods and services for sale at retail in the customary manner, provided that all storage and sales activity shall be contained within a building; also, manufacturing and processing activities which are an integral part of and incidental to the retail establishment.
2. Office buildings and medical clinics.
3. Personal service establishments such as barber and beauty shops, shoe repair, laundries and similar establishments.
4. Automotive service establishments, including gasoline dispensing facilities, car washes, and parking.
5. Recreational enterprises including but not limited to recreation centers, motion picture

theaters, athletic clubs.

6. Funeral homes.Residential structures, provided that said structure existed as a residence prior to the effective date of this Chapter. Also, customary residential accessory structures (i.e. swimming pools, detached garages, private greenhouses etc.) when appurtenant to and on the same lot as a residence.
7. Residential structures located within or on the same premises as a permitted or conditional commercial use. Both residential and commercial buildings will be considered main buildings and will be required to meet the main building setbacks when on the same premises.
8. Accessory uses and structures shall be permitted provided they are incidental to and do not substantially alter the character of the permitted principle use or structure. Such permitted accessory uses and structures include, but are not limited to, buildings such as garages, carports, equipment and supply storage buildings which are customarily used in conjunction with and incidental to a principle use or structure permitted in the B-C Zone.
9. Agriculture, including the raising of row crops, grains and fruits and the incidental pasturage of animals. See DCA 3.21.090.
10. Other uses which are determined by the Planning Commission to be similar to and compatible with the foregoing uses and in harmony with the intent of the zone.
11. Water, sewer and utility transmission lines and facilities required as an incidental part of development within the zone, and subject to the approval of a site plan by the Planning Commission.
12. Motor vehicle roads and rights-of-way subject to compliance with City standards for design and construction for such uses, and upon approval of site plan by the Planning Commission.
13. Customary household pets.
14. The keeping and raising of animals and fowl, subject to the provisions of DCA 3.21.090.
15. Charter schools, home-based microschools, and micro-education, as required by Utah State Code §10-9a-305(7)(a), subject to DCA 3.20 and any additional requirements consistent with applicable provisions of State law.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 2: **AMENDMENT** "3.07.030 Conditional Uses" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.030 Conditional Uses

The following buildings, structures and uses of land shall be allowed upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of DCA 3.10.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to the provisions of DCA 3.20.
4. Civic Buildings. (Ord. 95-10, 4/25/9)
5. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05, 5/27/97)
    a. A traffic analysis shall be provided as part of the conditional use application.
    b. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
    c. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.
    d. Restaurants must comply with provisions of the sign ordinance.
    e. Restaurants must comply with the landscaping and design provisions in the B-C zone.
    f. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
    g. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
6. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
7. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
    a. No sexually-oriented business shall be located within:
        i. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
        ii. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
        iii. One thousand (1,000) feet of a liquor store; and
        iv. One thousand (1,000) feet of any other sexually-oriented business.

        For the purposes of this section, distance shall be measured in a

straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

(1) The closest property line of any school, day care facility, public park, library, and religious institution;
(2) The nearest property line of any residential use or residential zone;
(3) The nearest property line of any liquor store; and
(4) The closest exterior wall of another sexually-oriented business.

8. Home occupations, subject to the provisions of DCA 3.23.070 Part 3.
9. Accessory apartments, subject to the provisions of DCA 3.14.
10. Mechanical Automotive Repair Shops
    a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
    b. There shall be no more than 5 automobile bays.
    c. No automobiles shall be stored on the property for more than 14 days.
    d. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshal, and Environmental Protection Agency.
    e. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.
    f. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than six (6) parking spaces provided per bay. An additional 10 parking spaces may be allowed exclusively for employee use. No off-street parking spaces shall be located within fifteen (15) feet of the property line closest to Main Street.
    g. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
11. Dog Kennels/Boarding Facilities
    a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
    b. Dogs shall be kept primarily indoors, with the exception of short periods of time for the dogs to exercise, relieve themselves, go on walks, etc.
    c. Shall have no more than twenty (20) individual dog kennel runs, with total dogs not to exceed 1.2 times the number of kennel runs.
    d. No more than one dog shall share a kennel run without the owner's permission.
    e. Facility shall be sound proofed, and include an indoor dog run.
    f. Shall comply with City off-street parking requirements.

g. Shall provide daily disposal of all animal feces and wastes.

h. Shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).

i. There shall be adequate and effective means of control of insects and rodents at all times, such control shall be carefully monitored.

j. Operator shall bear full responsibility for recapturing and controlling any escaped animal.

k. Must have an active DVM relationship to immediately treat a sick or injured animal requiring medical attention.

l. Facility shall be located not less than one hundred fifty (150) feet from the nearest neighboring dwelling structure.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 3: **AMENDMENT** "3.07.040 Area And Width Requirements" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.040 Area And Width Requirements

1. a. Lot Coverage. No lot within the BC Zone may have more than fifty (50) percent of its land area covered by buildings or other impervious material.
2. **Lot Occupied by an Office and Commercial Structure**. There shall be no minimum lot area or width requirements except that an area sufficient to accommodate the structure, landscaped areas, minimum setback, required off-street parking, loading and unloading, vehicular ingress and egress shall be provided and maintained.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 4: **AMENDMENT** "3.07.050 Location Requirements" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.07.050 Location Requirements

All buildings shall comply with the following setbacks:

1. Front setback shall be not less than fifteen (15) feet from the property line on all streets; except corner lots, where setbacks shall not be less than eighteen (18) feet from the property line on all streets. No portion of the setback area adjacent to a street shall be used for off-street parking.
2. In commercial developments adjacent to other commercial areas, the side yard and rear yard setbacks will be not less than ten (10) feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
3. Where a commercial zone abuts a residential zone, the side yard and rear yard setbacks will be not less than twenty (20) feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
4. Where a commercial use and dwelling unit occupy the same building (mixed use), the Primary Use shall determine the setback requirements. If the Primary Use is commercial, the building shall meet the setback requirements as outlined above. If the Primary Use is a dwelling, the building shall comply with the setback requirements set forth in the TR-10,000 zone (DCA 3.02.050 Part 1).
5. Accessory buildings shall be set back not less than five (5) feet from the main building.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)
(Amended by Ord. 98-05, 3/10/98)

SECTION 5: **AMENDMENT** "3.07.080 Special Provisions" of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.07.080 Special Provisions

1. **Uses Within Buildings**. All commercial activities and storage shall be conducted entirely within a fully enclosed building, except those uses deemed by the City to be customarily and appropriately conducted in the open, including gasoline dispensing, plant nursery displays, temporarily parked automobiles in need of repair, and temporary sale of Christmas trees.
2. **Site Plan to Be Approved For All New Commercial Uses**. Prior to the establishment of a new commercial use or the construction of a new building, a site plan shall be submitted, reviewed and recommended by the Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04).
3. **Off-street Parking**. Off-street parking area which requires backing from the off-street parking space onto the street right-of-way in order to exit shall not be permitted. All ingress and egress shall be by forward motion only.

   All points of ingress and egress to a commercial use or off-street parking areas shall be

as shown on the site plan and shall be located not less than forty (40) feet from any intersection of public streets.

All off-street parking areas shall be hard-surfaced and shall be bordered by a curb or other barrier.

The number of required parking spaces and other particulars about the design and construction of off-street parking shall conform to the provisions of DCA 3.24.

4. **Trash Storage**. Adequate facilities for the disposal of solid waste shall be provided. All containers for the temporary storage and disposal solid waste material shall be of a size, type and quantity approved by the City shall be maintained in a location as shown on the Site Plan.
5. **Storage Containers**. The use of any portable unit, pod, or similar type of storage container is prohibited in this zone unless approved by the city.
6. **Surface Water Drainage to be Retained On-site**. All additional surface drainage generated as a result of development activity shall be disposed of on-site, as determined by the City Engineer.
7. **Height of Buildings**. The maximum height of any main building shall be thirty-four (34) feet, as determined in accordance with the provisions of DCA 3.21.080. (Ord. 96-15, 12/18/96).
8. **Landscaping Required**. As a means of mitigating safety hazards or adverse visual impacts all areas of the site not devoted to buildings or off street parking shall be landscaped. The landscaped area shall be not less than twenty (20) percent of the total area of the site. In addition to all other plan elements, a landscaping plan shall be submitted in conformance with DCA 3.13
9. **Design of Commercial Structures**. Commercial buildings shall comply with the following architectural design criteria. (Preliminary architectural design drawings of all building elevations shall be presented to the Planning Commission for review).
    a. The exterior of all commercial buildings shall be finished predominantly with wood and/or brick, stucco, stone or similar materials in accordance with guidelines in the Historical/Commercial/Residential Ordinance. Pitched roofs are preferred.
    b. The architectural styles of the business district should be consistent and harmonious. The style of building design and trim should be compatible with the relatively uncomplicated rural, small town character of Alpine. Extremely irrelevant, contrived or inconsistent styles will be discouraged.
10. **Water Rights Conveyance Requirements**. Water rights shall be conveyed to the City in accordance with the provisions of DCA 3.21.070.
11. **Nuisances Prohibited**. No land or building shall be used in any manner so as to create dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, odor, or other form of air pollution; liquid or solid refuse or wastes; or other substance, condition or element in such a

manner or in such an amount as to adversely affect the surrounding area or adjoining premises.

12. **Customary Accessory Structures. All Customary 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.** (Ordinance 2002-13) (Amended by Ord. 2006-14, 9/12/06; Ord. 2010-03, 8/24/10):
    a. 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.
    b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
    c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
    d. Side and Rear Setback - Interior Lot Line. Accessory buildings 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 no minimum rear or side setback shall be required when all the following conditions are met:
        i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
        ii. The accessory building contains no openings on the side contiguous to the lot line;
        iii. No drainage from the roof will be discharged onto an adjacent lot;
        iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
        v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
        vi. The building will not be taller than twelve (12) feet six (6) inches to the top of the roof line.
    e. Accessory Building Height. The maximum height of any accessory building shall be twenty (20) feet as measured form the average finished grade of the ground surface adjacent to the foundation o the structure to the top of the ridge line.
        i. Exceptions to the Height Requirement. Chimneys, flag poles, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height, provided that no such ancillary structure shall extend to a height in excess of fifteen (15) feet above the building.

ii. Additional Accessory Building Height. For every one (1) foot of additional height above twenty (20) feet, an additional two (2) feet of side yard and rear yard setback will be required. The maximum height of the accessory building as measured to the ridgeline shall be thirty (30) feet.

13. **Heliports**. The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
14. **Short Term Rentals**. Short Term Rentals are prohibited.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 6: **ADOPTION** "3.07-A Town Center Residential Overlay Zone" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A Town Center Residential Overlay Zone*(Added)*

SECTION 7: **ADOPTION** "3.07-A.010 Purpose" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.010 Purpose*(Added)*

The purpose of this chapter is to introduce residential uses within a specified commercial area, creating a greater mix of uses in locations that provide transportation options and access to needed services.

SECTION 8: **ADOPTION** "3.07-A.020 Applicability" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.020 Applicability*(Added)*

1. The Town Center Residential Overlay Zone (TCROZ) shall be applied only to the

Business-Commercial Zone (B-C).

2. Approval of the TCROZ constitutes a rezone, which may be approved or denied in the City Council's sole discretion.
3. The TCROZ includes residential uses as described in this chapter.

SECTION 9: **ADOPTION** "3.07-A.030 Development Agreement" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.030 Development Agreement*(Added)*

All applicants receiving TCROZ approval shall be required to enter into a development agreement with Alpine City to ensure that the development negotiated and defined during the rezone process and required by this chapter is reflected in the actual construction and maintenance of the project.

SECTION 10: **ADOPTION** "3.07-A.040 Uses" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.040 Uses*(Added)*

Residential and accessory buildings shall be permitted in the TCROZ pursuant to the requirements and procedures of this chapter.

SECTION 11: **ADOPTION** "3.07-A.050 Site Design" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.050 Site Design*(Added)*

1. Height and Setbacks for 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 have a total combined side yard width of at least twenty-two (22) feet, with no single side yard less than ten (10) feet.
    c. Side Yard – Corner Lots: On corner lots, the front and side yard requirements shall be the same as above, except that the side setback from the street shall be at least thirty (30) feet.
    d. Rear Yard – Interior Lots: All main dwelling structures shall be set back at least twenty (20) feet from the rear property line.
    e. Rear Yard – Corner Lots: All main dwelling structures shall be set back at least twenty (20) feet from the rear property line.
    f. Height of Dwellings: The maximum height of any dwelling or other main building shall be thirty-four (34) feet, as determined in accordance with the provisions of DCA ._.080.
2. Density and Regulations
    a. Lot Size: The minimum lot area for a single-unit dwelling shall be 10,000 square feet. Each lot shall contain a minimum of 10,000 square feet of area outside the mapped 100-year floodplain and any stormwater detention basins.
    b. Lot Coverage: No lot may have more than fifty percent (50%) of its land area covered by buildings or other impervious material.
3. Lot Width: The minimum width of any lot shall be ninety (90) feet, measured at the required front yard setback line.
4. Accessory Structures
    a. General Requirements: All customary residential accessory structures (Accessory Structures) shall comply with the following setbacks and regulations. Accessory Buildings require a building permit.
        i. Setbacks:
            (1) From Main Building: Minimum five (5) feet. If attached or within twelve (12) feet, the structure shall be considered part of the main building.
            (2) Side Setback – Corner Lot (Street Abutting): Minimum forty (40) feet from the side lot line abutting a street, except that a two (2) foot minimum may be allowed under specified conditions and with a fence.
            (3) Front Setback: Minimum forty (40) feet from the front property line.
            (4) Side and Rear Setback – Interior Lots: Minimum ten (10) feet rear and five (5) feet side, with a possible reduction to two (2) feet if all of the following are met:
            (5) Structure is more than twelve (12) feet from a dwelling;
            (6) No openings on the side facing the lot line;

(7) No roof drainage onto adjacent lots;
(8) Constructed of non-combustive or fire-resistive materials;
(9) Not within a recorded easement unless allowed by easement holder;
(10) Movable within twenty-four (24) hours if within an easement;
(11) Not taller than twelve feet six inches (12'6");
(12) Not more than 200 sq. ft. in size if an Accessory Building;

ii. The City Council may grant setback exceptions adjacent to non-residential properties.

iii. Height of Accessory Structures:
(1) Maximum twenty (20) feet to the ridge line.
(2) For each additional one (1) foot in height above twenty (20) feet, increase side and rear setbacks by two (2) feet.
(3) Absolute maximum height shall not exceed thirty (30) feet.
(4) Chimneys, flag poles, antennas, and similar non-occupancy structures may exceed these limits by up to fifteen (15) feet.

b. Swimming Pools and Related Facilities
i. A building permit is required.
ii. No pools or related facilities may be located within a recorded easement.
iii. Setbacks:
(1) Side – Corner Lot (Street Abutting): Minimum ten (10) feet.
(2) Side/Rear – Interior Lots: Minimum ten (10) feet.
(3) Front: Minimum forty (40) feet.
(4) Height: Maximum ten (10) feet from average natural grade.
(5) Exceptions to height or placement may be granted by City Council if the facility is attached to a dwelling and meets dwelling setbacks.

c. Sports Courts
i. Sports courts shall not be permitted in a recorded easement.
ii. Setbacks:
(1) Front: Minimum forty (40) feet.
(2) Side – Corner Lot (Street Abutting): Minimum ten (10) feet.
(3) Side/Rear – Interior Lots: Minimum ten (10) feet.
(4) Exception for Irregular Lots: The Planning Commission may allow reduced setbacks where the lot has three sides, subject to:
(A) Court no closer than ten (10) feet to a street-abutting property line;
(B) No encroachment into easements;
(C) Minimum thirty (30) feet from any dwelling on adjacent property;
(D) Privacy fence required to obscure court from street

view.

iii. Access Requirement Each lot shall abut and have direct access to a City-maintained or City-accepted street. The minimum frontage shall be the required lot width of the zone, except that cul-de-sac or curve lots may reduce frontage to sixty (60) feet if the width at the front setback meets the zone's minimum.

d. Utility Requirements
    i. Culinary Water: All occupied structures shall connect to the City's water system, with at least 40 psi pressure as determined by the City Engineer.
    ii. Sewer: All occupied structures shall connect to the City sewer system unless an alternate system is approved under MCA §14.04.010.

SECTION 12: **ADOPTION** "3.07-A.060 Application Process" of the Alpine City Development Code is hereby *added* as follows:

ADOPTION

3.07-A.060 Application Process*(Added)*

1. General Requirements
    a. The TCROZ application shall be processed as a rezone and must include a draft development agreement.
2. Pre-Application Conference
3. Applicants shall meet with the Planner and City Engineer prior to submission.
4. Required Studies
    a. Geotechnical study required for any building over one (1) story
    b. Traffic study required for projects with twenty (20) or more residential units.
5. Fees
    a. Applicants shall pay the rezone application fee and all study costs.
6. Visual Presentation
    a. Applicants shall submit a visual presentation showing proposed development in context with surroundings.
7. Planning Commission Review
    a. The Planning Commission shall hold a public hearing and recommend approval, conditional approval, or denial.
8. City Council Review and Public Hearing
    a. The City Council may approve, modify, or deny the proposed rezone and development agreement.

SECTION 13: **<u>ADOPTION</u>** "3.07-A.070 Special Provisions" of the Alpine City Development Code is hereby *added* as follows:

A D O P T I O N

3.07-A.070 Special Provisions*(Added)*

1. Heliports: Prohibited except for first responder use.
2. Short-Term Rentals: Prohibited.
3. Outdoor Lighting:
    a. Outdoor Recreation Areas: Lighting shall be shielded and directed downward. Light trespass onto adjacent property or rights-of-way is prohibited. Lighting is permitted from 7:00 a.m. to 11:00 p.m. or 30 minutes after use ends, whichever is earlier.
    b. Home and Landscape Lighting: Must be shielded and directed to prevent light trespass onto adjacent properties or rights-of-way.

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL
_____.

	AYE	NAY	ABSENT	ABSTAIN
Chrissy Hannemann	_____	_____	_____	_____
Jason Thelin	_____	_____	_____	_____
Jessica Smuin	_____	_____	_____	_____
Brent Rummler	_____	_____	_____	_____
Kelli Law	_____	_____	_____	_____

Presiding Officer

_____
Carla Merrill, Mayor, Alpine City

Attest

_____
DeAnn Parry, City Recorder, Alpine City

ALPINE CITY COUNCIL AGENDA

SUBJECT: Rezone Request — 242 & 243 E Red Pine Drive to Business-Commercial and Senior Housing Overlay Zone

FOR CONSIDERATION ON: October 28th, 2025

PETITIONER / APPLICANT: Troy Page

ACTION REQUESTED BY PETITIONER: Approval of proposed rezone request

REVIEW TYPE: Legislative

BACKGROUND INFORMATION

Troy Page has applied to rezone the properties located at 242 and 243 E Red Pine Drive from the CR-20,000 zone to the Business-Commercial (B-C) base zone and the Senior Housing Overlay Zone.

The property at 243 E Red Pine Drive is proposed for a full parcel rezone, while 242 E Red Pine Drive will be a partial rezone — only the southern portion (south of the creek on the property) currently zoned CR-20,000 is requested for inclusion. The upper portion will remain TR-10,000 (see attached map).

The applicant proposes 24 units on 3.21 total acres, meeting the minimum overlay zone requirement of at least two acres and no more than 32 total units and no more than 8 units per acre. There are also 15 additional parking spaces in addition to the two spaces per dwelling.

Per Alpine Development Code Section 3.18.040, the Planning Commission and City Council should consider the following when reviewing a Senior Housing Overlay application:

1. The harmony and compliance of the proposed location with the objectives and requirements of the City General Plan and Zoning Ordinances;
2. Whether the overlay may be injurious to potential or existing development within the vicinity;
3. The current development or lack thereof adjacent to the proposed location and its harmony with existing neighborhood uses;
4. Proximity of the proposed location to major arterial or collector streets;
5. Compatibility with the density analysis of the underlying zone and neighboring development;

6. The economic impact of the proposed facility or use on the surrounding area;
7. Demonstrable need for Senior Housing in the proposed area;
8. The City Council's sole discretion to determine whether a project qualifies under the intent of the Senior Housing Overlay ordinance.

The property to the west is an existing senior housing development. Surrounding properties include approximately half-acre single-family lots to the east, and one-acre lots to the north and south.

If approved, the proposed subdivision will go through another review as part of the subdivision review process. During that time more details will be provided for such items as setbacks, utilities, landscaping, architectural standards and other infrastructure requirements. Restrictive covenants and a Development Agreement will also be provided. The city code in this section requires a concept plan be approved first by the council and a final approval to be done at the same time as a decision on the rezone request. This section needs to be updated as State Code 10-9a-601 requires a single-family dwelling, two-family dwellings, or townhomes to only require a preliminary review by the Planning Commission and a final review completed by staff.

The Planning Commission reviewed this item during its October 21st, 2025, meeting and held a public hearing. The majority of public input reflected support for additional senior housing; some residents, however, expressed concern about potential traffic congestion, emergency access, parking, and maintaining the neighborhood's residential appearance.

The applicant discussed adding trees, fencing, and limiting signage to preserve privacy and the residential feel. Members of the Planning Commission agreed that the proposed project was compatible with nearby senior housing while acknowledging concerns about traffic and parking. This was also addressed by the applicant with the additional parking spaces and the general lower impact on traffic created by a senior housing project.

The Commission voted unanimously to recommend approval of the rezone with conditions requiring the project to:

- Remain age-restricted to 55 and older
- Include privacy fencing,
- Provide neighbor access pathways and visitor parking, maintain minimal signage,
- Establish HOA standards.

ALPINE CITY CODE

- Alpine Development Code 3.03 — CR-20,000 Zone
- Alpine Development Code 3.07 — Business Commercial Zone

- Alpine Development Code 3.18 — Senior Housing Overlay Zone

GENERAL PLAN

- **Country Residential (20,000 sq. ft. minimum lot size)** areas are intended to provide for medium-density residential development that maintains the rural and open space image of Alpine City.
- The **Senior Housing Overlay Zone** provides flexibility for specialized senior housing types that address the varied needs of Alpine's senior population while promoting independence and quality of life.

PUBLIC NOTICE

This item has been noticed according to Alpine City Code and the State of Utah requirements. A public hearing was held as part of the Planning Commission review.

STAFF RECOMMENDATION

As a legislative decision, the City Council should consider whether the proposed rezone is compatible with the City's General Plan policies and Development Code standards.

The Staff has reviewed this application and has determined it would meet the administrative criteria for this Senior Housing Overlay Zone.

SUGGESTED MOTIONS

Recommend Approval:

I move to approve the proposed rezone of 242 & 243 E Red Pine Drive to the Business-Commercial and Senior Housing Overlay Zone as proposed.

Recommend Approval with Conditions:

I move to approve the proposed rezone of 242 & 243 E Red Pine Drive to the Business-Commercial and Senior Housing Overlay Zone with the following conditions:

*Insert Conditions

Recommend to Table/ Deny:

I move to table/deny of the proposed rezone of 242 & 243 E Red Pine Drive based on the findings that the request does not comply with the Alpine City General Plan or Development Code.

*Insert Findings

ORDINANCE NO. 2025-23

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF ALPINE CITY TO REZONE CERTAIN PROPERTIES LOCATED AT 242 AND 243 EAST RED PINE DRIVE FROM THE CR-20,000 ZONE TO THE BUSINESS-COMMERCIAL (B-C) ZONE AND THE SENIOR HOUSING OVERLAY ZONE

WHEREAS, the Alpine City Council, having received a request to amend the Alpine City Official Zoning Map to rezone property located at 242 and 243 East Red Pine Drive, from the Country Residential (CR-20,000) Zone to the Business-Commercial (B-C) base zone with the Senior Housing Overlay Zone applied; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 21, 2025, in accordance with Utah State Code §10-9a-205 and the Alpine City Development Code, and after considering public input and staff analysis, voted to recommend approval of the proposed rezone; and

WHEREAS, the Alpine City Council finds that the proposed rezone is in harmony with the Alpine City General Plan, which promotes flexibility for senior housing types and supports neighborhood-compatible development, and that the proposed zoning is consistent with the intent and standards of the Alpine City Development Code; and

WHEREAS, the City Council has determined that this legislative decision promotes the public health, safety, and welfare of the residents of Alpine City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ALPINE CITY, UTAH:

Section 1. Zoning Map Amendment.

The Alpine City Official Zoning Map is hereby **amended** to change the zoning designation of the properties located at **242 and 243 East Red Pine Drive** as follows:

243 East Red Pine Drive Parcel No. 11:023:0187: Rezone the **entire parcel** from **CR-20,000** to **Business-Commercial (B-C)** with the **Senior Housing Overlay Zone**.

- **242 East Red Pine Drive Parcel No. 02:001:0001**: Rezone the **southern portion of the parcel (south of the existing creek)** from **CR-20,000** to **Business-Commercial (B-C)** with the **Senior Housing Overlay Zone**. A map depicting the area of the rezone is attached hereto as **Exhibit A** and incorporated by reference.

PASSED AND ADOPTED by the City Council of Alpine City, Utah, this ___ day of _____, 2025.

ALPINE CITY

By: _____

Carla Merrill, Mayor

ATTEST:

DeAnn Parry, City Recorder

VOTING BY THE CITY COUNCIL:

Council Member	**Vote**
Jessica Smuin	☐ Yea ☐ Nay
Brent Rummler	☐ Yea ☐ Nay
Jason Thelin	☐ Yea ☐ Nay
Chrissy Hanneman	☐ Yea ☐ Nay
Kelli Law	☐ Yea ☐ Nay

Exhibit A: Official Zoning Map Amendment – Page Rezone (242 & 243 E Red Pine Drive)

Map Legend

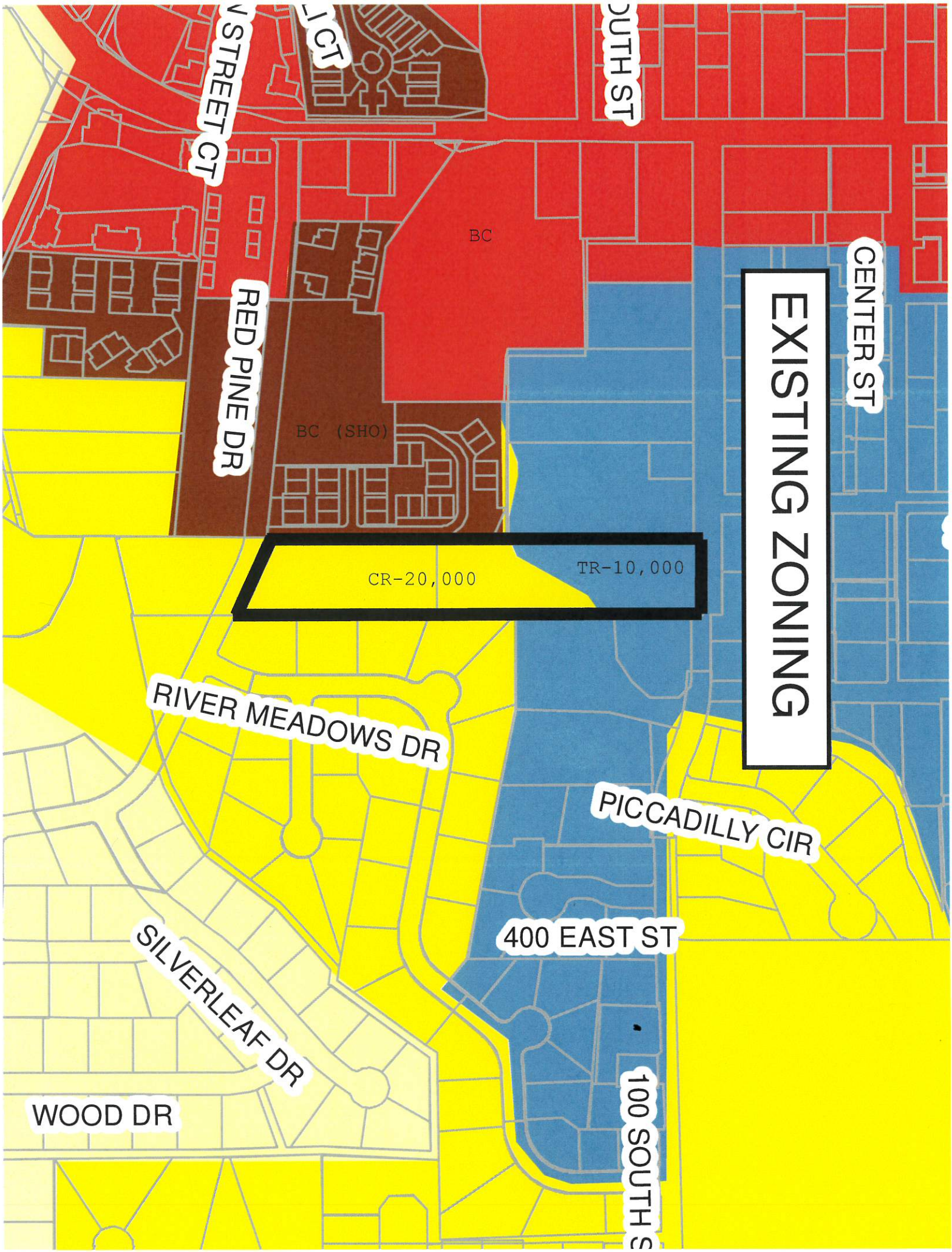
- Alpine City Boundary
- Business Commercial
- Senior Housing Overlay Zone
- TR-10,000 (1/4 acre)
- CR-20,000 (1/2 acre)
- CR-40,000 (1 acre)
- CE-5 (5 acre)

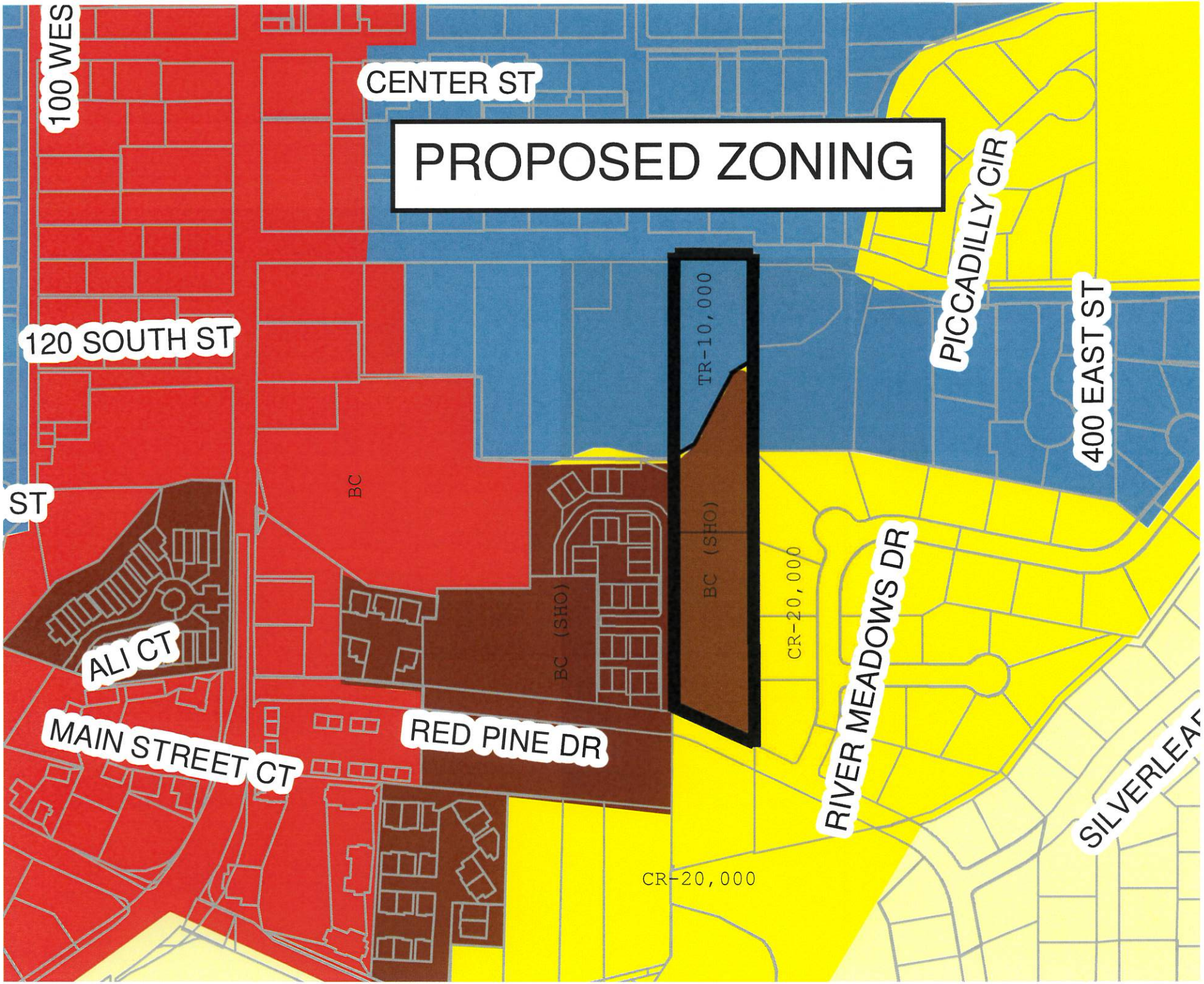
Alpine City Zoning Map

0 0.125 0.25 0.5 0.75 1 Miles

N W E S

Ordinance No. 2025-23
October 28th, 2025


EXISTING ZONING
BC
BC (SHO)
CR-20,000
TR-10,000
CENTER ST
RED PINE DR
STREET CT
CT
OUTH ST
RIVER MEADOWS DR
PICCADILLY CIR
400 EAST ST
SILVERLEAF DR
WOOD DR
100 SOUTH


PROPOSED ZONING
100 WES
CENTER ST
120 SOUTH ST
ST
ALI CT
MAIN STREET CT
RED PINE DR
BC
BC (SHO)
TR-10,000
BC (SHO)
CR-20,000
CR-20,000
PICCADILLY CIR
400 EAST ST
RIVER MEADOWS DR
SILVERLEAF

CIVIL ENGINEERING

Memo

To: Alpine City
From: Ken R. Berg, PE
Date: 10/1/2025
Re: Page – Zone Change Request

3.18.040 Overlay Zone Created - In considering a request to rezone a parcel as a Senior Housing Overlay Zone, the Planning Commission and City Council shall consider the following:

1. The harmony and compliance of the proposed location of the overlay zone with the objectives and requirements of the City General Plan and Zoning Ordinances.

   GOAL#3
   Preserve and protect specific community characteristics such as hillsides, scenic views, critical lands and a historic small-town, rural atmosphere by using overlay zones which build on an underlying zone by setting additional standards, and applying the standards of both zones.

   3.3 -
   The Senior Housing Overlay Zone is to provide for increased land use flexibility and specialized types of senior housing that recognizes and accommodates varied housing needs and desires of the community's senior housing population while promoting independence and a high quality of life.

   The proposed project is in compliance with Goal number 3 of the General Plan by providing additional housing options for the community's senior population.

   The proposed project consists of and complies with all of the requirements of the Senior Housing Overlay Zoning Ordinances.

   a) Two Car Garage is proposed for each unit with additional parking as shown in the concept plan

   b) Setback along Red Pine Drive is the required 30 feet. The setback adjacent to existing residential property along the eastern property line is 20 feet

   c) The proposed private travel way has 20 feet of asphalt

d) Minimum Acreage of 2 ac [Project has 3.21 ac]

e) Maximum DU/AC is 8 DU/AC [Project is 24 units/3.21 ac = 7.48 DU/AC]

f) All property will be maintained by the HOA

g) Restrictive Covenants will be established as part of the approval process.

h) Architectural Character will be approved by the Planning Commission

i) Landscaping will be of the same general character or better as the yards in the neighborhood.

j) Each unit will have its own culinary water, sewer lateral and all other required underground utilities.

2. Whether or not the application of the Overlay Zone may be injurious to potential or existing development within the vicinity.

   The low impact natural of senior housing will not be injurious to potential or existing developments in the vicinity.

3. The current development or lack of development adjacent to the proposed location and the harmony of the proposed location with the existing uses in the neighborhood.

   The Page property is the only unsubdivided property along all of Red Pine Drive. The proposed Senior Housing Development is in harmony with other uses along Red Pine Drive with existing senior housing projects to the west and south of the project, with existing residential along the east side. The project has the same front setback as the residential homes in the area.

4. The proposed location is in proximity to the major arterial or collector streets.

   The proposed project is within 1,000 feet of Main Street and Ridge Drive

5. The compatibility of the proposed location of the overlay zone with the density analysis of the underlying zone and neighboring development.

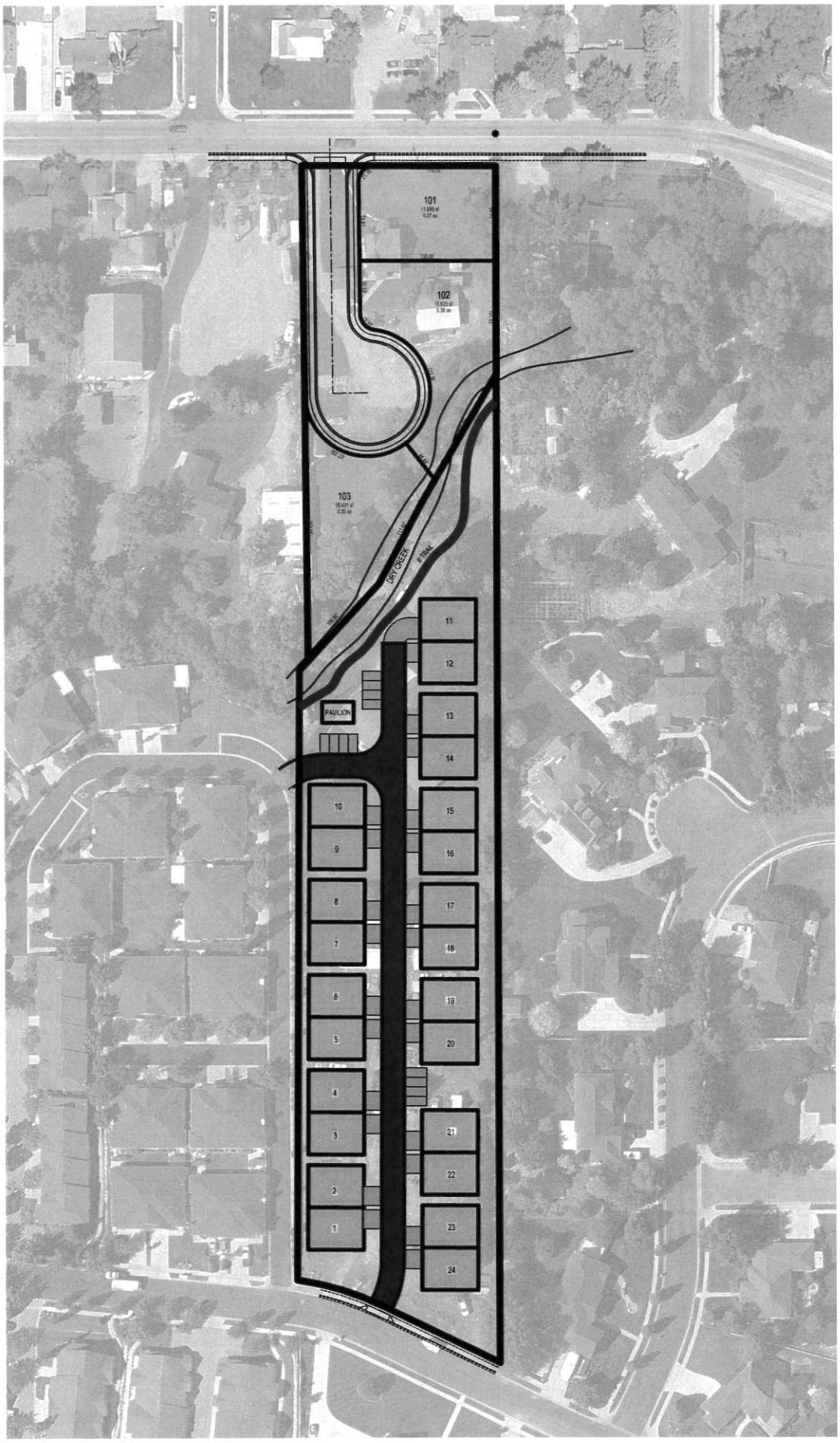
   The existing zoning of CR-20,000 would yield a maximum of 7 units on the 3.21 acres which would match the neighboring development to the east. The proposed 24 units are similar to the existing 24 senior housing to the west.

6. The economic impact of the proposed facility or use of the surrounding area

   The proposed project consists of a total of 24 senior housing units that are single story attached twin homes. There is no economic impact of the proposed senior housing residential to the surrounding area.

7. A demonstrable need for Senior Housing in the area of the proposed location.

   The existing single story senior housing projects within the area are in high demand and additional units are needed within Alpine City to meet the needs and desires of the community's senior housing population.


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DRY CREEK
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ALPINE CITY COUNCIL AGENDA

SUBJECT: Wireless Cell Tower Equipment Upgrade

FOR CONSIDERATION ON: October 28th,2025

PETITIONER / APPLICANT: Crown Castle

ACTION REQUESTED BY PETITIONER: Approval of Equipment Upgrade on an Existing Pole.

REVIEW TYPE: Administrative

BACKGROUND INFORMATION:

Crown Castle Inc. has applied to add or replace antennas, ancillary equipment, and ground equipment as shown in the submitted plans for an existing carrier on an existing wireless communication facility. The facility is located at 694 Rocky Mountain Drive on private property.

Staff has reviewed the proposal and determined it to be a substantial change, requiring a public hearing and Planning Commission recommendation, followed by review by the City Council.

According to the submitted plans, the proposed modifications include:

- Installation of underground conduit connecting to facilities within the leased area.
- Running a new feedline cable up the existing pole.
- Installation of four (4) new wireless antennas at the top of the existing pole.

The new antennas are approximately seven (7) feet at their longest dimension and will extend approximately two (2) feet from the pole. No additional height will be added—the pole will remain at 25 feet, and the original footprint will not change.

Because this project involves the upgrade and maintenance of an existing structure, most applicable requirements have already been satisfied. The City may, however, require that the color and materials meet city standards. City Code allows for an administrative decision regarding color, requiring that equipment extending above surrounding vegetation be painted in a non-reflective light gray, light blue, or brown tone to blend with the skyline or hillside. The existing pole is brown, which blends with the surrounding hillside.

This proposal is also subject to all applicable FCC and FAA regulations.

The Planning Commission reviewed the proposed equipment upgrade and held the required public hearing. The discussion centered around the pole being located on private property, the desire of residents to move the cell towers to different locations, and the need to camouflage the pole. Where the pole exists, the movement of the poles didn't seem to be a credible option at this time. In the future, as these poles become replaced or obsolete, or federal law changes, that would become an option.

The Planning Commission discussed different camouflage options available, including faux tree designs, and the color of the pole/equipment. Some of the commission didn't like the look of the faux trees, so the Commission decided to recommend the Council's approval of the upgraded equipment proposal, with the City Council reviewing different camouflage options to better protect the views of neighbors.

Staff has received several questions since the Planning Commission originally reviewed this item. Crown Castle's representative was contacted and provided the following answers.

- Is the pole active? Yes, it is a collocation pole and is functioning and active.
- Different Design options? In order to create a faux tree or water tower look, it would require a complete teardown and redesign of the existing pole. If they ever were to replace these towers, that would be something they would be willing to do. It did not make sense for them to do something like that for such a minor change to an existing pole.
- Real trees planted near the existing tree? As long as the trees weren't taller than 30' in height, that would not be an issue.
- Moving towers or equipment to a different site? The towers are tested by engineers for the best location and reception areas. For this tower, it would need to remain within ½ to one mile to work as it needs to. They did not have any options within that distance that could work.

The property owner also would be willing to plant additional real trees around the tower in order to better protect views of neighbors.

ALPINE CITY CODE:

- Alpine Development Code 3.27 Wireless Telecommunications Ordinance

GENERAL PLAN:

- N/A

PUBLIC NOTICE:

This item has been noticed according to Alpine City Code and the State of Utah requirements. A public hearing was held as part of the Planning Commission review.

STAFF RECOMMENDATION:

Pursuant to City Code and federal regulations, state and local governments may not deny, and shall approve, any eligible facilities request for modification of an existing wireless

tower or base station that does not substantially change the physical dimensions of such tower or base station.

An “eligible facilities request” includes any modification that involves:

- Collocation of new transmission equipment,
- Removal of transmission equipment, or
- Replacement of transmission equipment.

Staff recommend approval of the proposed equipment upgrade, subject to the condition that the color of the antennas matches the existing brown color of the pole to blend with the surrounding hillside.

SUGGESTED MOTION:

Motion to Approve

I move to approve the Wireless Cell Tower Equipment Upgrade located at 694 Rocky Mountain Drive as proposed, based on the findings and conditions listed in the staff report.

Motion to Approve with Conditions

I move to approve with conditions of the Wireless Cell Tower Equipment Upgrade located at 694 Rocky Mountain Drive, based on the findings and conditions listed in the staff report, and with the additional condition(s) that:

*The antennas and associated equipment be painted to match the existing brown color of the pole; and

*Any additional modifications comply with all applicable FCC, FAA, and Alpine City Code 3.27 requirements.”

Motion to Table

I move to table the consideration of the Wireless Cell Tower Equipment Upgrade located at 694 Rocky Mountain Drive to a future meeting to allow additional time for the applicant to address the following items:

*Insert findings

Motion to Deny

I move to deny of the Wireless Cell Tower Equipment Upgrade located at 694 Rocky Mountain Drive, based on the following findings:

*Insert findings

CROWN CASTLE

CrownCastle.com

For Lease Information 877-486-9377

For 24 Hour Service Questions or Emergencies Call 800-788-7011

Crown Castle Business Unit Number 880636

Site Address 694 Rocky Mtn Dr.
Alpine UT 84004

Site Name SHEPHERD'S HILL

FCC Tower Reg. No.

03.05.2025 15:08


03.05.2025 14:58


03.05.2025 15:09


03.05.2025 15:10


03.05.2025 15:10

8020 Katy Freeway
Houston, TX 77024

Phone: (949) 885-3710
www.crowncastle.com

The proposed scope of work for this project includes:

> Add or replace antennas, ancillary equipment and ground equipment as per plans for an existing carrier on an existing wireless communication facility.

At the end of this letter is a checklist outlining the applicable substantial change criteria under Section 6409. Additionally, the following items are included in support of this request:

- Construction Drawings
- Site photos

As these documents indicate, (i) the modification involves the collocation, removal or replacement of transmission equipment; and (ii) such modification will not substantially change the physical dimensions of such tower or base station. As such, it is an "eligible facilities request" as defined in the FCC's rules to which the 60-day deadline for approval applies. Accordingly, Applicant requests all authorization necessary for this proposed minor modification under Section 6409.

Our goal is to work with you to obtain approvals earlier than the deadline. We will respond promptly to any request for related information you may have in connection with this request. Please let us know how we can work with you to expedite the approval process. We look forward to working with you on this important project, which will improve wireless telecommunication services in your community using collocation on existing infrastructure. If you have any questions, please do not hesitate to contact me.

Regards,

Christopher Voss

Christopher Voss
Permitting Specialist, Tower Services
Crown Castle, Agent for Skylink LLC
(949) 885-3710
Christopher.Voss@crowncastle.com

CROWN CASTLE

8020 Katy Freeway
Houston, TX 77024

Phone: (949) 885-3710
www.crowncastle.com

Section 6409 Substantial Change Checklist for Towers Outside of the Public Right of Way

The Federal Communications Commission has determined that a modification substantially changes the physical dimension of a wireless tower or base station under 47 U.S.C. § 1455(a) if it meets one of six enumerated criteria under 47 C.F.R. § 1.6100.

Criteria for Towers Outside of the Public Rights of Way

YES/NO **NO**	Does the modification increase the height of the tower by more than the greater of: (a) 10%; or (b) the height of an additional antenna array plus separation of up to 20 feet from the top of the nearest existing antenna?
YES/NO **NO**	Does the modification add an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater?
YES/NO **NO**	Does the modification involve the installation of more than the standard number of new equipment cabinets for the technology involved or add more than four new equipment cabinets?
YES/NO **NO**	Does the modification entail any excavation or deployment outside the current site by more than 30 feet in any direction, not including any access or utility easements?
YES/NO **NO**	Does the modification defeat the concealment elements of the eligible support structure?
YES/NO **NO**	Does the modification violate conditions associated with the siting approval for the tower or base station other than as specified in 47 C.F.R. § 1.6100(c)(7)(i) – (iv)?

If all questions in the above section are answered "NO," then the modification does not constitute a substantial change to the existing tower under 47 C.F.R. § 1.6100.

SKYLINK LLC

SKYLINK LLC SITE NUMBER: N/A
SKYLINK LLC SITE NAME: N/A
SKYLINK LLC PROJECT: FIRST TIME INSTALL

BUSINESS UNIT #: 880636
SITE ADDRESS: 694 ROCKY MTN DR.
ALPINE, UT 84004
COUNTY: UTAH
SITE TYPE: MONOPOLE TOWER
TOWER HEIGHT: 25'-0"

SITE INFORMATION

CROWN CASTLE USA INC.	
SITE NAME:	SHEPHERD'S HILL
BU NUMBER:	880636
TOWER OWNER:	CROWN CASTLE 2000 CORPORATE DRIVE CANONSBURG, PA 15317
CARRIER/APPLICANT:	SKYLINK LLC 5155 ROSECRANS AVE HAWTHORNE, CA 90250
SITE ADDRESS:	694 ROCKY MTN DR. ALPINE, UT 84004
COUNTY:	UTAH
LATITUDE:	40° 26' 38.77" / 40.444103°
LONGITUDE:	-111° 46' 47.23" / -111.779786°
LAT/LONG TYPE:	NAD83
GROUND ELEVATION:	5032' SE
AREA OF CONSTRUCTION:	NEW
CURRENT ZONING:	CR-20,000
MAP/PARCEL #:	11:023:0095
OCCUPANCY CLASSIFICATION:	U
TYPE OF CONSTRUCTION:	IIB
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
PROPERTY OWNER:	CLYDE E AND JANA S SHEPHE 694 S ROCKY MT DR ALPINE, UT 84004
JURISDICTION:	CITY OF ALPINE, UT CITY HALL, 20 NORTH MAIN ALPINE, UT 84004
ELECTRIC PROVIDER:	ROCKY MOUNTAIN POWER (877) 508-5088
TELCO PROVIDER:	LUMEN (877) 453-8353

PROJECT TEAM

A&E FIRM:	P. MARSHALL & ASSOCIATES, LLC 3545 WHITEHALL PARK DRIVE, SUITE 450 CHARLOTTE, NC 28273 TREVOR MCALLISTER 678-280-2325
CROWN CASTLE	2000 CORPORATE DRIVE CANONSBURG, PA 15317
CONTACTS:	HEATHER MILLER- AES HEATHER.MILLER@CROWNCASTLE.COM

PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN NOC AT (800) 788-7011 & CROWN CONSTRUCTION MANAGER.

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1	SITE PLAN
C-2	TOWER ELEVATION
C-3	ANTENNA PLAN @ 25'-0"
C-4	FINAL EQUIPMENT SCHEDULE
C-5	EQUIPMENT DETAILS AND SPECIFICATIONS
G-1	GROUNDING DETAILS
G-2	GROUNDING DETAILS

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 22X34. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CALL UTAH ONE CALL
(800) 662-4111
CALL 3 WORKING DAYS
BEFORE YOU DIG!

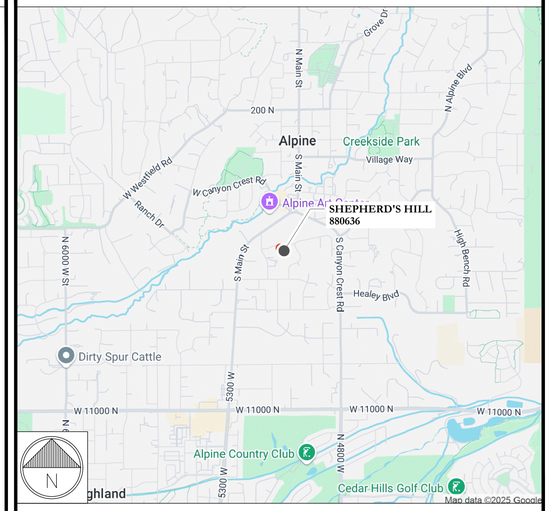
PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

TOWER SCOPE OF WORK:
- INSTALL (1) PERFECT VISION - PV-RM1045-GS COLLAR MOUNT
- INSTALL (3) PERFECT VISION - PV-TA24-FPB-HD W/ PV-ST35X72 T-ARM MOUNTS
- INSTALL (4) TARANA WIRELESS - G1 ANTENNAS
- INSTALL (2) AVIAT NETWORKS - WTM 4800 ODUS
- INSTALL (1) EUPEN - JB006 120-00163-00 SURGE ARRESTOR
- INSTALL (1) 7/8" EUPEN - EUCAHYBRID 78-12C6-24MM5 HYBRID CABLE

GROUND SCOPE OF WORK:
- INSTALL GROUND EQUIPMENT IN NEW 4'-0"x4'-0" LEASE AREA

LOCATION MAP



NO SCALE

APPLICABLE CODES & REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2021 UTAH BUILDING CODE (2021 IBC W/ AMENDMENTS)
MECHANICAL	2021 UTAH MECHANICAL CODE (2021 IMC W/ AMENDMENTS)
ELECTRICAL	2023 UTAH ELECTRICAL CODE (2023 NEC W/ AMENDMENTS)

REFERENCE DOCUMENTS:

STRUCTURAL ANALYSIS:	BY OTHERS
DATED:	N/A
MOUNT ANALYSIS:	BY OTHERS
DATED:	N/A
RFDS REVISION:	N/A
DATED:	N/A
ORDER ID:	707615
REVISION:	1

SKYLINK LLC

CROWN CASTLE

P. MARSHALL & ASSOCIATES
1000 HOLCOMB WOODS PKWY. STE 210,
ROSWELL, GA 30076
OFFICE 678-230-2325

SKYLINK LLC SITE NUMBER: **N/A**

BU #: **880636**

CROWN CASTLE SITE NAME **SHEPHERD'S HILL**

694 ROCKY MTN DR.
ALPINE, UT 84004

EXISTING 25'-0"
MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/29/2025	MAS	FINAL	EG

REGISTERED PROFESSIONAL ENGINEER
LIC. 12318905-2202
DAVID CRABBE
STATE OF UTAH
05/29/2025

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: T-1

REVISION: 0

CROWN CASTLE USA INC. SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED– NO WORK SHALL COMMENCE PRIOR TO CROWN CASTLE USA INC. WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN CASTLE USA INC. NOC AT 800–788–7011 & THE CROWN CASTLE USA INC. CONSTRUCTION MANAGER.
2. "LOOK UP" – CROWN CASTLE USA INC. SAFETY CLIMB REQUIREMENT:
   THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR CROWN CASTLE USA INC. POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND CROWN CASTLE USA INC. STANDARD CED–STD–10253, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA–322 (LATEST EDITION)
5. ALL SITE WORK TO COMPLY WITH QAS–STD–10068 "INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE USA INC. TOWER SITE," CED–STD–10294 "STANDARD FOR INSTALLATION OF MOUNTS AND APPURTENANCES," AND LATEST VERSION OF ANSI/TIA–1019–A–2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY CROWN CASTLE USA INC. PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, TOWER OWNER, CROWN CASTLE USA INC., AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
   CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
   CARRIER: SKYLINK LLC
   TOWER OWNER: CROWN CASTLE USA INC.
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CROWN CASTLE.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND CROWN CASTLE PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION AND IS TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF CROWN CASTLE USA INC.
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST–IN–PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°f AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE–THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER–TO–CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
   #4 BARS AND SMALLER.....40 ksi
   #5 BARS AND LARGER.....60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
   CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....3"
   CONCRETE EXPOSED TO EARTH OR WEATHER:
   #6 BARS AND LARGER.....2"
   #5 BARS AND SMALLER.....1–1/2"
   CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
   SLAB AND WALLS.....3/4"
   BEAMS AND COLUMNS.....1–1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

GREENFIELD GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL–OF–POTENTAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON–ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON–METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON–METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD–WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
   4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
   4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERYIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR–CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN–2, XHHW, XHHW–2, THW, THW–2, RHW, OR RHW–2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN–2, XHHW, XHHW–2, THW, THW–2, RHW, OR RHW–2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI–CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI–CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN–2, XHHW, XHHW–2, THW, THW–2, RHW, OR RHW–2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP–STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL–CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC ON STRAIGHTS AND SCHEDULE 80 PVC UNDER ALL TRAFFIC EASEMENTS AND ALL ELBOWS/90s. ABOVE GRADE CONDUIT TO BE SCH 80 PVC OR IMC/RMC CONDUIT. EMT IS ALLOWED AT STUB UP LOCATIONS AND INDOORS ONLY.
18. LIQUID–TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID–TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION–TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON–PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER–ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY–COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3R (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY–COATED OR NON–CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR CROWN CASTLE USA INC. BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "SKYLINK LLC".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

CONDUCTOR COLOR CODE

SYSTEM	CONDUCTOR	COLOR
120/240V, 1Ø	A PHASE	BLACK
	B PHASE	RED
	NEUTRAL	WHITE
	GROUND	GREEN
120/208V, 3Ø	A PHASE	BLACK
	B PHASE	RED
	C PHASE	BLUE
	NEUTRAL	WHITE
	GROUND	GREEN
277/480V, 3Ø	A PHASE	BROWN
	B PHASE	ORANGE OR PURPLE
	C PHASE	YELLOW
	NEUTRAL	GREY
	GROUND	GREEN
DC VOLTAGE	POS (+)	RED**
	NEG (–)	BLACK**

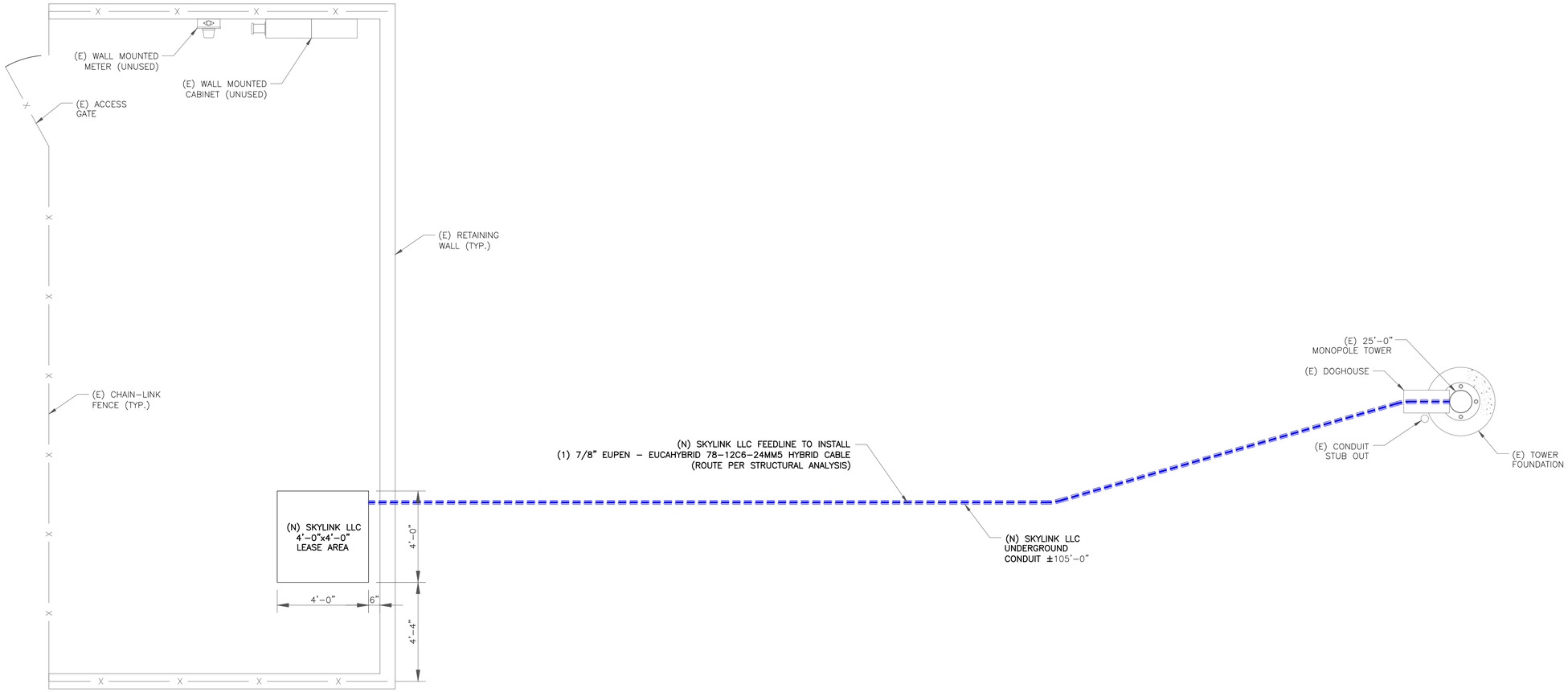
* SEE NEC 210.5(C)(1) AND (2)
** POLARITY MARKED AT TERMINATION

APWA UNIFORM COLOR CODE:

WHITE	PROPOSED EXCAVATION
PIN

EQUIPMENT LEGEND:

- EXISTING
- TO BE RELOCATED/REMOVED
- NEW



1 SITE PLAN
SCALE: 2' 1' 0 2' 3/8"=1'-0" (FULL SIZE) 3/16"=1'-0" (11x17)

N

SKYLINK LLC

CROWN CASTLE

P. MARSHALL & ASSOCIATES
1000 HOLCOMB WOODS PKWY. STE 210,
ROSWELL, GA 30076
OFFICE 678-230-2325

SKYLINK LLC SITE NUMBER: **N/A**

BU #: **880636**

CROWN CASTLE SITE NAME **SHEPHERD'S HILL**

694 ROCKY MTN DR.
ALPINE, UT 84004

EXISTING 25'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/29/2025	MAS	FINAL	EG

REGISTERED PROFESSIONAL ENGINEER
No. 12546598-2202
DAVID CRABBE
STATE OF UTAH
05/29/2025

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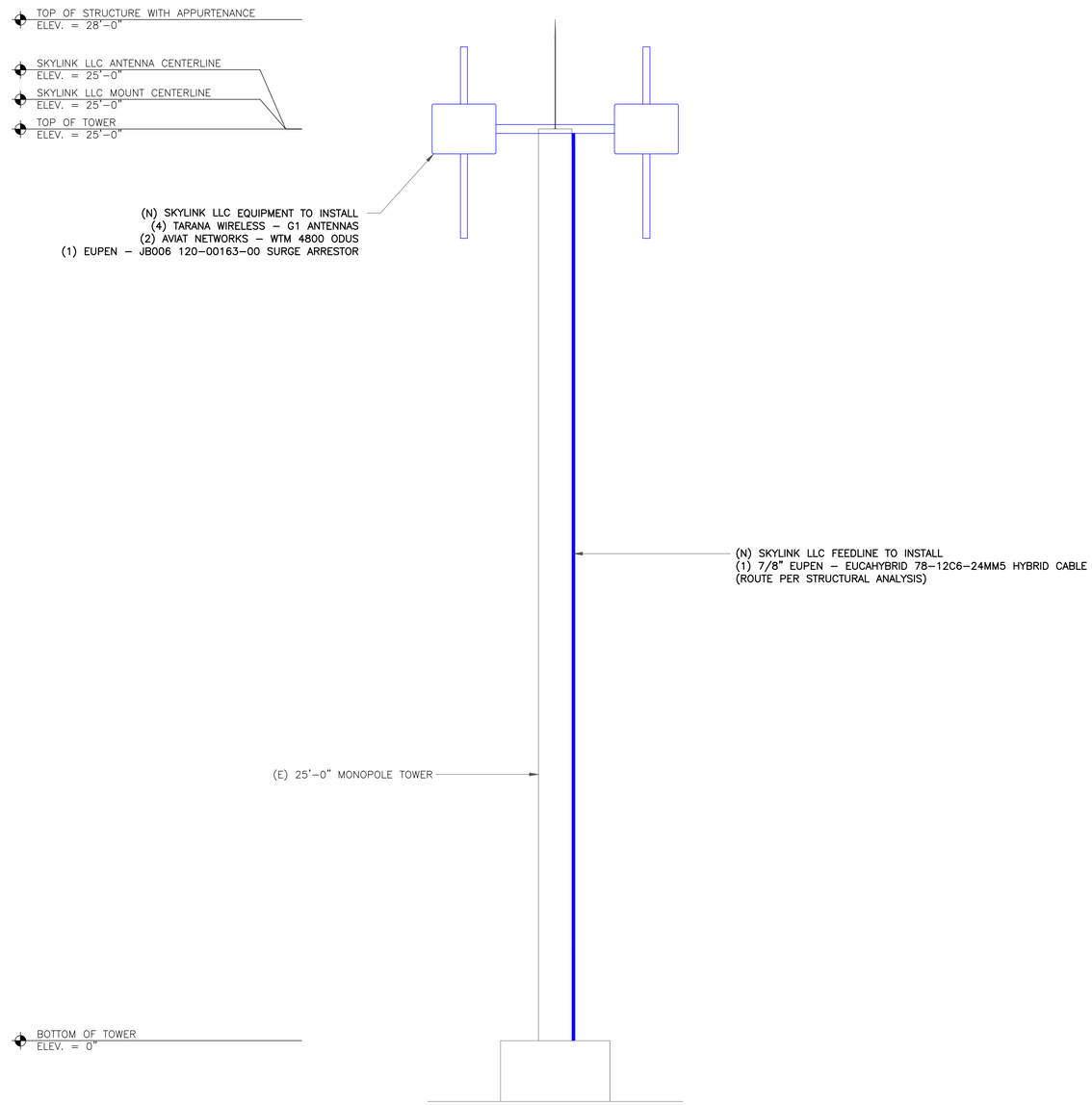
SHEET NUMBER: C-1

REVISION: 0

CROWN_GENERIC_05/16/25

STRUCTURAL ANALYSIS NOTES:

1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING STRUCTURAL ANALYSIS.
2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE STRUCTURAL ANALYSIS FOR ANY CONDITIONS PRIOR TO INSTALLATION.
3. ANY REQUIRED STRUCTURAL MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY EOR.



1 FINAL TOWER ELEVATION

SCALE: 2' 1' 0 2' 1/2"=1'-0" (FULL SIZE) 1/4"=1'-0" (11x17)

SKYLINK LLC

CROWN CASTLE

P. MARSHALL & ASSOCIATES
1000 HOLCOMB WOODS PKWY. STE 210,
ROSWELL, GA 30076
OFFICE 678-230-2325

SKYLINK LLC SITE NUMBER: **N/A**

BU #: **880636**

CROWN CASTLE SITE NAME **SHEPHERD'S HILL**

694 ROCKY MTN DR.
ALPINE, UT 84004

EXISTING 25'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/29/2025	MAS	FINAL	EG

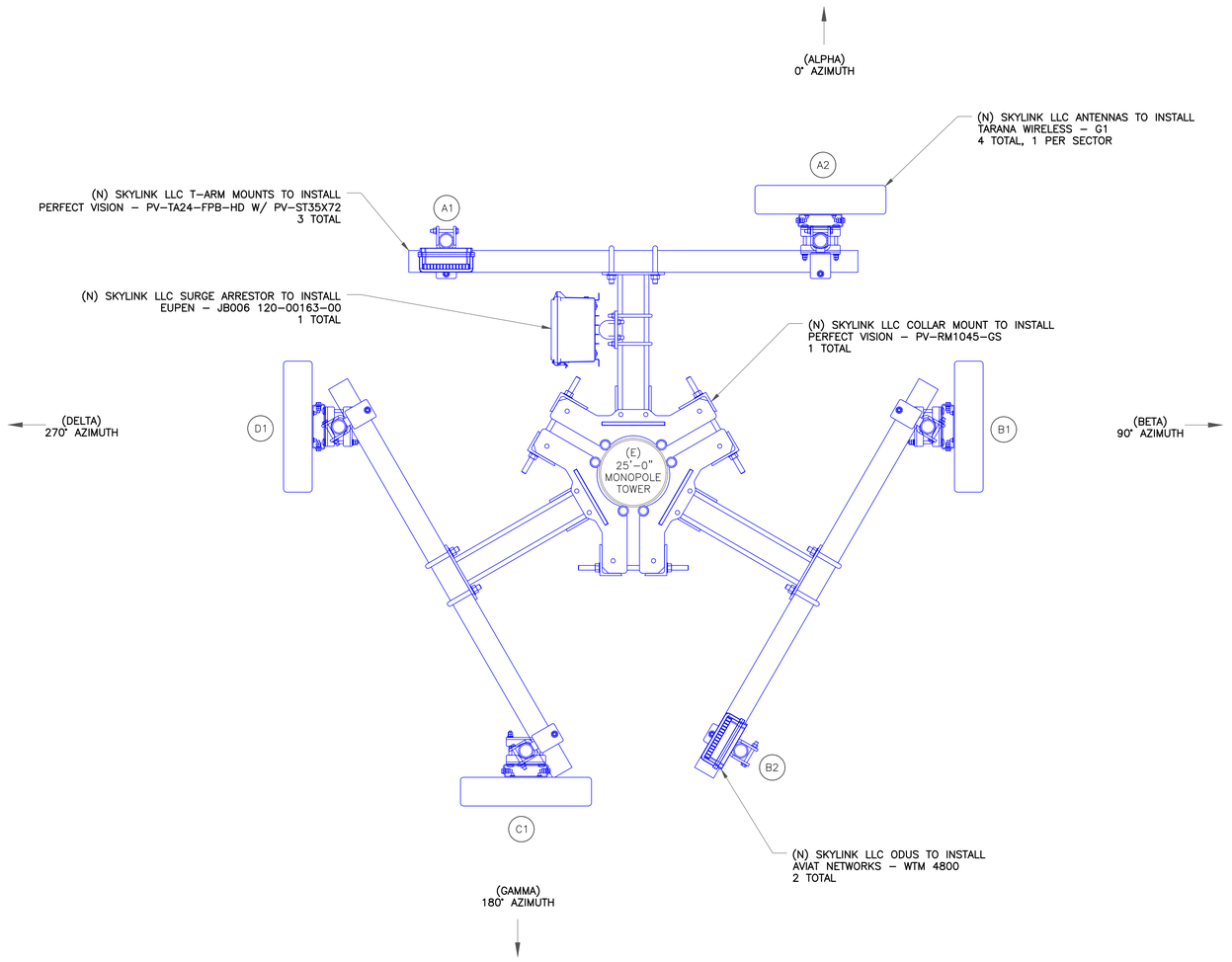
REGISTERED PROFESSIONAL ENGINEER
No. 13218886-2202
DAVID CRABBE
STATE OF UTAH

05/29/2025

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SHEET NUMBER: C-2

REVISION: 0



2 FINAL ANTENNA PLAN @ 25'-0"

SCALE: 1' 6" 0 1' 1"=1'-0" (FULL SIZE) 1/2"=1'-0" (11x17)

N

CROWN_GENERIC_05/16/25

SKYLINK LLC

CROWN CASTLE

P. MARSHALL & ASSOCIATES
1000 HOLCOMB WOODS PKWY. STE 210,
ROSWELL, GA 30076
OFFICE 678-230-2325

SKYLINK LLC SITE NUMBER: **N/A**

BU #: **880636**

CROWN CASTLE SITE NAME
SHEPHERD'S HILL

694 ROCKY MTN DR.
ALPINE, UT 84004

EXISTING 25'-0"
MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/29/2025	MAS	FINAL	EG

REGISTERED PROFESSIONAL ENGINEER
No. 12436886-2202
DAVID CRABBE
STATE OF UTAH
05/29/2025

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SHEET NUMBER: C-3

REVISION: 0

FINAL EQUIPMENT SCHEDULE
(GC TO VERIFY WITH CURRENT RFDS)

POSITION	ANTENNA				RADIO			DIPLEXER			TMA		SURGE PROTECTION		CABLES			
	TECH	STATUS/MANUFACTURER MODEL	AZIMUTH	RAD CENTER	QTY.	STATUS/MODEL	LOCATION	QTY.	STATUS	LOCATION	QTY.	STATUS	QTY.	STATUS/MODEL	QTY.	STATUS/TYPE	SIZE	LENGTH
A1	–	–	–	–	1	(N) AVIAT NETWORKS – WTM 4800	TOWER	–	–	–	–	–	1	(N) EUPEN – JB006 120–00163–00	1	EUPEN – EUCAHYBRID 78–12C6–24MM5 HYBRID CABLE	7/8"	75'–0"
A2	–	(N) TARANA WIRELESS – G1	0°	25'–0"	–	–	–	–	–	–	–	–	–	–	–	–	–	–
B1	–	(N) TARANA WIRELESS – G1	90°	25'–0"	–	–	–	–	–	–	–	–	–	–	–	–	–	–
B2	–	–	–	–	1	(N) AVIAT NETWORKS – WTM 4800	TOWER	–	–	–	–	–	–	–	–	–	–	–
C1	–	(N) TARANA WIRELESS – G1	180°	25'–0"	–	–	–	–	–	–	–	–	–	–	–	–	–	–
D1	–	(N) TARANA WIRELESS – G1	270°	25'–0"	–	–	–	–	–	–	–	–	–	–	–	–	–	–

UNUSED FEEDLINES

–	–	–	–
–	–	–	–

1 FINAL EQUIPMENT SCHEDULE
SCALE: NOT TO SCALE

CROWN_GENERIC_05/16/25

SKYLINK LLC

CROWN CASTLE

P. MARSHALL & ASSOCIATES
1000 HOLCOMB WOODS PKWY. STE 210,
ROSWELL, GA 30076
OFFICE 678-230-2325

SKYLINK LLC SITE NUMBER: **N/A**

BU #: **880636**

CROWN CASTLE SITE NAME
SHEPHERD'S HILL

694 ROCKY MTN DR.
ALPINE, UT 84004

EXISTING 25'-0"
MONOPOLE TOWER

ISSUED FOR:

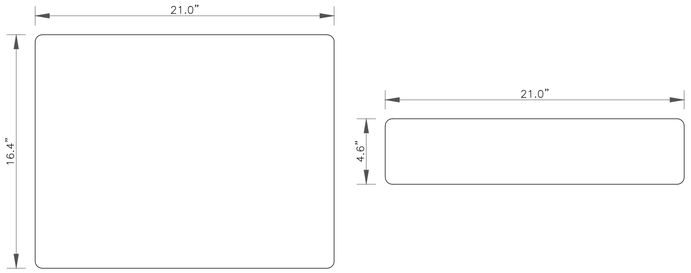
REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/29/2025	MAS	FINAL	EG

REGISTERED PROFESSIONAL ENGINEER
No. 13218886-2202
DAVID CRABBE
STATE OF UTAH
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SHEET NUMBER: C-4

REVISION: 0



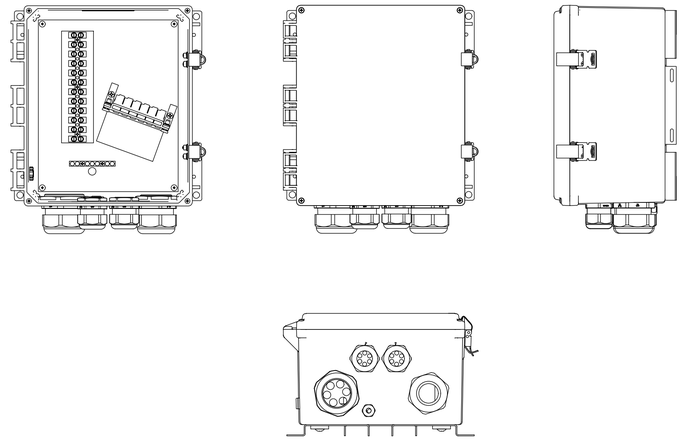
ANTENNA SPECS	
MANUFACTURER	TARANA WIRELESS
MODEL #	G1
HxWxD	16.4" x 21.0" x 4.6"
WEIGHT	42.0 LBS

1 TARANA WIRELESS – G1 DETAIL
SCALE: NOT TO SCALE



ODU SPECS	
MANUFACTURER	AVIAT NETWORKS
MODEL #	WTM 4800
HxWxD	11.50" x 10.50" x 5.00"
WEIGHT	15.40 LBS

2 AVIAT NETWORKS – WTM 4800 DETAIL
SCALE: NOT TO SCALE



SURGE ARRESTOR SPECS	
MANUFACTURER	EUPEN
MODEL #	JB006 120-00163-00
HxWxD	14.94" x 12.00" x 7.21"
WEIGHT	14.00 LBS

3 EUPEN – JB006 120-00163-00 DETAIL
SCALE: NOT TO SCALE

TECHNICAL DATA SHEET
Hybrid Cables for RRH applications

Kabelwerk EUPEN AG
Rev.: 02/2014-06-10 cable 1/2

EUCAHYBRID 78-12C6-24MM5
EUCAHYBRID 78-12C6-24SM

PRODUCT DESCRIPTION



7/8" Hybrid cable with fiber optic cable and 48V energy feeders in a corrugated aluminum shielding with UV resistant PE jacket. Multi mode and single mode fiber available.

TECHNICAL FEATURES

CONSTRUCTION	MM5	SM
Copper feed lines		
• Quantity	12	
• Conductor material	electrolytic copper	
• Section	6 mm²	
Fiber Optic cable		
• Quantity	1	
• Fibers quantity	24	
• Fiber type	Multi Mode	Single Mode
• Fiber size	50/125/900 µm	9/125/900 µm
• Reinforcement	Aramide fiber	
Ripcord		
• Quantity	1	
• Material	Steel Wire	
• Diameter	0,8 mm	
Outer shield		
• Material	Corrugated aluminum tube	
• Diameter	25 mm	
Jacket		
• Material	Black Polyethylene	
• Thickness	1,5 mm	
• Diameter	28 mm	

Version 06.2014-06-10 / 2014-06-27 / 2014-06-27

ISO Certified Company KABELWERK EUPEN AG - Malmedyer Straße 9 - 4700 EUPEN - BELGIUM Tel.: +32(0) 87.59.70.00 - Fax: +32(0) 87.59.71.00 - http://www.eupen.com - e-mail: info@eupen.com

TECHNICAL DATA SHEET
Hybrid Cables for RRH applications

Kabelwerk EUPEN AG
Rev.: 02/2014-06-10 cable 2/2

EUCAHYBRID 78-12C6-24MM5
EUCAHYBRID 78-12C6-24SM

MECHANICAL	
• Minimum bending radius	250 mm
• Maximum pulling strength	100 daN
• Recommended temperature range	
Storage	-30 °C - +70 °C
Installation	-20 °C - +60 °C
Operation	-30 °C - +70 °C
• Maximum Hanger spacing	1,0 m
• Approx. weight	1080 kg/km (0,73 lb/ft)

ELECTRICAL	
• Main conductors	
Resistance	3,3 Ohm/km at 20 °C
Operating DC voltage	48 V
Maximum DC current	32 A at 20 °C

OPTICAL	MM5	SM
• Fiber type	OM3	G657A1
• Fiber wave length	850 & 1300 nm	1310 & 1550 nm
• Max attenuation		
	850 nm: ≤3,0 dB/km	1310 nm: ≤0,40 dB/km
	1300 nm: ≤1,0 dB/km	1550 nm: ≤0,25 dB/km
• Core diameter	50 µm	9 µm
• Cladding diameter	125 µm	125 µm
• Coating diameter	250 µm	250 µm
• Tight buffer fiber diameter	900 µm	900 µm

Version 06.2014-06-10 / 2014-06-27 / 2014-06-27

ISO Certified Company KABELWERK EUPEN AG - Malmedyer Straße 9 - 4700 EUPEN - BELGIUM Tel.: +32(0) 87.59.70.00 - Fax: +32(0) 87.59.71.00 - http://www.eupen.com - e-mail: info@eupen.com

4 EUPEN – EUCAHYBRID 78-12C6-24MM5 SPECS
SCALE: NOT TO SCALE

5 NOT USED
SCALE: NOT TO SCALE

SKYLINK LLC

CROWN CASTLE

PM&A
P. MARSHALL & ASSOCIATES
1000 HOLCOMB WOODS PKWY. STE 210,
ROSWELL, GA 30076
OFFICE 678-230-2325

SKYLINK LLC SITE NUMBER: **N/A**

BU #: **880636**

CROWN CASTLE SITE NAME
SHEPHERD'S HILL

694 ROCKY MTN DR.
ALPINE, UT 84004

EXISTING 25'-0"
MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/29/2025	MAS	FINAL	EG

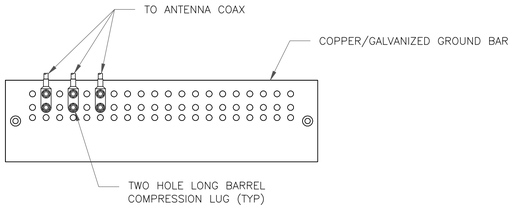
REGISTERED PROFESSIONAL ENGINEER
No. 12436286-2202
DAVID CRABBE
STATE OF UTAH
05/29/2025

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: C-5

REVISION: 0

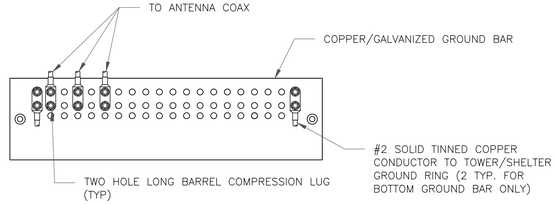
CROWN_GENERIC_05/16/25



NOTES:

1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO ANTENNA MOUNT STEEL.

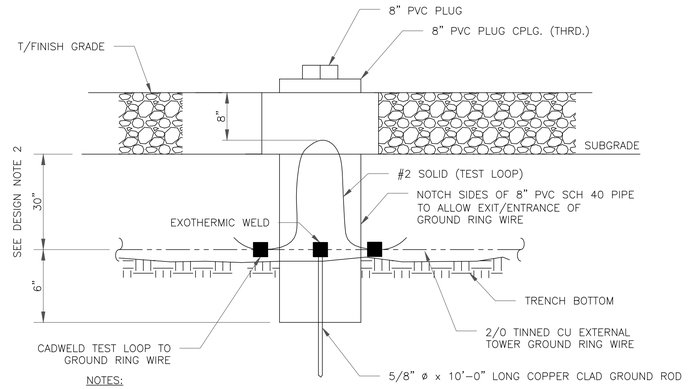
1 ANTENNA SECTOR GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:

1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.

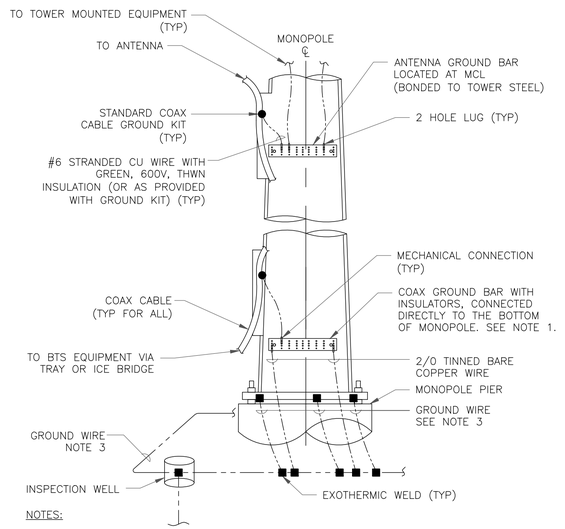
2 TOWER/SHELTER GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:

1. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL
2. GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE. (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)

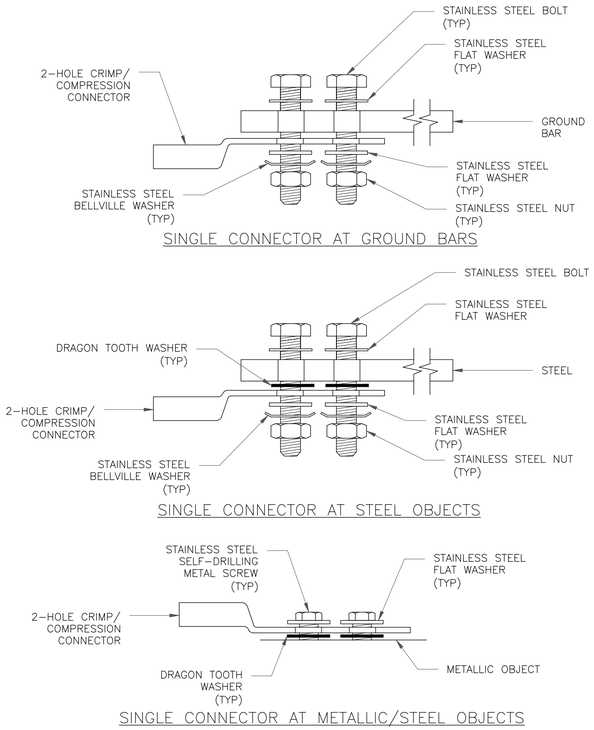
3 INSPECTION WELL DETAIL
SCALE: NOT TO SCALE



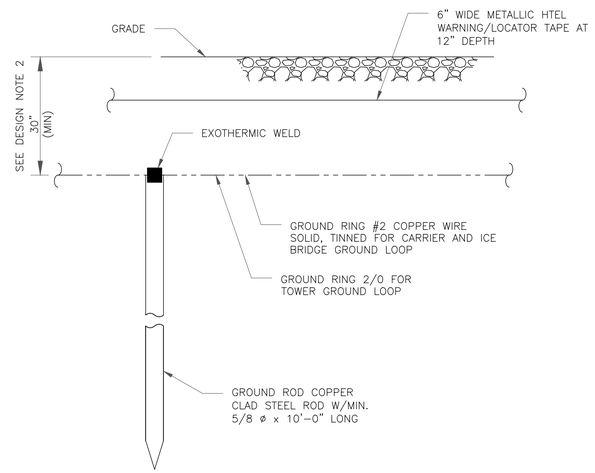
NOTES:

1. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. COAXIAL CABLES EXCEEDING 200 FEET ON THE TOWER SHALL HAVE GROUND KITS AT THE MIDPOINT. PROVIDE AS REQUIRED.
2. ONLY MECHANICAL CONNECTIONS ARE ALLOWED TO BE MADE TO CROWN CASTLE USA INC. TOWERS. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
3. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF THE RECOGNIZED EDITION OF ANSI/TIA 222 AND NFPA 780.

4 TYPICAL ANTENNA CABLE GROUNDING
SCALE: NOT TO SCALE



5 HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE



NOTES:

1. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL
2. GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE. (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)

6 GROUND ROD DETAIL
SCALE: NOT TO SCALE

CROWN_GENERIC_05/16/25

SKYLINK LLC

CROWN CASTLE

P. MARSHALL & ASSOCIATES
1000 HOLCOMB WOODS PKWY. STE 210,
ROSWELL, GA 30076
OFFICE 678-230-2325

SKYLINK LLC SITE NUMBER: **N/A**

BU #: **880636**

CROWN CASTLE SITE NAME
SHEPHERD'S HILL

694 ROCKY MTN DR.
ALPINE, UT 84004

EXISTING 25'-0"
MONOPOLE TOWER

ISSUED FOR:

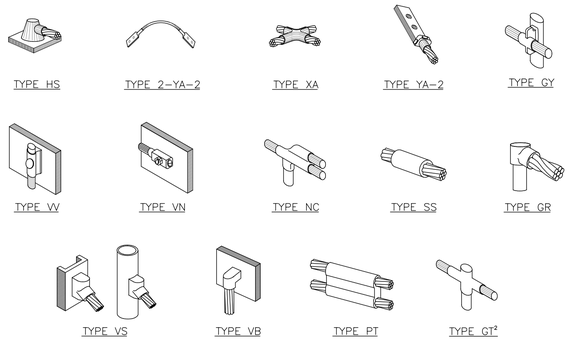
REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/29/2025	MAS	FINAL	EG

REGISTERED PROFESSIONAL ENGINEER
No. 12436286-2202
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SHEET NUMBER: G-1

REVISION: 0

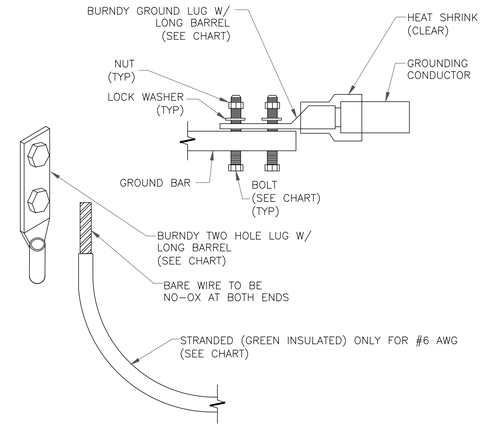


NOTE:

1. ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.

1 CADWELD GROUNDING CONNECTIONS
SCALE: NOT TO SCALE

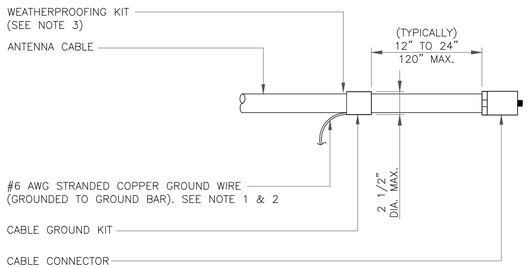
WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 AWG GREEN INSULATED	YA6C-2TC38	3/8" – 16 NC S 2 BOLT
#2 AWG SOLID TINNED	YA3C-2TC38	3/8" – 16 NC S 2 BOLT
#2 AWG STRANDED	YA2C-2TC38	3/8" – 16 NC S 2 BOLT
#2/0 AWG STRANDED	YA26-2TC38	3/8" – 16 NC S 2 BOLT
#4/0 AWG STRANDED	YA28-2N	1/2" – 16 NC S 2 BOLT



NOTES:

1. ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER,GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

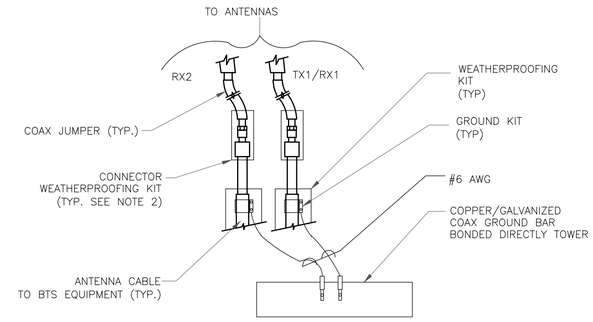
2 MECHANICAL LUG CONNECTION
SCALE: NOT TO SCALE



NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.

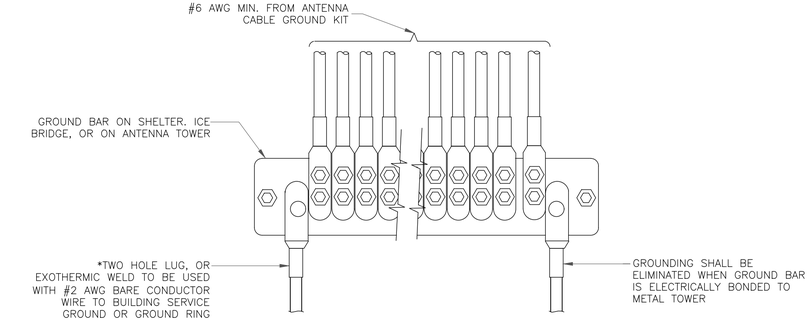
3 CABLE GROUND KIT CONNECTION
SCALE: NOT TO SCALE



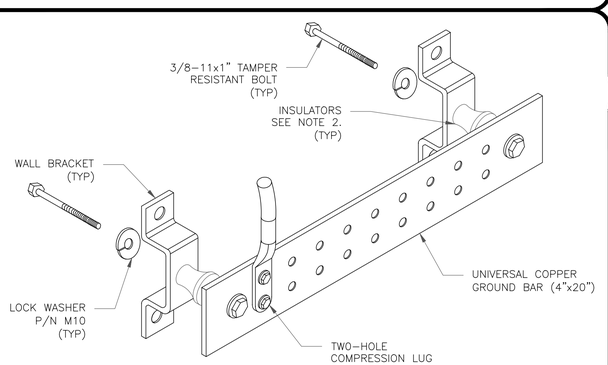
NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO ANTENNA GROUND BAR.
2. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

4 GROUND CABLE CONNECTION
SCALE: NOT TO SCALE



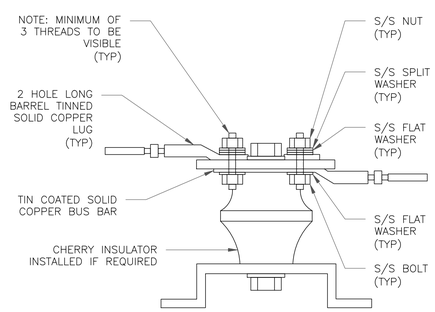
5 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE



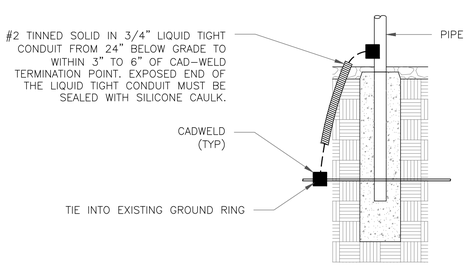
NOTES:

1. DOWN LEAD (HOME RUN) CONDUCTORS ARE NOT TO BE INSTALLED ON CROWN CASTLE USA INC. TOWER, PER THE GROUNDING DOWN CONDUCTOR POLICY QAS-STD-10091. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION, CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
2. OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

6 GROUND BAR DETAIL
SCALE: NOT TO SCALE



7 LUG DETAIL
SCALE: NOT TO SCALE



8 TRANSITIONING GROUND DETAIL
SCALE: NOT TO SCALE

CROWN_GENERIC_05/16/25

SKYLINK LLC

CROWN CASTLE

P. MARSHALL & ASSOCIATES
1000 HOLCOMB WOODS PKWY. STE 210,
ROSWELL, GA 30076
OFFICE 678-230-2325

SKYLINK LLC SITE NUMBER: **N/A**

BU #: **880636**

CROWN CASTLE SITE NAME
SHEPHERD'S HILL

694 ROCKY MTN DR.
ALPINE, UT 84004

EXISTING 25'-0"
MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/29/2025	MAS	FINAL	EG

REGISTERED PROFESSIONAL ENGINEER
No. 13615855-2202
DAVID CRABBE
STATE OF UTAH
05/29/2025

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SHEET NUMBER: G-2

REVISION: 0

ALPINE CITY COUNCIL AGENDA

SUBJECT: Setback Exception Side Yard 333 S Main Street

FOR CONSIDERATION ON: October 28th, 2025

PETITIONER: Larry Hilton

ACTION REQUESTED BY PETITIONER: Approval of Proposed Setback Exception.

REVIEW TYPE: Administrative

BACKGROUND INFORMATION:
Larry Hilton has submitted a request for a reduced side yard setback for the property located at 333 S Main Street.

The request involves expanding the existing balcony across a drive-thru lane to provide weather protection for patrons and an extended balcony for the second floor. The project also includes the construction of a new outdoor staircase to create an alternative access point to the second floor.

Applicable Code: Alpine Development Code §3.07.050 – *Location Requirements* provides that in commercial developments adjacent to other commercial areas, the side yard and rear yard setbacks shall not be less than ten (10) feet, unless recommended by the Planning Commission and approved by the City Council where circumstances justify.

- The current side yard setback is approximately 20 feet (measured from the property line to the building foundation).
- If approved, the proposed setback exception would reduce the setback to approximately zero feet, with the building expansion located on or near the property line.

The Planning Commission reviewed this item during their October 7th meeting. The Commission members expressed concerns about the setbacks proposed and the potential impact of placing a solid wall along the property line, which could create an undesirable alleyway effect. The Commission noted that the proposal did not meet the city's requirement of a justified circumstance for the reduced setbacks. Following discussion, Jeff Davis moved to recommend denial of the requested side yard setback exception, and John MacKay seconded. The motion passed unanimously, with all seven members voting in favor of denial.
The applicant has submitted two options to consider based on the feedback from the Planning Commission. Option A is what was reviewed by the Planning Commission. Option B is a smaller version, with a reduced landing off the balcony that will also be extended.

ALPINE CITY CODE:

- Alpine City Code 3.07.050 Location Requirements.

GENERAL PLAN:

- Gateway Historic District Guidelines
  - *Orientation of new construction should be to the street to establish a pedestrian-friendly quality*- Chapter 1 pg. 3 Design Standards
  - *The use of stone, brick, wood, or stucco is encouraged for use as the primary exterior material.* Chapter 3 pg. 5
  - *The use of color schemes should be compatible with the surrounding area. Simplicity is encouraged – excessive amounts of different colors should not be used*.- Chapter 7 pg. 9
  - The natural colors of brick masonry, stone, or other existing building materials should dominate the color scheme of the building. Other colors should be respectful of adjacent buildings. Chapter 7 pg. 9

PUBLIC NOTICE:

City and State Code do not require a public hearing or additional notice for this agenda item.

STAFF RECOMMENDATION:
The Planning Commission should review the proposal and determine whether circumstances justify the reduced setback.

Because the expansion extends into a common area owned collectively by businesses on the recorded plat, staff recommends requiring a written letter of consent from the property ownership group. This approval letter. This letter is included in your packet for consideration.

SAMPLE MOTION TO APPROVE:
I move to approve the requested side yard setback exception at 333 S Main Street, as presented, based on the findings that the circumstances justify the reduced setback under Alpine City Code 3.07.050.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:
I move to approve the requested side yard setback exception at 333 S Main Street, subject to the following condition:
*Insert Conditions

SAMPLE MOTION TO TABLE/DENY
"I move to table/deny the requested side yard setback exception at 333 S Main Street, based on the finding that the proposal does not sufficiently justify a reduction from the required 10-foot setback standard under Alpine City Code 3.07.050."
*Insert additional findings.

Several circumstances justify the approval of this design, which is attached hereto as Option A:

- The extension will provide additional shelter from the elements for those using the ground-level drive-up window, enhancing customer satisfaction;
- This covering was included in the original design submitted to the City, and was only pared back to a cantilevered porch due to subsequent budgetary concerns;
- The City actually incorporated the covered drive-thru design into its business/commercial zone Design Guidelines, a copy of which I have attached below for your review;
- Although, prior to construction, 333 South Main was envisioned as a single unit, on completion it was recorded as two separate condominiums, residential up, and commercial down;
- This resulted in the sole access to the upstairs residential unit being through the downstairs commercial condominium by means of 4, interlocking, high security doorways;
- Engaging security measures downstairs, seals the upstairs unit, leaving any occupants locked in, which absent other egress, poses substantial safety risks; and
- The outside stairway of the proposed porch extension provides ingress/egress to address these safety concerns, while not obstructing the drive-thru.

1

Relation to the Surrounding Area

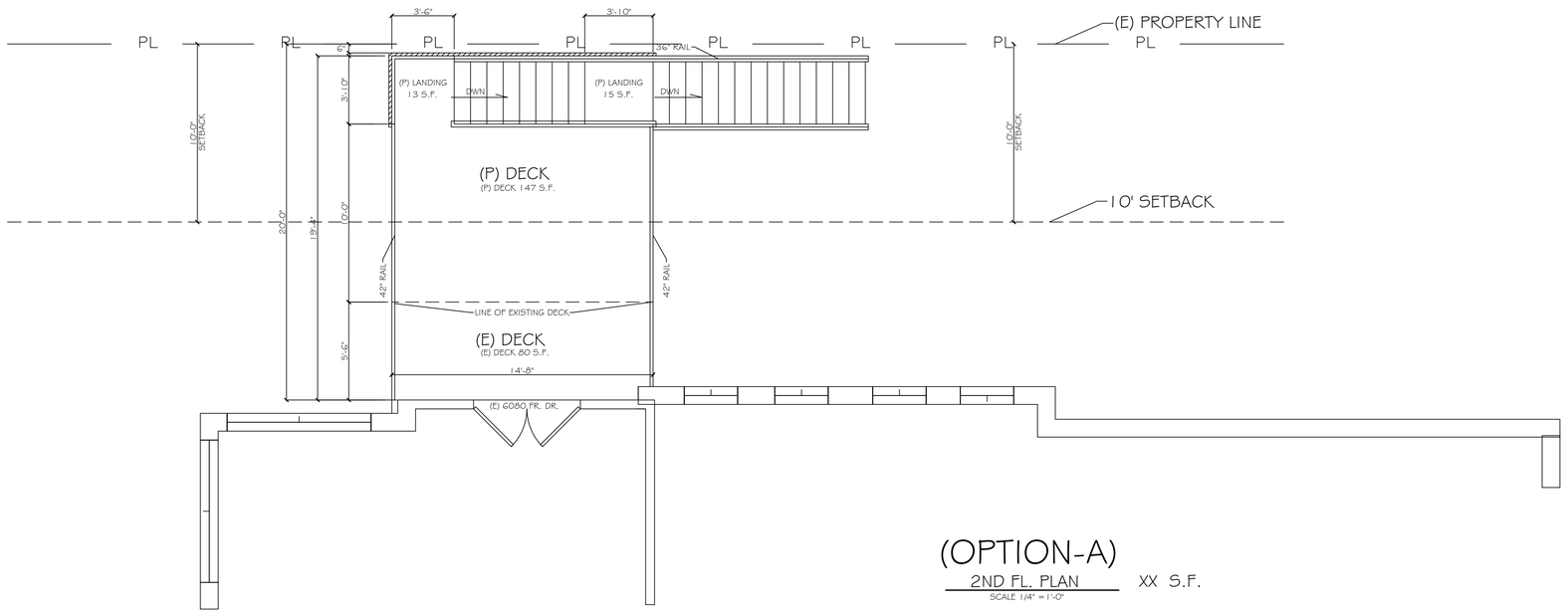
(Massing, Scale, Orientation)

New construction that utilizes appropriate massing and scale can affect historic districts in a positive manner. New structures should take their own place in time.

Design Standards

- New structures should relate to the fundamental characteristics of the district, but may use their own style and method of construction.
- Orientation of new construction should be to the street to establish a pedestrian-friendly quality.
- One major entrance should orient to each street to which the building abuts for easy access by pedestrians from the street and sidewalk.
- Corner entrances may be used for buildings orienting to two streets at an intersection.
- New construction should not be dramatically greater in scale than surrounding structures in the district.
- The perceived width of new construction should be visually compatible with adjacent structures. Wider buildings should be divided into modules to convey a sense of traditional construction.
- The building form of new construction should be similar to surrounding structures but should not necessarily a direct imitation.

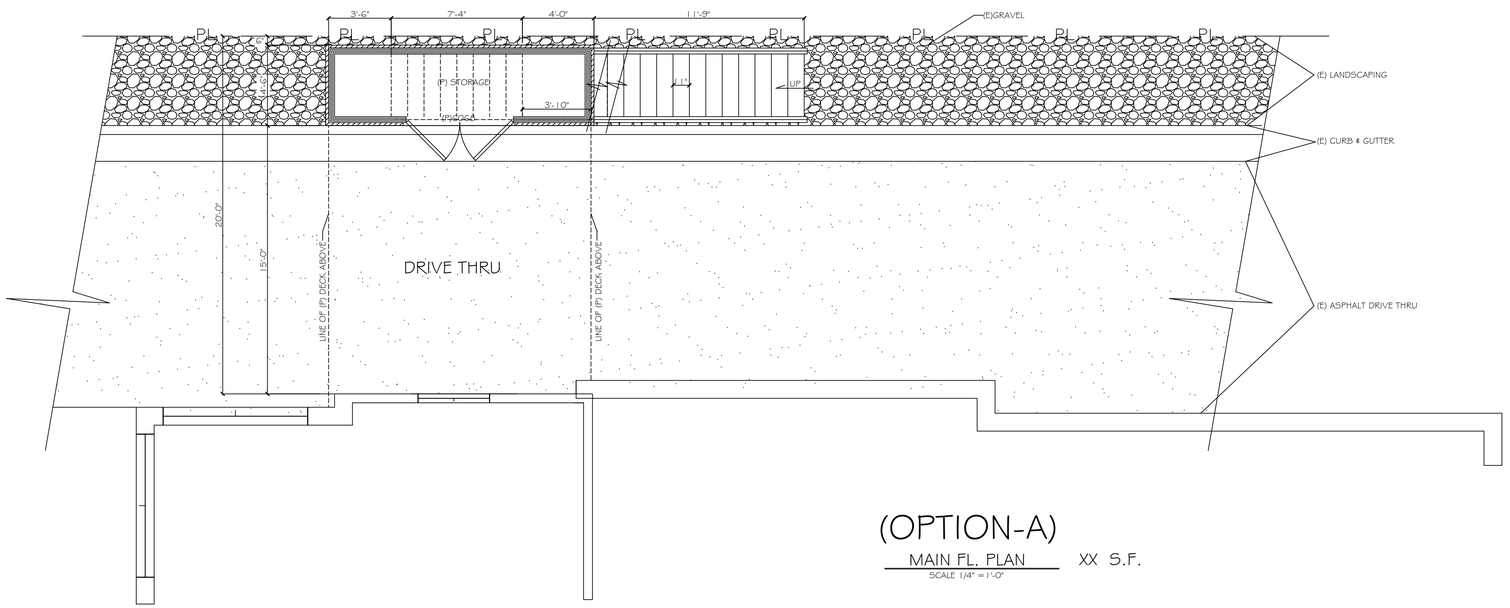




(OPTION-A)

2ND FL. PLAN — XX S.F.

SCALE 1/4" = 1'-0"



(OPTION-A)

MAIN FL. PLAN — XX S.F.

SCALE 1/4" = 1'-0"

(OPTION-A)

A REMODEL FOR:
DOMINION INSURANCE OFFICE BUILDING

LOCATION:
341 S. MAIN ST., ALPINE, UT.

PLANS

CONTRACTOR TO VERIFY ALL CONDITIONS & DIMENSIONS.

2

C:\ACA DRAWINGS\2025 PLANS\HILTON IN CISCO\ALPINE OFFICE\ALPINE OFFICE DECK.dwg, 10/23/2025 8:41:03 PM, AutoCAD PDF (General Documentation).pc3

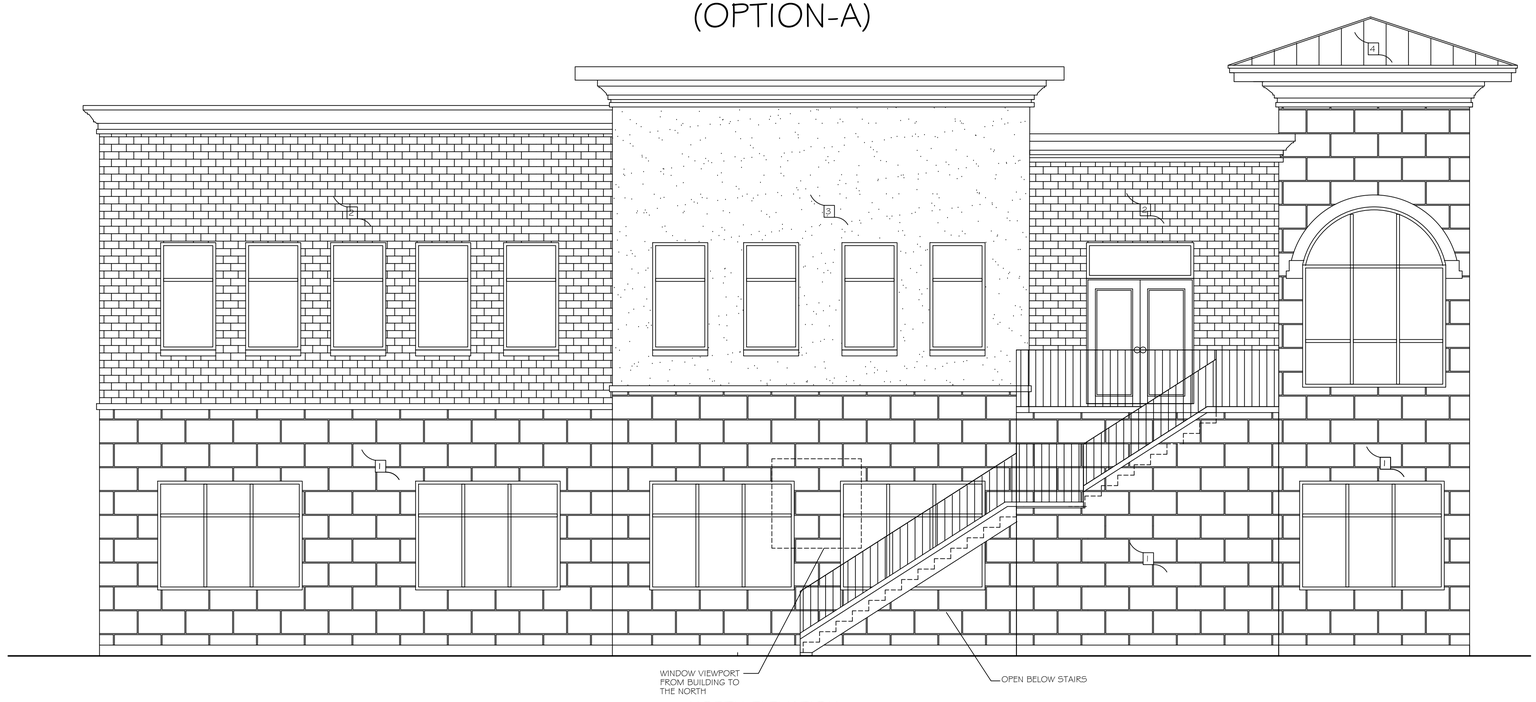
KEY NOTES

1 — STONE FACE
2 — BRICK FACE
3 — STUCCO
4 — METAL ROOF



WEST ELEVATION
SCALE 1/4" = 1'-0"

(OPTION-A)



NORTH ELEVATION
SCALE 1/4" = 1'-0"

(OPTION-A)

(OPTION-A)

A REMODEL FOR:
DOMINION INSURANCE OFFICE BUILDING

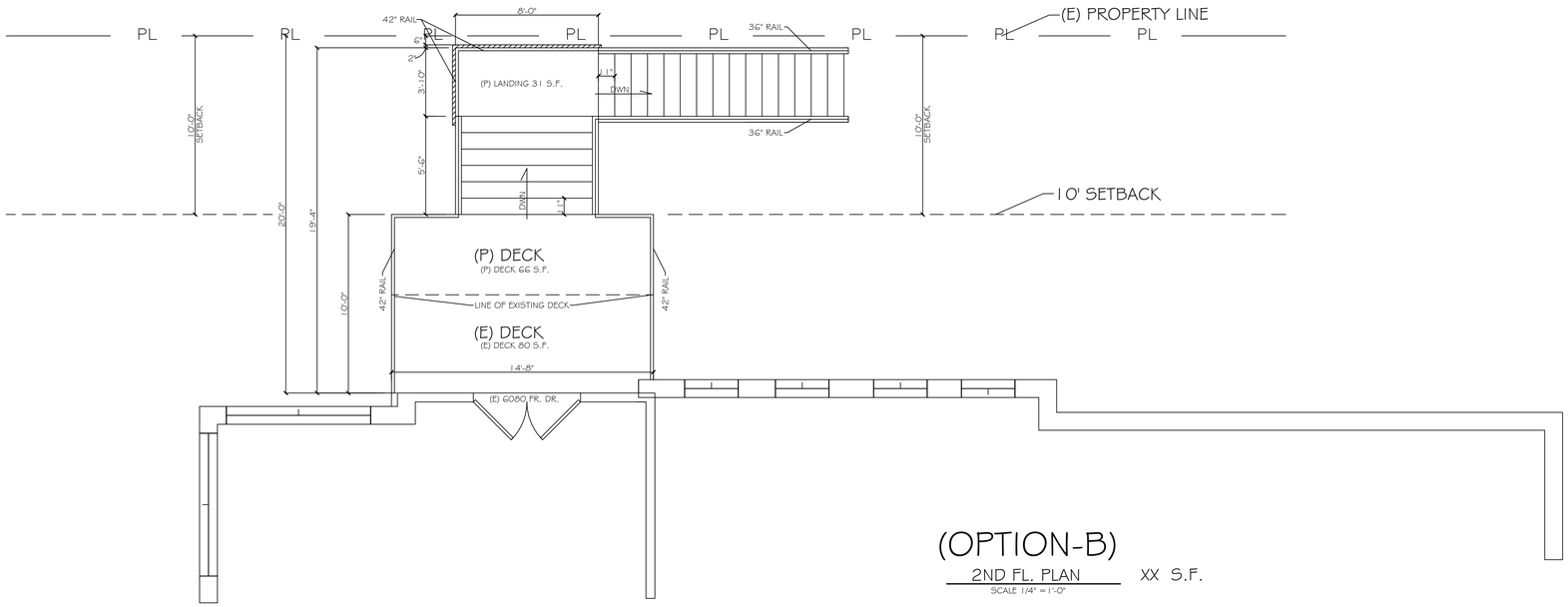
LOCATION:
344 E. S. MAIN ST., ALPINE, UT.

ELEVATIONS

CONTRACTOR TO VERIFY ALL CONDITIONS & DIMENSIONS.

3

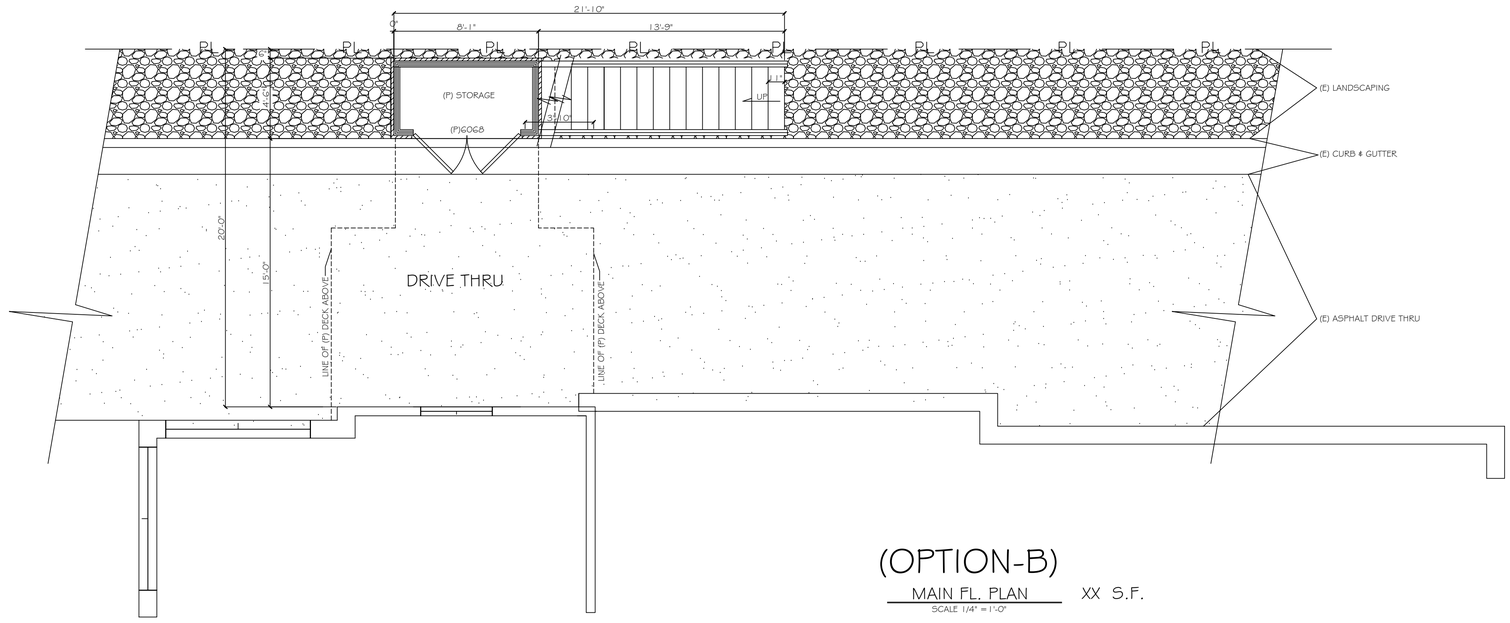
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(OPTION-B)

2ND FL. PLAN — XX S.F.

SCALE 1/4" = 1'-0"



(OPTION-B)

MAIN FL. PLAN — XX S.F.

SCALE 1/4" = 1'-0"

(OPTION-B)

A REMODEL FOR:

DOMINION INSURANCE OFFICE BUILDING

LOCATION:
341 S. MAIN ST., ALPINE, UT.

PLANS

CONTRACTOR TO VERIFY ALL CONDITIONS & DIMENSIONS.

2

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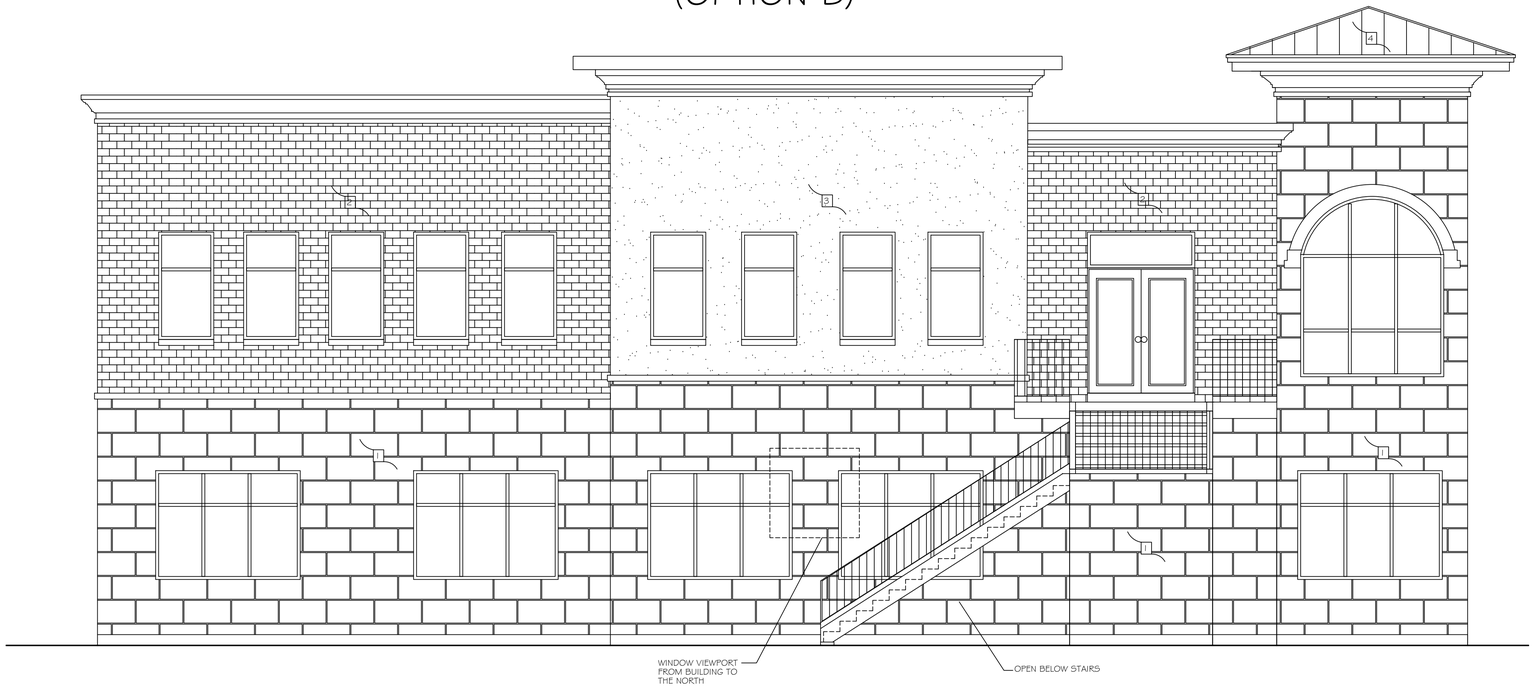
KEY NOTES

1 — STONE FACE
2 — BRICK FACE
3 — STUCCO
4 — METAL ROOF



WEST ELEVATION
SCALE 1/4" = 1'-0"

(OPTION-B)



NORTH ELEVATION
SCALE 1/4" = 1'-0"

(OPTION-B)

(OPTION-B)

A REMODEL FOR:
DOMINION INSURANCE OFFICE BUILDING

LOCATION:
341 S. MAIN ST., ALPINE, UT.

ELEVATIONS

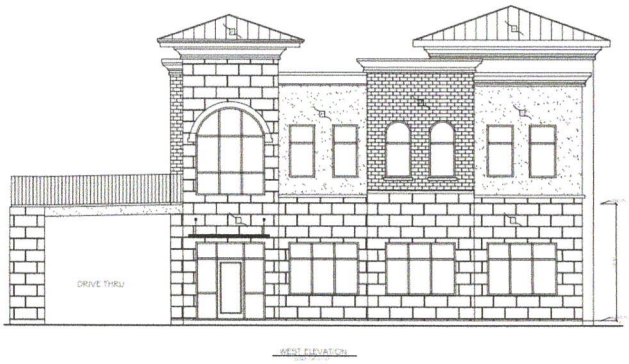
CONTRACTOR TO VERIFY ALL CONDITIONS & DIMENSIONS.

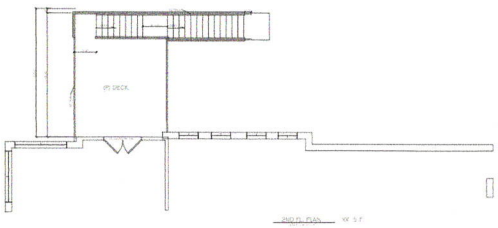
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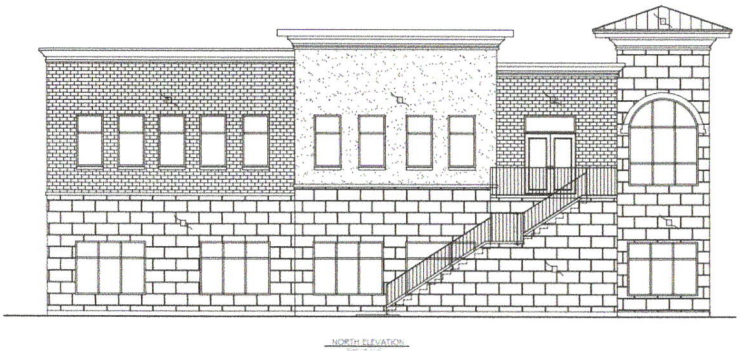
Petition Supporting 333 South Main Porch Extension

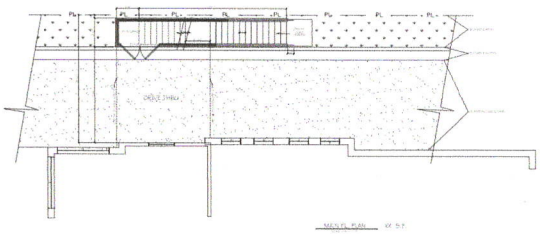
We, the undersigned property owners, understand and support the application of NAMX LLC for a building permit to extend the existing porch on the north side of 333 South Main Street, Alpine, Utah, across the drive-thru as depicted below to provide additional shelter from the elements and direct, human safety, ingress/egress into and out of the residential condominium located on the second floor, which is now only accessible through four, interlocking, high security doors, accessible only through the separate first-floor commercial condominium located at 333 South Main Street in Alpine Utah.

Address	Name/Role	Signature	Date
375 S. MAIN ST	JASON HALL OWNER		10/22/25
345 S. Main St.	Albert Helsing General Manager		10/23/25
363 S. Main Street	Ezra Lee / Owner		10/23/25
333 S Main St Suite 100	Ashley Rawlings / Manager		10/23/25
341 S Main St Suite 100	Owner		10/24/25










INTERMOUNTAIN VETERINARY SERVICES







ALPINE CITY COUNCIL AGENDA

SUBJECT: Discussion Item: Lone Peak Public Safety District Fire Assessment

FOR CONSIDERATION ON: October 28, 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Discuss options related to the Lone Peak Public Safety District Fire Assessment.

BACKGROUND INFORMATION:

Highland City has requested that changes be made to the way the Lone Peak Public Safety District (LPPSD) Fire Department budget is allocated between the cities. Highland City feels that Alpine City should be paying a higher percentage of the total budget, which for FY2026 is $4,346,343.

The current allocation for fire is distributed as follows:

- 10% is split 50/50 between the cities
- 45% is allocated based on population
- 45% is allocated based on equivalent residential connections (ERU's)

Some variables that have been considered for changing the formula include the following:

- **Population**: This number is drawn from the census and data from each city. It is the 2020 census count, plus the number of new building permits issued since 2020, multiplied by the average household size reported in the 2020 census. This is the methodology employed for the current funding allocations.
- **Equivalent Residential Units (ERU's):** This number is drawn from data from each city and accounts for the impact of all structures in a City. The total square footage of all non-residential structures that have a certificate of occupancy is divided by 10,000 to get the ERU's for non-residential structures. That number is then added to the number of residential units that are occupied or permitted in the City. This is the methodology employed for the current funding allocations.
- **Taxable Value:** This number is provided by the Utah State Tax Commission for each City and is the value each structure is charged for their property taxes. This number includes the residential exemption for individual's primary homes.
- **Market Value:** This number is also provided by the Utah State Tax Commission for each City. It is the Utah County Assessor's estimated market value for each structure. It does not include the residential exemption for individual's primary homes.
- **Call Volume:** This number is obtained from Central Utah 911's database. It accounts for all calls in a given year including 911 calls, non-emergency calls into dispatch, as well as calls that are initiated by police officers (including traffic

stops) or the fire department. A five-year average was calculated from the 2019-2024 calls.

Highland City has proposed a funding formula that is based solely on taxable value, with the argument that many districts that have taxing authority are assessed this way. This method would shift approximately $280,000 from Highland to Alpine, based on the FY2026 budget. Another option that was discussed by Highland would involve splitting the staffing portion of the budget, which for FY2026 is about 81% of the total, based on staffing provided at each station. This method would increase Alpine's share of the allocation beyond that of the taxable property value option. Highland has informed Alpine that the taxable value option is on the table for consideration through the end of October and that they have a strong desire to restructure the funding formula before the end of the year.

The LPPSD will hold their October board meeting on October 28 to consider changes to the funding formula. A change to the funding formula will require an amendment to the interlocal agreement (ILA). Any amendment to the ILA will require approval of both city councils.

STAFF RECOMMENDATION:
Consider either accepting Highland's option of using taxable value as the method for allocating the LPPSD fire budget or another alternative and have Alpine's board members prepared to take some action at the October 28 board meeting.