



## ALPINE CITY COUNCIL PUBLIC MEETING AGENDA

NOTICE is hereby given that the CITY COUNCIL of Alpine City, Utah will hold a Public Meeting on **Tuesday, April 12, at 6:00 pm**, 20 North Main Street and 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: [alpinecity.org](http://alpinecity.org) 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:   | Lon Lott            |
| C. Pledge:   | By Invitation       |

### II. WORK SESSION

- A. FY2022-2023 Budget Discussion
- B. Access Easement Language for Three Falls Plat Amendment

### III. CONSENT CALENDAR

- A. Approve City Council minutes of March 22, 2022
- B. Award Westfield Road Sidewalk Project
- C. Resolution R2022-17: A Resolution in Support of Ukraine and Condemning Russian President Vladimir Putin
- D. Resolution R2022-19: MAG Pre-Disaster Hazard Mitigation Plan
- E. Resolution R2022-20: A Resolutions Repealing Resolutions R2022-13 and R2022-14 Which Adopted Amendments to the Street Master Plan, Specification and Standards.
- F. Ordinance 2022-10: An Ordinance Repealing Ordinance 2022-14 Which Adopted Amendments to City Code pertaining to the Major Street Plan and Major Arterials

### IV. PUBLIC COMMENT

### V. REPORTS AND PRESENTATIONS

- A. Presentation by Unsheltered Utah – Wendy Garvin
- B. Financial Report

### VI. ACTION/ DISCUSSION ITEMS

- A. Final Plat - Olde Moyle Mound Plat C
- B. Public Hearing - Creekside Park Proposed Conversion of One or Two Tennis Courts to Pickleball Courts
- C. Resolution R2022-18: Approval of Timpanogos Special Service District 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement
- D. Approval of Bridle Up Hope Trail Easement
- E. Consideration for Approval of Farmer's Market at Legacy Park – Carlyn Thompson
- F. Approval for Installation of Trail Signs Restricting Uses on Certain Trails During Certain Times of the Year
- G. Lambert Park Poppies Preserve and Restoration Plan

### VII. STAFF REPORTS

### VIII. COUNCIL COMMUNICATION

### IX. EXECUTIVE SESSION: Discuss litigation, property acquisition, or the professional character, conduct or competency of personnel.

Mayor Carla Merrill  
April 8, 2022

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 4.

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 [alpinecity.org](http://alpinecity.org), and on the Utah Public Meeting Notices website at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html)



# PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

**Please remember all public meetings and public hearings are now recorded.**

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- When speaking to the Planning Commission/City Council, please stand, speak slowly and clearly into the microphone, and state your name and address for the recorded record.
- Be respectful to others and refrain from disruptions during the meeting. Please refrain from conversation with others in the audience as the microphones are very sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (i.e., booing or applauding).
- Exhibits (photos, petitions, etc.) given to the City become the property of the City.
- Please silence all cellular phones, beepers, pagers, or other noise making devices.
- Be considerate of others who wish to speak by limiting your comments to a reasonable length and avoiding repetition of what has already been said. Individuals may be limited to two minutes and group representatives may be limited to five minutes.
- Refrain from congregating near the doors or in the lobby area outside the council room to talk as it can be very noisy and disruptive. If you must carry on conversation in this area, please be as quiet as possible. (The doors must remain open during a public meeting/hearing.)

## **Public Hearing vs. Public Meeting**

If the meeting is a **public hearing**, the public may participate during that time and may present opinions and evidence for the issue for which the hearing is being held. In a public hearing there may be some restrictions on participation such as time limits.

Anyone can observe a **public meeting**, but there is no right to speak or be heard there - the public participates in presenting opinions and evidence at the pleasure of the body conducting the meeting.

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## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:**     **Work Session Item – Access Easement Language for Three Falls Plat Amendment**

**FOR CONSIDERATION ON:**         **12 April 2022**

**PETITIONER:**         **City Staff**

**ACTION REQUESTED BY PETITIONER:**         **Discuss access easement language for a proposed Three Falls plat amendment.**

### **BACKGROUND INFORMATION:**

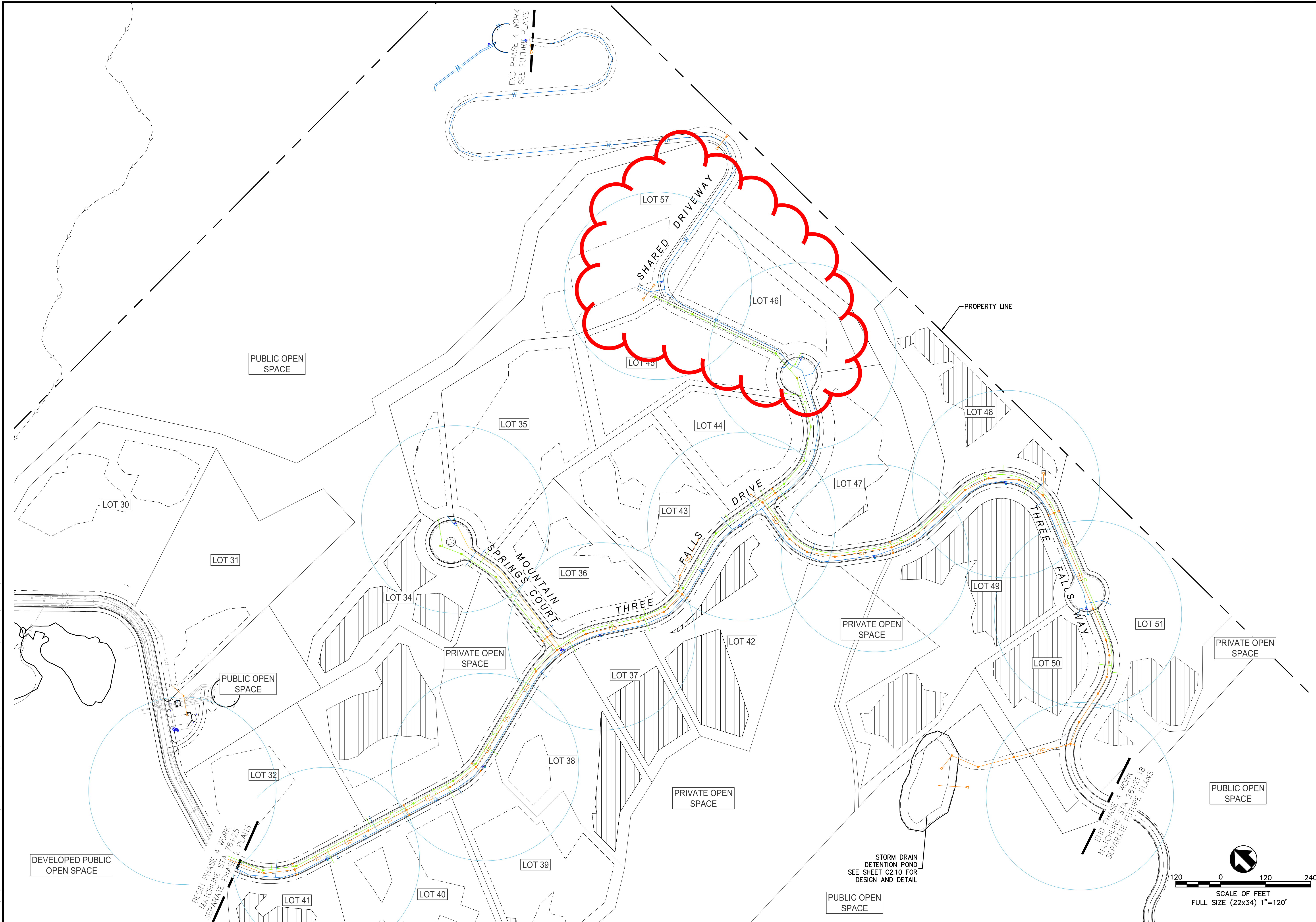
Recently, there has been discussion on who can use the access road to the upper Three Falls water tank. The verbiage on the most recently recorded plat could be interpreted different ways. It seems clear that as currently recorded there is a public access easement but the language doesn't go into detail on motorized, non-motorized, etc. The original approved plans did show this as a shared driveway, as shown on sheet C1.3 included in the packet.

The language on the original Three Falls Plat was "20' SHARED PUBLIC ACCESS EASEMENT." See included plat.

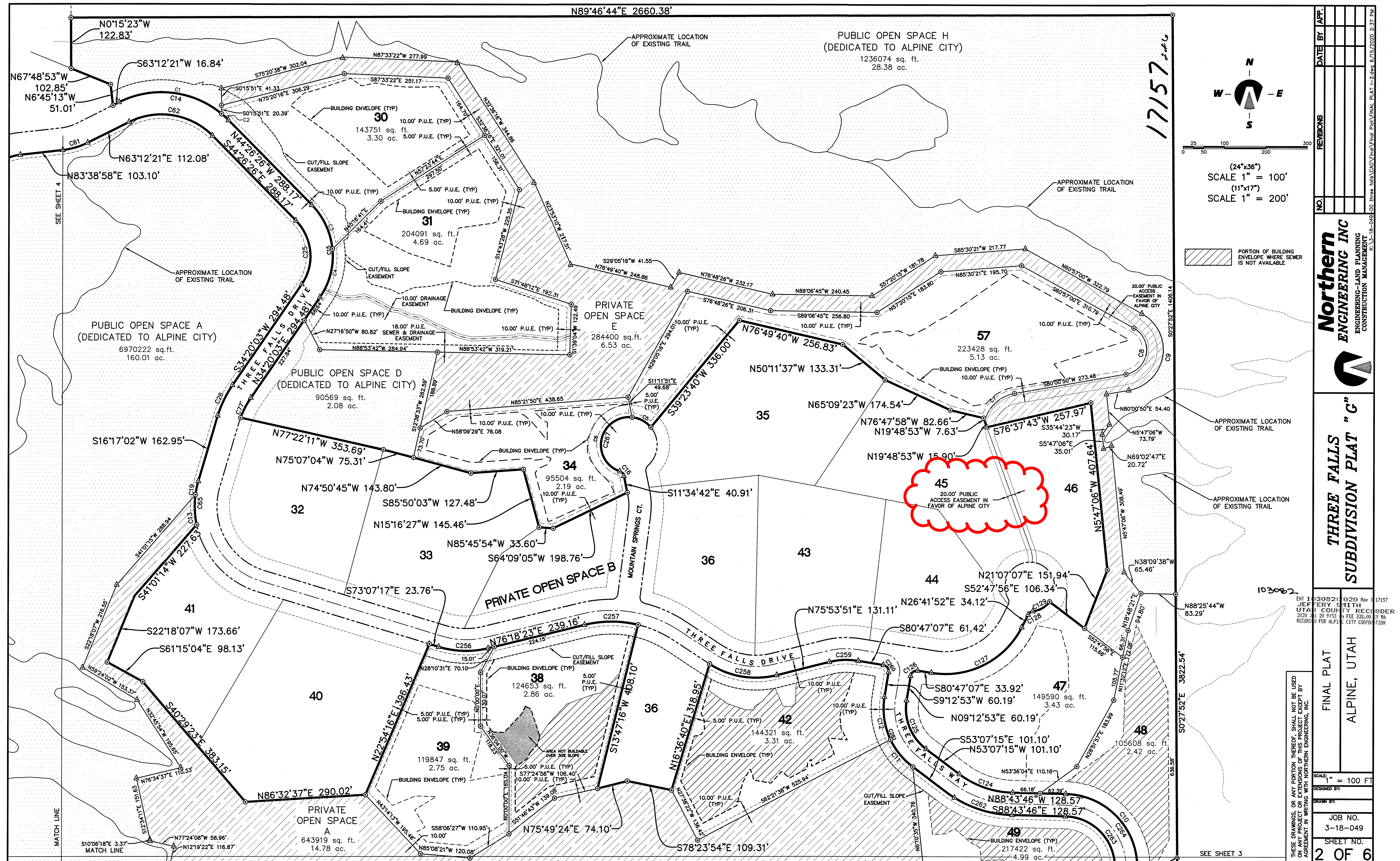
The currently recorded language, as shown on Three Falls Plat G amendment, reads "20' PUBLIC ACCESS EASEMENT IN FAVOR OF ALPINE CITY." See included plat.

There may be an opportunity for the City to alter this language with an upcoming plat amendment so now is a good time for this discussion to take place. Staff recommends that the City Council discuss what the original intent of the access easement was and suggest more specific language to move forward with, if they feel changes need to be made.









THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.



THREE FALLS SUBDIVISION  
(AMENDED AND EXTENDED ILANGENI ESTATES)

11-042-0013  
USA

S89°46'44"W 2660.38'  
2660.38'

11-042-0024  
LEHI CITY

11-042-0004  
LEHI CITY

ENT 8471212015 Map # 14761  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Sep 16 11:55 am FEE 495.00 BY EO  
RECORDED FOR ALPINE CITY CORPORATION

DATE 08-28-2015  
SCALE 1" = 100'  
PROJECT NO. 8PVR010200

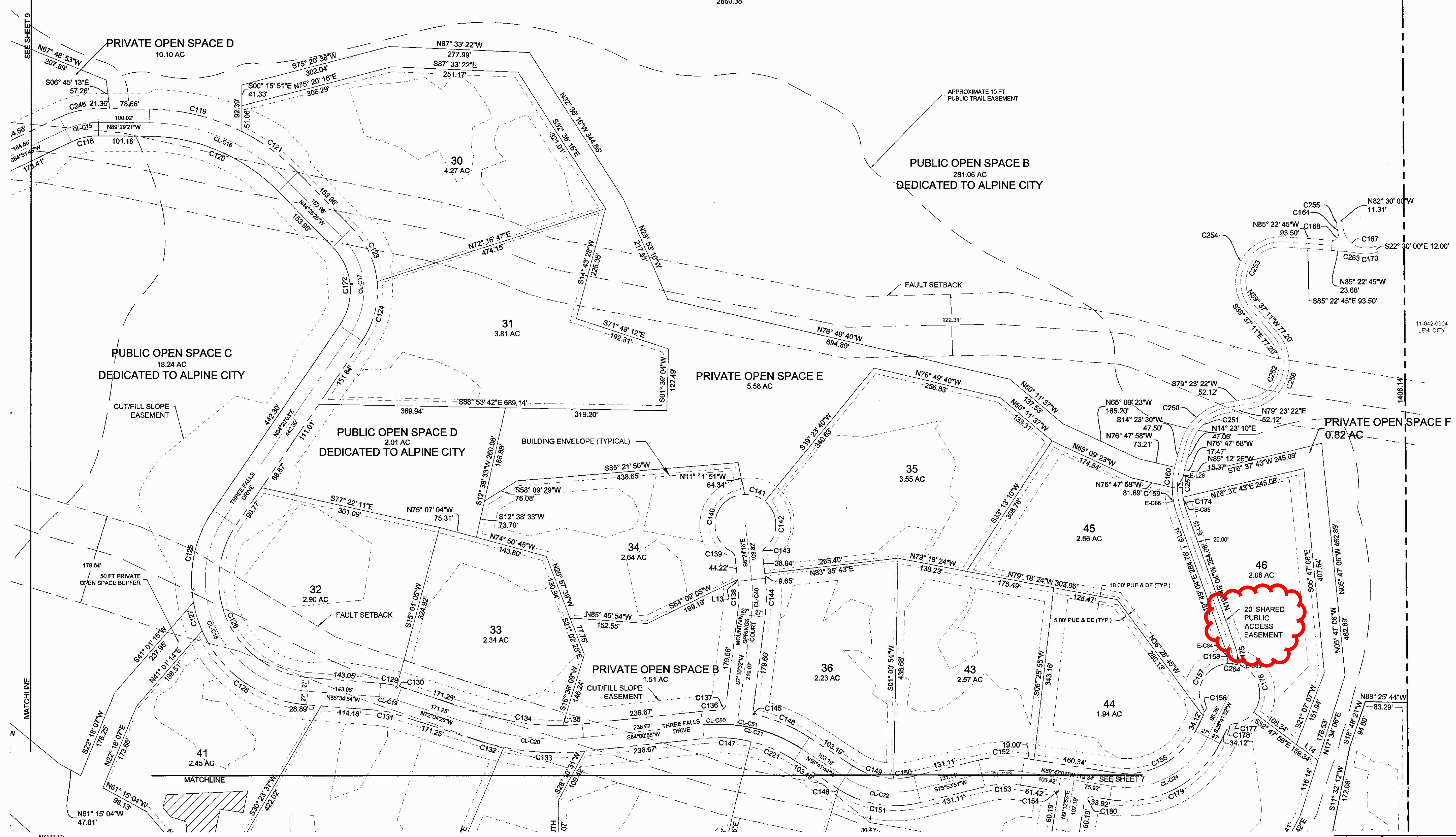
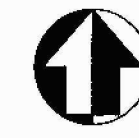
THREE FALLS SUBDIVISION  
(AMENDED AND EXTENDED ILANGENI ESTATES)  
ALPINE, UTAH

P S O M A S  
4179 Riverboat Road, Suite 200  
Salt Lake City, Utah 84123  
(801) 270-5777 (801) 270-5782 (FAX)

DESIGNED CEA  
DRAWN TDM  
CHECKED CEA

10  
14

SEC. 12 & 13, T4S, R1E & SEC. 7, T4S, R2E  
SUB 4 M. T4040  
AMENDING ILANGENI ESTATES



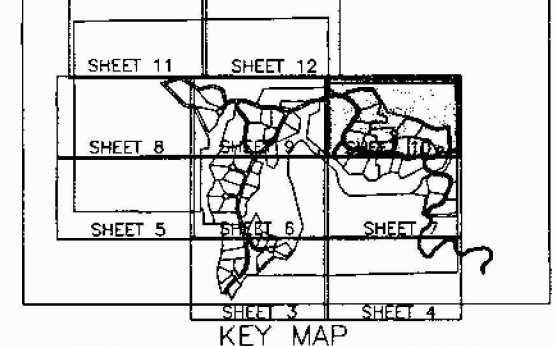
NOTES:

1. ALL PROPERTY LINES TO HAVE A RIVET SET IN THE TOP OF CURB ON THE PROLONGATION OF EACH LOT LINE (AT THE FRONT OF EACH LOT).
2. PUBLIC OPEN SPACE OWNED AND MAINTAINED BY ALPINE CITY.
3. SEE SHEET 13 FOR CURVE AND LINE TABLES
4. PUE= PUBLIC UTILITY EASEMENT  
DE= DRAINAGE EASEMENT

LEGEND

- |                   |                            |
|-------------------|----------------------------|
| BOUNDARY LINE     | CUT/FILL SLOPE EASEMENT    |
| LOT LINE          | STREAM FLOW LINE           |
| ROAD CENTER LINE  | STREAM SETBACK LINE        |
| ROAD RIGHT OF WAY | EASEMENT LINE              |
| TRAIL             | BUILDING ENVELOPE          |
| FAULT LINE        | BUILDING ENVELOPE-NO SEWER |
| FAULT OFFSET LINE |                            |

100 0 100 200  
SCALE OF FEET



14761 sheet 10 of 14



**ALPINE CITY COUNCIL PUBLIC MEETING**  
on Tuesday, March 22, at 6:00 pm

Mayor Carla Merrill called the meeting to order at 6:02 pm.

**I. CALL MEETING TO ORDER:** The following were present and constituted a quorum: Jason Thelin, Greg Gordon, Kelli, Law Jessica Smuin, Lon Lott

**A. Prayer:** Jason Thelin

**B. Pledge:** Greg Gordon

Staff: Shane Sorensen, Austin Roy, Deputy Jamey Brooks, Chief Brian Patten, Craig Hall, Bonnie Cooper

Other: Heidi Cowley, Martin Cawley, Clay Shubin, Nancy Dickson, Deb Stott, Ezra Lee, Jordan Collins, Whitey Anson, Chris Thackeray, Starr Shermug, Shelley Young, Cheryl Anson, Norine Garrett, Sarah Blackwell

**II. CONSENT CALENDAR**

**A. Approve City Council minutes of February 22, 2022**

**B. Bond Release Final – Whitby Woodlands Plat H: \$1,069.50**

**C. Resolution R2022-15: Adoption of Voter Participation Areas**

**D. Resolution R2022-16: 2021 Wastewater Planning Program**

**E. Award of 2022 Miscellaneous Concrete Bid Project (bid opening is Monday, March 21, 2022)**

**Motion:** Lon Lott moved to approve the consent calendar as proposed, with the edits made to the minutes of February 22, 2022, by Lon Lott and Greg Gordon. Jessica Smuin seconded the motion. There were 5 Ayes and 0 Nays, as recorded below. The motion passed unanimously.

Ayes

Nays

Jason Thelin  
Greg Gordon  
Kelli Law  
Jessica Smuin  
Lon Lott

**III. PUBLIC COMMENT**

***Carlyn Thompson***  
***220 N 200 E***

*Carlyn Thompson asked the council to imagine a place where Alpine residents could reconnect weekly and have an Alpine Days vibe. Alpine Farmers Market has been running every other Saturday over three-month period beginning in July for the past few years. It has been very successful and well received with the residents. The location has been at Balance Dance Studio (195 E 200 N). We would like to request to continue the Farmers Market every Wednesday beginning in July thru October from 5:00 pm until 9:00 pm. Carlyn Thompson said she and Courtney Finlayson would be running the Farmers Market instead of Paula Nielson. They would like to hold the Farmers Market at Legacy Park and the park behind City Hall, closing off center street. They believe that this would bring residents together and would be something for them to look forward to and reconnect with each other weekly.*

Mayor Carla Merrill said the Farmers Market would need to be brought back at another meeting as an agenda item. Two council members would need to sponsor the item to get it on the agenda. Council member Greg Gordon asked what the hours of operation would be. *Carlyn Thompson said the Market would begin in July and run through the beginning of October from 5-9 pm. As the day get darker we could shorten the hours of operation.* Council Members Lon Lott and Jessica Smuin would both support bringing the Farmers Market back to the agenda at the next City Council meeting.

**IV. REPORTS AND PRESENTATIONS**

**A. Financial Report**

City Administrator, Shane Sorensen presented a current financial report to the council. He mentioned in his update that the city is 67% through this year's budget. A couple of projects included in this year's budget will be a new roof for City Hall and the fire station remodel. The sales tax for Alpine City has increased 11-12% above this time last



year. Sales taxes is still climbing which is positive for the city.

Council member Jason Thelin asked about how the cement bid in the consent calendar differs between unit price and total price and how that affects the city's budget. Shane Sorensen explained staff estimate how much we think the work will cost. The cement work in the future is lumped in with our class C road fund. The city budgeted money in our street funds for sidewalks. So, it is not in there as a line item, but we can go back and look to see what that specific vendor was paid the previous year. The city can amend the budget later to cover the sidewalks. There is \$940K in that budget for street improvements.

## **V. ACTION/ DISCUSSION ITEMS**

### **A. Approval of Commercial Site Plan: Ezra Lee Design Studio – 95 W. Canyon Crest Road**

Property owner Ezra Lee explained he is seeking to modify Gigs car wash on Canyon Crest Road. He would keep the building and repurpose it. He will build a new design studio for Ezra Lee Design + Build. The site is located within the Business Commercial Zone and the Gateway Historic District. He described and went over the material that would be used on the building. The building will be 3000 square feet of office, retail, and 6600 square feet of industrial warehouse area. The existing landscaping will be maintained, and we will be adding more landscaping. Total square footage of the proposed building is approximately 12,631 square feet. The overall size of the property is 0.6 acres. The developer is seeking approval of the proposed site plan. He said the Planning Commission had recommended keeping the original block sign out by the road. The sign would then be grandfathered in because the sign does not meet code. City Council member Kelli Law asked if there was an exception granted for smaller parking. Ezra Lee said yes because it is a mixed-use building. For an office space, parking spaces are based on per 4,000 square feet per and retail space is 3,500 square feet and industrial is based on how many employee the business has. His company would be able to offer furniture sales and décor items for individual purchase. Kelli Law asked if Ezra Lee were to ever sell the building would someone else be able to change the use of the building. Shane Sorensen said no, if someone wanted to change the use, they would need to come in for a site plan review.

Jason Thelin asked what part of the building would be warehouse verses office space. He is concerned with parking being an issue. There is another building in the same area with a waterwheel out front that has issues with not enough parking. He asked if the entire building was being counted as industrial. He voiced concern that anyone could come in with the same requests. Ezra Lee said the whole building is two levels. His idea is to have interior designer in office that can help walk in clients. He said there will be 24 off street parking stalls.

City Council member Greg Gordon asked if any manufacturing will be happening. Ezra Lee said they may build a coffee table or shelves, but they will mainly be receiving furniture and then putting it together before delivery to clients. Jason Thelin asked if the property had enough parking. Ezra Lee said what is in his proposal is the intent of the building and that is what he is asking approval for. Jason Thelin voiced concern that if this is approved, usage for this property as commercial industrial use others will follow suit. City Planner Austin Roy said the ordinance (3.24.030) says Industrial and wholesale establishments will have one parking space for every two employees on the largest shift. If he only has four employees than he would have plenty of parking. Right now, Ezra Lee does not have anyone on staff yet. Ezra Lee said the racks in the warehouse portion will look like the Costco's orange racking system. Council member Kelli Law asked if the property owner anticipated more than two employees per shift. Ezra Lee said he was planning on four regular staff members and clients by appointment only. Greg Gordon said it seems like to him this property would be considered light industrial.

Austin Roy said the building must provide parking which does not include off street parking. Ezra Lee said a comparable example of off-street parking in Alpine would be the Foundry, now Knot & Pine. He said his property backs up to the back side of Alpine Art Center, which is very unsightly, along with sharing a fence with Alpine Animal Hospital. He said they would be repairing or replacing the fence between them and Alpine Animal Hospital. He said the Planning Commission brought up other buildings such as Pine Valley Realty when talking about the design of his proposal. The Planning Commission seem to approve of the design of the building. Jessica Smuin asked if he could add additional parking later. Ezra Lee said yes, he could add about 10% more parking but would have to get rid of some of the landscaping. Jason Thelin asked in meetings to come for more clarification with the packets. This proposal was hard to envision and read. Ezra Lee said there are four parking stalls that are inside the building. Kelli Law said he was unaware that there was any parking inside the building. Shane Sorensen said the employee component is worked into to the three stalls per 1000 square feet of building. Austin Roy said the city ordinance is mainly concerned with off street parking and trying to get cars off the street.

**Motion:** Greg Gordon moved to approve the site plan for the Ezra Lee Design Studio with the following conditions:

- An exception be granted to require no more than 24 off street parking stalls.
- Retail space be restricted to 3,000 sq ft, office space to 3,000 sq ft and 6,630 sq ft of industrial space.

- An exception be granted to allow parking in the front setback area as proposed.
- Parking striping be required, including one ADA designated stall.

Lon Lott seconded the motion. There were 5 Ayes and 1 Nays, as recorded below. The motion passed.

Ayes

Lon Lott  
Greg Gordon  
Kelli Law  
Jessica Smuin

Nays

Jason Thelin

Jason Thelin suggested clearing up the city ordinance when it comes to industrial buildings and parking to avoid any further issues. Shane Sorensen suggested that defining what is consider industrial would also help.

**B. Box Elder South Annexation Petition**

Shane Sorensen said some residents of the Box Elder South Subdivision which is in unincorporated Utah County have submitted an annexation petition. To annex the entire Box Elder South Plat A subdivision, including 59 developed lots and a total of 43.9 acres, into Alpine City. They have worked through the process required by state law and through the county. They have submitted a third of the area's signatures. The proposed annexation appears to meet the requirements of state code for a valid annexation petition.

City Attorney Craig Hall explained the statute says a majority of the property owners owning a third of the area to be annexed. Once the petitions have been submitted to the city recorder the City Council has two options. The council can deny the petition or accept the petition for further consideration. The petitions need to be verified the number of signatures and the accessed evaluation of the properties. If the council adopts the annexation tonight the city recorder in conjunction with the county has within 30 days to certify those petitions. After that the city would have to go through a notification process to further consider the annexation petition. The council will consider the merits if the annexation is in the best interest of the city. This is all according to state code 10-2-405-section 1,2,3,4 and 5.

Lon Lott said he would be interest in moving forward to consider the annexation petition. Jessica Smuin said she has spent the last six years researching Box Elder South area and this particular annexation. She said she does not see a benefit to the city by annexing this area in. She believes there will be a risk and fees associated with the annexation. She does not want to use the city's time and energy to move forward in consideration of the petition. Kelli Law said he was undecided. He said he did not see aa benefit to make a change at this time with an annexation. He believed the residents in Box Elder South are already getting the services that they need from Alpine City. Greg Gordon asked what would the potential impact fee be for the city as well as property tax increase. He asked what the tradeoff would be in any maintenance such as roads and snow removal. Other benefit having this area annexed into Alpine could also help with restrictions to shooting around Lambert Park and stopping short term rentals. He thinks the annexations is worth considering. Jason Thelin said he would prefer to hear more public comments from the residents and hold a public hearing. He would like to hear the pros and cons of the annexation. He would like to consider having the Planning Commission recommendations on the annexation.

**Alan Dixon**  
**13169 N Oak Hill Drive**

*Alan Dixon said he is the current president of the Lambert Park Estate HOA in Box Elder South. Lambert Park Estates has 59 lots/homeowners of which 80% have signed the annexation petition. When purchasing his lot, he was told that annexing into the city was always in the city's master plan. He had asked to have this brought to the City Council a year ago. Some of the residents' concerns are not being allowed to vote in any elections. Even though our addresses say Alpine. We use Alpine City services such as water and trash. But Box Elder are some the last streets to be plowed and that is a safety issue. Addresses problems are also a big problem. In Alpine there is a North Oak Hill Drive and Oak Hill Drive. The addresses can be difficult to find not only for people, delivery drivers and emergency personnel. Box Elder South area does not get patrolled as much in that area. There are no speed limit signs in Box Elder South and car speed is a safety issue. Some of the benefits to Alpine City are that Box Elder South we meet all the standards of Alpine. We already have sidewalks and would add a significant tax base to Alpine along with permit fees. The homes in our area range between \$1-5 million.*

**Martin Cawley**  
**3911 W Prospector**

1 *Martin Cawley said he is currently building a home in Box Elder South at 3911 Prospector in the Lambert Park*  
 2 *subdivision. He said he agreed with everything Alan Dixon said. He believes contiguous of Alpine City, but we feel*  
 3 *more like an island. He personally gathered the signatures and was the one communicating with the homeowner. In*  
 4 *collecting signatures every homeowner thought annexing into Alpine was a benefit to them. There was no one*  
 5 *opposed to the annexation. All the residents want to feel and be part of this community, not just have Alpine as their*  
 6 *address. We use the services here in Alpine and attend Alpine Days etc. but have no say. They want that sense of*  
 7 *belonging. Residents are fully aware of the history of the subdivision. The residents view that as past history. We*  
 8 *are aware of concern over traffic. We believe the traffic concerns will be there whether the annexation takes place*  
 9 *or not.*

10  
 11 Mayor Carla Merrill asked how many homes are currently being built in Box Elder South. *Mr. Cawley replies that*  
 12 *there are approximately 12-14 homes are occupied and another 14 under construction right now.* Mayor Carla  
 13 Merrill said so about 30 or over half of the homes have already paid their impact fee to the Utah County. *Mr.*  
 14 *Cawley said the HOA would continue to collect fees to maintain the common area within Box Elder South.*

15  
 16 **Clay Shubin**  
 17 **10 S Wildflower Drive**

18  
 19 *Clay Shubin said unless he can see significant benefit that would be brought to the existing population. He would*  
 20 *oppose this annexation. He said he does not understand the costs and ramifications or potential risks that could*  
 21 *happen such as roads through Lambert Park etc.*

22  
 23 **Sarah Blackwell**  
 24 **457 Eastview Dr**

25  
 26 *Sarah Blackwell said her main concern with the annexation would mean a road going in by Lambert Park.*

27  
 28 Lon Lott said he thinks it is important to go through the process and have the annexation vetted out. He said he is in  
 29 favor of having the Planning Commission look at this annexation and have more public comment. The council  
 30 needs to hear what the tax benefits is to the city along with any other benefits by going through the process of  
 31 sending this to the Planning Commission. Jessica Smuin asked other members of the City Council if they wanted to  
 32 use the resources of our legal team, Planning Commission, staff, and council's time to research this matter and  
 33 continue the process. Lon Lott said usually the tax revenue is a wash because the revenues go towards the services  
 34 used. There would help in paying for the Lone Peak Public Safety District because they will be part of that district  
 35 and no longer part of the Utah County Sheriff's district. The city will need to do an analysis of the benefits to the  
 36 city. He believes the biggest benefit is that the annexation will unify this area into Alpine City making it feel more  
 37 inclusive and not exclusive. Mayor Carla Merrill said the past annexations have seem to have been detrimental to the  
 38 city. Craig Hall said the item cannot be tabled. The annexation was to be brought before the council sooner but  
 39 because of the Republican caucus on the evening of March 8<sup>th</sup> the council meeting was canceled.

40  
 41 Mayor Carla Merrill asked what if any conditions could the council put on the annexation if they were to approve it  
 42 tonight. Shane Sorensen said the council could attach a fee for funding if there is a new project that the city need  
 43 completed. The fee could be based on per acre or per lot. Mayor Carla Merrill asked if the council could add as a  
 44 condition that a road never goes through in Lambert Park. Craig Hall said that would be a consideration later. He  
 45 said what the council had before them tonight was to vote whether or not to deny or to accept for further  
 46 consideration. The annexation will still come back before the council for a final vote.

47  
 48 Greg Gordon said Alpine Cove annexation was a little different because it had a different water system. He asked if  
 49 this annexation have any issues later down the road. Shane Sorensen said the previous owner applied for annexation.  
 50 The subdivision was built so it would meet all the requirement for the city. So that it could later be annexed into the  
 51 city. This subdivision is in our city's annexation plan in February 2017, the City Council adopted Ordinance 2017-03.  
 52 In the ordinance that are some potential cost and revenues, but this is from 2017.

53  
 54 Jessica Smuin asked with the annexation plan if a parcel is already in breach of the plan. Part of the city's  
 55 annexation plan states all annexations except by alpine city shall be in conformance with the Alpine City Land Use  
 56 Plan, this piece was not conforming with the city's master plan, it went outside of the density. So, by virtue of it not  
 57 meeting this policy statement it should nullify the petition for annexation request. Shane Sorensen said there was an  
 58 amendment to the general plan when the Alpine Cove annexation took place. Jessica Smuin said master plan states  
 59 that in any proposed development area to be annexed must conform to the master plan. The city's master plan has  
 60 smaller lots in town by as you get closer to the mountains the lots are 1 acre. The subdivision is not following that  
 61 master plan. Shane Sorensen the subdivision may be looked at as a PRD (Planned Residential Development).  
 62



Shane Sorensen gave a history of the property. The property is 40 acres. The developer was told to go to the city first by the county to see if the city would be willing to annex you into the city. The developer did come to the city. The city told the developer they wanted open space. The developer told the city they could buy the property for open space for \$13 million. The city said no. So, the developer went back to the county which was a lengthy process and that is when the area became 59 lots.

Jessica Smuin said the developer had an opportunity previous in 2016 when they applied for annexation petition. Lon Lott said in 2016 the city did excepted the petition to be sent to Planning Commission to begin the process and the petitioner withdrew the petition. The petitioner wanted to wait for a different more favorable City Council. Shane Sorensen said through prior agreement the city was obligated to service water and sewer.

Mayor Carla Merrill said the development was develop in the county, so she assumed the homeowners knew they were buying in the county no Alpine City. Kelli Law asked resident Alan Dixon who was it told that told him the area would be annexed into Alpine when he purchased his property. *Alan Dixon said he was told that it would be annexed into Alpine City when he bought his lot by the developers themselves. Martin Cawley said in 2017 Alpine City's Master Plan said that the area was to be annexed in.* Kelli Law asked if the residents knew that the petitioner had withdrew the petition. *Alan Dixon said he knew there is a lot of history with this area. He said he is aware that there are some strong feelings about a possible road being put through Moyle Drive. He said most residents are ambivalent to putting a road through to Moyle Drive as long as they have access to exit in case of an emergency. We just want to be part of Alpine and the community.* Jason Thelon asked Alan Dixon about the park in the middle and making it a public park. *Alan Dixon said he has no objections to that. The residents are in the process of putting a pavilion in the park.* Mayor Carla Merrill asked if the neighborhood be alright to have on street parking with people using the park. *Mr. Dixon did not think it would be a problem because it probably would not attract many people because it is so small.*

Mayor Carla Merrill voiced concern about going against the city ordinance. She asked if the city would need to change the ordinance first before accepting the petition. Craig Hall said the annexation and the ordinance can be approved at the same time. The subdivision plat has already been approve. Shane Sorensen said the city could control what happens in that location based on city ordinances. Kelli Law asked if there is other property in Alpine that will want to be annexed into Alpine. Mayor Carla Merrill said yes there are three more parcels of land that could be annexed in. Lon Lott said the county has said in the past that it manages land not people. The county always encourages developers to come to the city for annexation. The county wants Box Elder South to be annexed into the city. From the beginning of any subdivision the county tells the developer to go through the process of annexation. This landowner pulled the annexation off the agenda. The previous council was not favorable to the annexation. Shane Sorensen said it could have looked different if the city had annexed this property sooner. He believes Box Elder South would have only been 30 lots not the 59 lots it has now and would have open space.

Jessica Smuin said she is concerned with the risk with flooding. The fact that the city could be sued later. Greg Gordon said he has talked to a couple of county commissioners about this annexations and do not want to interfere. He said both the county and Alpine City do not want this to happen again with other parcels that are not annexed at this time.

Mayor Carla Merrill asked what type of conditions could the Planning Commission put on this annexation. Craig Hall said if the builder built to city standards this area already meets our requirements. So, the city will not be able to ask for those fees for infrastructure again. The open space is three acres, the Planning Commission and council would need to decide if that would be a benefit to the community. Mayor Carla Merrill asked about adding into the annexation an offsite improvement fees such as the box culver over by Grove Drive. Shane Sorensen said the county does not charge any impact fees. The city can charge the following fees to the property owners who have not built yet:

#### **BUILDING PERMIT FEES**

- SWWP Fee
- Plan Check Fee
- Construction Fee
- Sub-Permit fee – Electrical, Heating, Plumbing
- 1% State Fee
- Infrastructure Bond
- SWWP Bond
- Storm Impact Fee
- Street Impact Fee
- Park/Trail Fee
- TSSD Fee

- Water Impact Fee
- Sewer Impact Fee
- Water Connection Fee
- Sewer Connection Fee

Shane Sorensen said in the past we had the Alpine Cove pay for a water tank. We could have these residents pay for something like an offsite improvement has been done in the past. Greg Gordon said the park open space is currently about 9 acres. He voiced concern about the east of the area with shooting behind this subdivision. Mayor Carla Merrill said she is working with SLC, Davis and Utah County's on Dingle Act to make the forest area a no shooting area.

Craig Hall said the petitioner can pull the annexation at the last minute. Jason Thelin said he is interested in seeing how the annexation can benefit the city and agrees the council and Planning Commission should see how and if it can. Mayor Carla Merrill said she would give the Planning Commission instructions to make a pros and cons list when considering the annexations and any potential revenues the city could gain from it.

**Motion:** Lon Lott moved that Box Elder South Annexation petition be accepted and sent to the Planning Commission for further consideration. Greg Gordon seconded the motion. There were 3 Ayes and 2 Nays, as recorded below. The motion passed unanimously.

Ayes

Jason Thelin  
Greg Gordon  
Lon Lott

Nays

Kelli Law  
Jessica Smuin

**C. Resolution R2022-17: A Resolution in Support of the People of Ukraine**

**Motion:** Greg Gordon moved to table Resolution R2022-17 until the next City Council meeting. Lon Lott seconded the motion. There were 4 Ayes and 1 Nays, as recorded below. The motion passed.

Ayes

Jason Thelin  
Greg Gordon  
Jessica Smuin  
Lon Lott

Nays

Kelli Law

**D. Pickleball Considerations and Site Plan: Burgess, Healey, and Creekside Parks**

Austin Roy said in November of 2020 the City Council approved pickleball courts, a pavilion and playground at Healey Park. Since that time, the City Council has considered changing the overall plans for Healey Park and for the City's pickleball courts in general. All improvements to public open space require a recommendation from the Planning Commission and a supermajority vote of approval from the City Council (3.16.040). Staff is seeking a decision on additional pickleball courts, whether that be to install new courts at Healey Park, to modify existing tennis courts at either Burgess Park and/or modify courts at Creekside Park. The Planning Commission reviewed this item on March 15, 2022. Following a public hearing and comments and feedback from the community, the Planning Commission discussed the item and recommended that pickleball courts be added to Creekside Park by converting the two most western tennis courts into eight pickleball courts. The motion was unanimously approved.

Greg Gordon said this Saturday there were 14 courts or fields being used. Austin Roy said tennis communities said they were in agreement because Burgess has lights and Creekside does not. They will be fully converted pickleball courts and it will be a little short out of bounds area. Mayor Carla Merrill said they are doing this in California, this would be very economical. They only problem she sees is during a tournament play. Highschool and Jr high have tennis courts that are not being used except during the tennis season. Flex courts are hard to play on with so many lines. It ruins the top layer of the tennis court. Greg Gordon asked if sound insulation options had been considered and which options would be best. Lon Lott said he met with pickleball court people and the courts being that far away would not.

**Chris Thackeray**  
**215 E Estates Drive**

*Chris Thackeray said his has been running the pickleball tournament for Alpine Days the past few years. He has worked with Highland City with consideration having pickleball courts in their parks. He said having multiple use*

courts for residents to bring in their own nets is a great idea. Burgess Park is being used for pickleball already and so is Creekside. Having dedicated pickleball courts help with the maintaining of not only pickleball courts but also tennis courts. He has seen pickleball courts done for recreational play by having 4 courts on one tennis court. There are national recreational studies that have been done on pickleball courts. Alpine has a lot of interest among our residents both young and old, anyone can play.

**Whitey Anson**  
**484 Westfield Road**

Whitey Anson said having flex courts for a tournament is a good idea but not long term. Flex courts end up damaging the tennis courts with continuous use. The tennis community is excited to having better lighted courts with new nets at Burgess Park. Alpine has a need not only of the avid players but for the novice players as well. Alpine has a group of residents that are willing to maintain the courts and raise money for lighting at Burgess Park.

The Council voiced concern about not notifying the residents that live around Creekside Park. Lon Lott asked if resident said their play would be impaired by the smaller courts. Whitey Anson answered no. Whitey Anson said he would be in agreement that the city notify the residents around Creekside Park before proceeding.

**Motion:** Jessica Smuin moved to approve that the two western most tennis courts at Creekside Park be fully converted into eight pickleball courts. Greg Gordon seconded the motion. There was no vote taken.

**Motion:** Lon Lott continue this matter until the next meeting to be able to notify residents on the street near the park. Jason Thelin seconded the motion. There were 3 Ayes and 2 Nays, as recorded below. The motion passed.

Ayes  
 Jason Thelin  
 Lon Lott  
 Kelli Law

Nays  
 Greg Gordon  
 Jessica Smuin

#### **E. Healey Park Improvements Site Plan: Approval for the installation of a pavilion and playground**

Austin Roy said in November of 2020 the City Council approved pickleball courts, a pavilion and playground at Healey Park. Since that time, the City Council has considered changing the overall plans for Healey Park and for the City's pickleball courts in general. All improvements to public open space require a recommendation from the Planning Commission and a supermajority vote of approval from the City Council (3.16.040). Staff is seeking approval of improvements at Healey Park. Specifically, the location of a new pavilion and playground. The Planning Commission reviewed the proposed improvements and held a public hearing on March 15, 2022, meeting. The Planning Commission recommended that the improvements be approved as proposed.

Jason Thelin asked if the city could sell the playground and pavilion. Shane Sorensen said the city got a really good price on the playground so if we don't use the playground at Healey Park, we should use it at another park. He suggested Smoot Canyon Park. Relocate the restroom at Smoot Canyon Park would allow for more parking and the playground could go in that park. Jason Thelin suggested having the parking lot on the opposite side of Smoot Canyon Park. Jessica Smuin asked if there would be a problem moving the parking lot.

**Alan Neves**  
**918 E Stonehenge**

Alan Neve thanked the City Council for listening to the neighbors around Healey Park and relocating the pickleball courts. He said he knows the city has a fence ordinance against closed fences or privacy fences along trails or open spaces. He said his back yard backs up to the park and open space and he has a swimming pool. His teenage girls feel uncomfortable to be out by the pool while soccer games are going on all day Saturdays. He requested to put in a privacy fence.

Shane Sorensen said the code against closed fences along trails and open spaces was for safety issues. The code reads as follows 3.1.11060 Fences or borders along property lines adjacent to a trail or open space must meet with the City Planner and meet specific standards.

1. When the width of the open space or trail easement is less than 50 feet, bordering fences may not exceed eight (8) feet in height. And shall not obstruct visibility (open style fences such a rail fences, field fence, or chain link are preferable.)



2. When the width of the open space or trail easement is 50 feet or more, fence standards as specified elsewhere in the ordinance apply.
3. Fences and hedges must be completely within the boundaries of the private property.
4. Hedges or shrubs must be maintained to the same height requirements as fences.
5. The owner of the fence or hedge must maintain the side facing the open space.

Shane Sorensen suggested Mr. Neves speak with Austin Roy after the meeting regarding putting a fence in.

**Motion:** Jason Thelin moved to change the location of the pavilion and playground to Smoot Canyon Park. No second was made, and the motion was later withdrawn.

**Amended Motion:** Jason Thelin moved to sell the playground and pavilion. No second. No vote taken.

**Motion:** Greg Gordon moved to approve the improvements at Healey Park as proposed. Kelli Law seconded There were 4 Ayes and 1 Nays, as recorded below. The motion passed.

Ayes

Lon Lott  
Greg Gordon  
Kelli Law  
Jessica Smuin

Nays

Jason Thelin

#### F. Ordinance 2022-08: Amendment Clarifying the Exposed Face of Retaining Walls

Austin Roy said the current retaining wall ordinance is not clear on when an exposed face of a retaining wall is considered viewable from the nearest public right of way. The proposed amendments seek to clarify the parameters for regulating retaining walls.

Staff is recommending changes to the Development Code to make it more clear how the exposed face of retaining walls shall be regulated. Please see attached proposed ordinance for recommended changes. The Planning Commission held a public hearing and reviewed this item at the March 15, 2022, meeting. The Planning Commission agreed with the ordinance as proposed and recommended it be approved. The motion passed unanimously.

**Motion:** Lon Lott moved that Ordinance 2022-08 be adopted as proposed. Greg Gordon seconded the motion. There were 4 Ayes and 1 Nays, as recorded below. The motion passed.

Ayes

Jason Thelin  
Greg Gordon  
Lon Lott  
Kelli Law

Nays

Jessica Smuin

#### G. Fire Station Remodel Proposal

Shane Sorensen said Babcock Design has provided the city with a design fee proposal of 280K which is 7% of the details total cost for the Lone Peak Fire Station, which includes architectural, structural, mechanical, plumbing, and electrical fees. City council needs to review the proposal and decide how they would like to move forward with the process. In addition, the City Council should finalize the decision on using a CM (Construction Manager) and GC (General Contractor) for the project. Doing an RFP (Request for Proposal) would start the process, but Babcock could start the design process before the CM and GC was picked. The proposals would come in and we would pick from those proposals. Timeline would be 6-8 weeks with a CM/GM and 8-10-month construction 12-15-month total to get the remodel done. Interest rates are going up, so we need to move this along. If we need to pull back, we can, but we would at least have the design finished. Jason asked if it is a fixed fee. They bill you monthly. Mayor Carla Merrill said if there are any grants, we can apply for them and prefer projects that are ready to go. Craig Hall said contact Mark Anderson with Zions Bank regarding a reimbursement resolution which could help us if a grant became available. Carla Merrill said if a grant does become available the city could apply for even during the construction phase. Shane Sorensen said the city would not be receiving a bond for this proposal. Craig Hall suggested a reimbursement resolution. When the city does need a bond, this could help with a grant. Shane Sorensen said the city would hopefully go through the bond process this year and we could do that off the sales tax revenue. Jason Thelin asked if the city could ask for a better fee. Craig Hall said 7% is market rate and companies are not moving from that rate. Shane Sorensen said it will take six weeks to get a revenue bond we need to act soon.

**Motion:** Jason Thelin moved to have staff go back to Babcock Design to get fees lowered, less than \$280K. No second. No vote taken.

**Motion:** Lon Lott moved to approve the fees by Babcock Design as proposed for the Lone Peak Fire Station. Jessica Smuin seconded There were 5 Ayes and 0 Nays, as recorded below. The motion passed.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	
Greg Gordon	
Kelli Law	
Jessica Smuin	
Lon Lott	

**Motion:** Jessica Smuin moved to extend Council meeting until 9:10 pm. Greg Gordon seconded the motion. There were 4 Ayes and 1 Nays, as recorded below. The motion passed.

<u>Ayes</u>	<u>Nays</u>
Greg Gordon	Jason Thelin
Kelli Law	
Jessica Smuin	
Lon Lott	

## VII. STAFF REPORTS

### Chief Brian Patten

Chief Brian Patten reported some of his fire fighters are still in Texas and doing well.

### Craig Hall

Craig Hall said he had turned in his legal opinion on the three referendums and Shane Sorensen turned in his fiscal opinion on what it would cost the city if the road widening does not get built with MAG funds. Bonnie Cooper City recorder delivered opinions to the top three petitioner names. Craig Hall will need to put together an argument, we do have a draft copy. We are moving forward with all the deadlines with the referendum.

### Shane Sorensen

Shane Sorensen said Highland City voted not to change their general plan. Highland City Council may change their minds, so this is not a dead issue with expanding Canyon Crest Road. He said Jed Muhlestein and Mayor Carla Merrill had met with MAG consultant who is supervising the project.

At the last City Council meeting we discussed the Burgess Park pavilion improvements. Unfortunately, the trusses need to be fixed and are beyond repair. We should consider the pavilion like the ones at Creekside Park completely made of metal. To repair the current pavilion, it would cost \$50K. At the next meeting he will bring back the price on a pavilion like the one at Creekside Park.

## VIII. COUNCIL COMMUNICATION

### Lon Lott

Lon Lott asked Austin Roy to encourage the Planning Commission to speak directly into their microphones. He also requested that the city get the audio/visual fixed in the council room.

He met with the Lake Authority went through for the next year and they are asking for contributions. Mayor Carla Merrill asked Lon's recommendation about renewing the city's membership with the Lake Authority. Lon Lott recommended renewing.

### Jessica Smuin

Jessica Smuin asked if the Mayor Carla Merrill was going to continue her weekly email. Mayor Carla Merrill said so far only 48 residents have signed up for the weekly email. She asked if staff to post on the city's Facebook page.

She asked if the roundabout landscaping would be on schedule. Shane Sorensen said yes.

### Greg Gordon

Greg Gordon suggested that the city needs to find better ways to share the fact/issues with the residents.

### Mayor Carla Merrill

1 Mayor Carla Merrill said she had met with MAG regarding multi use trail to the roundabout without widening Canyon  
2 Crest Road.

3  
4 She is also working with Davis, Salt Lake, and Utah County Forest Service Representatives to enact the Dingle Act  
5 to no longer allow target shooting around our city borders in an effort to mitigate future fires.

6  
7 **IX. EXECUTIVE SESSION:**

8  
9 None held

10  
11 **Motion:** Jason Thelin moved to adjourn. Greg Gordon seconded the motion. There were 5 Ayes and 0 Nays, as  
12 recorded below. The motion passed unanimously.

13  
14 Ayes

15 Jason Thelin  
16 Greg Gordon  
17 Kelli Law  
18 Jessica Smuin  
19 Lon Lott

20 Nays

21 Adjourned 9:13 pm  
22  
23  
24  
25  
26



# Memo



**To:** Alpine City Council  
**From:** Jed Muhlestein, P.E. *JM*  
**Date:** April 6, 2022  
**Subject:** Westfield Road Sidewalk Project Award Recommendation

City Council:

The low bidder for the **Westfield Road Sidewalk Project** was **S&L, LLC** with a Total Base Bid of **\$148,010.50**. S&L, Inc. was spoken highly of as we went through their reference list. They have performed similar jobs in the surrounding area (some for the City) over the past several years. I recommend the project be awarded to **S&L, LLC** for a total of **\$148,010.50**.

Attached is a copy of the Bid Tab and Notice of Award for execution if the City Council so chooses to award this project to **S&L, LLC**.

Alpine City Engineering  
20 North Main • Alpine, Utah 84004  
Phone/Fax: (801) 763-9862  
E-mail: [jed@alpinecity.org](mailto:jed@alpinecity.org)



BID TABULATION RESULTS

2022 Alpine City Westfield Rd Sidewalk Project  
20 North Main Street  
Alpine, UT 84004  
Bid Opening: 4/6/2022  
Time: 11:00 AM

Base Bid Contractors

S&L Inc \$ 148,010.50  
R Cherrington Enterprises, LLC \$ 241,665.00  
Pure Enviro-Management, LLC \$ -  
Geneva Rock Products \$ 286,420.00  
Beck Construction & Excavation, Inc \$ 367,365.00

Base Bid

\$ 148,010.50  
\$ 241,665.00  
\$ -  
\$ 286,420.00  
\$ 367,365.00

Average \$ 257,441.13  
Engineer's Estimate \$ 162,244.43  
Low Bidder \$ 148,010.50

Base Bid		ENGINEERS ESTIMATE				Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		AVERAGE	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (not to exceed 5%)	1	LS	\$ 7,725.93	\$ 7,725.93	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00			\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 11,875.00	\$ 11,875.00
SWPPP																	
2	Inlet Protection	1	Each	\$ 125.00	\$ 125.00	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00			\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 612.50	\$ 612.50
3	Concrete Washout	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 1,050.00	\$ 1,050.00			\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00	\$ 1,775.00	\$ 1,775.00
SITE WORK																	
4	Clear and Grub	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 44,000.00	\$ 44,000.00			\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 37,250.00	\$ 37,250.00
5	Asphalt driveway removal	930	SF	\$ 2.00	\$ 1,860.00	\$ 1.50	\$ 1,395.00	\$ 1.10	\$ 1,023.00			\$ 6.00	\$ 5,580.00	\$ 1.10	\$ 1,023.00	\$ 2.43	\$ 2,255.25
6	Asphalt Driveway Repair (2.5", PG58-28, 1/2", 15% Max RAP)	730	SF	\$ 5.90	\$ 4,307.00	\$ 5.00	\$ 3,650.00	\$ 3.20	\$ 2,336.00			\$ 13.00	\$ 9,490.00	\$ 12.00	\$ 8,760.00	\$ 8.30	\$ 6,059.00
7	Concrete Driveway and Sidewalk Removal	1,475	SF	\$ 2.00	\$ 2,950.00	\$ 1.50	\$ 2,212.50	\$ 2.00	\$ 2,950.00			\$ 6.00	\$ 8,850.00	\$ 4.00	\$ 5,900.00	\$ 3.38	\$ 4,978.13
8	Concrete Driveway Repair (4" thick)	356	SF	\$ 6.90	\$ 2,456.40	\$ 10.00	\$ 3,560.00	\$ 12.00	\$ 4,272.00			\$ 15.00	\$ 5,340.00	\$ 14.00	\$ 4,984.00	\$ 12.75	\$ 4,539.00
9	Concrete Driveway Repair (6" thick)	515	SF	\$ 7.90	\$ 4,068.50	\$ 11.00	\$ 5,665.00	\$ 12.00	\$ 6,180.00			\$ 10.00	\$ 5,150.00	\$ 17.00	\$ 8,755.00	\$ 12.50	\$ 6,437.50
10	Remove 6" concrete curb wall/edging	62	LF	\$ 2.00	\$ 124.00	\$ 7.00	\$ 434.00	\$ 9.00	\$ 558.00			\$ 40.00	\$ 2,480.00	\$ 10.00	\$ 620.00	\$ 16.50	
11	Install 6" concrete curb wall/edging	56	LF	\$ 5.00	\$ 280.00	\$ 50.00	\$ 2,800.00	\$ 16.50	\$ 924.00			\$ 55.00	\$ 3,080.00	\$ 50.00	\$ 2,800.00	\$ 42.88	
12	Install Sidewalk (5" thick)	2,944	SF	\$ 7.90	\$ 23,257.60	\$ 11.00	\$ 32,384.00	\$ 10.50	\$ 30,912.00			\$ 15.00	\$ 44,160.00	\$ 11.00	\$ 32,384.00	\$ 11.88	\$ 34,960.00
LANDSCAPE REPAIR																	
13	Topsoil Replacement	16	YD	\$ 40.00	\$ 640.00	\$ 60.00	\$ 960.00	\$ 155.00	\$ 2,480.00			\$ 70.00	\$ 1,120.00	\$ 130.00	\$ 2,080.00	\$ 103.75	\$ 1,660.00
14	Sod Repair	800	SF	\$ 1.00	\$ 800.00	\$ 1.50	\$ 1,200.00	\$ 2.50	\$ 2,000.00			\$ 10.00	\$ 8,000.00	\$ 7.00	\$ 5,600.00	\$ 5.25	\$ 4,200.00
15	Sprinkler Repair	800	SF	\$ 3.00	\$ 2,400.00	\$ 1.00	\$ 800.00	\$ 17.20	\$ 13,760.00			\$ 2.00	\$ 1,600.00	\$ 5.00	\$ 4,000.00	\$ 6.30	\$ 5,040.00
16	Tree Removal (8-inch diameter or larger)	2	Each	\$ 500.00	\$ 1,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,600.00	\$ 3,200.00			\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,350.00	\$ 6,700.00
17	Relocate Mailbox	3	Each	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 440.00	\$ 1,320.00			\$ 190.00	\$ 570.00	\$ 500.00	\$ 1,500.00	\$ 357.50	\$ 1,072.50
18	Verti Block Retaining Wall	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 65,000.00	\$ 65,000.00	\$ 112,400.00	\$ 112,400.00			\$ 120,000.00	\$ 120,000.00	\$ 214,709.00	\$ 214,709.00	\$ 128,027.25	\$ 128,027.25
BASE BID TOTAL					\$ 162,244.43		\$ 148,010.50		\$ 241,665.00		*		\$ 286,420.00		\$ 367,365.00		\$ 257,441.13

\* Bid Rejected. Incomplete bid package.



## **RESOLUTION NO. R2022-17**

### **A RESOLUTION IN SUPPORT OF UKRAINE AND CONDEMNING RUSSIAN PRESIDENT VLADIMIR PUTIN**

A Resolution in Support of Ukraine and Condemning Russian President Vladimir Putin

WHEREAS, after decades of foreign rule and control over Ukraine, and its neighboring countries, that country won independence from the former Soviet Union, now Russia, in 1991;

WHEREAS, on February 8, 1994, Ukraine joined the North Atlantic Treaty Organization's (NATO) Partnership for Peace program to strengthen ties with European members as an Enhanced Opportunities Partner;

WHEREAS, on December 5, 1994, the Russian Federation, the United Kingdom, and the United States of America signed the Budapest Memorandum on Security Assurances, wherein each country pledged to respect the Sovereignty of Ukraine and its borders, and refrain from the threat or use of force against Ukraine;

WHEREAS, in February 2014, in the wake of the Revolution of Dignity, the status of Crimea and parts of Donbas, internationally recognized as part of Ukraine, came into question. During those conflicts Russia annexed Crimea in 2014, with the War in Donbas waged by separatists supported by Russian volunteers and Russia itself, continued.

WHEREAS, throughout 2021 and into 2022, Russia conducted numerous military exercises and amassed large caches of military equipment near the Ukraine borders; then, on February 23, 2022, conducted a multiprong and unprovoked invasion into Ukraine from the east, the north and from its southern borders;

WHEREAS, while peace talks between Ukraine and Russian authorities tentatively began then ended, many hundreds of Ukrainian civilians have died in wanton slaughter, with cities, businesses and sovereign Ukrainian lands laid waste at the hands of Russian forces – all under the direction of Vladimir Putin;

WHEREAS, while Russian aircraft bombings, artillery and rockets assault lands throughout Ukraine, tanks, cluster bombs, thermobaric “Vacuum Bombs” cause widespread and random destruction, killing and horrifying Ukrainian people of all ages;

WHEREAS, in response to Russia's unfounded war and increased violence, the Ukrainian military have been joined by the nation's people, members of parliament, and their president Volodymyr Zelensky in taking up arms in defense of their county's capitol, Kyiv and throughout the nation;

WHEREAS, the United States, European and other countries are making repeated calls for an end to the bloodshed, and for the Russian forces to withdraw out of a sovereign land; all have been ignored by Russian President Putin;

WHEREAS, many nations have imposed economic sanctions to limit and disable the Russian government from continuing its war against Ukraine, as well as provide critical armaments and supplies to aid the sovereign people in their own defense.

NOW THEREFORE, BE IT RESOLVED THAT CITY COUNCIL AND MAYOR OF ALPINE, UT:

1. Hears, recognizes, and commends the resolve and restraint shown by a courageous Ukrainian people for their right of sovereignty, and publicly recognizes and honors the

uncounted men, women and children who gave and are giving their lives to maintain their independence and freedom;

2. Stands with the people of Ukraine in the defense of their natural rights and for the right to maintain the integrity of their sovereign national borders;
3. Denounces Russia's baseless invasion of Ukraine.
4. Encourages ongoing support and unity between the United States of America, the European nations and other allies to provide direct support and relief to the Ukrainian governments and people; and to aid in Russia's withdrawal from Ukraine, and to reaffirm Ukraine's sovereignty;
5. Supports strengthening alliances among nations of the world in support of independence of each country, and for each nations' citizens unalienable right to live without fear of reprisal.

This Resolution is approved this \_\_\_\_ day of April, 2022 by a small city in Utah whose citizens love peace and freedom.

**ALPINE CITY COUNCIL**

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

**[SEAL]**

**Voting:**

Jessica Smuin	Yea ____ Nay ____
Lon Lott	Yea ____ Nay ____
Kelli Law	Yea ____ Nay ____
Jason Thelin	Yea ____ Nay ____
Greg Gordon	Yea ____ Nay ____

**ATTEST:**

\_\_\_\_\_  
Bonnie Cooper, City Recorder

**DEPOSITED** in the office of the City Recorder the \_\_\_\_ day of April, 2022.

**RECORDED** this \_\_\_\_ day of April, 2022.

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Resolution R2022-19: A Resolution Adopting the 2022 MAG Pre-Disaster Mitigation Plan

**FOR CONSIDERATION ON:** 12 April 2022

**PETITIONER:** City Staff

**ACTION REQUESTED BY PETITIONER:** Approve Resolution R2020-19 adopting the 2022 MAG Pre-Disaster Mitigation Plan.

### **BACKGROUND INFORMATION:**

Mountainland Association of Governments (MAG) has been working to update the Pre-Disaster Mitigation Plan. The 383 page plan outlines the various hazards that existing in each community in Utah, Wasatch and Summit Counties. The plan is updated on a 5-year cycle. If the City adopts this plan, which has been done in the past, it will expedite the process of receiving funds from FEMA should a disaster occur or if the City applies for FEMA Mitigation Grants. Due to the size of the plan, it will only be included in the electronic packet with no hard copies being provided in the paper packet.

#### **STAFF RECOMMENDATION:**

Approve Resolution R2020-19 adopting the 2022 MAG Pre-Disaster Mitigation Plan.

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

I move to approve Resolution R2020-19 adopting the 2022 MAG Pre-Disaster Mitigation Plan.

#### **SAMPLE MOTION TO APPROVE WITH CONDITIONS:**

I move to approve Resolution R2020-19 adopting the 2022 MAG Pre-Disaster Mitigation Plan with the following conditions:

- (insert finding)

#### **SAMPLE MOTION TO TABLE/DENY:**

I move to table/deny Resolution R2020-19, the 2022 MAG Pre-Disaster Mitigation Plan based on the following:



**ALPINE CITY**

**RESOLUTION No. R2022-19**

**A RESOLUTION ADOPTING THE 2022 MAG PRE-DISASTER  
MITIGATION PLAN**

**WHEREAS**, the City Council recognizes the threat that natural hazards pose to people and property within Alpine City; and

**WHEREAS**, Alpine City previously participated in the creation of a multi-hazard mitigation plan, herby known as the 2017 MAG Pre-Disaster Mitigation Plan in accordance with the Disaster Mitigation Act of 2000, which plan is updated every 5 years; and

**WHEREAS**, Alpine City has participated in the creation of a multi-hazard mitigation plan, herby known as the 2022 MAG Pre-Disaster Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, adoption by the City Council demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2022 MAG Pre-Disaster Mitigation Plan; and

**WHEREAS**, adoption of the plan will expedite the process of receiving funds from FEMA should a disaster occur or if the City applies for FEMA Mitigation Grants; and

**WHEREAS**, the City Council finds it is in the best interest of the municipality and the general health, safety and welfare of the public that this Resolution should be passed.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF ALPINE CITY AS FOLLOWS:**

The City Council adopts the 2022 MAG Pre-Disaster Mitigation Plan as written.

**PASSED AND APPROVED** this \_\_\_\_ day of April 2022.

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

[SEAL]

**VOTING:**

Jessica Smuin	Yea ____Nay ____
Lon Lott	Yea ____Nay ____
Jason Thelin	Yea ____Nay ____
Kelli Law	Yea ____Nay ____

Greg Gordon

Yea \_\_\_\_Nay \_\_\_\_

**ATTEST:**

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Bonnie Cooper  
City Recorder

**DEPOSITED** in the office of the City Recorder this \_\_\_\_ day of April, 2022.

**RECORDED** this \_\_\_\_ day of April, 2022.

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Resolution R2022-20: A Resolution Repealing Resolutions R2022-13 and R2022-14 Which Adopted Amendments to the Street Master Plan, Specifications and Standards

**FOR CONSIDERATION ON:** 12 April 2022

**PETITIONER:** City Staff

**ACTION REQUESTED BY PETITIONER:** Approve Resolution R2020-20 repealing Resolutions R2022-13 and R2022-14.

### **BACKGROUND INFORMATION:**

With it being apparent that the Canyon Crest Widening Project will not be moving forward at this time, city staff recommends that the following resolutions that were previously passed be repealed:

- Resolution R2022-13 – A Resolution Adopting Updated Construction Standard Specifications and Details: This update added an additional street cross section to the City’s Construction Standard Specifications and Details for construction within an 83-foot right-of-way.
- Resolution R2022-14 – A Resolution Adopting an Updated Transportation Master Plan Map for the City of Alpine: This update included new designations for minor and major arterials on the City’s street master plan.

### **STAFF RECOMMENDATION:**

Approve Resolution R2020-20 repealing previously passed Resolutions R2022-13 and R2022-14.

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

I move to approve Resolution R2020-20 repealing previously passed Resolutions R2022-13, which added an 83-foot Cross Section to City Standards, and Resolution R2022-14, which added designations for minor and major arterials to the street master plan.

### **SAMPLE MOTION TO APPROVE WITH CONDITIONS:**

I move to approve Resolution R2020-20 repealing previously passed Resolutions R2022-13, which added an 83-foot Cross Section to City Standards, and Resolution R2022-14, which added designations for minor and major arterials to the street master plan with the following conditions:

- (insert finding)

### **SAMPLE MOTION TO TABLE/DENY:**

I move to table/deny Resolution R2020-20 based on the following:

- (insert finding)

**RESOLUTION ALPINE CITY**

**No. R2022-20**

**A RESOLUTION REPEALING RESOLUTION R2022-13 AND RESOLUTION R2022-14 WHICH  
ADOPTED AMENDMENTS TO ALPINE CITY STREET MASTER PLAN DESIGNATING VARIOUS  
TYPES OF ROADWAYS WITHIN THE COMMUNITY AND SPECIFICATIONS AND STANDARDS FOR  
STREETS AND ROADWAYS WITHIN THE CITY**

**WHEREAS**, Alpine City (the “City”) has conducted review of its most recent traffic study in cooperation with Mountainland Association of Governments; and

**WHEREAS**, such studies indicated that improvements to certain roads in the City will need to be considered by the City Council for improvement in some manner; and

**WHEREAS**, the City has previously adopted specific standards for construction of certain classifications of streets and roadways; and

**WHEREAS**, as adopted, Resolutions R2022-13 and R2022-14 modified and changed the specifications and requirements for 83-foot-wide cross section in the event that such a road was proposed for construction and/or improvement; and

**WHEREAS**, after the adoption of the resolutions, citizens of the community expressed their displeasure with the adoption of the ordinance which would allow the City to construct and/or widen existing streets and have filed petitions to place the adoption of Resolution R2022-13 and Resolution R2022-14 on the next general election ballot to allow the voters of the City to consider the repeal of such ordinance; and

**WHEREAS**, the elected officials have expressed their willingness to re-consider the adoption of the resolutions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Alpine City that Resolution R2022-13 and R2022-14 are hereby repealed effective immediately.

**PASSED AND APPROVED** this \_\_\_\_\_ day of April, 2022.

**ALPINE CITY COUNCIL**

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

[SEAL]

**REPEALING RESOLUTION R2022 – 13 AND  
RESOLUTION R2022-14**

**VOTING:**

Jessica Smuin	Yea ____	Nay ____
Lon Lott	Yea ____	Nay ____
Jason Thelin	Yea ____	Nay ____
Kelli Law	Yea ____	Nay ____
Greg Gordon	Yea ____	Nay ____

**ATTEST:**

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Bonnie Cooper  
City Recorder

**DEPOSITED** in the office of the City Recorder this \_\_\_\_ day of April, 2022.

**RECORDED** this \_\_\_\_ day of April, 2022.



## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:**      **Ordinance 2022-10: An Ordinance Repealing Ordinance 2022-04 Which Adopted Amendments to Articles 4.03.010 and 4.07.040 of the Alpine City Development Code Pertaining to the Major Street Plan and Major Arterials**

**FOR CONSIDERATION ON:**              **12 April 2022**

**PETITIONER:**              **City Staff**

**ACTION REQUESTED BY PETITIONER:**              **Approve Ordinance 2020-10 repealing Ordinance 2022-04.**

### **BACKGROUND INFORMATION:**

With it being apparent that the Canyon Crest Widening Project will not be moving forward at this time, city staff recommends that Ordinance 2022-04 be repealed. This ordinance modified the development code dividing arterials into minor and major arterials and specified the right-of-way and pavement width for each arterial designation. The definition of “Street Master Plan” was also modified.

#### **STAFF RECOMMENDATION:**

Approve Ordinance 2022-10 repealing previously passed Ordinance 2022-04.

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

I move to approve Ordinance 2020-10 repealing previously passed Ordinance 2022-04, which divided arterials into minor and major arterials and specified the right-of-way and pavement width for each arterial designation; and modified the definition of Street Master Plan.

#### **SAMPLE MOTION TO APPROVE WITH CONDITIONS:**

I move to approve Ordinance 2020-10 repealing previously passed Ordinance 2022-04, which divided arterials into minor and major arterials and specified the right-of-way and pavement width for each arterial designation; and modified the definition of Street Master Plan with the following conditions:

- (insert finding)

#### **SAMPLE MOTION TO TABLE/DENY:**

I move to table/deny Ordinance 2022-10 based on the following:

- (insert finding)

**ALPINE CITY**

**ORDINANCE NO. 2022- 10**

**AN ORDINANCE REPEALING ORDINANCE 2022-04 WHICH ADOPTED AMENDMENTS TO  
ARTICLES 4.03.010 AND 4.07.040 OF THE ALPINE CITY DEVELOPMENT  
CODE PERTAINING TO THE MAJOR STREET PLAN AND MAJOR ARTERIALS**

**WHEREAS**, Alpine City (the “City”) has conducted review of its most recent traffic study in cooperation with Mountainland Association of Governments; and

**WHEREAS**, such studies indicated that improvements to certain roads in the city will need to be considered by the City Council for improvement in some manner; and

**WHEREAS**, the City has previously adopted specific standards for construction of certain classifications of streets and roadways; and

**WHEREAS**, as adopted, Ordinance 2022-04 modified and changed the specifications and requirements for an 83-foot-wide profile in the event that such a road was proposed for construction and/or improvement; and

**WHEREAS**, after the adoption of the ordinance, citizens of the community expressed their displeasure with the adoption of the ordinance which would allow the City to construct and/or widen existing streets and have filed petitions to place the adoption of Ordinance 2022-04 on the next general election ballot to allow the voters of the City to consider the repeal of such ordinance; and

**WHEREAS**, the elected officials have expressed their willingness to re-consider the adoption of the ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Alpine City that Ordinance 2022-04 is hereby repealed effective immediately.

**PASSED AND APPROVED** this \_\_\_\_\_ day of April, 2022.

**ALPINE CITY**

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

**[SEAL]**

**VOTING:**

Jessica Smuin	Yea ____	Nay ____
Lon Lott	Yea ____	Nay ____
Jason Thelin	Yea ____	Nay ____
Kelli Law	Yea ____	Nay ____
Greg Gordon	Yea ____	Nay ____

**ATTEST:**

\_\_\_\_\_  
Bonnie Cooper  
City Recorder

**DEPOSITED** in the office of the City Recorder this \_\_\_\_ day of April, 2022.

**RECORDED** this \_\_\_\_ day of April, 2022.

## Budget Report for March 2022

Alpine City - General Fund FY 2021/2022 Budget				
Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
<b>Taxes</b>				
Property taxes	\$ 2,200,000	\$ 1,847,073	84%	\$ 2,200,000
Redemption taxes	160,000	186,056	116%	195,000
Sales tax	1,675,000	1,142,833	68%	1,725,000
Motor vehicle taxes	120,000	80,988	67%	120,000
Franchise fees	700,000	443,366	63%	700,000
Penalties & interest on delinquent	4,000	2,432	61%	4,000
<b>Total Taxes</b>	<b>\$ 4,859,000</b>	<b>\$ 3,702,748</b>	<b>76%</b>	<b>\$ 4,944,000</b>
<b>License and Permits</b>				
Business license & fees	\$ 25,000	\$ 18,900	76%	\$ 25,000
Plan check fees	225,000	184,694	82%	225,000
Building permits	400,000	320,152	80%	400,000
Building permit assessment	5,000	5,686	114%	7,500
<b>Total License and Permits</b>	<b>\$ 655,000</b>	<b>\$ 529,432</b>	<b>81%</b>	<b>\$ 657,500</b>
<b>Intergovernmental Revenue</b>				
ARPA GRANT	\$ 621,223	\$ -	0%	\$ 621,223
Recreational grant	4,964	-	0%	4,964
<b>Total Intergovernmental</b>	<b>\$ 626,187</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 626,187</b>
<b>Charges For Service</b>				
Zoning & subdivision fees	\$ 30,000	\$ 20,307	68%	\$ 30,000
Annexation applications	500	-	0%	500
Sale of maps and publications	250	90	36%	250
Public safety district rental	38,516	19,258	50%	38,516
Waste collections sales	625,000	507,173	81%	625,000
Youth council	-	433	100%	500
Sale of cemetery lots	7,500	6,156	82%	7,500
Burial fees	50,000	34,950	70%	50,000
<b>Total Charges for Service</b>	<b>\$ 751,766</b>	<b>\$ 588,367</b>	<b>78%</b>	<b>\$ 752,266</b>
<b>Fines and Forfeitures</b>				
Fines	\$ 25,000	\$ 3,165	13%	\$ 25,000
Other fines	40,000	33,442	84%	40,000
Traffic school	7,500	1,260	17%	7,500
<b>Total Fines and Forfeitures</b>	<b>\$ 72,500</b>	<b>\$ 37,867</b>	<b>52%</b>	<b>\$ 72,500</b>
<b>Rents &amp; Other Revenues</b>				
Recycling	\$ -	\$ -	0%	\$ -
Rents & concessions	65,000	25,340	39%	65,000
Sale of City land	-	-	0%	-
<b>Total Rents &amp; Other Revenues</b>	<b>\$ 65,000</b>	<b>\$ 25,340</b>	<b>39%</b>	<b>\$ 65,000</b>

**Alpine City - General Fund-Continued**  
**FY 2021/2022 Budget**

Revenues-continued	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
<b>Interest &amp; Misc Revenues</b>				
Interest earnings	\$ 50,000	\$ 52,964	106%	\$ 50,000
Alpine Days revenue	85,000	76,628	90%	85,000
Rodeo revenue	20,000	15,783	79%	20,000
Legal settlement	-	-	0%	-
Bicentennial books	500	520	104%	750
Sundry revenues	45,000	62,820	140%	75,000
<b>Total Miscellaneous Revenues</b>	<b>\$ 200,500</b>	<b>\$ 208,715</b>	<b>104%</b>	<b>\$ 230,750</b>
<b>Transfers &amp; Contributions</b>				
Fund balance appropriation	\$ -	\$ -	0%	\$ -
Contribution from Capital Projects	-	-	-	0
Contribution for paramedic	35,000	25,051	72%	35,000
<b>Total Contributions &amp; Transfers</b>	<b>\$ 35,000</b>	<b>\$ 25,051</b>	<b>72%</b>	<b>\$ 35,000</b>
<b>Total General Fund Revenues</b>	<b>\$ 7,264,953</b>	<b>\$ 5,117,520</b>	<b>70%</b>	<b>\$ 7,383,203</b>

**Alpine City - General Fund-Continued**  
**FY 2021/2022 Budget**

<b>Expenditures</b>	<b>Budget FY 2022</b>	<b>Actual To Date FY 2022</b>	<b>75.0% Percent Target</b>	<b>Year End Projected Amount</b>
Administration	\$ 1,083,623	\$ 314,068	29%	\$ 1,083,623
Court	100,200	60,598	60%	100,200
Treasurer	47,650	36,881	77%	47,650
Elections	32,450	27,585	85%	32,450
Government Buildings	599,000	95,062	16%	599,000
Emergency Services	2,422,458	1,810,274	75%	2,422,458
Building Inspection	165,200	123,395	75%	165,200
Planning & Zoning	247,650	170,441	69%	247,650
Streets	737,624	543,175	74%	737,624
Parks & Recreation	476,646	333,165	70%	476,646
Cemetery	164,150	109,684	67%	164,150
Garbage	610,000	417,819	68%	610,000
Miscellaneous	578,302	5,663	1%	578,302
<b>Total General Fund Expenditures</b>	<b>\$ 7,264,953</b>	<b>\$ 4,047,810</b>	<b>56%</b>	<b>\$ 7,264,953</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 1,069,710</b>		<b>\$ 118,250</b>
<b>Fund Balance Beginning of Year</b>				<b>\$ 2,159,789</b>
<b>Projected Surplus/(Deficit)</b>				<b>\$ 118,250</b>
<b>Appropriate fund balance\Reserves</b>				<b>\$ -</b>
<b>Ending Fund Balance</b>				<b>\$ 2,278,039</b>
<b>Fund Balance Percentage</b>				
<b>General Fund Balance per state law needs to between 5% and 25% (Current projected fund balance)</b>				<b>31.36%</b>



**CLASS C ROADS & MASS TRANSIT**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Interest earnings	\$ 10,000	\$ 25	0%	\$ 10,000
Mass transit	120,000	107,183	89%	120,000
Class "B&C" Road allotment	440,000	330,067	75%	440,000
Appropriation of fund balance	50,000	-	0%	50,000
<b>Total Revenues</b>	<b>\$ 620,000</b>	<b>\$ 437,275</b>	<b>71%</b>	<b>\$ 620,000</b>

Expenditures	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Miscellaneous	\$ -	-	0%	\$ -
Class "B&C" road projects	500,000	528,360	106%	550,000
Mass Transit projects	120,000	120,000	100%	120,000
Reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 620,000</b>	<b>\$ 648,360</b>	<b>105%</b>	<b>\$ 670,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (211,085)</b>		<b>\$ (50,000)</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 799,965</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ (50,000)</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (50,000)</b>
<b>Ending Fund Balance</b>	<b>\$ 699,965</b>

Recreation Impact Fee Funds FY 2021/2022 Budget				
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Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Recreation facility fees	\$ 100,000	\$ 104,832	105%	\$ 150,000
Interest earnings	10,000	-	0%	10,000
Appropriation of fund balance	-	-	0%	-
<b>Total Revenues</b>	<b>\$ 110,000</b>	<b>\$ 104,832</b>	<b>95%</b>	<b>\$ 160,000</b>

Expenditures	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Park system	\$ 110,000	-	0%	\$ 110,000
Miscellaneous	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 110,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 110,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 104,832</b>		<b>\$ 50,000</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 702,776</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ 50,000</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ 752,776</b>

Impact Fee Funds Streets FY 2021/2022 Budget				
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Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Streets & transportation fees	\$ 40,000	\$ 56,249	141%	\$ 75,000
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
<b>Total Revenues</b>	<b>\$ 40,000</b>	<b>\$ 56,249</b>	<b>141%</b>	<b>\$ 75,000</b>

Expenditures	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Streets & transport	\$ 40,000	900	2%	\$ 40,000
Reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 40,000</b>	<b>\$ 900</b>	<b>2%</b>	<b>\$ 40,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 55,349</b>		<b>\$ 35,000</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 401,673</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ 35,000</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ 436,673</b>

<p align="center"><b>ARPA Grant Funds</b> <b>FY 2021/2022 Budget</b></p>
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Revenues	Budget FY 2022	Actual To Date FY 2022	12.7% Percent Target	Year End Projected Amount
ARPA Grant	\$ -	\$ -	0%	\$ -
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>

Expenditures	Budget FY 2022	Actual To Date FY 2022	12.7% Percent Target	Year End Projected Amount
ARPA expenses	\$ -	-	0%	\$ -
Reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ -</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ -</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>

**Alpine City - Capital Projects Fund  
FY 2021/2022 Budget**

<b>Revenues</b>	<b>Budget FY 2022</b>	<b>Actual To Date FY 2022</b>	<b>75.0% Percent Target</b>	<b>Year End Projected Amount</b>
Interest revenue	\$ 10,000	\$ -	0%	\$ 10,000
Transfer from General Fund	-	-	0%	-
Contributions from builders	-	-	0%	-
Miscellaneous	-	-	0%	-
Fund Balance appropriation	927,000	-	0%	897,000
<b>Total Revenues</b>	<b>\$ 937,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 907,000</b>

<b>Expenditures</b>	<b>Budget FY 2022</b>	<b>Actual To Date FY 2022</b>	<b>75.0% Percent Target</b>	<b>Year End Projected Amount</b>
Capital outlay other	\$ 716,000	153,356	21%	\$ 716,000
Capital outlay buildings	185,000	1,850	1%	185,000
Contribution to General Fund	-	-	0%	-
Capital outlay equipment	36,000	38,059	106%	38,059
<b>Total Capital Expenditures</b>	<b>\$ 937,000</b>	<b>\$ 193,265</b>	<b>21%</b>	<b>\$ 939,059</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (193,265)</b>		<b>\$ (32,059)</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 2,852,062</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ (32,059)</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (897,000)</b>
<b>Ending Fund Balance</b>	<b>\$ 1,923,003</b>

**Alpine City - Water Utility**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
<b>Operating Revenues</b>				
Metered water sales	\$ 800,000	\$ 583,570	73%	\$ 800,000
Other water revenue	20,000	4,249	21%	20,000
Water connection fee	30,000	20,700	69%	30,000
Penalties	5,700	6,405	112%	7,500
<b>Total Miscellaneous Revenues</b>	<b>\$ 855,700</b>	<b>\$ 614,924</b>	<b>72%</b>	<b>\$ 857,500</b>
<b>Miscellaneous</b>				
Interest earned	\$ 20,000	\$ -	0%	\$ 20,000
Appropriated fund balance	452,725	-	0%	452,725
<b>Total Utility Revenue</b>	<b>\$ 472,725</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 472,725</b>
<b>Total Utility Fund Revenues</b>	<b>\$ 1,328,425</b>	<b>\$ 614,924</b>	<b>46%</b>	<b>\$ 1,330,225</b>

Expenses	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Water operating	\$ 453,800	\$ 341,640	75%	453,800
Depreciation	255,000	-	0%	255,000
Capital outlay- Buildings	5,000	5,518	110%	6,000
Capital outlay- Improvements	580,000	10,103	2%	580,000
Capital outlay- Equipment	34,625	35,000	101%	35,000
<b>Total Utility Fund Expenses</b>	<b>\$ 1,328,425</b>	<b>\$ 392,261</b>	<b>30%</b>	<b>\$ 1,329,800</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 222,663</b>		<b>\$ 425</b>

<b>Cash Balance Beginning of Year</b>	<b>\$ 2,661,881</b>
<b>Surplus/(Deficit)</b>	<b>\$ 425</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (452,725)</b>
<b>Ending Cash Balance</b>	<b>\$ 2,209,581</b>

**Impact Fee Funds Water Impact Fees**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Water Impact Fees	\$ 135,000	\$ 85,348	63%	\$ 120,000
Interest earnings		-	0%	-
Appropriation of fund balance	-	-	0%	-
<b>Total Revenues</b>	<b>\$ 135,000</b>	<b>\$ 85,348</b>	<b>63%</b>	<b>\$ 120,000</b>

Expenditures	Budget FY 2022	Actual To Date FY 2022	Target Percent Target	Year End Projected Amount
Impact fee projects	\$ 135,000	93,240	69%	\$ 135,000
To reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 135,000</b>	<b>\$ 93,240</b>	<b>69%</b>	<b>\$ 135,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (7,892)</b>		<b>\$ (15,000)</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 464,721</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ (15,000)</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ 449,721</b>

**Alpine City - Sewer Utility**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
<b>Operating Revenues</b>				
Sewer system sales	\$ 1,050,000	\$ 775,596	74%	\$ 1,050,000
Other revenue	10,000	-	0%	10,000
Sewer connection fee	5,000	5,750	115%	7,500
<b>Total Miscellaneous Revenues</b>	<b>\$ 1,065,000</b>	<b>\$ 781,346</b>	<b>73%</b>	<b>\$ 1,067,500</b>
<b>Miscellaneous</b>				
Interest earned	\$ 10,000	\$ -	0%	\$ 10,000
Appropriated fund balance	104,025	-	0%	104,025
<b>Total Utility Revenue</b>	<b>\$ 114,025</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 114,025</b>
<b>Total Utility Fund Revenues</b>	<b>\$ 1,179,025</b>	<b>\$ 781,346</b>	<b>66%</b>	<b>\$ 1,181,525</b>

Expenses	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Sewer operating	\$ 899,900	\$ 621,855	69%	899,900
Depreciation	130,000	-	0%	130,000
Capital outlay- Improvements	65,000	3,425	5%	65,000
Capital outlay- Equipment	84,125	85,000	101%	85,000
<b>Total Utility Fund Expenses</b>	<b>\$ 1,179,025</b>	<b>\$ 710,280</b>	<b>60%</b>	<b>\$ 1,179,900</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 71,066</b>		<b>\$ 1,625</b>

<b>Cash Balance Beginning of Year</b>	<b>\$ 2,404,686</b>
<b>Surplus/(Deficit)</b>	<b>\$ 1,625.00</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (104,025)</b>
<b>Ending Cash Balance</b>	<b>\$ 2,302,286</b>



**Alpine City - Sewer Impact fee funds**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Sewer Impact Fees	\$ 25,000	\$ 18,228	73%	\$ 25,000
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
<b>Total Revenues</b>	<b>\$ 25,000</b>	<b>\$ 18,228</b>	<b>73%</b>	<b>\$ 25,000</b>

Expenditures	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Sewer Impact fee projects	\$ 25,000	-	0%	\$ 25,000
To reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 25,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 18,228</b>		<b>\$ -</b>

**Fund Balance Beginning of Year**

**\$ 136,396**

**Projected Surplus/(Deficit)**

**\$ -**

**Appropriate fund balance\Reserves**

**\$ -**

**Ending Fund Balance**

**\$ 136,396**

**Alpine City - PI Fund  
FY 2021/2022 Budget**

<b>Revenues</b>	<b>Budget FY 2022</b>	<b>Actual To Date FY 2022</b>	<b>75.0% Percent Target</b>	<b>Year End Projected Amount</b>
<b>Operating Revenues</b>				
Irrigation water sales	\$ 975,000	\$ 749,220	77%	975,000
Other revenue	1,000	1,770	177%	2,000
PI connection fee	40,000	42,988	107%	50,000
Impact fee transfer	-	-		-
PI Well project reimbursement	-	-	0%	-
<b>Total Miscellaneous Revenues</b>	<b>\$ 1,016,000</b>	<b>\$ 793,978</b>	<b>78%</b>	<b>\$ 1,027,000</b>
<b>Miscellaneous</b>				
Interest earned	\$ 10,000	\$ 753	8%	\$ 10,000
Appropriated fund balance	1,087,429	-	0%	1,087,429
<b>Total Utility Revenue</b>	<b>\$ 1,097,429</b>	<b>\$ 753</b>	<b>0%</b>	<b>\$ 1,097,429</b>
<b>Total Utility Fund Revenues</b>	<b>\$ 2,113,429</b>	<b>\$ 794,731</b>	<b>38%</b>	<b>\$ 2,124,429</b>

<b>Expenses</b>	<b>Budget FY 2022</b>	<b>Actual To Date FY 2022</b>	<b>75.0% Percent Target</b>	<b>Year End Projected Amount</b>
PI operating	\$ 611,700	\$ 525,913	86%	611,700
Depreciation	223,704	-	0%	223,704
Capital outlay	433,000	6,788	2%	433,000
Capital outlay- Equipment	9,125	5,791	63%	9,125
Irrigation meter replacement	-	-	0%	-
Well addition bond	565,000	563,063	100%	565,000
Bond costs	4,500	-	0%	4,500
Debt Service	266,400	247,833	93%	359,333
<b>Total Utility Fund Expenses</b>	<b>\$ 2,113,429</b>	<b>\$ 1,349,388</b>	<b>64%</b>	<b>\$ 2,206,362</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (554,657)</b>		<b>\$ (81,933)</b>

<b>Cash Balance Beginning of Year</b>	<b>\$ 1,094,277</b>
<b>Surplus/(Deficit)</b>	<b>\$ (81,933)</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (1,087,429)</b>
<b>Ending Cash Balance</b>	<b>\$ (75,085)</b>

**Alpine City - Pressure Irrigation Impact fee funds**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
PI Impact Fees	\$ 110,000	\$ 65,034	59%	\$ 100,000
Interest earnings	1,500	-	0%	1,500
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
<b>Total Revenues</b>	<b>\$ 111,500</b>	<b>\$ 65,034</b>	<b>58%</b>	<b>\$ 101,500</b>
Expenditures	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
PI Impact fee projects	\$ 111,500	111,500	100%	\$ 111,500
To PI fund well reimbursement	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 111,500</b>	<b>\$ 111,500</b>	<b>100%</b>	<b>\$ 111,500</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (46,466)</b>		<b>\$ (10,000)</b>
<b>Fund Balance Beginning of Year</b>				<b>\$ 223,420</b>
<b>Projected Surplus/(Deficit)</b>				<b>\$ (10,000)</b>
<b>Appropriate fund balance\Reserves</b>				<b>\$ -</b>
<b>Ending Fund Balance</b>				<b>\$ 213,420</b>

**Alpine City - Storm Drain Fund**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
<b>Operating Revenues</b>				
Storm drain revenue	\$ 200,000	\$ 138,316	69%	\$ 200,000
Other revenue	1,000	-	0%	1,000
SWPP fee	14,000	12,000	86%	14,000
Storm drain impact fee	-	-	0%	-
<b>Total Miscellaneous Revenues</b>	<b>\$ 215,000</b>	<b>\$ 150,316</b>	<b>70%</b>	<b>\$ 215,000</b>
<b>Miscellaneous</b>				
Interest earned	\$ 6,000	\$ -	0%	\$ 6,000
Appropriated fund balance	76,550	-	0%	76,550
<b>Total Utility Revenue</b>	<b>\$ 82,550</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 82,550</b>
<b>Total Utility Fund Revenues</b>	<b>\$ 297,550</b>	<b>\$ 150,316</b>	<b>51%</b>	<b>\$ 297,550</b>

Expenses	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
SD operating	\$ 114,050	\$ 80,019	70%	114,050
Depreciation	83,500	-	0%	83,500
Capital outlay	100,000	18,480	18%	100,000
<b>Total Utility Fund Expenses</b>	<b>\$ 297,550</b>	<b>\$ 98,499</b>	<b>33%</b>	<b>\$ 297,550</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 51,817</b>		<b>\$ -</b>

<b>Cash Balance Beginning of Year</b>	<b>\$ 663,658</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (76,550)</b>
<b>Ending Cash Balance</b>	<b>\$ 587,108</b>

**Alpine City - Storm Drain Impact fee funds**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	Target Percent Target	Year End Projected Amount
SD Impact Fees	\$ 25,000	\$ 31,200	125%	\$ 50,000
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
<b>Total Revenues</b>	<b>\$ 25,000</b>	<b>\$ 31,200</b>	<b>125%</b>	<b>\$ 50,000</b>
Expenditures	Budget FY 2022	Actual To Date FY 2022	Target Percent Target	Year End Projected Amount
SD Impact fee projects	\$ 25,000	-	0%	\$ 25,000
To reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 25,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 31,200</b>		<b>\$ 25,000</b>
<b>Fund Balance Beginning of Year</b>				<b>\$ 147,719</b>
<b>Projected Surplus/(Deficit)</b>				<b>\$ 25,000</b>
<b>Appropriate fund balance\Reserves</b>				<b>\$ -</b>
<b>Ending Fund Balance</b>				<b>\$ 172,719</b>

**Alpine City - Trust & Agency Fund**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Interest revenue	\$ 1,000	\$ -	0%	\$ 1,000
<b>Total Revenues</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 1,000</b>

Expenditures	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Interest expense	\$ 1,000	-	0%	\$ 1,000
<b>Total Expenditures</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 1,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 596,642</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ -</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ 596,642</b>

**Alpine City - Cemetery Perpetual Fund**  
**FY 2021/2022 Budget**

Revenues	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Cemetery lot payments	\$ 20,000	\$ 18,469	92%	\$ 20,000
Upright Monument	2,500	750	30%	25,000
Fund appropriation	100,000	-	0%	100,000
Interest revenues	1,500	-	0%	1,500
<b>Total Revenues</b>	<b>\$ 124,000</b>	<b>\$ 19,219</b>	<b>15%</b>	<b>\$ 146,500</b>

Expenditures	Budget FY 2022	Actual To Date FY 2022	75.0% Percent Target	Year End Projected Amount
Cemetery expenses	\$ 124,000	19,625	16%	\$ 124,000
<b>Total Expenses</b>	<b>\$ 124,000</b>	<b>\$ 19,625</b>	<b>16%</b>	<b>\$ 124,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (406)</b>		<b>\$ 22,500</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 667,781</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ 22,500</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (100,000)</b>
<b>Ending Fund Balance</b>	<b>\$ 590,281</b>

ALPINE CITY CORPORATION  
COMBINED CASH INVESTMENT  
MARCH 31, 2022

COMBINED CASH ACCOUNTS

01-1111	CASH IN BANK, ALTA BANK	141,260.34
01-1112	XPRESS BILL PAY	261.28
01-1131	PETTY CASH	1,000.00
01-1154	SAVINGS PTIF #158	19,534,417.58
	TOTAL COMBINED CASH	19,676,939.20
01-1190	CASH - ALLOCATION TO OTHER FUN	( 19,676,939.20)
	TOTAL GENERAL FUND CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	3,795,501.28
11	ALLOCATION TO CLASS C ROADS	1,006,577.43
15	ALLOCATION TO RECREATION IMPACT FEES	807,608.41
16	ALLOCATION TO STREET IMPACT FEES	457,022.40
45	ALLOCATION TO CAPITAL IMPROVEMENTS FUND	4,403,687.93
51	ALLOCATION TO WATER FUND	2,767,165.88
52	ALLOCATION TO SEWER FUND	2,537,724.35
55	ALLOCATION TO PRESSURIZED IRRIGATION FUND	808,877.39
56	ALLOCATION TO STORM DRAIN FUND	716,313.42
70	ALLOCATION TO TRUST AND AGENCY FUND	718,815.30
71	ALLOCATION TO CEMETERY PERPETUAL CARE FUND	691,428.49
81	ALLOCATION TO WATER IMPACT FEES	455,717.81
82	ALLOCATION TO SEWER IMPACT FEES	154,625.06
85	ALLOCATION TO PI IMPACT FEES	176,954.35
86	ALLOCATION TO STORM DRAIN IMPACT FEES	178,919.70
	TOTAL ALLOCATIONS TO OTHER FUNDS	19,676,939.20
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	( 19,676,939.20)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00



## ALPINE CITY CORPORATION

## BALANCE SHEET

MARCH 31, 2022

## GENERAL FUND

ASSETS

10-1190	CASH - ALLOCATION TO OTHER FUN	3,795,501.28	
10-1309	DEFERRED PROPERTY TAXES REC	1,817,889.68	
10-1311	ACCOUNTS RECEIVABLE	64,034.43	
10-1561	PREPAID EXPENSES	4,849.18	
	TOTAL ASSETS		5,682,274.57

LIABILITIES AND EQUITYLIABILITIES

10-2124	ARPA FUNDS COLLECTED IN ADV	621,222.50	
10-2131	ACCOUNTS PAYABLE	12.28	
10-2211	WAGES PAYABLE	8,412.00	
10-2221	FICA PAYABLE	( 25.15)	
10-2223	STATE WITHHOLDING PAYABLE	( 11.44)	
10-2225	ULGT PAYABLE	( 1,219.41)	
10-2228	GARNISHMENT PAYABLE	.04	
10-2229	WORKERS COMP PAYABLE	6,496.41	
10-2400	UNEARNED REVENUE	1,817,889.00	
	TOTAL LIABILITIES		2,452,776.23

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2980	BALANCE BEGINNING OF YEAR	2,159,789.74	
	REVENUE OVER EXPENDITURES - YTD	1,069,708.60	
	BALANCE - CURRENT DATE	3,229,498.34	
	TOTAL FUND EQUITY		3,229,498.34
	TOTAL LIABILITIES AND EQUITY		5,682,274.57

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10 CURRENT YEAR GENERAL PROPERTY	35,936.69	1,847,073.20	2,200,000.00	352,926.80	84.0
10-31-20 REDEMPTION TAXES	20,281.48	186,056.22	160,000.00	( 26,056.22)	116.3
10-31-30 GENERAL SALES AND USE TAXES	145,041.58	1,142,832.71	1,675,000.00	532,167.29	68.2
10-31-31 MOTOR VEHICLE TAXES	8,742.04	80,988.16	120,000.00	39,011.84	67.5
10-31-40 FRANCHISE FEES	112,624.13	443,365.87	700,000.00	256,634.13	63.3
10-31-90 PENALTIES & INT. ON DELINQUENT	669.14	2,431.64	4,000.00	1,568.36	60.8
TOTAL TAXES	323,295.06	3,702,747.80	4,859,000.00	1,156,252.20	76.2
<u>LICENSES AND PERMITS</u>					
10-32-10 BUSINESS LICENSES AND PERMITS	2,350.00	18,900.00	25,000.00	6,100.00	75.6
10-32-20 PLAN CHECK FEES	24,197.17	184,694.83	225,000.00	40,305.17	82.1
10-32-21 BUILDING PERMITS	41,546.82	320,152.02	400,000.00	79,847.98	80.0
10-32-22 BUILDING PERMIT ASSESSMENT	419.61	5,686.40	5,000.00	( 686.40)	113.7
TOTAL LICENSES AND PERMITS	68,513.60	529,433.25	655,000.00	125,566.75	80.8
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-42 MUNICIPAL RECREATION GRANT	.00	.00	4,964.00	4,964.00	.0
10-33-50 ARPA GRANT	.00	.00	621,222.50	621,222.50	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	626,186.50	626,186.50	.0
<u>CHARGES FOR SERVICES</u>					
10-34-13 ZONING AND SUBDIVISION FEES	.00	20,307.00	30,000.00	9,693.00	67.7
10-34-14 ANNEXATIONS APPLICATIONS	.00	.00	500.00	500.00	.0
10-34-15 SALE OF MAPS AND PUBLICATIONS	.00	90.00	250.00	160.00	36.0
10-34-22 PUBLIC SAFETY DISTRICT RENTAL	.00	19,258.00	38,516.00	19,258.00	50.0
10-34-40 WASTE COLLECTION SALES	56,619.42	507,172.78	625,000.00	117,827.22	81.2
10-34-69 YOUTH COUNCIL	.00	433.00	.00	( 433.00)	.0
10-34-81 SALE OF CEMETERY LOTS	492.50	6,156.25	7,500.00	1,343.75	82.1
10-34-83 BURIAL FEES	2,000.00	34,950.00	50,000.00	15,050.00	69.9
TOTAL CHARGES FOR SERVICES	59,111.92	588,367.03	751,766.00	163,398.97	78.3
<u>FINES AND FORFEITURES</u>					
10-35-10 TRAFFIC FINES	.00	3,165.00	25,000.00	21,835.00	12.7
10-35-15 OTHER FINES	6,339.10	33,441.76	40,000.00	6,558.24	83.6
10-35-16 TRAFFIC SCHOOL	.00	1,260.00	7,500.00	6,240.00	16.8
TOTAL FINES AND FORFEITURES	6,339.10	37,866.76	72,500.00	34,633.24	52.2

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>RENTS AND OTHER REVENUE</u>					
10-36-20 RENTS AND CONCESSIONS	1,075.00	25,340.00	65,000.00	39,660.00	39.0
TOTAL RENTS AND OTHER REVENUE	1,075.00	25,340.00	65,000.00	39,660.00	39.0
<u>INTEREST AND MISC REVENUE</u>					
10-38-10 INTEREST EARNINGS	8,698.90	52,963.83	50,000.00	( 2,963.83)	105.9
10-38-17 ALPINE DAYS REVENUE	5,208.19	76,627.97	85,000.00	8,372.03	90.2
10-38-18 RODEO REVENUE	.00	15,783.00	20,000.00	4,217.00	78.9
10-38-50 BICENTENNIAL BOOKS	.00	520.00	500.00	( 20.00)	104.0
10-38-90 SUNDRY REVENUES	12,775.18	62,819.97	45,000.00	( 17,819.97)	139.6
TOTAL INTEREST AND MISC REVENUE	26,682.27	208,714.77	200,500.00	( 8,214.77)	104.1
<u>TRANSFERS AND CONTRIBUTIONS</u>					
10-39-20 CONTRIBUTION FOR PARAMEDIC	2,794.29	25,050.50	35,000.00	9,949.50	71.6
TOTAL TRANSFERS AND CONTRIBUTIONS	2,794.29	25,050.50	35,000.00	9,949.50	71.6
TOTAL FUND REVENUE	487,811.24	5,117,520.11	7,264,952.50	2,147,432.39	70.4

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-41-11 SALARIES & WAGES	15,104.61	162,569.64	220,000.00	57,430.36	73.9
10-41-13 EMPLOYEE BENEFITS	6,950.84	65,183.04	92,900.00	27,716.96	70.2
10-41-14 OVERTIME WAGES	.00	.00	1,500.00	1,500.00	.0
10-41-21 BOOKS, SUBSCRIPTIONS & MEMBERS	8.56	12,283.94	21,000.00	8,716.06	58.5
10-41-22 PUBLIC NOTICES	.00	926.31	4,500.00	3,573.69	20.6
10-41-23 TRAVEL	.00	1,818.46	2,500.00	681.54	72.7
10-41-24 OFFICE SUPPLIES & POSTAGE	378.49	9,781.82	15,000.00	5,218.18	65.2
10-41-25 EQUIPMENT - SUPPLIES & MAINTEN	.00 (	71.11)	1,500.00	1,571.11	( 4.7)
10-41-28 TELEPHONE	373.44	3,241.55	5,500.00	2,258.45	58.9
10-41-30 PROFESSIONAL SERVICES	.00	13,412.50	60,000.00	46,587.50	22.4
10-41-33 EDUCATION	435.00	3,019.09	500.00 (	2,519.09)	603.8
10-41-46 COUNCIL DISCRETIONARY FUND	578.86	9,172.87	15,000.00	5,827.13	61.2
10-41-47 MAYOR DISCRETIONARY FUND	.00	97.50	8,000.00	7,902.50	1.2
10-41-51 INSURANCE	233.22	9,878.53	10,000.00	121.47	98.8
10-41-63 OTHER SERVICES	5,998.31	5,998.31	500.00 (	5,498.31)	1199.7
10-41-64 OTHER EXPENSES	2,247.00	16,755.77	4,000.00 (	12,755.77)	418.9
10-41-73 CAPITAL OUTLAY -ARPA GRANT	.00	.00	621,222.50	621,222.50	.0
TOTAL ADMINISTRATION	32,308.33	314,068.22	1,083,622.50	769,554.28	29.0

COURT

10-42-24 OFFICE EXPENSE & POSTAGE	2,530.02	21,581.37	35,000.00	13,418.63	61.7
10-42-31 PROFESSIONAL SERVICES	2,995.76	27,114.24	40,000.00	12,885.76	67.8
10-42-40 WITNESS FEES	.00	.00	200.00	200.00	.0
10-42-46 VICTIM REPARATION ASSESSMENT	2,668.98	11,902.45	25,000.00	13,097.55	47.6
TOTAL COURT	8,194.76	60,598.06	100,200.00	39,601.94	60.5

TREASURER

10-43-11 SALARIES & WAGES	1,254.56	12,284.57	16,200.00	3,915.43	75.8
10-43-13 EMPLOYEE BENEFITS	846.15	7,566.80	9,800.00	2,233.20	77.2
10-43-14 OVERTIME WAGES	262.73	1,834.59	750.00 (	1,084.59)	244.6
10-43-21 BOOKS, SUBSCRIPTIONS & MEMBERS	158.61	1,217.47	1,200.00 (	17.47)	101.5
10-43-23 TRAVEL	.00	.00	750.00	750.00	.0
10-43-24 OFFICE SUPPLIES & POSTAGE	.00	.00	250.00	250.00	.0
10-43-25 EQUIPMENT-SUPPLIES & MAINTENAN	.00 (	21.92)	.00	21.92	.0
10-43-31 PROFESSIONAL & TECHNICAL	300.00	3,600.00	5,200.00	1,600.00	69.2
10-43-33 EDUCATION	.00	.00	500.00	500.00	.0
10-43-34 ACCOUNTING SERVICES/AUDIT	.00	10,400.00	13,000.00	2,600.00	80.0
TOTAL TREASURER	2,822.05	36,881.51	47,650.00	10,768.49	77.4

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTIONS</u>					
10-50-24 OFFICE EXPENSE, SUPPLIES & POS	.00	.00	500.00	500.00	.0
10-50-62 MISCELLANEOUS SERVICES	.00	27,584.84	31,950.00	4,365.16	86.3
TOTAL ELECTIONS	.00	27,584.84	32,450.00	4,865.16	85.0
<u>GOVERNMENT BUILDINGS</u>					
10-52-26 BUILDING SUPPLIES	631.44	5,384.33	7,000.00	1,615.67	76.9
10-52-27 UTILITIES	2,141.54	11,625.27	18,000.00	6,374.73	64.6
10-52-51 INSURANCE	80.22	8,395.78	9,000.00	604.22	93.3
10-52-63 OTHER SERVICES	601.00	8,156.48	15,000.00	6,843.52	54.4
10-52-72 CAPITAL OUTLAY BUILDINGS	5,298.50	61,500.38	550,000.00	488,499.62	11.2
TOTAL GOVERNMENT BUILDINGS	8,752.70	95,062.24	599,000.00	503,937.76	15.9
<u>EMERGENCY SERVICES</u>					
10-57-61 POLICE-PROFESSIONAL SERVICE	101,681.00	915,129.00	1,220,168.00	305,039.00	75.0
10-57-63 FIRE-PROFESSIONAL SERVICE	92,348.00	831,132.00	1,108,175.00	277,043.00	75.0
10-57-72 ADMINISTRATION	7,030.00	64,013.00	94,115.00	30,102.00	68.0
TOTAL EMERGENCY SERVICES	201,059.00	1,810,274.00	2,422,458.00	612,184.00	74.7
<u>BUILDING INSPECTION</u>					
10-58-11 SALARIES & WAGES	3,077.60	29,249.80	40,100.00	10,850.20	72.9
10-58-13 EMPLOYEE BENEFITS	1,626.19	14,655.40	20,100.00	5,444.60	72.9
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	500.00	500.00	.0
10-58-25 EQUIPMENT - SUPPLIES & MAINTEN	.00	( 19.23)	.00	19.23	.0
10-58-28 TELEPHONE	45.00	427.50	1,000.00	572.50	42.8
10-58-29 CONTRACT/BUILDING INSPECTOR	8,010.00	68,646.75	90,000.00	21,353.25	76.3
10-58-51 INSURANCE & SURETY BONDS	80.22	8,395.78	10,000.00	1,604.22	84.0
10-58-65 BUILDING PERMIT SURCHARGE	.00	2,039.09	2,500.00	460.91	81.6
TOTAL BUILDING INSPECTION	12,839.01	123,395.09	165,200.00	41,804.91	74.7

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ZONING</u>					
10-59-11 SALARIES & WAGES	7,508.77	75,374.96	118,600.00	43,225.04	63.6
10-59-13 EMPLOYEE BENEFITS	4,729.43	43,231.73	58,300.00	15,068.27	74.2
10-59-14 OVERTIME WAGES	.00	808.83	1,000.00	191.17	80.9
10-59-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	64.28	1,000.00	935.72	6.4
10-59-23 TRAVEL	433.04	592.08	1,500.00	907.92	39.5
10-59-24 OFFICE SUPPLIES & POSTAGE	7.00	120.00	1,500.00	1,380.00	8.0
10-59-30 PROFESSIONAL SERVICES	6,052.50	48,367.66	45,000.00	( 3,367.66)	107.5
10-59-31 LEGAL SERVICES FOR SUBDIVIS	.00	1,261.61	20,000.00	18,738.39	6.3
10-59-34 EDUCATION	.00	620.00	750.00	130.00	82.7
TOTAL PLANNING & ZONING	18,730.74	170,441.15	247,650.00	77,208.85	68.8
<u>STREETS</u>					
10-60-11 SALARIES & WAGES	6,635.79	68,641.47	92,900.00	24,258.53	73.9
10-60-13 EMPLOYEE BENEFITS	4,642.57	46,139.99	58,900.00	12,760.01	78.3
10-60-14 OVERTIME WAGES	270.39	7,908.68	6,300.00	( 1,608.68)	125.5
10-60-15 ON CALL WAGES	436.42	2,164.38	5,450.00	3,285.62	39.7
10-60-23 TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-60-24 OFFICE SUPPLIES & POSTAGE	.00	.00	400.00	400.00	.0
10-60-25 EQUIPMENT-SUPPLIES & MAINTENAN	6,482.36	52,976.28	42,000.00	( 10,976.28)	126.1
10-60-26 STREET SUPPLIES AND MAINTENANC	2,129.02	32,624.38	65,000.00	32,375.62	50.2
10-60-27 UTILITIES	6.03	48.01	500.00	451.99	9.6
10-60-28 TELEPHONE	186.25	1,652.16	900.00	( 752.16)	183.6
10-60-29 POWER - STREET LIGHTS	4,474.70	35,790.09	50,000.00	14,209.91	71.6
10-60-51 INSURANCE	80.22	8,395.78	10,000.00	1,604.22	84.0
10-60-63 OTHER SERVICES	.00	5,551.11	12,000.00	6,448.89	46.3
10-60-64 OTHER EXPENSES	873.83	6,695.18	3,500.00	( 3,195.18)	191.3
10-60-73 CAPITAL OUTLAY-OTHER THAN BUIL	.00	113,938.00	216,500.00	102,562.00	52.6
10-60-74 CAPITAL OUTLAY - EQUIPMENT	.00	160,649.33	172,274.00	11,624.67	93.3
TOTAL STREETS	26,217.58	543,174.84	737,624.00	194,449.16	73.6

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS &amp; RECREATION</u>					
10-70-11 SALARIES & WAGES	3,748.00	41,413.08	48,800.00	7,386.92	84.9
10-70-12 WAGES TEMPORARY EMPLOYEES	.00	19,285.28	33,400.00	14,114.72	57.7
10-70-13 EMPLOYEE BENEFITS	2,529.53	25,619.58	33,100.00	7,480.42	77.4
10-70-14 OVERTIME WAGES	.00	1,350.39	1,250.00	( 100.39)	108.0
10-70-23 TRAVEL	213.20	313.66	1,000.00	686.34	31.4
10-70-24 OFFICE SUPPLIES & POSTAGE	65.55	1,521.78	1,500.00	( 21.78)	101.5
10-70-25 EQUIPMENT-SUPPLIES & MAINTENAN	2,687.86	15,281.86	25,000.00	9,718.14	61.1
10-70-26 BUILDING AND GROUNDS SUPPLIES	900.66	21,787.21	40,000.00	18,212.79	54.5
10-70-27 UTILITIES	5,347.90	46,193.95	65,000.00	18,806.05	71.1
10-70-28 TELEPHONE	186.25	1,588.41	1,000.00	( 588.41)	158.8
10-70-51 INSURANCE & SURETY BONDS	80.22	8,395.78	10,500.00	2,104.22	80.0
10-70-60 RODEO	.00	31,274.60	30,000.00	( 1,274.60)	104.3
10-70-64 OTHER EXPENSES	220.00	21,155.18	26,500.00	5,344.82	79.8
10-70-65 ALPINE DAYS	.00	70,438.26	115,000.00	44,561.74	61.3
10-70-67 MOYLE PARK	675.41	3,625.45	9,000.00	5,374.55	40.3
10-70-68 LIBRARY	880.00	7,995.00	11,500.00	3,505.00	69.5
10-70-69 YOUTH COUNCIL	360.16	2,249.65	5,500.00	3,250.35	40.9
10-70-70 BOOK MOBILE	.00	13,596.00	13,596.00	.00	100.0
10-70-71 TRAILS	10.00	80.00	5,000.00	4,920.00	1.6
TOTAL PARKS & RECREATION	17,904.74	333,165.12	476,646.00	143,480.88	69.9

CEMETERY

10-77-11 SALARIES & WAGES	3,748.00	41,413.01	48,800.00	7,386.99	84.9
10-77-12 WAGES TEMPORARY EMPLOYEE	.00	19,285.26	33,400.00	14,114.74	57.7
10-77-13 EMPLOYEE BENEFITS	2,529.41	25,618.06	33,100.00	7,481.94	77.4
10-77-14 OVERTIME WAGES	.00	1,350.39	1,250.00	( 100.39)	108.0
10-77-23 TRAVEL	213.21	213.21	500.00	286.79	42.6
10-77-24 OFFICE SUPPLIES & POSTAGE	.00	.00	250.00	250.00	.0
10-77-25 EQUIPMENT-SUPPLIES & MAINTENAN	422.22	6,162.91	12,000.00	5,837.09	51.4
10-77-26 BUILDING AND GROUNDS	430.15	2,736.87	12,000.00	9,263.13	22.8
10-77-27 CEMETERY PAVING	446.56	4,019.04	.00	( 4,019.04)	.0
10-77-28 TELEPHONE	40.00	380.00	850.00	470.00	44.7
10-77-51 INSURANCE & SURETY BONDS	80.22	8,395.78	10,000.00	1,604.22	84.0
10-77-63 OTHER SERVICES	12.02	109.99	12,000.00	11,890.01	.9
TOTAL CEMETERY	7,921.79	109,684.52	164,150.00	54,465.48	66.8

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GARBAGE</u>					
10-82-11 SALARIES & WAGES	3,332.07	32,372.60	42,100.00	9,727.40	76.9
10-82-13 EMPLOYEE BENEFITS	2,160.64	20,502.86	25,900.00	5,397.14	79.2
10-82-14 OVERTIME WAGES	153.28	1,145.25	450.00	( 695.25)	254.5
10-82-24 OFFICE SUPPLIES & POSTAGE	405.55	3,612.09	3,600.00	( 12.09)	100.3
10-82-28 TELEPHONE	15.00	142.50	150.00	7.50	95.0
10-82-31 PROFESSIONAL & TECHNICAL	300.00	3,600.00	4,800.00	1,200.00	75.0
10-82-34 TECHNOLOGY UPDATE	379.35	4,181.11	5,000.00	818.89	83.6
10-82-61 TIPPING FEES	7,921.93	97,575.14	161,000.00	63,424.86	60.6
10-82-62 WASTE PICKUP CONTRACT	30,902.69	246,350.85	365,000.00	118,649.15	67.5
10-82-64 OTHER EXPENSES	591.21	2,250.89	2,000.00	( 250.89)	112.5
10-82-65 CITY CLEANUP PROJECTS	.00	6,085.80	.00	( 6,085.80)	.0
TOTAL GARBAGE	46,161.72	417,819.09	610,000.00	192,180.91	68.5
<u>MISCELLANEOUS</u>					
10-99-25 TECHNOLOGY UPGRADE	379.80	4,618.38	20,000.00	15,381.62	23.1
10-99-80 TRANSFER TO CAPITAL IMP FUND	.00	.00	553,302.00	553,302.00	.0
10-99-82 EMERGENCY PREP	92.48	1,044.45	5,000.00	3,955.55	20.9
TOTAL MISCELLANEOUS	472.28	5,662.83	578,302.00	572,639.17	1.0
TOTAL FUND EXPENDITURES	383,384.70	4,047,811.51	7,264,952.50	3,217,140.99	55.7
NET REVENUE OVER EXPENDITURES	104,426.54	1,069,708.60	.00	( 1,069,708.60)	.0



## ALPINE CITY CORPORATION

## BALANCE SHEET

MARCH 31, 2022

## CLASS C ROADS

ASSETS

11-1190 CASH - ALLOCATION FROM GENERAL

1,006,577.43

TOTAL ASSETS

1,006,577.43

LIABILITIES AND EQUITYFUND EQUITY

UNAPPROPRIATED FUND BALANCE:

11-2980 BALANCE BEGINNING OF YEAR

1,217,662.73

REVENUE OVER EXPENDITURES - YTD

( 211,085.30)

BALANCE - CURRENT DATE

1,006,577.43

TOTAL FUND EQUITY

1,006,577.43

TOTAL LIABILITIES AND EQUITY

1,006,577.43

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CLASS C ROADS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-33-56 B&C ROAD FUND ALLOTMENT	85,807.98	330,066.51	440,000.00	109,933.49	75.0
11-33-60 MASS TRANSIT	13,663.60	107,182.83	120,000.00	12,817.17	89.3
TOTAL SOURCE 33	99,471.58	437,249.34	560,000.00	122,750.66	78.1
<u>INTEREST AND MISC REVENUE</u>					
11-38-10 INTEREST EARNINGS	.00	.00	10,000.00	10,000.00	.0
11-38-90 MISCELLANEOUS	.00	25.00	.00	( 25.00)	.0
TOTAL INTEREST AND MISC REVENUE	.00	25.00	10,000.00	9,975.00	.3
<u>TRANSFERS AND CONTRIBUTIONS</u>					
11-39-10 FUND BALANCE APPROPRIATION	.00	.00	50,000.00	50,000.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	50,000.00	50,000.00	.0
TOTAL FUND REVENUE	99,471.58	437,274.34	620,000.00	182,725.66	70.5

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CLASS C ROADS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
11-60-70 CLASS C ROAD FUND	27,101.69	528,359.64	500,000.00	( 28,359.64)	105.7
11-60-75 MASS TRANSIT PROJECTS	.00	120,000.00	120,000.00	.00	100.0
TOTAL DEPARTMENT 60	27,101.69	648,359.64	620,000.00	( 28,359.64)	104.6
TOTAL FUND EXPENDITURES	27,101.69	648,359.64	620,000.00	( 28,359.64)	104.6
NET REVENUE OVER EXPENDITURES	72,369.89	( 211,085.30)	.00	211,085.30	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

RECREATION IMPACT FEES

ASSETS

15-1190	CASH - ALLOCATION FROM GENERAL	807,608.41	
	TOTAL ASSETS		807,608.41

LIABILITIES AND EQUITY

FUND EQUITY

15-2831	RESERVE-IMP RECREATION	571,085.62	
	UNAPPROPRIATED FUND BALANCE:		
15-2980	BALANCE BEGINNING OF YEAR	131,690.79	
	REVENUE OVER EXPENDITURES - YTD	104,832.00	
	BALANCE - CURRENT DATE	236,522.79	
	TOTAL FUND EQUITY		807,608.41
	TOTAL LIABILITIES AND EQUITY		807,608.41

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

RECREATION IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUES</u>					
15-37-31	RECREATION FACILITY FEES	2,688.00	104,832.00	100,000.00	( 4,832.00)	104.8
	TOTAL OPERATING REVENUES	2,688.00	104,832.00	100,000.00	( 4,832.00)	104.8
	<u>INTEREST AND MISC REVENUE</u>					
15-38-10	INTEREST EARNINGS	.00	.00	10,000.00	10,000.00	.0
	TOTAL INTEREST AND MISC REVENUE	.00	.00	10,000.00	10,000.00	.0
	TOTAL FUND REVENUE	2,688.00	104,832.00	110,000.00	5,168.00	95.3

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

RECREATION IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
15-40-31	PARK SYSTEM	.00	.00	110,000.00	110,000.00	.0
	TOTAL EXPENDITURES	.00	.00	110,000.00	110,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	110,000.00	110,000.00	.0
	NET REVENUE OVER EXPENDITURES	2,688.00	104,832.00	.00	( 104,832.00)	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

STREET IMPACT FEES

<u>ASSETS</u>			
16-1190	CASH - ALLOCATION FROM GENERAL	457,022.40	
	TOTAL ASSETS		457,022.40
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
16-2980	BALANCE BEGINNING OF YEAR	401,672.92	
	REVENUE OVER EXPENDITURES - YTD	55,349.48	
	BALANCE - CURRENT DATE	457,022.40	
	TOTAL FUND EQUITY		457,022.40
	TOTAL LIABILITIES AND EQUITY		457,022.40

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

STREET IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUES</u>					
16-37-21	STREETS & TRANSPORTATION FEES	1,183.32	56,249.48	40,000.00	( 16,249.48)	140.6
	TOTAL OPERATING REVENUES	1,183.32	56,249.48	40,000.00	( 16,249.48)	140.6
	TOTAL FUND REVENUE	1,183.32	56,249.48	40,000.00	( 16,249.48)	140.6



ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

STREET IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
16-40-21	STREET & TRANSPORT EXPENSES	.00	900.00	40,000.00	39,100.00	2.3
	TOTAL EXPENDITURES	.00	900.00	40,000.00	39,100.00	2.3
	TOTAL FUND EXPENDITURES	.00	900.00	40,000.00	39,100.00	2.3
	NET REVENUE OVER EXPENDITURES	1,183.32	55,349.48	.00	( 55,349.48)	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

CAPITAL IMPROVEMENTS FUND

ASSETS

45-1190	CASH - ALLOCATION TO OTHER FUN	4,403,687.93	
	TOTAL ASSETS		4,403,687.93

LIABILITIES AND EQUITY

LIABILITIES

45-2124	OTHER BONDS	244,000.00	
45-2140	INFRA PROTECTION BONDS	1,105,901.09	
45-2147	OPEN SPACE BOND	131,500.00	
45-2150	RESTRICTED FOR ROADS	137,262.50	
45-2152	MOYLE PARK DONATIONS	5,212.00	
45-2155	DONATION/LAMBERT PARK	121,014.22	
	TOTAL LIABILITIES		1,744,889.81

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
45-2960	EQUIPMENT REPLACEMENT	151,529.36	
45-2980	BALANCE BEGINNING OF YEAR	2,700,533.03	
	REVENUE OVER EXPENDITURES - YTD	( 193,264.27)	
	BALANCE - CURRENT DATE	2,658,798.12	
	TOTAL FUND EQUITY		2,658,798.12
	TOTAL LIABILITIES AND EQUITY		4,403,687.93

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CAPITAL IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INTEREST AND MISC REVENUE</u>					
45-38-10	INTEREST REVENUE	.00	.00	10,000.00	10,000.00	.0
	TOTAL INTEREST AND MISC REVENUE	.00	.00	10,000.00	10,000.00	.0
	<u>TRANSFERS AND CONTRIBUTIONS</u>					
45-39-11	CAPITOL IMPROVEMENTS FUND SURP	.00	.00	927,000.00	927,000.00	.0
	TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	927,000.00	927,000.00	.0
	TOTAL FUND REVENUE	.00	.00	937,000.00	937,000.00	.0

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CAPITAL IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
45-40-72	CAPITAL OUTLAY - OTHER	22,089.47	153,355.61	716,000.00	562,644.39	21.4
45-40-73	CAPITAL OUTLAY BUILDINGS	.00	1,850.00	185,000.00	183,150.00	1.0
45-40-74	CAPITAL OUTLAY - EQUIPMENT	4,733.48	38,058.66	36,000.00	( 2,058.66)	105.7
	TOTAL EXPENDITURES	26,822.95	193,264.27	937,000.00	743,735.73	20.6
	TOTAL FUND EXPENDITURES	26,822.95	193,264.27	937,000.00	743,735.73	20.6
	NET REVENUE OVER EXPENDITURES	( 26,822.95)	( 193,264.27)	.00	193,264.27	.0

## ALPINE CITY CORPORATION

## BALANCE SHEET

MARCH 31, 2022

## WATER FUND

ASSETS

51-1190	CASH - ALLOCATION FROM GENERAL	2,767,165.88	
51-1311	WATER ACCOUNTS RECEIVABLE	52,693.29	
51-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	90.79	
51-1598	INVESTMENT IN WATER STOCK	73,400.00	
51-1610	DEFERRED OUTFLOWS-PENSIONS	24,717.00	
51-1611	LAND	219,000.00	
51-1621	BUILDING	169,102.63	
51-1622	ALLOWANCE FOR DEPRECIATION-BUI	( 131,536.43)	
51-1631	IMPROVEMENTS OTHER THAN BUILDI	15,985,983.34	
51-1632	ALLOWANCE FOR DEPRECIATION-IMP	( 5,667,191.53)	
51-1651	MACHINERY AND EQUIPMENT	1,169,992.49	
51-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	( 479,671.21)	
TOTAL ASSETS			14,183,746.25

LIABILITIES AND EQUITYLIABILITIES

51-2151	UTILITY DEPOSIT	35,900.00	
51-2171	PROFESS & TECH SERVICES TBP	8,155.38	
51-2220	WAGES PAYABLE	1,812.00	
51-2230	ST COMPENSATED ABSENCES	2,589.32	
51-2290	NET PENSION LIABILITY	6,967.00	
51-2410	DEFERRED INFLOWS-PENSIONS	52,079.00	
51-2530	LT COMPENSATED ABSENCES	561.00	
TOTAL LIABILITIES			108,063.70

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
51-2970	CONTRA ACCOUNT 81 IMPACT FEES	157,914.95	
51-2980	BEGINNING OF YEAR	13,695,105.04	
	REVENUE OVER EXPENDITURES - YTD	222,662.56	
BALANCE - CURRENT DATE		14,075,682.55	
TOTAL FUND EQUITY			14,075,682.55
TOTAL LIABILITIES AND EQUITY			14,183,746.25

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
51-37-11 METERED WATER SALES	60,759.88	583,569.71	800,000.00	216,430.29	73.0
51-37-12 OTHER WATER REVENUE	275.00	4,249.30	20,000.00	15,750.70	21.3
51-37-16 WATER CONNECTION FEE	2,300.00	20,700.00	30,000.00	9,300.00	69.0
51-37-17 PENALTIES	727.94	6,404.87	5,700.00	( 704.87)	112.4
TOTAL OPERATING REVENUES	64,062.82	614,923.88	855,700.00	240,776.12	71.9
<u>INTEREST AND MISC REVENUE</u>					
51-38-10 INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	20,000.00	20,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
51-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	452,725.00	452,725.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	452,725.00	452,725.00	.0
TOTAL FUND REVENUE	64,062.82	614,923.88	1,328,425.00	713,501.12	46.3

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
51-80-11 SALARIES & WAGES	10,196.44	103,119.64	136,000.00	32,880.36	75.8
51-80-13 EMPLOYEE BENEFITS	6,822.60	66,862.15	84,500.00	17,637.85	79.1
51-80-14 OVERTIME WAGES	423.67	9,053.93	7,800.00	( 1,253.93)	116.1
51-80-15 ON CALL WAGES	436.42	2,164.38	6,600.00	4,435.62	32.8
51-80-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	600.00	2,500.00	1,900.00	24.0
51-80-23 TRAVEL	866.52	866.52	3,000.00	2,133.48	28.9
51-80-24 OFFICE SUPPLIES & POS	475.64	19,131.09	15,000.00	( 4,131.09)	127.5
51-80-25 EQUIPMENT-SUPPLIES & MAINTENAN	713.02	8,480.89	21,000.00	12,519.11	40.4
51-80-26 BUILDING AND GROUNDS SUPPLIES	6,575.18	40,561.61	50,000.00	9,438.39	81.1
51-80-27 UTILITIES	1,933.41	24,907.22	25,000.00	92.78	99.6
51-80-28 TELEPHONE	302.57	2,512.40	2,500.00	( 12.40)	100.5
51-80-31 PROFESSIONAL & TECHNICAL SERVI	450.00	6,670.85	25,000.00	18,329.15	26.7
51-80-33 EDUCATION	.00	395.00	1,000.00	605.00	39.5
51-80-34 TECHNOLOGY UPDATE	379.80	5,189.40	10,000.00	4,810.60	51.9
51-80-35 DEPRECIATION EXPENSE	.00	.00	255,000.00	255,000.00	.0
51-80-51 INSURANCE AND SURETY BONDS	80.22	8,395.78	10,900.00	2,504.22	77.0
51-80-62 MISCELLANEOUS SERVICES	2,788.40	22,054.78	38,000.00	15,945.22	58.0
51-80-63 OTHER EXPENSES	876.82	20,674.57	15,000.00	( 5,674.57)	137.8
51-80-72 CAPITAL OUTLAY - BUILDINGS	280.00	5,517.76	5,000.00	( 517.76)	110.4
51-80-73 CAPITOL OUTLAY - IMPROVEMENTS	7,889.00	10,103.35	580,000.00	569,896.65	1.7
51-80-74 CAPITAL OUTLAY - EQUIPMENT	.00	35,000.00	34,625.00	( 375.00)	101.1
TOTAL WATER EXPENDITURES	41,489.71	392,261.32	1,328,425.00	936,163.68	29.5
TOTAL FUND EXPENDITURES	41,489.71	392,261.32	1,328,425.00	936,163.68	29.5
NET REVENUE OVER EXPENDITURES	22,573.11	222,662.56	.00	( 222,662.56)	.0

## ALPINE CITY CORPORATION

## BALANCE SHEET

MARCH 31, 2022

## SEWER FUND

ASSETS

52-1190	CASH - ALLOCATION TO OTHER FUN	2,537,724.35	
52-1312	SEWER ACCOUNTS RECEIVABLE	91,068.92	
52-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	( 500.00)	
52-1610	DEFERRED OUTFLOWS-PENSIONS	22,809.00	
52-1611	LAND	21,072.00	
52-1621	BUILDING	45,971.00	
52-1622	ALLOWANCE FOR DEPRECIATION-BUI	( 40,985.02)	
52-1631	IMPROVEMENTS OTHER THAN BUILDI	8,222,922.07	
52-1632	ALLOWANCE FOR DEPRECIATION-IMP	( 3,102,829.97)	
52-1651	MACHINERY AND EQUIPMENT	305,906.59	
52-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	( 227,598.06)	
TOTAL ASSETS			7,875,560.88

LIABILITIES AND EQUITYLIABILITIES

52-2151	SEWER UTILITY DEPOSIT	1,400.00	
52-2220	WAGES PAYABLE	1,817.00	
52-2230	ST COMPENSATED ABSENCES	24,285.00	
52-2290	NET PENSION LIABILITY	6,429.00	
52-2300	TSSD CLEARING ACCOUNT	28,568.25	
52-2410	DEFERRED INFLOWS-PENSIONS	48,059.00	
52-2530	LT COMPENSATED ABSENCES	6,915.00	
TOTAL LIABILITIES			117,473.25

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-2980	BALANCE BEGINNING OF YEAR	7,687,020.99	
	REVENUE OVER EXPENDITURES - YTD	71,066.64	
BALANCE - CURRENT DATE		7,758,087.63	
TOTAL FUND EQUITY			7,758,087.63
TOTAL LIABILITIES AND EQUITY			7,875,560.88



ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
52-37-11 SEWER SYSTEM USAGE SALES	86,267.19	775,596.14	1,050,000.00	274,403.86	73.9
52-37-12 OTHER REVENUE	.00	.00	10,000.00	10,000.00	.0
52-37-16 SEWER CONNECTION FEE	625.00	5,750.00	5,000.00	( 750.00)	115.0
TOTAL OPERATING REVENUES	86,892.19	781,346.14	1,065,000.00	283,653.86	73.4
<u>INTEREST AND MISC REVENUE</u>					
52-38-10 INTEREST EARNINGS	.00	.00	10,000.00	10,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	10,000.00	10,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
52-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	104,025.00	104,025.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	104,025.00	104,025.00	.0
TOTAL FUND REVENUE	86,892.19	781,346.14	1,179,025.00	397,678.86	66.3

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
52-81-11 SALARIES & WAGES	10,196.44	102,599.64	136,000.00	33,400.36	75.4
52-81-13 EMPLOYEE BENEFITS	6,824.72	67,402.04	84,500.00	17,097.96	79.8
52-81-14 OVERTIME WAGES	423.67	9,053.93	7,800.00	( 1,253.93)	116.1
52-81-15 ON CALL WAGES	436.42	2,164.38	6,600.00	4,435.62	32.8
52-81-23 TRAVEL	300.00	1,591.78	2,750.00	1,158.22	57.9
52-81-24 OFFICE SUPPLIES & POSTAGE	405.54	14,362.54	12,000.00	( 2,362.54)	119.7
52-81-25 EQUIPMENT-SUPPLIES & MAINTENAN	( 4.76)	1,089.14	10,000.00	8,910.86	10.9
52-81-26 BUILDING AND GROUND SUPPLIES	717.78	5,596.39	12,000.00	6,403.61	46.6
52-81-27 UTILITIES	168.77	1,348.96	500.00	( 848.96)	269.8
52-81-28 TELEPHONE	247.31	2,222.00	3,500.00	1,278.00	63.5
52-81-31 PROFESSIONAL & TECHNICAL	300.00	3,600.00	8,000.00	4,400.00	45.0
52-81-34 TECHNOLOGY UPDATE	379.80	4,836.39	6,000.00	1,163.61	80.6
52-81-35 DEPRECIATION EXPENSE	.00	.00	130,000.00	130,000.00	.0
52-81-51 INSURANCE AND SURETY BONDS	80.22	8,395.78	.00	( 8,395.78)	.0
52-81-62 TIMPANOGOS SPECIAL SERVICE DIS	44,922.77	393,663.61	598,250.00	204,586.39	65.8
52-81-64 OTHER EXPENSES	80.88	2,427.92	12,000.00	9,572.08	20.2
52-81-73 CAPITAL OUTLAY-IMPROVEMENTS	.00	3,425.00	65,000.00	61,575.00	5.3
52-81-74 CAPITAL OUTLAY - EQUIPMENT	.00	86,500.00	84,125.00	( 2,375.00)	102.8
TOTAL SEWER EXPENDITURES	65,479.56	710,279.50	1,179,025.00	468,745.50	60.2
TOTAL FUND EXPENDITURES	65,479.56	710,279.50	1,179,025.00	468,745.50	60.2
NET REVENUE OVER EXPENDITURES	21,412.63	71,066.64	.00	( 71,066.64)	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

PRESSURIZED IRRIGATION FUND

ASSETS

55-1190	CASH - ALLOCATION TO OTHER FUN	808,877.39	
55-1282	2020 BOND FUND 0352420	19,085.51	
55-1284	CASH - 2010 BOND FUND #418	68.68	
55-1311	ACCOUNTS RECEIVABLE	91,380.41	
55-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	( 500.00)	
55-1610	DEFERRED OUTFLOWS-PENSIONS	15,724.00	
55-1631	PRESSURIZED IRRIGATION SYSTEM	14,457,135.38	
55-1632	ACCUMULATION DEPRECIATION-IMPR	( 4,130,882.31)	
55-1633	CONSTRUCTION IN PROGRESS	793,706.70	
55-1651	MACHINERY AND EQUIPMENT	366,584.13	
55-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	( 209,029.58)	
55-1910	DEFERED AMOUNT ON REFUNDING	133,109.02	
TOTAL ASSETS			12,345,259.33

LIABILITIES AND EQUITY

LIABILITIES

55-2141	ACCRUED INTEREST PAYABLE	5,333.00	
55-2220	WAGES PAYABLE	1,587.00	
55-2230	ST COMPENSATED ABSENCES	5,042.53	
55-2290	NET PENSION LIABILITY	4,433.00	
55-2410	DEFERRED INFLOWS-PENSIONS	33,130.00	
55-2511	CURRENT PORTION OF BONDS	338,000.00	
55-2532	BOND - 2020 WATER REFUNDING	2,870,000.00	
TOTAL LIABILITIES			3,257,525.53

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2970	CONTRA ACCOUNT IMPACT FEES 85	171,000.00	
55-2980	BALANCE BEGINNING OF YEAR	9,471,390.70	
	REVENUE OVER EXPENDITURES - YTD	( 554,656.90)	
BALANCE - CURRENT DATE			9,087,733.80
TOTAL FUND EQUITY			9,087,733.80
TOTAL LIABILITIES AND EQUITY			12,345,259.33

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

PRESSURIZED IRRIGATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUES</u>					
55-37-11	IRRIGATION WATER SALES	83,850.52	749,220.42	975,000.00	225,779.58	76.8
55-37-12	OTHER REVENUE	499.00	1,769.68	1,000.00	( 769.68)	177.0
55-37-16	PRESSURIZED CONNECTION FEE	4,251.16	42,988.02	40,000.00	( 2,988.02)	107.5
	TOTAL OPERATING REVENUES	88,600.68	793,978.12	1,016,000.00	222,021.88	78.2
	<u>INTEREST AND MISC REVENUE</u>					
55-38-10	INTEREST EARNINGS	.02	753.36	10,000.00	9,246.64	7.5
	TOTAL INTEREST AND MISC REVENUE	.02	753.36	10,000.00	9,246.64	7.5
	<u>TRANSFERS AND CONTRIBUTIONS</u>					
55-39-11	UNAPPROPRIATED FUND EQUITY	.00	.00	1,087,429.00	1,087,429.00	.0
	TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	1,087,429.00	1,087,429.00	.0
	TOTAL FUND REVENUE	88,600.70	794,731.48	2,113,429.00	1,318,697.52	37.6

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

PRESSURIZED IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
55-40-11 SALARIES & WAGES, ADMINISTRATI	8,616.17	87,315.19	115,500.00	28,184.81	75.6
55-40-13 EMPLOYEE BENEFITS	5,906.26	58,959.38	73,400.00	14,440.62	80.3
55-40-14 OVERTIME WAGES	423.67	9,053.93	7,800.00	( 1,253.93)	116.1
55-40-15 ON CALL WAGES	436.42	2,164.38	3,300.00	1,135.62	65.6
55-40-23 TRAVEL	.00	.00	1,200.00	1,200.00	.0
55-40-25 EQUIPMENT - SUPPLIES & MAINTEN	713.02	22,658.87	58,000.00	35,341.13	39.1
55-40-26 BUILDING & GROUNDS SUPPLIES	1,281.92	9,945.17	25,000.00	15,054.83	39.8
55-40-27 UTILITIES	983.13	169,125.64	245,000.00	75,874.36	69.0
55-40-28 TELEPHONE	216.82	1,932.75	1,500.00	( 432.75)	128.9
55-40-29 OFFICE SUPPLIES & POSTAGE	4,754.57	12,312.97	12,000.00	( 312.97)	102.6
55-40-31 PROFESSIONAL & TECHNICAL SERVI	150.00	1,800.00	5,000.00	3,200.00	36.0
55-40-32 ENGINEER SERVICES	.00	.00	10,000.00	10,000.00	.0
55-40-33 TECHNOLOGY UPDATE	379.80	4,186.40	7,500.00	3,313.60	55.8
55-40-35 DEPRECIATION EXPENSE	.00	.00	223,704.00	223,704.00	.0
55-40-51 INSURANCE & SURETY BONDS	80.22	8,395.78	12,000.00	3,604.22	70.0
55-40-62 MISCELLANEOUS SERVICES	2,325.57	18,607.13	33,000.00	14,392.87	56.4
55-40-63 OTHER EXPENSES	111.21	9,484.56	1,500.00	( 7,984.56)	632.3
55-40-71 CUP WATER	109,971.00	109,971.00	440,000.00	330,029.00	25.0
55-40-72 PI BOND PROJECTS	210.83	563,062.70	565,000.00	1,937.30	99.7
55-40-73 CAPITAL OUTLAY	.00	6,788.00	323,000.00	316,212.00	2.1
55-40-74 CAPITAL OUTLAY - EQUIPMENT	.00	5,791.33	9,125.00	3,333.67	63.5
55-40-79 AGENTS FEES	.00	.00	2,500.00	2,500.00	.0
55-40-80 TRUSTEE FEES	.00	.00	2,000.00	2,000.00	.0
55-40-86 BOND PRINCIPAL #0352418	.00	226,500.00	230,500.00	4,000.00	98.3
55-40-87 BOND INTEREST #0352418	.00	21,333.20	35,900.00	14,566.80	59.4
TOTAL EXPENDITURES	136,560.61	1,349,388.38	2,443,429.00	1,094,040.62	55.2
TOTAL FUND EXPENDITURES	136,560.61	1,349,388.38	2,443,429.00	1,094,040.62	55.2
NET REVENUE OVER EXPENDITURES	( 47,959.91)	( 554,656.90)	( 330,000.00)	224,656.90	(168.1)

## ALPINE CITY CORPORATION

## BALANCE SHEET

MARCH 31, 2022

## STORM DRAIN FUND

ASSETS

56-1190	CASH - ALLOCATION TO OTHER FUN	716,313.42	
56-1313	STORM DRAIN ACCTS RECEIVABLE	15,296.19	
56-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	( 494.59)	
56-1610	DEFERRED OUTFLOWS-PENSIONS	6,138.00	
56-1611	LAND	216,055.23	
56-1631	STORM DRAIN IMPROVEMENTS	7,047,755.36	
56-1632	ALLOWANCE FOR DEPRECIATION	( 1,592,067.66)	
	TOTAL ASSETS		6,408,995.95

LIABILITIES AND EQUITYLIABILITIES

56-2220	WAGES PAYABLE	507.00	
56-2230	ST COMPENSATED ABSENCES	8,672.00	
56-2290	NET PENSION LIABILITY	1,730.00	
56-2410	DEFERRED INFLOWS-PENSIONS	12,934.00	
56-2530	LT COMPENSATED ABSENCES	1,880.00	
	TOTAL LIABILITIES		25,723.00

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
56-2920	CONTRA IMPACT FEE	195,975.13	
56-2980	BALANCE BEGINNING OF YEAR	6,135,480.74	
	REVENUE OVER EXPENDITURES - YTD	51,817.08	
	BALANCE - CURRENT DATE	6,383,272.95	
	TOTAL FUND EQUITY		6,383,272.95
	TOTAL LIABILITIES AND EQUITY		6,408,995.95

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
56-37-11 STORM DRAIN REVENUE	15,517.80	138,316.36	200,000.00	61,683.64	69.2
56-37-12 OTHER REVENUE	.00	.00	1,000.00	1,000.00	.0
56-37-13 SWPP FEE	1,500.00	12,000.00	14,000.00	2,000.00	85.7
TOTAL OPERATING REVENUES	17,017.80	150,316.36	215,000.00	64,683.64	69.9
<u>INTEREST AND MISC REVENUE</u>					
56-38-10 INTEREST EARNINGS	.00	.00	6,000.00	6,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	6,000.00	6,000.00	.0
<u>SOURCE 39</u>					
56-39-12 UNAPPROPRIATED FUND EQUITY	.00	.00	76,550.00	76,550.00	.0
TOTAL SOURCE 39	.00	.00	76,550.00	76,550.00	.0
TOTAL FUND REVENUE	17,017.80	150,316.36	297,550.00	147,233.64	50.5

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
56-40-11 SALARIES & WAGES, ADMINISTRATI	3,661.49	35,142.99	48,000.00	12,857.01	73.2
56-40-13 EMPLOYEE BENEFITS	2,492.58	22,511.53	29,900.00	7,388.47	75.3
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	.00	2,005.00	2,000.00	( 5.00)	100.3
56-40-23 TRAVEL	.00	277.56	650.00	372.44	42.7
56-40-24 OFFICE SUPPLIES & POSTAGE	.00	.00	2,500.00	2,500.00	.0
56-40-26 BUILDING & GROUND SUPPLIES	.00	1,826.74	4,500.00	2,673.26	40.6
56-40-27 STORM DRAIN UTILITIES	45.27	407.43	.00	( 407.43)	.0
56-40-34 TECHNOLOGY UPDATE	379.80	4,186.40	5,000.00	813.60	83.7
56-40-35 DEPRECIATION EXPENSE	.00	.00	83,500.00	83,500.00	.0
56-40-51 INSURANCE	80.23	8,395.75	10,000.00	1,604.25	84.0
56-40-62 MISCELLANEOUS SERVICES	80.88	5,265.66	10,000.00	4,734.34	52.7
56-40-73 CAPITAL OUTLAY	3,231.39	18,480.22	100,000.00	81,519.78	18.5
TOTAL EXPENDITURES	9,971.64	98,499.28	297,550.00	199,050.72	33.1
TOTAL FUND EXPENDITURES	9,971.64	98,499.28	297,550.00	199,050.72	33.1
NET REVENUE OVER EXPENDITURES	7,046.16	51,817.08	.00	( 51,817.08)	.0



ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

TRUST AND AGENCY FUND

ASSETS

70-1190	CASH - ALLOCATION TO OTHER FUN	718,815.30	
	TOTAL ASSETS		718,815.30

LIABILITIES AND EQUITY

LIABILITIES

70-2300	BOND FOR BECK PINES PLAT A	4,167.30	
70-2302	BOND FOR BECK PINES PLAT C	3,715.54	
70-2305	ALPINE FITNEES BOND	13,882.00	
70-2310	BOND FOR HERITAGE HILLS	10,800.00	
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	
70-2345	ALPINE RIDGE PHASE 5 OAK VIEW	21,742.50	
70-2350	RIDGE@ALPINE PHASE 4 PARK IMP	90,000.00	
70-2373	ALPINE VIEW ESTATES	3,509.00	
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	MONTELLA SUBDIVISION	175,800.34	
70-2465	PEARCE (TERRY) PEARCE PLAT A	42,378.75	
70-2500	RIDGE AT ALPINE COVE NORTH	26,881.71	
70-2501	RIDGE AT ALPINE COVE SOUTH	42,949.91	
70-2502	THE RIDGE AT ALPINE PHASE II	3,684.00	
70-2503	THE RIDGE AT ALPINE PHASE IV	60,727.16	
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	
70-2586	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		647,804.33

FUND EQUITY

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

TRUST AND AGENCY FUND

70-2635	BROOKSIDE MEADOWS ROAD FUND		13,275.00	
	UNAPPROPRIATED FUND BALANCE:			
70-2980	BALANCE BEGINNING OF YEAR	57,735.97		
	BALANCE - CURRENT DATE		57,735.97	
	TOTAL FUND EQUITY			71,010.97
	TOTAL LIABILITIES AND EQUITY			718,815.30

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

TRUST AND AGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST AND MISC REVENUE</u>					
70-38-10 INTEREST REVENUE	.00	.00	1,000.00	1,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	1,000.00	1,000.00	.0
TOTAL FUND REVENUE	.00	.00	1,000.00	1,000.00	.0

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

TRUST AND AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
70-40-64	MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
	TOTAL EXPENDITURES	.00	.00	1,000.00	1,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	1,000.00	1,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

CEMETERY PERPETUAL CARE FUND

ASSETS

71-1190	CASH - ALLOCATION TO OTHER FUN	691,428.49	
	TOTAL ASSETS		691,428.49

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
71-2980	BALANCE BEGINNING OF YEAR	691,834.74	
	REVENUE OVER EXPENDITURES - YTD	( 406.25)	
	BALANCE - CURRENT DATE	691,428.49	
	TOTAL FUND EQUITY		691,428.49
	TOTAL LIABILITIES AND EQUITY		691,428.49

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CEMETERY PERPETUAL CARE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INTERGOVERNMENTAL REVENUE</u>					
71-33-56	CEMETERY LOT PAYMENTS	1,477.50	18,468.75	20,000.00	1,531.25	92.3
71-33-58	UPRIGHT MONUMENT	75.00	750.00	2,500.00	1,750.00	30.0
	<u>TOTAL INTERGOVERNMENTAL REVENUE</u>	<u>1,552.50</u>	<u>19,218.75</u>	<u>22,500.00</u>	<u>3,281.25</u>	<u>85.4</u>
	<u>INTEREST AND MISC REVENUE</u>					
71-38-10	INTEREST REVENUE	.00	.00	1,500.00	1,500.00	.0
	<u>TOTAL INTEREST AND MISC REVENUE</u>	<u>.00</u>	<u>.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>.0</u>
	<u>TRANSFERS AND CONTRIBUTIONS</u>					
71-39-10	FUND SURPLUS	.00	.00	100,000.00	100,000.00	.0
	<u>TOTAL TRANSFERS AND CONTRIBUTIONS</u>	<u>.00</u>	<u>.00</u>	<u>100,000.00</u>	<u>100,000.00</u>	<u>.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>1,552.50</u>	<u>19,218.75</u>	<u>124,000.00</u>	<u>104,781.25</u>	<u>15.5</u>

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CEMETERY PERPETUAL CARE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
71-40-64 OTHER EXPENSES	.00	19,625.00	124,000.00	104,375.00	15.8
TOTAL EXPENDITURES	.00	19,625.00	124,000.00	104,375.00	15.8
TOTAL FUND EXPENDITURES	.00	19,625.00	124,000.00	104,375.00	15.8
NET REVENUE OVER EXPENDITURES	1,552.50	( 406.25)	.00	406.25	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

WATER IMPACT FEES

ASSETS

81-1190	CASH - ALLOCATION FROM GENERAL	455,717.81	
	TOTAL ASSETS		455,717.81

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
81-2970	CONTRA ACCOUNT IMPACT FEES 51	( 157,914.95)	
81-2980	BALANCE BEGINNING OF YEAR	621,525.63	
	REVENUE OVER EXPENDITURES - YTD	( 7,892.87)	
	BALANCE - CURRENT DATE	455,717.81	
	TOTAL FUND EQUITY		455,717.81
	TOTAL LIABILITIES AND EQUITY		455,717.81



ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WATER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
81-37-20 WATER IMPACT FEES	22,460.00	85,348.00	135,000.00	49,652.00	63.2
TOTAL OPERATING REVENUES	22,460.00	85,348.00	135,000.00	49,652.00	63.2
TOTAL FUND REVENUE	22,460.00	85,348.00	135,000.00	49,652.00	63.2

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WATER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
81-80-70 CAPITAL OUTLAY - IMPACT FEE	63,365.10	93,240.87	135,000.00	41,759.13	69.1
TOTAL IMPACT FEE PROJECTS	63,365.10	93,240.87	135,000.00	41,759.13	69.1
TOTAL FUND EXPENDITURES	63,365.10	93,240.87	135,000.00	41,759.13	69.1
NET REVENUE OVER EXPENDITURES	( 40,905.10)	( 7,892.87)	.00	7,892.87	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

SEWER IMPACT FEES

ASSETS

82-1190	CASH - ALLOCATION FROM GENERAL	154,625.06	
	TOTAL ASSETS		154,625.06

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
82-2980	BALANCE BEGINNING OF YEAR	136,396.64	
	REVENUE OVER EXPENDITURES - YTD	18,228.42	
	BALANCE - CURRENT DATE	154,625.06	
	TOTAL FUND EQUITY		154,625.06
	TOTAL LIABILITIES AND EQUITY		154,625.06

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

SEWER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
82-37-20 SEWER IMPACT FEES	2,463.30	18,228.42	25,000.00	6,771.58	72.9
TOTAL OPERATING REVENUES	2,463.30	18,228.42	25,000.00	6,771.58	72.9
TOTAL FUND REVENUE	2,463.30	18,228.42	25,000.00	6,771.58	72.9

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

SEWER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
82-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	.00	25,000.00	25,000.00	.0
TOTAL IMPACT FEE PROJECTS	.00	.00	25,000.00	25,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	25,000.00	25,000.00	.0
NET REVENUE OVER EXPENDITURES	2,463.30	18,228.42	.00	( 18,228.42)	.0

## ALPINE CITY CORPORATION

## BALANCE SHEET

MARCH 31, 2022

## PI IMPACT FEES

ASSETS

85-1190 CASH - ALLOCATION FROM GENERAL

176,954.35

TOTAL ASSETS

176,954.35

LIABILITIES AND EQUITYFUND EQUITY

## UNAPPROPRIATED FUND BALANCE:

85-2970 CONTRA ACCOUNT IMPACT FEES 55

( 171,000.00)

85-2980 BALANCE BEGINNING OF YEAR

394,420.31

REVENUE OVER EXPENDITURES - YTD

( 46,465.96)

BALANCE - CURRENT DATE

176,954.35

TOTAL FUND EQUITY

176,954.35

TOTAL LIABILITIES AND EQUITY

176,954.35

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

PI IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUES</u>					
85-37-20	PI IMPACT FEES	6,662.49	65,034.04	110,000.00	44,965.96	59.1
	TOTAL OPERATING REVENUES	6,662.49	65,034.04	110,000.00	44,965.96	59.1
	<u>INTEREST AND MISC REVENUE</u>					
85-38-10	INTEREST EARNINGS	.00	.00	1,500.00	1,500.00	.0
	TOTAL INTEREST AND MISC REVENUE	.00	.00	1,500.00	1,500.00	.0
	TOTAL FUND REVENUE	6,662.49	65,034.04	111,500.00	46,465.96	58.3

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

PI IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
85-40-86 BOND PRINCIPAL #0352418	.00	111,500.00	111,500.00	.00	100.0
TOTAL EXPENDITURES	.00	111,500.00	111,500.00	.00	100.0
TOTAL FUND EXPENDITURES	.00	111,500.00	111,500.00	.00	100.0
NET REVENUE OVER EXPENDITURES	6,662.49	( 46,465.96)	.00	46,465.96	.0



ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

STORM DRAIN IMPACT FEES

ASSETS

86-1190	CASH - ALLOCATION FROM GENERAL	178,919.70	
	TOTAL ASSETS		178,919.70

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
86-2920	CONTRA IMPACT FEE	( 195,975.13)	
86-2980	BALANCE BEGINNING OF YEAR	343,694.83	
	REVENUE OVER EXPENDITURES - YTD	31,200.00	
	BALANCE - CURRENT DATE	178,919.70	
	TOTAL FUND EQUITY		178,919.70
	TOTAL LIABILITIES AND EQUITY		178,919.70

ALPINE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

STORM DRAIN IMPACT FEES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUES</u>					
86-37-20	STORM DRAIN IMPACT FEES	800.00	31,200.00	25,000.00	( 6,200.00)	124.8
	TOTAL OPERATING REVENUES	800.00	31,200.00	25,000.00	( 6,200.00)	124.8
	TOTAL FUND REVENUE	800.00	31,200.00	25,000.00	( 6,200.00)	124.8

ALPINE CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2022

STORM DRAIN IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
86-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	.00	25,000.00	25,000.00	.0
TOTAL IMPACT FEE PROJECTS	.00	.00	25,000.00	25,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	25,000.00	25,000.00	.0
NET REVENUE OVER EXPENDITURES	800.00	31,200.00	.00	( 31,200.00)	.0

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

FUND 91

ASSETS

91-1611	LAND	22,775,043.75	
91-1621	BUILDINGS	2,014,121.97	
91-1631	IMPROVEMENTS OTHER THAN BUILDI	40,097,252.97	
91-1651	MACHINERY AND EQUIPMENT	1,446,859.34	
91-1690	ACCUMULATED DEPRECIATION	( 24,181,166.57)	
TOTAL ASSETS			42,152,111.46

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	38,150,052.63	
91-2985	ADDITIONS - CURRENT YEAR	4,002,058.83	
BALANCE - CURRENT DATE		42,152,111.46	
TOTAL FUND EQUITY			42,152,111.46
TOTAL LIABILITIES AND EQUITY			42,152,111.46

ALPINE CITY CORPORATION  
BALANCE SHEET  
MARCH 31, 2022

GENERAL LONG-TERM DEBT

ASSETS

95-1610	DEFERRED OUTFLOW PENSION	78,530.00	
95-1611	AMOUNT TO BE PROVIDED-GEN FUND	265,034.70	
	TOTAL ASSETS		343,564.70

LIABILITIES AND EQUITY

LIABILITIES

95-2090	SWEEPER LEASE	49,635.63	
95-2290	NET PENSION LIABILITY	22,136.00	
95-2410	DEFERRED INFLOWS PENSION	165,465.00	
	TOTAL LIABILITIES		237,236.63

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
95-2940	ACC COMP ABSENCES-CURRENT	92,027.35	
95-2950	ACC COMP ABSENCES	14,300.72	
	BALANCE - CURRENT DATE	106,328.07	
	TOTAL FUND EQUITY		106,328.07
	TOTAL LIABILITIES AND EQUITY		343,564.70

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Final Plat – Olde Moyle Mound PRD Plat C**

**FOR CONSIDERATION ON: 12 April 2021**

**PETITIONER: Ed Gifford representing Lon Nield**

**ACTION REQUESTED BY PETITIONER: Approve the Final Plat.**

### **BACKGROUND INFORMATION:**

The Olde Moyle Mound PRD consists of 9 lots on 8.78 acres. The development is located partially in the CR-20,000 zone and partially in the CR 40,000 zone. Olde Moyle Mound has been approved as a Planned Residential Development (PRD). Plat C is the last phase of the Olde Moyle Mound Subdivision and consists of the remaining 2 lots on 2.37 acres.

On October 12, 2021, the City Council approved the final plat for Olde Moyle Mound Plat C (motion by Jason Thelin, seconded by Greg Gordon, and unanimously approved). However, the plat was never recorded. Now, the owner (Lon Nield) would like to make some adjustments to the plat that was approved by the City Council. Specifically, the boundary line between Lot 1 and Lot 2 would be shifted 12 feet to the east, and the boundary line between Lot 1 and the private open space would be shifted west by 17 feet. The proposed changes meet ordinance (including minimum lot size and frontages).

This item needs to be approved by the City Council since the plat has been changed or altered since it was last reviewed and approved by the City Council. In addition to the new proposed plat, a copy of the previous staff report, from October 2021, has been included in the packet for reference.

### **STAFF RECOMMENDATION:**

Approve the final plat as proposed.

### **SAMPLE MOTION TO APPROVE**

I move to approve Olde Moyle Mound PRD Plat C with the following conditions:

- Water Policy be met.

### **SAMPLE MOTION TO TABLE or DENY**

I move to table (or deny) Olde Moyle Mound PRD Plat C based on the following:

- **\*\*Insert finding\*\***



**ALPINE CITY  
STAFF REPORT**  
October 5, 2021

**To:** Alpine City Planning Commission

**From:** Staff

**Prepared By:** Austin Roy, City Planner  
Planning & Zoning Department

Jed Muhlestein, City Engineer  
Engineering & Public Works Department

**Re: Final Plat – Olde Moyle Mound PRD Plat C**

Applicant: Ed Gifford, representing Lon Nield  
Project Location: 965 East Quail Ridge  
Zoning: CR-20,000/CR-40,000 Zone  
Acreage: Approximately 2.37 Acres  
Lot Number & Size: 2 lots ranging from 0.46 acres to 1.55 acres  
Request: Approve the Final Plat

**SUMMARY**

The Olde Moyle Mound PRD consists of 9 lots on 8.78 acres. The development is located in the partially in the CR-20,000 zone and partially in the CR 40,000 zone. Olde Moyle Mound has been approved as a Planned Residential Development (PRD). Plat C is the last phase of the Olde Moyle Mound Subdivision and consists of the remaining 2 lots on 2.37 acres.

**BACKGROUND**

The Olde Moyle Mound PRD Concept and Preliminary plats were approved in 2013 with 10 lots. In 2020 the Concept and Preliminary plats were amended to reduce the overall number of lots from 10 to 9 and reduce the amount of open space to 25% of the original project area (minimum required for a PRD). Base density based on the City's slope calculations is 8.89 lots or 9 lots.

**ANALYSIS**

**Lot Width and Area**

Lot width requirements for the CR20,000/CR-40,000 zone are 110 feet for a standard lot, and 80 feet for a cul-de-sac lot located on a curve. All proposed lots meet the width requirement.

Lots area requirements for a PRD are based on Alpine City slope calculations found in the PRD Ordinance. See attached proposed summary for calculations. Calculations meet City code.

Use

The developer is proposing that the lots be used for single-unit detached dwellings, which is consistent with the permitted uses for the CR-40,000 zone.

Sensitive Lands (Wildland Urban Interface)

These items were addressed with the original plat in 2013.

Trails

There are no planned trails in the area.

General Plan

The proposed plat meets criteria of the City General Plan.

Other

None.

**REVIEWS**

**PLANNING AND ZONING DEPARTMENT REVIEW**

The analysis section in the body of this report serves as the Planning and Zoning Department review.

**LONE PEAK FIRE DEPARTMENT REVIEW**

See the attached review from the Lone Peak Fire Department.

**NOTICING**

Notice has been properly issued in the manner outlined in City and State Code

**ENGINEERING AND PUBLIC WORKS DEPARTMENT REVIEW**

All required infrastructure for the final phase of Olde Moyle Mound was installed during the construction of Olde Moyle Mound Plats A & B. Streets have been constructed with curb/gutter and sidewalk as well as the appropriate service laterals for each lot have already been installed.

The only thing that remains is the water policy for the proposed lot changes will be required prior to recordation of the plat.

No bond would be required because, as stated earlier, all infrastructure already exists.

**STAFF RECOMMENDATION**

Approve the final plat as proposed.

Findings for a Positive Motion:

- A. The plan meets PRD ordinance;



B. Plan is compatible with the existing lots;

Findings for Negative Motion:

A. None.

### **MODEL MOTIONS**

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

I move to recommend that Olde Moyle Mound PRD Plat C be approved with the following conditions:

- Water Policy be met.

#### **SAMPLE MOTION TO TABLE or DENY**

I move to table (or deny) Olde Moyle Mound PRD Plat C based on the following:

- **\*\*Insert finding\*\***

Surveyor's Certificate

I, K. Edward Gifford, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 162675 as prescribed under the laws of the State of Utah. I further certify by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into Lots, Blocks, Streets, and Easements and the same has been correctly surveyed and staked on the ground as shown on this plat and that this plat is true and correct.

Boundary Description:

Beginning at the southwest corner of Lot 2, Plat E, McNeil Subdivision (said point being located S 0°15'16" E 610.60' to the northeast corner of said Lot 2, then S 1559.806' to the North East Corner of Section 19, T4S, R2E, SLB&M); thence along the west boundary of Quail Hollow Drive as follows: along the arc of a 204.00' radius curve to the left 196.789' (chord bears S 41°54'02" W 189.247'); thence along the Open Space of Lot 101, Plat A, Old Moyle Mound PRD as follows: N 81°48'15" W 30.147', S 6°44'32" W 54.946'; South 36.581'; thence along the street boundary of Quail Ridge as follows: along the arc of a 177.00' radius curve to the left 78.133' (chord bears S 70°46'45" W 77.558'), S 58°07'25" W 57.232', along the arc of a 123.00' radius curve to the right 41.814' (chord bears S 67°51'45" W 41.613'), along the arc of a 123.00' radius curve to the right 34.137' (chord bears N 63°16'51" W 31.546'), along the arc of a 102.00' radius curve to the left 116.323' (chord bears N 65°50'03" W 110.121'); thence North 154.359'; thence along Plat B, Olde Moyle Mound PRD as follows: North 154.359', N 6°57'09" E 131.60' to the boundary of Plat A, Shadow Mountain Estates Subdivision; thence S 85°25'38" E 17.27', thence along the west and north boundary of WD Entry 163026/2021 as follows: N 18°35' W 3.40', S 85°15'29" E 172.31'; thence S 86°18' E 227.73' along the south boundary of WD Entry 17163027/2021; thence S 20°27'52" E 35.413' along Plat E, McNeil Subdivision to the point of beginning. Area = 2.3693 acres

Owner's Dedication

K. Edward Gifford Date

Know all men by these presents that we, all of the undersigned Owners of all of the property described in the Surveyor's Certificate hereon and shown on this map, have coused the same to be subdivided into Lots, Blocks, Streets and Easements and do hereby dedicate the Streets and other Public Areas as indicated hereon for the perpetual use of the Public. Pursuant to Code 10-9a-604d the owner hereby conveys the Common Area as indicated hereon to the Olde Moyle Mound LLC, 650 E Quail Ridge, Alpine, Utah 84004.

In witness hereof we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 202\_\_

Acknowledgement

State of Utah }  
County of Utah } S.S.

On this \_\_\_\_ Day of \_\_\_\_\_, A.D. 202\_\_ Personally appeared before me the signers of the foregoing dedication who duly acknowledge to me that they did execute the same.

My Commission Expires \_\_\_\_\_ A Notary Public Commissioned in Utah

Notary Address \_\_\_\_\_ Printed Full name of Notary

Acceptance by Legislative Body

The \_\_\_\_\_ of \_\_\_\_\_ County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other Parcels of Land intended for Public Purposes for the perpetual use of the Public this \_\_\_\_\_ Day \_\_\_\_\_, A.D. 202\_\_

Approved \_\_\_\_\_ Engineer \_\_\_\_\_ Attest \_\_\_\_\_  
(See Seal Below) (See Seal Below)

Planning Commission Approval

Approved this \_\_\_\_ Day of \_\_\_\_\_, A.D. 202\_\_, by the Alpine City Planning Commission  
\_\_\_\_\_  
Director—Secretary \_\_\_\_\_ Chairman, Planning Commission  
Approval as to Form  
Approved as to Form this \_\_\_\_ Day of \_\_\_\_\_, A.D. 202\_\_  
City Attorney \_\_\_\_\_

Plat "C"

Olde Moyle Mound PRD

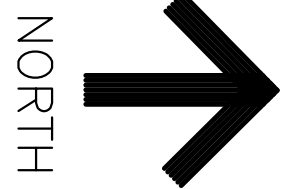
Includes vacating Lot 5, Plat A, Olde Moyle Mound Subdivision includes vacating small portions of Lots 5 & 6, Plat A, Shadow Mountain Estates and the PUE and DE easements on said Lots

SUBDIVISION

ALPINE, SCALE 1" = 50'

UTAH COUNTY, UTAH

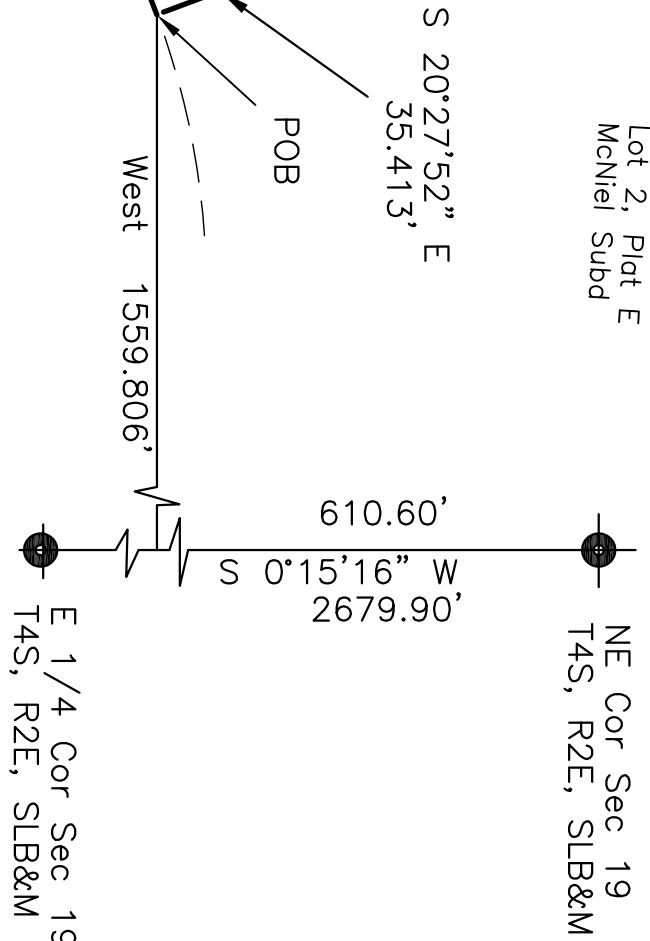
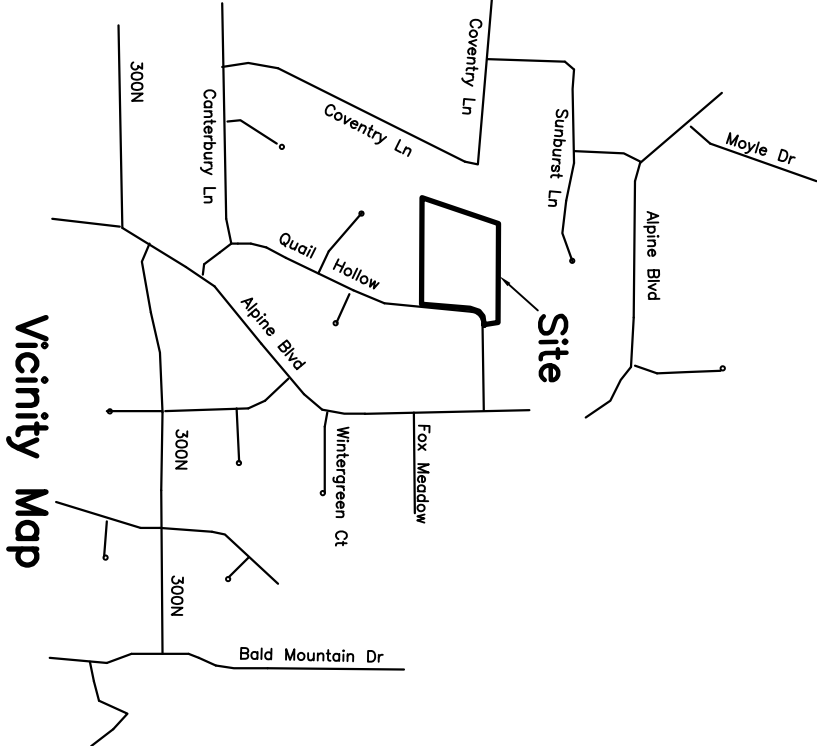
Surveyor's Seal Notary Public Seal City Engineer's Seal Clerk-Recorder Seal



T - Table		
#	Bearing	Distance
T1	South	36.581'
T2	S 64°43'2" W	34.946'
T3	N 81°48'15" W	30.147'

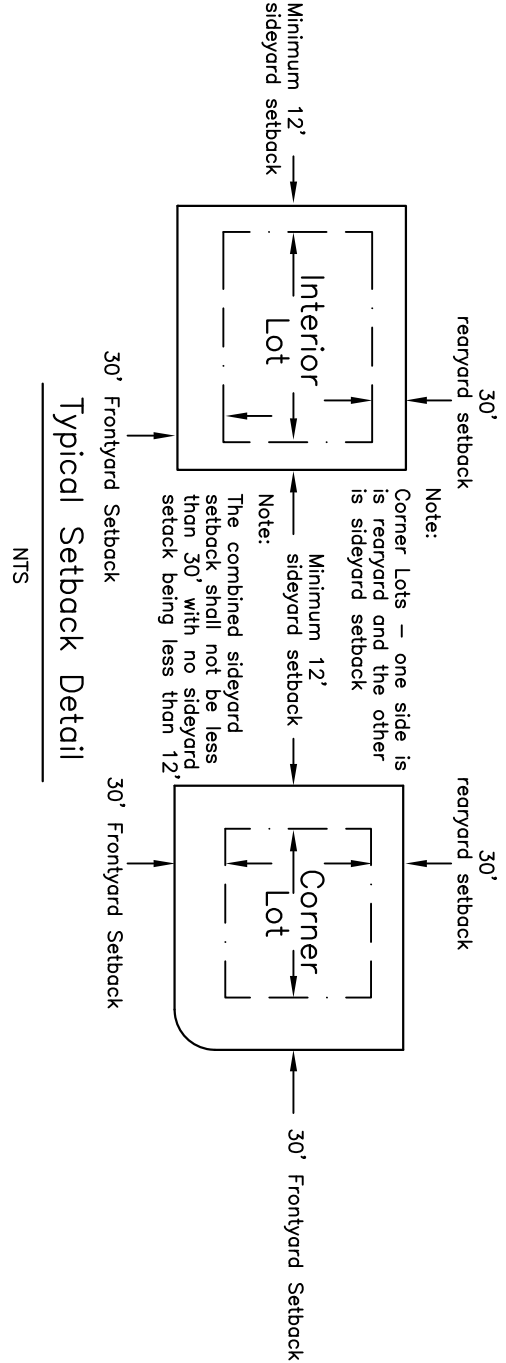
Curve Data Table

#	Arc	Chord Bears	Delta	Radius	Tan
C1	196.789'	S 41°54'02" W 189.247'	55°16'13"	204.00'	106.808'
C2	78.193'	S 70°46'45" W 77.558'	25°18'41"	177.00'	39.745'
C3	41.814'	S 67°51'45" W 41.613'	19°28'40"	123.00'	21.111'
C4	34.137'	N 63°16'51" W 31.546'	78°14'06"	25.00'	20.33'
C5	116.323'	N 65°50'03" W 110.121'	65°20'29"	102.00'	65.409'
C6	6.7793'	S 84°40'54" W 6.168'	14°09'37"	25.00'	3.105'
C7	27.958'	N 64°04'30" W 26.924'	64°04'30"	25.00'	13.645'



Notes:

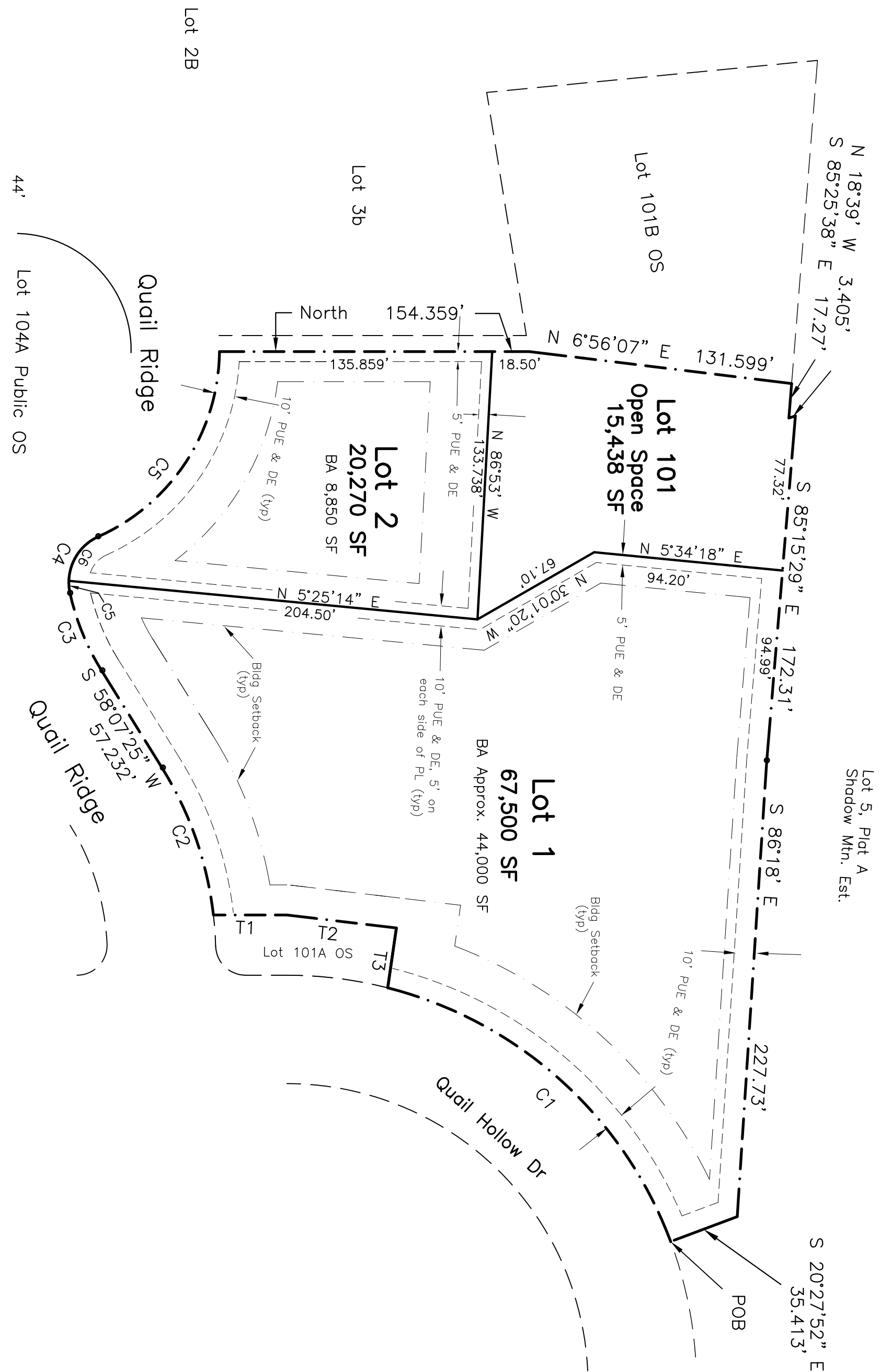
1. Lot 101 is Private Open Space (Common Area) The entire lot area of Lot 101 is subject to having a PUE and DE upon the Lot
2. BA - Buildable Area is approximate
3. PUE is Public Utility Easement
4. DE is Drainage Easement



Address Table

Lot	Address
1	965 E. Quail Ridge
2	935 E. Quail Ridge
101	927 E. Quail Ridge



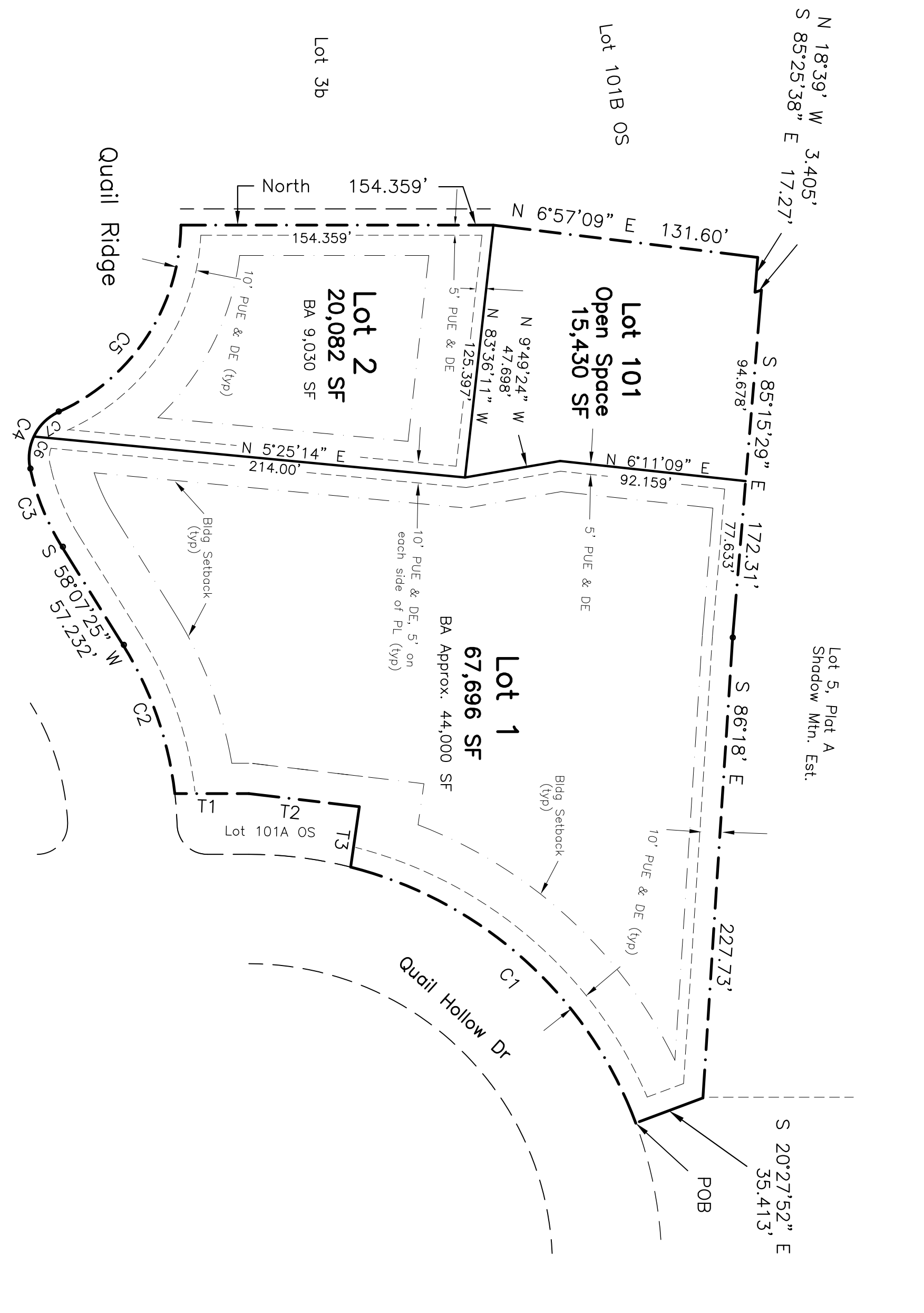


Proposed 28 March 2022 Change

Lot 6, Plat A  
Shadow Mtn. Est.

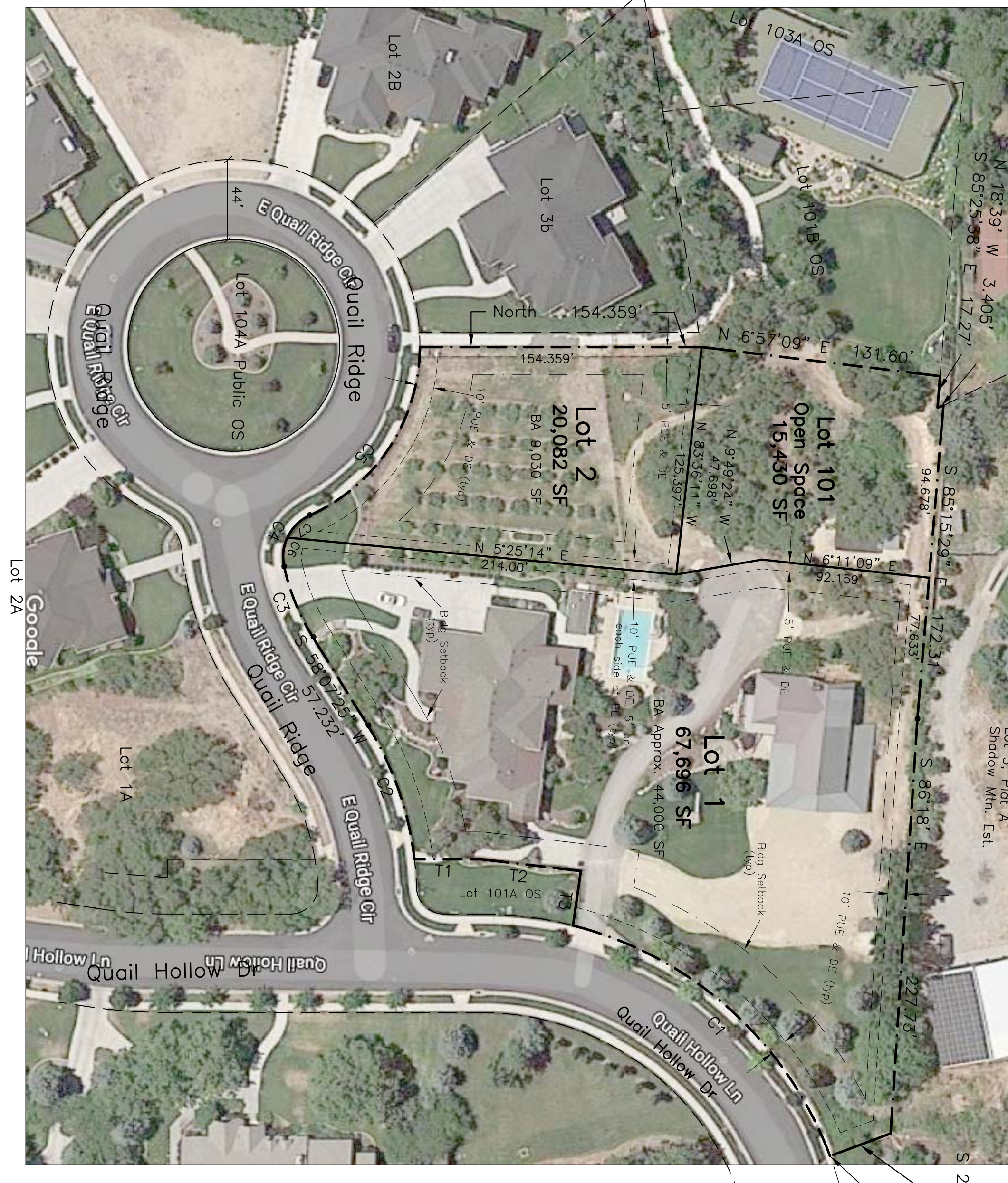


Lot 4A



Proposed Oct 2021

Lot 2, Plat E  
McNeil Subd



Lot 4A



## ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Creekside Park Proposed Conversion of One or Two Tennis Courts to Pickleball Courts

**FOR CONSIDERATION ON:** 12 April 2022

**PETITIONER:** Staff

**ACTION REQUESTED BY PETITIONER:** Approve additional pickleball courts.

### BACKGROUND INFORMATION:

In November of 2020 the City Council approved pickleball courts, a pavilion and playground at Healey Park. Since that time, the City Council has considered changing the overall plans for Healey Park and for the City's pickleball courts in general.

The Planning Commission reviewed this item on March 15, 2022. Following a public hearing and comments and feedback from the community, the Planning Commission discussed the item and recommended that pickleball courts be added to Creekside Park by converting the two most western tennis courts into eight pickleball courts. The motion was unanimously approved.

The City Council reviewed the recommendation from the Planning Commission on March 22, 2022. After some discussion the Mayor and City Council felt that additional noticing would be a good idea. The City Council decided to continue the matter to the next meeting to be able to notify residents on the street near the park and hold a public hearing at the next meeting.

**Motion:** Jessica Smuin moved to approve that the two western most tennis courts at Creekside Park be fully converted into eight pickleball courts. Greg Gordon seconded the motion. There was no vote taken.

**Substitute Motion:** Lon Lott continue this matter until the next meeting to be able to notify residents on the street near the park. Jason Thelin seconded the motion. There were 3 Ayes and 2 Nays, as recorded below. The motion passed.

Ayes

Jason Thelin  
Lon Lott  
Kelli Law

Nays

Greg Gordon  
Jessica Smuin

All improvements to public open space require a recommendation from the Planning Commission and a supermajority vote of approval from the City Council (3.16.040).

### STAFF RECOMMENDATION:

Staff recommends that the City Council designate and approve a location for additional pickleball courts.

### SAMPLE MOTION TO APPROVE:

I move to approve that the two western most tennis courts at Creekside Park be converted into eight pickleball courts.

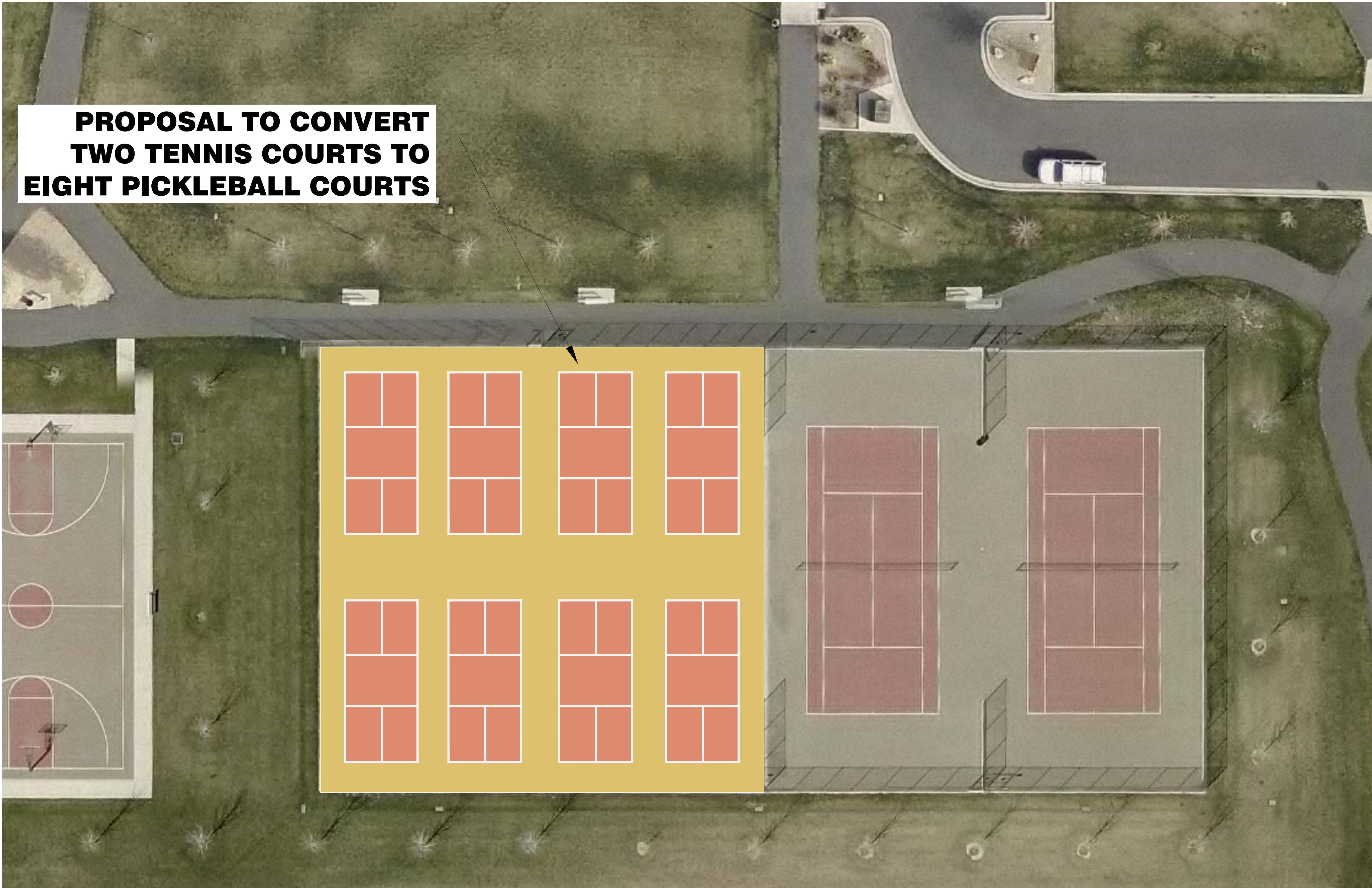
### SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the proposed pickleball considerations based on the following:

- \*\*\*Insert Finding\*\*\*



**PROPOSAL TO CONVERT  
TWO TENNIS COURTS TO  
EIGHT PICKLEBALL COURTS**



*CREEKSIDE TENNIS COURT PROPOSAL  
(not to scale)*

REMARKS

1.

PROPOSED CONVERSION OF  
TENNIS TO PICKLEBALL COURTS  
CREEKSIDE PARK - 2022

Engineering File  
Number:

—

Drawing: ##

Sheet: # of ##



### **3.16.040 Special Provisions**

1. All public parks in the City of Alpine as noted on the attached map, hereby made a portion of this Ordinance, are included in this Zone and are subject to all of the provisions of this Zone.
2. Land included in these parks shall not be materially changed, improved, altered, disposed of in any manner or used for any other purpose except after a recommendation of the Planning Commission following a public hearing and by a super majority vote of the City Council (4 positive votes out of 5 City Council members are required). A material change shall include, but is not limited to, a change to the park's present and essential defining characteristics, creation of or improvement of roadways or parking lots within the park.

(Ord. 1998-20, 11/24/98; amended Ord. 2007-12, 08/14/07; Ord. 2016-07, 07/26/16; Ord. 2016-24, 11/09/16)

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Resolution R2022-18: Approval of the Timpanogas Special Service District 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement**

**FOR CONSIDERATION ON: 12 April 2022**

**PETITIONER: City Staff**

**ACTION REQUESTED BY PETITIONER: Approve Resolution R2022-18 - TSSD amended agreement.**

### **BACKGROUND INFORMATION:**

The City has contracted with Timpanogas Special Service District (TSSD) for treatment of sewer flows from Alpine since the sewer collection system was installed in the City in 1979. The latest contract between the City and TSSD was signed in 1994, with a supplementary agreement that was signed in 1996. The term of the contract was 25 years. Since the contract has expired, TSSD has circulated this draft contract and agreement to each member city of the district. The district received several comments and refined the document based on comments received. The contract and agreement includes a provision that the district will continue to provide equipment to clean and televise sewer lines within the city. The amount of days that we will have this equipment in our city will be pro-rated based on the amount sewer that the City sends to TSSD for treatment (3-year average). The previous agreement was based on a three year average. A summary of other changes is as follows:

- The district requires a city employee to be available, in certain circumstances, when district equipment is performing maintenance in the city.
- A section was added specifying that the district is not liable for an damage caused while working in the city.
- A section was added to require the City to only provide the public information about district facilities if a valid GRAMA request is received.
- Added details of when TSSD impact are required to be passed along to the district.

### **STAFF RECOMMENDATION:**

Approve Resolution R2022-18 – Timpanogas Special Service District 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement.

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

I move to approve Resolution R2022-18 – Timpanogas Special Service District 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement.

### **SAMPLE MOTION TO APPROVE WITH CONDITIONS:**

I move to approve Resolution R2022-18 – Timpanogas Special Service District 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement with the following conditions:

- (insert finding)

### **SAMPLE MOTION TO TABLE/DENY:**

I move to table/deny Resolution R2022-18 based on the following:

- (insert finding)

**2022 AMENDED AND RESTATED SEWER TREATMENT SERVICES CONTRACT AND  
COLLECTION MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the TIMPANOGOS SPECIAL SERVICE DISTRICT, Utah County, Utah, a body politic and corporate and a quasi-municipal public corporation, distinct from each county and municipality in which it is located, of the State of Utah (the “District”), and Alpine City, Utah County, State of Utah, a municipal corporation of the State of Utah (the “City”),

**Witnesseth:**

**WHEREAS**, the City and the District previously entered into a Sewer Treatment Services Contract and/or extensions, amendments and/or Supplementary Agreements thereto as well as a Collection Systems Maintenance Agreement (the “Prior Service Contracts”) for the purpose of defining and establishing their respective rights and responsibilities with respect to sewage treatment service, the construction, operation and maintenance of sewage treatment and sludge disposal facilities by the District, and collection systems maintenance to serve the City; and

**WHEREAS**, the District and the City desire to restate, amend and modify the agreement between them originally contained in the Prior Service Contracts in order to continue their rights and responsibilities with respect to sewage treatment services, the construction, operation and maintenance of sewage treatment and sludge disposal facilities of the District and collection systems maintenance to serve the City and other municipalities;

**NOW, THEREFORE**, the District and the City hereby agree and covenant as follows:

**ARTICLE I**

**DEFINITIONS AND AUTHORITY**



**Section 101.** (a) Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Agreement, have the meanings herein specified.

“Agreement” means this 2022 Sewer Treatment Services Contract as amended and supplemented from time to time.

“City” means Alpine City, Utah County, Utah, a municipal corporation duly organized under the laws of Utah.

“City Council” means the City Council of the City or any successor governing body of the City as provided by law.

“District” means the Timpanogos Special Service District, Utah County, Utah, a special service district located in the State of Utah duly organized and existing under the provisions of the Utah Special Service District Act.

“System” means the sewage treatment facilities of the District, and all other improvements, facilities, or property used in connection with the collection, treatment and disposal of sewage, including all improvements, extensions, and additions thereto which may be made while this Agreement remains in effect, and including all property, real, personal and mixed, of every nature now or hereafter owned by the District and used or useful in the operation of its sewage treatment facilities.

“Televising Unit” means the equipment capable of televising and recording the condition of sewer lines.

“Combination Unit” means the equipment capable of cleaning sewer lines.

“Unit” refers to a Televising Unit and a Combination Unit collectively.

**Section 102.** The Agreement is adopted pursuant to the provisions of the Limited Purpose Local Government Entities Title 17D, Chapter 1, and Title 17B, Chapter 1 of the *Utah Code Annotated* (1953, as amended).

**Section 103.** This Agreement is entered into for the purpose of providing for the sale by the District and the purchase by the City of sewage treatment services provided by the System and to establish and define the rights and responsibilities of the District and the City with respect to operation, service and maintenance of the System.

**Section 104.** This Agreement replaces and supersedes in their entirety the Prior Service Contracts.

## **ARTICLE II**

### **TREATMENT SERVICES TO BE PROVIDED**

**Section 201.** From time to time the District has constructed, added to, improved or extended the System and anticipates that it will do so in the future as well as it shall continue to operate and maintain the System. The System shall at all times be operated and maintained in compliance with applicable State and Federal discharge requirements. The District shall at all times obtain and maintain all necessary licenses and permits required to operate and maintain the System and shall comply with all applicable laws and regulations.

**Section 202.** Except as provided in Section 203 below, the District shall provide sewage treatment services to the City in accordance with the terms and provisions of this Agreement. Should the capacity of the System be exceeded, the City shall continue to have access to the System on an proportional basis with other cities located within the boundaries of the District, based on a

proportion taken from a comparison of a 3-year history of the volume and character of sewage discharge by each such city.

### **ARTICLE III**

#### **COLLECTION SYSTEMS MAINTENANCE**

**Section 301.** The District shall have the following duties and obligations regarding Collection Systems Maintenance:

(a) From time-to-time the District shall televise, record and clean portions of the existing sewer system of the City (except for service lateral lines), report the results thereof to the City and, upon written request of the City, make available to the City for reviewing and copying any video tape taken of the lines.

(b) The District shall televise new interceptor lines installed from time to time in the City to check for leaks in said lines, report the results thereof to the City and, upon written request of the City, make available to the City for reviewing and copying any video tape taken of the lines.

(c) Each calendar year, the District shall, if requested by the City, televise and/or clean the sewer system of the City and new interceptor lines installed in the City as provided above, for a percentage of normal working time in each calendar year less four weeks which is at least equal to the percentage of the City's portion of the total influent to the District in the preceding calendar year of all political subdivisions within the District that utilize the Collection Maintenance Services provided herein. The District shall not be required to provide service to the City in any calendar year in excess of the above-stated percentage unless emergency conditions require additional service.

(d) The District shall provide the City with Service Schedules setting forth the respective sewer lines to be serviced, the service to be performed on the lines, and the dates such services will be performed on the lines. The District shall provide the City with the Service Schedules at least thirty (30) days prior to the time of the scheduled services. The District may deviate from the schedule in the event of emergencies which occur in other municipalities for which the District has similar obligations to provide services with the Unit. In the event of any emergency which requires the District to deviate from the Service Schedule, the District shall promptly notify the City of the need to deviate from the Service Schedule and shall within five (5) business days provide the City with a revised Service Schedule.

(e) The District shall clean the sewer lines of the City in cases of emergency (except for house service lateral lines), when so notified by the City that an emergency exists.

**Section 302.** The City shall have the following duties and obligations regarding Collection Systems Maintenance:

(a) The City shall be responsible for any necessary construction and repairs of its sewer system, including any necessary repair of defects discovered by the District while using the Unit.

(b) The City shall, as funding becomes available, maintain its manholes up to grade, at the proper elevation, and easily accessible to the District. The District will not be required to provide any service for lines where the related manholes are not up to grade, at the proper elevation and easily accessible to the District.

(c) The City shall provide one City employee to assist the District in operating and using the Unit when traffic control requires three people to operate and manage the unit and when one operator of the unit is required to enter a manhole. The City shall also provide one City employee to assist the District in operating and using the Unit when one of the two District employees trained to operate the Unit is ill, on vacation or for any other reason is unable to operate the Unit. If no City employee is available to assist when specified, the service to the City will be rescheduled as promptly as possible in relation to the District's obligation to provide services to other municipalities.

(d) In the case of emergencies related to the sewer system, the City shall send a City employee to assess the emergency situation.

**Section 303.** As to Collection Systems Maintenance, the Parties further agree as follows:

(a) The District shall have no liability for any flooding or damage resulting from the condition or proper cleaning of the sewer lines, and the City assumes all responsibility and liability for any such flooding or damage.

(b) The District shall be under no obligation under this Agreement with respect to the cleaning or other service of house service lateral lines or other privately owned lateral lines.

(c) Each party hereto shall be liable for, and shall hold the other harmless from, all costs, damages, and losses resulting from the negligence of said party or its respective agents, officers, employees or servants. Failure to discover a latent defect or problem in the structural integrity of the lines shall not be considered negligence.

(d) It is understood by the parties hereto that the cleaning function of the Unit is

accomplished by force of liquid under pressure. The parties hereto agree that the City shall be liable for any cost, damage or loss resulting from or related to the existing conditions of the line such as, but not limited to, protruding lateral lines or weak tile lines.

(e) As provided for in Article IV of this Agreement, the provisions for Collection Systems Maintenance set forth herein do not and nothing herein shall be interpreted to constitute a transfer of any interest whatsoever in and to the sewer lines within the City's sewer system and the District expressly agrees that the City shall continue to own all such sewer lines within its sewer system.

#### **ARTICLE IV**

#### **CITY RESPONSIBLE FOR OWN SYSTEM AND PRESERVATION OF DISTRICT'S SYSTEM**

**Section 401.** The City hereby acknowledges that it shall bear any and all costs of constructing, operating, maintaining, and repairing its sewage collection system, including lines necessary to extend said system to the interceptor lines constructed or owned by the District and that the District shall not bear any such costs or be responsible for constructing, operating, maintaining, adding to or improving said system of the City.

**Section 402.** Delivered herewith is a map that depicts the location of the District's interceptor lines and the City's collection system. The City shall not take any action that could interfere with the operation and maintenance of the District's interceptor lines, including, but not limited to, modifying or vacating public rights of ways or public utility easements.

**Section 403.** The location of the City's collection system and the District's system are **PROTECTED RECORDS** as the disclosure of such could jeopardize the life or safety of an individual and/or jeopardize the security of governmental property, or governmental programs from

damage or use contrary to the law or public policy. As such no such disclosure is permitted except as may be permitted by the Utah Governmental Records Access and Management Act.

## **ARTICLE V**

### **INDUSTRIAL AND OTHER SPECIAL DISCHARGES**

**Section 501.** The District has and will maintain and update a Pretreatment Program that is approved by the State of Utah and complies with Federal pretreatment standards, including those contained in 40 CFR (Code of Federal Regulations) Part 403. The Pretreatment Program is to prevent the introduction of pollutants into the System which will interfere with the operation of the System or contaminate the resulting sewage sludge; prevent the introduction of pollutants into the System which will pass through the treatment works into receiving waters or the atmosphere or otherwise be incompatible with the work; and, improve opportunities to recycle and reclaim wastewaters and the sludge resulting from wastewater treatment. The City shall adopt by ordinance, at least as stringent, the District's Pretreatment Program as may be amended from time to time.

**Section 502.** The District reserves the right to approve or disapprove the discharge of any wastes other than sewage to any sewer system which sends wastewater to the System. All industrial discharge of any wastes other than sanitary facility wastes shall require prior written approval of the District, shall comply with Federal pre-treatment standards, and shall be subject to special charges as determined by the District. Discharges of unusual wastes from other sources shall also be subject to prior written approval of the District.

**Section 503.** Special permits granted for industrial or other unusual discharges may be revoked by the District upon ninety (90) days' notice from the District to the City, if, as determined

by the District, the discharge results in excessive operational problems or constitutes an unexpectedly large threat to the integrity of the System, which cannot be recompensed by increasing the special charge. Any discharges after such ninety (90) day period shall be considered unapproved and shall be subject to the conditions above stated.

## **ARTICLE VI**

### **COST OF SERVICES AND PAYMENT**

**Section 601.** The City hereby agrees to promptly pay all charges which are assessed by the District in accordance with this Agreement.

**Section 602.** Each city and other user of the District facilities shall be billed monthly or at such greater time intervals as shall be determined by the District. In no event shall the District bill the City less frequently than annually. Such amount so billed shall be due and payable within thirty (30) days after the date of the billing.

**Section 603.** Special charges for wastes other than sewage shall include, without limitation, any costs of operation and maintenance occasioned by the character of such wastes and any damages to the System, or any fines or other penalties or costs resulting from loss of proper operation of the System due to the unapproved discharge within the City or area served by the District.

**Section 604.** The District shall provide that sufficient revenue is generated to pay all costs for the operation and maintenance of the System. The costs shall be distributed to all users of the System in proportion to each user's contribution to the total loading of the System. Factors such as strength (BOD and TSS), volume and nutrient factors shall be considered and included as the basis



for the user's contribution to ensure a proportional distribution of operation and maintenance costs to each user or user class.

**Section 605.** The District shall determine the total annual costs of operation and maintenance of the System which are necessary to maintain the capacity and performance for which such works were designed and constructed. The total annual cost of operation and maintenance shall include, but is not limited to, amounts paid by the District for improvement, repair, replacement or for the acquisition of any type of equipment related to the System, for salaries and wages, employees' health, hospitalization, pension and retirement expenses, fees for services, materials and supplies, rents, administrative and general expenses, insurance expenses, for legal, engineering, accounting and financial advisory fees and expenses and costs of other consulting and technical services, training of personnel, taxes, payments in lieu of taxes and other governmental charges imposed by any entity other than the District, fuel costs, payments for the purchase of water for use in connection with the construction and operation of the System, costs of utility services and other auxiliary services, and any other current expenses or obligations required to be paid by the District under the provisions of any bond resolution or indenture or by law, all to the extent properly allocable to the System. For purposes of this Article VI, the District shall include in its costs of operation and maintenance charged to the City and other users of the System services all costs imposed on the District by any bond resolution or indenture, including, without limitation, all costs of debt service and payments or deposits for reserve funds in connection with any bonds or other obligations of the District and all costs necessary to comply with the covenants and obligations of the District contained in such bond resolutions or indentures. To the extent that debt service of the District is actually paid from the proceeds of taxes actually levied and collected by the District on all

taxable property in the boundaries of the District, such debt service shall be excluded for purposes of determining charges to the City for System services.

**Section 606.** To determine the proportion of each user's wastewater contribution, the District has installed and maintains metering stations throughout the District. The District owns and has the sole right to maintain each metering station. The City upon reasonable notice shall have the right to test the meter applicable to the City's wastewater contribution to verify the accuracy of the meter. Delivered herewith is a map that depicts the location of the meter(s) applicable to the City's wastewater contribution. In determining the proportion of each user's wastewater contribution, the District shall measure and take into account the following:

1. Each user's monthly volume of wastewater. The amount used as the total monthly volume of wastewater shall include infiltration and inflow.
2. Each user's monthly poundage of 5-day 20 degree centigrade biochemical oxygen demand which has been discharged to the System.
3. Each user's monthly suspended solids poundage which has been discharged to the System.
4. Nutrient factors imposed by any regulatory body.

**Section 607.** If the City requests additional metering stations, all such metering station(s) must be approved by the District's staff as meeting all District standards. The District will arrange for and pay all costs for the meter(s) and the installation of the meter(s). The District will then bill the City for the reimbursement of all such meter costs. All other costs, including furnishing and installing the vault, flume, electrical pad, electrical panel, Rocky Mountain Power and services, and

associated appurtenances will be provided and paid by the City. Upon completion, inspection, and approval, the metering station(s) shall be owned by the District.

**Section 608.** The District shall review the total annual cost of operation and maintenance as well as each user's wastewater contribution on an annual basis and shall revise the service charges as necessary to assure equity of the service charges assessed to the City and other users, and to assure that sufficient funds are obtained to adequately operate and maintain the System, including payment of the debt of the District.

**Section 609.** The City and other users of the System will be charged a certain amount for each one thousand (1,000) gallons of wastewater treated; plus, a certain amount per pound of Biochemical Oxygen Demand, a certain amount per pound of Suspended Solids, and nutrient factors imposed by any regulatory body, to be determined by the District, considering the factors herein mentioned. The rates shall be re-established annually or more frequently if so determined by the District.

**Section 610.** The District shall have no power to demand that the City make payment for any charges due under this Article VI from it to the District from monies raised by the City by taxation, but such charges may be solely payable from charges the City makes to the users of its own sewage collection system. All amounts due and owing to the District from the City under this Agreement shall be treated by the city as operation and maintenance costs of the City's sewer system. Notwithstanding the foregoing sentences in this Section 6010, it is understood that the City is free to make payments due under this Agreement from any available monies it may have on hand at the time such payments are due.

**Section 611.** The City covenants and agrees to impose rates and charges on its sewer customers in amounts sufficient to make all payments called for under this Article VI and to properly operate and maintain, at its own expense, its sewer collection system.

**Section 612.** Pursuant to Utah Code Ann. § 10-8-38(2)(a)(i) and in compliance with the Utah Board of Health regulations, the City shall provide for mandatory connection where its sewer collection system is reasonably available and feasible within 300 feet of any property line with any building used for human occupancy and will make a reasonable charge for the use thereof and shall enact all ordinances and make all necessary amendments to resolutions necessary for it to do so.

**Section 613.** The City is obligated to pay only for treatment services rendered to it during the month or other longer service period for which it is to receive a bill.

## **ARTICLE VII**

### **IMPACT FEES**

**Section 701.** In order to provide and pay for expanded capacity to the System and to provide the District with increased ability to provide sewer treatment services to the City, the District has in the past and may in the future acquire additional facilities or improve or expand existing facilities to accommodate new growth within the District (“Expansion Facilities”).

**Section 702.** Pursuant to Section 11-36a-101 et seq. Utah Code Annotated (1953, as amended), the District has adopted a resolution establishing an Impact Fee to pay for the Expansion Facilities and may further amend the Impact Fee. The District hereby represents and warrants to the City that the District has complied and shall comply with the applicable statutory provisions of the Utah Code to lawfully impose the Impact Fee. The City hereby agrees to develop, maintain and update a topographical master plan for sewer service within its boundaries upon which the District

may rely in planning for future development. Any connection to the District's collection system may only be where the District approves.

**Section 703.** The District and the City agree that the Impact Fee shall be applied, to the extent received by the District, to the costs to the District of acquiring, constructing and improving the Expansion Facilities as a part of the System, and that to the extent, but only to the extent, that such Impact Fees are paid to and available to the District, the District will not include the costs of the Expansion Facilities in calculating its service charges to be apportioned among the Contracting Cities in accordance with Article VI. To the extent the Impact Fees received are inadequate or unavailable to pay the costs of providing or paying for the Expansion Facilities, then such costs in excess of the available Impact Fees shall be treated and charged as service charges in accordance with Article VI. To the extent the Impact Fees received in any year exceed the amount needed to pay the costs of providing the Expansion Facilities, then the excess shall be (a) held for payment of, or applied to the early redemption of bonds issued to finance the Expansion Facilities, (b) applied to growth-related improvements to the System, as evidenced and supported by written plans and analyses adopted by the District in the exercise of its sole business judgment, or (c) applied to any combination thereof. It is expected by the parties hereto that the costs of providing the Expansion Facilities will consist principally of the payment of debt service, including, but not limited to, principal, interest, redemption premiums, paying agent, registrar, trustee fees, engineering costs, legal fees and bond costs, on bonds of the District issued to finance the acquisition, construction and improvement of the Expansion Facilities or the direct payment of the costs of acquisition, construction and improvement of the Expansion Facilities, or both.

**Section 704.** The City agrees that the payment of the Impact Fee by applicants for a

building permit from the City shall be a condition of development and that no building permit shall be issued until the required Impact Fee is paid. The amount of the Impact Fee shall be established by resolution of the District and may change from time to time.

**Section 705.** The City shall calculate and collect the Impact Fee for and on behalf of the District and shall remit to the District all Impact Fees collected sixty (60) days following the 20<sup>th</sup> of the month in which such fees are received by the City. Any Impact Fees collected by the City that are not remitted to the District within the time specified shall accrue interest at the annual rate of three percent (3%) calculated daily, which interest the City shall pay to the District.

**Section 706.** The Impact Fee is based on information contained in duly adopted Impact Fee Facilities Plans and Analysis. Each City shall collect from each applicant for building permits the amount of the Impact Fee in accordance with the formulas provided by the District.

**Section 707.** The City shall provide to the District by the 20<sup>th</sup> of each month, a summary of all residential permits issued during the prior month and copies of all non-residential permits issued during the prior month. At no more than a quarterly basis, if requested by the District, and at reasonable times, the City shall allow the District to audit City building permit records and the Impact Fees assessed and collected to determine whether the impact fees were properly assessed and collected. If the Impact Fee was improperly assessed and/or collected, the City shall be responsible to pay to the District the difference between the amount collected and the amount that should have been charged together with interest thereon calculated at the rate of three percent (3%) per annum, calculated daily. The District shall give the City thirty days written notice of any amounts owed under this Section. Interest on the amount owed will not begin to accrue until the day after the expiration of the thirty-day notice period. The District shall have one year to review

and or audit the Impact Fees assessed and collected by the City which period shall commence the day after the City delivers to the District the summary of residential permits issued or in the case of non-residential permits the day after copies of the actual permits are delivered to the District. After the expiration of the one-year period, the District may not assess the City any amount owed by reason of a difference between the amount collected and the amount that should have been collected. Once assessed, the District shall have whatever applicable statute of limitations applies to collect the amount assessed as provided in this Section 707 and interest thereon.

## **ARTICLE VIII**

### **REPRESENTATIONS OF THE CITY**

**Section 801.** The City hereby warrants and represents that (a) its existing indebtedness for all purposes does not exceed the limit provided in Article XIV, Section 4, of the Constitution of the State of Utah, (b) it has the power to enter into this Agreement and all necessary action has been taken by its City Council to authorize the execution and delivery of this Agreement, and (c) this Agreement does not conflict with, and the execution and performance by the City hereof will not constitute a breach of or a default under any contract, lease, court order, administrative rule, regulation or law to which the City or its properties or either of them are subject or by which it is bound.

## **ARTICLE IX**

### **INSPECTION OF RECORDS**

**Section 901.** At no more than a quarterly basis, if requested by the City, and at reasonable times, the District shall, upon request of the City, make available its books and records for inspection by the duly authorized agents of the City.

## **ARTICLE X**

### **FORCE MAJEURE**

**Section 1001.** If, by reason of *Force Majeure*, either party shall be unable in whole or in part to perform its obligations hereunder, said party shall not be deemed in default during the continuance of such inability and shall not incur any liability for its failure to perform its obligations hereunder. Each party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from performing such obligations; provided, however, the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the affected party, and it shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in its judgment unfavorable to it. “*Force Majeure*” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; pandemics, floods; explosions; breakage or accidents to machinery, transmission pipes or canals from a cause not reasonably within the control of a party; or any other cause or event not reasonably within the control of that party.

## **ARTICLE XI**

### **THIRD PARTY CLAIMS**

**Section 1101.** This Agreement is not intended to be a third-party beneficiary contract for the benefit of the retail sewer customers of the City and no such third party shall have any cause of action against the District for any failure by the District to take and receive sewage as provided for



herein or for any breach or default by the District hereunder. In addition, no such third party shall have any rights hereunder which would in any way restrict the rights of the District and the City to modify or terminate this Agreement at any time or in any manner. To the extent that the City has any legal duty and authority to defend or indemnify the District against any claims of the City's customers, retail or residential, it shall do so. It is expressly understood and agreed that such duty does not extend to any activities of the District not directly related to the treatment of wastewater and sewage, *e.g.*, claims resulting from automobile accidents involving District equipment, etc.

## **ARTICLE XII**

### **MAINTENANCE OF DISTRICT REVENUES**

**Section 1201.** Except as provided in Section 1202 below, the City, so far as it legally may, covenants and agrees that, during the term of this Agreement (a) it will not grant a franchise for the operation of any competing sewer system within its boundaries located within Utah County until termination of this Agreement in accordance with Article XIII hereof, (b) it will not itself treat sewage, and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

**Section 1202.** If as of the date of this Agreement the City is treating any portion of its waste water by a facility other than the District's System, the City, so far as it legally may covenants and agrees that (a) it will not grant a franchise for the operation of any competing sewer system to treat sewage originating from within the boundaries of the District's service area located within Utah County until termination of this Agreement in accordance with Article XIV hereof, (b) it will not itself treat sewage originating from within the boundaries of the District's service area located

within Utah County , and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

### **ARTICLE XIII**

#### **DEFAULT**

**Section 1301.** In the event the CITY defaults in the payment of any charges or fees arising hereunder and such default remains uncured for thirty (30) days after the City's receipt of written notice of such default, the District, in its sole discretion, may withhold the delivery of treatment services hereunder until all such delinquencies have been cured.

**Section 1302.** In the event of any default in the performance of any obligation hereunder or any breach of any term hereunder by a party, the other party shall be entitled, in addition to any other remedy which may be available hereunder or under applicable law, to recover from the defaulting party its costs incurred in enforcing its rights hereunder or seeking damages for any breach hereof, including reasonable attorneys' fees, whether such costs are incurred through litigation or otherwise.

**Section 1303.** The remedies available in this Article shall be cumulative and in addition to any other remedies which may be available hereunder or under applicable law, and no election by either party to exercise, modify or waive any remedy on any occasion shall be deemed to be an election to exercise, modify or waive the same or any other remedy on any other occasion.

### **ARTICLE XIV**

#### **TERMINATION**

**Section 1401.** Unless hereafter modified in a writing signed by all parties hereto, this Agreement shall have and be for a term of twenty-five (25) years from the date of its execution by the parties hereto.

#### **ARTICLE XV**

#### **ASSIGNMENT**

**Section 1501.** Neither the District nor the City shall transfer or assign any of the rights or delegate any of the duties of this Agreement without the prior written consent of the other.

#### **ARTICLE XVI**

#### **COMPLETE AGREEMENT; MODIFICATION**

**Section 1601.** This Agreement constitutes the full and complete agreement by and between the parties as to the matters covered hereby, and supersedes all prior oral or written agreements, representations, conversations or understandings of the parties.

**Section 1602.** The terms of this Agreement shall not be altered, amended or modified, except by written agreement of the parties hereto. Such modification or amendment shall be duly filed with the secretary of the District and with the city recorder of the City.

#### **ARTICLE XVII**

#### **SEVERABILITY**

**Section 1701.** It is hereby declared that all parts of this Agreement are severable, and if any section, paragraph, clause or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Agreement.

**ARTICLE XVIII**

**BINDING EFFECT**

**Section 1801.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective officers, employees, agents, representatives, successors and assigns (in the event assignment is approved as provided in Article XV hereof).

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective duly authorized representatives as of the day and year first above written and shall be effective as of that date.

**“DISTRICT”**

**TIMPANOGOS SPECIAL SERVICE DISTRICT**

By \_\_\_\_\_  
Chairperson, Advisory Board

ATTEST:

\_\_\_\_\_  
Secretary of District  
[SEAL]

**“CITY”**  
**[CITY NAME]**

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

ATTEST:

\_\_\_\_\_  
City Recorder  
[SEAL]  
1571818.3

**DISTRICT ATTORNEY REVIEW AND APPROVAL**

Martha Wingate of the law firm of Ray Quinney & Nebeker P.C., duly licensed to practice law in the State of Utah, as the attorney authorized to represent the District for review of this Agreement as to proper form and compliance with applicable law pursuant to Utah Code Ann. § 11-13-202.5(3), do hereby opine that the Agreement is in proper form and compliance with applicable law.

DATED: \_\_\_\_\_ RAY QUINNEY & NEBEKER P.C.

By \_\_\_\_\_  
Martha Wingate  
Attorney for Timpanogos Special Service  
District

**CITY ATTORNEY REVIEW AND APPROVAL**

\_\_\_\_\_ of the law firm of \_\_\_\_\_, duly licensed to practice law in the State of Utah, as the attorney authorized to represent the City for review of this Agreement as to proper form and compliance with applicable law pursuant to Utah Code Ann. § 11-13-202.5(3), do hereby opine that the Agreement is in proper form and compliance with applicable law.

DATED: \_\_\_\_\_

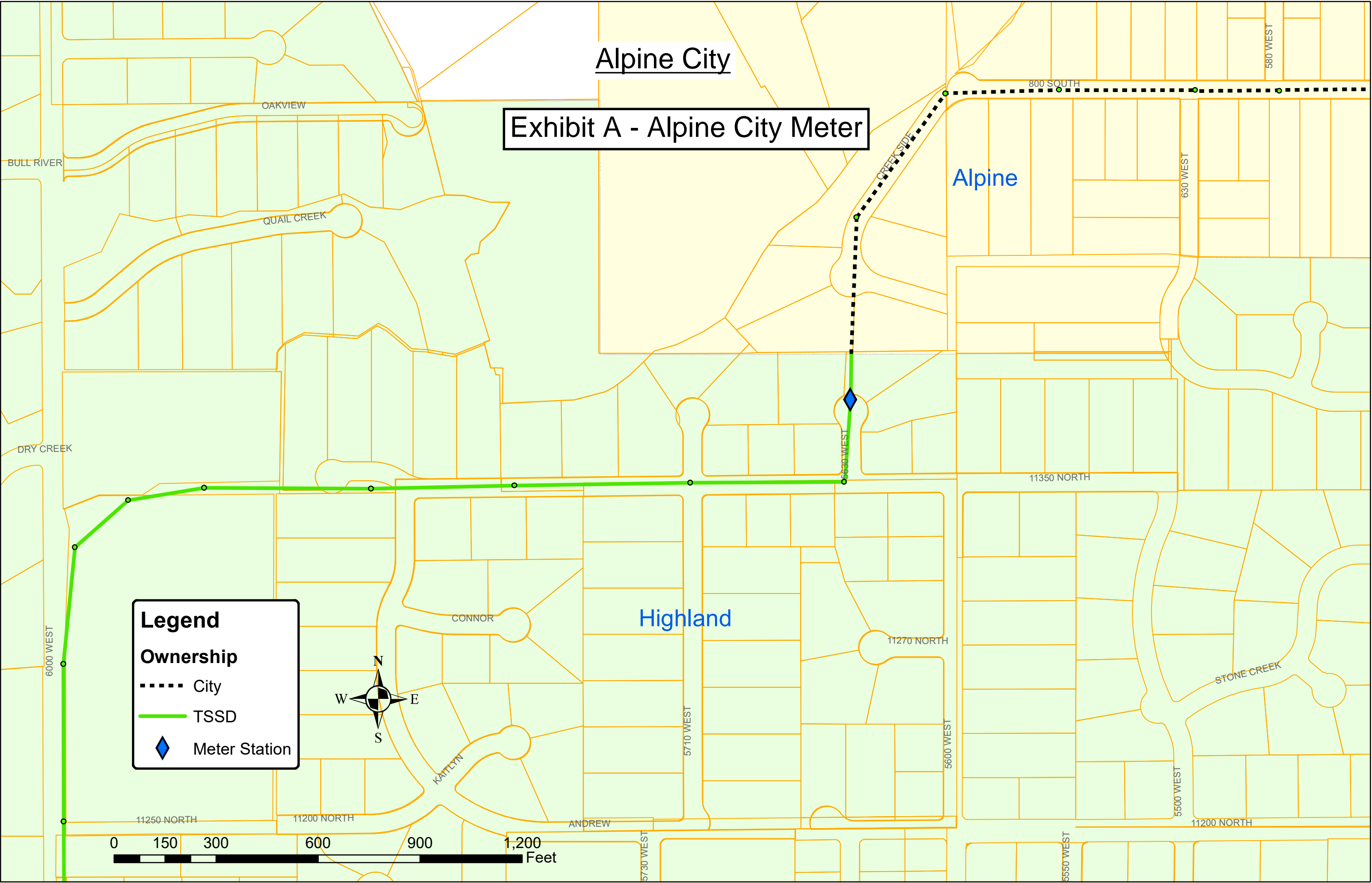
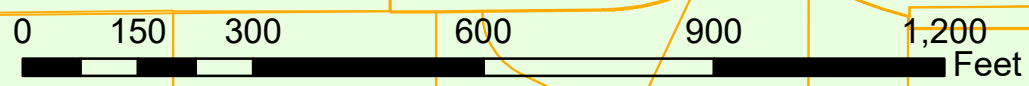
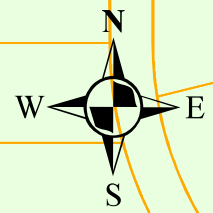
By \_\_\_\_\_  
\_\_\_\_\_  
Attorney for \_\_\_\_\_ City

Exhibit A - Alpine City Meter

**Legend**

**Ownership**

- City
- TSSD
- Meter Station



**ALPINE CITY**

**RESOLUTION No. R2022-18**

**A RESOLUTION APPROVING THE TIMPANOGAS SPECIAL SERVICE  
DISTRICT 2022 AMENDED AND RESTATED SEWER TREATMENT  
SERVICES CONTRACT AND COLLECTION MAINTENANCE  
AGREEMENT**

**WHEREAS**, Timpanogas Special Service District (TSSD) provides treatment for sewer flows from Alpine City; and

**WHEREAS**, the City entered into a *Sewer Treatment Services Contract* with TSSD dated July 11, 1994, and a subsequent *Supplementary Agreement to Sewer Treatment Services Contract* dated February 21, 1996; and

**WHEREAS**, the most recently adopted contracts had 25 year terms and need to be renewed; and

**WHEREAS**, TSSD has assisted the City with collections system maintenance by televising and cleaning lines within the City's system, with the City receiving the pro-rata share of the equipment time; and

**WHEREAS**, the City desires to continue the relationship with TSSD for sewer treatment services and to continue to receive assistance with collection system maintenance; and

**WHEREAS**, the City Council finds it is in the best interest of the municipality and the general health, safety and welfare of the public that this Resolution should be passed.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF ALPINE CITY AS FOLLOWS:**

The City Council approves the Timpanogas Special Service District Agreement 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement as written.

**PASSED AND APPROVED** this \_\_\_\_ day of April 2022.

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

[SEAL]

**VOTING:**

Jessica Smuin	Yea ____Nay ____
Lon Lott	Yea ____Nay ____
Jason Thelin	Yea ____Nay ____
Kelli Law	Yea ____Nay ____
Greg Gordon	Yea ____Nay ____

**ATTEST:**

---

Bonnie Cooper  
City Recorder

**DEPOSITED** in the office of the City Recorder this \_\_\_\_ day of April, 2022.

**RECORDED** this \_\_\_\_ day of April, 2022.



# ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Bridle Up Hope Trail Easement

**FOR CONSIDERATION ON:** 12 April 2022

**PETITIONER:** Bridle Up Hope

**ACTION REQUESTED BY PETITIONER:** Accept a trail easement from Bridle Up Hope.

## BACKGROUND INFORMATION:

Bridle Up Hope has approached Utah County about accessing Tourism, Recreation, Cultural, Convention and Airport Facilities Tax Act Funds (TRCC Funds) to construct a trail on property they own that is located east of the horse barn and goes up the mountain. We understand that the trail will be a hiking and equestrian trail. As they have worked through the process with Utah County, an issue has come up that the project must meet the definition of “recreation facility” in Article 59-12-602(9) defined as “any publicly owned or operated park, campground, marina, dock, golf course, water park, historic park, monument, planetarium, zoo, bicycle trails and other recreation or tourism.” It is our understanding that Bridle Up Hope is requesting that the City accept an easement for the proposed trail and be the operator of the trail. If the City is willing to do this, we recommend that a blanket temporary construction easement be granted to the City to allow the trail to be constructed. Once the trail is complete, the alignment of the as-built trail could be surveyed and a legal description be written for a permanent easement. The temporary construction easement would go away once the permanent easement is recorded.

### STAFF RECOMMENDATION:

Consider accepting a temporary construction and eventually a permanent easement for the Bridle Up Hope trail that would allow them to obtain TRCC Funds from Utah County for construction of the trail.

### SAMPLE MOTION TO APPROVE:

I move to accept a temporary construction and eventually a permanent easement for the Bridle Up Hope trail that would allow them to obtain TRCC Funds from Utah County for construction of the trail, and instruct staff and the city attorney to work out the details.

### SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to accept a temporary construction and eventually a permanent easement for the Bridle Up Hope trail that would allow them to obtain TRCC Funds from Utah County for construction of the trail, and instruct staff and the city attorney to work out the details with the following conditions:

- (insert finding)

### SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the acceptance of a trail easement from Bridle Up Hope:

- (insert finding)

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (this “**Agreement**”), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”), is entered into between the Alpine City, a Utah municipal corporation (hereinafter, the “**Grantor**”), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter, the “**Grantee**”).

### WITNESSETH:

**WHEREAS**, Grantor is the fee owner of certain land located in the City of Alpine, Utah County, State of Utah, as more particularly described by on Exhibit A attached hereto and made a part hereof (“**City Property**”);

**WHEREAS**, Grantee has a grant to construct a bridle trail for horses and individuals, which construction shall take place on the portion of the City Property depicted on Exhibit B attached hereto and made a part hereof (the “**Easement Area**”); and

**WHEREAS**, Grantor is willing to grant to Grantee a temporary construction easement over the Easement Area for the limited purpose of constructing a bridle trail for horses and individuals access to existing and/or to be constructed facilities (the “**Bridle Trail**”).

**NOW, THEREFORE**, for good and valuable consideration and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor, as owner of the City Property, hereby grants and conveys to Grantee a temporary construction easement (the “**Easement**”) in, under, upon, about, over, and through the Easement Area, for the benefit of Grantee, for the purposes of constructing the Bridle Trail. All construction activities, and all maintenance, repair and replacement activities of the Easement Area as described herein, including all costs thereof, shall be borne solely by Grantee.

2. Limitation of Vehicles and Equipment Used on the Easement. Only the following vehicles or equipment may be used on the Easement Area: (a) pick-up trucks and similarly sized passenger vehicles, (b) crawling dozers, (c) and small excavation equipment, including crawling skid steers and mini excavators. Grantee and its agents, affiliates, and employees shall not drive or operate any other vehicle, machinery, or equipment on the Easement Area, including any concrete trucks, dump trucks, backhoes, or loaders without the express written consent of Grantor.

3. Access. Grantee may only access the Easement Area between the hours of 7:30 a.m. MDT and 7:30 p.m. MDT, unless in the case of an emergency or otherwise consented to in writing by Grantor. In the event of emergency, Grantee shall provide verbal notice to Grantor prior to entering onto Easement Area.

4. Plans. Upon Grantor request, Grantee shall provide Grantor with drawings and a survey showing the location for proposed use in the Easement Area to construct the Bridle Trail.

5. Lien-Free Construction and Use. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the City Property and all costs and

expenses incurred by Grantee in connection with the construction activities performed by or at the direction of Grantee as described herein. Grantee hereby acknowledges and agrees that if any lien is filed against the City Property as a result of Grantee's activities in the Easement Area, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

6. Termination. The Easement granted to Grantee is temporary and only for the purpose of constructing the Bridle Trail. Upon the earlier of (a) the completion of construction of the Bridle Trail or (b) December 31, 2023 (the "**Termination Date**"), this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. Notwithstanding the forgoing, nothing shall prohibit Grantor from enforcing this Agreement and Grantor's rights hereunder after the Termination Date. Following the termination of this Agreement, and only if the Bridle Trail is completed, Grantor shall grant to Grantee a perpetual easement of access to use such Bridle Trail, on terms mutually agreeable between Grantor and Grantee.

7. Compliance with Laws. Grantee shall conduct its construction activities in an expeditious and workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

8. Maintenance and Repair. In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement (other than with respect to the completed Bridle Trail), such area shall be restored to the condition in which it existed prior to the performance of such construction activities. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area. Grantee shall perform necessary maintenance so as to keep the Easement Area at all times in the same condition as existed prior to the performance of such construction activities (except with respect to the completed Bridle Trail).

9. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement, are reserved to Grantor. Grantor reserves the right to use the City Property in any manner and for any purpose that does not interfere with Grantee's use of the Easement.

10. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to be temporary and do not run with the land, and shall not inure to the benefit of and shall not be binding upon the parties and their respective grantees, heirs, successors, and assigns. Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall cause the Easement to become void ab initio and immediately extinguished.

11. Default and Remedies. In the event of a default by Grantee, Grantor may seek any and all remedies permitted by law.

12. Insurance. Grantee shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer acceptable to

Grantor, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement and Easement Area with a combined single limit of not less than \$2,000,000 with respect to the Easement and Easement Area and Grantee's use therein. Grantor and its agents, contractors, tenants, and any other third parties required by Grantor, shall be named as additional insureds on such insurance policies. Prior to making any entry onto the Easement Area, Grantee shall furnish to Grantor: (a) a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than 30 days prior written notice to Grantor; and (b) proof of payment of the insurance premium.

13. Bond. Grantee shall obtain a surety bond in an amount no less than \_\_\_\_\_, which reflects the total anticipated costs for the remedial work anticipated in this Agreement and the work contemplated in the engineering plans Grantee will submit to Grantor in conjunction with this Agreement. Grantee shall purchase and maintain the required bond from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Easement Area is located. Grantee shall provide Grantor with proof of the surety bond before beginning any work or accessing or using the Easement or Easement Area.

14. Abandonment. In the event Grantee abandons or terminates its use of the Easement or the Easement Area for a period of 30 days, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this section, "abandon" shall mean non-use of the Easement.

15. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement or Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.

16. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

17. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including reasonable attorneys' fees, court costs, and disbursements), including those arising from any water district, municipality, interlocal agency, special service district, department of the state of Utah, or state or federal government, incurred by Grantor arising from or by reason of Grantee's access to, or use of the Easement and Easement Area.

18. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred.

19. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth on the signature page hereto, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered

United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed. Any party may change its address for purposes of this section by giving written notice as provided in this section. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this section.

20. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

21. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF UTAH, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

23. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

24. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

25. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

ALPINE CITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )  
:ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, the  
signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification),  
acknowledged to me that he/she executed the same.

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

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

[GRANTEE]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail \_\_\_\_\_

STATE OF \_\_\_\_\_ )

:ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

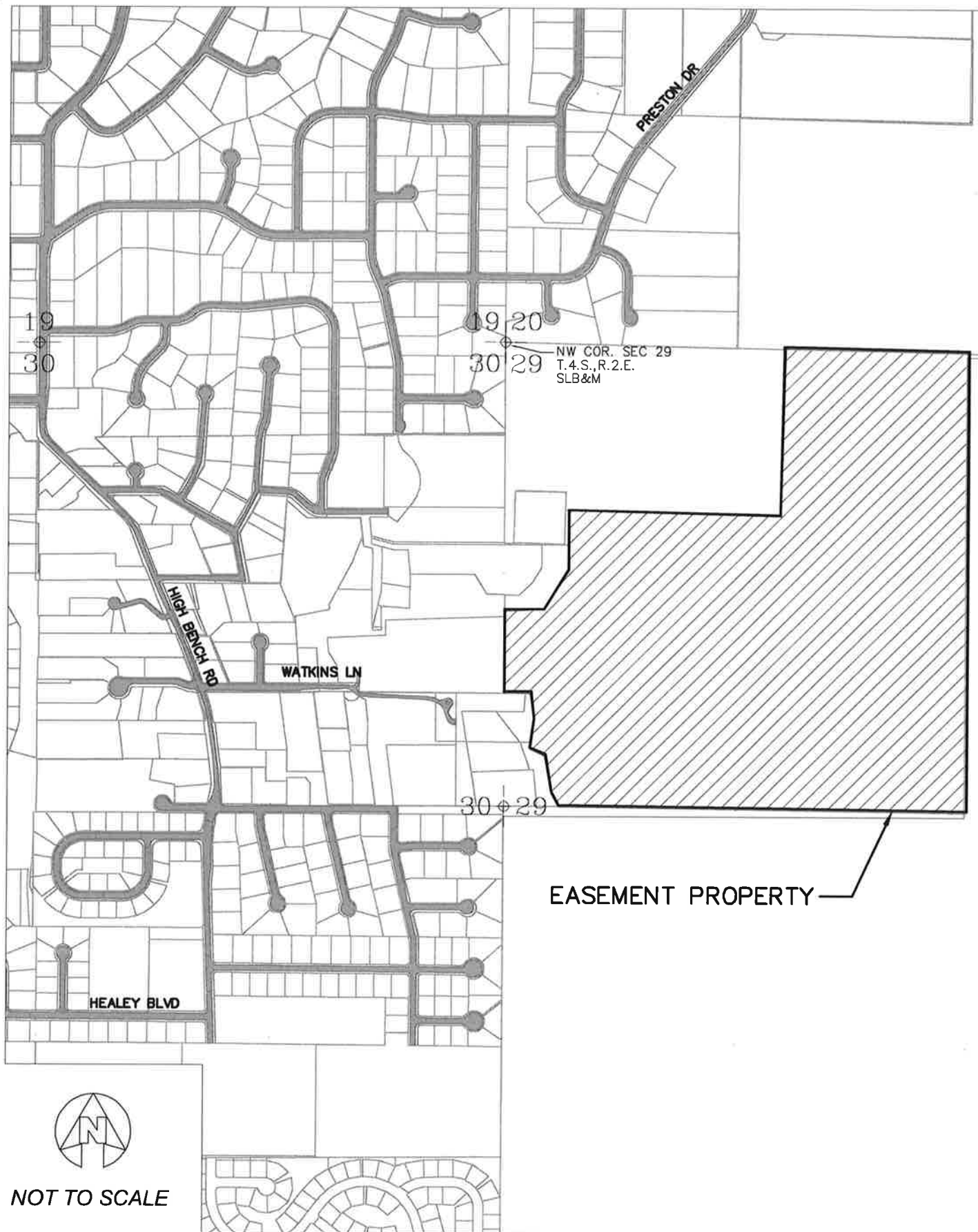
**LEGAL DESCRIPTION OF CITY PROPERTY**

**COM S 36.3 FT & E 1599.56 FT FR NW COR. SEC. 29, T4S, R2E, SLB&M.; S 1 DEG 18' 0" W 951.01 FT; N 88 DEG 42' 0" W 1207.63 FT; S 200.48 FT; S 140 FT; S 31 DEG 55' 0" W 268.59 FT; S 86 DEG 32' 21" W 224.83 FT; S 0 DEG 5' 3" E 471.27 FT; S 89 DEG 42' 0" E 151.9 FT; S 6 DEG 21' 55" E 154.21 FT; S 7 DEG 30' 17" W 168.44 FT; S 66 DEG 5' 52" E 96.25 FT; S 9 DEG 19' 53" E 215.86 FT; S 29 DEG 8' 2" E 88.52 FT; S 89 DEG 19' 3" E 2335.09 FT; N 0 DEG 1' 3" W 2637.97 FT; N 88 DEG 52' 3" W 1052.37 FT; S 3.92 FT; N 88 DEG 40' 12" W .41 FT TO BEG. AREA 118.709 AC.**



**EXHIBIT B**

**DEPICTION OF EASEMENT AREA**



**EXHIBIT B**



June 7,  
2021

# Alpine Trail Improvement Proposal

FROM

Nicole Hadlock  
Program Director at Bridle Up Hope

---

PREPARED FOR

Utah County Tourism Tax Advisory Board

# Bridle Up Hope

Bridle Up Hope was founded by Sean and Rebecca Covey, in memory of their daughter, Rachel, who struggled with depression for many years, but found great fulfillment in helping other struggling girls find hope through equestrian training. In 2012 Rachel tragically passed away. To continue Rachel's legacy, Bridle Up Hope was started with a mission to inspire hope, confidence, and resilience in young women through equestrian training.

Since 2013, Bridle Up Hope has built resilience in over 800 young women worldwide and we are expanding exponentially.

Our unique curriculum incorporating horses teaches young women to recognize their inherent worth and potential through equestrian training, life skills development, service at the barn, and self-renewal activities, with principles from The 7 Habits of Highly Effective People integrated throughout.



## Our Team

SEAN COVEY	Founder and Chairman
REBECCA COVEY	Co-Founder
NICOLE HADLOCK	Program Director
SHAR LEWIS	Executive Director



## PRIMARY BUDGET

Bridle Up Hope

# Trail Development

Contractor: Dustin Martinez

FULL BUDGET & DESCRIPTION [HERE](#)

CONSTRUCT FULL BENCH TRAIL 4' WIDE  
APPROX 13,200'/2.5 MILES

\$6.00 LF

UNFORESEEN WORK REQUIRING SIGNIFICANT WORK  
SUCH AS JACKHAMMERING ROCK

\$125 per hour

APPROX. TOTAL

\$95,000





## SECONDARY BUDGET

### Parking & Design for Mouth of Trail

Contractor: LSL Alpine Enterprise

FULL BUDGET DESCRIPTION & INVOICE [HERE](#) & [HERE](#)

GRUB TREES	\$2,575.76
ROUGH GRADING	\$5,863.81
FILL SOIL	\$28,520.57 *
PARKING CONCRETE	\$16,200.50
ROCK RETAINING WALLS	\$3,426.50
IRRIGATION	\$32,981.53
TREES	\$14,450.11
WATER FEATURE	\$28,000
TOP SOIL	\$12,399.51 *
FINISHING GRADING	\$4,821.47
HYDRO SEED	\$6,687.00
TOTAL	\$155,926.76

#### \*DONATIONS

LABOR & PROJECT DESIGN	\$4,169.92
BARK	\$1,500

LSL ALPINE ENTERPRISES  
CARLTON INC.  
WILL JONES

FILL SOIL	\$28,520.57
TOP SOIL	\$12,399.51
TOTAL DONATIONS	\$40,920.08
TOTAL	\$115,006.68





# \$7 MILLION IN PRIVATE FUNDING

Over the last five years we have raised \$7 million in a capital campaign to purchase land and build the Bridle Up Hope Headquarters. We've been fortunate to get the support of some of the well-known foundations in the state. For example....

- The George S. and Dolores Doré Eccles Foundation provided the funds to build the primary tack area of our facility.
- The Sorenson Legacy Foundation provided funds for the indoor riding arena.
- The Covey Family helped provide funds to purchase the property.
- And the Larry H. & Gail Miller Foundation provided funds to build the Outdoor Riding Arena.
- The Kahlert Foundation provided funds for the event center.
- We now hope that Utah County will help us build the trail system.
- Aside from a small \$10K covid-relief grant last year, Bridle Up Hope has never asked for funds from Utah County or the City.



# ADDITIONAL INFORMATION

- Bridle Up Hope currently owns and has public access to the mountain through Hope Trail
- Trail rides are an important part of the Bridle Up Hope program—our girls will use the trail regularly
- Bridle Up Hope would like to invite the community to use the trail in a way that is safe and respectful
- The trail would be for hoof and boots only, it would not include access for bikes
- The photo on slide 4 indicates where the parking and additional design improvements would be located

For additional questions please contact Nicole Hadlock at [nicole@bridleuphope.org](mailto:nicole@bridleuphope.org)





 Mountain Bike ▾

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Ride Log » BlazingTrailz's Log

## BlazingTrailz's Horseback Riding



Monday March 28, 2022 -

11:45 am

**Hope downhill**

Activity: Horse

Location: Alpine 

♥ high five! 0

Share

Tweet

Pin

 save

3,996 ft

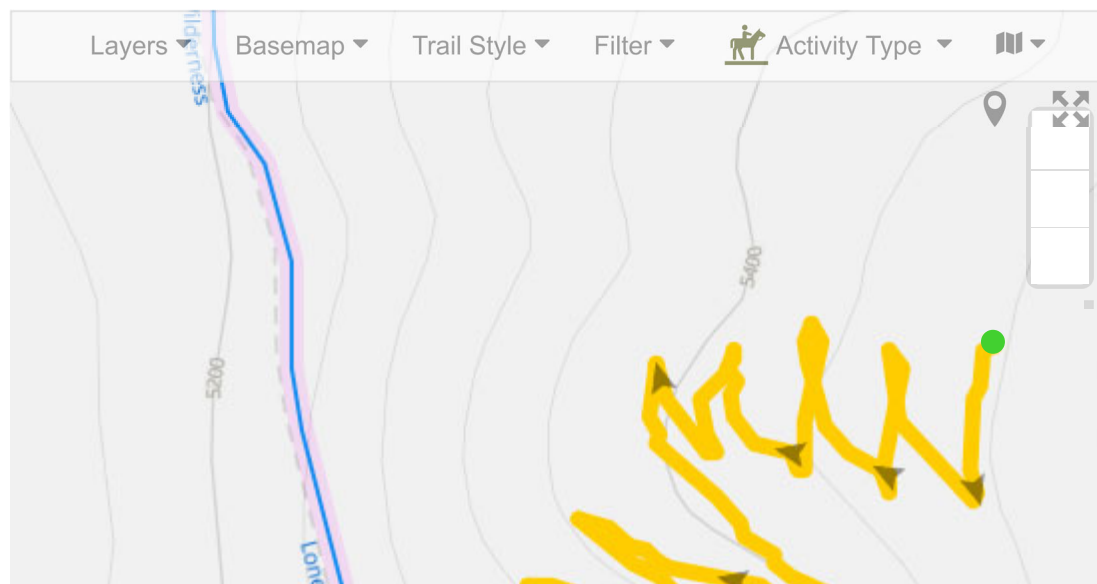
Distance

01:35:10

Moving Time

7 ft

Climb



Details

Elevation

Grade

Total Time: 01:35:14

Avg Speed: 0 mph

Avg Moving Speed: 0 mph

Elev Max: 1 mile

Climb: 7 ft

Climb Dist: 669 ft

Descent: 221 ft

Descent Dist: 2,080 ft

Flat Dist: 1,240 ft

### Local Weather During Ride

Overcast Temperature: 15° Precip Intensity: 0 mm/h Wind: 2.45 km/h



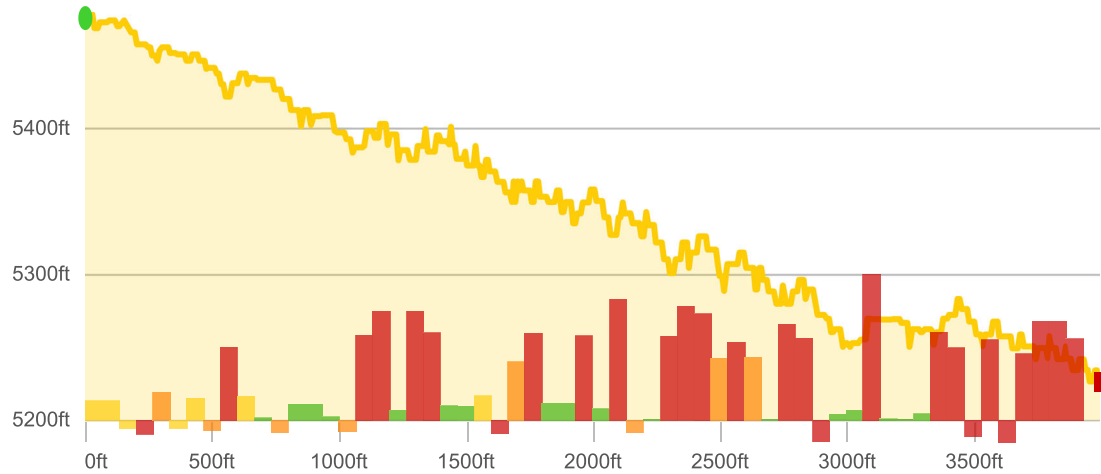
Cloud **96%** Humidity  
Cover **0.18**

3D tour

By [BlazingTrailz](#)  
#36553681

Device: Android samsung SM-A326U  
Source: trailforksapp-api  
Timezone: America/Chicago

[embed]



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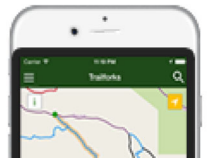
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Ride Log » BlazingTrailz's Log

# BlazingTrailz's Horseback Riding

high five! 0

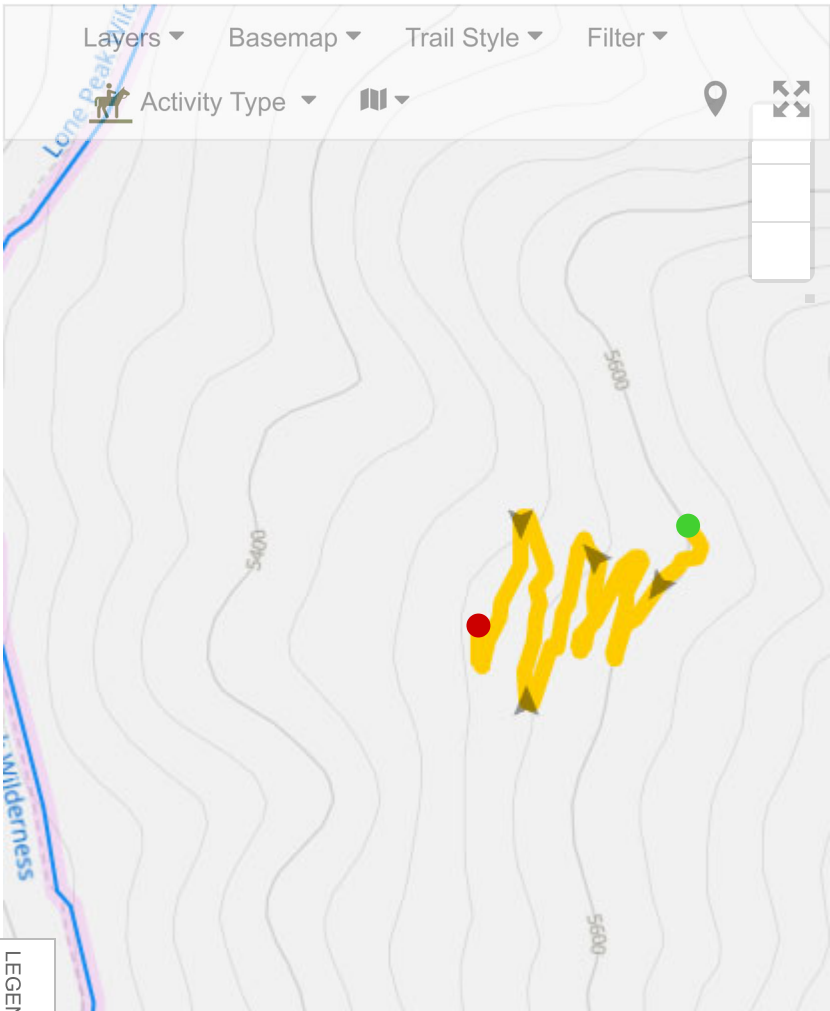
Share Tweet Pin save



Monday March 28,  
2022 - 11:25 am  
**Top section of Hope  
trail to Boulder**

Activity: Horse  
Location: Alpine

1,611 00:07:28 0 ft  
ft Moving Climb  
Distance Time



Details Elevation Grade

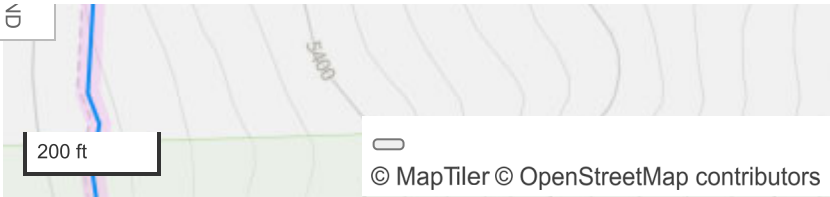
Total Time:	00:07:31	Climb:	0 ft
Avg Speed:	1 mph	Climb Dist:	446 ft
Avg Moving Speed:	2 mph	Descent:	67 ft
Elev Max:	1 mile	Descent Dist:	814 ft
		Flat Dist:	335 ft

## Local Weather During Ride

Overcast	Precip 0	Wind	Cloud	Humidity
Temperature	Intensity mm/h	2.45	Cover	0.18
15°		km/h	96%	

3D tour

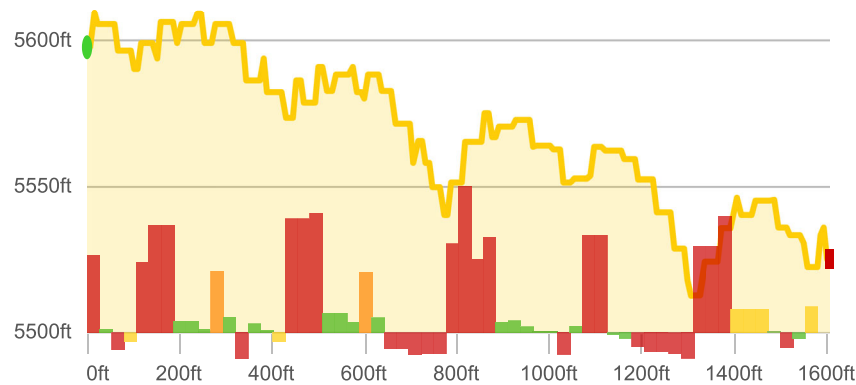
By BlazingTrailz



#36549299

Device: Android samsung SM-A326U  
Source: trailforksapp-api  
Timezone: America/Chicago

[embed]



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## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:**     **Proposal for Farmer's Market at Legacy Park**

**FOR CONSIDERATION ON:**         **12 April 2022**

**PETITIONER:**         **Carlyn Thompson**

**ACTION REQUESTED BY PETITIONER:**         **Consider the request to hold a  
Farmer's Market at Legacy Park.**

### **BACKGROUND INFORMATION:**

Carlyn Thompson recently proposed to the City Council the idea of holding a farmer's market at Legacy Park. We have received a proposal from her that has been included in the city council packet. City Attorney, Craig Hall, will be prepared to discuss at the meeting how the farmer's market could move forward as proposed on city property.

### **STAFF RECOMMENDATION:**

Consider allowing a farmer's market to be held at Legacy Park.

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

I move to allow a farmer's market to be held at Legacy Park, and instruct staff and the city attorney to work out the details.

### **SAMPLE MOTION TO APPROVE WITH CONDITIONS:**

I move to allow a farmer's market to be held at Legacy Park, and instruct staff and the city attorney to work out the details with the following conditions:

- (insert finding)

### **SAMPLE MOTION TO TABLE/DENY:**

I move to table/deny the idea of holding a farmer's market at Legacy Park, based on the following:

- (insert finding)

# City of Alpine Farmers Market Proposal



# Benefits and Partnership

Summer evenings in Alpine are something we look forward to all winter long. Spending time outside with friends and family making memories makes summer so special. What better way to bring people together than with a farmer's market? Some will come to enjoy dinner together, others to buy produce for the week, and some will stop by just to see what is going on. By providing a place that is welcoming, visible, and consistent, the community is strengthened, relationships are made, and memories are created.

The Alpine Farmers Market will be held every Wednesday from 5:00-8:00pm beginning in July through September at Legacy Park. This location is ideal for several reasons which include: high traffic and visibility, grass and large shade trees, access to restrooms, a playground for kids, a large pavilion and gazebo which offer a comfortable place to sit & visit. Our intent with the farmers market is to add to the small town feel of Alpine, which is unique and something we all love and want to cultivate.

The goal of Mountainville Market's is to work together with Alpine City to create a tradition of a farmer's market in the community. The City of Alpine will have no financial obligation to Mountainville Markets. However, we do request continuous feedback and support for the Marketplace, guidance with city permits, possible advertising and promotion, as well as planning if need be. We will comply with the mass gathering regulations. While having a market place weekly we ask that the fees associated with mass gatherings apply for the whole season instead of paying weekly.

All vendors at the Marketplace will be approved by Mountainville Markets. Each vendor will go through an application process. Vendors will abide by all state and county food regulations. They will be vetted, and will commit to abide by city regulations and requirements. We will make special efforts to make sure that Alpine residents are informed and invited to participate in the market.

The money gathered from vendor fees will be used in the promotion and maintenance of the Marketplace and the fees associated with a seasonal gathering.

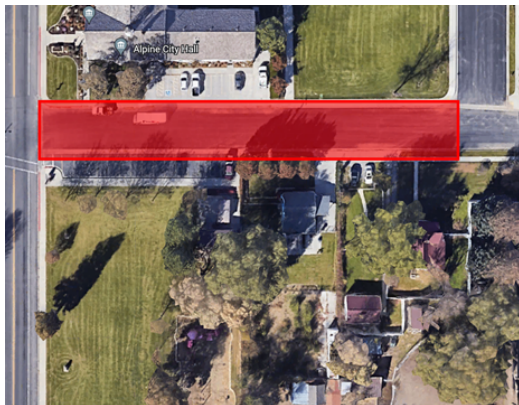
An additional benefit for Alpine City includes tax revenue that will be generated from each of the vendor's sales each week. The businesses with Alpine will also gain additional exposure as people come to the Marketplace.

# Logistics

## Location:

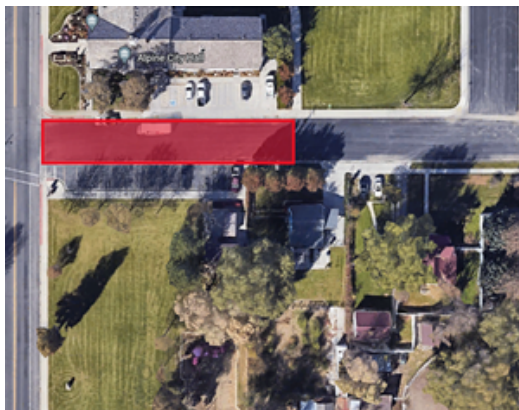
Visibility is key for the success of the market. We saw this with the Monday Night Food Trucks several years ago. Many people stopped and had dinner because they were simply driving past. While we have many beautiful parks, Alpine's Legacy Park on Main street has the best exposure for the community. The driveby/stop and see segment of the community will make or break the success of this venture. There are also some amazing historical and community spaces near Legacy park. We are working with the fire department, Daughters of the Utah Pioneers, and the Youth City Council to offer additional activities for some of our evenings. With these things in mind we propose several options at Legacy Park that will help the market be visible and therefore successful.

Option A: Close off Center Street from Main Street to 1st East.



This option gives us the most room to include food trucks and vendors that will sell out of their trailers. There is something fun and novel about having a pedestrian zone.

Option B: Close off Center Street from Main Street to East border of the Legacy Park



This option does not affect the two houses that would not have vehicle access. It still allows for plenty of food truck space.

## Option C: Have the Marketplace completely at Legacy park



In this option only the parking spaces on the north end of the park would be affected for food trucks and some vendors. This option is a great starting point for this year to prove the concept of a weekly Marketplace.

## Hours

We will hold the market Wednesday evenings from 5:00-8:00pm starting in July and concluding at the end of September. Setup for the Marketplace will start at 3:30pm. Booth spaces will be marked on the grass and no vehicles will be allowed on the lawn. Take down will be done by 9:00. Vendors will be in charge of cleaning their area. Additional trash cans will be grouped together for easy pick up the next day by city workers.

## Marketing

Advertising and promotion of the market will be coordinated by Mountainville Markets.

We will include the following: Announcement in the city newsletter, posters & fliers distributed to businesses in Alpine & Highland, and advertising on social media.

We are also looking for aid from Alpine city to help promote the market by:

- Posting on the city website
- Allowing posters in City Hall
- Allowing a banner in front of City Hall

# Our Responsibilities

Mountainville Markets managers will be on site to organize, operate, and manage the Marketplace during operating hours, as well as during set-up, tear-down and clean-up hours. The duties are as follows:

- Organize, operate and facilitate a safe, healthful and vibrant Farmers Marketplace for the benefit of the Alpine community.
- The Marketplace will operate in cooperation/coordination with the City of Alpine.
- Maintain appropriate general liability insurance for the Marketplace's vendors, workers, and shoppers.
- Organize and coordinate vendors to their designated location and enforce that there be no vehicle movement once the Marketplace has opened.
- Make sure that all farmers/vendors are abiding by standard health and safety rules as required by the Departments of Health and Agriculture.
- The Marketplace will operate in cooperation/coordination with the Alpine Police and Fire Departments.
- The Marketplace organizer, manager, vendors, and respective officers, directors and employees are required to abide by and certify compliance with any and all certification, legal and regulatory agency approvals and requirements as may be requested and/or required.
- Enforce a non-smoking policy at the Marketplace.
- Set-up, teardown, and clean-up of the Marketplace.

## Summary

We all have favorite memories of summer evenings here in Alpine. Everything about them is special. The air is warm, the sunsets are captivating, and the whole world seems to be calm and easy. Let's give people another memory this summer. The delight of attending a local farmers market. We can create a welcoming and visible gathering place on a consistent basis, and great things will happen. Community ties will be strengthened and relationships made almost without any additional effort. Alpine residents can draw closer as the feeling of a small farming town, which Alpine once was, is brought back for a season.

# ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Approval for Installation of Trail Signs Restricting Uses on Certain Trails During Certain Times of the Year

**FOR CONSIDERATION ON:** 12 April 2022

**PETITIONER:** Trails Committee

**ACTION REQUESTED BY PETITIONER:** Approve the installation of signs outlining restrictions on some trails.

## BACKGROUND INFORMATION:

The trail committee has been frustrated by damage caused to trails when horses have been ridden on them when the conditions are wet. Several trails have been repaired multiple times to mitigate damage from horses.

To prevent this damage from occurring, the trails committee is recommending that the Forbidden and Three Falls trails be closed to horses and mules from November 1 to May 1 and that the trails be signed accordingly.

### STAFF RECOMMENDATION:

Consider the approval of closing the Forbidden and Three Falls trails to horses and mules from November 1 to May 1 and that the trails be signed accordingly.

### SAMPLE MOTION TO APPROVE:

I move that the Forbidden and Three Falls trails be closed to horses and mules from November 1 to May 1 and that the trails be signed accordingly.

### SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move that the Forbidden and Three Falls trails be closed to horses and mules from November 1 to May 1 and that the trails be signed accordingly, in addition to the following conditions:

- (insert finding)

### SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the proposal to close the Forbidden and Three Falls trails to horses and mules from November 1 to May 1 based on the following:

- (insert finding)

# ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Lambert Park Poppies Preserve and Restoration Plan

**FOR CONSIDERATION ON:** 12 April 2022

**PETITIONER:** Council Members Smuin and Thelin

**ACTION REQUESTED BY PETITIONER:** Approve temporary measures to protect the poppies and ruins in Lambert Park.

## BACKGROUND INFORMATION:

The City recently applied for grant to build some paths and fencing to protect the poppies and ruins in Lambert Park. The grant opportunity is through the Utah Office of Outdoor Recreation. Councilmember Smuin headed up the grant application with support from the city staff. The anticipated time frame for award of the grant is May 5, 2022.

The Lambert Poppy Trails are some of the oldest trails in Lambert Park dating back to the 1960's. The trails, poppy garden and Lambert Homestead are a tremendous asset to Alpine City. Residents have visited the poppy garden and ruins for decades creating family memories over multiple generations.

In recent years its increased notoriety has endangered the area and it is no longer sustainable in its current state. Outdoor enthusiasts, in the thousands, visit the site during the blooming season, from late May to mid June. The flowers are trampled and the ruins are climbed upon and damaged. Immediate action must be taken to preserve this historical treasure.

It is proposed that temporary measures be installed that will protect the poppies and allow them to revegetate and rehabilitate while a permanent solution is put in place to sustain Lambert Ruins for years to come. The temporary measures include temporary fencing that would be placed around designated areas. The yellow line on the map included in the packet shows the proposed temporary fence placement. Fence should be installed as soon as possible.

### STAFF RECOMMENDATION:

Consider the approval of a temporary fence being placed around the Lambert Park poppies and ruins until the permanent fencing can be put in place.

### SAMPLE MOTION TO APPROVE:

I move that a temporary fence be placed around the Lambert Park poppies and ruins until the permanent fencing can be put in place.

### SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move that a temporary fence be placed around the Lambert Park poppies and ruins until the permanent fencing can be put in place with the following conditions:

- (insert finding)

### SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the proposal to install temporary fencing around the Lambert Park poppies and ruins based on the following:

- (insert finding)



Spencer J. Cox  
*Governor*

Deidre M. Henderson  
*Lieutenant Governor*

Jill Remington Love  
*Executive Director*  
Utah Department of Cultural  
and Community Engagement



Jennifer Ortiz  
*Director*

Christopher Merritt  
*State Historic Preservation Officer*

February 21, 2022

RE: Alpine City's Grant Application for Lambert Park Improvements

To Whom It May Concern,

The Utah State Historic Preservation Office is writing today in support of Alpine City's grant proposal for site improvements in Lambert Park. Our office visited the property and wholeheartedly agree that this area is not only unique in its preservation of open space and natural beauty, but also a time capsule of the early 20<sup>th</sup> century human usage of the area. Much of Alpine City no longer physically reflects its agrarian roots, but the Lambert Park, with its significant story, is keeping a reflection of this early period of historical development.

During the site visit it was clear that visitor impacts to the park are degrading not only the historic fabric of the Lambert home and associated features but also the area of the Lambert-planted poppy fields. In all its truest ways, the public is loving this beautiful place to death, which is a sadly common story throughout Utah. Being within the urban interface is also providing more direct interactions. Towards this end, we support increased site protections.

It is our understanding that Alpine City wishes to reestablish and expand the protective fence encircling the Lambert home ruins, increase interpretive and protective signage, introduce aggregate to better demarcate formal trails, and reclaim user created trails that are damaging the historic features and poppy fields. Our office is working directly with Alpine City to ensure that any improvements do not inadvertently damage any significant cultural resources, and we are confident that the future site improvements will only benefit the protection of the site in a sustainable way.

We thus support Alpine City's application to protect this one-of-a-kind cultural and natural resource.

If you have questions, please contact me at 801-245-7263 or by email at [cmerritt@utah.gov](mailto:cmerritt@utah.gov).

Sincerely,

Christopher W. Merritt, Ph.D.  
State Historic Preservation Officer





Alpine, Utah 84004

[alpinenaturecenter@gmail.com](mailto:alpinenaturecenter@gmail.com)

[www.alpinenaturecenter.org](http://www.alpinenaturecenter.org)

24 February 2022

Grant Review Team:

For many years the Lambert Home site and its associated poppy fields in Lambert Park, Alpine, have brought enjoyment to all that have visited them. However, in recent years the population surrounding this precious site and its increasing notoriety have endangered this area. Each year more and more of the poppy fields have been trampled and the home site ruins have been climbed upon and damaged. Without corrective restoration, rehabilitation and protection measures these treasures could be lost forever.

As such, the Alpine Nature Center, and myself, personally, encourage and support the grant that is proposed to restore and protect the Lambert Home site and the surrounding poppy fields.

Thank you for your attention.

Respectfully,

Edward J. Bush

Director, Alpine Nature Center

[ancwmaster@gmail.com](mailto:ancwmaster@gmail.com)



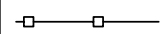




SCALE: 1"=40'

**ALPINE POPPY FIELD TRAIL RESTORATION**  
LAMBERT PARK, ALPINE UTAH  
2022

**RESTORED TRAILS AND FENCING EXHIBIT**

LEGEND

-  830' SPLIT RAIL FENCING
-  ~3200 SF OF 5' WIDE RE-STORED TRAIL AND 1,080 FEET OF ROPED EDGING
-  6 SEATING AREAS (BENCHES)