



ALPINE CITY COUNCIL MEETING AGENDA

NOTICE is hereby given that the CITY COUNCIL of Alpine City, Utah will hold a Public Meeting on **Tuesday, January 22, 2019 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

- I. **CALL MEETING TO ORDER** *Council Members may participate electronically by phone.
 - A. **Roll Call:** Mayor Troy Stout
 - B. **Prayer:** Ramon Beck
 - C. **Pledge of Allegiance:** By invitation

- IV. **CONSENT CALENDAR**
 - A. **Minutes of the Alpine City Council Meeting held January 8, 2019**
 - B. **AMI Culinary Water Meter Equipment Purchase: \$173,502.00**
 - C. **Resolution No. 2019-01 UCMC Task Force Interlocal Agreement**
 - D. **New Truck**
 - E. **Alpine View Estates Bond Release - Griff Johnson: \$190,764.88**
 - F. **Paper Bond Release - North Point View Plat B - \$1,000,000.00**

- V. **PUBLIC COMMENT**

- VI. **REPORTS and PRESENTATIONS**
 - A. **Review Meeting Rules and Procedures**
 - B. **Financial Report**

- VII. **ACTION/DISCUSSION ITEMS**
 - A. **Appointment of Planning Commission Member:** The City Council will consider an appointment to the Planning Commission.
 - B. **Bank of American Fork Site Plan:** The City Council will consider a site plan for the remodel of the Bank of American Fork.
 - C. **Summit Point Plat Amendment:** The City Council will review and consider approving the proposed amendment to Summit Point.
 - D. **Three Falls Ranch Development Agreement Amendments:** The City Council will review proposed amendments to the Three Falls Ranch Development Agreement.
 - E. **The Ridge at Alpine - Clarification of Trail Requirements:** The City Council will discuss the clarification of trail requirements.
 - F. **Resolution No. 2019-02 - Amend Consolidated Fee Schedule:** The City Council will be considering amending the Consolidated Fee Schedule to include a culinary meter fee of \$1.00.

- VIII. **STAFF REPORTS**
- IX. **COUNCIL COMMUNICATION**
- X. **EXECUTIVE SESSION:** Discuss litigation, property acquisition or the professional character, conduct or competency of personnel.

ADJOURN

Mayor Troy Stout
January 18, 2019

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 and sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at www.alpinecity.org and on the Utah Public Meeting Notices website at 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.

ALPINE CITY COUNCIL MEETING
Alpine City Hall, 20 N. Main, Alpine, UT
January 8, 2019

I. CALL MEETING TO ORDER. The meeting was called to order at 7:00 pm by Mayor Troy Stout

A. Roll Call: The following were present and constituted a quorum:

Mayor Troy Stout

Council Members: Jason Thelin, Ramon Beck, Carla Merrill, Kimberly Bryant, Lon Lott

Staff: Shane Sorensen, Charmayne Warnock, David Church, Austin Roy

Others: Britney Green, Sylvia Christiansen, Will Jones, Melanie Ewing

B. Prayer: Ramon Beck

C. Pledge of Allegiance: Troy Stout

II. CONSENT CALENDAR

A. Minutes of the City Council meetings of November 13, 2018 and December 11, 2018

B. East Mountain Estates, Plat E - Final Bond Release: \$10,706.40

C. Eastview Plat F - Final Bond Release: \$271,055.61

D. Spring Creek Alpine Amended, Plat A #2 - Final Bond Release: \$12,290.00

E. Craig F. Sorensen Construction - PI Meters Installation Phase I - Partial Payment #3: \$251.75

**F. Craig G. Sorensen Construction - PI Meters Installation Phase II- Partial Payment #2:
\$48,169.75**

G. Precision Concrete Cutting Payment: \$20,016.10

MOTION: Lon Lott moved to approve the Consent Calendar. Ramon Beck seconded. Ayes: 4 Nays: 0. Jason Thelin was not present at the time of the motion.

Ayes

Ramon Beck

Carla Merrill

Kimberly Bryant

Lon Lott

Nays

None

III. PUBLIC COMMENT: There was no public comment.

IV. REPORTS AND PRESENTATIONS

A. Alpine Days Report: (This discussion took place after the discussion on Three Falls.) Shane Sorensen said the revenue from Alpine Days 2018 was \$76,695. The expenses were \$122,000 leaving a difference of a little over \$46,000. Alpine Days Chairman Melanie Ewing said the City had budgeted \$65,000 for Alpine Days. She said she believed there was a donation of \$10,000 from the Bank of American Fork which was not shown on the revenue side. Shane Sorensen said he would look for it.

Shane Sorensen said one of the issues was the expenses that continued to trickle in long after Alpine Days was over. He said he would provide a written report of the numbers. They were still getting invoices from vendors. In the future they would require invoices to be submitted in a more timely manner.

Melanie Ewing reported on some of the events. Every year she tried to do something different and in 2018 they had the ping pong ball drop from the helicopter which was great. The owner of the helicopter, Chris Trapnel, donated his time, fuel, etc. so the event was free. She said the teen party was a huge success. They had security people walking around and there were no problems. They switched the foam party to Monday which broke up the events in the park on Friday. It went very well.

1 Troy Stout said the car show was great. There were a lot of people there. Ramon Beck said there was some
2 negativity on moving the location of the senior dinner to American Fork and it was not as well attended. However,
3 the dinner was great. Lon Lott noted that the different stakes were in charge of the Senior Dinner and they chose
4 where to hold the event.
5

6 Melanie Ewing said she had delivered 40 thank-you baskets to the volunteers and sponsors during the Christmas
7 season. The volunteers were great. She asked about the rodeo budget, noting that she put a lot of time into
8 advertising the rodeo along with the Alpine Days events that she didn't get credit for. It was advertised it on the
9 Alpine Days website and people purchased tickets through the website. She felt there should be some revenue
10 dollars from the rodeo applied to Alpine Days.
11

12 Shane Sorensen said the revenue for the rodeo was \$26,500 and the expenses were \$29,500. They had a budget of
13 \$25,000. Some of that went for wasp control near the food booths.
14

15 Melanie Ewing said they had an office set up at City Hall where people could buy tickets, but most tickets were
16 purchased online. The front office handled a lot of the work this year. She felt it was a good experience for them.
17 She said they should look into getting a better ticket booth for the park.
18

19 Another thing that was new this year was the Lost Child service in the park. They had 8 volunteers with ham radios
20 who walked around the events and provided communication for lost children. They were able to reunite parents and
21 children within minutes because of that service.
22

23 They would need a new parade volunteer for next year because Kristin Eberting was moving.
24

25 Mayor Stout and the Council thanked Melanie Ewing for all her hard work as the Alpine Days Chair and said she
26 did a great job. Mayor Stout noted that the information about Alpine Days was the intellectual property of Alpine
27 City and the next chairman for subsequent years would rely on that. They asked Ms. Ewing about helping the next
28 Alpine Days chair. She said she would be happy to do that for a consulting fee.
29

30 Shane Sorensen said he would do some research on the donation from the Bank of American Fork and email them
31 when he found it.
32

33 V. ACTION/DISCUSSION ITEMS 34

35 A. Three Falls Ranch Development Agreement Amendment/Secondary Access Road- Will Jones:

36 Shane Sorensen said this item was on the agenda to discuss proposed changes dealing with secondary access road
37 for Three Falls. In doing some research on the subject, they found quite a bit more information, but it was too late to
38 get it in the packet. Rather than having the Council go into it cold, they decided they would put it on the agenda
39 again in two weeks. However, Will Jones would be out of town for the next two meetings and he wanted to move
40 forward with the discussion that evening.
41

42 Will Jones said there were two main issues he wanted to bring up. First, time was of the essence in making a
43 decision on the road. The engineer had staked out the road last fall and when Will saw it, he didn't think it was going
44 to be what they wanted. He felt there needed to be some changes, but he would only present changes if it was going
45 to be win/win situation for both the city and the developer. He said the developer would build the road. There would
46 be some aspects that would benefit the city and some that benefited the development.
47

48 Will Jones said the secondary access road was planned with 20 feet of pavement with curb and gutter on both sides.
49 It would be gated at the top and bottom. He said that if the gates didn't remain, they would walk away. It wasn't
50 because they didn't want people driving through the development. It was because the road would not be safe for
51 cars. But it would be a great road for bikers.
52

53 Mr. Jones reiterated that time was critical. If the changes were a beneficial, they would do it. If not, they would do
54 what was approved earlier.
55

1 Shane Sorensen said Three Falls was a huge project which had spanned many years. Lots of motions were made. He
 2 said they would have all the information available to the Council at a future meeting when they considered the
 3 request.

4
 5 Will Jones said the road would be plowed in the winter so it was accessible in the event of an emergency, and the
 6 City would plow it. Lon Lott said that in the discussion from August 25, 2015, it was stated that the HOA would
 7 plow the road in the winter. Will Jones said that if it was the city's road, he would not take responsibility for plowing
 8 it. If it was his road, he would.

9
 10 *Jason Thelin and Melanie Ewing arrived. The Council went back to Reports and Presentations for the*
 11 *report on Alpine Days.*

12
 13 **B. Open Space/Private Property Exchange - 539 N. Pfeifferhorn Drive.** Austin Roy said Jeffrey White
 14 with White Diamond Homes had submitted a request to exchange a 5,190-square-foot piece of private property for a
 15 5,190-square-foot piece of public open space. The property was located at 539 N. Pfeifferhorn Drive in Alpine. If
 16 the exchange was approved by the Council, it would square up the boundaries of his building lot making it a more
 17 traditional rectangular lot.

18
 19 Austin Roy said the public open space contained a gas pipeline that had been vacated or retired by Dominion Energy
 20 when a new pipeline was installed in another location. Structures could not be built on it because of the abandoned
 21 pipeline in the ground, but the area could be landscaped or have a driveway on it. No deep-rooted trees would be
 22 permitted. The open space also contained a ground moisture box that would have to remain, but they could
 23 landscape around it.

24
 25 Shane Sorensen explained that the pipe was wrapped with asbestos. The property owners could choose to go through
 26 a process to have it removed by a certified contractor, and then Dominion would release the easement. If they chose
 27 not to do that, the easement would remain and there would be limitations on what the property owner could do with
 28 the land.

29
 30 Shane Sorensen said the trade could be advantageous to the City because it would narrow the access to the
 31 Bonneville Shoreline Trail which ran along the back of the lots. Currently, the wide frontage just invited motorized
 32 vehicles onto the trail; it had been an enforcement problem for years. He said the open space and trail was mostly
 33 used by residents of Highland who used it to access the backs of their lots to landscape.

34
 35 Will Jones said the trail committee would like to see a small trailhead on the open space. It would provide a place
 36 where people could park their cars to access the trail.

37
 38 A resident on Hog Hollow asked if would be a straight- across land swap. He felt the City should get some money
 39 for it in addition to the ground. The Council indicated they felt the land exchange was equally advantageous to the
 40 City and didn't see a need to require money.

41
 42 **MOTION:** Lon Lott move to approve the proposed property exchange at 539 N. Pfeifferhorn Drive with Jeffrey
 43 White of White Diamond with the understanding that the public open space would be used at the discretion of
 44 Alpine City for recreational purposes according to city ordinances and the area may be used for parking to provide
 45 access to the trail. Kimberly Bryant seconded. Ayes: 5 Nays: 0. Motion passed.

<u>Ayes</u>	<u>Nays</u>
Ramon Beck	None
Carla Merrill	
Kimberly Bryant	
Lon Lott	
Jason Thelin	

53
 54 Brittany Green said she represented Jeffrey White. She asked if there would be fencing between the open space and
 55 the homeowner's property. Mayor Stout said the City would try to be good neighbors but the responsibility and
 56 expense for the fence would be up to the homeowner.

1
2 **C. Alpine Days Chair Compensation:** Shane Sorensen said that several years ago the City came up with
3 a system of compensation for the Alpine Days chairman in which \$5,000 would be split between the chair and the
4 vice-chair and possibly a third person. The vice-chair would spend the first year in training, then take over the next
5 year as the chairman.
6

7 Mayor Stout said the original intent was to get members of the community involved in running the event. He said he
8 didn't recall that there would be three people. He said the City was currently looking to hire a Parks and Recreation
9 person. Being in charge of Alpine Days would be a primary responsibility and that person would chair the event
10 with a volunteer from the community acting as the vice-chair. Of the original \$5,000, \$3,000 would be absorbed into
11 the salary of the Park and Recreation person. The remaining \$2,000 would go to the vice-chair.
12

13 Kimberly Bryant asked if the City owned the Alpine Days website. Shane Sorensen said the City paid for it but it
14 was currently down and needed to be fixed.
15

16 Jason Thelin said he felt the safest, happiest way to transition to a Parks and Rec manager running Alpine Days was
17 to consider if they needed to pay a consulting fee for Melanie Ewing to help them. Ramon Beck noted that Melanie
18 was good at getting donations.
19

20 **D. Ordinance No. 2019-01 Amending Articles 3.12.6.2f and 4.3.1.6f - Cut and Fill on Driveways.**

21 Austin Roy said the proposed amendments related to the cut and fill requirements for driveways. The Council had
22 already approved the same amendment in two other places in the ordinance, but sections had been overlooked. This
23 was mainly a housekeeping item which would require the cut and fill to be measured at the finished grade of the
24 centerline alignment.
25

26 Will Jones said he didn't like the proposed amendment because it might increase the length of the driveway. Shane
27 Sorensen said it had already been approved in other sections and they were trying to bring consistency to the
28 process.
29

30 **MOTION:** Ramon Beck moved to approve Ordinance No. 2019-01. Kimberly Bryant seconded. Ayes: 5 Nays: 0.
31 Motion passed.
32

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Kimberly Bryant	
Lon Lott	

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40 The Ridge at Alpine - Trail Discussion (This item not on the agenda). Jason Thelin said he wanted to go over the
41 Zolman question. He'd seen emails going back and forth about the trail in The Ridge at Alpine development.
42 Apparently, there was some confusion about what was approved in regard to the trail and he wanted to know where
43 that ended up.
44

45 The Council discussed what they thought had been approved, which was different from which Steve Zolman and
46 Paul Kroff thought was approved.
47

48 Shane Sorensen said they needed to do a better job with the motions and staff needed to do a better job of suggesting
49 motions. They needed to have a clearly defined map and present it at the meeting. If it was not accepted, they would
50 have to bring it back to the next meeting.
51

52 **E. Open Meeting Training – David Church:** David Church said the state code required every public
53 body to have an annual training on the Open Meeting Act. The open meeting purpose clause stated that actions and
54 deliberations were to be taken openly. If there was a close call, the default position was for openness and
55 transparency. The Act chose transparency over efficiency. Issues that could be discussed in closed meetings were
56 limited. They could talk about personnel, strategies on specific business issues, purchase or sale of property,

1 collective bargaining and strategy on pending lawsuits. The code did not define strategy. The court defined it as
 2 discussion on claims, defenses, weaknesses, and whether to hire outside defense. On the sale or purchase of
 3 property, the decision had to be a public discussion. The only strategy that could be discussed in a closed session
 4 was on what price to pay or accept or how to negotiate. Any transfer of property had to be discussed openly. In cases
 5 of eminent domain, the law required the vote to be taken in public. The property owners had to be invited to the
 6 meeting before they started the process, and a resolution had to be passed stating the city's intent to exercise eminent
 7 domain.

8
 9 Exceptions on issues that could be held in closed meetings were deployment of security devices and ongoing
 10 criminal investigations.

11
 12 Regarding emails and texting, they were technically not a violation of the Open Meeting Act. Nothing precluded
 13 communication with other council members, but the public and the press believed it was a violation of the Act. A
 14 conference call or online chat with a quorum of members would be a violation.

15
 16 Mr. Church said public bodies were required to adopt Rules of Procedure for their meetings. He said the rule that
 17 was most violated was someone speaking without being recognized by the chair. When people were talking over
 18 each other and interrupting each other or individual conversations were going on, the tapes of the meetings were
 19 unintelligible. He said Alpine City had adopted Rules of Procedure which required being recognized by the chair
 20 before speaking. If they didn't not want to follow their rules, they should adopt rules that reflected what they did. He
 21 noted that adopting good rules and following them made the council sound smarter. He said the key to efficient
 22 meetings was a council who allowed the mayor to be a strong chair, and a mayor who was willing to be that way.

23 24 VI. STAFF REPORTS

25
26 Austin Roy

- 27 • The Council had agreed to have a cell tower in Burgess Park. The applicant needed direction on whether
- 28 the Council wanted a stealth (pine tree) tower or a simple cell tower. Carla Merrill and Kimberly Bryant
- 29 said they would be in favor of a pine tree tower as long as it was better than the one in Provo.
- 30 • The proposed amendment of Summit Point subdivision by Blue Bison was scheduled for the next Planning
- 31 Commission meeting on January 15th. It would be on the City Council agenda for January 22nd.

32
33 David Church.

- 34 • Regarding the Patterson lawsuit, he said the judge had ruled on the motions and how the road through
- 35 Lambert park was to be handled in the Patterson lawsuit. The City would need to be more diligent on the
- 36 maintenance of the road. The judgement was 1.4 million dollars on the breach of contract. The finding on
- 37 attorney fees was \$909,285 which was down a little from what they were originally asking. If the City
- 38 appealed it, the cost of the attorney fees would go up. He said Alpine City was looking at a payout of 2.4
- 39 million dollars and it was accruing interest.

40
41 Shane Sorensen

- 42 • In 2018 the City issued 39 permits for new homes, which was up from the previous year.
- 43 • The ULCT had issued 2 million dollars in relief credits. Alpine's portion would be a little over \$10,000.
- 44 • They had received a number of applications for the position of Parks and Recreation Manager. Interviews
- 45 would be scheduled for the next week.
- 46 • Cortnie Graham left her employment with Alpine City and they would be recruiting another HR/Finance
- 47 person.
- 48 • He said that every year the Trust sponsored an Arbinger training. The next one was February 5th in Salt
- 49 Lake City. If anyone was interested in attending, let him know.

50 51 VII. COUNCIL COMMUNICATION

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53 Lon Lot asked about the 1/4 cent sales tax that the county had passed. He felt it would benefit Alpine since the city
 54 didn't get much revenue from the one gas station in the community. Carla Merrill said a portion would go to Utah
 55 County to pay off the UTA debt. Shane Sorensen said Alpine City should receive a sizable amount.

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2 Ramon Beck asked how they should respond to citizens that asked about the Patterson lawsuit. Mayor Stout said he
3 planned to put together a letter for the Newslite with information. David Church told them to be factual in the
4 presentation.

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6 Troy Stout reported on the following:

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- There was a point of contention with the law firm that represented Alpine in the lawsuit. He felt they had failed the city.
 - He would like to present the City of North Ogden with a statue from the bronze factory to honor their mayor who was killed in the line of duty. He said he'd checked with the accountant who said something within reason was permissible.
 - In reference to the gift baskets Melanie Ewing passed out to volunteers and donors for Alpine Days, he wanted to know where the funds came from and if that had been done traditionally. He said he would like to have a specific time-frame in which invoices for Alpine Days had to be submitted.
 - Regarding the trail in Heritage Hills, the mayor said part of the motivation for the trail was to discourage people from parking in neighborhoods.
 - He said he was getting a lot of feedback from neighborhoods about the proposed development on the Draper side of the boundary. The developers, Blue Bison, planned to amend the Summit Pointe plat and connect a road into Draper. There would be meeting with Draper City on Wednesday (the day after they met with Alpine City Planning Commission). There was a question about hiring outside counsel but he said he didn't feel Alpine needed to defend their position to deny the connecting road. David Church said Blue Bison wanted to amend the Summit Pointe plat so showed 8 lots with a road stubbed to Draper.
 - Mayor Stout said he would like a better system for electronic participation in the meetings. He asked if they needed a quorum present at City Hall to hold an electronic meeting. David Church said they he believed there was an ordinance requiring a quorum.
 - Mayor Stout said he wanted to move swiftly on signs for Lambert Park now that they knew what was required on the road.

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30 **VIII. EXECUTIVE SESSION:** None held.

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32 **MOTION:** Kimberly Bryant moved to adjourn. Ramon Beck seconded. Ayes: 5 Nays: 0. Motion passed.

33
34 **Ayes**

35 Jason Thelin
36 Ramon Beck
37 Carla Merrill
38 Kimberly Bryant
39 Lon Lott

Nays

None

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41 The meeting was adjourned at 9:45 pm.
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ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution 2019-01: Utah County Major Crimes Task Force Interlocal Agreement

FOR CONSIDERATION ON: January 22, 2019

PETITIONEER: Chief Gwilliam

ACTION REQUESTED BY PETITIONER: Approve amendments to interlocal agreement

APPLICABLE STATUTE OR ORDINANCE: N/A

PETITION IN COMPLIANCE WITH ORDINANCE: N/A

INFORMATION: This agreement has been previously signed and is being amended to address any claim or lawsuit arising out of Task Force investigations.

The Utah County Major Crimes (UCMC) Task Force was created in the mid 1990's to initially address drug and gang problems throughout the county. The task force is a combined effort of all law enforcement agencies throughout the county to continue to address criminal and unlawful activity throughout its cities. This is accomplished by agencies contributing funds and/or personnel to meet its goals. Although we do not have officer(s) assigned specifically to the task force we do contribute monetarily and is a budgeted for each fiscal year. Our contribution allows us access to the task force when needed. In our current fiscal year 2018-19, the Lone Peak Police assessment to UCMC was \$9,140, of which Alpine City pays their portion through the budget contribution to the district. This assessment is calculated by using population numbers throughout the county. There is no additional fee as a result of the proposed changes to the agreement.

RECOMMENDATION: Approve Resolution 2019-01, accepting the changes to Section 2 of the Interlocal Cooperation Agreement with the Utah County Major Crimes Task Force, allowing the Mayor to sign the agreement along with the City Recorder, and City Attorney.

Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. **Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If 2 or more member law enforcement officers or their employing agencies become the subject of the same claim or lawsuit arising out of Task Force operations and or investigations (hereinafter Defendant(s)), no Defendant will enter into a settlement of all or a portion of the claim or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) (including their employing law enforcement agencies if the agency is not a named party) of the terms and conditions of the proposed settlement. All notified Defendant(s) (including their employing law enforcement agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to the notified Defendant(s)'s attorneys, insurers and officials necessary to evaluate the proposed settlement.**

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

RESOLUTION NO. R2019-01

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERLOCAL AGREEMENT THAT ESTABLISHES THE UTAH COUNTY MAJOR CRIME TASK FORCE

WHEREAS, Alpine City has previously entered into an interlocal agreement Utah County and participating cities which created the entity known as the Utah County Major Crimes Task Force; and

WHEREAS, the members of the Utah County Major Crimes Task Force now wish to amend that agreement regarding Section 2, Administration of Agreement; and

WHEREAS, the Utah County Major Crimes Task Force has recommended the language of the amendment to the Cities for approval; and

WHEREAS, the City Council has determined that the proposed amendment is in the best interest of the residents of the City.

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

1. The City Council of Alpine City hereby agrees to the amendment and authorizes the Mayor of the City to sign the Amended Interlocal Agreement Establishing the Utah County Major Crimes Task Force in the form as shown in Exhibit A hereto.

2. This resolution shall take effect upon confirmation by Utah County and participating cities in Utah County that have also adopted the amendment by resolution.

Passed and dated this ____ day of January, 2019.

Alpine City Mayor

Attest:

Alpine City Recorder

INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program known as the

Utah County Major Crimes Task Force

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

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

Section 1. Effective Date; Duration.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to any signing party, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of at least two of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2026. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be

allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task

Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If 2 or more member law enforcement officers or their employing agencies become the subject of the same claim or lawsuit arising out of Task Force operations and or investigations (hereinafter Defendant(s)), no Defendant will enter into a settlement of all or a portion of the claim or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) (including their employing law enforcement agencies if the agency is not a named party) of the terms and conditions of the proposed settlement. All notified Defendant(s) (including their employing law enforcement agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to the notified Defendant(s)'s attorneys, insurers and officials necessary to evaluate the proposed settlement.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and

against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a “Task Force operation.”

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member’s chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a “Task Force operation” upon the Task Force Director’s execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers’ home jurisdiction, but within the jurisdiction of a member city, the officers are

not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

Section 3. Purposes.

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

Section 4. Manner of Financing.

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

Section 5. Participation.

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

Section 6. Seizures and Forfeitures.

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be

conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

Section 7. Addition of Other Members.

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

Section 8. Termination.

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will

continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

Section 9. Manner of Holding, Acquiring, or Disposing of Property.

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

Section 10. Indemnification.

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

Section 11. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

Section 12. Severability.

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

Section 13. Governing Law.

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

Section 14. Counterparts.

This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original

Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

Section 15. Agreement Review and Updates

The Task Force Director shall review and sign this Agreement annually and submit the Agreement to the parties for updating if necessary. The Task force Director is authorized to annually sign the agreement and execute certificates, acknowledgments or other evidences of proof of review and or updating as required by applicable laws, rules or regulations.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the
_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____
Deputy Clerk/Auditor

COUNTY ATTORNEY

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

ITS:

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

DISTRICT SECRETARY

DISTRICT ATTORNEY

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

ALPINE CITY
ESCROW BOND RELEASE FORM
Release No. 1

Thru Period Ending: Jan. 1, 2019

Alpine View Estates
Location: 400 West

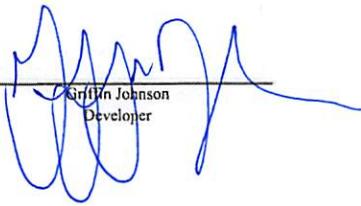
BOND HOLDER

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Description	Quantity	Units	Unit Price	Total Cost	% Completed This Period**	% Completed To Date**	Total This Period
MOBILIZATION & EARTH WORK							
Mobilization/General Conditions	1	LS @	\$20,000.00	\$20,000.00	50.0%	50.0%	\$ 10,000.00
Clear And Grub 6" ROW (To Be Spread In Lots)	3295	CY @	\$3.50	\$11,532.50	95.0%	95.0%	\$ 10,955.88
Cut And Fill ROW	22790	CY @	\$4.00	\$91,160.00	90.0%	90.0%	\$ 82,044.00
SWPPP	1	LS @	\$8,500.00	\$8,500.00	75.0%	75.0%	\$ 6,375.00
SANITARY SEWER							
Connect To Existing Sewer - Core	1	EACH @	\$1,700.00	\$1,700.00	95.0%	95.0%	\$ 1,615.00
Connect To Existing Sewer - 5' PIP Manhole	1	EACH @	\$12,100.00	\$12,100.00	0.0%	0.0%	\$ -
Install 8" Sewer Main	2,010	LF @	\$35.00	\$70,350.00	60.9%	60.9%	\$ 42,875.00
Install 4' Sewer Manholes (No Collars For Offsite)	10	EACH @	\$3,600.00	\$36,000.00	60.0%	60.0%	\$ 21,600.00
Install 5' Sewer Manholes	1	EACH @	\$4,900.00	\$4,900.00	0.0%	0.0%	\$ -
Sewer Laterals	19	EACH @	\$1,700.00	\$32,300.00	47.4%	47.4%	\$ 15,300.00
CULINARY WATER							
Connect To Existing Watermain - Hot Tap	1	EACH @	\$6,400.00	\$6,400.00	0.0%	0.0%	\$ -
Connect To Existing Watermain	1	EACH @	\$1,800.00	\$1,800.00	0.0%	0.0%	\$ -
Connect To Existing Secondary Watermain - Hot Tap	1	EACH @	\$4,200.00	\$4,200.00	0.0%	0.0%	\$ -
Connect To Existing Secondary Watermain	1	EACH @	\$1,800.00	\$1,800.00	0.0%	0.0%	\$ -
Install 8" Watermain	1,960	LF @	\$23.00	\$45,080.00	0.0%	0.0%	\$ -
Install Water Valve And Fittings	1	LS @	\$22,500.00	\$22,500.00	0.0%	0.0%	\$ -
Blow Off	1	EACH @	\$1,500.00	\$1,500.00	0.0%	0.0%	\$ -
Install Fire Hydrants	6	EACH @	\$5,200.00	\$31,200.00	0.0%	0.0%	\$ -
Water Services	19	EACH @	\$1,500.00	\$28,500.00	0.0%	0.0%	\$ -
Remove Water Service	1	EACH @	\$1,200.00	\$1,200.00	0.0%	0.0%	\$ -
STORM DRAIN							
Connect To Existing Storm Drain - Core	3	EACH @	\$1,318.63	\$3,955.89	0.0%	0.0%	\$ -
Plug Storm Drain	2	EACH @	\$950.00	\$1,900.00	0.0%	0.0%	\$ -
Remove Manhole	1	EACH @	\$1,000.00	\$1,000.00	0.0%	0.0%	\$ -
Install 15" RCP	1,240	LF @	\$38.00	\$47,120.00	0.0%	0.0%	\$ -
Install 24" RCP	70	LF @	\$58.00	\$4,060.00	0.0%	0.0%	\$ -
Install 24" ADS	795	LF @	\$53.00	\$42,135.00	0.0%	0.0%	\$ -
Install Combo Box	3	EACH @	\$6,400.00	\$19,200.00	0.0%	0.0%	\$ -
Install Storm Drain Sumps	4	EACH @	\$5,600.00	\$22,400.00	0.0%	0.0%	\$ -
Install Storm Drain Control Box	1	EACH @	\$8,700.00	\$8,700.00	0.0%	0.0%	\$ -
Install SDMH	9	EACH @	\$3,800.00	\$34,200.00	0.0%	0.0%	\$ -
Install SDCB	9	EACH @	\$2,600.00	\$23,400.00	0.0%	0.0%	\$ -
Detention Pond Earthwork	1	LS @	\$5,500.00	\$5,500.00	0.0%	0.0%	\$ -
ROADWAY IMPROVEMENTS							
24" Curb And Gutter	3,805	LF @	\$20.00	\$76,100.00	0.0%	0.0%	\$ -
Box Top Tie Ins	12	EACH @	\$350.00	\$4,200.00	0.0%	0.0%	\$ -
Sidewalk	15,010	SF @	\$6.00	\$90,060.00	0.0%	0.0%	\$ -
ADA Ramps	6	EACH @	\$1,200.00	\$7,200.00	0.0%	0.0%	\$ -
Asphalt Paving (3" Of Asphalt And 8" Of Roadbase)	69,530	SF @	\$2.10	\$146,013.00	0.0%	0.0%	\$ -
10" Structural Fill Under Roadway - Onsite Material	74,280	SF @	\$0.15	\$11,142.00	0.0%	0.0%	\$ -
Street Signs	3	EACH @	\$1,000.00	\$3,000.00	0.0%	0.0%	\$ -
PRESSURIZED IRRIGATION SYSTEM							
Install 6" Secondary Watermain	1,695	LF @	\$17.00	\$28,815.00	0.0%	0.0%	\$ -
Install 4" Secondary Watermain	265	LF @	\$14.00	\$3,710.00	0.0%	0.0%	\$ -
Install Secondary Water Valve And Fittings	1	LS @	\$13,500.00	\$13,500.00	0.0%	0.0%	\$ -
Blow Off	1	EACH @	\$2,200.00	\$2,200.00	0.0%	0.0%	\$ -
Secondary Water Services	19	EACH @	\$1,100.00	\$20,900.00	0.0%	0.0%	\$ -
PI Airvac	1	EACH @	\$2,500.00	\$2,500.00	0.0%	0.0%	\$ -
OTHER							
Street Lights	4	EACH @	\$2,500.00	\$10,000.00	0.0%	0.0%	\$ -
Mail Box and Pad	1	EACH @	\$2,500.00	\$2,500.00	0.0%	0.0%	\$ -
Trails	2,100	LF @	\$2.00	\$4,200.00	0.0%	0.0%	\$ -
Traffic Control	1	LS @	\$2,000.00	\$2,000.00	0.0%	0.0%	\$ -
Compaction Testing	1	LS @	\$7,000.00	\$7,000.00	0.0%	0.0%	\$ -
Clean, Camera, Air Testing (SD and Sewer)	1	LS @	\$5,000.00	\$5,000.00	0.0%	0.0%	\$ -
Waterline Testing, Bacteria, and Flushing	1	LS @	\$3,500.00	\$3,500.00	0.0%	0.0%	\$ -
Utility Crossings	17	EACH @	\$1,375.00	\$23,375.00	0.0%	0.0%	\$ -

BASE BID TOTAL	\$ 1,113,208.39		Previously Released: \$ -
10% Warranty Amount	\$ 111,320.84		
TOTAL BOND AMOUNT	\$ 1,224,529.23		
Total Released to Date	\$ 190,764.88		This Release: \$ 190,764.88
TOTAL BOND REMAINING	\$ 1,033,764.35		

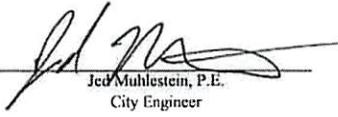
At the discretion of the city, up to 95% of the Base Bid Total may be released as partial payments and 100% of the Base Bid Total will be released at final inspection. The 10% Warranty Amount will be held for the one year warranty period.


Griffin Johnson
Developer

1-17-19
Date

Troy Stout
Mayor

Date


Jed Muhlestein, P.E.
City Engineer

1-17-19
Date

City Council
(by Charmayne Warnock - City Recorder)

Date

ALPINE CITY
 ESCROW BOND RELEASE FORM
 Paper Release

BOND HOLDER

Thru Period Ending: November 14, 2017

Note: This release is to determine, for bonding purposes, the difference between the total bond amount and the amount of improvements that have been constructed to date. Construction began on this development prior to recording the plat. The amount held by the City for the one year warranty period will be 10% of the Base Bid Total upon Final completion.

NORTH POINT VIEW PLAT B
 Location: 1000 N. Heritage Hills Drive
 Original Bond

ITEMS

	Quantity	Units	Unit Cost	Unit Total
SWPPP	1	LS	\$ 11,675.00	\$ 11,675.00
DIRT WORK	1	LS	\$ 174,650.00	\$ 174,650.00
SEWER	1	LS	\$ 138,850.00	\$ 138,850.00
CUINARY WATER	1	LS	\$ 143,523.44	\$ 143,523.44
PRESSURIZED IRRIGATION	1	LS	\$ 64,777.80	\$ 64,777.80
STORM DRAIN	1	LS	\$ 126,296.26	\$ 126,296.26
CONCRETE	1	LS	\$ 122,727.50	\$ 122,727.50
ASPHALT	1	LS	\$ 211,000.00	\$ 211,000.00
STREET LIGHTS	2	Each	\$ 2,500.00	\$ 5,000.00
MAIL BOX	1	Each	\$ 1,500.00	\$ 1,500.00
BASE BID TOTAL				\$ 1,000,000.00
10% Warranty Amount				\$ 100,000.00
TOTAL BOND AMOUNT				\$ 1,100,000.00
			Release No. 1 (paper release)	\$1,000,000.00
TOTAL BOND REMAINING/REQUIRED				\$ 100,000.00

% Completed This Period	% Completed To Date	Total
100%	100%	\$11,675.00
100%	100%	\$174,650.00
100%	100%	\$138,850.00
100%	100%	\$143,523.44
100%	100%	\$64,777.80
100%	100%	\$126,296.26
100%	100%	\$122,727.50
100%	100%	\$211,000.00
100%	100%	\$5,000.00
100%	100%	\$1,500.00
Amount Released to Date:		\$1,000,000.00

Previously Released: \$ -

This Release: **\$1,000,000.00**

** At the discretion of the city, up to 95% of the Base Bid Total may be released as partial payments and 100% of the Base Bid Total will be released at final inspection. The 10% Warranty Amount will be held for the one year warranty period.

Approved by Alpine City:

Sheldon Wimmer
 Mayor

Jed Muhlestein, P.E.
 City Engineer

City Council
 (by Charmayne Warnock - City Recorder)

Date

11.14.17
 Date

Date

RESOLUTION NO. R-2011-04

A RESOLUTION OF THE GOVERNING BODY OF ALPINE CITY ADOPTING
RULES OF PROCEDURE FOR THE PUBLIC MEETINGS OF THE CITY

WHEREAS, Utah Code Section 10-3-606 allows each city to adopt rules of procedure for its meetings; and

WHEREAS, Utah Code Section 10-3-607 allows a city to adopt rules of conduct for the members of the City council; and

WHEREAS, it is generally felt that rules of procedure and conduct will aid the city council of Alpine city to perform its functions in an efficient and public friendly manner.

NOW THEREFORE BE RESOLVED by the Governing Body of Alpine City as follows:

1. The Attached Exhibit entitled Alpine City Council Procedures is hereby adopted as the rules of procedure for conducting of all meetings of the Alpine City Council
2. This resolution shall take effect immediately upon passing.

Passed and dated this 8th day of February, 2011.

Attest:

Recorder

Mayor



ALPINE CITY COUNCIL Meeting Procedures

Recognizing that the City Council, as a legislative body, needs a systematic way of conducting its business, these rules of procedure are to provide for the orderly conduct of City business by the City Council, with the objective of providing for full, open, and comprehensive debate of issues brought before the City Council for action in a forum open to the public, and which encourages citizens' awareness of City Council activities.

These procedures do not increase or diminish the existing powers or authority of the Mayor or City Council members, as set forth in state law or local ordinance.

CITY COUNCIL MEETING AGENDA

All meetings of the Alpine City Council will have a notice and agenda that complies with the Utah Open Meetings Act

The agenda shall contain the following items and be in substantially the following form:

- I. CALL TO ORDER
 - A. ROLL CALL
 - B. PRAYER
 - C. PLEDGE OF ALLEGIANCE:
- II. PUBLIC COMMENT
- III. CONSENT CALENDAR, APPROVE MINUTES OF PREVIOUS MEETING
- IV. PUBLIC HEARING (AS NEEDED)
- V. ACTION ON PUBLIC HEARING
- VI. INVITED PRESENTATIONS
- VII. ACTION/DISCUSSION ITEMS
- VIII. STAFF REPORTS
- IX. COUNCIL COMMUNICATION
- X. EXECUTIVE SESSION (AS NEEDED)
- XI. ADJOURN

An Item may be placed on the agenda by the Mayor or at the request of any two council members.

Agenda Items must be submitted to the City Recorder at least 1day before the date of the meeting. Any item that is submitted to the City Recorder after1 day will be put on the next following meeting agenda. Requestor should notify the Mayor of the added agenda item.

ROLE OF THE MAYOR AS COUNCIL CHAIR AND OTHER COUNCIL MEMBERS:

- The Mayor shall preside at meetings of the City Council.
- Participate in discussion of all matters.
- Shall vote as a member thereof only in case of a tie or where otherwise specifically authorized to do so by state law, and shall have no power to veto.

In addition, the Mayor, as the Chair, has the primary responsibility for ensuring that the Council's rules of procedure are followed and:

- For maintaining the dignity of Council meetings.
- Calls the meeting to order and confines the discussion to the agenda.
- Recognizes Council members for motions and statements and may allow audience and staff participation at appropriate times.
- Requires knowledge of the Alpine City adopted rules of parliamentary procedure and how to apply it.
- Ensures that the Utah Open and Public Meetings Act is complied with.
- Knows how to courteously discourage Council members who talk too much or too often.
- Knows how to courteously ensure those who have the floor are not interrupted and to rule out of order those not following meeting procedures.
- Recognizes the Council member offering the motion, restates the motion, presents it to the Council for consideration, calls for the vote, announces the vote, and then announces the next order of business.

CODE OF CONDUCT FOR CITY COUNCIL AND MAYOR INCLUDES:

- Council members' remarks should always be directed to the Mayor.
- Remarks should apply to the question under debate.
- Shall avoid references to personalities, and refrain from questioning motives of other members or staff personnel.
- Demonstrate courtesy and shall not disrupt proceedings.
- Shall not use their positions to secure privileges or personal gains and shall avoid situations which could cause anyone to believe that they may have brought bias or partiality to a question before the City Council.
- Shall be dedicated to the principles of representative democracy by recognizing that the chief function of local government is to serve the best interests of the public at large while respecting individual rights.

- Shall be dedicated to the effective use of the City’s available resources.
- Shall refrain from any activity that would hinder their ability to be objective and impartial.
- City business shall be discussed in open, well-publicized meetings, except in rare situations in which Executive Sessions are authorized.

PARLIAMENTARY RULES:

The following may be referred to as the Alpine City’s Rules of Order and shall be the parliamentary rules for conducting the business of the City Council. The City Attorney will serve as the Parliamentarian, and will recommend rulings, upon request by the presiding officer, to all points of order raised during the proceedings. Each Rule is followed by a recommended Procedure and Purpose to explain the Rule and guide the Mayor and council members in its intended application.

RULE NO. 1: The meeting is governed by the agenda and the agenda constitutes the City Council's agreed-upon roadmap for the meeting.

PROCEDURE. Each agenda item can be handled by the Mayor in the following basic format:

First, the Mayor should clearly announce the agenda item number and should clearly state what the agenda item subject is.

Second, following that agenda format, the Mayor should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Mayor, a member of the City Council, a staff person, or an invited person charged with providing input on the agenda item.

Third, the Mayor should ask members of the City Council if they have any technical questions of clarification. At this point, members of the City Council may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Mayor should invite public comments if at a formal public hearing and should open the public hearing for public input. If numerous members of the public indicate a desire to speak to the subject, the Mayor may limit the time of public speakers. At the conclusion of the public comments, the Mayor should announce that the public hearing is closed. For a regularly scheduled agenda item, the Mayor may invite public comment. *Fifth,* the Mayor should invite a motion. The Mayor should announce the name of the member of the City Council who makes the motion.

Sixth, the Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member of the City Council who seconds the motion. If there is no second then the item will be deemed concluded without decision

Seventh, if the motion is made and seconded, the Mayor should make sure everyone understands the motion. This is done in one of three ways: (1) The Mayor can ask the maker of the motion to repeat it. (2) The Mayor can repeat the motion. (3) The Mayor can ask the City Recorder to repeat the motion.

Eighth, the Mayor should now invite discussion of the motion by the City Council. If there is no desired discussion, or after the discussion has ended, the Mayor should announce that the City Council will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the Mayor takes a vote. All votes for purposes of the meeting minutes shall be by roll call of the council.

Tenth, the Mayor should announce the result of the vote and should announce what action (if any) the City Council has taken.

PURPOSE OF THE RULE: All meetings must comply with the Utah Open and Public Meetings Act which requires that a notice and an agenda for a public meeting be prepared in advance of the meeting and that no final action be taken on any item that is not on the agenda. In addition the Act requires that the minutes of the meeting contain certain minimum information including the name of any member of the council speaking on an issue, the substance of what the member says, an accurate description of any action taken by the council and the voting record of each individual member of the council.

RULE NO 2: Any matter that requires a City Council decision shall be brought before the Council by motion.

PROCEDURE. The procedure for any motion shall be as follows: First, the Mayor should recognize the member of the City Council. Second, the member of the City Council makes a motion by preceding the member's desired approach with the words: "I move"

So, a typical motion might be: "I move that we give the City Attorney a raise in pay."

The Mayor usually initiates the motion by either (1) Inviting the members of the City Council to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the City Council. "A motion would be in order that we give the City Attorney a raise in pay." (3) Making the motion. As noted, the Mayor has every right as a member of the City Council to make a motion, but should normally do so only if the Mayor wishes to make a motion on an item but is convinced that no other member of the City Council is willing to step forward to do so at a particular time. (4) Reading a motion suggested by the City Staff.

PURPOSE OF THE RULE. The purpose of this rule is to limit items under discussion to those and only those that the council members want to discuss; give clarity as to what is being decided; and to make sure everyone, including the person

taking the minutes actually knows and can remember what the ultimate outcome of any discussion and debate is.

RULE NO 3: One question at a time and one speaker at a time.

PROCEDURE: Only one question will be discussed at a time. The question may have several motions.

There will only be one speaker at a time. Anyone who wishes to speak must raise their hand first after the current speaker finishes. The Mayor will call upon the person by name. Once a member has been recognized, he has been granted “the floor” and may begin speaking. The speaker may not be interrupted except as allowed by these rules.

If a councilmember wishes to ask a question during their time and retain the floor to speak after the question has been answered they may indicate so before posing the question by saying something similar to “I have additional comments and wish to retain the floor after this question has been answered.”

PURPOSE OF THE RULE. The purpose is to focus on only one question and to allow council members the ability to express their points of consideration without losing their train of thought and to completely finish without fear of interruption.

RULE NO 4: The Mayor may use General Consent (also known as Unanimous Consent) with all motions except those motions where the votes are used for purposes of the meeting minutes and require a roll call of the council.

PROCEDURE: When the Mayor feels the council is all in agreement, the Mayor asks if there are any objections to the motion to amend, withdraw, or any motions in Rule No. 7. The Mayor pauses and if there are no objections states that the motion is approved. If there is any objection then the motion is put to a regular vote. A council member may object simply because he or she feels it is important to have a formal vote.

Example: The Mayor states, “If there is no objection, we will recess for 10 minutes, [pause to see if any member objects]. There being no objection, we will recess for 10 minutes.

If a member objects by stating, “I object” the matter is then put to a vote.

The Mayor states, “An objection being made, the question is shall we recess for 10 minutes? As many as are in favor, say Aye. Those opposed, say No. The Ayes have it and we will recess for 10 minutes.”

PURPOSE OF THE RULE. General consent is helpful in expediting general routine business or when the Mayor senses the council is in agreement. General consent allows flexibility of the rules while protecting the right of the majority to decide and the minority to be heard.

RULE NO 5: There are only three basic forms of motions allowed: Initial Motions, Motions to Amend, and Substitute Motions.

PROCEDURE: The initial motion. The initial motion is the one that puts forward an item for the City Council's consideration. An initial motion might be: "I move that we give the City Attorney a pat on the back."

The motion to amend. If a member wants to change the initial motion that is before the City Council, they would move to amend it. A motion to amend might be: "I move that we amend the motion to give the attorney a kick in the butt." A motion to amend takes the initial motion which is before the City Council and seeks to change it in some way. The motion to amend must be germane to the initial motion. The motion to amend must not be the same as a negative vote on the initial motion.

The substitute motion. If a member wants to completely do away with the initial motion that is before the City Council, and put a new motion before the City Council, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we get a new City Attorney."

PURPOSE OF THE RULE. "Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the Mayor. So that if a member makes what that member calls a "motion to amend", but the Mayor determines that it is really a "substitute motion", then the Mayor's designation governs.

RULE NO 6. There can be up to three motions on the floor at the same time and no more than three. The Mayor can reject a fourth motion until the Mayor has dealt with the three that are on the floor and has resolved them.

PROCEDURE: When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to give the City Attorney a pat on the back." During the discussion of this motion, a member might make a second motion to "amend the main motion to give the City Attorney a kick in the butt." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we just get rid of the City Attorney." The proper procedure would be as follows:

First, the Mayor would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the City Council of the third motion (the

substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Mayor would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Mayor would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the City Attorney be kicked in the butt). If the motion to amend passed the Mayor would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Mayor would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Mayor would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (pat on the back), or, if amended, would be in its amended format (kick in the butt). And the question on the floor for discussion and decision would be what part of the City Attorney's anatomy would be subject to assault.

PURPOSE OF THE RULE: Too many motions on the same subject can cause confusion as to what the end result is and in the official record. Limiting the number of motions to no more than three at a time, allows for enough debate and parliamentary maneuvering to satisfy those who want to be clever while allowing the slow to still keep up.

RULE NO 7: The debate can continue as long as members of the City Council wish to discuss an item, subject to the Mayor determining it is time to move on and take action by using General Consent to limit debate or by a proper motion by a council member to limit the debate. The following motions are not debatable—a motion to adjourn; a motion to recess; a motion to fix a time to adjourn; a motion to table; and a motion to limit debate.

PROCEDURE. There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the City Council to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Mayor must immediately call for a vote of the City Council without debate on the motion):

A motion to adjourn. This motion, if passed, requires the City Council to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

A motion to recess. This motion, if passed, requires the City Council to immediately take a recess. The length should be set in the motion which may be a few minutes or an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the City Council to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the City Council: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case the matter will not be placed back on an agenda for a future city council meeting except at the order of the Mayor or the request of any two council members. A motion to table an item requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the City Council makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Mayor should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a simple majority vote of the City Council.

PURPOSE OF THE RULE. Debate and discussion are important until they are not. When a matter is chewed on enough it should be swallowed. This rule allows the Mayor by General Consent or the majority of the council to end the debate, after a reasonable time. It also keeps those in a minority position on an issue from filibustering until they get their way.

RULE NO 8: Three yes votes are required to pass any item before the council with limited exceptions. A motion to go into close session (executive session) requires a 2/3 vote of the members present. The mayor is entitled to vote in cases of a tie and where specifically allowed by state law.

PROCEDURE. If the mayor and all five members of the council are present, a vote of 3-2 passes the motion. A vote of 2-2 with one abstention means the motion fails. If one member is absent and the vote is 2-2, the mayor is entitled to vote.

PURPOSE OF THE RULE. Utah statutes set out both the number of the quorum and the minimum vote required on any issue. This rule is meant to clarify that when the entire council is present and voting then it is not a tie when one member abstains. If however the member is absent from the meeting for any reason and the vote is 2-2 then it may be a tie and the mayor may vote as allowed by state statute.

RULE NO 9: A motion to reconsider any item requires a majority vote to pass, but there are special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the City Council if the item is properly on the agenda. In addition, a motion to reconsider cannot be made at a special meeting of the Council unless the number of members of the council present at the special meeting equals or exceeds the number present at the meeting when the action was approved. Second, a motion to reconsider can only be made by a member who voted in the majority on the original motion.

PROCEDURE. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the City Council may second the motion).

If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order.

PURPOSE OF THE RULE. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the City Council again and again. That would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the City Council, and a new initial motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

RULE NO 10: The Mayor and council members shall adhere to the code of conduct.

PROCEDURE. The Mayor, as chair of the meeting, is primarily responsible to see that debate and discussion of an agenda item focuses on the agenda item and the policy in question, not the personalities of the members of the City Council. There are, however, exceptions that are intended to assist the Mayor in keeping order to the meeting. A speaker may be interrupted by a council member only for the following reasons and in the form set forth below:

Privilege. The proper interruption would be: "point of privilege." The Mayor would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort or safety of the meeting or when the reputation of the council or any individual is at stake. For example, the room may be too hot or too cold, a blowing fan might interfere with a person's ability to hear, or the speaker may be misrepresenting an individual's remarks

Order. The proper interruption would be: "point of order." Again, the Mayor would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Mayor makes a ruling that a member of the City Council disagrees with, that member may appeal the ruling of the Mayor. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Mayor is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the City Council has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Mayor discovers that the agenda has not been followed, the Mayor simply reminds the City Council to return to the agenda item properly before them. If the Mayor fails to do so, the Mayor's determination may be appealed.

Withdraw a motion. To withdraw a motion, the maker of the motion on the floor states, "I request that my motion be withdrawn." The motion to withdraw a motion requires a simple majority vote.

PURPOSE OF THE RULE. Debate and discussion should be focused, but free and open. In the interest of time, the Mayor may, however, limit the time allotted to speakers, including members of the City Council. A council member may continue speaking on a majority vote of the Council. The rules of order are meant to create an atmosphere where the members of the City Council and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Mayor and the members of the City Council to maintain common courtesy and decorum. Only one person at a time will have the floor and every speaker must be recognized by the Mayor before proceeding to speak.

RESIDENTS' RIGHT TO BE HEARD:

It is the Council's goal that residents of the City resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that residents may from time to time believe it is necessary to speak to City Council on matters of concern. Accordingly, the City Council expects any person presenting to the city council to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- No member of the public shall be heard until recognized by the Mayor.
- Public comments will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing or a member of the public is asked to speak on a matter by the mayor.
- Speakers must state their name and address for the record.
- Any resident requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes unless prior approval by the Mayor.
- If a representative is elected to speak for a group, the Mayor may approve an increased time allotment.
- Personal attacks made publicly toward any person or city employee are not allowed. Speakers are encouraged to bring their complaints regarding employee performance through the supervisory chain of command in accordance with the City's Personnel Policies.
- Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing City Council, shall be deemed to have disrupted a public meeting and, at the direction of the Mayor, shall be removed from Council chambers by Police Department personnel or other agent designated by City Council or City Manager.

Budget Report for December 2018

Alpine City - General Fund FY 2018/2019 Budget

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Taxes				
Property taxes	\$ 1,300,000	\$ 1,179,649	91%	\$ 1,300,000
Redemption taxes	140,000	7,335	5%	140,000
Sales tax	1,200,000	456,223	38%	1,200,000
Motor vehicle taxes	106,000	46,967	44%	106,000
Franchise fees	650,000	226,616	35%	650,000
Penalties & interest on delinquent	6,000	316	5%	6,000
Total Taxes	\$ 3,402,000	\$ 1,917,106	56%	\$ 3,402,000
License and Permits				
Business licensed & fees	\$ 22,000	\$ 2,015	9%	\$ 22,000
Plan check fees	160,000	84,695	53%	160,000
Building permits	300,000	152,640	51%	300,000
Building permit assessment	2,500	1,467	59%	2,500
Total License and Permits	\$ 484,500	\$ 240,817	50%	\$ 484,500
Intergovernmental Revenue				
Municipal recreation grant	\$ 5,400	\$ 5,357	99%	\$ 5,400
Total Intergovernmental	\$ 5,400	\$ 5,357	99%	\$ 5,400
Charges For Service				
Zoning & subdivision fees	\$ 15,000	\$ 3,576	24%	\$ 15,000
Annexation applications	500	-	0%	500
Sale of maps and publications	50	60	120%	100
Public safety district rental	38,516	48,145	125%	50,000
Waste collections sales	505,000	295,102	58%	505,000
Youth council	-	49	100%	100
Sale of cemetery lots	7,500	4,186	56%	7,500
Burial fees	43,500	24,400	56%	43,500
Total Charges for Service	\$ 610,066	\$ 375,518	62%	\$ 621,700
Fines and Forfeitures				
Fines	\$ 45,000	\$ 18,687	42%	\$ 45,000
Other fines	10,000	15,968	160%	16,000
Traffic school	500	7,303	1461%	8,500
Total Fines and Forfeitures	\$ 55,500	\$ 41,958	76%	\$ 69,500
Rents & Other Revenues				
Recycling	\$ -	\$ -	0%	\$ -
Rents & concessions	58,000	14,005	24%	58,000
Sale of City land	-	-	0%	-
Total Rents & Other Revenues	\$ 58,000	\$ 14,005	24%	\$ 58,000

Alpine City - General Fund-Continued
FY 2018/2019 Budget

Revenues-continued	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Interest & Misc Revenues				
Interest earnings	\$ 40,000	\$ 204,451	511%	\$ 42,500
Alpine Days revenue	75,000	70,990	95%	75,000
Rodeo revenue	20,000	26,049	130%	27,500
Bicentennial books	500	120	24%	500
Sundry revenues	25,000	21,624	86%	25,000
Total Miscellaneous Revenues	\$ 160,500	\$ 323,234	201%	\$ 170,500
Transfers & Contributions				
Fund balance appropriation	\$ 386,539	\$ -	0%	\$ 386,539
Contribution for paramedic	30,000	15,788	53%	30,000
Total Contributions & Transfers	\$ 416,539	\$ 15,788	4%	\$ 416,539
Total General Fund Revenues	\$ 5,192,505	\$ 2,933,783	57%	\$ 5,228,139

**Alpine City - General Fund-Continued
FY 2018/2019 Budget**

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Administration	\$ 436,450	\$ 233,548	54%	\$ 436,450
Court	85,200	51,999	61%	85,200
Treasurer	39,550	24,068	61%	39,550
Elections	500	-	0%	500
Government Buildings	93,400	19,218	21%	93,400
Emergency Services	1,986,305	1,155,099	58%	1,986,305
Building Inspection	162,000	71,955	44%	162,000
Planning & Zoning	213,950	97,095	45%	213,950
Streets	598,850	217,780	36%	598,850
Parks & Recreation	431,450	283,129	66%	431,450
Cemetery	156,900	71,121	45%	156,900
Garbage	471,950	245,742	52%	471,950
Miscellaneous	516,000	4,442	1%	516,000
Total General Fund Expenditures	\$ 5,192,505	\$ 2,475,196	48%	\$ 5,192,505
Surplus/(Deficit)	\$ -	\$ 458,587		\$ 35,634
Fund Balance Beginning of Year				\$ 566,947
Projected Surplus/(Deficit)				\$ 35,634
Appropriate fund balance\Reserves				\$ (386,539)
Ending Fund Balance				\$ 216,042
Fund Balance Percentage				
General Fund Balance per state law needs to between 5% and 25% (Current projected fund balance)				4.16%

CLASS C ROADS
FY 2018/2019 Budget

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Interest earnings	\$ -	\$ -	0%	\$ -
Class "B&C" Road allotment	400,000	154,784	39%	400,000
Appropriation of fund balance	250,000	-	0%	250,000
Total Revenues	\$ 650,000	\$ 154,784	24%	\$ 650,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Miscellaneous	\$ -	-	0%	\$ -
Class "B&C" road projects	650,000	301,929	46%	650,000
Reserves	-	-	0%	-
Total Capital Expenditures	\$ 650,000	\$ 301,929	46%	\$ 650,000
Surplus/(Deficit)	\$ -	\$ (147,145)		\$ -

Fund Balance Beginning of Year	\$ 910,666
Projected Surplus/(Deficit)	\$ -
Appropriate fund balance\Reserves	\$ (250,000)
Ending Fund Balance	\$ 660,666

**Recreation Impact Fee Funds
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Recreation facility fees	\$ 125,000	\$ 8,064	6%	\$ 125,000
Interest earnings	5,000	-	0%	5,000
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 130,000	\$ 8,064	6%	\$ 130,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Park system	\$ 130,000	-	0%	\$ 130,000
Miscellaneous	-	-	0%	-
Total Capital Expenditures	\$ 130,000	\$ -	0%	\$ 130,000
Surplus/(Deficit)	\$ -	\$ 8,064		\$ -

Fund Balance Beginning of Year **\$ 704,727**

Projected Surplus/(Deficit) **\$ -**

Appropriate fund balance\Reserves **\$ -**

Ending Fund Balance **\$ 704,727**

**Impact Fee Funds Streets
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Streets & transportation fees	\$ 105,000	\$ 3,550	3%	\$ 105,000
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 105,000	\$ 3,550	3%	\$ 105,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Streets & transport	\$ 105,000	-	0%	\$ 105,000
Reserves	-	-	0%	-
Total Capital Expenditures	\$ 105,000	\$ -	0%	\$ 105,000
Surplus/(Deficit)	\$ -	\$ 3,550		\$ -

Fund Balance Beginning of Year \$ 258,685

Projected Surplus/(Deficit) \$ -

Appropriate fund balance\Reserves \$ -

Ending Fund Balance \$ 258,685

**Alpine City - Capital Projects Fund
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Interest revenue	\$ 9,000	\$ 540	6%	\$ 9,000
Transfer from General Fund	500,000	-	0%	500,000
Contributions from builders	-	-	0%	-
Fund Balance appropriation	1,042,500	-	0%	1,042,500
Total Revenues	\$ 1,551,500	\$ 540	0%	\$ 1,551,500

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Capital outlay other	\$ 1,142,000	67,232	6%	\$ 1,142,000
Capital outlay buildings	375,000	-	0%	375,000
Capital outlay equipment	34,500	-	0%	34,500
Total Capital Expenditures	\$ 1,551,500	\$ 67,232	4%	\$ 1,551,500

Surplus/(Deficit)	\$ -	\$ (66,692)		\$ -
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Fund Balance Beginning of Year				\$ 2,463,379
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Projected Surplus/(Deficit)				\$ -
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Appropriate fund balance\Reserves				\$ (1,042,500)
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Ending Fund Balance				\$ 1,420,879
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**Alpine City - Water Utility
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Operating Revenues				
Metered water sales	\$ 600,000	\$ 365,384	61%	\$ 600,000
Other water revenue	5,000	4,579	92%	5,000
Water connection fee	5,000	7,945	159%	10,000
Penalties	5,500	-	0%	5,500
Total Miscellaneous Revenues	\$ 615,500	\$ 377,908	61%	\$ 620,500
Miscellaneous				
Interest earned	\$ 21,000	\$ -	0%	\$ 21,000
Appropriated fund balance	301,275	-	0%	301,275
Total Utility Revenue	\$ 322,275	\$ -	0%	\$ 322,275
Total Utility Fund Revenues	\$ 937,775	\$ 377,908	40%	\$ 942,775

Expenses	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Water operating	\$ 597,650	\$ 192,581	32%	597,650
Depreciation	255,000	-	0%	255,000
Capital outlay- Buildings	50,000	-	0%	50,000
Capital outlay- Improvements	25,000	23,155	93%	25,000
Capital outlay- Equipment	10,125	3,125	31%	10,125
Total Utility Fund Expenses	\$ 937,775	\$ 218,861	23%	\$ 937,775
Surplus/(Deficit)	\$ -	\$ 159,047		\$ 5,000

Cash Balance Beginning of Year	\$ 2,354,980
Surplus/(Deficit)	\$ 5,000
Appropriate fund balance/Reserves	\$ (301,275)
Ending Cash Balance	\$ 2,058,705

**Impact Fee Funds Water Impact Fees
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Water Impact Fees	\$ 70,000	\$ 38,182	55%	\$ 70,000
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 70,000	\$ 38,182	55%	\$ 70,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	Target Percent Target	Year End Projected Amount
Impact fee projects	\$ 70,000	77	0%	\$ 70,000
To reserves	-	-	0%	-
Total Capital Expenditures	\$ 70,000	\$ 77	0%	\$ 70,000
Surplus/(Deficit)	\$ -	\$ 38,105		\$ -

Fund Balance Beginning of Year **\$ 292,554**

Projected Surplus/(Deficit) **\$ -**

Appropriate fund balance\Reserves **\$ -**

Ending Fund Balance **\$ 292,554**

**Alpine City - Sewer Utility
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Operating Revenues				
Sewer system sales	\$ 1,025,000	\$ 505,092	49%	\$ 1,025,000
Other revenue	10,000	-	0%	10,000
Sewer connection fee	5,000	2,750	55%	5,000
Total Miscellaneous Revenues	\$ 1,040,000	\$ 507,842	49%	\$ 1,040,000
Miscellaneous				
Interest earned	\$ 12,000	\$ -	0%	\$ 12,000
Appropriated fund balance	27,975	-	0%	27,975
Total Utility Revenue	\$ 39,975	\$ -	0%	\$ 39,975
Total Utility Fund Revenues	\$ 1,079,975	\$ 507,842	47%	\$ 1,079,975

Expenses	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Sewer operating	\$ 868,850	\$ 362,860	42%	874,700
Depreciation	130,000	-	0%	130,000
Capital outlay- Improvements	65,000	-	0%	65,000
Capital outlay- Equipment	16,125	3,125	19%	10,125
Total Utility Fund Expenses	\$ 1,079,975	\$ 365,985	34%	\$ 1,079,825
Surplus/(Deficit)	\$ -	\$ 141,857		\$ 150
Cash Balance Beginning of Year				\$ 2,158,248
Surplus/(Deficit)				\$ 150.00
Appropriate fund balance/Reserves				\$ (27,975)
Ending Cash Balance				\$ 2,130,423

**Alpine City - Sewer Impact fee funds
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Sewer Impact Fees	\$ 20,000	\$ 9,360	47%	\$ 20,000
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 20,000	\$ 9,360	47%	\$ 20,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Sewer Impact fee projects	\$ 20,000	-	0%	\$ 20,000
To reserves	-	-	0%	-
Total Capital Expenditures	\$ 20,000	\$ -	0%	\$ 20,000
Surplus/(Deficit)	\$ -	\$ 9,360		\$ -

Fund Balance Beginning of Year \$ 57,177

Projected Surplus/(Deficit) \$ -

Appropriate fund balance\Reserves \$ -

Ending Fund Balance \$ 57,177

**Alpine City - PI Fund
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Operating Revenues				
Irrigation water sales	\$ 875,000	\$ 458,336	52%	\$ 875,000
Other revenue	1,000	550	55%	1,000
PI connection fee	2,500	7,585	303%	10,000
PI Grant project	-	450,068	100%	500,000
Total Miscellaneous Revenues	\$ 878,500	\$ 916,539	104%	\$ 1,386,000
Miscellaneous				
Interest earned	\$ 14,000	\$ 1,014	7%	\$ 14,000
Appropriated fund balance	631,452	-	0%	631,452
Total Utility Revenue	\$ 645,452	\$ 1,014	0%	\$ 645,452
Total Utility Fund Revenues	\$ 1,523,952	\$ 917,553	60%	\$ 2,031,452

Expenses	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
PI operating	\$ 521,450	\$ 364,884	70%	521,450
Depreciation	223,704	-	0%	223,704
Capital outlay	-	54,182	100%	60,000
Capital outlay- Equipment	10,125	3,125	31%	10,125
Irrigation meter replacement	300,000	892,859	298%	900,000
Bond costs	4,500	2,000	44%	4,500
Debt Service	464,173	416,924	90%	464,173
Total Utility Fund Expenses	\$ 1,523,952	\$ 1,733,974	114%	\$ 2,183,952
Surplus/(Deficit)	\$ -	\$ (816,421)		\$ (152,500)

Cash Balance Beginning of Year	\$ 2,502,096
Surplus/(Deficit)	\$ (152,500)
Appropriate fund balance\Reserves	\$ (631,452)
Ending Cash Balance	\$ 1,718,144

Alpine City - Pressure Irrigation Impact fee funds
FY 2018/2019 Budget

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
PI Impact Fees	\$ 75,000	\$ 46,431	62%	\$ 75,000
Interest earnings	-	-	0%	-
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 75,000	\$ 46,431	62%	\$ 75,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
PI Impact fee projects	\$ 75,000	-	0%	\$ 75,000
To reserves	-	-	0%	-
Total Capital Expenditures	\$ 75,000	\$ -	0%	\$ 75,000
Surplus/(Deficit)	\$ -	\$ 46,431		\$ -

Fund Balance Beginning of Year	\$ 88,682
Projected Surplus/(Deficit)	\$ -
Appropriate fund balance\Reserves	\$ -
Ending Fund Balance	\$ 88,682

Alpine City - Storm Drain Fund
FY 2018/2019 Budget

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Operating Revenues				
Storm drain revenue	\$ 165,000	\$ 85,548	52%	\$ 165,000
Other revenue	1,000	-	0%	1,000
SWPP fee	10,000	5,700	57%	10,000
Storm drain impact fee	-	-	0%	-
Total Miscellaneous Revenues	\$ 176,000	\$ 91,248	52%	\$ 176,000
Miscellaneous				
Interest earned	\$ 4,000	\$ -	0%	\$ 4,000
Appropriated fund balance	101,100	-	0%	101,100
Total Utility Revenue	\$ 105,100	\$ -	0%	\$ 105,100
Total Utility Fund Revenues	\$ 281,100	\$ 91,248	32%	\$ 281,100

Expenses	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
SD operating	\$ 97,600	\$ 50,664	52%	97,600
Depreciation	83,500	-	0%	83,500
Capital outlay	100,000	1,086	1%	100,000
Total Utility Fund Expenses	\$ 281,100	\$ 51,750	18%	\$ 281,100
Surplus/(Deficit)	\$ -	\$ 39,498		\$ -

Cash Balance Beginning of Year	\$ 592,761
Surplus/(Deficit)	\$ -
Appropriate fund balance/Reserves	\$ (101,100)
Ending Cash Balance	\$ 491,661

**Alpine City - Storm Drain Impact fee funds
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	Target Percent Target	Year End Projected Amount
SD Impact Fees	\$ 65,000	\$ 2,400	4%	\$ 65,000
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 65,000	\$ 2,400	4%	\$ 65,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	Target Percent Target	Year End Projected Amount
SD Impact fee projects	\$ 65,000	60,590	93%	\$ 65,000
To reserves	-	-	0%	-
Total Capital Expenditures	\$ 65,000	\$ 60,590	93%	\$ 65,000
Surplus/(Deficit)	\$ -	\$ (58,190)		\$ -

Fund Balance Beginning of Year	\$ 227,552
Projected Surplus/(Deficit)	\$ -
Appropriate fund balance\Reserves	\$ -
Ending Fund Balance	\$ 227,552

**Alpine City - Trust & Agency Fund
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Interest revenue	\$ 1,000	\$ -	0%	\$ 1,000
Total Revenues	\$ 1,000	\$ -	0%	\$ 1,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Interest expense	\$ 1,000	-	0%	\$ 1,000
Total Expenditures	\$ 1,000	\$ -	0%	\$ 1,000
Surplus/(Deficit)	\$ -	\$ -		\$ -

Fund Balance Beginning of Year	\$ 42,853
Projected Surplus/(Deficit)	\$ -
Appropriate fund balance\Reserves	\$ -
Ending Fund Balance	\$ 42,853

**Alpine City - Cemetery Perpetual Fund
FY 2018/2019 Budget**

Revenues	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Cemetery lot payments	\$ 13,000	\$ 12,559	97%	\$ 13,000
Upright Monument	2,500	675	27%	2,500
Interest revenues	2,500	-	0%	2,500
Total Revenues	\$ 18,000	\$ 13,234	74%	\$ 18,000

Expenditures	Budget FY 2019	Actual To Date FY 2019	50.0% Percent Target	Year End Projected Amount
Cemetery expenses	\$ 18,000	9,850	55%	\$ 18,000
Total Expenses	\$ 18,000	\$ 9,850	55%	\$ 18,000
Surplus/(Deficit)	\$ -	\$ 3,384		\$ -

Fund Balance Beginning of Year	\$ 614,030
Projected Surplus/(Deficit)	\$ -
Appropriate fund balance\Reserves	\$ -
Ending Fund Balance	\$ 614,030

ALPINE CITY CORPORATION
 COMBINED CASH INVESTMENT
 DECEMBER 31, 2018

COMBINED CASH ACCOUNTS

01-1111	CASH IN BANK, AMERICAN FORK	209,800.68
01-1112	XPRESS BILL PAY	1,816.89
01-1131	PETTY CASH	1,000.00
01-1154	SAVINGS PTIF #158	15,808,459.92
		16,021,077.49
	TOTAL COMBINED CASH	16,021,077.49
01-1190	CASH - ALLOCATION TO OTHER FUN	(16,021,077.49)
		.00
	TOTAL GENERAL FUND CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,395,529.94
11	ALLOCATION TO CLASS C ROADS	763,521.14
15	ALLOCATION TO RECREATION IMPACT FEES	712,790.99
16	ALLOCATION TO STREET IMPACT FEES	262,234.58
45	ALLOCATION TO CAPITAL IMPROVEMENTS FUND	3,464,789.64
51	ALLOCATION TO WATER FUND	2,487,186.37
52	ALLOCATION TO SEWER FUND	2,203,316.59
55	ALLOCATION TO PRESSURIZED IRRIGATION FUND	1,620,558.59
56	ALLOCATION TO STORM DRAIN FUND	616,222.51
70	ALLOCATION TO TRUST AND AGENCY FUND	175,841.18
71	ALLOCATION TO CEMETERY PERPETUAL CARE FUND	617,414.49
81	ALLOCATION TO WATER IMPACT FEES	330,659.43
82	ALLOCATION TO SEWER IMPACT FEES	66,537.52
85	ALLOCATION TO PI IMPACT FEES	135,112.99
86	ALLOCATION TO STORM DRAIN IMPACT FEES	169,361.53
		16,021,077.49
	TOTAL ALLOCATIONS TO OTHER FUNDS	16,021,077.49
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(16,021,077.49)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

ALPINE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2018

GENERAL FUND

ASSETS

10-1190	CASH - ALLOCATION TO OTHER FUN	2,395,529.94	
10-1309	DEFERRED PROPERTY TAXES REC	1,259,956.68	
10-1311	ACCOUNTS RECEIVABLE	58,292.53	
10-1341	ACCRUED TAXES & FEE RECEIVABLE	17,546.11	
	TOTAL ASSETS		<u><u>3,731,325.26</u></u>

LIABILITIES AND EQUITYLIABILITIES

10-2131	ACCOUNTS PAYABLE	88.98	
10-2211	WAGES PAYABLE	8,584.30	
10-2221	FICA PAYABLE	(6,226.60)	
10-2222	FEDERAL WITHHOLDING PAYABLE	(1,960.18)	
10-2223	STATE WITHHOLDING PAYABLE	(102.95)	
10-2225	ULGT PAYABLE	(7,153.66)	
10-2227	RETIREMENT PAYABLE EMPLOYEES	(11,073.76)	
10-2229	WORKERS COMP PAYABLE	7,680.52	
10-2400	UNEARNED REVENUE	1,259,956.00	
10-2500	PENDING LAWSUIT	1,456,000.00	
	TOTAL LIABILITIES		2,705,792.65

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2980	BALANCE BEGINNING OF YEAR	566,946.65	
	REVENUE OVER EXPENDITURES - YTD	458,585.96	
	BALANCE - CURRENT DATE	1,025,532.61	
	TOTAL FUND EQUITY		<u><u>1,025,532.61</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>3,731,325.26</u></u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10	993,010.83	1,179,649.25	1,300,000.00	120,350.75	90.7
10-31-20	2,272.05	7,335.48	140,000.00	132,664.52	5.2
10-31-30	102,685.96	456,222.52	1,200,000.00	743,777.48	38.0
10-31-31	7,839.17	46,967.14	106,000.00	59,032.86	44.3
10-31-40	37,822.51	226,615.36	650,000.00	423,384.64	34.9
10-31-90	119.45	315.46	6,000.00	5,684.54	5.3
	<u>1,143,749.97</u>	<u>1,917,105.21</u>	<u>3,402,000.00</u>	<u>1,484,894.79</u>	<u>56.4</u>
<u>LICENSES AND PERMITS</u>					
10-32-10	275.00	2,015.00	22,000.00	19,985.00	9.2
10-32-20	1,782.00	84,694.75	160,000.00	75,305.25	52.9
10-32-21	1,932.00	152,640.27	300,000.00	147,359.73	50.9
10-32-22	9.07	1,466.56	2,500.00	1,033.44	58.7
	<u>3,998.07</u>	<u>240,816.58</u>	<u>484,500.00</u>	<u>243,683.42</u>	<u>49.7</u>
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-42	.00	.00	5,400.00	5,400.00	.0
10-33-58	5,357.51	5,357.51	.00	(5,357.51)	.0
	<u>5,357.51</u>	<u>5,357.51</u>	<u>5,400.00</u>	<u>42.49</u>	<u>99.2</u>
<u>CHARGES FOR SERVICES</u>					
10-34-13	356.00	3,576.00	15,000.00	11,424.00	23.8
10-34-14	.00	.00	500.00	500.00	.0
10-34-15	.00	60.00	50.00	(10.00)	120.0
10-34-22	.00	48,145.00	38,516.00	(9,629.00)	125.0
10-34-40	49,427.86	295,102.13	505,000.00	209,897.87	58.4
10-34-69	.00	49.25	.00	(49.25)	.0
10-34-81	985.00	4,186.25	7,500.00	3,313.75	55.8
10-34-83	4,850.00	24,400.00	43,500.00	19,100.00	56.1
	<u>55,618.86</u>	<u>375,518.63</u>	<u>610,066.00</u>	<u>234,547.37</u>	<u>61.6</u>
<u>FINES AND FORFEITURES</u>					
10-35-10	.00	18,686.80	45,000.00	26,313.20	41.5
10-35-15	5,248.82	15,967.81	10,000.00	(5,967.81)	159.7
10-35-16	.00	7,302.71	500.00	(6,802.71)	1460.5
	<u>5,248.82</u>	<u>41,957.32</u>	<u>55,500.00</u>	<u>13,542.68</u>	<u>75.6</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>RENTS AND OTHER REVENUE</u>						
10-36-20	RENTS AND CONCESSIONS	25.00	14,005.00	58,000.00	43,995.00	24.2
	TOTAL RENTS AND OTHER REVENUE	25.00	14,005.00	58,000.00	43,995.00	24.2
<u>INTEREST AND MISC REVENUE</u>						
10-38-10	INTEREST EARNINGS	36,616.08	204,450.99	40,000.00	(164,450.99)	511.1
10-38-17	ALPINE DAYS REVENUE	8.00	70,990.11	75,000.00	4,009.89	94.7
10-38-18	RODEO REVENUE	2,000.00	26,049.00	20,000.00	(6,049.00)	130.3
10-38-50	BICENTENNIAL BOOKS	40.00	120.00	500.00	380.00	24.0
10-38-90	SUNDRY REVENUES	504.60	21,624.43	25,000.00	3,375.57	86.5
	TOTAL INTEREST AND MISC REVENUE	39,168.68	323,234.53	160,500.00	(162,734.53)	201.4
<u>TRANSFERS AND CONTRIBUTIONS</u>						
10-39-10	FUND BALANCE APPROPRIATION	.00	.00	386,539.00	386,539.00	.0
10-39-20	CONTRIBUTION FOR PARAMEDIC	2,641.56	15,788.33	30,000.00	14,211.67	52.6
	TOTAL TRANSFERS AND CONTRIBUTIONS	2,641.56	15,788.33	416,539.00	400,750.67	3.8
	TOTAL FUND REVENUE	1,255,808.47	2,933,783.11	5,192,505.00	2,258,721.89	56.5

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-41-11 SALARIES & WAGES	20,736.60	95,005.25	221,750.00	126,744.75	42.8
10-41-13 EMPLOYEE BENEFITS	7,883.97	41,056.12	94,350.00	53,293.88	43.5
10-41-14 OVERTIME WAGES	79.50	135.15	1,500.00	1,364.85	9.0
10-41-21 BOOKS, SUBSCRIPTIONS & MEMBERS	738.31	2,947.12	18,000.00	15,052.88	16.4
10-41-22 PUBLIC NOTICES	74.61	415.32	4,500.00	4,084.68	9.2
10-41-23 TRAVEL	46.87	219.09	2,500.00	2,280.91	8.8
10-41-24 OFFICE SUPPLIES & POSTAGE	250.34	6,657.62	20,000.00	13,342.38	33.3
10-41-25 EQUIPMENT - SUPPLIES & MAINTEN	87.60	306.60	1,500.00	1,193.40	20.4
10-41-28 TELEPHONE	503.67	2,792.25	4,500.00	1,707.75	62.1
10-41-30 PROFESSIONAL SERVICES	1,000.00	65,609.70	30,000.00	(35,609.70)	218.7
10-41-33 EDUCATION	360.00	360.00	150.00	(210.00)	240.0
10-41-46 COUNCIL DISCRETIONARY FUND	1,632.99	5,615.15	15,000.00	9,384.85	37.4
10-41-47 MAYOR DISCRETIONARY FUND	110.33	467.33	8,000.00	7,532.67	5.8
10-41-51 INSURANCE	.00	8,723.55	10,200.00	1,476.45	85.5
10-41-63 OTHER SERVICES	345.00	345.00	500.00	155.00	69.0
10-41-64 OTHER EXPENSES	107.98	2,892.53	4,000.00	1,107.47	72.3
TOTAL ADMINISTRATION	33,957.77	233,547.78	436,450.00	202,902.22	53.5
<u>COURT</u>					
10-42-24 OFFICE EXPENSE & POSTAGE	3,252.29	23,551.99	25,000.00	1,448.01	94.2
10-42-31 PROFESSIONAL SERVICES	2,417.06	16,637.75	40,000.00	23,362.25	41.6
10-42-40 WITNESS FEES	.00	.00	200.00	200.00	.0
10-42-46 VICTIM REPARATION ASSESSMENT	1,966.96	11,809.25	20,000.00	8,190.75	59.1
TOTAL COURT	7,636.31	51,998.99	85,200.00	33,201.01	61.0
<u>TREASURER</u>					
10-43-11 SALARIES & WAGES	1,513.20	6,487.20	12,900.00	6,412.80	50.3
10-43-13 EMPLOYEE BENEFITS	946.33	4,997.67	9,800.00	4,802.33	51.0
10-43-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	396.00	500.00	104.00	79.2
10-43-23 TRAVEL	32.70	72.49	500.00	427.51	14.5
10-43-24 OFFICE SUPPLIES & POSTAGE	.00	.00	750.00	750.00	.0
10-43-31 PROFESSIONAL & TECHNICAL	200.00	2,315.00	3,600.00	1,285.00	64.3
10-43-33 EDUCATION	.00	.00	500.00	500.00	.0
10-43-34 ACCOUNTING SERVICES/AUDIT	.00	9,800.00	11,000.00	1,200.00	89.1
TOTAL TREASURER	2,692.23	24,068.36	39,550.00	15,481.64	60.9
<u>ELECTIONS</u>					
10-50-24 OFFICE EXPENSE, SUPPLIES & POS	.00	.00	500.00	500.00	.0
TOTAL ELECTIONS	.00	.00	500.00	500.00	.0

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GOVERNMENT BUILDINGS</u>					
10-52-26 BUILDING SUPPLIES	101.42	736.17	4,000.00	3,263.83	18.4
10-52-27 UTILITIES	1,217.08	5,221.41	22,000.00	16,778.59	23.7
10-52-51 INSURANCE	.00	8,723.55	2,400.00	(6,323.55)	363.5
10-52-63 OTHER SERVICES	1,255.00	4,536.50	20,000.00	15,463.50	22.7
10-52-72 CAPITAL OUTLAY BUILDINGS	.00	.00	45,000.00	45,000.00	.0
TOTAL GOVERNMENT BUILDINGS	2,573.50	19,217.63	93,400.00	74,182.37	20.6
<u>EMERGENCY SERVICES</u>					
10-57-61 POLICE-PROFESSIONAL SERVICE	92,131.90	644,923.30	1,105,583.00	460,659.70	58.3
10-57-63 FIRE-PROFESSIONAL SERVICE	66,762.69	467,338.83	807,286.00	339,947.17	57.9
10-57-72 ADMINISTRATION	6,119.65	42,837.55	73,436.00	30,598.45	58.3
TOTAL EMERGENCY SERVICES	165,014.24	1,155,099.68	1,986,305.00	831,205.32	58.2
<u>BUILDING INSPECTION</u>					
10-58-11 SALARIES & WAGES	3,492.00	13,741.75	36,700.00	22,958.25	37.4
10-58-13 EMPLOYEE BENEFITS	1,655.70	8,619.26	17,600.00	8,980.74	49.0
10-58-14 OVERTIME WAGES	79.50	135.15	2,000.00	1,864.85	6.8
10-58-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	500.00	500.00	.0
10-58-24 OFFICE SUPPLIES & POSTAGE	.00	67.50	700.00	632.50	9.6
10-58-28 TELEPHONE	45.00	489.46	2,000.00	1,510.54	24.5
10-58-29 CONTRACT/BUILDING INSPECTOR	6,028.62	39,338.64	90,000.00	50,661.36	43.7
10-58-51 INSURANCE & SURETY BONDS	.00	8,723.57	10,000.00	1,276.43	87.2
10-58-65 BUILDING PERMIT SURCHARGE	.00	840.04	2,500.00	1,659.96	33.6
TOTAL BUILDING INSPECTION	11,300.82	71,955.37	162,000.00	90,044.63	44.4
<u>PLANNING & ZONING</u>					
10-59-11 SALARIES & WAGES	13,938.47	55,393.06	98,250.00	42,856.94	56.4
10-59-13 EMPLOYEE BENEFITS	5,571.01	28,359.67	59,250.00	30,890.33	47.9
10-59-14 OVERTIME WAGES	40.16	1,196.26	1,000.00	(196.26)	119.6
10-59-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	2,200.00	2,200.00	.0
10-59-23 TRAVEL	49.05	324.27	1,500.00	1,175.73	21.6
10-59-24 OFFICE SUPPLIES & POSTAGE	164.52	455.16	3,000.00	2,544.84	15.2
10-59-30 PROFESSIONAL SERVICES	2,118.75	11,114.75	46,000.00	34,885.25	24.2
10-59-31 LEGAL SERVICES FOR SUBDIVIS	.00	.00	2,000.00	2,000.00	.0
10-59-34 EDUCATION	.00	252.00	750.00	498.00	33.6
TOTAL PLANNING & ZONING	21,881.96	97,095.17	213,950.00	116,854.83	45.4

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
10-60-11 SALARIES & WAGES	11,219.04	49,804.86	71,250.00	21,445.14	69.9
10-60-13 EMPLOYEE BENEFITS	6,075.58	30,599.84	60,000.00	29,400.16	51.0
10-60-14 OVERTIME WAGES	856.19	4,542.69	11,000.00	6,457.31	41.3
10-60-23 TRAVEL	.00	296.00	1,000.00	704.00	29.6
10-60-24 OFFICE SUPPLIES & POSTAGE	.00	.00	750.00	750.00	.0
10-60-25 EQUIPMENT-SUPPLIES & MAINTENAN	2,857.58	12,545.04	32,000.00	19,454.96	39.2
10-60-26 STREET SUPPLIES AND MAINTENANC	4,523.40	26,640.25	70,000.00	43,359.75	38.1
10-60-27 UTILITIES	.00	306.72	500.00	193.28	61.3
10-60-28 TELEPHONE	100.22	453.60	900.00	446.40	50.4
10-60-29 POWER - STREET LIGHTS	.00	20,646.22	50,000.00	29,353.78	41.3
10-60-51 INSURANCE	.00	8,723.55	11,950.00	3,226.45	73.0
10-60-63 OTHER SERVICES	.00	.00	12,000.00	12,000.00	.0
10-60-64 OTHER EXPENSES	289.82	8,946.52	3,500.00	(5,446.52)	255.6
10-60-73 CAPITAL OUTLAY-OTHER THAN BUIL	.00	.00	200,000.00	200,000.00	.0
10-60-74 CAPITAL OUTLAY - EQUIPMENT	.00	54,274.33	74,000.00	19,725.67	73.3
TOTAL STREETS	25,921.83	217,779.62	598,850.00	381,070.38	36.4
<u>PARKS & RECREATION</u>					
10-70-11 SALARIES & WAGES	5,245.60	35,245.70	44,650.00	9,404.30	78.9
10-70-12 WAGES TEMPORARY EMPLOYEES	.00	4,101.75	27,500.00	23,398.25	14.9
10-70-13 EMPLOYEE BENEFITS	2,754.22	15,931.42	28,900.00	12,968.58	55.1
10-70-14 OVERTIME WAGES	.00	1,062.54	1,200.00	137.46	88.6
10-70-23 TRAVEL	40.00	40.00	1,000.00	960.00	4.0
10-70-24 OFFICE SUPPLIES & POSTAGE	43.06	940.93	2,200.00	1,259.07	42.8
10-70-25 EQUIPMENT-SUPPLIES & MAINTENAN	1,466.37	6,663.87	25,000.00	18,336.13	26.7
10-70-26 BUILDING AND GROUNDS SUPPLIES	150.09	16,113.54	26,500.00	10,386.46	60.8
10-70-27 UTILITIES	.00	4,544.46	3,500.00	(1,044.46)	129.8
10-70-28 TELEPHONE	88.97	404.85	850.00	445.15	47.6
10-70-51 INSURANCE & SURETY BONDS	.00	8,723.55	10,500.00	1,776.45	83.1
10-70-59 DEER POPULATION CONTROL	.00	.00	40,000.00	40,000.00	.0
10-70-60 RODEO	.00	29,446.67	25,000.00	(4,446.67)	117.8
10-70-64 OTHER EXPENSES	140.83	16,394.85	16,500.00	105.15	99.4
10-70-65 ALPINE DAYS	7,183.28	118,422.07	134,450.00	16,027.93	88.1
10-70-67 MOYLE PARK	105.86	2,292.04	9,000.00	6,707.96	25.5
10-70-68 LIBRARY	919.20	6,871.20	11,000.00	4,128.80	62.5
10-70-69 YOUTH COUNCIL	795.87	2,729.75	5,500.00	2,770.25	49.6
10-70-70 BOOK MOBILE	13,200.00	13,200.00	13,200.00	.00	100.0
10-70-71 TRAILS	.00	.00	5,000.00	5,000.00	.0
TOTAL PARKS & RECREATION	32,133.35	283,129.19	431,450.00	148,320.81	65.6

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
10-77-11 SALARIES & WAGES	5,145.60	35,718.20	44,650.00	8,931.80	80.0
10-77-12 WAGES TEMPORARY EMPLOYEE	.00	3,529.25	27,500.00	23,970.75	12.8
10-77-13 EMPLOYEE BENEFITS	2,854.17	16,031.04	28,900.00	12,868.96	55.5
10-77-14 OVERTIME WAGES	.00	1,062.49	2,000.00	937.51	53.1
10-77-23 TRAVEL	.00	.00	500.00	500.00	.0
10-77-24 OFFICE SUPPLIES & POSTAGE	.00	.00	500.00	500.00	.0
10-77-25 EQUIPMENT-SUPPLIES & MAINTENAN	256.23	2,902.21	15,000.00	12,097.79	19.4
10-77-26 BUILDING AND GROUNDS	.00	2,532.60	15,000.00	12,467.40	16.9
10-77-28 TELEPHONE	60.00	260.00	850.00	590.00	30.6
10-77-51 INSURANCE & SURETY BONDS	.00	8,723.55	10,000.00	1,276.45	87.2
10-77-63 OTHER SERVICES	120.83	361.59	12,000.00	11,638.41	3.0
TOTAL CEMETERY	8,436.83	71,120.93	156,900.00	85,779.07	45.3
<u>GARBAGE</u>					
10-82-11 SALARIES & WAGES	6,476.93	28,347.01	58,000.00	29,652.99	48.9
10-82-13 EMPLOYEE BENEFITS	3,933.75	20,322.60	40,250.00	19,927.40	50.5
10-82-14 OVERTIME WAGES	552.39	3,325.65	.00	(3,325.65)	.0
10-82-24 OFFICE SUPPLIES & POSTAGE	343.49	1,728.15	3,600.00	1,871.85	48.0
10-82-28 TELEPHONE	41.25	178.75	.00	(178.75)	.0
10-82-31 PROFESSIONAL & TECHNICAL	200.00	2,315.00	3,600.00	1,285.00	64.3
10-82-34 TECHNOLOGY UPDATE	430.20	1,919.52	5,000.00	3,080.48	38.4
10-82-61 TIPPING FEES	11,694.50	45,257.25	110,000.00	64,742.75	41.1
10-82-62 WASTE PICKUP CONTRACT	26,261.46	141,106.99	250,000.00	108,893.01	56.4
10-82-64 OTHER EXPENSES	176.55	1,241.30	1,500.00	258.70	82.8
TOTAL GARBAGE	50,110.52	245,742.22	471,950.00	226,207.78	52.1
<u>MISCELLANEOUS</u>					
10-99-25 TECHNOLOGY UPGRADE	430.71	4,382.21	11,000.00	6,617.79	39.8
10-99-80 TRANSFER TO CAPITAL IMP FUND	.00	.00	500,000.00	500,000.00	.0
10-99-82 EMERGENCY PREP	.00	60.00	5,000.00	4,940.00	1.2
TOTAL MISCELLANEOUS	430.71	4,442.21	516,000.00	511,557.79	.9
TOTAL FUND EXPENDITURES	362,090.07	2,475,197.15	5,192,505.00	2,717,307.85	47.7
NET REVENUE OVER EXPENDITURES	893,718.40	458,585.96	.00	(458,585.96)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

CLASS C ROADS

<u>ASSETS</u>			
11-1190	CASH - ALLOCATION FROM GENERAL		763,521.14
	TOTAL ASSETS		<u>763,521.14</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
11-2980	BALANCE BEGINNING OF YEAR	910,666.06	
	REVENUE OVER EXPENDITURES - YTD	<u>(147,144.92)</u>	
	BALANCE - CURRENT DATE		763,521.14
	TOTAL FUND EQUITY		<u>763,521.14</u>
	TOTAL LIABILITIES AND EQUITY		<u>763,521.14</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

CLASS C ROADS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-33-56 B&C ROAD FUND ALLOTMENT	.00	154,783.74	400,000.00	245,216.26	38.7
TOTAL SOURCE 33	.00	154,783.74	400,000.00	245,216.26	38.7
<u>TRANSFERS AND CONTRIBUTIONS</u>					
11-39-10 FUND BALANCE APPROPRIATION	.00	.00	250,000.00	250,000.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	250,000.00	250,000.00	.0
TOTAL FUND REVENUE	.00	154,783.74	650,000.00	495,216.26	23.8

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

CLASS C ROADS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
11-60-70 CLASS C ROAD FUND	20,016.10	301,928.66	650,000.00	348,071.34	46.5
TOTAL DEPARTMENT 60	20,016.10	301,928.66	650,000.00	348,071.34	46.5
TOTAL FUND EXPENDITURES	20,016.10	301,928.66	650,000.00	348,071.34	46.5
NET REVENUE OVER EXPENDITURES	(20,016.10)	(147,144.92)	.00	147,144.92	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

RECREATION IMPACT FEES

<u>ASSETS</u>			
15-1190	CASH - ALLOCATION FROM GENERAL		712,790.99
	TOTAL ASSETS		<u>712,790.99</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
15-2831	RESERVE-IMP RECREATION		571,085.62
UNAPPROPRIATED FUND BALANCE:			
15-2980	BALANCE BEGINNING OF YEAR	133,641.37	
	REVENUE OVER EXPENDITURES - YTD	<u>8,064.00</u>	
	BALANCE - CURRENT DATE		<u>141,705.37</u>
	TOTAL FUND EQUITY		<u>712,790.99</u>
	TOTAL LIABILITIES AND EQUITY		<u>712,790.99</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

RECREATION IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
15-37-31 RECREATION FACILITY FEES	.00	8,064.00	125,000.00	116,936.00	6.5
TOTAL OPERATING REVENUES	.00	8,064.00	125,000.00	116,936.00	6.5
<u>INTEREST AND MISC REVENUE</u>					
15-38-10 INTEREST EARNINGS	.00	.00	5,000.00	5,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	5,000.00	5,000.00	.0
TOTAL FUND REVENUE	.00	8,064.00	130,000.00	121,936.00	6.2

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

RECREATION IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
15-40-31 PARK SYSTEM	.00	.00	130,000.00	130,000.00	.0
TOTAL EXPENDITURES	.00	.00	130,000.00	130,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	130,000.00	130,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	8,064.00	.00	(8,064.00)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

STREET IMPACT FEES

<u>ASSETS</u>			
16-1190	CASH - ALLOCATION FROM GENERAL		262,234.58
	TOTAL ASSETS		<u>262,234.58</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
16-2980	BALANCE BEGINNING OF YEAR	258,684.62	
	REVENUE OVER EXPENDITURES - YTD	<u>3,549.96</u>	
	BALANCE - CURRENT DATE		<u>262,234.58</u>
	TOTAL FUND EQUITY		<u>262,234.58</u>
	TOTAL LIABILITIES AND EQUITY		<u>262,234.58</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

STREET IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
16-37-21 STREETS & TRANSPORTATION FEES	.00	3,549.96	105,000.00	101,450.04	3.4
TOTAL OPERATING REVENUES	.00	3,549.96	105,000.00	101,450.04	3.4
TOTAL FUND REVENUE	.00	3,549.96	105,000.00	101,450.04	3.4

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

STREET IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
16-40-21 STREET & TRANSPORT EXPENSES	.00	.00	105,000.00	105,000.00	.0
TOTAL EXPENDITURES	.00	.00	105,000.00	105,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	105,000.00	105,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	3,549.96	.00	(3,549.96)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

CAPITAL IMPROVEMENTS FUND

<u>ASSETS</u>		
45-1190	CASH - ALLOCATION TO OTHER FUN	3,464,789.64
	TOTAL ASSETS	<u>3,464,789.64</u>
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
45-2125	CEMETERY BOND-FLYNN PRODUCTION	1,000.00
45-2138	PURPLE CHURCH MONUMENT	77.00
45-2140	INFRA PROTECTION BONDS	843,319.09
45-2147	OPEN SPACE BOND	84,500.00
45-2150	RESTRICTED FOR ROADS	12,339.00
45-2152	MOYLE PARK DONATIONS	5,212.00
45-2155	DONATION/LAMBERT PARK	121,685.26
	TOTAL LIABILITIES	<u>1,068,132.35</u>
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
45-2960	EQUIPMENT REPLACEMENT	151,529.36
45-2970	RESTRICTED FOR ROADS	100,441.50
45-2980	BALANCE BEGINNING OF YEAR	2,211,378.11
	REVENUE OVER EXPENDITURES - YTD	<u>(66,691.68)</u>
	BALANCE - CURRENT DATE	<u>2,396,657.29</u>
	TOTAL FUND EQUITY	<u>2,396,657.29</u>
	TOTAL LIABILITIES AND EQUITY	<u>3,464,789.64</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

CAPITAL IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST AND MISC REVENUE</u>					
45-38-10 INTEREST REVENUE	.00	.00	9,000.00	9,000.00	.0
45-38-17 MISCELLANEOUS REVENUE	.00	540.00	.00	(540.00)	.0
TOTAL INTEREST AND MISC REVENUE	.00	540.00	9,000.00	8,460.00	6.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
45-39-10 TRANSFER FROM GENERAL FUND	.00	.00	500,000.00	500,000.00	.0
45-39-11 CAPITOL IMPROVEMENTS FUND SURP	.00	.00	1,042,500.00	1,042,500.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	1,542,500.00	1,542,500.00	.0
TOTAL FUND REVENUE	.00	540.00	1,551,500.00	1,550,960.00	.0

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

CAPITAL IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
45-40-72 CAPITAL OUTLAY - OTHER	(1,000.00)	67,231.68	1,142,000.00	1,074,768.32	5.9
45-40-73 CAPITAL OUTLAY BUILDINGS	.00	.00	375,000.00	375,000.00	.0
45-40-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	34,500.00	34,500.00	.0
TOTAL EXPENDITURES	(1,000.00)	67,231.68	1,551,500.00	1,484,268.32	4.3
TOTAL FUND EXPENDITURES	(1,000.00)	67,231.68	1,551,500.00	1,484,268.32	4.3
NET REVENUE OVER EXPENDITURES	1,000.00	(66,691.68)	.00	66,691.68	.0

ALPINE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2018

WATER FUND

ASSETS

51-1190	CASH - ALLOCATION FROM GENERAL	2,487,186.37	
51-1311	WATER ACCOUNTS RECEIVABLE	50,598.93	
51-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(1,758.43)	
51-1598	INVESTMENT IN WATER STOCK	73,400.00	
51-1610	DEFERRED OUTFLOWS-PENSIONS	52,554.00	
51-1611	LAND	219,000.00	
51-1621	BUILDING	169,102.63	
51-1622	ALLOWANCE FOR DEPRECIATION-BUI	(120,194.93)	
51-1631	IMPROVEMENTS OTHER THAN BUILDI	13,952,834.79	
51-1632	ALLOWANCE FOR DEPRECIATION-IMP	(4,814,967.10)	
51-1651	MACHINERY AND EQUIPMENT	716,608.43	
51-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	(290,917.70)	
	TOTAL ASSETS		<u>12,493,446.99</u>

LIABILITIES AND EQUITYLIABILITIES

51-2151	UTILITY DEPOSIT	24,500.00	
51-2171	PROFESS & TECH SERVICES TBP	30,846.82	
51-2230	ST COMPENSATED ABSENCES	2,294.32	
51-2290	NET PENSION LIABILITY	58,908.00	
51-2410	DEFERRED INFLOWS-PENSIONS	42,032.00	
51-2530	LT COMPENSATED ABSENCES	383.00	
	TOTAL LIABILITIES		158,964.14

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
51-2980	BEGINNING OF YEAR	12,175,435.21	
	REVENUE OVER EXPENDITURES - YTD	159,047.64	
	BALANCE - CURRENT DATE	12,334,482.85	
	TOTAL FUND EQUITY		<u>12,334,482.85</u>
	TOTAL LIABILITIES AND EQUITY		<u>12,493,446.99</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
51-37-11 METERED WATER SALES	49,924.07	365,383.95	600,000.00	234,616.05	60.9
51-37-12 OTHER WATER REVENUE	1,066.66	4,950.93	5,000.00	49.07	99.0
51-37-16 WATER CONNECTION FEE	.00	7,945.00	5,000.00	(2,945.00)	158.9
51-37-17 PENALTIES	608.00	(371.29)	5,500.00	5,871.29	(6.8)
TOTAL OPERATING REVENUES	51,598.73	377,908.59	615,500.00	237,591.41	61.4
<u>INTEREST AND MISC REVENUE</u>					
51-38-10 INTEREST EARNINGS	.00	.00	21,000.00	21,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	21,000.00	21,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
51-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	301,275.00	301,275.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	301,275.00	301,275.00	.0
TOTAL FUND REVENUE	51,598.73	377,908.59	937,775.00	559,866.41	40.3

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
51-80-11 SALARIES & WAGES	14,797.18	65,696.63	146,000.00	80,303.37	45.0
51-80-13 EMPLOYEE BENEFITS	8,003.16	40,577.77	84,750.00	44,172.23	47.9
51-80-14 OVERTIME WAGES	856.19	4,542.69	11,000.00	6,457.31	41.3
51-80-21 BOOKS, SUBSCRIPTIONS & MEMBERS	100.00	100.00	2,500.00	2,400.00	4.0
51-80-23 TRAVEL	.00	356.71	3,000.00	2,643.29	11.9
51-80-24 OFFICE SUPPLIES & POS	401.96	6,807.56	13,000.00	6,192.44	52.4
51-80-25 EQUIPMENT-SUPPLIES & MAINTENAN	396.12	7,702.88	21,000.00	13,297.12	36.7
51-80-26 BUILDING AND GROUNDS SUPPLIES	6,358.87	26,223.11	15,000.00	(11,223.11)	174.8
51-80-27 UTILITIES	281.55	12,882.29	25,000.00	12,117.71	51.5
51-80-28 TELEPHONE	194.39	950.15	1,600.00	649.85	59.4
51-80-31 PROFESSIONAL & TECHNICAL SERVI	1,597.55	6,605.95	18,900.00	12,294.05	35.0
51-80-33 EDUCATION	.00	130.00	1,000.00	870.00	13.0
51-80-34 TECHNOLOGY UPDATE	688.69	2,430.54	10,000.00	7,569.46	24.3
51-80-35 DEPRECIATION EXPENSE	.00	.00	255,000.00	255,000.00	.0
51-80-51 INSURANCE AND SURETY BONDS	.00	8,723.55	10,900.00	2,176.45	80.0
51-80-62 MISCELLANEOUS SERVICES	414.86	967.28	1,500.00	532.72	64.5
51-80-63 OTHER EXPENSES	1,016.93	7,883.92	7,500.00	(383.92)	105.1
51-80-72 CAPITAL OUTLAY - BUILDINGS	.00	.00	50,000.00	50,000.00	.0
51-80-73 CAPITOL OUTLAY - IMPROVEMENTS	165.00	23,154.92	250,000.00	226,845.08	9.3
51-80-74 CAPITAL OUTLAY - EQUIPMENT	.00	3,125.00	10,125.00	7,000.00	30.9
TOTAL WATER EXPENDITURES	35,272.45	218,860.95	937,775.00	718,914.05	23.3
TOTAL FUND EXPENDITURES	35,272.45	218,860.95	937,775.00	718,914.05	23.3
NET REVENUE OVER EXPENDITURES	16,326.28	159,047.64	.00	(159,047.64)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2018

SEWER FUND

ASSETS

52-1190	CASH - ALLOCATION TO OTHER FUN	2,203,316.59	
52-1312	SEWER ACCOUNTS RECEIVABLE	93,373.21	
52-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(2,500.00)	
52-1610	DEFERRED OUTFLOWS-PENSIONS	48,497.00	
52-1611	LAND	21,072.00	
52-1621	BUILDING	45,971.00	
52-1622	ALLOWANCE FOR DEPRECIATION-BUI	(36,606.22)	
52-1631	IMPROVEMENTS OTHER THAN BUILDI	7,581,524.12	
52-1632	ALLOWANCE FOR DEPRECIATION-IMP	(2,646,620.80)	
52-1651	MACHINERY AND EQUIPMENT	243,264.93	
52-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	(173,389.83)	
	TOTAL ASSETS		<u>7,377,902.00</u>

LIABILITIES AND EQUITYLIABILITIES

52-2230	ST COMPENSATED ABSENCES	19,665.00	
52-2290	NET PENSION LIABILITY	54,359.83	
52-2300	TSSD CLEARING ACCOUNT	(3,416.00)	
52-2410	DEFERRED INFLOWS-PENSIONS	38,787.00	
52-2530	LT COMPENSATED ABSENCES	272.00	
	TOTAL LIABILITIES		109,667.83

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-2980	BALANCE BEGINNING OF YEAR	7,126,377.44	
	REVENUE OVER EXPENDITURES - YTD	141,856.73	
	BALANCE - CURRENT DATE	<u>7,268,234.17</u>	
	TOTAL FUND EQUITY		<u>7,268,234.17</u>
	TOTAL LIABILITIES AND EQUITY		<u>7,377,902.00</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
52-37-11 SEWER SYSTEM USAGE SALES	83,526.31	505,091.78	1,025,000.00	519,908.22	49.3
52-37-12 OTHER REVENUE	.00	.00	10,000.00	10,000.00	.0
52-37-16 SEWER CONNECTION FEE	.00	2,750.00	5,000.00	2,250.00	55.0
TOTAL OPERATING REVENUES	83,526.31	507,841.78	1,040,000.00	532,158.22	48.8
<u>INTEREST AND MISC REVENUE</u>					
52-38-10 INTEREST EARNINGS	.00	.00	12,000.00	12,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	12,000.00	12,000.00	.0
<u>TRANSFERS AND CONTRIBUTIONS</u>					
52-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	27,975.00	27,975.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	27,975.00	27,975.00	.0
TOTAL FUND REVENUE	83,526.31	507,841.78	1,079,975.00	572,133.22	47.0

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
52-81-11 SALARIES & WAGES	14,797.18	65,696.63	132,000.00	66,303.37	49.8
52-81-13 EMPLOYEE BENEFITS	8,006.35	40,589.37	84,750.00	44,160.63	47.9
52-81-14 OVERTIME WAGES	856.19	4,542.69	10,000.00	5,457.31	45.4
52-81-23 TRAVEL	75.00	409.15	2,500.00	2,090.85	16.4
52-81-24 OFFICE SUPPLIES & POSTAGE	2,208.68	3,593.35	12,000.00	8,406.65	29.9
52-81-25 EQUIPMENT-SUPPLIES & MAINTENAN	.00	350.00	5,000.00	4,650.00	7.0
52-81-26 BUILDING AND GROUND SUPPLIES	361.12	8,121.35	11,600.00	3,478.65	70.0
52-81-27 UTILITIES	.00	126.89	500.00	373.11	25.4
52-81-28 TELEPHONE	168.14	769.72	4,250.00	3,480.28	18.1
52-81-31 PROFESSIONAL & TECHNICAL	200.00	3,515.00	8,000.00	4,485.00	43.9
52-81-34 TECHNOLOGY UPDATE	688.69	2,430.54	.00	(2,430.54)	.0
52-81-35 DEPRECIATION EXPENSE	.00	.00	130,000.00	130,000.00	.0
52-81-62 TIMPANOGOS SPECIAL SERVICE DIS	49,340.60	223,272.09	598,250.00	374,977.91	37.3
52-81-64 OTHER EXPENSES	193.23	9,443.27	.00	(9,443.27)	.0
52-81-73 CAPITAL OUTLAY-IMPROVEMENTS	.00	.00	65,000.00	65,000.00	.0
52-81-74 CAPITAL OUTLAY - EQUIPMENT	.00	3,125.00	16,125.00	13,000.00	19.4
TOTAL SEWER EXPENDITURES	76,895.18	365,985.05	1,079,975.00	713,989.95	33.9
TOTAL FUND EXPENDITURES	76,895.18	365,985.05	1,079,975.00	713,989.95	33.9
NET REVENUE OVER EXPENDITURES	6,631.13	141,856.73	.00	(141,856.73)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2018

PRESSURIZED IRRIGATION FUND

ASSETS

55-1190	CASH - ALLOCATION TO OTHER FUN	1,620,558.59	
55-1284	CASH - 2010 BOND FUND #418	1,013.27	
55-1311	ACCOUNTS RECEIVABLE	84,047.24	
55-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(2,363.11)	
55-1610	DEFERRED OUTFLOWS-PENSIONS	33,432.00	
55-1631	PRESSURIZED IRRIGATION SYSTEM	11,204,790.03	
55-1632	ACCUMULATION DEPRECIATION-IMPR	(3,358,730.70)	
55-1651	MACHINERY AND EQUIPMENT	255,679.05	
55-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	(152,326.60)	
55-1910	DEFERED AMOUNT ON REFUNDING	212,978.02	
	TOTAL ASSETS		9,899,077.79

LIABILITIES AND EQUITY

LIABILITIES

55-2141	ACCRUED INTEREST PAYABLE	25,962.19	
55-2230	ST COMPENSATED ABSENCES	5,314.53	
55-2290	NET PENSION LIABILITY	37,474.00	
55-2410	DEFERRED INFLOWS-PENSIONS	26,738.00	
55-2511	CURRENT PORTION OF BONDS	365,000.00	
55-2531	BOND - 2010 WATER REFUNDING	2,875,000.00	
55-2540	LT COMPENSATED ABSENCES	883.00	
	TOTAL LIABILITIES		3,336,371.72

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2980	BALANCE BEGINNING OF YEAR	7,379,128.32	
	REVENUE OVER EXPENDITURES - YTD	(816,422.25)	
	BALANCE - CURRENT DATE		6,562,706.07
	TOTAL FUND EQUITY		6,562,706.07
	TOTAL LIABILITIES AND EQUITY		9,899,077.79

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

PRESSURIZED IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
55-33-20 PI IRRIGATION GRANT PROJECT	146,441.72	450,067.75	.00	(450,067.75)	.0
TOTAL INTERGOVERNMENTAL REVENUE	146,441.72	450,067.75	.00	(450,067.75)	.0
<u>OPERATING REVENUES</u>					
55-37-11 IRRIGATION WATER SALES	76,506.81	458,336.23	875,000.00	416,663.77	52.4
55-37-12 OTHER REVENUE	.00	550.00	1,000.00	450.00	55.0
55-37-16 PRESSURIZED CONNECTION FEE	25.00	7,585.00	2,500.00	(5,085.00)	303.4
TOTAL OPERATING REVENUES	76,531.81	466,471.23	878,500.00	412,028.77	53.1
<u>INTEREST AND MISC REVENUE</u>					
55-38-10 INTEREST EARNINGS	2.28	1,013.69	14,000.00	12,986.31	7.2
TOTAL INTEREST AND MISC REVENUE	2.28	1,013.69	14,000.00	12,986.31	7.2
<u>TRANSFERS AND CONTRIBUTIONS</u>					
55-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	631,452.00	631,452.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	631,452.00	631,452.00	.0
TOTAL FUND REVENUE	222,975.81	917,552.67	1,523,952.00	606,399.33	60.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

PRESSURIZED IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
55-40-11 SALARIES & WAGES, ADMINISTRATI	9,265.06	41,113.17	97,000.00	55,886.83	42.4
55-40-13 EMPLOYEE BENEFITS	4,917.62	24,684.56	56,250.00	31,565.44	43.9
55-40-14 OVERTIME WAGES	303.80	1,217.05	13,000.00	11,782.95	9.4
55-40-23 TRAVEL	.00	334.15	1,200.00	865.85	27.9
55-40-25 EQUIPMENT - SUPPLIES & MAINTEN	361.12	9,290.05	65,000.00	55,709.95	14.3
55-40-26 BUILDING & GROUNDS SUPPLIES	3,094.10	8,961.42	5,000.00	(3,961.42)	179.2
55-40-27 UTILITIES	95.78	248,973.40	225,000.00	(23,973.40)	110.7
55-40-28 TELEPHONE	93.02	442.81	1,500.00	1,057.19	29.5
55-40-29 OFFICE SUPPLIES & POSTAGE	475.16	3,200.75	12,000.00	8,799.25	26.7
55-40-31 PROFESSIONAL & TECHNICAL SERVI	100.00	1,157.50	5,000.00	3,842.50	23.2
55-40-32 ENGINEER SERVICES	.00	1,707.00	10,000.00	8,293.00	17.1
55-40-33 TECHNOLOGY UPDATE	688.69	2,430.54	5,500.00	3,069.46	44.2
55-40-34 ANNUAL AUDIT - UTAH WATER	.00	.00	500.00	500.00	.0
55-40-35 DEPRECIATION EXPENSE	.00	.00	223,704.00	223,704.00	.0
55-40-51 INSURANCE & SURETY BONDS	.00	8,723.55	20,000.00	11,276.45	43.6
55-40-62 MISCELLANEOUS SERVICES	3,811.29	5,757.72	3,000.00	(2,757.72)	191.9
55-40-63 OTHER EXPENSES	2,842.42	6,891.13	1,500.00	(5,391.13)	459.4
55-40-73 CAPITAL OUTLAY	.00	54,182.00	.00	(54,182.00)	.0
55-40-74 CAPITAL OUTLAY - EQUIPMENT	.00	3,125.00	10,125.00	7,000.00	30.9
55-40-75 IRRIGATION METER REPLACEMENT	1,089.50	892,858.74	300,000.00	(592,858.74)	297.6
55-40-79 AGENTS FEES	.00	.00	2,500.00	2,500.00	.0
55-40-80 TRUSTEE FEES	.00	2,000.00	2,000.00	.00	100.0
55-40-86 BOND PRINCIPAL #0352418	.00	365,000.00	355,000.00	(10,000.00)	102.8
55-40-87 BOND INTEREST #0352418	.00	51,924.38	109,173.00	57,248.62	47.6
TOTAL EXPENDITURES	27,137.56	1,733,974.92	1,523,952.00	(210,022.92)	113.8
TOTAL FUND EXPENDITURES	27,137.56	1,733,974.92	1,523,952.00	(210,022.92)	113.8
NET REVENUE OVER EXPENDITURES	195,838.25	(816,422.25)	.00	816,422.25	.0

ALPINE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2018

STORM DRAIN FUND

ASSETS

56-1190	CASH - ALLOCATION TO OTHER FUN	616,222.51	
56-1313	STORM DRAIN ACCTS RECEIVABLE	15,918.34	
56-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(2,381.89)	
56-1610	DEFERRED OUTFLOWS-PENSIONS	13,052.00	
56-1611	LAND	216,055.23	
56-1631	STORM DRAIN IMPROVEMENTS	5,340,571.51	
56-1632	ALLOWANCE FOR DEPRECIATION	(1,205,981.29)	
	TOTAL ASSETS		<u>4,993,456.41</u>

LIABILITIES AND EQUITYLIABILITIES

56-2230	ST COMPENSATED ABSENCES	7,688.00	
56-2290	NET PENSION LIABILITY	14,630.00	
56-2410	DEFERRED INFLOWS-PENSIONS	10,439.00	
56-2530	LT COMPENSATED ABSENCES	1,282.00	
	TOTAL LIABILITIES		34,039.00

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
56-2920	CONTRA IMPACT FEE	24,562.00	
56-2980	BALANCE BEGINNING OF YEAR	4,895,357.57	
	REVENUE OVER EXPENDITURES - YTD	39,497.84	
	BALANCE - CURRENT DATE	4,959,417.41	
	TOTAL FUND EQUITY		<u>4,959,417.41</u>
	TOTAL LIABILITIES AND EQUITY		<u>4,993,456.41</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
56-37-11 STORM DRAIN REVENUE	14,328.52	85,548.38	165,000.00	79,451.62	51.9
56-37-12 OTHER REVENUE	.00	.00	1,000.00	1,000.00	.0
56-37-13 SWPP FEE	.00	5,700.00	10,000.00	4,300.00	57.0
TOTAL OPERATING REVENUES	14,328.52	91,248.38	176,000.00	84,751.62	51.9
<u>INTEREST AND MISC REVENUE</u>					
56-38-10 INTEREST EARNINGS	.00	.00	4,000.00	4,000.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	4,000.00	4,000.00	.0
<u>SOURCE 39</u>					
56-39-12 UNAPPROPRIATED FUND EQUITY	.00	.00	101,100.00	101,100.00	.0
TOTAL SOURCE 39	.00	.00	101,100.00	101,100.00	.0
TOTAL FUND REVENUE	14,328.52	91,248.38	281,100.00	189,851.62	32.5

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
56-40-11 SALARIES & WAGES, ADMINISTRATI	4,838.40	21,199.70	42,250.00	21,050.30	50.2
56-40-13 EMPLOYEE BENEFITS	2,694.01	13,586.19	26,250.00	12,663.81	51.8
56-40-20 PLANNING	.00	.00	500.00	500.00	.0
56-40-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	2,000.00	2,000.00	.0
56-40-23 TRAVEL	.00	334.15	650.00	315.85	51.4
56-40-24 OFFICE SUPPLIES & POSTAGE	.00	.00	2,500.00	2,500.00	.0
56-40-26 BUILDING & GROUND SUPPLIES	.00	593.25	4,500.00	3,906.75	13.2
56-40-34 TECHNOLOGY UPDATE	688.72	2,430.57	5,000.00	2,569.43	48.6
56-40-35 DEPRECIATION EXPENSE	.00	.00	83,500.00	83,500.00	.0
56-40-51 INSURANCE	.00	8,723.62	10,000.00	1,276.38	87.2
56-40-62 MISCELLANEOUS SERVICES	72.40	3,797.40	3,950.00	152.60	96.1
56-40-73 CAPITAL OUTLAY	.00	1,085.66	100,000.00	98,914.34	1.1
TOTAL EXPENDITURES	8,293.53	51,750.54	281,100.00	229,349.46	18.4
TOTAL FUND EXPENDITURES	8,293.53	51,750.54	281,100.00	229,349.46	18.4
NET REVENUE OVER EXPENDITURES	6,034.99	39,497.84	.00	(39,497.84)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

TRUST AND AGENCY FUND

ASSETS

70-1190	CASH - ALLOCATION TO OTHER FUN	175,841.18	
	TOTAL ASSETS		175,841.18

LIABILITIES AND EQUITY

LIABILITIES

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	
70-2538	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		114,305.37

FUND EQUITY

70-2600	BOND FOR BECK PINES PLAT A	4,167.30	
70-2602	BOND FOR BECK PINES PLAT C	3,715.54	
70-2610	BOND FOR HERITAGE HILLS	10,800.00	
	UNAPPROPRIATED FUND BALANCE:		
70-2980	BALANCE BEGINNING OF YEAR	42,852.97	
	BALANCE - CURRENT DATE	42,852.97	
	TOTAL FUND EQUITY		61,535.81
	TOTAL LIABILITIES AND EQUITY		175,841.18

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

TRUST AND AGENCY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<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 6 MONTHS ENDING DECEMBER 31, 2018

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
DECEMBER 31, 2018

CEMETERY PERPETUAL CARE FUND

<u>ASSETS</u>			
71-1190	CASH - ALLOCATION TO OTHER FUN	617,414.49	
	TOTAL ASSETS		<u>617,414.49</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
71-2980	BALANCE BEGINNING OF YEAR	614,030.74	
	REVENUE OVER EXPENDITURES - YTD	<u>3,383.75</u>	
	BALANCE - CURRENT DATE	<u>617,414.49</u>	
	TOTAL FUND EQUITY		<u>617,414.49</u>
	TOTAL LIABILITIES AND EQUITY		<u>617,414.49</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

CEMETERY PERPETUAL CARE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
71-33-56 CEMETERY LOT PAYMENTS	2,955.00	12,558.75	13,000.00	441.25	96.6
71-33-58 UPRIGHT MONUMENT	75.00	675.00	2,500.00	1,825.00	27.0
TOTAL INTERGOVERNMENTAL REVENUE	3,030.00	13,233.75	15,500.00	2,266.25	85.4
<u>INTEREST AND MISC REVENUE</u>					
71-38-10 INTEREST REVENUE	.00	.00	2,500.00	2,500.00	.0
TOTAL INTEREST AND MISC REVENUE	.00	.00	2,500.00	2,500.00	.0
TOTAL FUND REVENUE	3,030.00	13,233.75	18,000.00	4,766.25	73.5

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

CEMETERY PERPETUAL CARE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
71-40-64 OTHER EXPENSES	.00	9,850.00	18,000.00	8,150.00	54.7
TOTAL EXPENDITURES	.00	9,850.00	18,000.00	8,150.00	54.7
TOTAL FUND EXPENDITURES	.00	9,850.00	18,000.00	8,150.00	54.7
NET REVENUE OVER EXPENDITURES	3,030.00	3,383.75	.00	(3,383.75)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

WATER IMPACT FEES

<u>ASSETS</u>			
81-1190	CASH - ALLOCATION FROM GENERAL		330,659.43
	TOTAL ASSETS		<u>330,659.43</u>
 <u>LIABILITIES AND EQUITY</u>			
 <u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
81-2980	BALANCE BEGINNING OF YEAR	292,553.93	
	REVENUE OVER EXPENDITURES - YTD	<u>38,105.50</u>	
	BALANCE - CURRENT DATE		<u>330,659.43</u>
	TOTAL FUND EQUITY		<u>330,659.43</u>
	TOTAL LIABILITIES AND EQUITY		<u>330,659.43</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

WATER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
81-37-20 WATER IMPACT FEES	.00	38,182.00	70,000.00	31,818.00	54.6
TOTAL OPERATING REVENUES	.00	38,182.00	70,000.00	31,818.00	54.6
TOTAL FUND REVENUE	.00	38,182.00	70,000.00	31,818.00	54.6

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

WATER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
81-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	76.50	70,000.00	69,923.50	.1
TOTAL IMPACT FEE PROJECTS	.00	76.50	70,000.00	69,923.50	.1
TOTAL FUND EXPENDITURES	.00	76.50	70,000.00	69,923.50	.1
NET REVENUE OVER EXPENDITURES	.00	38,105.50	.00	(38,105.50)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

SEWER IMPACT FEES

<u>ASSETS</u>			
82-1190	CASH - ALLOCATION FROM GENERAL		66,537.52
	TOTAL ASSETS		<u>66,537.52</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
82-2980	BALANCE BEGINNING OF YEAR	57,176.98	
	REVENUE OVER EXPENDITURES - YTD	<u>9,360.54</u>	
	BALANCE - CURRENT DATE		<u>66,537.52</u>
	TOTAL FUND EQUITY		<u>66,537.52</u>
	TOTAL LIABILITIES AND EQUITY		<u>66,537.52</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

SEWER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
82-37-20 SEWER IMPACT FEES	.00	9,360.54	20,000.00	10,639.46	46.8
TOTAL OPERATING REVENUES	.00	9,360.54	20,000.00	10,639.46	46.8
TOTAL FUND REVENUE	.00	9,360.54	20,000.00	10,639.46	46.8

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

SEWER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
82-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	.00	20,000.00	20,000.00	.0
TOTAL IMPACT FEE PROJECTS	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	20,000.00	20,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	9,360.54	.00	(9,360.54)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

PI IMPACT FEES

<u>ASSETS</u>		
85-1190	CASH - ALLOCATION FROM GENERAL	135,112.99
	TOTAL ASSETS	<u>135,112.99</u>
<u>LIABILITIES AND EQUITY</u>		
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
85-2980	BALANCE BEGINNING OF YEAR	88,682.44
	REVENUE OVER EXPENDITURES - YTD	<u>46,430.55</u>
	BALANCE - CURRENT DATE	<u>135,112.99</u>
	TOTAL FUND EQUITY	<u>135,112.99</u>
	TOTAL LIABILITIES AND EQUITY	<u>135,112.99</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

PI IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
85-37-20 PI IMPACT FEES	.00	46,430.55	75,000.00	28,569.45	61.9
TOTAL OPERATING REVENUES	.00	46,430.55	75,000.00	28,569.45	61.9
TOTAL FUND REVENUE	.00	46,430.55	75,000.00	28,569.45	61.9

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

PI IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
85-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	.00	75,000.00	75,000.00	.0
TOTAL IMPACT FEE PROJECTS	.00	.00	75,000.00	75,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	75,000.00	75,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	46,430.55	.00	(46,430.55)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

STORM DRAIN IMPACT FEES

<u>ASSETS</u>			
86-1190	CASH - ALLOCATION FROM GENERAL		169,361.53
	TOTAL ASSETS		<u>169,361.53</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
86-2920	CONTRA IMPACT FEE	(24,562.00)	
86-2980	BALANCE BEGINNING OF YEAR	252,113.53	
	REVENUE OVER EXPENDITURES - YTD	<u>(58,190.00)</u>	
	BALANCE - CURRENT DATE		<u>169,361.53</u>
	TOTAL FUND EQUITY		<u>169,361.53</u>
	TOTAL LIABILITIES AND EQUITY		<u>169,361.53</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

STORM DRAIN IMPACT FEES

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>OPERATING REVENUES</u>					
86-37-20 STORM DRAIN IMPACT FEES	.00	2,400.00	65,000.00	62,600.00	3.7
TOTAL OPERATING REVENUES	.00	2,400.00	65,000.00	62,600.00	3.7
TOTAL FUND REVENUE	.00	2,400.00	65,000.00	62,600.00	3.7

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2018

STORM DRAIN IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
86-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	60,590.00	65,000.00	4,410.00	93.2
TOTAL IMPACT FEE PROJECTS	.00	60,590.00	65,000.00	4,410.00	93.2
TOTAL FUND EXPENDITURES	.00	60,590.00	65,000.00	4,410.00	93.2
NET REVENUE OVER EXPENDITURES	.00	(58,190.00)	.00	58,190.00	.0

ALPINE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2018

FUND 91

ASSETS

91-1611	LAND	22,775,041.33	
91-1621	BUILDINGS	1,844,182.97	
91-1631	IMPROVEMENTS OTHER THAN BUILDI	36,499,484.30	
91-1641	OFFICE FURNITURE AND EQUIPMENT	176,900.00	
91-1651	MACHINERY AND EQUIPMENT	949,797.17	
91-1690	ACCUMULATED DEPRECIATION	(20,362,434.86)	
	TOTAL ASSETS		41,882,970.91

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	38,150,052.63	
91-2985	ADDITIONS - CURRENT YEAR	3,732,918.28	
	BALANCE - CURRENT DATE	41,882,970.91	
	TOTAL FUND EQUITY		41,882,970.91
	TOTAL LIABILITIES AND EQUITY		41,882,970.91

ALPINE CITY CORPORATION
 BALANCE SHEET
 DECEMBER 31, 2018

GENERAL LONG-TERM DEBT

<u>ASSETS</u>			
95-1610	DEFERRED OUTFLOW PENSION	166,971.00	
95-1611	AMOUNT TO BE PROVIDED-GEN FUND	439,888.75	
	TOTAL ASSETS		<u>606,859.75</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
95-2090	SWEEPER LEASE	189,900.00	
95-2290	NET PENSION LIABILITY	187,159.00	
95-2410	DEFERRED INFLOWS PENSION	133,542.68	
	TOTAL LIABILITIES		510,601.68
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
95-2940	ACC COMP ABSENCES-CURRENT	84,584.35	
95-2950	ACC COMP ABSENCES	11,673.72	
	BALANCE - CURRENT DATE	96,258.07	
	TOTAL FUND EQUITY		<u>96,258.07</u>
	TOTAL LIABILITIES AND EQUITY		<u>606,859.75</u>

ALPINE CITY COUNCIL AGENDA

SUBJECT: Site Plan Review – Bank of American Fork

FOR CONSIDERATION ON: 22 January 2019

PETITIONER: Bank of American Fork

ACTION REQUESTED BY PETITIONER: Approve the Site Plan

APPLICABLE STATUTE OR ORDINANCE: Article 3.7 & 3.11

BACKGROUND INFORMATION:

The Bank of American Fork has proposed a new building to replace the existing structure. The existing building would be demolished, and the new building would be located at the same site as the current building. The site is located within the Business Commercial Zone and the Gateway Historic District. Proposed building is approximately 4,166 square feet on a parcel approximately 0.84 acres in size. 21 total off-street parking stalls are proposed. The developer is seeking a recommendation of approval for the proposed site plan.

Planning Commission has reviewed the proposed Site Plan and made a recommendation to approve the site plan.

***MOTION:** Sylvia Christiansen recommended approval of the proposed Bank of American Fork Site Plan with the following conditions:*

- 1. The Developer obtain a demolition and land disturbance permit prior to construction.*
- 2. Screening be added to the parking lot on the south property line.*

Alan MacDonald seconded. There were 6 Ayes and 0 Nays (recorded below). The motion passed.

Ayes:

*Bryce Higbee
Alan MacDonald
David Fotheringham
Jane Griener
John Gubler
Sylvia Christiansen*

Nays:

None



**ALPINE CITY
STAFF REPORT**
January 11, 2019

To: Alpine City Planning Commission
Business Date: January 15, 2019

From: Staff

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

Jed Muhlestein, City Engineer
Engineering & Public Works Department

Re: Site Plan Review – Bank of American Fork

Applicant: Jason Sandburg, representing People’s Intermountain Bank
 Project Location: 105 S. Main Street
 Zoning: Business Commercial Zone
 Acreage: Approximately 0.84 Acres
 Building Area: 4,166 Sq. Ft.
 Request: Recommend approval of the site plan

SUMMARY

The Bank of American Fork has proposed a new building to replace the existing structure. The existing building would be demolished, and the new building would be located at the same site as the current building. The site is located within the Business Commercial Zone and the Gateway Historic District. Proposed building is approximately 4,166 square feet on a parcel approximately 0.84 acres in size. 21 total off-street parking stalls are proposed. The developer is seeking a recommendation of approval for the proposed site plan.

BACKGROUND

The proposed site plan shows a building which is located within the allowed setback area for the business commercial zone and with off-street parking located within the setback area. City Council granted an exception for the setbacks and parking on October 23, 2018. The proposed site plan was prepared with those exceptions in mind.

ANALYSIS

Location

Setbacks (3.07) for the building were approved by the City Council on October 23, 2018, with an exception being granted. The approved setbacks are: 10'2" on the north and 20'10" on the west as measured one foot behind the sidewalk. The City Council also approved three parking spaces to be allowed in the setback. The site plan presented honors the exceptions granted by City Council.

Streets/Traffic

Plans show that visibility within the sight triangle (3.25) is improved with the new site plan. Also improved is access off 100 South, which improves safety associated with the drive-through lanes. The proposed 100 South access is located further east on the property which improves safety and traffic for the intersection of 100 South and Main Street.

Off-Street Parking

City code requires (3.24.030) offices and personal services to have four (4) spaces for every 1,000 sq. ft. based on the square footage of the proposed building (4,166 sq. ft.) 17 off-street parking spaces are required. The proposal exceeds the off-street parking requirements, with plans showing 19 parking stalls plus two (2) ADA stalls for a total of 21 parking stalls.

Screening

"The sides and rear of any off-street parking area that adjoins a residence or residential zone shall be required to be screened by a masonry wall or solid visual barrier fence" (3.24.020). Plans show a 6-foot privacy fence on the east property line which meet these requirements, however **a fence or other solid visual barrier is required for the south property line.**

Landscaping

All areas of a site which are not devoted to buildings or off-street parking are required to be landscaped, with a minimum of twenty (20) percent of the total area to be landscaped (3.07.080). The landscaping plan shows that 12,987 square feet will be landscaped, or 37.2 percent of the total site area. The site plan therefore meets the minimum landscaping area requirements.

Also, worth mention, the landscaping plan appears to adhere to the new tree guidelines recently adopted by the City.

Trash Storage

Plans show an enclosed dumpster located at the southeast corner of the property, which meets Business Commercial and Gateway Historic requirements.

Height of Building

The height of the proposed building meets the requirements of the Business Commercial zone, measuring 25 feet 9.5 inches to the highest point of the building. Maximum height for the zone is 34 feet.

Design

The proposed building is a mostly brick design with a pitched roof. Architectural style appears to be consistent with other buildings in the business district.

REVIEWS

PLANNING AND ZONING DEPARTMENT REVIEW

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

ENGINEERING AND PUBLIC WORKS DEPARTMENT REVIEW

Streets

All site plans must adhere to the Off-Street Parking Ordinance (Article 3.24). The applicant has submitted a parking plan which appears to be in compliance with the ordinance. Parking stalls are dimensioned correctly, an all-weather surface of asphalt is proposed, a lighting plan was submitted and approved, and it is graded to retain all storm water onsite. Storm drain calculations and plans were submitted and approved for the re-design of the parking lot.

Utilities

Two buildings exist on the site. The easterly building will be removed and NOT replaced. The existing City utility services (culinary, pressurized irrigation, and sewer) shall be removed and capped as shown on the plans. The bank building will be rebuilt in approximately the same location and will be able to re-use the existing services.

Other

A demolition permit will be required prior to commencement of construction.

A Land Disturbance Permit would be required prior to construction which ensures a Storm Water Pollution Prevention Plan (SWPPP) is followed.

The water policy has been previously met for the site.

LONE PEAK FIRE DEPARTMENT REVIEW

See Exhibit ‘A’ of this staff report for the Lone Peak Fire Department Review of the proposed plat amendment to the recorded Summit Pointe Subdivision.

NOTICING

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

STAFF RECOMMENDATION

Review staff report and findings and make a recommendation to City Council to either approve or deny the proposed site plan. Findings are outlined below.

Findings for a Positive Motion:

- A. All proposed construction appears to meet Alpine City Design standards.

Findings for Negative Motion:

- A. No screening (visual barrier) for the south property line.

MODEL MOTIONS

SAMPLE MOTION TO APPROVE

I motion to recommend approval of the proposed site plan for the Bank of American Fork with the following conditions:

- The developer obtain a Demolition and Land Disturbance Permit prior to construction.
- Screening be added to the parking lot on the south property line.

SAMPLE MOTION TO DENY

I motion to recommend that the site plan for the Bank of American Fork be denied based on the following:

- No screening for the parking lot provided on the south property line.



Bank of
American Fork

CLOSED

ATM



Bank of
American Fork


Bank of American Fork
MEMBERSHIP - SERVICE




Bank of American Fork
BIG CITY BANKING - SMALL TOWN SERVICE



Bank of
American Park

OPEN

OPEN

CLOSED

ATM



January 7, 2019

Jed Muhlestein

Project: *Bank of American Fork – Alpine Branch*

Re: *Bank of American Fork – Site Plan Review 105 S Main*

Below please find our response to your posted comments dated January 04, 2019. Please note that our numbering reference system corresponds to your comment numbering system.

1. We have indicated the existing utilities to be used / removed as requested.
 2. We have indicated the existing utilities to be used / removed as requested.
 3. Noted
 4. A sheet for the lighting plan was reserved. The lighting plan to be provided by others.
 5. Noted
 6. Noted
 7. Noted
- A note was added for the 24” storm drain pipe. The Southerly location is not known, so the contractor will need to verify its location & notify if it creates any conflicts.
 - There will be a minimum of 3” asphalt paving & 8” compacted road base in all areas.
 - The tree at the entryway was changed from an autumn blaze maple to a spring snow crabapple.

We appreciate your review and trust we have changed and/or clarified all of your comments.

Sincerely,
REEVE & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Nate Reeve', is written over a light blue horizontal line.

Nate Reeve, P.E.
Principal Engineer
nreeve@reeve-assoc.com

Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 South 1500 West • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com

Project Narrative/Notes/Revisions

1. 7/29/18 CK - COMPLETED REVISION FOR CLIENT & CITY REVIEW
2. 12/25/18 CK - ADDED TRASH ENCLOSURE DETAILS
3. 01/07/19 CK - UPDATED PARKING DETAILS PER CITY COMMENTS
4. 01/27/19 CK - CITY COMMENTS

Bank of American Fork - Alpine Branch

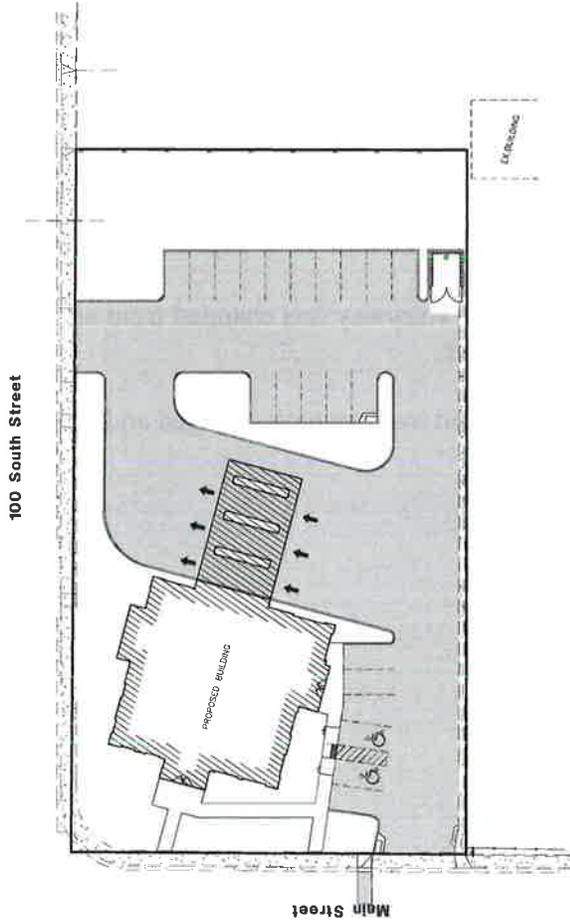
Improvement Plans

ALPINE CITY, UTAH COUNTY, UTAH
NOVEMBER 2018



Vicinity Map
NOT TO SCALE

Site Information	
PERMITS STALLS	19
ASPHALT STALLS	19
TOTAL STALLS	19
TOTAL PAVED AREA	34,000 S.F.
BUILDING AREA	4,150 S.F. 11,150 S.F.
HARD SURFACED AREA	17,850 S.F. 50,985 S.F.
LANDSCAPE AREA	12,997 S.F. 27,115 S.F.



- Sheet Index**
- Sheet 1 - Cover/Index Sheet
 - Sheet 2 - Notes/Legend/Street Cross-Section
 - Sheet 3 - Existing Site & Demolition Plan
 - Sheet 4 - Proposed Site Plan
 - Sheet 5 - Grading & Drainage Plan
 - Sheet 6 - Utility Plan
 - Sheet 7 - Civil Details
 - Sheet 8 - Storm Water Pollution Prevention Plan Exhibit
 - Sheet 9 - Storm Water Pollution Prevention Plan Details
 - Sheet 10 - Photometric Lighting Plan
 - Sheet L1 - Landscape Plan
 - Sheet L2 - Irrigation Plan
 - Sheet L3 - Irrigation Details



Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DEPTH, AND APPROXIMATE SIZE OF ALL UTILITIES AND STRUCTURES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY ADJUSTMENTS TO THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJUSTMENTS TO THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJUSTMENTS TO THESE PLANS.

Developer Contact:
Project Manager: Jeremy Drueker
PH: (801) 749-5000

Project Contact:
Project Engineer: Thomas Hunt

Project Info:	Project Name: Alpine Branch
Client:	Bank of American Fork
Address:	Alpine City, Utah County, Utah
Sheet:	1 of 10

Bank of American Fork - Alpine Branch
ALPINE CITY, UTAH COUNTY, UTAH
Cover/Index Sheet



DATE	DESCRIPTION	REVISIONS
01-07-18	CK - CITY COMMENTS	
01-07-18	CK - CITY COMMENTS	
01-07-18	CK - CITY COMMENTS	

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REVISIONS	DATE	DESCRIPTION
1	01-02-18	ISSUE FOR PERMITS
2	01-07-19	CMG SUBMITTALS

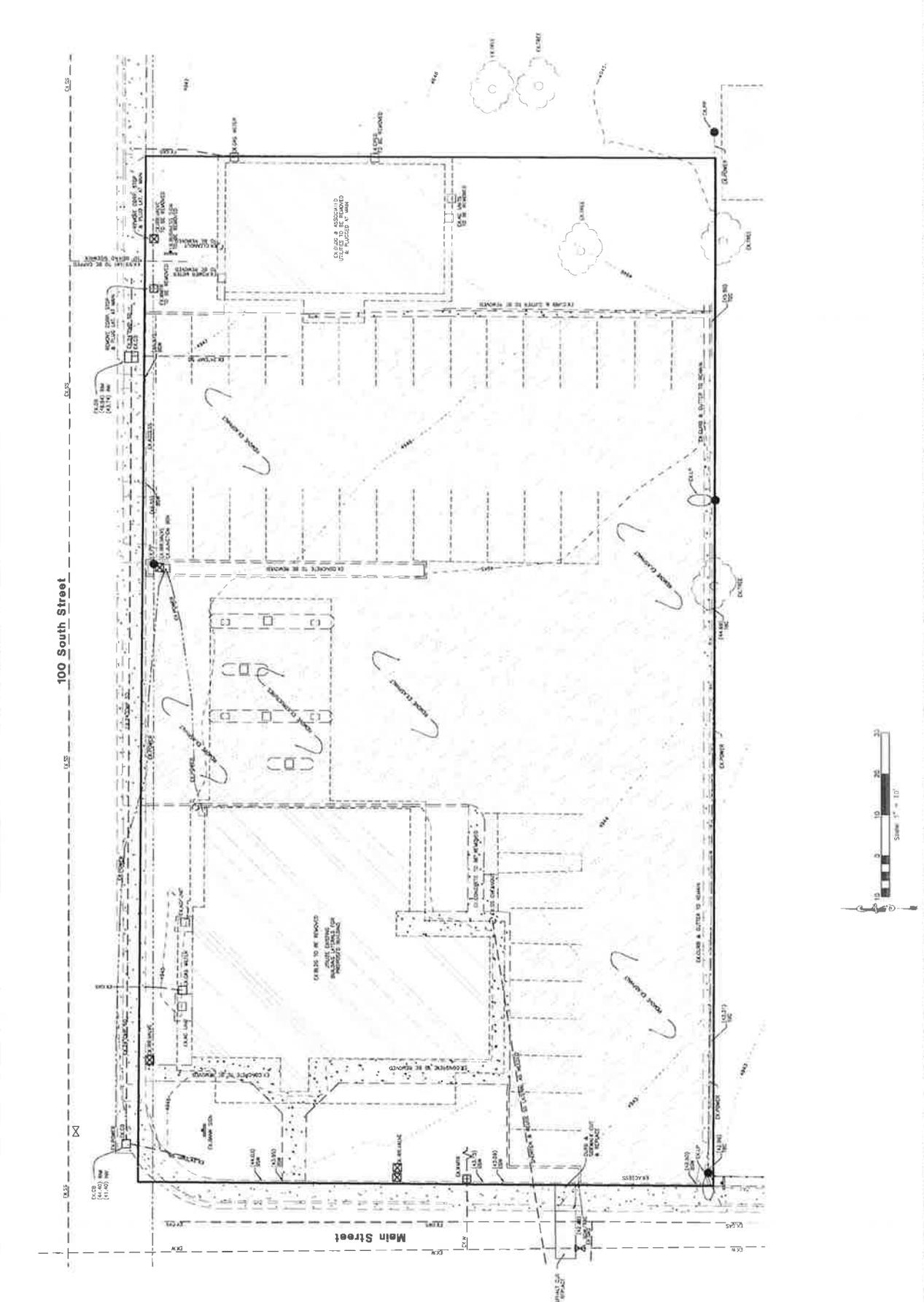
Existing Site & Demolition Plan

ALPINE CITY, UTAH COUNTY, UTAH

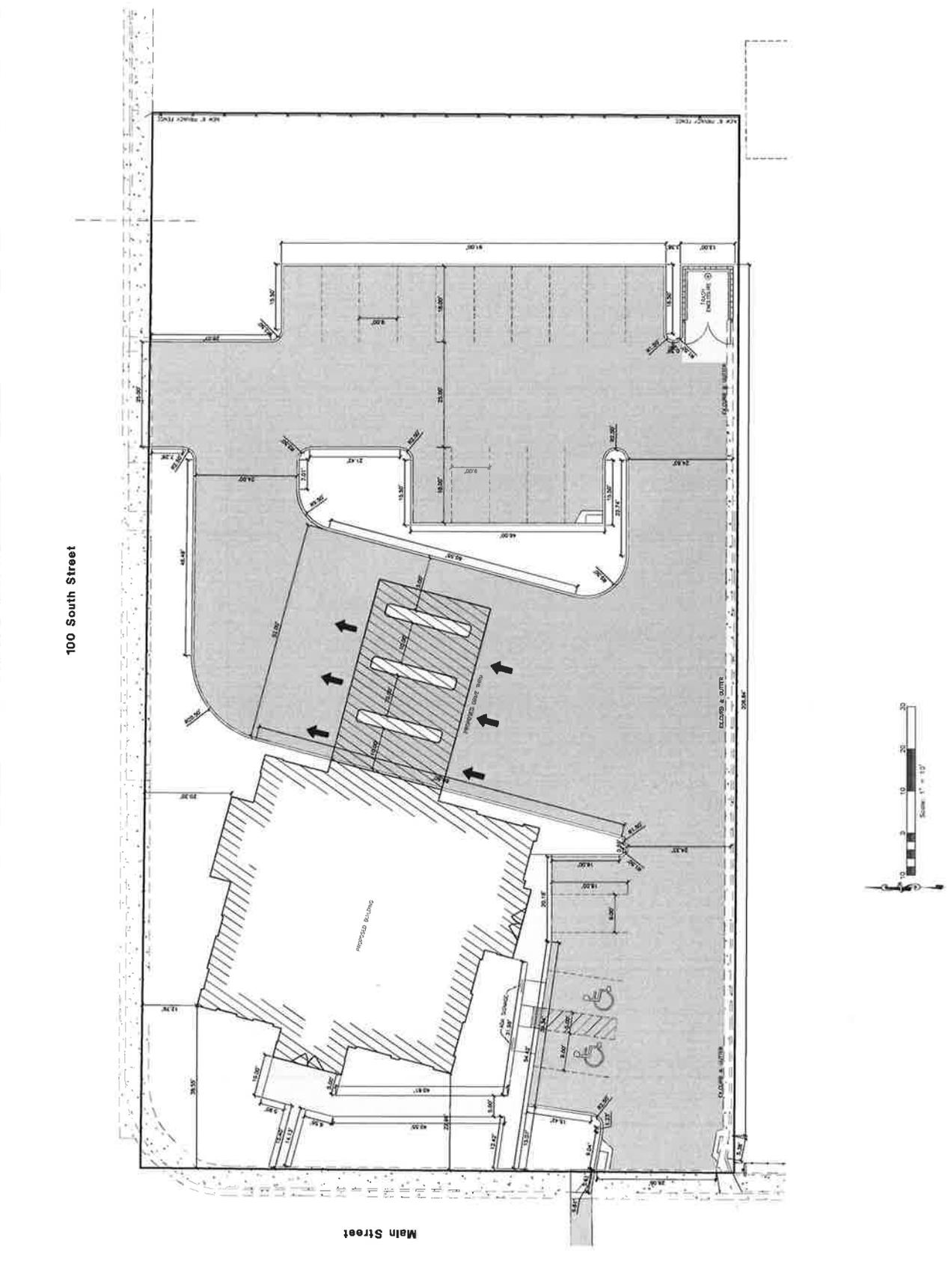
Bank of American Fork - Alpine Branch



Project Info:
 Project Name: BANK OF AMERICAN FORK - ALPINE BRANCH
 Owner: BANK OF AMERICAN FORK - ALPINE BRANCH
 Date: 02/20/2018
 Drawn By: DAVID L. ENGELLE
 Checked By: DAVID L. ENGELLE



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Storm Runoff Calculations
 Bank of American Fork - Alpine Branch
 1/27/2018

The following runoff calculations are based on the Rational - Frequency - Duration Frequency Curve for the Alpine, Utah area taken from the NOAA Atlas 14, Volume 1, Version 3 database on 1/27/18 using a 100 year return period and a 15 minute duration. Storm water runoff has been calculated for a fully developed site.

The calculations are as follows:

Drainage Area:
 Total Area = 34,258 sq ft
 Paved Area = 17,405 sq ft
 Impervious Area = 16,853 sq ft
 Permeable Area = 4,169 sq ft
 C = 0.8
 C = 0.9
 C = 0.2
 C = 0.64

Rational Runoff Coefficient:
 Runoff Coefficient = 0.64
 Peak Runoff = 1.77 cfs
 Runoff Volume = 1.24 cu ft

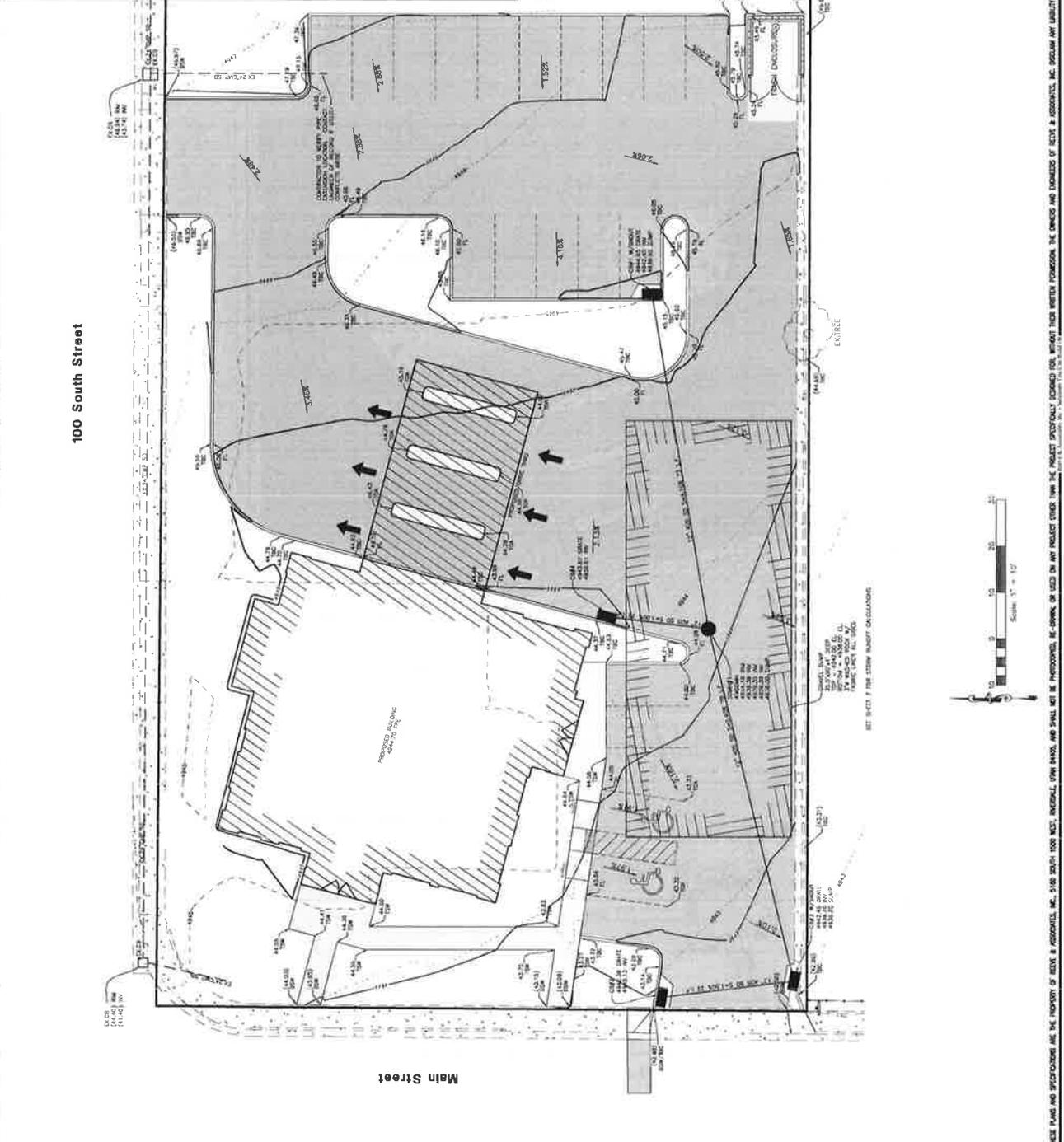
Peak Runoff:
 Peak Runoff = 1.77 cfs
 Runoff Volume = 1.24 cu ft

Volume of Run-off for 100-year Storm Event:
 A = 34,258 sq ft
 S = 0.001 ft
 V = 342.58 cu ft

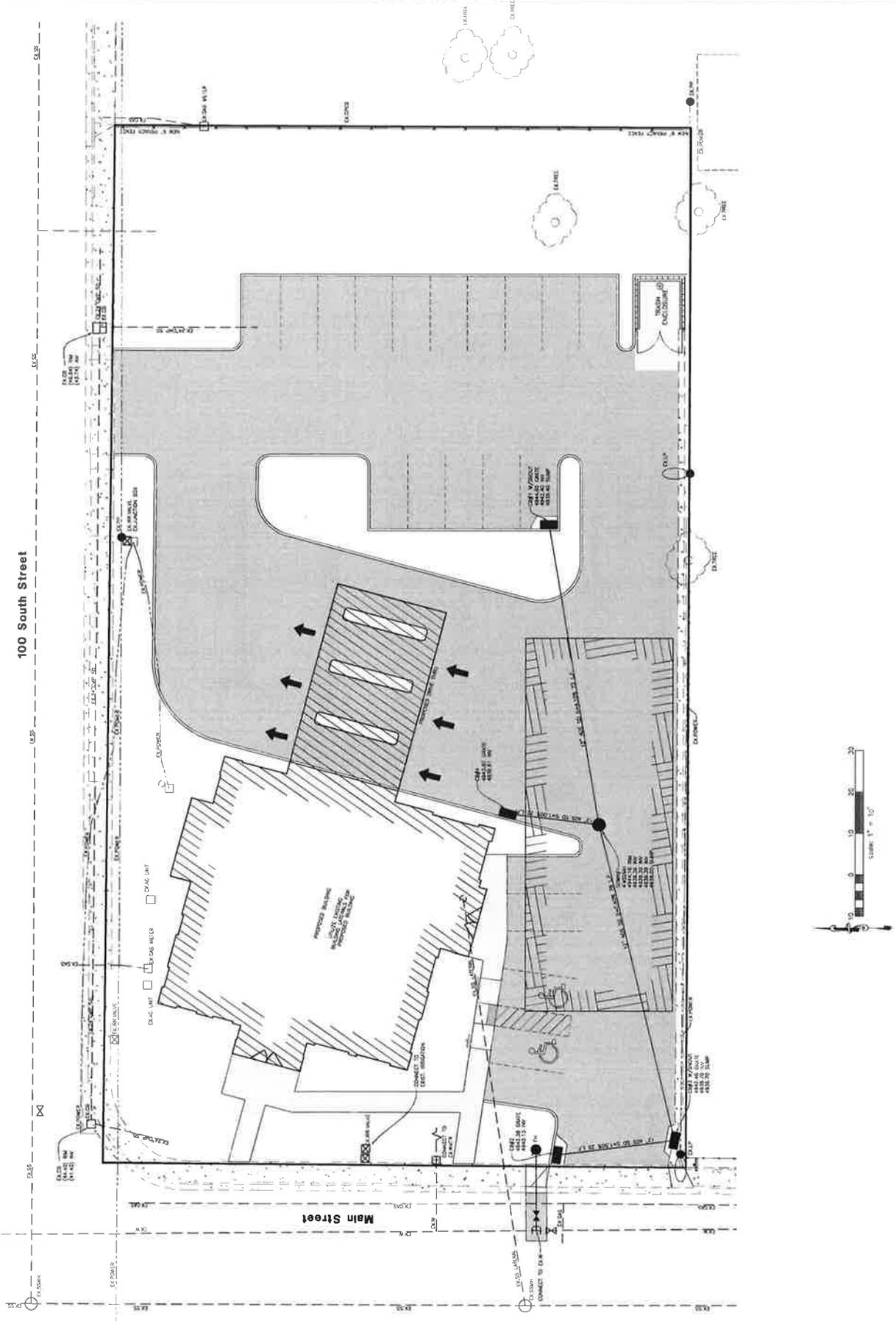
Gravel Sump Sizing:
 Width = 18.8 ft
 Depth = 3.5 ft
 Volume = 514.4 cu ft

Pipe Sizing:
 Extension = 12 ft
 Pipe Size = 12 in
 Slope = 0.02
 Min. Pipe Phos = 1.2
 Max. Pipe Phos = 1.73

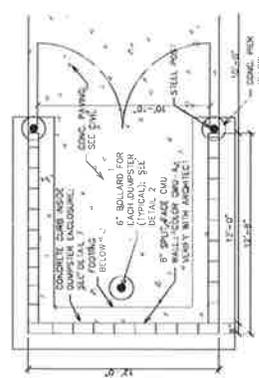
SUMMARY:
 The required storage volume is 5.086 cubic feet
 The provided storage volume is 5.112 cubic feet



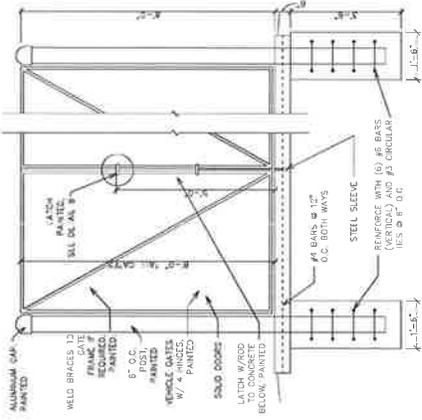
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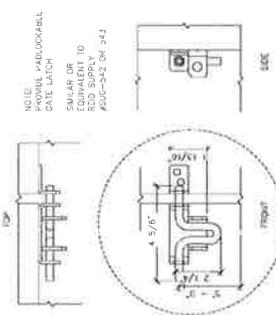
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 1100 SOUTH 1000 WEST, INDEPENDENCE, UTAH 84401, AND SHALL NOT BE REPRODUCED, RE-COMPILED, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNATED HEREON WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. I DECLARE MY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS ON THE BASIS THEREON WITHOUT THEIR CONSENT.



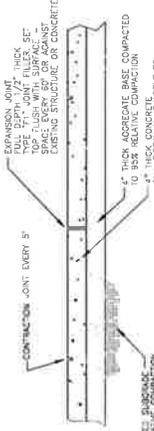
Single Trash Enclosure Detail
 SCALE: NONE



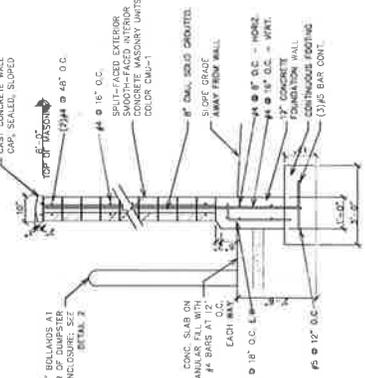
Trash Enclosure Gate Detail
 SCALE: NONE



Trash Enclosure Gate Latch Detail
 SCALE: NONE



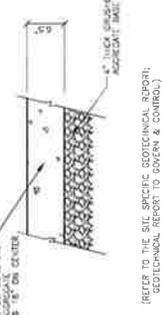
5' On-Site Concrete Sidewalk Section
 SCALE: NONE



Trash Enclosure Wall Section
 SCALE: NONE



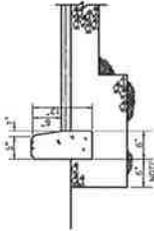
Typical On-Site Asphalt Paving
 SCALE: NONE



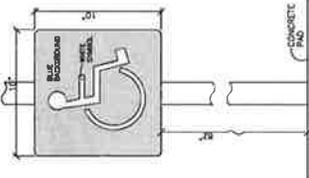
Trash Enclosure Concrete Pad
 SCALE: NONE



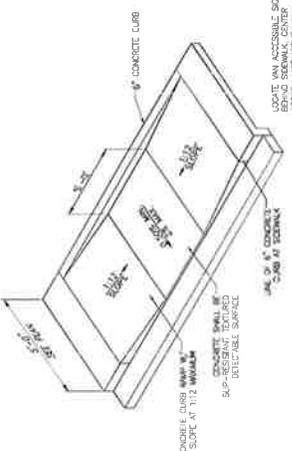
ADA Parking Signage
 SCALE: NONE



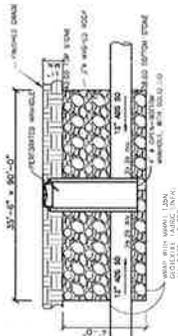
On-Site 'A' Type Curb Detail
 SCALE: NONE



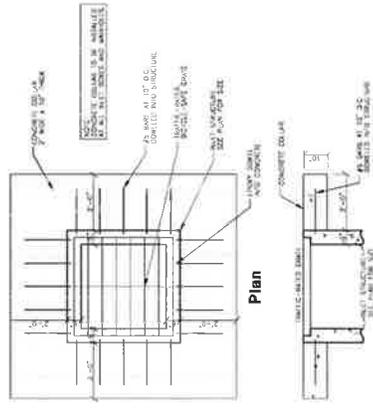
ADA Stall Signage
 SCALE: NONE



Handicap Ramp Detail
 SCALE: NONE



35.5'x90' Gravel Sump Detail
 SCALE: NONE



Concrete Collar Detail
 SCALE: NONE



Neilson Engineering, Inc.
Consulting Engineers
156 South 1000 West
Provo, Utah 84601
Phone: (801) 221-2177
Fax: (801) 221-2178



PHOTOMETRIC SITE PLAN
BANK OF AMERICAN FORK
ALPINE BRANCH
ALPINE CITY, UTAH

DATE: 01/14/2009
DRAWN BY: J.M.E.
CHECKED BY: J.M.E.

21-3

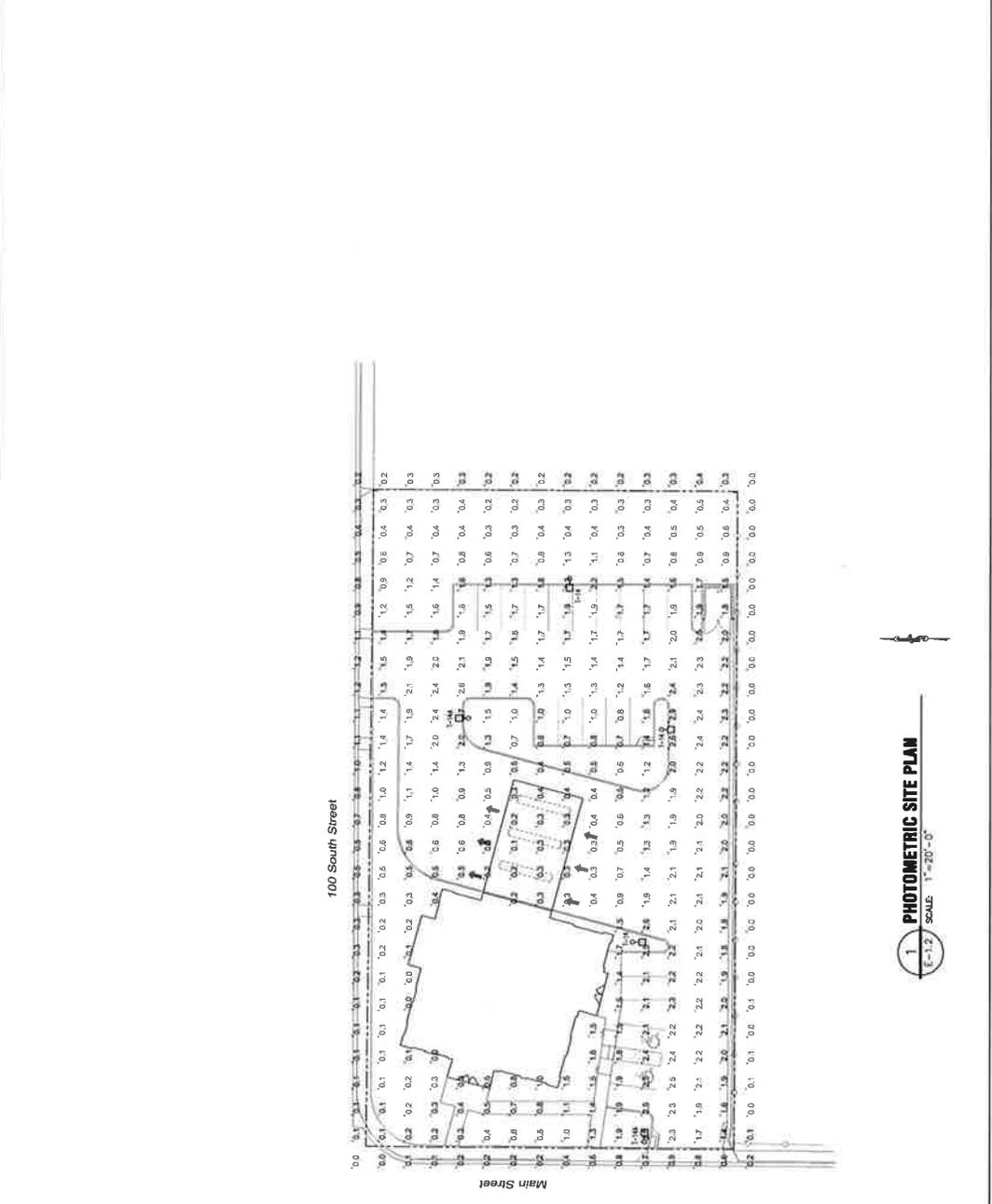
MASTER LUMINAIRE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	WATTAGE	BEAM ANGLE	MAINTENANCE FACTOR
1-14	PHILIPS	5001 120 W	120	120°	0.8
1-14	PHILIPS	5001 120 W	120	120°	0.8

ALL LUMINAIRES ARE TO BE INSTALLED AT THE FOLLOWING HEIGHTS:
 - 15 FT. HIGH AT 100 SOUTH STREET
 - 10 FT. HIGH AT 100 EAST STREET
 - 10 FT. HIGH AT 100 WEST STREET
 - 10 FT. HIGH AT 100 SOUTH STREET

CALCULATION SUMMARY

TYPE	WATTAGE	BEAM ANGLE	MAINTENANCE FACTOR
1-14	120	120°	0.8
1-14	120	120°	0.8



PHOTOMETRIC SITE PLAN
BANK OF AMERICAN FORK
ALPINE BRANCH
ALPINE CITY, UTAH

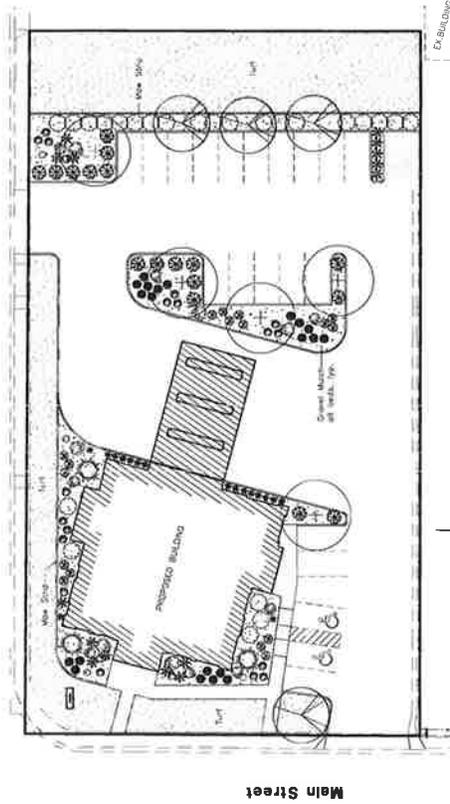
DATE: 01/14/2009
DRAWN BY: J.M.E.
CHECKED BY: J.M.E.

Bank of American Fork - Alpine Branch

Landscape Plan

ALPINE CITY, UTAH COUNTY, UTAH
NOVEMBER 2018

100 South Street



Site Information

PAVING STILES	13
TOP STILES	2
TOTAL PARCEL AREA	34,658 s.f.
IMPD SURFACED AREA	17,805 s.f. / 50.5%
LANDSCAPED AREA	12,887 s.f. / 37.2%

Plant Table

Quantity	Symbol	Scientific Name	Common Name	Planting Size
5	(Symbol)	Aster treemontii "Waterside"	Autumn Blaze Maple	2" cal.
4	(Symbol)	Malva "Spring Snow"	Spring Snow Crowsfoot	2" cal.
3	(Symbol)	Picea glauca "Pencil"	Witching White Spruce	6' B&B

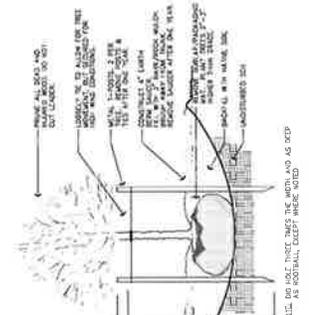
Quantity	Symbol	Scientific Name	Common Name	Planting Size
24	(Symbol)	Eryngium yuccifolium "Compass"	Dwarf Burning Bush	5 gal.
17	(Symbol)	Juniperus spinescens "Bulfinch"	Bulfinch Juniper	5 gal.
17	(Symbol)	Potentilla fruticosa "Gold Drop" or equal	Gold Drop Potentilla or equal	5 gal.
21	(Symbol)	Rosa x rostrata "Flower Carpet Rose"	Flower Carpet Rose	5 gal.
21	(Symbol)	Spiraea japonica "Magic Carpet"	Magic Carpet Spirea	5 gal.

Quantity	Symbol	Scientific Name	Common Name	Planting Size
15	(Symbol)	Coloregretia "Kort Foerster"	Kort Foerster Grass	5 gal.
14	(Symbol)	Hemerocallis "Stella de Oro"	Stella de Oro Daylily	1 gal.
4	(Symbol)	Hebe x semperflorens	Conchyturf	1 gal.
3	(Symbol)	Salvia "May Night"	May Night Salvia	1 gal.

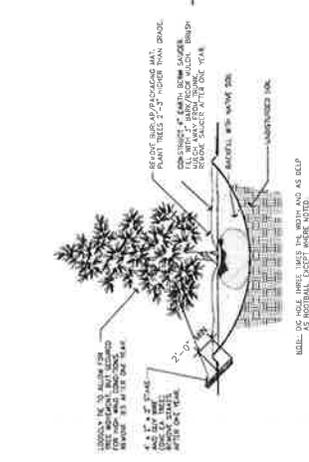
Decorative Boulders

Turf Grass - To be sodded.

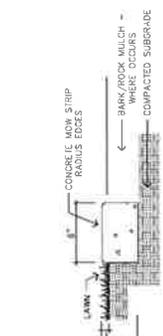
A 3" layer of 2" minus, crushed gravel mulch over Densit Pro 5 Weed Barrier Cloth, or equal.



DECIDUOUS TREE PLANTING
SCALE: NOT TO SCALE



CONIFEROUS TREE PLANTING
SCALE: NOT TO SCALE



CONCRETE MOW STRIP
SCALE: NOT TO SCALE



SHRUB PLANTING
SCALE: NOT TO SCALE



REVISIONS

DATE	DESCRIPTION
01-07-18	PK CITY CONTRACT

Bank of American Fork - Alpine Branch
ALPINE CITY, UTAH COUNTY, UTAH
Landscape Plan



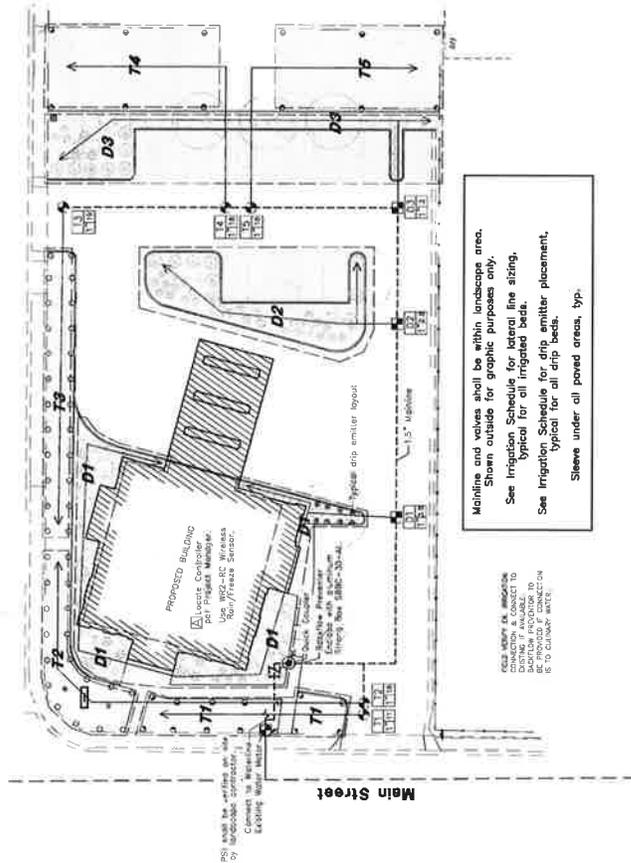
Project Info:
Project: BANK OF AMERICAN FORK - ALPINE BRANCH
Owner: BANK OF AMERICAN FORK
Architect: REEVE & ASSOCIATES, INC.
Date: NOVEMBER 2018
Scale: AS SHOWN
Sheet: 3 of 3

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Bank of American Fork - Alpine Branch

Irrigation Plan
ALPINE CITY, UTAH COUNTY, UTAH
NOVEMBER 2018

100 South Street



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	CATALOG NUMBER	DESCRIPTION
○ ○ ○ ○ ○	RAINBIRD	RD-1800-SAM-PRS-SERIES U13-15 SERIES	1800 SERIES SPRAY BODY 13 R-18R PLASTIC ROTARY NOZZLE
○ ○ ○ ○ ○	RAINBIRD	RD-1800-SAM-PRS-SERIES U10 SERIES	1800 SERIES SPRAY BODY 10R PLASTIC NOZZLE
○ ○ ○ ○ ○	RAINBIRD	5004-PL-SAM-MPR-30	BODY AND RAIN CURTAIN ROTOR NOZZLE UNIT, 30R
○	RAINBIRD	XB-T-20-PC	XERBUG THREADED DRIP EMITTERS, 2 GAL/HOUR 1 EMITTER/1 GAL. PLANT 2 EMITTERS/3 GAL. PLANT 4 EMITTERS/TREE
⊠	RAINBIRD	XCZ-100-PRB-COM	COMMERCIAL CONTROL ZONE KIT DRIP VALVE
⊠	RAINBIRD	PEB SERIES	PRESSURE REGULATING PLASTIC VALVE
⊠	RAINBIRD	VALVE NO & CONTROLLER	VALVE ID BOX
⊠	RAINBIRD	ESP 12 LXWE:120 VAC	1-1/2" MAINLINE - SCHEDULE 40 PVC DRIP LATERAL LINE - POLY PIPE MAY BE USED RUBBER LATEX COUPLERS AS FOLLOWS 3/4" (0-10 gpm), 1" (10-25 gpm), 1 1/4" (15-25 gpm), 1 1/2" (25-35 gpm) ; 2" (35-55 gpm)
⊠	RAINBIRD	ESP 12 LXWE:120 VAC	INDOOR/OUTDOOR MOUNT BASE CONTROLLER
⊠	WILKENS	MODEL 375 OR EQUAL	SLEEVING - SCHEDULE 40 PVC, 2 SIZES GREATER THAN INTERIOR PIPE SLEEVING USED WHENEVER IRRIGATION IS PLACED UNDER PAVED AREAS;
⊠	RAINBIRD	MODEL 441FC	GATE VALVE - SIZE PER PIPE - PLACE SLEEVE OVER VALVE BACKFLOW PREVENTION, SIZE AS PER CITY/COUNTY REGULATIONS;
⊠	RAINBIRD	MODEL 441FC	1" QUICK COUPLING VALVE
⊠			IRRIGATION ZONES

NOTE: USE RAINBIRD HE-VAN SERIES VARIABLE ARC NOZZLES WHERE NECESSARY. FOR AREAS LESS THAN 15' RADIUS, TO MAINTAIN PROPER COVERAGE. USE R-VAN ROTARY NOZZLES FOR AREAS UP TO 24' RADIUS. DO NOT USE BOTH HE-VAN AND R-VAN NOZZLES IN THE SAME IRRIGATION ZONE.

NOTE: USE STRONG BOX SBBC 30 AL ALUMINUM BOX TO ENCLOSE BACKFLOW PREVENTER.

NOTE: USE WR2-RC WIRELESS RAIN/FREEZE SENSOR.

NOTE: FIELD VERIFY EXISTING IRRIGATION AND IF POSSIBLE CONNECT TO EXISTING MAINLINE, BACKFLOW (IF NEEDED) AND CONTROLLER.



Mainline and valves shall be within landscape area. Shown outside for graphic purposes only. See Irrigation Schedule for lateral line sizing, typical for all irrigated beds. See Irrigation Schedule for drip emitter placement, typical for all drip beds. Sleeve under all paved areas, typ.

PS shall the system be installed by landscape contractor. Connected to Mainline by existing irrigation. Existing irrigation shall be provided at connection to customer meter.



DATE	DESCRIPTION
11-15-18	REV. 01

Bank of American Fork - Alpine Branch
ALPINE CITY, UTAH COUNTY, UTAH
Irrigation Plan



PROJECT INFO:
Engineer: [Name]
Project: [Name]
Date: [Date]
Scale: [Scale]
Bank of American Fork - Alpine Branch
Number: [Number]

Sheet: **L2** of 3
Number: 3

ALPINE CITY COUNCIL AGENDA

SUBJECT: Three Falls Subdivision - Amendment to the Development Agreement

FOR CONSIDERATION ON: 22 January 2019

PETITIONER: Will Jones

ACTION REQUESTED BY PETITIONER: Approve private secondary access road and amendment to development agreement.

BACKGROUND INFORMATION:

The developer is proposing an amendment to the Three Falls Development Agreement requiring the secondary access road. In reviewing the proposal, a number of other questions were raised pertaining to the Three Falls Development Agreement.

STAFF RECOMMENDATION:

Review and the attached information provided by staff.



**ALPINE CITY
STAFF REPORT**

To: Alpine City Council
January 17, 2019

From: Staff

Prepared By: Jed Muhlestein, City Engineer
Engineering & Public Works Department

Re: Three Falls Development Agreement Amendment

Applicant: Will Jones, representing Three Falls Development
Project Location: Fort Canyon
Zoning: CE-5 Zone
Acreage: Approximately 806.35 Acres
Lot and Size: 57 lots ranging from 1.04 acres to 8.65 acres
Request: Recommend approval of amendment to Development Agreement

SUMMARY

Three Falls Development (TFD) is requesting an amendment to the Development Agreement (DA) regarding the secondary access road design. More specifically, TFD proposes to update Exhibit C and alter section 3(b) of the DA to read as follows:

“Secondary access road. The amended Subdivision plat provides for a secondary access public road. ~~Developer shall build this road to the cross section in Exhibit C hereto. The road shall be constructed to the adopted City Standards and Specifications.~~ The Secondary Access Road shall be completed at a time of development of lots located east of Fort Creek presently designated as lots 30 through 51. The Developer agrees to bear full cost of the road construction, ~~including any necessary utilities.~~”

In addition to the proposed amendments, the Staff and Developer are also requesting clarification to a previous motion by the City Council to gate the secondary access road.

BACKGROUND

Three Falls was a plat amendment to Ilangeni Estates. Ilangeni Estates was a failed development and in a dilapidated state for many years. One of the conditions of approval for the development was to construct a secondary access road connecting to the north west area of Alpine Cove. A development agreement was approved requiring the secondary access in 2015, the plat was amended, and construction of the first phases commenced. The Developer is now at the stage of

finalizing the design of the secondary access road and is proposing some changes to help with the design.

August 25, 2015, the City Council approved a motion to “*approve the developer’s proposal for crash gates for the secondary access road for Three Falls subdivision.*” Prior to the motion, the meeting minutes show discussion about the HOA being responsible for plowing the secondary access road and also about when the road could be gated. Neither of these topics were reflected in the motion.

ANALYSIS

There are a few key issues to expound upon in the analysis portion of the report and they all seem to blend together when looked at as a whole:

1. Road Design
2. Exhibit C and Utilities
3. Gating the Secondary Access Road
4. Other

Road Design

The developer is proposing to amend the DA to exclude the language requiring the road to be built to City Standards. The currently recorded right of way for the secondary access road does not adhere to adopted City Standards in terms of minimum radius of curvature for a road. The road was designed for a posted speed of 20 MPH, which has a minimum radius of 86 feet around curves. The city standard is 150 feet. This means there will be sharper corners on the secondary access road than are typically found on residential streets in the city. It should be noted that a rough design was done prior to recording the plat, and the plat was approved this way. Eliminating the statement in the DA regarding City Standards would only make the DA and recorded plat more consistent with each other.

Further analysis on the road design has shown that even a 20 MPH designed road will create extensive cut and fills to build. See attached plans and cross sections. There are places where the road pushes out away from the hill side, putting the road in a “pedestal” situation. To help reduce cut and fills and put the road closer to natural terrain the Developer is seeking to reduce the minimum curvature of the curve even more, but not lower than the minimum radius as required by the Fire Code Official. Reducing the minimum radius of curvature would allow the road design to more closely follow natural terrain, thereby reducing cuts and fills.

Road grades should also be mentioned. Current City Code allows road grades of 9% unlimited runs and 12% runs for 600 feet at a time. The Developer was able to achieve the design by following this but requested the ability to design for 12% continuously in hopes of a better design. The previous Fire Marshal approved that request, but the current Fire Chief has concerns and will write his own review.

Staff recommends approval of removing the statement regarding City Standards where Exhibit C will be the standard the access road is built to.

An exception will need to be granted for the request to reduce the minimum radius of curvature, as allowed by the Fire Code Official. If approved, the posted speed limit should be 10 MPH.

Exhibit C and Utilities

The developer is proposing to remove the Exhibit C language in the DA, but is proposing a new one. **The language for Exhibit C needs to remain if it is being amended with a new one.** The only difference between the two exhibits is that one shows curb and gutter and the other does not.

The Developer is also proposing to amend the DA to exclude the last phrase of 3(b) (“*including any necessary utilities*”) which requires them to be responsible for utilities.

With curb and gutter, the road would be collecting storm water which must be piped. A piped system would be required from top to bottom of the road. At the bottom there would be a need for a large detention pond of some sort to detain the water collected from the road.

Without curb and gutter, water would not be collected on the road. Drainage swales are proposed on each side of the road that would collect water where needed, but the swales could disperse the water much easier than a curb and gutter system. Regardless, utilities of some sort (culverts, dry utilities, etc.) would still be required. A storm drainage system would not be completely eliminated if curb and gutter was eliminated. **Staff would not be in favor of the deletion of the statement, “including any necessary utilities,”** as the Developer would still be responsible to take care of storm water, even if it’s to a lesser degree than it would be with curb and gutter.

Something to consider here is that one of the purposes of curb and gutter is to hold the edges of a road together. Curb and gutter keeps water from getting under the asphalt near the edges. Eliminating it would reduce the life span of the road. **If Exhibit C is approved as proposed without curb and gutter, Staff would recommend the HOA be responsible for all maintenance of the secondary access road,** not just plowing (discussed below). This would include crack sealing, overlays, chip seals, etc.

Gating the Secondary Access Road

Crash gates were previously approved for the secondary access road. The minutes to that meeting are attached. There are two things that need to be clarified in the motion:

1. Was the motion meant to allow year-round gating of the access road?
 - a. This question was asked in the minutes, but the motion did not address it.
2. Was it intended that the HOA be responsible for snow plowing the road?
 - a. There was discussion on this as well in the minutes, but it was not part of the motion.

It seems strange, but roads that are driven on require less maintenance than roads that are not. Traffic has a way of compacting roads which keeps them sealed and water tight. Obviously, a lot of traffic damages a road and heavy traffic does it faster; but overall, roads that are not driven on tend to crack more and deteriorate quicker than roads that are driven on.

Also, the request to gate the secondary access road was approved after the Development Agreement and plat was recorded. Originally there was no need for a turn-a-round at the end of Three Falls Way but if the secondary access road is gated, a turn-a-round would be required. A turn-a-round would require a plat amendment to ensure the right-of-way encompassed the turn-a-round.

If gates are allowed to be closed all year and if curb and gutter is removed from the design, Staff would recommend the HOA be responsible for the entire maintenance of the road, as stated before.

Staff also recommends the plat be amended for a turn-a-round at the end of Three Falls Way, prior to the secondary access road.

Other

Since approval of the DA there have been a few plat amendments. One of those amendments removed lot 57 from the west side of the Fort Creek and put in on the east. The DA should have the following minor correction made to be accurate with what exists on the plat today:

Section 3(b), line 6,

*“The Secondary Access Road shall be completed at a time of development of lots located east of Fort Creek presently designated as lots 30 through 51, **and lot 57.**”*

REVIEWS

PLANNING AND ZONING DEPARTMENT REVIEW

If the amendments to the development agreement are approved as proposed, a plat amendment may be needed. Specifically, the boundaries of the recorded public open space may need to be altered/adjusted. **In the event the City Council decides to approve the amendments to the development agreement, Council Members should acknowledge that by so doing they are essentially agreeing to approve subsequent amendments to the plat and public open space which would be required to make sure the secondary access road can be built.** Section 3.16.040 of the Development Code states that open space:

“...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.”

ENGINEERING AND PUBLIC WORKS DEPARTMENT REVIEW

The analysis section in the body of this report serves as the Engineering and Public Works Review.

LONE PEAK FIRE DEPARTMENT REVIEW

The Lone Peak Fire Department review is attached.

STAFF RECOMMENDATION

Study staff report, reviews, and findings. Either approve or deny the proposed development amendment. Findings are outlined below.

Findings for a Positive Motion:

- A. Amending the Development Agreement is within the powers of the City Council;
- B. Amending the Development Agreement would simplify the storm water infrastructure required but wouldn't eliminate it;
- C. Approving an exception to the minimum radius of road curvature would allow the design of the road to follow natural terrain better, thereby preserving as much of the hillside as possible with reduced cuts and fills;
- D. Exhibit C. Approving removal of the curb and gutter would narrow the road design, thereby preserving as much of the hillside as possible with reduced cuts and fills;
- E. Approving gates year-round would eliminate daily traffic from driving on a non-City Standard designed road.

Findings for Negative Motion:

- A. Amending the DA as proposed would create a road that would require more maintenance than a road built to City Standards;
- B. Amending the DA as proposed would infer the Developer is not responsible for constructing and paying for the construction of any storm water infrastructure.
- C. Amending the DA would create a road with sharper curves than currently designed.

MODEL MOTIONS

For approval, two positive motions would be recommended regarding this issue: One in response to the Development Agreement proposals and one to clarify a previous motion made regarding gating the secondary access road.

SAMPLE MOTIONS TO APPROVE

Issue 1: Development Agreement

I move to approve the proposed Development Agreement as follows:

- 1. Exhibit C be amended to show no curb and gutter as proposed by the Developer;
- 2. The sentence which reads, "The road shall be constructed to the adopted City Standards and specifications." be omitted from Section 3(b) of the Development Agreement.
- 3. Section 3(b), line 6, of the Development agreement include Lot 57;
- 4. The Developer submit a final design to be reviewed and approved by the Fire Code Official;
- 5. The secondary access road have a 10 MPH posted speed limit;
- 6. The plat be amended to include any right-of-way shifts due to design changes.

Issue 2: Gating the Secondary Access Road

I move to approve the year-round gating of the secondary access road with the following conditions:

- 1. The secondary access road be open to public uses such as hiking, horseback, biking, and other similar non-motorized activities;

2. The secondary access road be open in the event of an emergency to both public and emergency vehicular traffic;
3. The gate design be approved by the Fire Code Official;
4. A turn-a-round be built prior to the entry of the secondary access road on Three Falls Way;
5. The plat be amended to include the turn-a-round;
6. The HOA of Three Falls Development be responsible for all the maintenance of the road, including winter snow plowing and standard road maintenance;
7. The HOA maintain the road to be open at all times in case of an emergency.

SAMPLE MOTION TO DENY

I move to deny the proposed Development Agreement amendments.

ATTACHED

- Lone Peak Fire Department Review
- Development Agreement Proposed Verbiage Changes
- Proposed Exhibit C (no curb and gutter)
- Development Agreement
- CC Minutes, August 25, 2015 (gates approved)
- Secondary Access Road - Site Grading Exhibit
- Secondary Access Road - Design and Cross-sections



LONE PEAK FIRE DISTRICT
5582 PARKWAY WEST DRIVE
HIGHLAND, UTAH 84003
(801) 763-5365
WWW.LONEPEAKFIRE.COM

REED M. THOMPSON, FIRE CHIEF

MEMORANDUM

DATE: 18 January 2019

TO: Jed Muhlestein, City Engineer, Alpine City
CC: Austin Roy, City Planner, Alpine City
FROM: Reed M. Thompson, Fire Chief *Reed M. Thompson*
SUBJECT: THREE FALLS DEVELOPMENT—PROPOSED AMENDMENT TO DEVELOPMENT AGREEMENT

In review of the documents presented by Alpine City labeled:

- Subdivision Improvement and Guarantee Agreement—dated 31 May 2017
- City Council Minutes—dated 25 August 2015
- Proposed DA Changes to Section 3, Subsection b
- Concept Drawings and Secondary Access Site Grading Plan

The State of Utah has approved the 2015 International Fire Code (IFC) as the governing law. City councils and other local governing bodies cannot approve agreements, resolutions and other ordinances that are in conflict with state law or statute.

Chapter 5 and Appendix D of the 2015 IFC provides direction for fire apparatus access roads to include details regarding construction documents, timing of installation, apparatus-imposed weight loads, grade and/or slope, width dimensions, turning radius, access road length, height clearances, obstructions including gates or barricades and their operation, and signage or marking of the road.

Despite the minutes reflecting the term “crash gate”, there is not a gate in which fire personnel would use in that manner, rather the term access gate would be preferred. The use of gates or barricades are to be authorized by the fire code official. In 2015, this was authorized by Fire Chief Freeman. With respect to what gate(s) will be authorized, please see IFC Section 503 and submit the appropriate design specifications. These documents will need to be reviewed prior to install and inspections will be required relevant to their install and functionality. Review and inspection fees apply.

The 25 August 2015 city council minutes do not reference clarity for several items relevant to plan and design of the road. For this purpose, clarification with respect to the IFC interpretation will be provided.

1. The development has greater than 30 lots for the purpose of constructing residential dwellings and as such requires two separate approved fire apparatus access roads.
2. Construction documents are required for review and approval by the fire chief prior to construction.

3. The referenced secondary access road shall be constructed in accordance with the IFC with respect to the above referenced items.
4. Attached to this memo is a copy of the turning radius report for our typical apparatus that will be responding to the area for public safety purposes. Radius requirements should reflect allowance for this type of apparatus both up and down the secondary access road to include apparatus bumper and aerial device overhang.
5. According to staff comments, prior approval of the Ilangeni Estates plat required construction of the secondary access road connecting to the north west area of Alpine Cove. This must be accomplished as both the areas above the 90 degree turn on Grove Drive (Alpine Cove), and the areas going up Fort Canyon including Three Falls have single access(s). Due to the number of dwellings in both areas and their placement in the wildland urban interface, this is required to provide emergency egress either up or down the secondary access road.
6. Current City Code and the IFC are in conflict with respect to slope. The slope requirements are not to exceed 10% grade to meet the IFC. Any exceptions to this will require special approval and need to show "ways and means" of overcoming this challenge with items such as wider bump outs, slope changes, etc. The proposed concept plan and cross section are also in conflict with the IFC.
7. All weather access for the road still applies including maintenance measures.
8. Preference for the road construction from a safety standpoint would include curb and gutter and guard railing as needed.
9. Should maintenance be turned over to the HOA as proposed, measures need to be in place to guarantee said maintenance. Failure to meet those requirements would need to result in compliance being obtained by the City or their designee and the applicable costs of such forwarded to the HOA. Not maintaining the road is not an option.
10. If gates are installed, an approved turn around with associated widths and radii is required.

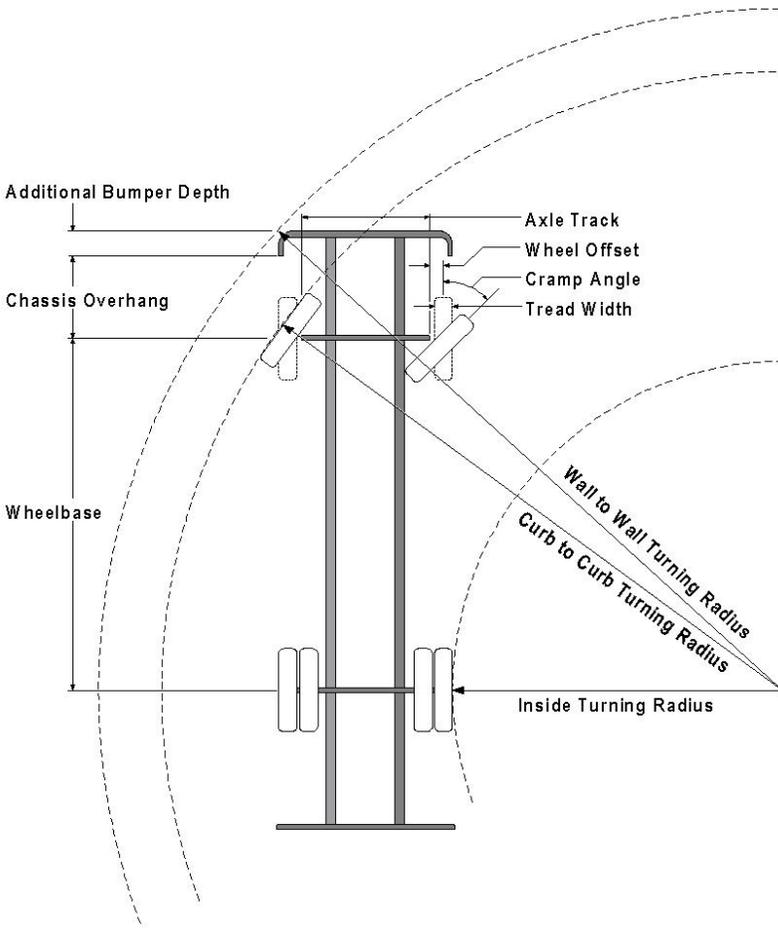
As referenced above, it is the position of Lone Peak Fire District that the secondary access be required and maintained and be constructed in accordance with the International Fire Code. Please contact me with any questions.

Turning Performance Analysis

02/20/2017

Bid Number: 20983TR
Department: Pierce Stock Aerial

Chassis: Velocity Chassis, PAP/SkyArm/Midmount (Big Block)
Body: Aerial, Platform 100', Alum Body



Parameters:

Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	4.68 in.
Tread Width:	17.70 in.
Chassis Overhang:	78.00 in.
Additional Bumper Depth:	19.00 in.
Front Overhang:	97.00 in.
Wheelbase:	257.00 in.

Calculated Turning Radii:

Inside Turn:	20 ft. 3 in.
Curb to curb:	36 ft. 8 in.
Wall to wall:	44 ft. 8 in.

Comments:

Category:	Option:	Description:
Axle, Front, Custom	0508849	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel
Wheels, Front	0019611	Wheels, Frt, Alum, Alcoa, 22.50" x 12.25" (425/ & 385/)
Tires, Front	0521238	Tires, Michelin, 425/65R22.50 20 ply XFE, Hiway Rib
Bumpers	0123625	Bumper, 19" extended, Imp/Vel
Aerial Devices	0022160	Aerial, 100' Pierce Platform

Notes:

Actual Inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

Definitions:

Inside CrampAngle	Maximum turning angle of the front inside fire.
Axle Track	King-pin to King-pin distance of front axle.
Wheel Offset	Offset from the center line of the wheel to the King-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Wheel	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicles front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures takes into account any front overhang due to chassis , bumper extensions and or aerial devices.

PROPOSAL FROM DEVELOPER

from any defect in material or workmanship.

3. Public Improvements to be completed by Developer.

(a) Fort Canyon Road. Developer hereby agrees to reconstruct the existing City road known as Fort Canyon Road from Meadow Lark Drive to the Subdivision to the cross section as shown in Exhibit B hereto. The road shall be constructed to the adopted City Standards and Specifications. Fort Canyon Road reconstruction must be completed as part of first construction phase of the Subdivision. Developer shall bear the full cost including installation of all public and private utilities.

(b) Secondary access road. The amended Subdivision plat provides for a secondary access public road. Developer shall build this road to the cross section in Exhibit C hereto. The road shall be constructed to the adopted City Standards and Specifications. The Secondary Access Road shall be completed at time of development of lots located east of Fort Creek presently designated as lots 30 through 51. The Developer agrees to bear full cost of the road construction, including any necessary utilities.

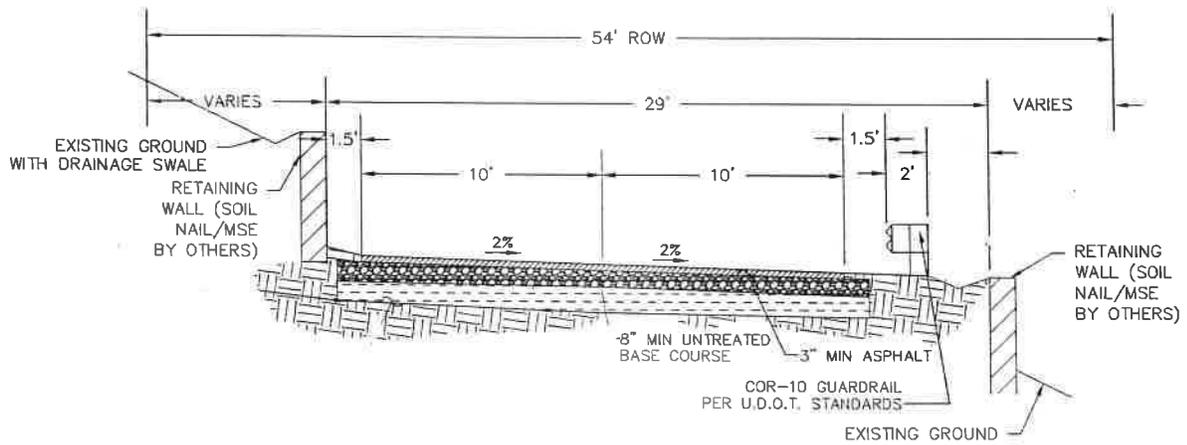
(c) Other subdivision roads. The Developer shall provide the required subdivision roads to the current City Standards and Specifications. The Developer agrees to bear the full cost of these additional public roads and other Public Roads. These roads shall be constructed in phases as required for obtaining

(d) Rights of way dedication. The Developer shall dedicate the rights of way for any Subdivision road, the Secondary Access Road and Fort Canyon road improvements either prior to or concurrently with the Subdivision plat with the Utah County Recorder. The City shall bear the cost of roads within the Subdivision may need to be re-located for any of the reasons and the City will cooperate in such relocation.

(e) Culinary Water system. The Developer shall be responsible for extending the City's culinary water system from the City to the Subdivision providing the infrastructure necessary to service the Subdivision. Developer agrees that the Public Infrastructure for the water system for the Subdivision shall consist of two tanks to be constructed by the Developer and all mains and laterals. The Developer agrees that the tanks shall be located as required by the City Engineer. The tank sizes will each be 500,000 gal. capacity. The Developer agrees that it will bear the full cost of construction of the tanks including all necessary utilities. The City agrees that the first tank (sized 500,000 gal.) only along with water mains, pump stations, pressure relief valves and other required supporting water infrastructure will need to be constructed prior to building permits being issued for what are presently designated as lots 1 through 29 and lots 30 through 51 in the Subdivision. The City agrees that the second tank will only be necessary and needed to be constructed and operational for building permits for lots presently designated as 30 through 51. The Parties agree the tanks, mains and laterals are to be constructed to City Standards and Specification.

The road will be 20' of pavement, with necessary guardrails
The road will be Private and maintained as a secondary access. Snow removal and all road maintenance will be responsibility of HOA. City will give easement

EXHIBIT C



SECONDARY ACCESS ROAD CROSS SECTION

N.T.S.

SUBDIVISION IMPROVEMENT AND GUARANTEE AGREEMENT

This Subdivision Improvement and Guarantee Agreement (the "Agreement") is entered into as of the Effective Date (defined below), by and between the parties described below for the purpose of guaranteeing completion of improvements hereinafter described.

PARTIES

"Developer": Name: Three Falls Development, Inc/
Address: Attn: Aaron Rust, Vice-President
372 South Main, Suite 8
Alpine, UT 84004

"City": Alpine City, a municipal corporation of the State of Utah,
20 North Main Street, Alpine, Utah 84004

RECITALS

- A. Developer desires to amend a current subdivision plat in the City known as Ilangeni Estates by adding certain property into the plat and renaming the plat as Three Falls Ranch (herein "Subdivision").
- B. City has approved the amendment of the plat for the Subdivision on certain conditions.
- C. The recording of the amended Plat for the Subdivision requires Developer to complete both on and off site improvements that are intended to be dedicated for public use and owned by the City in the future (hereinafter "Public Improvements"), including (i) City-approved engineering drawings for the Subdivision,; (ii) that have been made a condition of approval of the subdivision as reflected by the resolution and proposed amended plat adopted by the City approving the amendment of the Subdivision, which are hereby incorporated herein by this reference and is attached as Exhibit A hereto (iii) the proposed amended plat shall conform to all City requirements and will conform substantially to Exhibit A, which contains reference for lot count or density, lot configuration, and road alignment; and (iv) those set forth specifically in this agreement, and (v) those required by ordinance of the City.
- D. City will not allow recording of the Amended Subdivision Plat until this agreement is entered into. and adequate provisions have been made to guarantee completion of the Public Improvements, which shall be installed in accordance with the ordinances, standards and specifications of City.
- E. Developer is further required to warrant the Public Improvements for a one year period of time following construction and acceptance by the City.
- F. The City currently cannot issue any building permit for any lot in the current or proposed amended Subdivision until off site road improvements have been completed and until the lots are improved with all required public improvements including water, sewer, and storm drain and is served by adequate private utilities.

Now, therefore, in consideration of the premises and other valuable consideration, the Developer and City (each a "Party," and collectively the "Parties") agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement and are made a part hereof. Exhibits and addenda attached hereto are hereby incorporated into this Agreement by reference.

2. **Additional Definitions.**

(a) "Failure to Perform" or "Fail to Perform," as used in this Agreement, shall mean the non-performance in a timely manner by a Party of any obligation, in whole or in part, required of such Party by the terms of this Agreement or required by City ordinance or other applicable law. A Failure to Perform shall occur after 30 days written notice and opportunity to cure is given to the Party which has failed to perform, describing with sufficient specificity, the failure the nature of the non-performance. The non-performing Party shall then have 30 days from the date of notice to cure any non-performance. In addition, Developer's Failure to Perform shall also include: (i) abandonment of the Project as determined in the reasonable discretion of City; (ii) Developer's insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy and failure to dismiss such proceedings within 90 days of such filing or proceeding; (iii) the commencement of a foreclosure proceeding against the Project property; or (iv) conveyance of the Project or property in lieu of foreclosure.

(b) "Financial Guarantee" as used in this agreement shall mean one of the following: an escrow agreement with a financial institution in a form approved by the City; a bank letter of credit; a surety bond; or a cash deposit with the City in the amount of One Hundred Twenty Percent (120%) of the City Engineer's Cost Estimates of the public improvements required for the Subdivision, or the remainder thereof as reductions are allowed.

(c) "City Standards and Specifications" as used in this Agreement shall mean the City's adopted standards and specifications that are in effect at the date the construction of the Public Improvement is commenced, which are now currently the APWA Manual of Standard Specifications 2007 Edition, the APWA Manual of Standard Plans 2007 Edition and the Amendment to Manual of Specifications – 2007 Supplement, but which may be amended or supplemented to in the future by formal action of the City Council

(d) "Warranty Commencement Date," as used in this Agreement, shall mean the date specified in writing by the City Engineer when the City accepts the Public Improvement, or any phase or subsystem thereof and accepts ownership and responsibility for maintenance thereof, or if not so specified, the date on which the City Engineer executes the written authorization for the release of ninety percent of the Financial Guarantee upon acceptance of the Public Improvements, as hereinafter described.

(e) "Warranty Period," as used in this Agreement, shall mean the period of time commencing on the Warranty Commencement Date and terminating on the same month and day of the following year during which period of time the Developer shall warrant the improvements

from any defect in material or workmanship.

3. Public Improvements to be completed by Developer.

(a) Fort Canyon Road. Developer hereby agrees to reconstruct the existing City road known as Fort Canyon Road from Meadow Lark Drive to the Subdivision to the cross section as shown in Exhibit B hereto. The road shall be constructed to the adopted City Standards and Specifications. Fort Canyon Road reconstruction must be completed as part of first construction phase of the Subdivision. Developer shall bear the full cost including installation of all public and private utilities.

(b) Secondary access road. The amended Subdivision plat provides for a secondary access public road. Developer shall build this road to the cross section in Exhibit C hereto. The road shall be constructed to the adopted City Standards and Specifications. The Secondary Access Road shall be completed at time of development of lots located east of Fort Creek presently designated as lots 30 through 51. The Developer agrees to bear full cost of the road construction including any necessary utilities.

(c) Other subdivision roads. The Developer agrees that it shall build all other required subdivision roads to the current City Standards and Specifications except with the cross section shown in Exhibit D. The Developer agrees to bear full cost of this road construction. These additional public roads and other Public Improvements within the Subdivision may be constructed in phases as required for obtaining future building permits.

(d) Rights of way dedication. The Developer hereby agrees to dedicate to the City all rights of way for any Subdivision road, the Secondary Access Road and for the offsite Fort Canyon road improvements either prior to or contemporaneously with the filing of the amended plat with the Utah County Recorder. The City acknowledges that it is possible that some of the roads within the Subdivision may need to be relocated depending upon geotechnical or other reasons and the City will cooperate in such relocations if and when such may be required.

(e) Culinary Water system. The Developer hereby agrees to bear the full cost of extending the City's culinary water system from current terminus to the Subdivision and to providing the infrastructure necessary to service the subdivision with culinary water. The Developer agrees that the Public Infrastructure for the water system for the Subdivision shall consist of two tanks to be constructed by the Developer and all mains and laterals. The Developer agrees that the tanks shall be located as required by the City Engineer. The tank sizes will each be 500,000 gal. capacity. The Developer agrees that it will bear the full cost of construction of the tanks including all necessary utilities. The City agrees that the first tank (sized 500,000 gal.) only along with water mains, pump stations, pressure relief valves and other required supporting water infrastructure will need to be constructed prior to building permits being issued for what are presently designated as lots 1 through 29 and lots 30 through 51 in the Subdivision. The City agrees that the second tank will only be necessary and needed to be constructed and operational for building permits for lots presently designated as 30 through 51. The Parties agree the tanks, mains and laterals are to be constructed to City Standards and Specification.

(f). Sewer. The Developer shall be responsible to construct sewer mains and laterals from current terminus of City system. These shall be built to current City Standards and Specifications.

(g). Open space. All public open space shown on the proposed amended plat shall be dedicated to public use at the time of the recording of the amended plat with the County Recorder. The Developer agrees to construct the minimum acreage of developed public open space required to meet the density of 57 (fifty seven) lots, which consists of a public trailhead and restroom, developed pond area and parking as more specifically described in Exhibit E hereto. The Developer will deed the parcel(s) for the trailhead, pond area and parking to the City, which will then be responsible for the public trailhead and related trails pursuant to Exhibit E. The improved public open space shall be constructed contemporaneously with any road upon which the improved public open space fronts. The Developer agrees to construct trails as shown on Exhibit F hereto as part of the construction and development of the first lots in the Subdivision consisting of single track unpaved hiking, biking, and horse trail. The Developer agrees as part of the initial construction of the Subdivision that it will delineate the public and private open space with fences and signs.

(h). Storm Drainage. Developer hereby agrees that it shall be responsible to build a storm water control system for the Subdivision that meets the City's Standards and Specification.

(i). Other utilities. Developer agrees that it shall be responsible to see that private utilities consisting of gas, telephone and power are provided to the lots with no contribution from the City.

(j). Secondary Water. The City agrees that no secondary water service infrastructure will be required for this Subdivision.

(k). Construction plans and specification. Prior to construction of any Public Improvement the Developer agrees that it shall submit its plans and specifications to the City Engineer for review and approval.

4. Building Permits. Because this is an amended plat of an existing derelict subdivision the City agrees that it will not require the Developer to post a Financial Guarantee as normally required by City ordinance prior to plat recording. However, the Developer specifically agrees that the City will not be required to issue a building permit for any lot in the Subdivision prior to the time that the offsite Fort Canyon Road is constructed and prior to the time that the lot proposed for the permit has working water, sewer, gas, power, and frontage on a fully improved public road. In the alternative the Developer may, after installing sufficient public improvements to meet the fire code requirements for a building permit, provide to the City a Financial Guarantee in the amount of One Hundred Twenty Percent (120%) of the City Engineer's estimate cost of the construction of some or all of the above remaining required improvements to get a building permit issued. The Developer specifically agrees that this restriction on issuing building permits shall be made a matter of record with the plat and shall be disclosed to all owners and future purchasers of any lot in the subdivision.

5. Construction Bonding. Developer agrees that all contractors it engages to work within any public right of way of the City shall be required to provide to the City payment and

performance bonds for the proposed construction of the Public Improvements in the form and amount approved by the City Engineer or in the alternative the Developer may provide a Financial Guarantee in the amount of One Hundred Twenty Percent (120%) of the City Engineer's Cost estimates for completion of the Public Improvement the contractor is engaged to be working on.

6. Reduction and Release of Financial Guarantee and release of payment and performance bonds.

(a) Compliance Required. Reduction in a Financial Guarantee or release of contractor's bonds shall be determined in the reasonable discretion of City and as otherwise provided by this Agreement and by existing City ordinance. No reduction or release shall be authorized until such time as City has inspected and found the Public Improvement to satisfactorily comply with the requirements of the City, as provided by City Standards and Specifications, and the approved plans and specifications for the Subdivision.

(b) Reductions. Developer may request a partial release of the Financial Guarantee upon completing the Public Improvement, and upon satisfactory inspection and testing. The reduction shall not exceed 80% of the Cost Estimates for the Public Improvement for which reduction is sought. Reductions shall be evidenced by the written authorization of the City Engineer.

(c) Acceptance of Improvements/ Warranty Period Retainage. Developer may request a reduction in the Financial Guarantee down to ten percent (10%) of the original amount after any Public Improvements for the Subdivision is complete and upon acceptance by the City Engineer. The City may retain ten percent (10%) of the Estimated Cost ("Retainage") during the Warranty Period to warrantee the City against defects in material and workmanship. The release of Financial Guarantee down to the ten percent (10%) shall be evidenced by written authorization of the City Engineer, and shall constitute the Warranty Commencement Date if no other notice is given. Upon release of the Financial Guarantee

(d) Final Release: Release of Retainage. After Final Acceptance, as described below, City agrees to release the Retainage (the "Final Release").

7. Final Acceptance. Final Acceptance of any Public Improvement shall occur after completion of the 1-year applicable warranty period, inspection, and verification by the City Engineer that the Public Improvement was completed in accordance with the requirements of the City as of the Effective Date, and has been properly repaired where required under the City ordinances. Upon Final Acceptance, the City agrees that it will release the balance of the Financial Guarantee to the Developer.

8. Use of Financial Guarantee. In the event Developer Fails to Perform, City may use and expend all the Financial Guarantee, or such lesser amount as may be necessary, to complete and/or repair the Public Improvements to the condition anticipated under this Agreement. To the extent that the Financial Guarantee exceeds the cost to complete the construction and/or repair of the Public Improvements, the City shall return any excess to the Developer, the same as if the Developer performed the work.

9. **Failure to Perform.** A Party's Failure to Perform shall give the other Party the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement.

10. **Other Requirements.** Developer shall, as a pre-condition to the City recording the amended plat, do the following:

(a) **Water Policy** The City has previously received water rights for 37 lots for the Subdivision. The Developer shall comply with the City water policy by providing 43.86 acre-feet of water in Alpine Irrigation Company shares as provided for in City ordinances which includes water for an additional 20 homes sites which will be limited to no more than one acre of outside irrigation.

(b) **Fees.** All subdivision and impact fees shall be paid in the amount shown on Exhibit G hereto.

(c) **Title Report.** A current Title Report shall be submitted to the City and all owners shown thereon have consented to the amended plat being recorded.

(d) **Tax Clearance.** A Tax Clearance letter from Utah County shall be submitted to the City.

(e) **Roll Back Taxes.** The Developer shall go to the Utah County Assessor's Office to determine if any rollback/greenbelt taxes exist on the property, and shall pay any and all rollback/greenbelt taxes associated with the property to the Utah County Treasurer's Office. The Developer shall provide proof to the City that all rollback/greenbelt taxes are paid.

11. **No Third-Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to City and Developer and not to third parties.

12. **Attorney Fees.** In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any Party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing Party to the controversy shall pay to the successful Party reasonable attorney fees incurred by such Party, and such costs and expenses as are incurred in enforcing this Agreement.

13. **Notice.** Notice to Developer or City shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

14. **Applicability of Ordinance.** This agreement does not supersede, but implements, the Alpine City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

15. **Successors' Enforcement.** The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties' interest through foreclosure, trust deed, sale, bankruptcy or otherwise.

CURRENT DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Subdivision Improvement and Guarantee Agreement as of this 31 day of March, 2015 (the "Effective Date").

ALPINE CITY

By Richard Galt
Its City Administrator

ATTEST:

Cheryl Warrick
City Recorder

APPROVED AS TO LEGAL FORM:

Scott Church
City Attorney

DEVELOPER

By William J. J.
Title President



CURRENT DEVELOPMENT AGREEMENT

EXHIBIT A—RESOLUTION APPROVING PLAT AMENDMENT

EXHIBIT B—FORT CANYON ROAD CROSS SECTION

EXHIBIT C—CROSS SECTION OF SECONDARY ACCESS ROAD

EXHIBIT D—OTHER ROAD CROSS SECTION

EXHIBIT E—DESCRIPTION OF RESTROOM AND PARKING

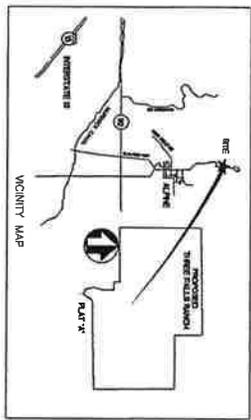
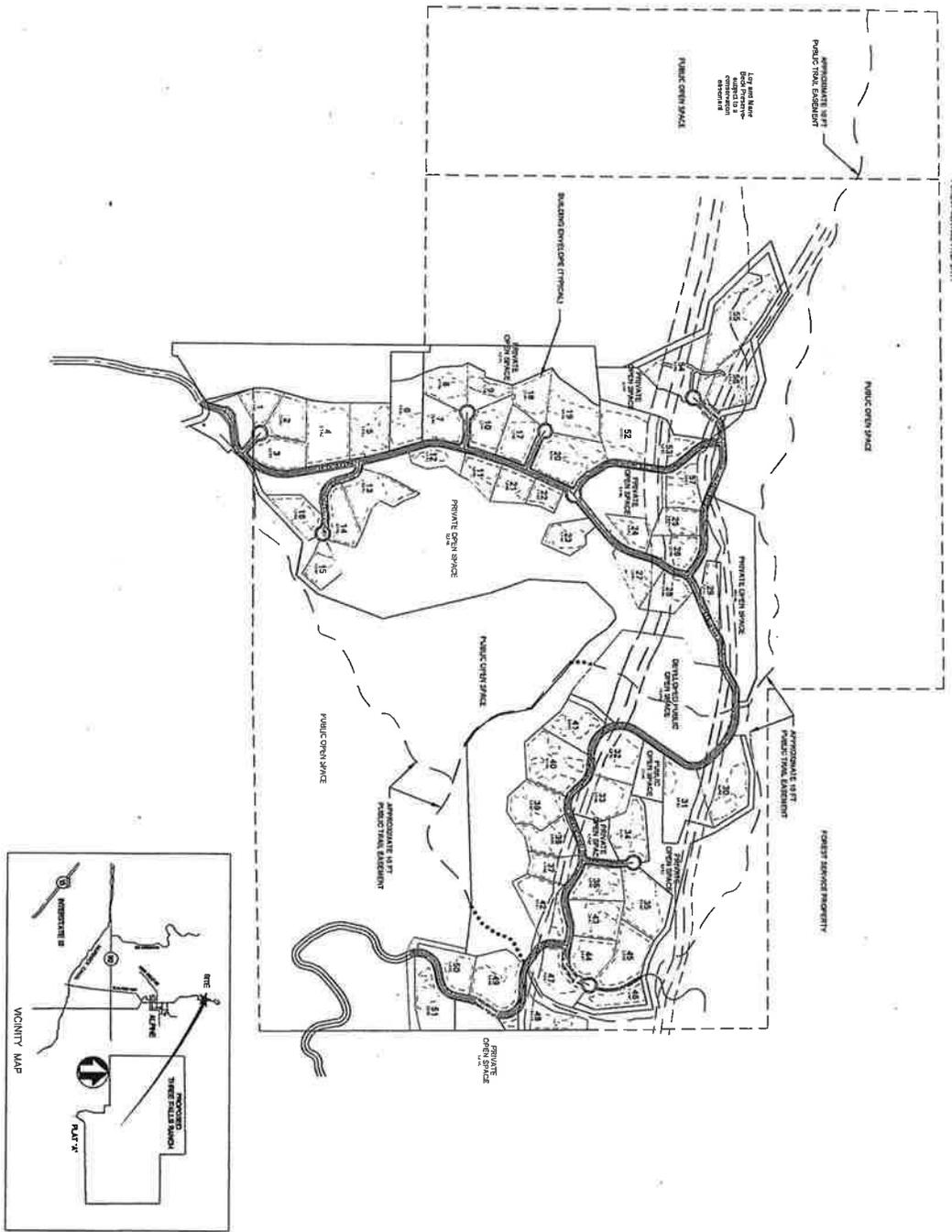
EXHIBIT F--TRAILS

EXHIBIT G—CALCULATION OF SUBDIVISION AND IMPACT FEES TO BE PAID

EXHIBIT A

THREE FALLS RANCH

A SUBDIVISION LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 12, THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 EAST, COUNTY OF GARFIELD, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS SHOWN ON THE ATTACHED MAP AND BEING MORE PARTICULARLY DESCRIBED AS SHOWN ON THE ATTACHED MAP.



1. ALL PROPERTY LIES TO HAVE A 4 FOOT STR IN THE TOP OF CURB ON THE SIDE OF THE ROAD.
2. THE PROPERTY OF EACH LOT LIES ON THE FRONT OF EACH LOT.
3. THE CURB OF EACH ROAD AND SIDEWALK SHALL BE CONCRETE.
4. ALL CURB SHALL BE 4 FT HIGH AND 4 FT WIDE.

SUBDIVISION CERTIFICATE

I, the undersigned, do hereby certify that I am a Registered Land Surveyor, and that I have surveyed the above described land, and that the same is as shown on the attached map and that the same is as shown on the attached map and that the same is as shown on the attached map.

DIMENSIONS AND AREA

SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 EAST, COUNTY OF GARFIELD, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS SHOWN ON THE ATTACHED MAP AND BEING MORE PARTICULARLY DESCRIBED AS SHOWN ON THE ATTACHED MAP.

STATE OF COLORADO
COUNTY OF GARFIELD
PLANNING COMMISSION APPROVAL

APPROVED: _____
DIRECTOR

APPROVED AS TO FORM: _____
CITY ATTORNEY

THREE FALLS RANCH SUBDIVISION

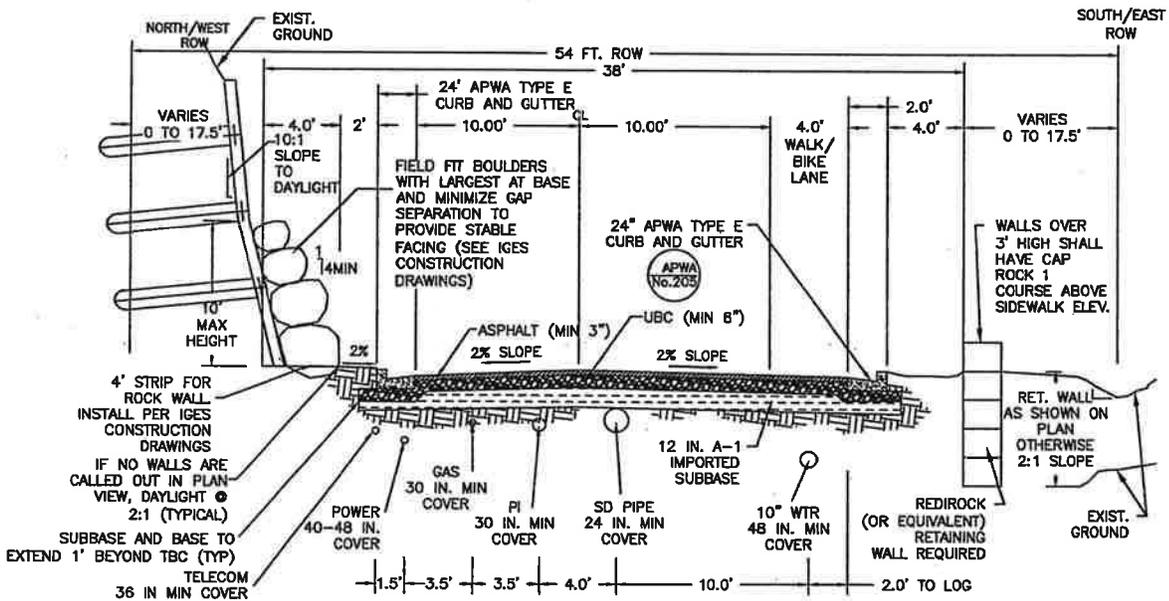
APPROVED:	DATE:
APPROVED AS TO FORM:	DATE:

THREE FALLS BOUNDARY DESCRIPTION

Beginning at the Southeast Corner of Section 12, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence along the Southerly boundary of ILANGENI ESTATES, recorded May 8, 1985 as Entry No. 13218, and Map Filing No. 3163-32(1-3) in the office of the Utah County Recorder, the following four (4) courses, said Southerly line boundary departs from the section line with the first course: (1) South $89^{\circ}52'28''$ West 680.79 feet (2) South $89^{\circ}57'00''$ West 832.00 feet (3) South $89^{\circ}36'23''$ West 103.65 feet (4) South $89^{\circ}24'50''$ West 51.97 feet; thence South $39^{\circ}47'30''$ West 230.08 feet; thence South $43^{\circ}47'28''$ East 37.76 feet; thence South $46^{\circ}12'30''$ West 130.00 feet; thence South $29^{\circ}08'47''$ West 238.65 feet to the Northerly line of Fort Canyon Road, as dedicated in Dedication Deed, recorded September 4, 1970 as Entry No. 9280 in Book 1192, Page 112 in the office of the Utah County Recorder; thence along said Northerly line the following three (3) courses: (1) North $18^{\circ}02'00''$ West 88.86 feet to a 100 foot radius curve to the left (2) along said curve 183.72 feet, having an included angle of $105^{\circ}16'00''$ (3) South $56^{\circ}42'00''$ West 28.27 feet to the Easterly line of the BILLETER survey recorded as No. 97-25; thence North $13^{\circ}41'30''$ West 388.62 feet along the center of a stream to the aforesaid Southerly line of ILANGENI ESTATES; thence along said Southerly line and along the Westerly boundaries of said subdivision the following eight (8) courses: (1) South $89^{\circ}48'00''$ West 3.85 feet (2) North $00^{\circ}14'14''$ East 82.51 feet (3) North $05^{\circ}58'58''$ East 50.90 feet (4) North $15^{\circ}30'00''$ East 330.00 feet (5) North $06^{\circ}00'00''$ East 170.00 feet (6) North $00^{\circ}07'57''$ West 451.34 feet (7) South $89^{\circ}48'28''$ West 399.54 feet (8) North $00^{\circ}15'51''$ East 300.24 feet; thence West 54.98 feet to the center quarter section line; thence along said line South $00^{\circ}09'14''$ West 41.55 feet to the 40 acre line; thence along said line North $89^{\circ}46'04''$ West 2637.99 feet to the Westerly line of aforesaid Section 12; thence along said Westerly line and the periphery of said section the following five (5) courses: (1) North $00^{\circ}23'10''$ East 1311.89 feet to a county monument (2) North $00^{\circ}08'06''$ West 2661.09 feet to a county monument (3) North $89^{\circ}14'04''$ East 2646.43 feet (4) North $89^{\circ}14'04''$ East 2646.43 feet to a county monument (5) South $00^{\circ}15'23''$ East 1376.89 feet to the 40 acre line of Section 7, Range 2 East; along said line North $89^{\circ}46'44''$ East 2660.38 feet to the center quarter section line; thence along said line South $00^{\circ}27'52''$ East 3822.54 feet; thence South $89^{\circ}41'32''$ West 1.28 feet; thence South $01^{\circ}04'49''$ East 118.95 feet to the South Quarter Corner of said Section 7; thence along the Southerly line of said Section 7, South $88^{\circ}33'17''$ West 2717.08 feet to the Beginning.

Contain 35,124,628 square feet or 806.350 acres.

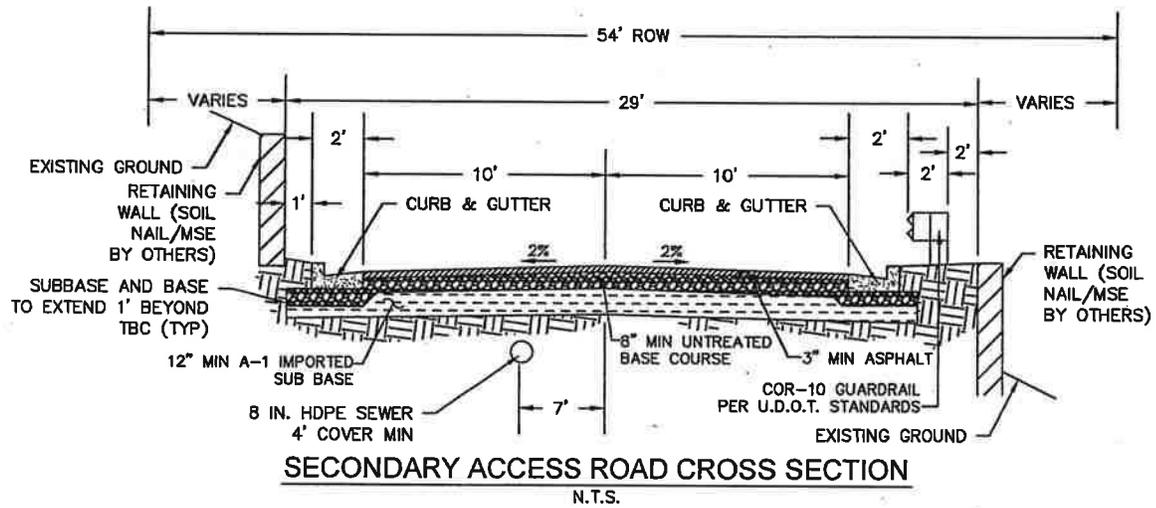
EXHIBIT B



FORT CANYON ROAD CROSS SECTION

N.T.S.

EXHIBIT C



CURRENT DEVELOPMENT AGREEMENT

EXHIBIT D

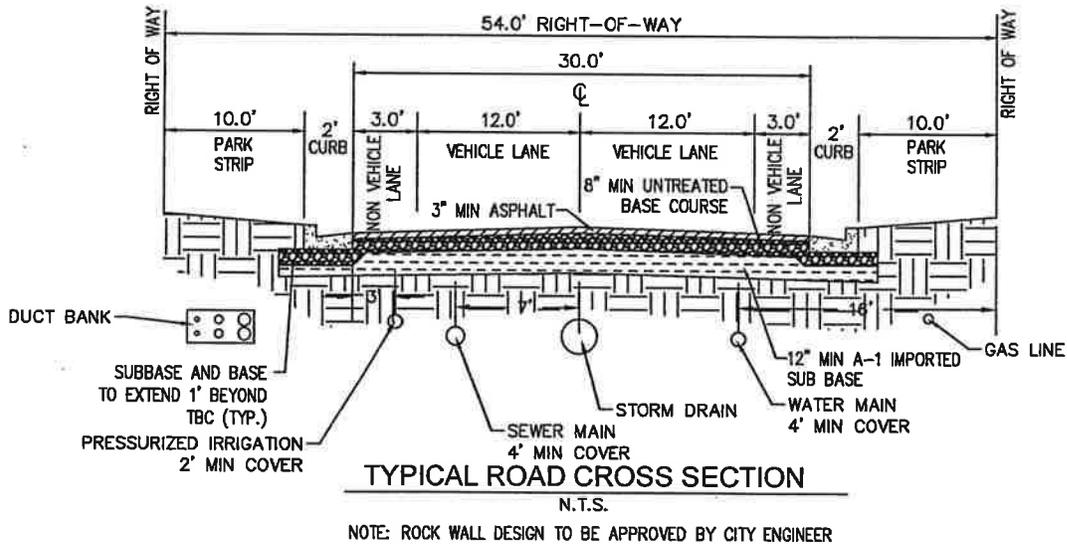


EXHIBIT G

CALCULATION OF SUBDIVISION AND IMPACT FEES TO BE PAID

STORM DRAIN IMPACT FEES: 57 LOTS X \$800/LOT = \$45,600

STREET IMPACT FEES: \$0

PARKS/TRAILS IMPACT FEES: 20 LOTS X \$2,688/LOT = \$53,760

ALL SUBDIVISION FEES THAT ARE IN PLACE AT THE TIME THE PLAT IS RECORDED WILL BE REQUIRED TO BE PAID FOR THE DEVELOPMENT.

MINUTES AND MOTION REGARDING GATES
ON THE SECONDARY ACCESS ROAD
AUGUST 25, 2015

Rich Nelson said they were also planning to expand the cemetery. There were two areas that could be developed. He would come back with the projected costs for expansion.

H. T-Mobile Cell Tower Modification in Lambert Park: Jason Bond said T-Mobile was proposing to modify the cell tower in Lambert Park by replacing the existing antennas and adding some additional antennas. The Planning Commission had reviewed the application and recommended approval.

MOTION: Will Jones moved to approve T-Mobile's application to modify the cell tower in Lambert Park to replace antennas and add additional antennas with the condition that the additional antennas match the color currently on the tower. Troy Stout seconded. Ayes: 5 Nays: 0. Will Jones, Troy Stout, Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Motion passed.

Will Jones recused himself from the following item and sat in the audience.

I. Three Falls Secondary Access Road: Rich Nelson said there were two issues to consider. First, did they want the secondary access road left open year-round? Second, did they want crash gates on the road?

Will Jones had met with staff regarding the secondary access road for Three Falls subdivision. He also submitted a letter which was included in the packet. The letter stated that since the road was narrow and winding, they would like to close the road for safety reasons and install gates at each end. The gates could be automatically opened by a siren or by homeowners in the subdivision who would have a key fob to activate the gate in an emergency.

Mayor Watkins said it would be easier to close the road in the beginning than start out with an open road and try to close it later on.

Shane Sorensen said staff recommendation was that the road be closed in the winter but passable. With the southern exposure he didn't know if it would need to be plowed and he didn't want his men up there plowing snow in the winter.

Fire Chief Brad Freeman said the fire code stated it had to be maintained year-round for emergency access. It had to be accessible to fire trucks.

Rich Nelson said the developer would be responsible to plow the road in the winter. There was no question that it should be maintained. The question was did the Council want crash gates at each end of the road. Brad Freeman said he was fine with crash gates as long as it was plowed.

Will Jones reiterated that there would be two gates, one at the top and one at the bottom. The HOA would be responsible to plow the road.

David Church noted that the Ilangeni Estates (Three Falls) used to have a dead end loop road which was the only public road up there. The Council requested an emergency exit out the back end of the development and the developer had supplied it.

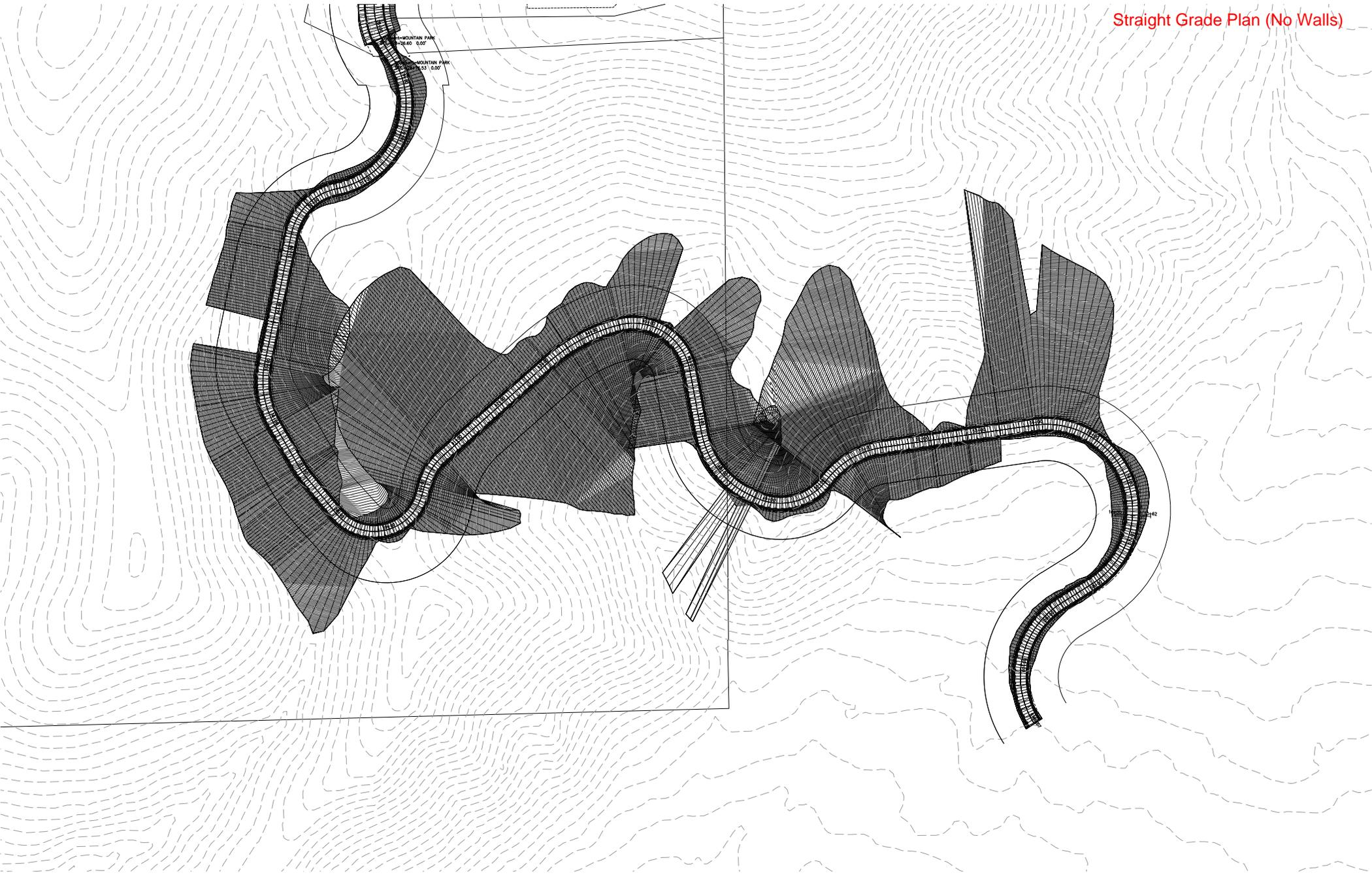
Shane Sorensen said the road would have 20 feet of pavement and curb on both sides, but no sidewalk.

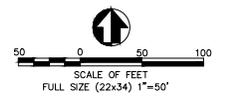
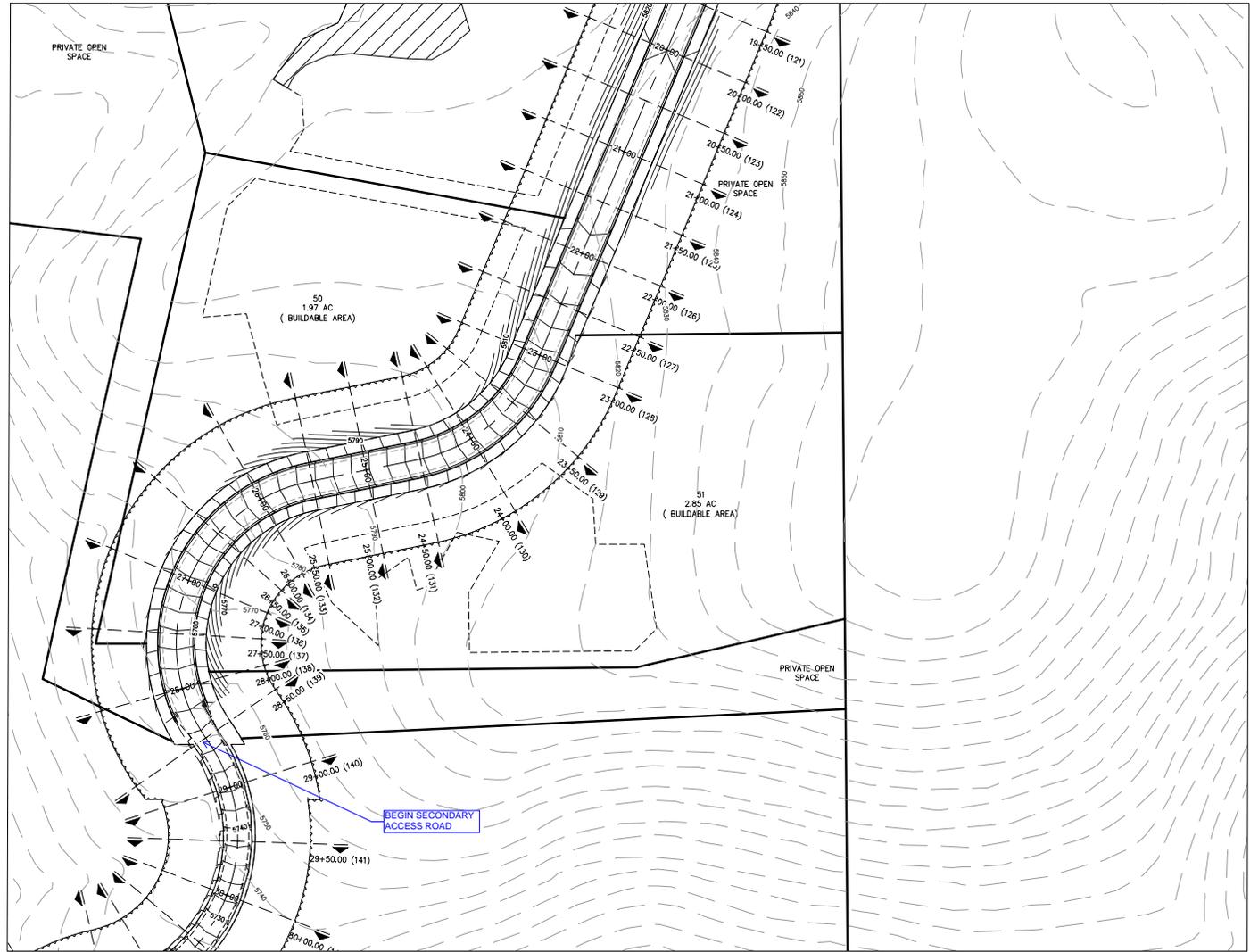
MOTION: Kimberly moved approve the developer's proposal for crash gates for the secondary access road for Three Falls subdivision. Roger Bennett seconded. Ayes: 4 Ayes: 0. Kimberly Bryant, Lon Lott, Roger Bennett, Troy Stout voted aye. Motion passed. Will Jones abstained.

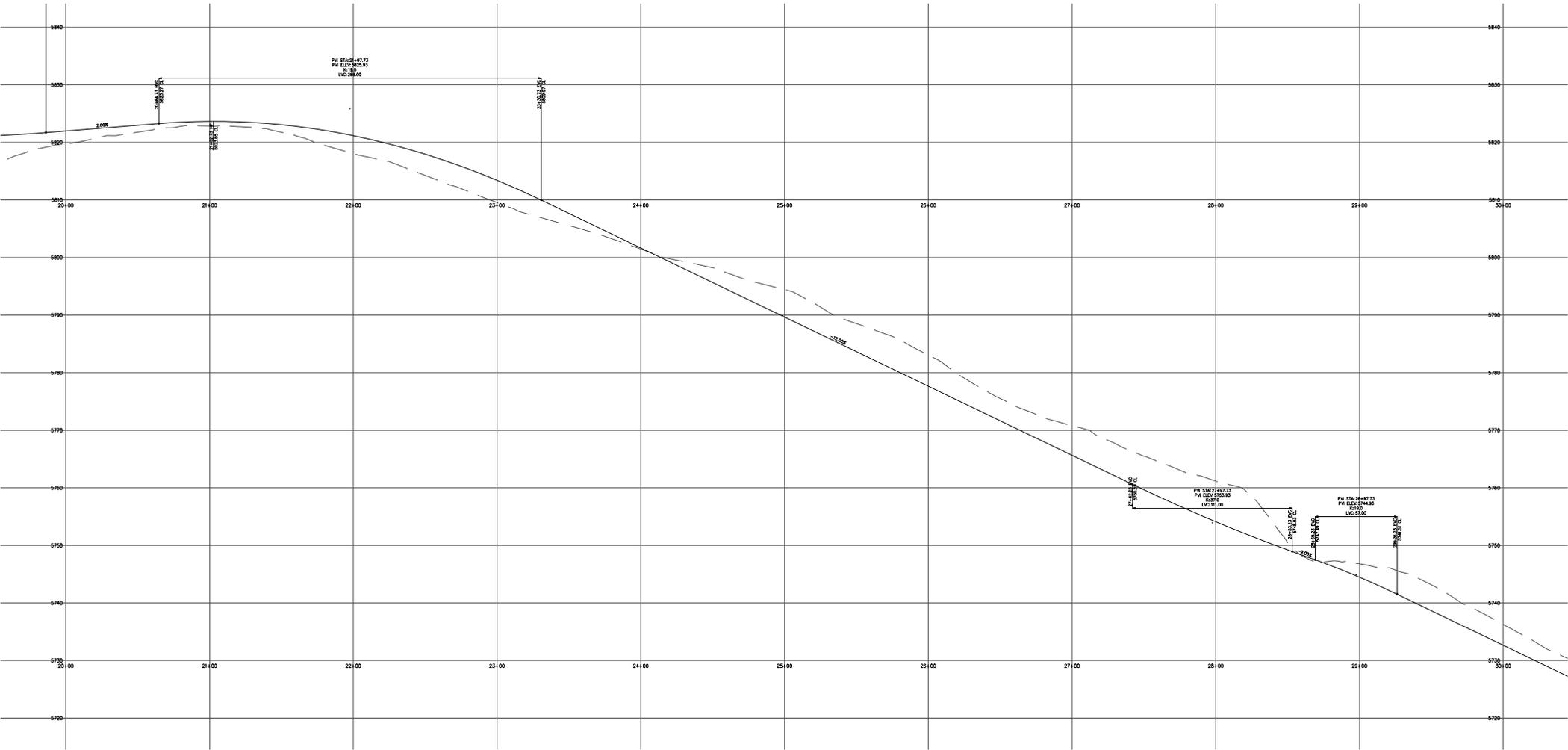
In response to a question, Will Jones said the parking lot and trail would be part of the first phase.

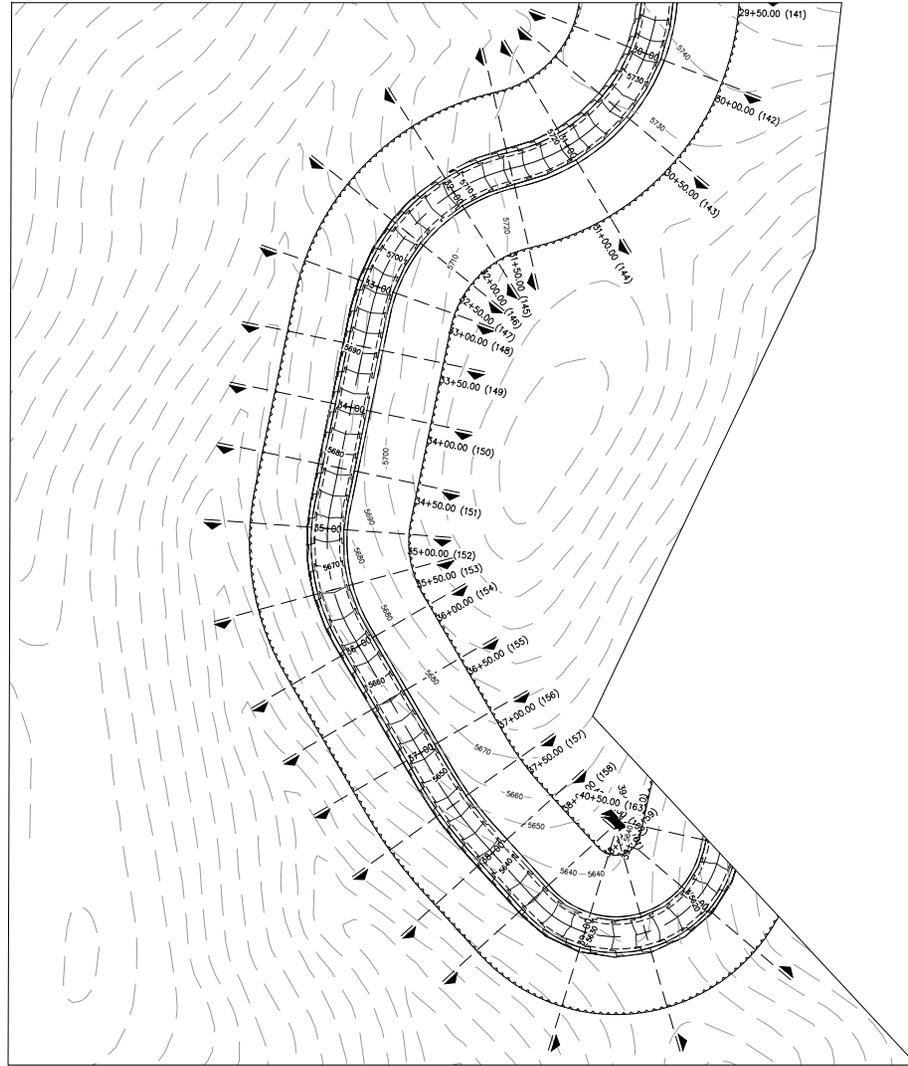
J. Creekside Park Pavilion Reservation Fee: Rich Nelson proposed increasing the reservation fees for Creekside Park to \$100. Alpine had become a hotspot because they charged less than other places and it was nice. People outside Alpine wanted to come and use the park, which limited the availability for Alpine residents.

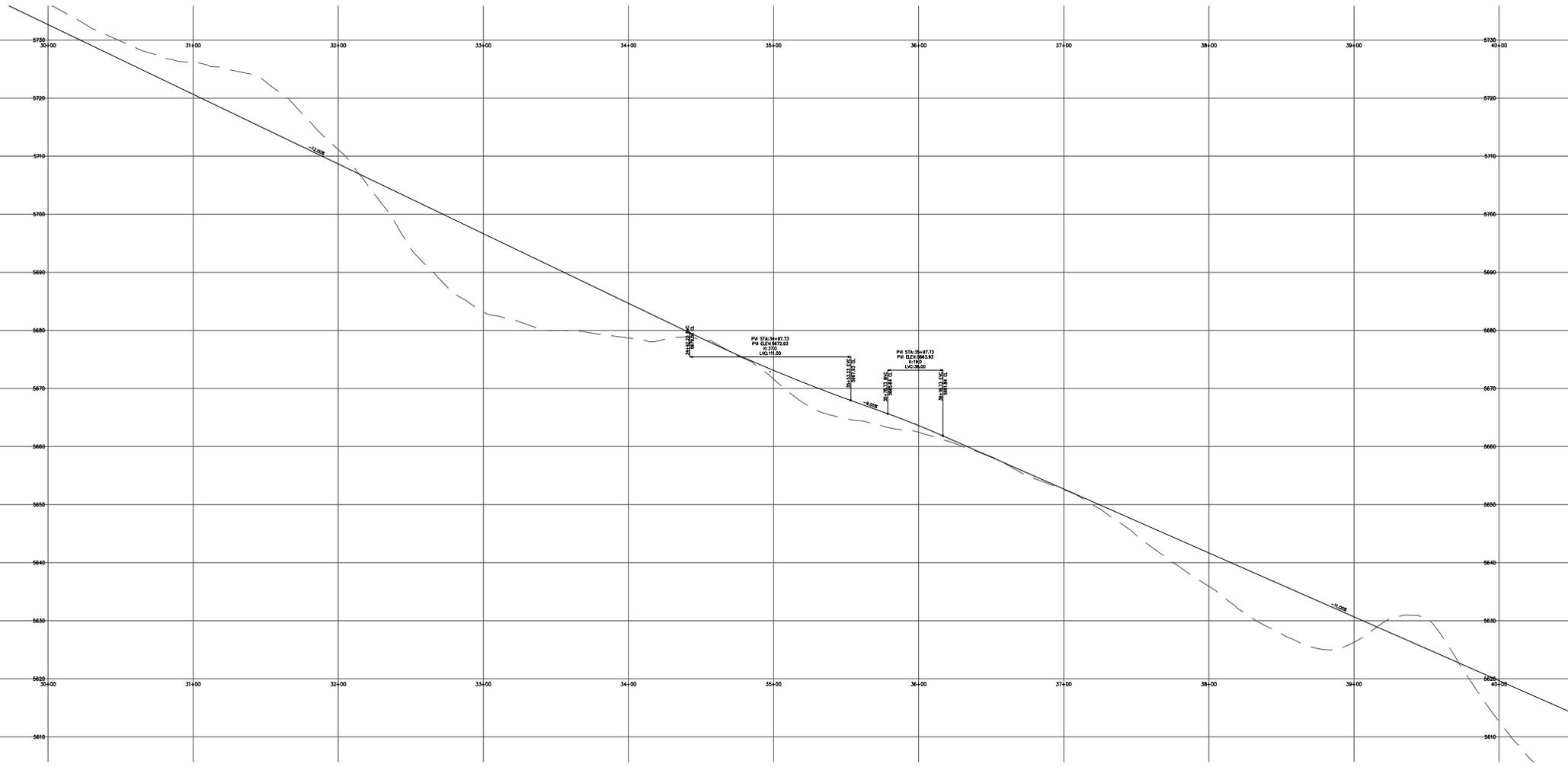
Straight Grade Plan (No Walls)



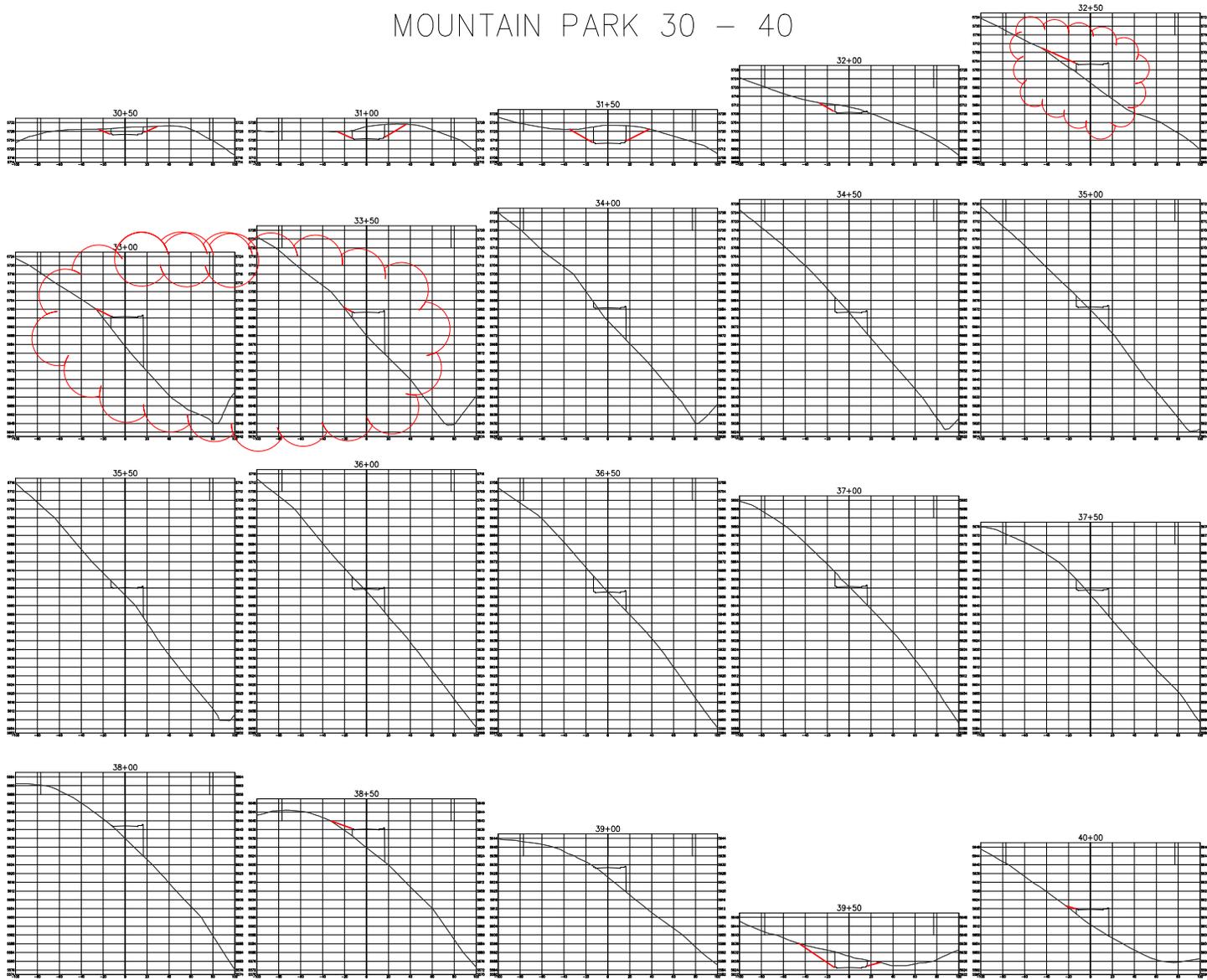


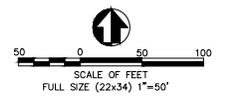
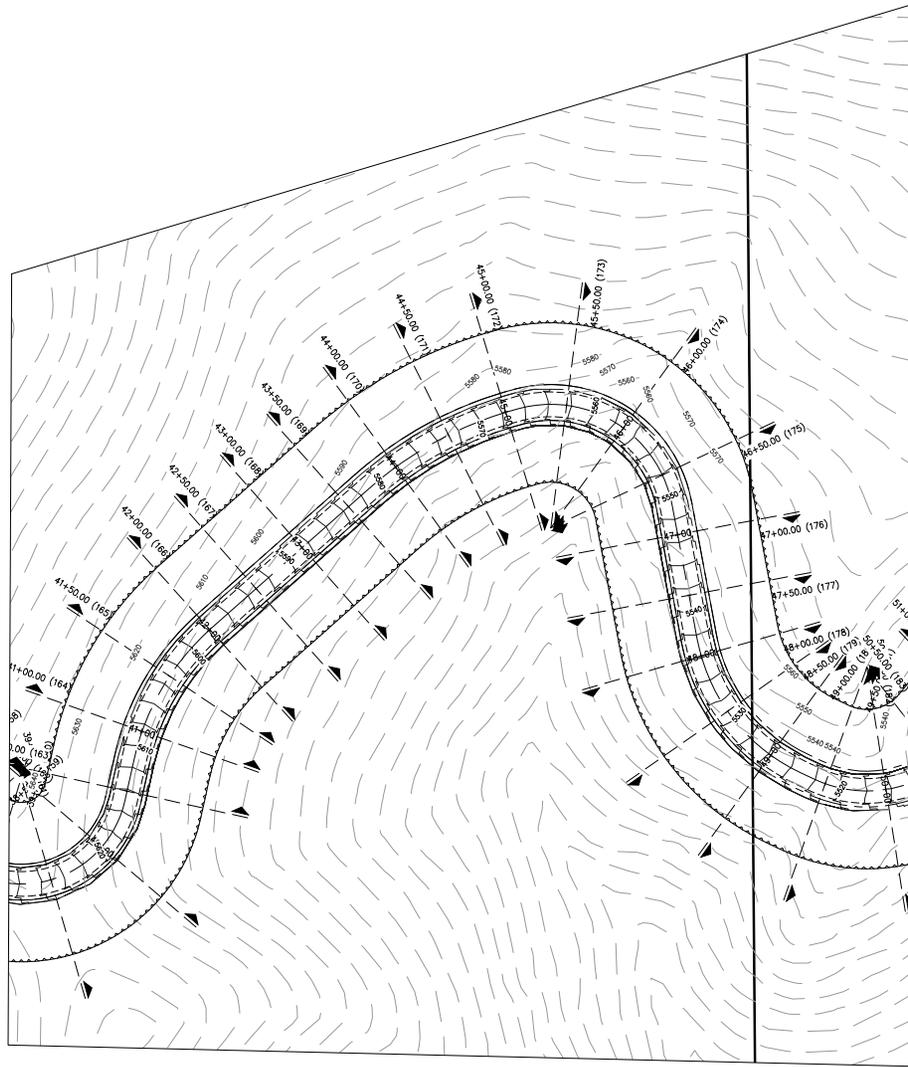


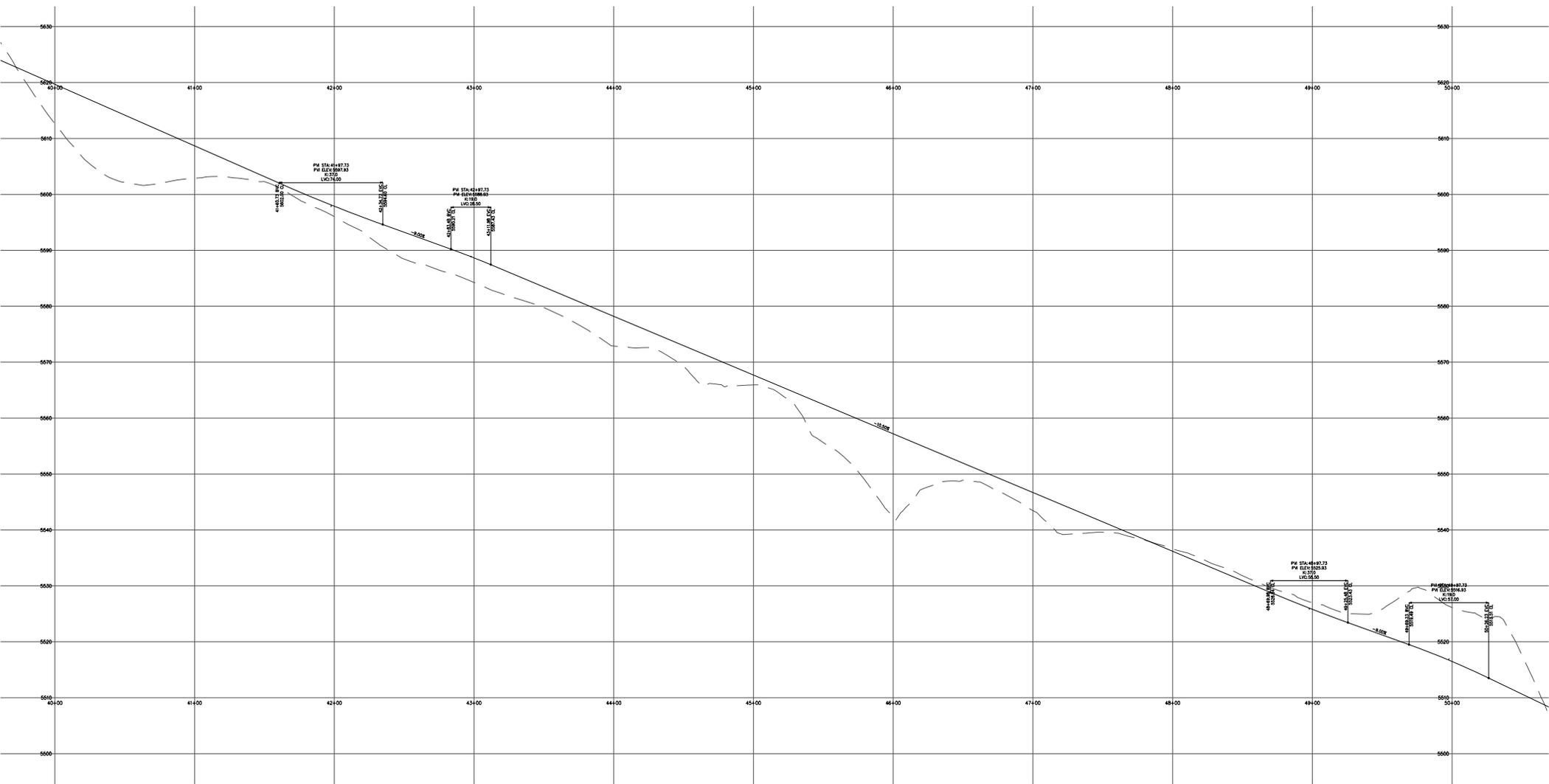




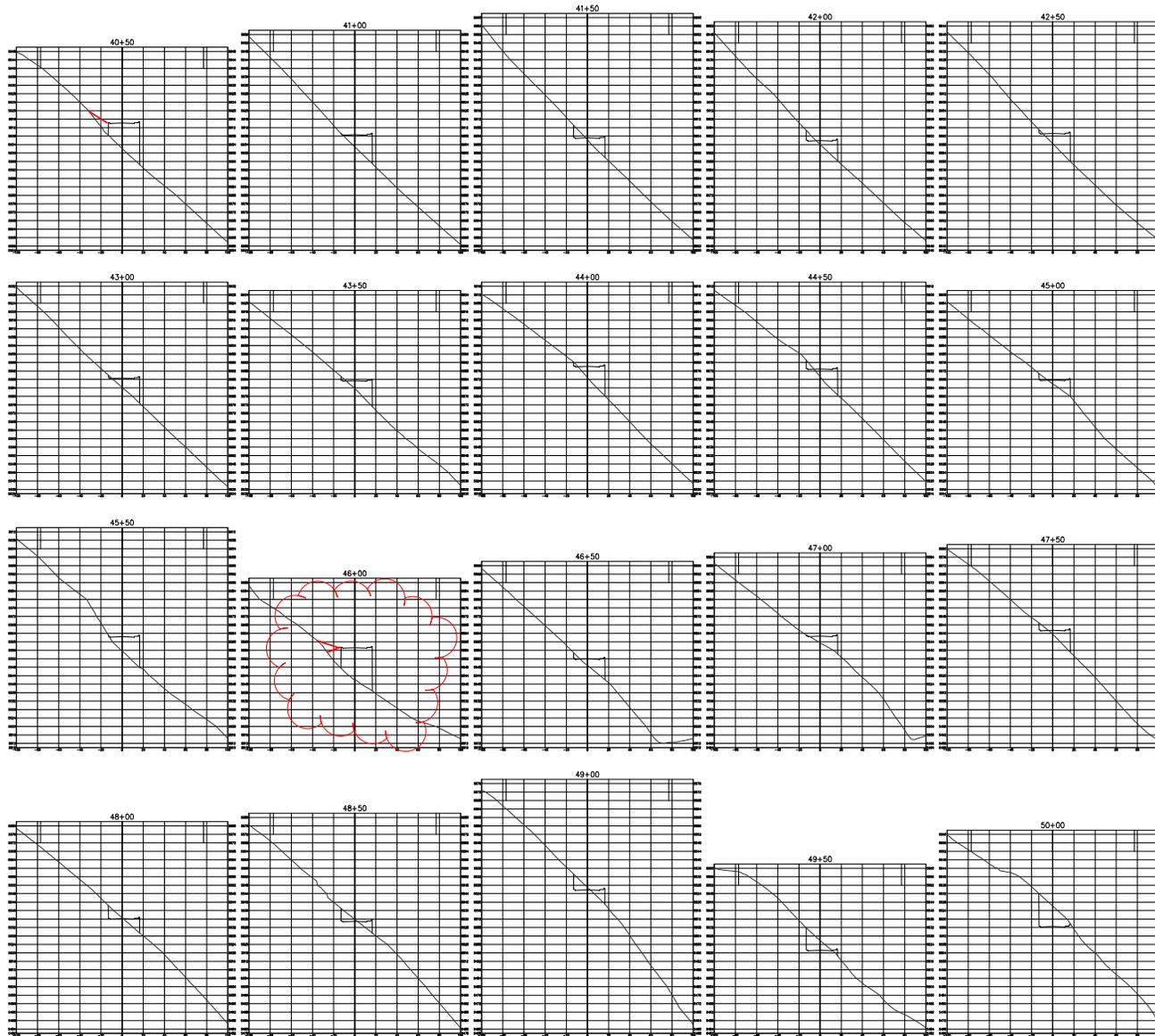
MOUNTAIN PARK 30 – 40

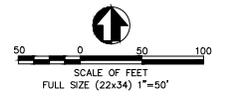
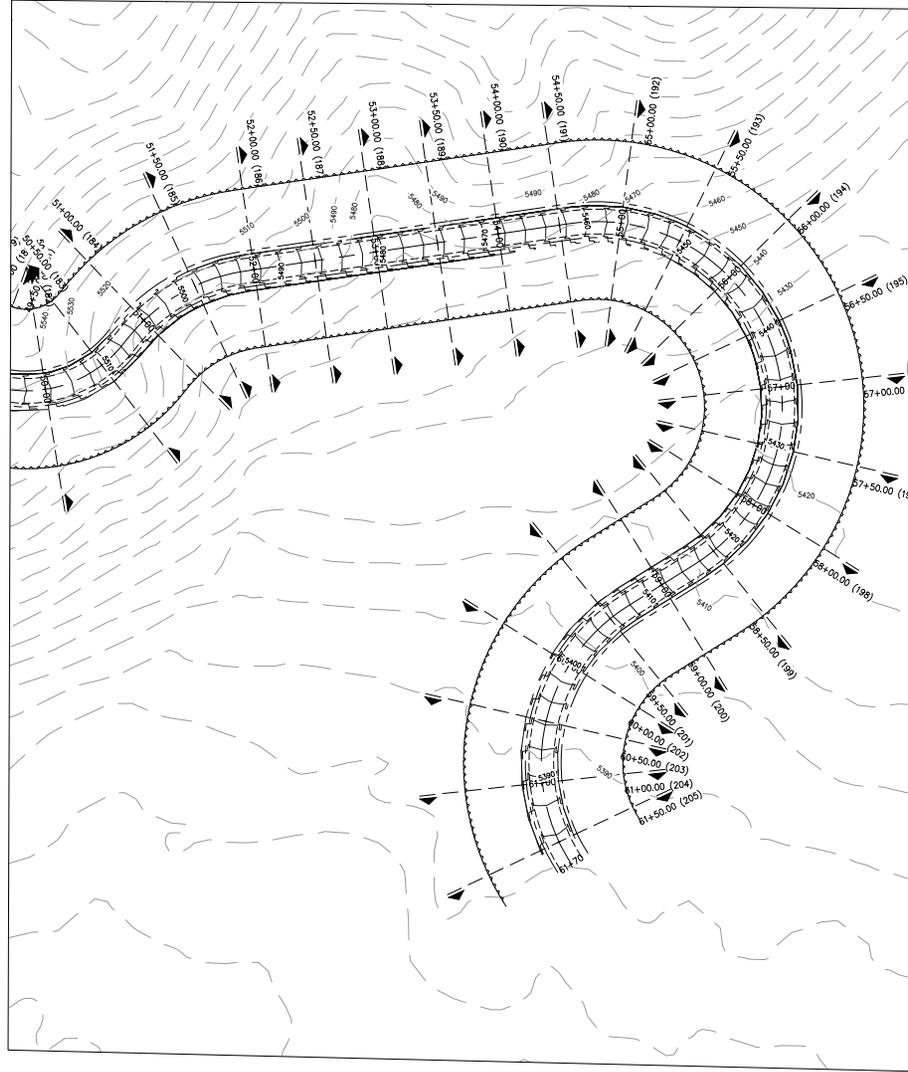


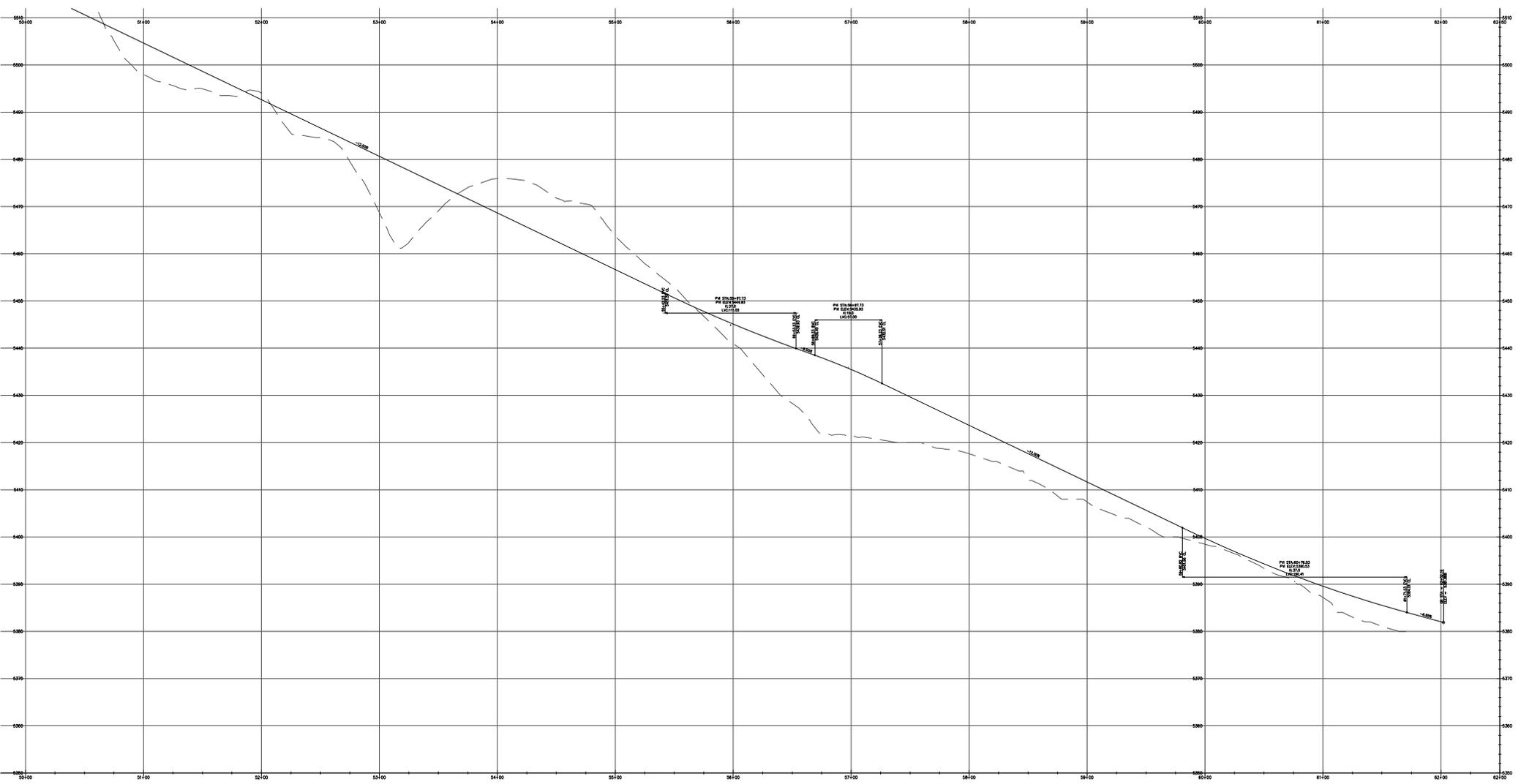




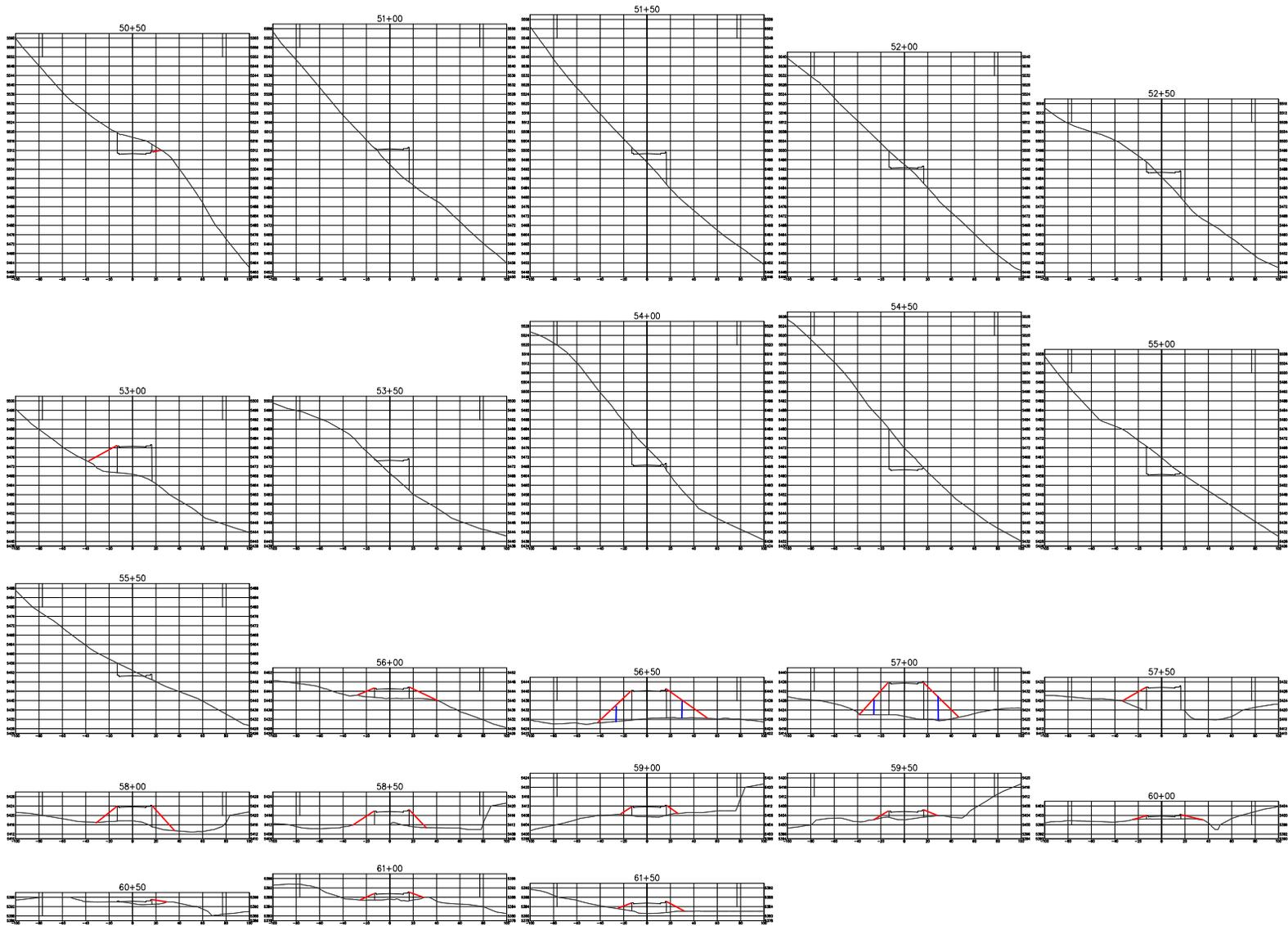
MOUNTAIN PARK 40 – 50







MOUNTAIN PARK 50 – 60



from any defect in material or workmanship.

3. Public Improvements to be completed by Developer.

(a) Fort Canyon Road. Developer hereby agrees to reconstruct the existing City road known as Fort Canyon Road from Meadow Lark Drive to the Subdivision to the cross section as shown in Exhibit B hereto. The road shall be constructed to the adopted City Standards and Specifications. Fort Canyon Road reconstruction must be completed as part of first construction phase of the Subdivision. Developer shall bear the full cost including installation of all public and private utilities.

(b) Secondary access road. The amended Subdivision plat provides for a secondary access public road. Developer shall build this road to the cross section in Exhibit C hereto. The road shall be constructed to the adopted City Standards and Specifications. The Secondary Access Road shall be completed at time of development of lots located east of Fort Creek presently designated as lots 30 through 51. The Developer agrees to bear full cost of the road construction, including any necessary utilities.

(c) Other subdivision roads. The Developer shall provide the required subdivision roads to the current City Standards and Specifications section shown in Exhibit D. The Developer agrees to bear the full cost of these additional public roads and other Public Roads. These additional public roads and other Public Roads shall be constructed in phases as required for obtaining

(d) Rights of way dedication. The Developer shall dedicate the rights of way for any Subdivision road, the Secondary Access Road and Fort Canyon road improvements either prior to or concurrent with the Subdivision plat with the Utah County Recorder. The City agrees that roads within the Subdivision may need to be reconstructed for various reasons and the City will cooperate in such reconstruction.

(e) Culinary Water system. The Developer agrees to extend the City's culinary water system from the existing City main to the Subdivision providing the infrastructure necessary to service the Subdivision. Developer agrees that the Public Infrastructure for the water system for the Subdivision shall consist of two tanks to be constructed by the Developer and all mains and laterals. The Developer agrees that the tanks shall be located as required by the City Engineer. The tank sizes will each be 500,000 gal. capacity. The Developer agrees that it will bear the full cost of construction of the tanks including all necessary utilities. The City agrees that the first tank (sized 500,000 gal.) only along with water mains, pump stations, pressure relief valves and other required supporting water infrastructure will need to be constructed prior to building permits being issued for what are presently designated as lots 1 through 29 and lots 30 through 51 in the Subdivision. The City agrees that the second tank will only be necessary and needed to be constructed and operational for building permits for lots presently designated as 30 through 51. The Parties agree the tanks, mains and laterals are to be constructed to City Standards and Specifications.

The road will be 20' of pavement, with necessary guardrails
The road will be Private and maintained as a secondary access. Snow removal and all road maintenance will be responsibility of HOA. City will give easement

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SUBDIVISION IMPROVEMENT AND GUARANTEE AGREEMENT

This Subdivision Improvement and Guarantee Agreement (the "Agreement") is entered into as of the Effective Date (defined below), by and between the parties described below for the purpose of guaranteeing completion of improvements hereinafter described.

PARTIES

"Developer": Name: Three Falls Development, Inc/
Address: Attn: Aaron Rust, Vice-President
372 South Main, Suite 8
Alpine, UT 84004

"City": Alpine City, a municipal corporation of the State of Utah,
20 North Main Street, Alpine, Utah 84004

RECITALS

- A. Developer desires to amend a current subdivision plat in the City known as Ilangeni Estates by adding certain property into the plat and renaming the plat as Three Falls Ranch (herein "Subdivision").
- B. City has approved the amendment of the plat for the Subdivision on certain conditions.
- C. The recording of the amended Plat for the Subdivision requires Developer to complete both on and off site improvements that are intended to be dedicated for public use and owned by the City in the future (hereinafter "Public Improvements"), including (i) City-approved engineering drawings for the Subdivision,; (ii) that have been made a condition of approval of the subdivision as reflected by the resolution and proposed amended plat adopted by the City approving the amendment of the Subdivision, which are hereby incorporated herein by this reference and is attached as Exhibit A hereto (iii) the proposed amended plat shall conform to all City requirements and will conform substantially to Exhibit A, which contains reference for lot count or density, lot configuration, and road alignment; and (iv) those set forth specifically in this agreement, and (v) those required by ordinance of the City.
- D. City will not allow recording of the Amended Subdivision Plat until this agreement is entered into. and adequate provisions have been made to guarantee completion of the Public Improvements, which shall be installed in accordance with the ordinances, standards and specifications of City.
- E. Developer is further required to warrant the Public Improvements for a one year period of time following construction and acceptance by the City.
- F. The City currently cannot issue any building permit for any lot in the current or proposed amended Subdivision until off site road improvements have been completed and until the lots are improved with all required public improvements including water, sewer, and storm drain and is served by adequate private utilities.

Now, **therefore**, in consideration of the premises and other valuable consideration, the Developer and City (each a "Party," and collectively the "Parties") agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement and are made a part hereof. Exhibits and addenda attached hereto are hereby incorporated into this Agreement by reference.

2. **Additional Definitions.**

(a) "Failure to Perform" or "Fail to Perform," as used in this Agreement, shall mean the non-performance in a timely manner by a Party of any obligation, in whole or in part, required of such Party by the terms of this Agreement or required by City ordinance or other applicable law. A Failure to Perform shall occur after 30 days written notice and opportunity to cure is given to the Party which has failed to perform, describing with sufficient specificity, the failure the nature of the non-performance. The non-performing Party shall then have 30 days from the date of notice to cure any non-performance. In addition, Developer's Failure to Perform shall also include: (i) abandonment of the Project as determined in the reasonable discretion of City; (ii) Developer's insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy and failure to dismiss such proceedings within 90 days of such filing or proceeding; (iii) the commencement of a foreclosure proceeding against the Project property; or (iv) conveyance of the Project or property in lieu of foreclosure.

(b) "Financial Guarantee" as used in this agreement shall mean one of the following: an escrow agreement with a financial institution in a form approved by the City; a bank letter of credit; a surety bond; or a cash deposit with the City in the amount of One Hundred Twenty Percent (120%) of the City Engineer's Cost Estimates of the public improvements required for the Subdivision, or the remainder thereof as reductions are allowed.

(c) "City Standards and Specifications" as used in this Agreement shall mean the City's adopted standards and specifications that are in effect at the date the construction of the Public Improvement is commenced, which are now currently the APWA Manual of Standard Specifications 2007 Edition, the APWA Manual of Standard Plans 2007 Edition and the Amendment to Manual of Specifications – 2007 Supplement, but which may be amended or supplemented to in the future by formal action of the City Council

(d) "Warranty Commencement Date," as used in this Agreement, shall mean the date specified in writing by the City Engineer when the City accepts the Public Improvement, or any phase or subsystem thereof and accepts ownership and responsibility for maintenance thereof, or if not so specified, the date on which the City Engineer executes the written authorization for the release of ninety percent of the Financial Guarantee upon acceptance of the Public Improvements, as hereinafter described.

(e) "Warranty Period," as used in this Agreement, shall mean the period of time commencing on the Warranty Commencement Date and terminating on the same month and day of the following year during which period of time the Developer shall warrant the improvements

from any defect in material or workmanship.

3. Public Improvements to be completed by Developer.

(a) Fort Canyon Road. Developer hereby agrees to reconstruct the existing City road known as Fort Canyon Road from Meadow Lark Drive to the Subdivision to the cross section as shown in Exhibit B hereto. The road shall be constructed to the adopted City Standards and Specifications. Fort Canyon Road reconstruction must be completed as part of first construction phase of the Subdivision. Developer shall bear the full cost including installation of all public and private utilities.

(b) Secondary access road. The amended Subdivision plat provides for a secondary access public road. Developer shall build this road to the cross section in Exhibit C hereto. The road shall be constructed to the adopted City Standards and Specifications. The Secondary Access Road shall be completed at time of development of lots located east of Fort Creek presently designated as lots 30 through 51. The Developer agrees to bear full cost of the road construction including any necessary utilities.

(c) Other subdivision roads. The Developer agrees that it shall build all other required subdivision roads to the current City Standards and Specifications except with the cross section shown in Exhibit D. The Developer agrees to bear full cost of this road construction. These additional public roads and other Public Improvements within the Subdivision may be constructed in phases as required for obtaining future building permits.

(d) Rights of way dedication. The Developer hereby agrees to dedicate to the City all rights of way for any Subdivision road, the Secondary Access Road and for the offsite Fort Canyon road improvements either prior to or contemporaneously with the filing of the amended plat with the Utah County Recorder. The City acknowledges that it is possible that some of the roads within the Subdivision may need to be relocated depending upon geotechnical or other reasons and the City will cooperate in such relocations if and when such may be required.

(e) Culinary Water system. The Developer hereby agrees to bear the full cost of extending the City's culinary water system from current terminus to the Subdivision and to providing the infrastructure necessary to service the subdivision with culinary water. The Developer agrees that the Public Infrastructure for the water system for the Subdivision shall consist of two tanks to be constructed by the Developer and all mains and laterals. The Developer agrees that the tanks shall be located as required by the City Engineer. The tank sizes will each be 500,000 gal. capacity. The Developer agrees that it will bear the full cost of construction of the tanks including all necessary utilities. The City agrees that the first tank (sized 500,000 gal.) only along with water mains, pump stations, pressure relief valves and other required supporting water infrastructure will need to be constructed prior to building permits being issued for what are presently designated as lots 1 through 29 and lots 30 through 51 in the Subdivision. The City agrees that the second tank will only be necessary and needed to be constructed and operational for building permits for lots presently designated as 30 through 51. The Parties agree the tanks, mains and laterals are to be constructed to City Standards and Specification.

(f). Sewer. The Developer shall be responsible to construct sewer mains and laterals from current terminus of City system. These shall be built to current City Standards and Specifications.

(g). Open space. All public open space shown on the proposed amended plat shall be dedicated to public use at the time of the recording of the amended plat with the County Recorder. The Developer agrees to construct the minimum acreage of developed public open space required to meet the density of 57 (fifty seven) lots, which consists of a public trailhead and restroom, developed pond area and parking as more specifically described in Exhibit E hereto. The Developer will deed the parcel(s) for the trailhead, pond area and parking to the City, which will then be responsible for the public trailhead and related trails pursuant to Exhibit E. The improved public open space shall be constructed contemporaneously with any road upon which the improved public open space fronts. The Developer agrees to construct trails as shown on Exhibit F hereto as part of the construction and development of the first lots in the Subdivision consisting of single track unpaved hiking, biking, and horse trail. The Developer agrees as part of the initial construction of the Subdivision that it will delineate the public and private open space with fences and signs.

(h). Storm Drainage. Developer hereby agrees that it shall be responsible to build a storm water control system for the Subdivision that meets the City's Standards and Specification.

(i). Other utilities. Developer agrees that it shall be responsible to see that private utilities consisting of gas, telephone and power are provided to the lots with no contribution from the City.

(j). Secondary Water. The City agrees that no secondary water service infrastructure will be required for this Subdivision.

(k). Construction plans and specification. Prior to construction of any Public Improvement the Developer agrees that it shall submit its plans and specifications to the City Engineer for review and approval.

4. Building Permits. Because this is an amended plat of an existing derelict subdivision the City agrees that it will not require the Developer to post a Financial Guarantee as normally required by City ordinance prior to plat recording. However, the Developer specifically agrees that the City will not be required to issue a building permit for any lot in the Subdivision prior to the time that the offsite Fort Canyon Road is constructed and prior to the time that the lot proposed for the permit has working water, sewer, gas, power, and frontage on a fully improved public road. In the alternative the Developer may, after installing sufficient public improvements to meet the fire code requirements for a building permit, provide to the City a Financial Guarantee in the amount of One Hundred Twenty Percent (120%) of the City Engineer's estimate cost of the construction of some or all of the above remaining required improvements to get a building permit issued. The Developer specifically agrees that this restriction on issuing building permits shall be made a matter of record with the plat and shall be disclosed to all owners and future purchasers of any lot in the subdivision.

5. Construction Bonding. Developer agrees that all contractors it engages to work within any public right of way of the City shall be required to provide to the City payment and

performance bonds for the proposed construction of the Public Improvements in the form and amount approved by the City Engineer or in the alternative the Developer may provide a Financial Guarantee in the amount of One Hundred Twenty Percent (120%) of the City Engineer's Cost estimates for completion of the Public Improvement the contractor is engaged to be working on.

6. Reduction and Release of Financial Guarantee and release of payment and performance bonds.

(a) Compliance Required. Reduction in a Financial Guarantee or release of contractor's bonds shall be determined in the reasonable discretion of City and as otherwise provided by this Agreement and by existing City ordinance. No reduction or release shall be authorized until such time as City has inspected and found the Public Improvement to satisfactorily comply with the requirements of the City, as provided by City Standards and Specifications, and the approved plans and specifications for the Subdivision.

(b) Reductions. Developer may request a partial release of the Financial Guarantee upon completing the Public Improvement, and upon satisfactory inspection and testing. The reduction shall not exceed 80% of the Cost Estimates for the Public Improvement for which reduction is sought. Reductions shall be evidenced by the written authorization of the City Engineer.

(c) Acceptance of Improvements/ Warranty Period Retainage. Developer may request a reduction in the Financial Guarantee down to ten percent (10%) of the original amount after any Public Improvements for the Subdivision is complete and upon acceptance by the City Engineer. The City may retain ten percent (10%) of the Estimated Cost ("Retainage") during the Warranty Period to warrantee the City against defects in material and workmanship. The release of Financial Guarantee down to the ten percent (10%) shall be evidenced by written authorization of the City Engineer, and shall constitute the Warranty Commencement Date if no other notice is given. Upon release of the Financial Guarantee

(d) Final Release; Release of Retainage. After Final Acceptance, as described below, City agrees to release the Retainage (the "Final Release").

7. Final Acceptance. Final Acceptance of any Public Improvement shall occur after completion of the 1-year applicable warranty period, inspection, and verification by the City Engineer that the Public Improvement was completed in accordance with the requirements of the City as of the Effective Date, and has been properly repaired where required under the City ordinances. Upon Final Acceptance, the City agrees that it will release the balance of the Financial Guarantee to the Developer.

8. Use of Financial Guarantee. In the event Developer Fails to Perform, City may use and expend all the Financial Guarantee, or such lesser amount as may be necessary, to complete and/or repair the Public Improvements to the condition anticipated under this Agreement. To the extent that the Financial Guarantee exceeds the cost to complete the construction and/or repair of the Public Improvements, the City shall return any excess to the Developer, the same as if the Developer performed the work.

9. **Failure to Perform.** A Party's Failure to Perform shall give the other Party the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement.

10. **Other Requirements.** Developer shall, as a pre-condition to the City recording the amended plat, do the following:

(a) Water Policy The City has previously received water rights for 37 lots for the Subdivision. The Developer shall comply with the City water policy by providing 43.86 acre-feet of water in Alpine Irrigation Company shares as provided for in City ordinances which includes water for an additional 20 homes sites which will be limited to no more than one acre of outside irrigation.

(b) Fees. All subdivision and impact fees shall be paid in the amount shown on Exhibit G hereto.

(c) Title Report. A current Title Report shall be submitted to the City and all owners shown thereon have consented to the amended plat being recorded.

(d) Tax Clearance. A Tax Clearance letter from Utah County shall be submitted to the City.

(e) Roll Back Taxes. The Developer shall go to the Utah County Assessor's Office to determine if any rollback/greenbelt taxes exist on the property, and shall pay any and all rollback/greenbelt taxes associated with the property to the Utah County Treasurer's Office. The Developer shall provide proof to the City that all rollback/greenbelt taxes are paid.

11. **No Third-Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to City and Developer and not to third parties.

12. **Attorney Fees.** In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any Party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing Party to the controversy shall pay to the successful Party reasonable attorney fees incurred by such Party, and such costs and expenses as are incurred in enforcing this Agreement.

13. **Notice.** Notice to Developer or City shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

14. **Applicability of Ordinance.** This agreement does not supersede, but implements, the Alpine City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

15. **Successors' Enforcement.** The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties' interest through foreclosure, trust deed, sale, bankruptcy or otherwise.

IN WITNESS WHEREOF, the Parties have executed this Subdivision Improvement and Guarantee Agreement as of this 31 day of March, 2015 (the "Effective Date").

ALPINE CITY

By Richard Hebb
Its City Administrator

ATTEST:

Cheryl Warrick
City Recorder

APPROVED AS TO LEGAL FORM:

Dale Clave
City Attorney

DEVELOPER

By William J. [Signature]
Title President



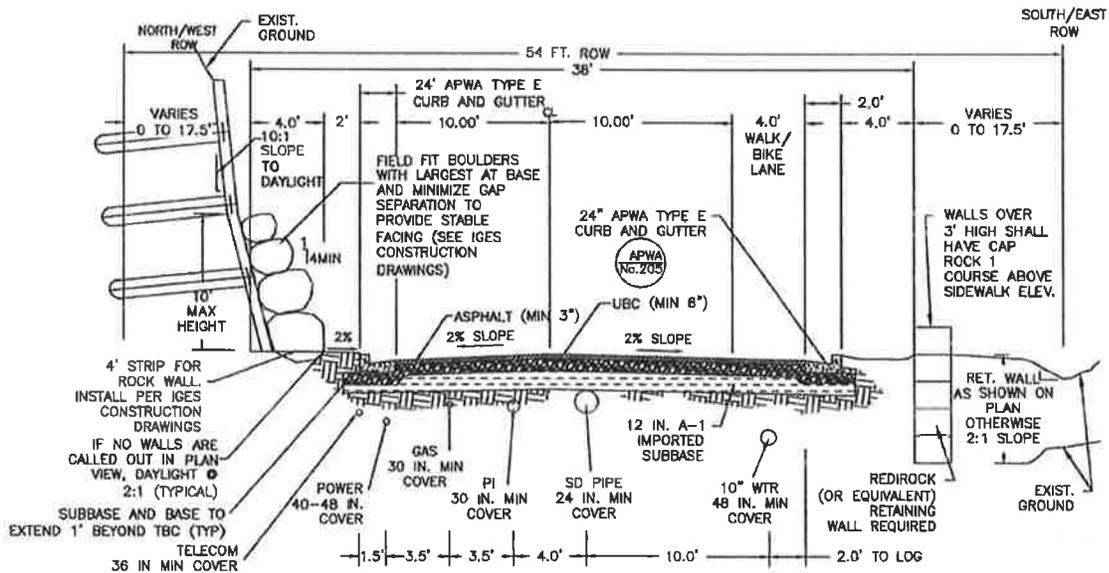
EXHIBIT A—RESOLUTION APPROVING PLAT AMENDMENT
EXHIBIT B—FORT CANYON ROAD CROSS SECTION
EXHIBIT C—CROSS SECTION OF SECONDARY ACCESS ROAD
EXHIBIT D—OTHER ROAD CROSS SECTION
EXHIBIT E—DESCRIPTION OF RESTROOM AND PARKING
EXHIBIT F--TRAILS
EXHIBIT G—CALCULATION OF SUBDIVISION AND IMPACT FEES TO BE PAID

THREE FALLS BOUNDARY DESCRIPTION

Beginning at the Southeast Corner of Section 12, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence along the Southerly boundary of ILANGENI ESTATES, recorded May 8, 1985 as Entry No. 13218, and Map Filing No. 3163-32(1-3) in the office of the Utah County Recorder, the following four (4) courses, said Southerly line boundary departs from the section line with the first course: (1) South 89°52'28" West 680.79 feet (2) South 89°57'00" West 832.00 feet (3) South 89°36'23" West 103.65 feet (4) South 89°24'50" West 51.97 feet; thence South 39°47'30" West 230.08 feet; thence South 43°47'28" East 37.76 feet; thence South 46°12'30" West 130.00 feet; thence South 29°08'47" West 238.65 feet to the Northerly line of Fort Canyon Road, as dedicated in Dedication Deed, recorded September 4, 1970 as Entry No. 9280 in Book 1192, Page 112 in the office of the Utah County Recorder; thence along said Northerly line the following three (3) courses: (1) North 18°02'00" West 88.86 feet to a 100 foot radius curve to the left (2) along said curve 183.72 feet, having an included angle of 105°16'00" (3) South 56°42'00" West 28.27 feet to the Easterly line of the BILLETER survey recorded as No. 97-25; thence North 13°41'30" West 388.62 feet along the center of a stream to the aforesaid Southerly line of ILANGENI ESTATES; thence along said Southerly line and along the Westerly boundaries of said subdivision the following eight (8) courses: (1) South 89°48'00" West 3.85 feet (2) North 00°14'14" East 82.51 feet (3) North 05°58'58" East 50.90 feet (4) North 15°30'00" East 330.00 feet (5) North 06°00'00" East 170.00 feet (6) North 00°07'57" West 451.34 feet (7) South 89°48'28" West 399.54 feet (8) North 00°15'51" East 300.24 feet; thence West 54.98 feet to the center quarter section line; thence along said line South 00°09'14" West 41.55 feet to the 40 acre line; thence along said line North 89°46'04" West 2637.99 feet to the Westerly line of aforesaid Section 12; thence along said Westerly line and the periphery of said section the following five (5) courses: (1) North 00°23'10" East 1311.89 feet to a county monument (2) North 00°08'06" West 2661.09 feet to a county monument (3) North 89°14'04" East 2646.43 feet (4) North 89°14'04" East 2646.43 feet to a county monument (5) South 00°15'23" East 1376.89 feet to the 40 acre line of Section 7, Range 2 East; along said line North 89°46'44" East 2660.38 feet to the center quarter section line; thence along said line South 00°27'52" East 3822.54 feet; thence South 89°41'32" West 1.28 feet; thence South 01°04'49" East 118.95 feet to the South Quarter Corner of said Section 7; thence along the Southerly line of said Section 7, South 88°33'17" West 2717.08 feet to the Beginning.

Contain 35,124,628 square feet or 806.350 acres.

EXHIBIT B



FORT CANYON ROAD CROSS SECTION

N.T.S.

EXHIBIT C

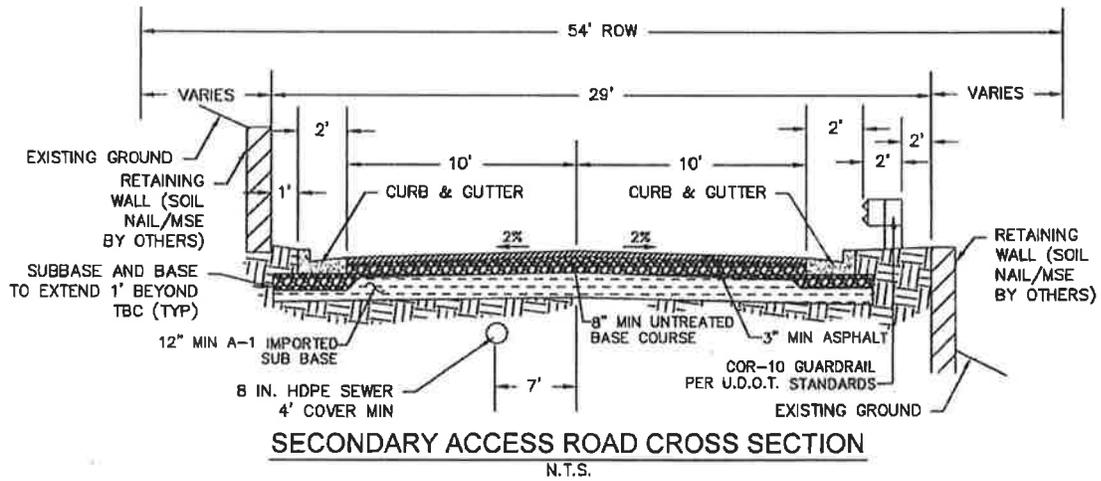


EXHIBIT D

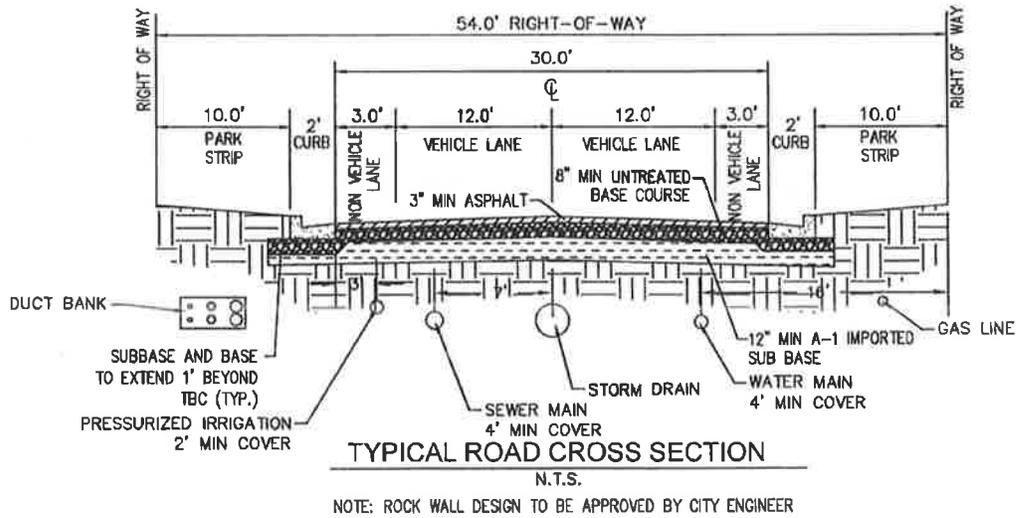


EXHIBIT G

CALCULATION OF SUBDIVISION AND IMPACT FEES TO BE PAID

STORM DRAIN IMPACT FEES: 57 LOTS X \$800/LOT = \$45,600

STREET IMPACT FEES: \$0

PARKS/TRAILS IMPACT FEES: 20 LOTS X \$2,688/LOT = \$53,760

ALL SUBDIVISION FEES THAT ARE IN PLACE AT THE TIME THE PLAT IS RECORDED WILL BE REQUIRED TO BE PAID FOR THE DEVELOPMENT.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution 2019-02: A Resolution of the Governing Body of Alpine City
Establishing a Consolidated Fee Schedule

FOR CONSIDERATION ON: January 22, 2019

PETITIONEER: City Staff

ACTION REQUESTED BY PETITIONER: Approve amendments to consolidated fee
schedule

APPLICABLE STATUTE OR ORDINANCE: N/A

PETITION IN COMPLIANCE WITH ORDINANCE: N/A

INFORMATION: The City began installing Advanced Metering Infrastructure (AMI) systems on both the culinary and pressurized irrigation water systems in 2018. The AMI system uses a cellular endpoint to transmit meter read data to the City for billing purposes. Once each endpoint is deployed, the City begins receiving a bill for \$.89/endpoint. The proposal is to increase the monthly fees for culinary water service and pressurized irrigation service by \$1/month each to account for the monthly fees and the ongoing O&M costs.

RECOMMENDATION: Approve Resolution 2019-02, adopting the proposed Consolidated Fee Schedule, increasing the fee for both the pressurized irrigation and culinary water service by \$1 per month.

RESOLUTION NO. R2019-02

A RESOLUTION OF THE GOVERNING BODY OF ALPINE CITY AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, the governing body of Alpine City pursuant to Utah Code Annotated, Section 10-3-717 is empowered by resolution to set fees; and

WHEREAS, the governing body of Alpine City wishes to establish an equitable system of fees to cover the cost of providing municipal services;

NOW, THEREFORE, BE IT RESOLVED by the governing body of Alpine City that:

I. The following fees are hereby imposed as set forth herein:

A. CITY RECORDER:

- 1. Compiling records in a form other than that maintained by the City. Actual cost and expense for employee time or time of any other person hired and supplies and equipment. Minimum charge of \$10 per request.
- 2. Copy of record \$0.50/printed page
- 3. Certification of record \$1.00/certification
- 4. Postage Actual cost to City
- 5. Other costs allowed by law Actual cost to City
- 6. Miscellaneous copying (per printed page):

	B/W	Color
8 ½ x 11	\$0.10	\$0.50
8 ½ x 14	\$0.15	\$0.70
11 x 17	\$0.20	\$0.90

- 7. Electronic copies of minutes of meetings Actual cost
- 8. Maps (color copies)
 - 8 ½ x 11 \$2.50
 - 11 x 17 \$5.00
 - 24 x 36 \$18.00
 - 34 x 44 \$30.00
- 9. Maps with aerial photos
 - 8 ½ x 11 \$5.00
 - 11 x 17 \$10.00
 - 24 x 36 \$32.00

B. BUILDING PERMITS AND INSPECTIONS:

- 1. Applications:
 - New Homes/Commercial Buildings \$1,000.00
 - Construction jobs exceeding a value of \$50,000 \$250.00
 - Fee for all other Building Permit Applications \$25.00
- 2. Building Permit Fees will be based on the construction values in Exhibit A and in accordance with the Building Code formula in Exhibit B. Finished basements and decks shall fall under (U) Utility, miscellaneous in Exhibit A.

Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 180 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.

A building permit extension fee shall be assessed when building permits for new homes have become null and void. A permit becomes null and void if work or construction is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. The cost of extending a permit after it has become null and void will be one-half the original building permit fee which consists of the construction fee, electrical fee, plumbing fee and heating fee. A current infrastructure protection bond will also be posted by the new owner/applicant. The original infrastructure bond will be applied to any damage that occurred after the original permit was issued.

- 3. Minimum fees for issuance of individual permits including, but not limited to, meter upgrades, A/C, furnace, water heaters, etc. Actual cost of inspection
- 4. One percent surcharge per building permit (Utah Code):
 - a. 80 percent submitted to Utah State Government,
 - b. 20 percent retained by City for administration of State collection.
- 5. Buildings of unusual design, excessive magnitude, or potentially hazardous exposures may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Chief Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in item #1 above.
- 6. Special Inspections Actual cost to City
- 7. Re-inspection Fee Actual cost to City
- 8. Retaining Wall Inspection Fee \$110/hr plus \$0.60/mile

C. BUSINESS LICENSES:

- 1. Home Occupations \$50 + \$25.00 for one non-family employee
- 2. Home Occupations (no impact) No fee
- 3. Commercial \$50.00 + \$25.00 for each employee (Maximum - \$400.00)
- 4. Late Charge after 3/01 of each year Double the base fee
- 5. Canvasser, Solicitors, and Other Itinerant Merchants Application Fee \$25.00

6.	Accessory Apartment Permit	\$50.00 registration and annual fee
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D. ORDINANCE ENFORCEMENT:

1.	Abatement of injurious and noxious real property and unsightly or deleterious objects or structures.	Actual cost of abatement plus 20% of actual cost
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E. PLANNING AND ZONING:

1.	General Plan amendment	\$350.00
2.	Zone change	\$350.00
3.	Appeal Authority	Actual Cost of Service
4.	Conditional Use	\$250.00
5.	Subdivisions	
	a. Plat Amendment Fee	\$250.00
	b. Concept Plan Review Fee	\$100.00 + \$20.00 per lot + actual cost of City Engineer's review
	c. Preliminary Plan Fee	\$100.00 + \$90.00 per lot + actual cost of City Engineer's review
	d. Final Plat Fee	\$100.00 + \$90.00 per lot + actual cost of City Engineer's review
	e. Preliminary Plan Reinstatement/ Extension Fee	\$100.00
	f. Final Plat Reinstatement/Extension Fee	\$100.00
	g. Recording Fee	\$30.00 per sheet + \$1.00 per lot
	h. Inspection Fee	\$418.00 per lot
	i. Subdivision & Building Bonds	
	(1) Performance and Guarantee	120% escrow in bank
	(2) Infrastructure Protection Bond	\$2,500.00 cash bond \$5,000.00 cash bond for corner lots or regular lots with more than 150 feet of frontage
	(3) Open Space Bond	Determined by City Engineer
6.	Publications	Electronic Hard Copy
	a. General Plan	\$15.00 \$10.00
	b. Subdivision Ordinance	\$15.00 \$30.00
	c. Zoning Ordinance	\$15.00 \$30.00

- 7. Site Plan Review Fee
 - a. Residential (not in approved subdivision) \$150.00 + actual cost of engineering review
 - b. Commercial \$250.00 + actual cost of engineering review
- 8. Lot Line Adjustment \$75.00
- 9. Annexation
 - a. Application Fee \$800.00
 - b. Plat Review Fee \$200.00
 - c. Annexation Study Fee Actual Cost
- 10. Sign Permits
 - a. Application Fee \$25.00
 - b. Inspection Fee Actual cost
 Application fee shall not apply to temporary non-profit signs.
- 11. Utah County Surveyor Plat review fee \$125.00

F. PUBLIC WORKS:

- 1. Streets
 - a. Street Dedication or Vacation \$300.00
 - b. Street Name Change Application \$100.00
 - c. New Street Sign for Name Change Approval \$75.00 per sign
- 2. Concrete Inspection Permits:
 - a. Curb and Gutter \$35.00
 - b. Sidewalk \$35.00
- 3. Excavation Permits, Asphalt/Concrete Cuts/Unimproved Surface
 - a. Excavation bond \$4,000.00
 - b. Minimum fee for cuts in paved surfaces more than 3 years old \$300.00 + 1.50/sq. ft.
 - c. Minimum fee for cuts in paved surfaces 3 years old or less \$300.00 + 3.00/sq. ft.
 - d. Land Disturbance Permit \$300.00
- 4. Culinary Water Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):
 - a. Box Elder and those portions of Willow Canyon and any other areas of the City that cannot be served by pressurized irrigation:

Amount Used	Rate
0 to 8,000 gallons per month (base rate) + meter fee	\$16.00 \$17.00
Each 1,000 gallons over 8,000 gallons to 60,000 gallons per month	\$0.90
Each 1,000 gallons over 60,000 gallons to 175,000 gallons per month	\$1.40
Each 1,000 gallons over 175,000 gallons per month	\$2.80

b. All other users:

Amount Used	Rate
0 to 8,000 gallons per month (base rate) + meter fee	\$16.00 \$17.00
Each 1,000 gallons over 8,000 gallons to 10,000 gallons per month	\$2.00
Each 1,000 gallons over 10,000 gallons to 12,000 gallons per month	\$3.00
Each 1,000 gallons over 12,000 gallons per month	\$4.00

c. Other utility fees and rates

- (1) Deposit of \$100 refunded after one year of prompt payment
- (2) Transfer of service \$25.00
- (3) Utility service connection \$25.00
- (4) Delinquent & Disconnect/Reconnect
 - a. First time annually \$70.00 + 10% penalty (the \$70.00 + 10% penalty will be waived if the customer signs up for automatic bill pay by credit card through Xpress Bill Pay)
 - b. Subsequent times \$45.00 + 10% penalty
- (5) Utility tampering fee \$299.00

5. Culinary Water Meter Connection Fee (In Addition to Impact Fee)

Minimum Lot Size Requirements	Meter Size	Fee
N/A	¾"	\$350.00
One acre or larger or commercial use	1"	\$460.00
As justified by engineering requirements	1 ½"	\$800.00
As justified by engineering requirements	2"	\$1,000.00

6. Pressurized Irrigation Connection Fee (in addition to impact fee)

Description	Meter Size	Fee
For connections installed as part of the original Pressurized Irrigation System	1"	\$550.00
For connections installed as part of the original Pressurized Irrigation System	1 ½"	\$800.00
As justified by engineering requirements	2"	\$850.00

7. Pressurized Irrigation Meter Connection Fee (in addition to impact fee and pressurized irrigation connection fee, if applicable)

Description	Fee
1" Meter installation with no provisions for meter	\$585.00
1" Meter installation with provisions for meter	\$520.00
1.5" Meter installation	\$1,625.00
2" Meter installation	\$1,680.00

8. Pressurized Irrigation Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):

Users	Rate
All Users - meter fee	\$1.00
Residential Users	
(1) Non-shareholders in Alpine Irrigation Co.	\$0.001112 per square foot per month
(2) Shareholders in Alpine Irrigation Co.	\$0.000618 per square foot per month
Agricultural User	\$1.15 per share per month

9. Sewer Connection Fee \$125.00

10. Sewer Usage Rate

Amount Used	Rate
0 to 2,000 gallons per month	\$14.40
Each 1,000 gallons over 2,000 gallons per month	\$3.94

Sewer rates are based on average monthly water use from October 1 – March 30.

11. Storm Drain Usage Rate

Parcels	Rate
Residential (1 ERU)	\$5.00 per month
Commercial	The charge shall be based on the total square feet of the measured impervious surface divided by 4,200 square feet (or 1 ERU), and rounded to the nearest whole number. The actual total monthly service charge shall be computed by multiplying the ERU's for a parcel by the rate of \$5.00 per month. See Municipal Code 14-403.6 for available credits.

Undeveloped	No charge
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- | | | |
|-----|------------------------------------------|---------|
| 12. | Monthly Residential Waste | |
| | a. Collection Fee (1 st unit) | \$11.50 |
| | b. Collection Fee each additional unit | \$6.20 |
| | c. Recycling (1 st unit) | \$5.60 |
| | d. Recycling each additional unit | \$5.35 |
| 13. | Transfer of Utility Service | \$25.00 |

G. PARKS

- | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 1. | Resident General City Park Reservation | \$25.00 use fee |
| 2. | Non-resident General City Park Reservation
(parks other than Creekside Park) | \$75.00 use fee |
| 3. | Non-resident Creekside Park Reservation | \$100.00 use fee |
| 4. | <u>Sports Use of City Parks</u>
Rugby, Soccer, Football, Baseball, etc.
Outside Leagues | \$2 per player
\$10 per game |
| 5. | Mass Gathering Event | \$150 use fee
\$1,000 deposit |
| 6. | <u>Lambert Park</u>
Event - Resident
Event - Non-resident
Races in Lambert Park | \$25 + \$150 deposit
\$75 + \$150 deposit
\$500 + mass gathering fee
and deposit |
| 7. | <u>Rodeo Grounds</u>
Event - Resident
Event - Non-resident | \$25 + \$150 deposit
\$75 + \$150 deposit |
| 8. | Moyle Park Wedding - 100 people or fewer
Moyle Park Wedding - 100+ people
Non-resident Moyle Park wedding 100 people or fewer
Non-resident Moyle Park wedding 100+ people | \$100.00
\$200.00
\$200.00
\$400.00 |

H. IMPACT FEES

- | | | |
|----|----------------------------------------------------------|------------|
| 1. | Storm Drain | \$800.00 |
| 2. | Street | \$1,183.32 |
| 3. | Park/Trail | \$2,688.00 |
| 4. | Sewer | \$492.66 |
| 5. | Timpanogos Special Service District (fee passed through) | \$1,708.00 |

- 6. Culinary Water with Pressurized Irrigation \$1,123.00
- 7. Culinary Water without Pressurized Irrigation \$6,738.00
- 8. Pressurized Irrigation \$0.095/square foot

I. CEMETERY

- 1. Above ground marker or monument (upright) \$75.00
- 2. Single Burial Lot or Space
 - a. Resident \$985.00
 - b. Non-Resident \$1,500.00
- 3. Opening & Closing Graves*

	Weekday	Saturday
Resident	\$600	\$850
Non-Resident	\$1,000	\$1,500.00
Resident Infant (under one year)	\$125.00	\$350.00
Non-Resident Infant (under one year)	\$175.00	\$400.00

- 4. Disinterment \$1,500.00
City will remove all earth and obstacles leaving vault exposed.
- 5. Cremation
 - a. Burial of ashes – Resident \$500.00
 - b. Burial of ashes – Non-Resident \$500.00
- 6. Deed Work \$50.00
- 6. *No Holiday Burials

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- 1. 3.5% of all gross revenue relative to the wireless provider's use of the right-of-way for small wireless facilities; or
- 2. \$250 annually for each small wireless facility.

II. Other Fees

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III. This Resolution shall take effect on the _____ day of _____, 2019.

PASSED this _____ day of _____, 2019.

Troy Stout, Alpine City Mayor

ATTEST:

Charmayne G. Warnock
Alpine City Recorder

EXHIBIT A

Square Foot Construction Costs ^{a, b, c}

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
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H-1 High Hazard, explosives	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	N.P.
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R-4 Residential, care/assisted living facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
S-1 Storage, moderate hazard	103.68	98.53	92.40	88.50	78.80	74.84	84.43	64.78	60.12
S-2 Storage, low hazard	102.68	97.53	92.40	87.50	78.80	73.84	83.43	64.78	59.12
U Utility, miscellaneous	80.38	75.90	71.16	67.61	60.99	57.00	64.60	48.23	45.92

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$21.00 per sq. ft.

EXHIBIT B

BUILDING PERMIT FEES (2015 IRC Appendix L)

Total Valuation	Fee
\$1 to \$500	\$24.00
Total value from \$501 to \$2,000	
First \$500 Plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000	\$24.00
Total value _____ = _____ - 5 = _____ x \$3 = _____ <div style="text-align: center;">100</div>	
Building Permit Fee _____	
Total value from \$2,001 to \$40,000	
First \$2,000 plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000	\$69.00
Total value _____ = _____ - 2 = _____ x \$11 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from 40,001 to \$100,000	
First 40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	\$487.00
Total value _____ = _____ - 40 = _____ x \$9 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from \$100,001 to \$500,000	
First \$100,000 plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000	\$1,027.00
Total value _____ = _____ - 100 = _____ x \$7 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from \$500,001 to \$1,000,000	
First \$500,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including 1,000,000	\$3,827.00
Total value _____ = _____ - 500 = _____ x \$5 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from \$1,000,001 to \$5,000,000	
First \$1,000,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	\$6,327.00
Total value _____ = _____ - 1,000 = _____ x \$3 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from \$5,000,000 and over	
First \$5,000,000 plus \$1 for each additional \$1,000 or fraction thereof	\$18,327.00
Total value _____ = _____ - \$5,000 = _____ x \$1 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	

RESOLUTION NO. R2019-02

A RESOLUTION OF THE GOVERNING BODY OF ALPINE CITY AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, the governing body of Alpine City pursuant to Utah Code Annotated, Section 10-3-717 is empowered by resolution to set fees; and

WHEREAS, the governing body of Alpine City wishes to establish an equitable system of fees to cover the cost of providing municipal services;

NOW, THEREFORE, BE IT RESOLVED by the governing body of Alpine City that:

I. The following fees are hereby imposed as set forth herein:

A. CITY RECORDER:

- 1. Compiling records in a form other than that maintained by the City. Actual cost and expense for employee time or time of any other person hired and supplies and equipment. Minimum charge of \$10 per request.
- 2. Copy of record \$0.50/printed page
- 3. Certification of record \$1.00/certification
- 4. Postage Actual cost to City
- 5. Other costs allowed by law Actual cost to City
- 6. Miscellaneous copying (per printed page):

	B/W	Color
8 ½ x 11	\$0.10	\$0.50
8 ½ x 14	\$0.15	\$0.70
11 x 17	\$0.20	\$0.90

- 7. Electronic copies of minutes of meetings Actual cost
- 8. Maps (color copies)
 - 8 ½ x 11 \$2.50
 - 11 x 17 \$5.00
 - 24 x 36 \$18.00
 - 34 x 44 \$30.00
- 9. Maps with aerial photos
 - 8 ½ x 11 \$5.00
 - 11 x 17 \$10.00
 - 24 x 36 \$32.00

B. BUILDING PERMITS AND INSPECTIONS:

- 1. Applications:
 - New Homes/Commercial Buildings \$1,000.00
 - Construction jobs exceeding a value of \$50,000 \$250.00
 - Fee for all other Building Permit Applications \$25.00
- 2. Building Permit Fees will be based on the construction values in Exhibit A and in accordance with the Building Code formula in Exhibit B. Finished basements and decks shall fall under (U) Utility, miscellaneous in Exhibit A.

Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 180 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.

A building permit extension fee shall be assessed when building permits for new homes have become null and void. A permit becomes null and void if work or construction is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. The cost of extending a permit after it has become null and void will be one-half the original building permit fee which consists of the construction fee, electrical fee, plumbing fee and heating fee. A current infrastructure protection bond will also be posted by the new owner/applicant. The original infrastructure bond will be applied to any damage that occurred after the original permit was issued.

- 3. Minimum fees for issuance of individual permits including, but not limited to, meter upgrades, A/C, furnace, water heaters, etc. Actual cost of inspection
- 4. One percent surcharge per building permit (Utah Code):
 - a. 80 percent submitted to Utah State Government,
 - b. 20 percent retained by City for administration of State collection.
- 5. Buildings of unusual design, excessive magnitude, or potentially hazardous exposures may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Chief Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in item #1 above.
- 6. Special Inspections Actual cost to City
- 7. Re-inspection Fee Actual cost to City
- 8. Retaining Wall Inspection Fee \$110/hr plus \$0.60/mile

C. BUSINESS LICENSES:

- 1. Home Occupations \$50 + \$25.00 for one non-family employee
- 2. Home Occupations (no impact) No fee
- 3. Commercial \$50.00 + \$25.00 for each employee (Maximum - \$400.00)
- 4. Late Charge after 3/01 of each year Double the base fee
- 5. Canvasser, Solicitors, and Other Itinerant Merchants Application Fee \$25.00

6.	Accessory Apartment Permit	\$50.00 registration and annual fee
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D. ORDINANCE ENFORCEMENT:

1.	Abatement of injurious and noxious real property and unsightly or deleterious objects or structures.	Actual cost of abatement plus 20% of actual cost
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E. PLANNING AND ZONING:

1.	General Plan amendment	\$350.00
2.	Zone change	\$350.00
3.	Appeal Authority	Actual Cost of Service
4.	Conditional Use	\$250.00
5.	Subdivisions	
	a. Plat Amendment Fee	\$250.00
	b. Concept Plan Review Fee	\$100.00 + \$20.00 per lot + actual cost of City Engineer's review
	c. Preliminary Plan Fee	\$100.00 + \$90.00 per lot + actual cost of City Engineer's review
	d. Final Plat Fee	\$100.00 + \$90.00 per lot + actual cost of City Engineer's review
	e. Preliminary Plan Reinstatement/ Extension Fee	\$100.00
	f. Final Plat Reinstatement/Extension Fee	\$100.00
	g. Recording Fee	\$30.00 per sheet + \$1.00 per lot
	h. Inspection Fee	\$418.00 per lot
	i. Subdivision & Building Bonds	
	(1) Performance and Guarantee	120% escrow in bank
	(2) Infrastructure Protection Bond	\$2,500.00 cash bond \$5,000.00 cash bond for corner lots or regular lots with more than 150 feet of frontage
	(3) Open Space Bond	Determined by City Engineer
6.	Publications	Electronic Hard Copy
	a. General Plan	\$15.00 \$10.00
	b. Subdivision Ordinance	\$15.00 \$30.00
	c. Zoning Ordinance	\$15.00 \$30.00

- 7. Site Plan Review Fee
 - a. Residential (not in approved subdivision) \$150.00 + actual cost of engineering review
 - b. Commercial \$250.00 + actual cost of engineering review
- 8. Lot Line Adjustment \$75.00
- 9. Annexation
 - a. Application Fee \$800.00
 - b. Plat Review Fee \$200.00
 - c. Annexation Study Fee Actual Cost
- 10. Sign Permits
 - a. Application Fee \$25.00
 - b. Inspection Fee Actual cost
 Application fee shall not apply to temporary non-profit signs.
- 11. Utah County Surveyor Plat review fee \$125.00

F. PUBLIC WORKS:

- 1. Streets
 - a. Street Dedication or Vacation \$300.00
 - b. Street Name Change Application \$100.00
 - c. New Street Sign for Name Change Approval \$75.00 per sign
- 2. Concrete Inspection Permits:
 - a. Curb and Gutter \$35.00
 - b. Sidewalk \$35.00
- 3. Excavation Permits, Asphalt/Concrete Cuts/Unimproved Surface
 - a. Excavation bond \$4,000.00
 - b. Minimum fee for cuts in paved surfaces more than 3 years old \$300.00 + 1.50/sq. ft.
 - c. Minimum fee for cuts in paved surfaces 3 years old or less \$300.00 + 3.00/sq. ft.
 - d. Land Disturbance Permit \$300.00
- 4. Culinary Water Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):
 - a. Box Elder and those portions of Willow Canyon and any other areas of the City that cannot be served by pressurized irrigation:

Amount Used	Rate
0 to 8,000 gallons per month (base rate) + meter fee	\$17.00
Each 1,000 gallons over 8,000 gallons to 60,000 gallons per month	\$0.90
Each 1,000 gallons over 60,000 gallons to 175,000 gallons per month	\$1.40
Each 1,000 gallons over 175,000 gallons per month	\$2.80

b. All other users:

Amount Used	Rate
0 to 8,000 gallons per month (base rate) + meter fee	\$17.00
Each 1,000 gallons over 8,000 gallons to 10,000 gallons per month	\$2.00
Each 1,000 gallons over 10,000 gallons to 12,000 gallons per month	\$3.00
Each 1,000 gallons over 12,000 gallons per month	\$4.00

c. Other utility fees and rates

- (1) Deposit of \$100 refunded after one year of prompt payment
- (2) Transfer of service \$25.00
- (3) Utility service connection \$25.00
- (4) Delinquent & Disconnect/Reconnect
 - a. First time annually \$70.00 + 10% penalty (the \$70.00 + 10% penalty will be waived if the customer signs up for automatic bill pay by credit card through Xpress Bill Pay)
 - b. Subsequent times \$45.00 + 10% penalty
- (5) Utility tampering fee \$299.00

5. Culinary Water Meter Connection Fee (In Addition to Impact Fee)

Minimum Lot Size Requirements	Meter Size	Fee
N/A	3/4"	\$350.00
One acre or larger or commercial use	1"	\$460.00
As justified by engineering requirements	1 1/2"	\$800.00
As justified by engineering requirements	2"	\$1,000.00

6. Pressurized Irrigation Connection Fee (in addition to impact fee)

Description	Meter Size	Fee
For connections installed as part of the original Pressurized Irrigation System	1"	\$550.00
For connections installed as part of the original Pressurized Irrigation System	1 1/2"	\$800.00
As justified by engineering requirements	2"	\$850.00

7. Pressurized Irrigation Meter Connection Fee (in addition to impact fee and pressurized irrigation connection fee, if applicable)

Description	Fee
1" Meter installation with no provisions for meter	\$585.00
1" Meter installation with provisions for meter	\$520.00
1.5" Meter installation	\$1,625.00
2" Meter installation	\$1,680.00

8. Pressurized Irrigation Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):

Users	Rate
All Users - meter fee	\$1.00
Residential Users	
(1) Non-shareholders in Alpine Irrigation Co.	\$0.001112 per square foot per month
(2) Shareholders in Alpine Irrigation Co.	\$0.000618 per square foot per month
Agricultural User	\$1.15 per share per month

9. Sewer Connection Fee \$125.00

10. Sewer Usage Rate

Amount Used	Rate
0 to 2,000 gallons per month	\$14.40
Each 1,000 gallons over 2,000 gallons per month	\$3.94

Sewer rates are based on average monthly water use from October 1 – March 30.

11. Storm Drain Usage Rate

Parcels	Rate
Residential (1 ERU)	\$5.00 per month
Commercial	The charge shall be based on the total square feet of the measured impervious surface divided by 4,200 square feet (or 1 ERU), and rounded to the nearest whole number. The actual total monthly service charge shall be computed by multiplying the ERU's for a parcel by the rate of \$5.00 per month. See Municipal Code 14-403.6 for available credits.
Undeveloped	No charge

12.	Monthly Residential Waste	
	a. Collection Fee (1 st unit)	\$11.50
	b. Collection Fee each additional unit	\$6.20
	c. Recycling (1 st unit)	\$5.60
	d. Recycling each additional unit	\$5.35
13.	Transfer of Utility Service	\$25.00

G. PARKS

1.	Resident General City Park Reservation	\$25.00 use fee
2.	Non-resident General City Park Reservation (parks other than Creekside Park)	\$75.00 use fee
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PASSED this _____ day of _____, 2019.

Troy Stout, Alpine City Mayor

ATTEST:

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Alpine City Recorder

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R-3 Residential, one- and two-family ^d	148.17	144.14	140.42	136.90	131.89	128.41	134.60	123.40	116.15
R-4 Residential, care/assisted living facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
S-1 Storage, moderate hazard	103.68	98.53	92.40	88.50	78.80	74.84	84.43	64.78	60.12
S-2 Storage, low hazard	102.68	97.53	92.40	87.50	78.80	73.84	83.43	64.78	59.12
U Utility, miscellaneous	80.38	75.90	71.16	67.61	60.99	57.00	64.60	48.23	45.92

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$21.00 per sq. ft.

EXHIBIT B

BUILDING PERMIT FEES (2015 IRC Appendix L)

Total Valuation	Fee
\$1 to \$500	\$24.00
Total value from \$501 to \$2,000	
First \$500 Plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000	\$24.00
Total value _____ = _____ - 5 = _____ x \$3 = _____ <div style="text-align: center;">100</div>	
Building Permit Fee _____	
Total value from \$2,001 to \$40,000	
First \$2,000 plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000	\$69.00
Total value _____ = _____ - 2 = _____ x \$11 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from 40,001 to \$100,000	
First 40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	\$487.00
Total value _____ = _____ - 40 = _____ x \$9 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from \$100,001 to \$500,000	
First \$100,000 plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000	\$1,027.00
Total value _____ = _____ - 100 = _____ x \$7 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from \$500,001 to \$1,000,000	
First \$500,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including 1,000,000	\$3,827.00
Total value _____ = _____ - 500 = _____ x \$5 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from \$1,000,001 to \$5,000,000	
First \$1,000,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	\$6,327.00
Total value _____ = _____ - 1,000 = _____ x \$3 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	
Total value from \$5,000,000 and over	
First \$5,000,000 plus \$1 for each additional \$1,000 or fraction thereof	\$18,327.00
Total value _____ = _____ - \$5,000 = _____ x \$1 = _____ <div style="text-align: center;">1,000</div>	
Building Permit Fee _____	