



ALPINE CITY COUNCIL **ELECTRONIC** MEETING AGENDA

NOTICE is hereby given that the CITY COUNCIL of Alpine City, Utah will hold an **Electronic Public Meeting** on **Tuesday, April 14, 2020 at 7:00 pm** hosted at Alpine City Hall, 20 North Main, Alpine, Utah.

The public may participate in this meeting by watching the livestream at [alpinecityyoutubechannel](https://www.alpinecityyoutubechannel.com) and by submitting comments via email to admin@alpinecity.org as they are requested during the meeting.

For items not on the agenda, **Public Comments** maybe be submitted up until 5 pm the day of the meeting.

I. CALL MEETING TO ORDER

- A. Roll Call Mayor Troy Stout
- B. Prayer: Lon Lott
- C. Pledge of Allegiance: By invitation

II. CONSENT CALENDAR

- A. Approve City Council Minutes of March 10, 2020
- B. Purchase of Parks Utility Vehicle: John Deere Company, \$20,981.86
- C. Bond Release #1, Montdella: \$9,665.75
- D. Bond Release #4, The Ridge at Alpine, Phase II: \$14,350.00
- E. Bond Release #5, The Ridge at Alpine, Phase II: \$33,152.25
- F. Approval of 300 North Well Pump – Widdison Turbine Service: \$73,057.00
- G. Resolution No. R2020-05, Interlocal Agreement for Central Utah 911

III. PUBLIC COMMENT

IV. REPORTS AND PRESENTATIONS

- A. E-Meeting Discussion
- B. Introduction of City Recorder in Training: Bonnie Cooper
- C. Judi Pickell Resignation/Filling Council Seat Vacancy
- D. Emergency Operations Plan
- E. Financial Report

V. ACTION/DISCUSSION ITEMS

- A. Resolution No. R2020-04, Authorizing the issuance of water revenue and refunding bonds
- B. Approval of Amended Lone Peak PSD Interlocal Agreement
- C. Ordinance No. 2020 – 06, Amending the Sign Ordinance
- D. Ordinance No. 2020-02 or No. 2020-04, Short Term Rentals
- E. Budget Discussion

VI. STAFF REPORTS

VII. COUNCIL COMMUNICATION

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

ADJOURN

Mayor Troy Stout
April 10, 2020

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
March 10, 2020

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: Lon Lott, Judi Pickell, Carla Merrill, Greg Gordon, Jason Thelin

Staff: Shane Sorensen, Charmayne Warnock, David Church, Austin Roy, Chief Brian Gwilliam

Others: Ed Bush, Rob Schoen, Matt Schoen, Leslie Devey, Will Jones

B. Prayer: Jason Thelin

C. Pledge of Allegiance: Matt Schoen

II. CONSENT CALENDAR

A. Approve City Council Minutes of February 25, 2020

MOTION: Lon Lott moved to approve the Consent Calendar. Judi Pickell seconded. Ayes: 5 Nays: 0. Motion passed.

| | |
|---------------|-------------|
| <u>Ayes</u> | <u>Nays</u> |
| Jason Thelin | None |
| Greg Gordon | |
| Carla Merrill | |
| Judi Pickell | |
| Lon Lott | |

III. PUBLIC COMMENT

Matt Schoen of Troop 808 said for his Eagle project he would be painting 36 fire hydrants and painting the curb in the City Hall area. He said it would benefit the Fire Department and let citizens know where not to park. He planned to do it on March 28, 2020.

Ed Bush - Box Elder Drive. He said he had a number of comments on Lambert Park. First, the new southwest parking did not seem to be getting a lot of use. He recommended the big, NO MOTORIZED VEHICLES sign be moved farther into the park so people knew they could park in the parking lot. The road that led to the shooting range needed a sign. Second, he said he was seeing a lot of things dumped in the park, including things left by the City. The City needed to set an example and remove the Alpine Days directional parking signs. Third, in the rodeo parking area, he'd seen big tire tracks heading toward the private property on the north. He suggested boulders and extra fencing. Fourth, he'd noticed bike curbs and jumps on the bottom of Ruin Trail. Will Jones said that those trails would be designated for that kind of riding. Finally, Ed Bush said his house number for Box Elder Drive was duplicated on Box Elder Trail, which was confusing. Shane Sorensen told him to talk to Jed Muhlestein about it.

Mayor Stout thank Ed and Judy Bush for all their efforts in Lambert Park.

Greg Gordon asked if it was okay to shoot by Lambert Park with all the new homes being built up there. Lon Lott said Mitt Romney's staff was meeting with Cedar Hills and other cities to discuss that issue. Troy Stout said he'd met with Mike Lee's staff but there was so much turnover, the issue kept getting lost. Ed Bush said John Curtis was holding a meeting, also, and they were going to also bring it up with him.

In regard to a question about fencing in Lambert Park, Shane Sorensen said there had been two Eagle projects to construct fencing and it still was not complete. If anyone was looking for an Eagle project, that was available. Rob Schoen said he was the Commissioner for the Boy Scout troop that met in Alpine. They had 41 boys and more than

1 half would be looking for Eagle projects so he would pass on that information. If there were any other ideas for
 2 projects, he asked the City to contact him.

3
 4 Shane Sorensen said Trail Day was in April and one of the projects would be signage.

5
 6 **IV. REPORTS AND PRESENTATIONS**

7
 8 **A. Financial Report**

9
 10 Shane Sorensen the City was on track with revenue and expenses and the Budget was in good shape. They would
 11 begin holding meetings for the 2020-21 Budget.

12
 13 **V. ACTION/DISCUSSION ITEMS**

14
 15 **A. Verizon Compensation**

16
 17 Shane Sorensen said the Council had discussed the fee Verizon would pay Alpine City to locate a tower on Alpine
 18 property. Verizon originally proposed \$2,000/month with a 10% rate increase every five years. The City Council
 19 countered the offer with \$2,000/ month and an annual increase of 3.5%. After some negotiation, Verizon came back
 20 with an offer of \$2,200/month or \$26,400 a year and a 2% annual increase. Over the long term, that was nearly
 21 equivalent to \$24,000 a year with a 3% annual increase.

22
 23 **MOTION:** Judi Pickell moved to approve the rental rate of \$2,200 a month with a 2% annual increase as proposed
 24 by Verizon. Greg Gordon seconded. Ayes: 5 Nays: 0. Motion passed.

25
 26

| <u>Ayes</u> | <u>Nays</u> |
|---------------|-------------|
| Jason Thelin | None |
| Greg Gordon | |
| Carla Merrill | |
| Judi Pickell | |
| Lon Lott | |

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 33 **B. Central Utah Water Conservancy District (CUP) – North Branch Pumping Station Funding Agreement**

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 36 Shane Sorensen said the City had been working with CUP for several years to enable the delivery of CUP water to
 37 Alpine. The existing CUP waterline ended near the entrance to the Westrock gravel pit. The Central Utah
 38 Conservancy District had agreed to extend the water line to Alpine's boundary at their expense. Due to pressure in
 39 the aqueduct, Alpine City would need to construct a pump station. CUWD had agreed to participate in half the cost
 40 of the pump station. Shane Sorensen said the City was getting ready to bid out the Healey well and the pump station
 41 together. Once those bids were out, they would know the actual cost. The initial estimate for the cost of the pump
 42 station was one million dollars. He said this was a very favorable agreement and recommended the council approval
 43 it.

44
 45 Lon Lott asked who would take care of repair costs. Shane Sorensen said the City would repair their own pumps.

46
 47 **MOTION:** Jason Thelin moved to approve the North Branch Pumping Station Funding Agreement. Carla Merrill
 48 seconded. Ayes: 5 Nays: 0. Motion passed.

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 50

| <u>Ayes</u> | <u>Nays</u> |
|---------------|-------------|
| Jason Thelin | None |
| Greg Gordon | |
| Carla Merrill | |
| Judi Pickell | |
| Lon Lott | |

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2 **C. 2010 Water Revenue Bond Refunding**
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4 Shane Sorensen said the City had funded the City's share of the PI metering project out of cash reserves. To avoid
5 depleting the City's cash reserves by paying for the City's share of the CUP pump station, he recommended the
6 Council refinance the PI Bond and add the cost of the pump station to the bond. With the currently reduced interest
7 rates and by extending the life the of the bond, the City's bond payment would remain the same.
8

9 Shane Sorensen said they would be updating the water master plan and may want to add some other projects into the
10 bond while the rates were low.

11
12 **MOTION:** Jason Thelin moved to refinance the 2010 Water Revenue Bond and add additional funds for the
13 proposed North Branch Pumping Station Project as recommended by staff. Judi Pickell seconded. Ayes: 5 Nays: 0.
14 Motion passed.
15

| <u>Ayes</u> | <u>Nays</u> |
|---------------|-------------|
| Jason Thelin | None |
| Greg Gordon | |
| Carla Merrill | |
| Judi Pickell | |
| Lon Lott | |

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23 **VI. STAFF REPORTS**
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25 Chief Brian Gwilliam reported that Lt. David Boerner, who had been with the department for 24 years was retiring.
26 The chief would be sending out an invitation to his open house. Jamie Brooks had been promoted to take his place.
27 The department had also hired two new officers
28

29 Austin Roy asked the Council if they wanted staff to add in stealth language to the ordinance governing cell towers.
30 It had been in the original ordinance but was taken out because they felt it was difficult to define and felt existing
31 language was adequate.
32

33 Shane Sorensen said that some of the approved projects were underway. Altabank was working on relocating the
34 sign at the bank.
35

36 **VII. COUNCIL COMMUNICATION**
37

38 Jason Thelin said the road in the Lambert Park was pushing a lot of mud and gravel out into the street. Shane
39 Sorensen said they were going to put in a gravel bar to deflect the water out into the sagebrush. He said they were
40 going to pave the road from the church up to the parking lot.
41

42 Jason Thelin asked if the City would be liable if there was an accident because of the Altabank sign. David Church
43 said no. He said the City was more likely to get a claim because of the drinking fountain at the corner of Legacy
44 Park which was on City-owned property and was in the sight triangle.
45

46 Troy Stout said there was a transportation folder in the Councilmembers' boxes with interesting information about
47 growth and the transportation projects. A lot was happening.
48

49 Shane Sorensen said he'd met with UDOT with neighboring communities. They had applied for a grant to do a
50 study on additional roads, which was approved. UDOT was going to look at having more exits off the commuter
51 lane on SR-92. With the box culverts, they were unable to expand it to two lanes.
52

53 **VIII. EXECUTIVE SESSION**
54

55 **MOTION:** Lon Lott moved to go into closed session to discuss pending litigation. Greg Gordon seconded. Ayes: 5
56 Nays: 0. Motion passed.

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| <u>Ayes</u> | <u>Nays</u> |
|---------------|-------------|
| Jason Thelin | None |
| Greg Gordon | |
| Carla Merrill | |
| Judi Pickell | |
| Lon Lott | |

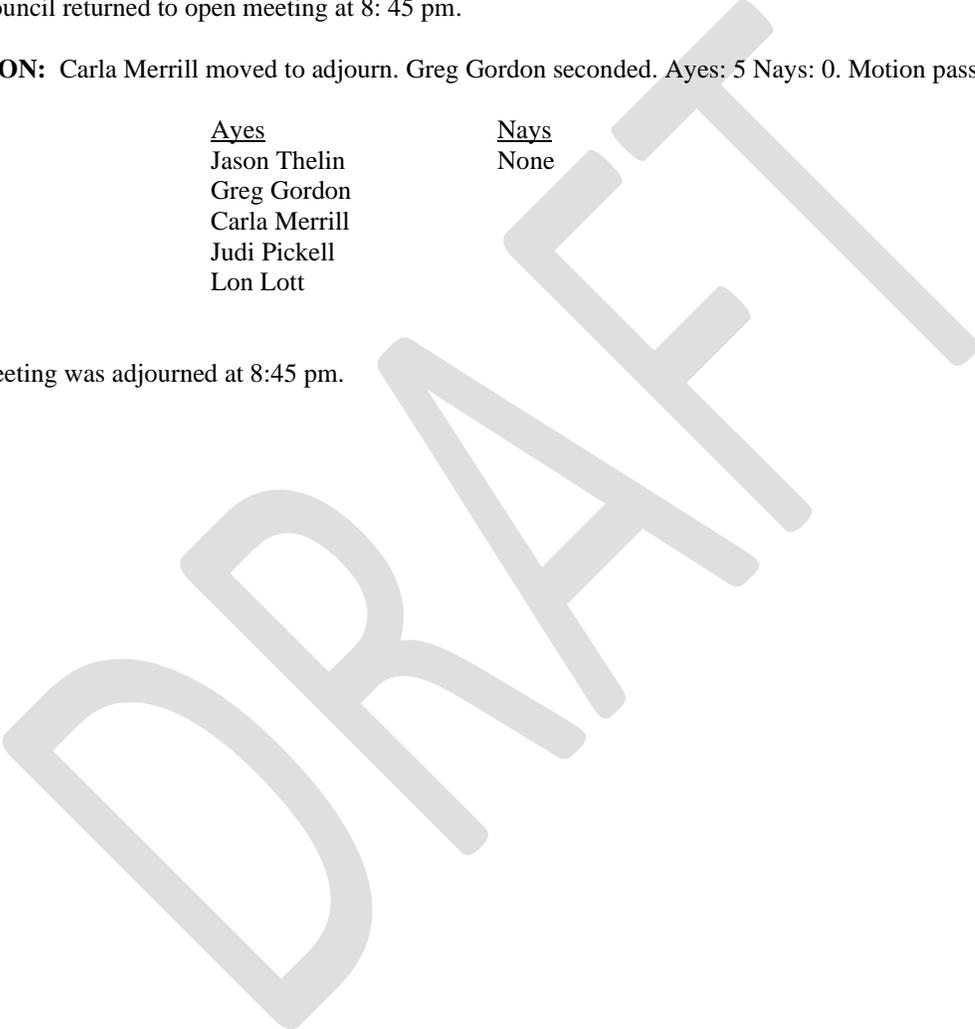
The Council went into closed session at 7:50 pm.

The Council returned to open meeting at 8: 45 pm.

MOTION: Carla Merrill moved to adjourn. Greg Gordon seconded. Ayes: 5 Nays: 0. Motion passed.

| <u>Ayes</u> | <u>Nays</u> |
|---------------|-------------|
| Jason Thelin | None |
| Greg Gordon | |
| Carla Merrill | |
| Judi Pickell | |
| Lon Lott | |

The meeting was adjourned at 8:45 pm.



YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- Shipping address
- Billing address
- Vendor: John Deere Company
2000 John Deere Run Cary,
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

Phillip Miller

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065

Tel: 801-966-4231
Mobile Phone: 801-850-2166
Fax: 801-966-4313
Email: phillmiller@stotzeq.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

Quote Summary

Prepared For:

Alpine City
20 N Main St
Alpine, UT 84004
Business: 801-756-6347

Delivering Dealer:

Stotz Equipment
Phillip Miller
14750 South Pony Express Rd
Bluffdale, UT 84065
Phone: 801-966-4231
Mobile: 801-850-2166
phillmiller@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote ID: 21070437
Created On: 13 January 2020
Last Modified On: 08 April 2020
Expiration Date: 28 February 2020

| Equipment Summary | Selling Price | Qty | Extended |
|--|----------------|-----|---------------------|
| JOHN DEERE XUV835M HVAC (MY20) | \$ 20,981.86 X | 1 = | \$ 20,981.86 |
| Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22) | | | |
| Price Effective Date: January 13, 2020 | | | |
| Equipment Total | | | \$ 20,981.86 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|---------------------|
| Equipment Total | \$ 20,981.86 |
| Trade In | |
| SubTotal | \$ 20,981.86 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 20,981.86 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 20,981.86 |

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 21070437 Customer Name: ALPINE CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

JOHN DEERE XUV835M HVAC (MY20)

Hours:

Stock Number:

Contract: UT Grounds Maintenance Equip MA2184 (PG 3A
CG 22)

Selling Price *
\$ 20,981.86

Price Effective Date: January 13, 2020

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|---|-----|------------------|-----------|-----------------|------------------|-------------------------|
| 573MM | XUV835M HVAC (MY20) | 1 | \$ 23,749.00 | 14.60 | \$ 3,467.35 | \$ 20,281.65 | \$ 20,281.65 |
| Standard Options - Per Unit | | | | | | | |
| 001A | US/Canada | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0505 | Build To Order | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1029 | Yellow Steel Wheels Terra Hawk All Terrain Tires | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2030 | Split Bench Seat - Yellow Vinyl | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2500 | Green and Yellow | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3003 | Cargo Box with Spray In Liner, Brake, and Tail Lights | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3100 | Manual Lift | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4024 | OSR - Cab Doors | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4039 | Black Roof with Headliner | 1 | \$ 149.00 | 14.60 | \$ 21.75 | \$ 127.25 | \$ 127.25 |
| 4199 | Less Rear Package | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4249 | Less Guards | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 6349 | Less Winch | 1 | \$ 0.00 | 14.60 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 149.00 | | \$ 21.75 | \$ 127.25 | \$ 127.25 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| BM26265 | Front Attachment Harness | 1 | \$ 144.46 | 14.60 | \$ 21.09 | \$ 123.37 | \$ 123.37 |
| BM26391 | Horn Kit | 1 | \$ 25.69 | 14.60 | \$ 3.75 | \$ 21.94 | \$ 21.94 |
| BM26477 | Rear View Mirror | 1 | \$ 94.16 | 14.60 | \$ 13.75 | \$ 80.41 | \$ 80.41 |
| BUC10310 | Side Mirrors (open station & cab doors) | 1 | \$ 182.97 | 14.60 | \$ 26.71 | \$ 156.26 | \$ 156.26 |
| BUC10608 | Front Turn Signal Light Kit | 1 | \$ 85.60 | 14.60 | \$ 12.50 | \$ 73.10 | \$ 73.10 |
| BM26390 | Windshield Washer Kit | 1 | \$ 138.03 | 14.60 | \$ 20.15 | \$ 117.88 | \$ 117.88 |
| Dealer Attachments Total | | | \$ 670.91 | | \$ 97.95 | \$ 572.96 | \$ 572.96 |

Selling Equipment

Quote Id: 21070437 **Customer Name:** ALPINE CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
 14750 South Pony Express Rd
 Bluffdale, UT 84065
 801-966-4231
 xx9969@stotzeq.com

| | | | | |
|-----------------------------|---------------------|--------------------|---------------------|---------------------|
| | | | | |
| Value Added Services | \$ 0.00 | | \$ 0.00 | \$ 0.00 |
| Total | | | | |
| Total Selling Price | \$ 24,568.91 | \$ 3,587.05 | \$ 20,981.86 | \$ 20,981.86 |

ALPINE CITY
 ESCROW BOND RELEASE FORM
 Bond Release #1

BOND HOLDER

Thru Period Ending: February 29, 2020

Montdella

Location: 250 S Main Street

| Description | Quantity | Units | Unit Price | Total Cost | % Completed This Period** | % Completed To Date** | Total This Period |
|--|----------|--------|-------------|--------------|---------------------------|-----------------------|-------------------|
| SEWER | | | | | | | |
| Connect to Existing Sewer Manhole | 1 | EACH @ | \$2,250.00 | \$2,250.00 | 0.0% | 95.0% | \$ - |
| 8" PVC Sewer Main | 456 | LF @ | \$36.00 | \$16,416.00 | 0.0% | 95.0% | \$ - |
| 48" Dia. Manhole | 4 | EACH @ | \$2,850.00 | \$11,400.00 | 0.0% | 95.0% | \$ - |
| 60" Dia. Manhole | 2 | EACH @ | \$3,200.00 | \$6,400.00 | 0.0% | 95.0% | \$ - |
| 4" Sewer Lateral | 25 | EACH @ | \$1,150.00 | \$28,750.00 | 0.0% | 95.0% | \$ - |
| Import Fill | 1,695 | TONS @ | \$13.50 | \$22,882.50 | 0.0% | 95.0% | \$ - |
| Clean & Video | 456 | LF @ | \$3.50 | \$1,596.00 | 0.0% | 0.0% | \$ - |
| Testing | 1 | LS @ | \$350.00 | \$350.00 | 0.0% | 0.0% | \$ - |
| STORM DRAIN SYSTEM | | | | | | | |
| Connect to Existing Storm Drain Manhole | 1 | EACH @ | \$2,850.00 | \$2,850.00 | 0.0% | 95.0% | \$ - |
| 15" RCP Storm Drain Pipe | 120 | LF @ | \$52.00 | \$6,240.00 | 0.0% | 95.0% | \$ - |
| 15" Flared end Section | 2 | EACH @ | \$1,500.00 | \$3,000.00 | 0.0% | 95.0% | \$ - |
| Curb Inlet Box | 1 | EACH @ | \$2,850.00 | \$2,850.00 | 0.0% | 95.0% | \$ - |
| Combo Box | 1 | EACH @ | \$5,000.00 | \$5,000.00 | 0.0% | 95.0% | \$ - |
| Storm Drain Manhole w/ Orificie Plate | 1 | EACH @ | \$5,500.00 | \$5,500.00 | 0.0% | 95.0% | \$ - |
| Cut Detention Pond and Waste Onsite | 1 | LS @ | \$3,850.00 | \$3,850.00 | 0.0% | 95.0% | \$ - |
| Import Fill | 100 | TONS @ | \$13.50 | \$1,350.00 | 0.0% | 95.0% | \$ - |
| Clean & Video | 120 | LF @ | \$3.50 | \$420.00 | 0.0% | 0.0% | \$ - |
| Testing | 1 | LS @ | \$350.00 | \$350.00 | 0.0% | 0.0% | \$ - |
| CULINARY WATER | | | | | | | |
| Connect to Existing Waterline | 2 | EACH @ | \$3,550.00 | \$7,100.00 | 0.0% | 95.0% | \$ - |
| 8" PVC C900 DR18 Culinary Waterline | 470 | LF @ | \$28.00 | \$13,160.00 | 0.0% | 95.0% | \$ - |
| 8" CW Bend | 6 | EACH @ | \$850.00 | \$5,100.00 | 0.0% | 95.0% | \$ - |
| 8" CW Tee | 2 | EACH @ | \$1,250.00 | \$2,500.00 | 0.0% | 95.0% | \$ - |
| 8" Gate Valve | 2 | EACH @ | \$1,950.00 | \$3,900.00 | 0.0% | 95.0% | \$ - |
| Fire Hydrant | 3 | EACH @ | \$5,800.00 | \$17,400.00 | 0.0% | 95.0% | \$ - |
| 1" CTS Poly Culinary Water Services | 25 | EACH @ | \$1,250.00 | \$31,250.00 | 0.0% | 95.0% | \$ - |
| Import Fill | 1,120 | TONS @ | \$13.50 | \$15,120.00 | 0.0% | 95.0% | \$ - |
| Re-route existing Waterline Outside Building Pad | 1 | LS @ | \$37,359.00 | \$37,359.00 | 0.0% | 95.0% | \$ - |
| Thrust Blocks | 14 | EACH @ | \$200.00 | \$2,800.00 | 0.0% | 95.0% | \$ - |
| Bacteria and Pressure Testing | 470 | LF @ | \$3.50 | \$1,645.00 | 0.0% | 95.0% | \$ - |
| PRESSURIZED IRRIGATION SYSTEM | | | | | | | |
| Remove 1" service and install 1.5" service | 1 | EACH @ | \$5,000.00 | \$5,000.00 | 0.0% | 95.0% | \$ - |
| ROADWAY IMPROVEMENTS | | | | | | | |
| Remove and replace asphalt for Main St patching | 1,000 | SF @ | \$7.50 | \$7,500.00 | 0.0% | 95.0% | \$ - |
| 2' Curb and Gutter base prep | 55 | LF @ | \$5.00 | \$275.00 | 95.0% | 95.0% | \$ 261.25 |
| 2' Curb and Gutter | 55 | LF @ | \$16.50 | \$907.50 | 95.0% | 95.0% | \$ 862.13 |
| 8" Roadbase | 565 | SF @ | \$0.95 | \$536.75 | 0.0% | 95.0% | \$ - |
| 3" Asphalt | 565 | SF @ | \$1.60 | \$904.00 | 0.0% | 95.0% | \$ - |
| Sidewalk Prep (6" roadbase) | 120 | SF @ | \$0.90 | \$108.00 | 0.0% | 95.0% | \$ - |
| Sidewalk (5' W x 6" thick) | 120 | SF @ | \$3.50 | \$420.00 | 0.0% | 95.0% | \$ - |
| ADA Ramp | 5 | EACH @ | \$1,250.00 | \$6,250.00 | 40.0% | 95.0% | \$ 2,500.00 |
| Place and compact fill for trail grade | 4,285 | CY @ | \$3.50 | \$14,997.50 | 0.0% | 0.0% | \$ - |
| 8' Asphalt Trail w/ 3" Asphalt and 6" roadbase | 5,560 | SF @ | \$3.25 | \$18,070.00 | 0.0% | 0.0% | \$ - |
| Concrete Water Valve Collars | 5 | EACH @ | \$450.00 | \$2,250.00 | 0.0% | 95.0% | \$ - |
| Concrete Manhole Collars | 8 | EACH @ | \$550.00 | \$4,400.00 | 0.0% | 95.0% | \$ - |
| Concrete Cross Gutter | 1 | EACH @ | \$5,000.00 | \$5,000.00 | 0.0% | 95.0% | \$ - |
| OTHER | | | | | | | |
| Street Lights | 3 | EACH @ | \$2,700.00 | \$8,100.00 | 74.6% | 74.6% | \$ 6,042.37 |
| Asphalt Testing | 1 | LS @ | \$3,500.00 | \$3,500.00 | 0.0% | 60.0% | \$ - |
| Rock Retaining Walls | 3250 | SF @ | \$25.00 | \$81,250.00 | 0.0% | 0.0% | \$ - |
| SWPPP | | | | | | | |
| Silt Fence | 650 | LF @ | \$3.00 | \$1,950.00 | 0.0% | 95.0% | \$ - |
| Concrete Washout | 1 | LS @ | \$900.00 | \$900.00 | 0.0% | 95.0% | \$ - |
| Curb Inlet Protection | 1 | EACH @ | \$500.00 | \$500.00 | 0.0% | 95.0% | \$ - |
| Toilet | 1 | LS @ | \$700.00 | \$700.00 | 0.0% | 95.0% | \$ - |
| Re-seeding disturbed areas | 1 | LS @ | \$2,000.00 | \$2,000.00 | 0.0% | 0.0% | \$ - |
| BASE BID TOTAL | | | | \$424,307.25 | | | |
| 10% Warranty Amount | | | \$ | 42,430.73 | | | |
| TOTAL BOND AMOUNT | | | \$ | 466,737.98 | | | |
| Total Released to Date | | | \$ | 287,132.44 | | | |
| TOTAL BOND REMAINING | | | \$ | 179,605.54 | | | |
| | | | | | Previously Released: | \$ | 277,466.69 |
| | | | | | This Release: | \$ | 9,665.75 |

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.

Alan Cottle
 Developer

Date



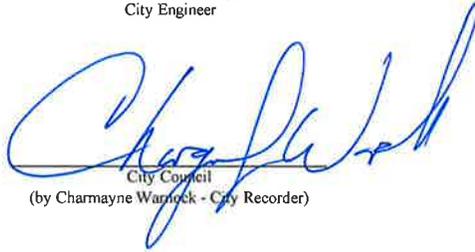
Troy Stout
Mayor

3/27/20
Date



Jed Muhlestein, P.E.
City Engineer

3/12/2020
Date



City Council
(by Charmayne Warlock - City Recorder)

3-27-20
Date

ALPINE CITY
ESCROW BOND RELEASE FORM
 Release No. 4

BOND HOLDER

Thru Period Ending: February 29, 2020

The Ridge At Alpine Phase 2
 Location: North Elk Ridge Lane and Grove Drive

| Description | Quantity | Units | Unit Price | Total Cost | % Completed This Period** | % Completed To Date** | Total This Period |
|---|----------|--------|--------------|---------------|---------------------------|-----------------------|-------------------|
| SWPPP | | | | | | | |
| Construction Entrance | 2 | EACH @ | \$ 2,500.00 | \$ 5,000.00 | 0.0% | 95.0% | \$ - |
| Silt Fence | 2925 | LF @ | \$ 2.00 | \$ 5,850.00 | 0.0% | 95.0% | \$ - |
| Inlet Protection | 16 | EACH @ | \$ 150.00 | \$ 2,400.00 | 0.0% | 0.0% | \$ - |
| Toilet Rental | 60 | EACH @ | \$ 100.00 | \$ 6,000.00 | 0.0% | 0.0% | \$ - |
| Toilet Pad Install | 1 | EACH @ | \$ 250.00 | \$ 250.00 | 0.0% | 0.0% | \$ - |
| Street Sweeping | 1 | LS @ | \$ 5,000.00 | \$ 5,000.00 | 0.0% | 0.0% | \$ - |
| Slope Stabilization (Reseeding disturbed areas) | 2 | AC @ | \$ 250.00 | \$ 500.00 | 0.0% | 0.0% | \$ - |
| Concrete Washout | 1 | LS @ | \$ 2,500.00 | \$ 2,500.00 | 0.0% | 0.0% | \$ - |
| MOBILIZATION & EARTH WORK | | | | | | | |
| Mobilization | 1 | LS @ | \$ 7,500.00 | \$ 7,500.00 | 0.0% | 95.0% | \$ - |
| Demo of existing Barns & Misc Structures | 1 | LS @ | \$ 50,000.00 | \$ 50,000.00 | 0.0% | 95.0% | \$ - |
| Clearing and Grubbing | 7 | ACRE @ | \$ 1,850.00 | \$ 12,950.00 | 0.0% | 95.0% | \$ - |
| Site Cut/Fill | 23160 | CY @ | \$ 3.50 | \$ 81,060.00 | 17.7% | 73.8% | \$ 14,350.00 |
| Temporary Detention Pond | 1 | LS @ | \$ 16,201.58 | \$ 16,201.58 | 0.0% | 95.0% | \$ - |
| Drainage Swell | 375 | LF @ | \$ 23.29 | \$ 8,733.75 | 0.0% | 95.0% | \$ - |
| Rip Rap for Drainage Swell | 64 | CY @ | \$ 77.88 | \$ 4,984.32 | 0.0% | 95.0% | \$ - |
| SANITARY SEWER | | | | | | | |
| Connect to Existing Sewer Manhole | 1 | EACH @ | \$ 2,500.00 | \$ 2,500.00 | 0.0% | 95.0% | \$ - |
| 8" SDR 35 Sewer Main | 1835 | LF @ | \$ 35.00 | \$ 64,225.00 | 0.0% | 95.0% | \$ - |
| 60" Sanitary Sewer Manhole | 3 | EACH @ | \$ 3,250.00 | \$ 9,750.00 | 0.0% | 95.0% | \$ - |
| 48" Sanitary Sewer Manhole | 7 | EACH @ | \$ 2,950.00 | \$ 20,650.00 | 0.0% | 85.7% | \$ - |
| 4" Sewer Lateral | 19 | EACH @ | \$ 1,000.00 | \$ 19,000.00 | 0.0% | 84.2% | \$ - |
| STORM DRAIN | | | | | | | |
| Connect to Existing Storm Drain Manhole | 1 | EACH @ | \$ 2,500.00 | \$ 2,500.00 | 0.0% | 95.0% | \$ - |
| 15" ADS Storm Drain Pipe | 1820 | LF @ | \$ 38.00 | \$ 69,160.00 | 0.0% | 75.9% | \$ - |
| 60" Storm Drain Manhole | 9 | EACH @ | \$ 3,800.00 | \$ 34,200.00 | 0.0% | 66.7% | \$ - |
| 48" Storm Drain Manhole | 3 | EACH @ | \$ 3,500.00 | \$ 10,500.00 | 0.0% | 95.0% | \$ - |
| Curb inlet Box | 9 | EACH @ | \$ 2,850.00 | \$ 25,650.00 | 0.0% | 66.7% | \$ - |
| Double curb inlet box | 2 | EACH @ | \$ 3,500.00 | \$ 7,000.00 | 0.0% | 95.0% | \$ - |
| CULINARY WATER | | | | | | | |
| Connect to Existing Culinary Waterline | 2 | EACH @ | \$ 5,600.00 | \$ 11,200.00 | 0.0% | 50.0% | \$ - |
| 8" PVC C900 Water Main | 1840 | LF @ | \$ 31.00 | \$ 57,040.00 | 0.0% | 41.6% | \$ - |
| 12" PVC C900 Water Main | 220 | LF @ | \$ 46.75 | \$ 10,285.00 | 0.0% | 0.0% | \$ - |
| 8" CW Tee | 2 | EACH @ | \$ 1,120.00 | \$ 2,240.00 | 0.0% | 50.0% | \$ - |
| 8" CW Bend | 3 | EACH @ | \$ 1,091.41 | \$ 3,274.23 | 0.0% | 66.7% | \$ - |
| 8" Gate Valve | 8 | EACH @ | \$ 1,950.00 | \$ 15,600.00 | 0.0% | 37.5% | \$ - |
| 12" CW Tee | 1 | EACH @ | \$ 2,540.00 | \$ 2,540.00 | 0.0% | 0.0% | \$ - |
| 12" Gate Valve | 2 | EACH @ | \$ 3,470.00 | \$ 6,940.00 | 0.0% | 0.0% | \$ - |
| Temp Blowoff | 2 | EACH @ | \$ 1,550.00 | \$ 3,100.00 | 0.0% | 50.0% | \$ - |
| 1" Water Services | 19 | EACH @ | \$ 1,375.00 | \$ 26,125.00 | 0.0% | 52.6% | \$ - |
| Fire Hydrant Assembly with Valve | 5 | EACH @ | \$ 5,500.00 | \$ 27,500.00 | 0.0% | 40.0% | \$ - |
| PRESSURIZED IRRIGATION SYSTEM | | | | | | | |
| Connect to Existing Irrigation Waterline | 2 | EACH @ | \$ 4,905.00 | \$ 9,810.00 | 0.0% | 50.0% | \$ - |
| 4" PVC C900 Irrigation Main | 305 | LF @ | \$ 24.00 | \$ 7,320.00 | 0.0% | 0.0% | \$ - |
| 6" PVC C900 Irrigation Main | 500 | LF @ | \$ 26.00 | \$ 13,000.00 | 0.0% | 87.0% | \$ - |
| 12" PVC C900 Irrigation Main | 1320 | LF @ | \$ 44.00 | \$ 58,080.00 | 0.0% | 25.8% | \$ - |
| 4" PI Bend | 1 | EACH @ | \$ 725.00 | \$ 725.00 | 0.0% | 0.0% | \$ - |
| 4" Gate Valve | 1 | EACH @ | \$ 1,750.00 | \$ 1,750.00 | 0.0% | 0.0% | \$ - |
| 6" Gate Valve | 2 | EACH @ | \$ 1,850.00 | \$ 3,700.00 | 0.0% | 50.0% | \$ - |
| 12" Gate Valve | 7 | EACH @ | \$ 3,265.00 | \$ 22,855.00 | 0.0% | 42.9% | \$ - |
| 12" PI Tee | 3 | EACH @ | \$ 2,013.94 | \$ 6,041.82 | 0.0% | 33.3% | \$ - |
| 12" PI Bend | 5 | EACH @ | \$ 1,200.00 | \$ 6,000.00 | 0.0% | 60.0% | \$ - |
| Temp Blowoff | 3 | EACH @ | \$ 1,550.00 | \$ 4,650.00 | 0.0% | 0.0% | \$ - |
| 1" Pressurized Irrigation Services | 19 | EACH @ | \$ 1,300.00 | \$ 24,700.00 | 0.0% | 31.6% | \$ - |
| 1" PI Service - Entrance Landscaping | 1 | EACH @ | \$ 1,300.00 | \$ 1,300.00 | 0.0% | 0.0% | \$ - |
| Air Vac Assemblies | 2 | EACH @ | \$ 5,600.00 | \$ 11,200.00 | 0.0% | 0.0% | \$ - |
| 2" PI Drain | 1 | EACH @ | \$ 3,250.00 | \$ 3,250.00 | 0.0% | 0.0% | \$ - |
| PI Flush Valve | 1 | EACH @ | \$ 2,500.00 | \$ 2,500.00 | 0.0% | 0.0% | \$ - |
| 30" GRAVITY IRRIGATION | | | | | | | |
| 30" ADS Gravity Irrigation | 610 | LF @ | \$ 84.00 | \$ 51,240.00 | 0.0% | 95.0% | \$ - |
| 4x4' SDCB | 3 | EACH @ | \$ 4,500.00 | \$ 13,500.00 | 0.0% | 95.0% | \$ - |
| 30" Flared End Section | 2 | EACH @ | \$ 1,655.00 | \$ 3,310.00 | 0.0% | 0.0% | \$ - |
| ROADWAY IMPROVEMENTS | | | | | | | |
| Rough Grade and Proof Roll Native Subgrade | 219538 | SF @ | \$ 0.15 | \$ 32,930.70 | 0.0% | 0.0% | \$ - |
| 24" Curb Prep (6" Road Base) | 4045 | LF @ | \$ 4.00 | \$ 16,180.00 | 0.0% | 0.0% | \$ - |
| 24" Curb & Gutter | 4045 | LF @ | \$ 14.50 | \$ 58,652.50 | 0.0% | 0.0% | \$ - |
| 9" Untreated Base Course | 72000 | SF @ | \$ 0.95 | \$ 68,400.00 | 0.0% | 0.0% | \$ - |
| 3" Hot Mix Asphalt (PG58-28, 1/2", 15% RAP) | 72000 | SF @ | \$ 1.50 | \$ 108,000.00 | 0.0% | 0.0% | \$ - |
| Sidewalk Prep (6" Road Base) | 21325 | SF @ | \$ 0.80 | \$ 17,060.00 | 0.0% | 0.0% | \$ - |
| Concrete Sidewalk (4' Wide x 4" Thick) | 21325 | SF @ | \$ 4.50 | \$ 95,962.50 | 0.0% | 0.0% | \$ - |

| | | | | | | | | | | | |
|---|------|------|---|----|-----------|----|--------------|------|-------|-------------------------|------------------|
| ADA Ramp | 8 | EACH | @ | \$ | 1,250.00 | \$ | 10,000.00 | 0.0% | 0.0% | \$ | - |
| Concrete Valve Collars | 25 | EACH | @ | \$ | 350.00 | \$ | 8,750.00 | 0.0% | 0.0% | \$ | - |
| Concrete Manhole Collars | 13 | EACH | @ | \$ | 450.00 | \$ | 5,850.00 | 0.0% | 0.0% | \$ | - |
| Sanitary Sewer - Import Fill Trench Backfill | 5940 | TON | @ | \$ | 13.50 | \$ | 80,190.00 | 0.0% | 95.0% | \$ | - |
| Storm Drain and Gravity Irr - Import Fill Trench Backfill | 5100 | TON | @ | \$ | 13.50 | \$ | 68,850.00 | 0.0% | 90.6% | \$ | - |
| Culinary Water - Import Fill Trench Backfill | 1635 | TON | @ | \$ | 13.50 | \$ | 22,072.50 | 0.0% | 52.9% | \$ | - |
| Pressurized Irrigation - Import Fill Trench Backfill | 2375 | TON | @ | \$ | 13.50 | \$ | 32,062.50 | 0.0% | 78.9% | \$ | - |
| Dry Utilities | 19 | EACH | @ | \$ | 6,500.00 | \$ | 123,500.00 | 0.0% | 0.0% | \$ | - |
| OTHER | | | | | | | | | | | |
| Street Lights | 3 | EACH | @ | \$ | 2,750.00 | \$ | 8,250.00 | 0.0% | 0.0% | \$ | - |
| Mail Box and Pad | 1 | EACH | @ | \$ | 2,500.00 | \$ | 2,500.00 | 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% | \$ | - |
| Street Signs | 4 | EACH | @ | \$ | 1,500.00 | \$ | 6,000.00 | 0.0% | 0.0% | \$ | - |
| Survey | 1 | LS | @ | \$ | 25,000.00 | \$ | 25,000.00 | 0.0% | 0.0% | \$ | - |
| Retaining Wall by Russon's Residence | 1 | LS | @ | \$ | 15,000.00 | \$ | 15,000.00 | 0.0% | 0.0% | \$ | - |
| BASE BID TOTAL | | | | | | \$ | 1,705,551.40 | | | Previously Released: \$ | 726,971.17 |
| 10% Warranty Amount | | | | | | \$ | 170,555.14 | | | | |
| TOTAL BOND AMOUNT | | | | | | \$ | 1,876,106.54 | | | This Release: \$ | 14,350.00 |
| <i>Total Released to Date</i> | | | | | | \$ | 741,321.17 | | | | |
| TOTAL BOND REMAINING | | | | | | \$ | 1,134,785.37 | | | | |

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.

Paul Kroff
Developer

Date


Troy Stott
Mayor

3/27/20
Date


Jed Muhlestein, P.E.
City Engineer

3/12/2020
Date


City Council
(by Charmayne Warnock - City Recorder)

3-27-20
Date

ALPINE CITY
ESCROW BOND RELEASE FORM
 Release No. 5

BOND HOLDER

Thru Period Ending: March 31, 2020

The Ridge At Alpine Phase 2

Location: North Elk Ridge Lane and Grove Drive

| Description | Quantity | Units | Unit Price | Total Cost | % Completed This Period** | % Completed To Date** | Total This Period |
|---|----------|-------|----------------|---------------|---------------------------|-----------------------|-------------------|
| SWPPP | | | | | | | |
| Construction Entrance | 2 | EACH | @ \$ 2,500.00 | \$ 5,000.00 | 0.0% | 95.0% | \$ - |
| Silt Fence | 2925 | LF | @ \$ 2.00 | \$ 5,850.00 | 0.0% | 95.0% | \$ - |
| Inlet Protection | 16 | EACH | @ \$ 150.00 | \$ 2,400.00 | 0.0% | 0.0% | \$ - |
| Toilet Rental | 60 | EACH | @ \$ 100.00 | \$ 6,000.00 | 0.0% | 0.0% | \$ - |
| Toilet Pad Install | 1 | EACH | @ \$ 250.00 | \$ 250.00 | 0.0% | 0.0% | \$ - |
| Street Sweeping | 1 | LS | @ \$ 5,000.00 | \$ 5,000.00 | 0.0% | 0.0% | \$ - |
| Slope Stabilization (Reseeding disturbed areas) | 2 | AC | @ \$ 250.00 | \$ 500.00 | 0.0% | 0.0% | \$ - |
| Concrete Washout | 1 | LS | @ \$ 2,500.00 | \$ 2,500.00 | 0.0% | 0.0% | \$ - |
| MOBILIZATION & EARTH WORK | | | | | | | |
| Mobilization | 1 | LS | @ \$ 7,500.00 | \$ 7,500.00 | 0.0% | 95.0% | \$ - |
| Demo of existing Barns & Misc Structures | 1 | LS | @ \$ 50,000.00 | \$ 50,000.00 | 0.0% | 95.0% | \$ - |
| Clearing and Grubbing | 7 | ACRE | @ \$ 1,850.00 | \$ 12,950.00 | 0.0% | 95.0% | \$ - |
| Site Cut/Fill | 23160 | CY | @ \$ 3.50 | \$ 81,060.00 | 0.0% | 73.8% | \$ - |
| Temporary Detention Pond | 1 | LS | @ \$ 16,201.58 | \$ 16,201.58 | 0.0% | 95.0% | \$ - |
| Drainage Swell | 375 | LF | @ \$ 23.29 | \$ 8,733.75 | 0.0% | 95.0% | \$ - |
| Rip Rap for Drainage Swell | 64 | CY | @ \$ 77.88 | \$ 4,984.32 | 0.0% | 95.0% | \$ - |
| SANITARY SEWER | | | | | | | |
| Connect to Existing Sewer Manhole | 1 | EACH | @ \$ 2,500.00 | \$ 2,500.00 | 0.0% | 95.0% | \$ - |
| 8" SDR 35 Sewer Main | 1835 | LF | @ \$ 35.00 | \$ 64,225.00 | 0.0% | 95.0% | \$ - |
| 60" Sanitary Sewer Manhole | 3 | EACH | @ \$ 3,250.00 | \$ 9,750.00 | 0.0% | 95.0% | \$ - |
| 48" Sanitary Sewer Manhole | 7 | EACH | @ \$ 2,950.00 | \$ 20,650.00 | 4.6% | 95.0% | \$ 958.75 |
| 4" Sewer Lateral | 19 | EACH | @ \$ 1,000.00 | \$ 19,000.00 | 10.8% | 95.0% | \$ 2,050.00 |
| STORM DRAIN | | | | | | | |
| Connect to Existing Storm Drain Manhole | 1 | EACH | @ \$ 2,500.00 | \$ 2,500.00 | 0.0% | 95.0% | \$ - |
| 15" ADS Storm Drain Pipe | 1820 | LF | @ \$ 38.00 | \$ 69,160.00 | 19.1% | 95.0% | \$ 13,186.00 |
| 60" Storm Drain Manhole | 9 | EACH | @ \$ 3,800.00 | \$ 34,200.00 | 28.3% | 95.0% | \$ 9,690.00 |
| 48" Storm Drain Manhole | 3 | EACH | @ \$ 3,500.00 | \$ 10,500.00 | 0.0% | 95.0% | \$ - |
| Curb inlet Box | 9 | EACH | @ \$ 2,850.00 | \$ 25,650.00 | 28.3% | 95.0% | \$ 7,267.50 |
| Double curb inlet box | 2 | EACH | @ \$ 3,500.00 | \$ 7,000.00 | 0.0% | 95.0% | \$ - |
| CULINARY WATER | | | | | | | |
| Connect to Existing Culinary Waterline | 2 | EACH | @ \$ 5,600.00 | \$ 11,200.00 | 0.0% | 50.0% | \$ - |
| 8" PVC C900 Water Main | 1840 | LF | @ \$ 31.00 | \$ 57,040.00 | 0.0% | 41.6% | \$ - |
| 12" PVC C900 Water Main | 220 | LF | @ \$ 46.75 | \$ 10,285.00 | 0.0% | 0.0% | \$ - |
| 8" CW Tee | 2 | EACH | @ \$ 1,120.00 | \$ 2,240.00 | 0.0% | 50.0% | \$ - |
| 8" CW Bend | 3 | EACH | @ \$ 1,091.41 | \$ 3,274.23 | 0.0% | 66.7% | \$ - |
| 8" Gate Valve | 8 | EACH | @ \$ 1,950.00 | \$ 15,600.00 | 0.0% | 37.5% | \$ - |
| 12" CW Tee | 1 | EACH | @ \$ 2,540.00 | \$ 2,540.00 | 0.0% | 0.0% | \$ - |
| 12" Gate Valve | 2 | EACH | @ \$ 3,470.00 | \$ 6,940.00 | 0.0% | 0.0% | \$ - |
| Temp Blowoff | 2 | EACH | @ \$ 1,550.00 | \$ 3,100.00 | 0.0% | 50.0% | \$ - |
| 1" Water Services | 19 | EACH | @ \$ 1,375.00 | \$ 26,125.00 | 0.0% | 52.6% | \$ - |
| Fire Hydrant Assembly with Valve | 5 | EACH | @ \$ 5,500.00 | \$ 27,500.00 | 0.0% | 40.0% | \$ - |
| PRESSURIZED IRRIGATION SYSTEM | | | | | | | |
| Connect to Existing Irrigation Waterline | 2 | EACH | @ \$ 4,905.00 | \$ 9,810.00 | 0.0% | 50.0% | \$ - |
| 4" PVC C900 Irrigation Main | 305 | LF | @ \$ 24.00 | \$ 7,320.00 | 0.0% | 0.0% | \$ - |
| 6" PVC C900 Irrigation Main | 500 | LF | @ \$ 26.00 | \$ 13,000.00 | 0.0% | 87.0% | \$ - |
| 12" PVC C900 Irrigation Main | 1320 | LF | @ \$ 44.00 | \$ 58,080.00 | 0.0% | 25.8% | \$ - |
| 4" PI Bend | 1 | EACH | @ \$ 725.00 | \$ 725.00 | 0.0% | 0.0% | \$ - |
| 4" Gate Valve | 1 | EACH | @ \$ 1,750.00 | \$ 1,750.00 | 0.0% | 0.0% | \$ - |
| 6" Gate Valve | 2 | EACH | @ \$ 1,850.00 | \$ 3,700.00 | 0.0% | 50.0% | \$ - |
| 12" Gate Valve | 7 | EACH | @ \$ 3,265.00 | \$ 22,855.00 | 0.0% | 42.9% | \$ - |
| 12" PI Tee | 3 | EACH | @ \$ 2,013.94 | \$ 6,041.82 | 0.0% | 33.3% | \$ - |
| 12" PI Bend | 5 | EACH | @ \$ 1,200.00 | \$ 6,000.00 | 0.0% | 60.0% | \$ - |
| Temp Blowoff | 3 | EACH | @ \$ 1,550.00 | \$ 4,650.00 | 0.0% | 0.0% | \$ - |
| 1" Pressurized Irrigation Services | 19 | EACH | @ \$ 1,300.00 | \$ 24,700.00 | 0.0% | 31.6% | \$ - |
| 1" PI Service - Entrance Landscaping | 1 | EACH | @ \$ 1,300.00 | \$ 1,300.00 | 0.0% | 0.0% | \$ - |
| Air Vac Assemblies | 2 | EACH | @ \$ 5,600.00 | \$ 11,200.00 | 0.0% | 0.0% | \$ - |
| 2" PI Drain | 1 | EACH | @ \$ 3,250.00 | \$ 3,250.00 | 0.0% | 0.0% | \$ - |
| PI Flush Valve | 1 | EACH | @ \$ 2,500.00 | \$ 2,500.00 | 0.0% | 0.0% | \$ - |
| 30" GRAVITY IRRIGATION | | | | | | | |
| 30" ADS Gravity Irrigation | 610 | LF | @ \$ 84.00 | \$ 51,240.00 | 0.0% | 95.0% | \$ - |
| 4'x4' SDCB | 3 | EACH | @ \$ 4,500.00 | \$ 13,500.00 | 0.0% | 95.0% | \$ - |
| 30" Flared End Section | 2 | EACH | @ \$ 1,655.00 | \$ 3,310.00 | 0.0% | 0.0% | \$ - |
| ROADWAY IMPROVEMENTS | | | | | | | |
| Rough Grade and Proof Roll Native Subgrade | 219538 | SF | @ \$ 0.15 | \$ 32,930.70 | 0.0% | 0.0% | \$ - |
| 24" Curb Prep (6" Road Base) | 4045 | LF | @ \$ 4.00 | \$ 16,180.00 | 0.0% | 0.0% | \$ - |
| 24" Curb & Gutter | 4045 | LF | @ \$ 14.50 | \$ 58,652.50 | 0.0% | 0.0% | \$ - |
| 9" Untreated Base Course | 72000 | SF | @ \$ 0.95 | \$ 68,400.00 | 0.0% | 0.0% | \$ - |
| 3" Hot Mix Asphalt (PG58-28, 1/2", 15% RAP) | 72000 | SF | @ \$ 1.50 | \$ 108,000.00 | 0.0% | 0.0% | \$ - |
| Sidewalk Prep (6" Road Base) | 21325 | SF | @ \$ 0.80 | \$ 17,060.00 | 0.0% | 0.0% | \$ - |
| Concrete Sidewalk (4' Wide x 4" Thick) | 21325 | SF | @ \$ 4.50 | \$ 95,962.50 | 0.0% | 0.0% | \$ - |

| | | | | | | | | | | | |
|---|------|------|---|----|-----------|----|------------|------|-------|----|---|
| ADA Ramp | 8 | EACH | @ | \$ | 1,250.00 | \$ | 10,000.00 | 0.0% | 0.0% | \$ | - |
| Concrete Valve Collars | 25 | EACH | @ | \$ | 350.00 | \$ | 8,750.00 | 0.0% | 0.0% | \$ | - |
| Concrete Manhole Collars | 13 | EACH | @ | \$ | 450.00 | \$ | 5,850.00 | 0.0% | 0.0% | \$ | - |
| Sanitary Sewer - Import Fill Trench Backfill | 5940 | TON | @ | \$ | 13.50 | \$ | 80,190.00 | 0.0% | 95.0% | \$ | - |
| Storm Drain and Gravity Irr - Import Fill Trench Backfill | 5100 | TON | @ | \$ | 13.50 | \$ | 68,850.00 | 0.0% | 90.6% | \$ | - |
| Culinary Water - Import Fill Trench Backfill | 1635 | TON | @ | \$ | 13.50 | \$ | 22,072.50 | 0.0% | 52.9% | \$ | - |
| Pressurized Irrigation - Import Fill Trench Backfill | 2375 | TON | @ | \$ | 13.50 | \$ | 32,062.50 | 0.0% | 78.9% | \$ | - |
| Dry Utilities | 19 | EACH | @ | \$ | 6,500.00 | \$ | 123,500.00 | 0.0% | 0.0% | \$ | - |
| OTHER | | | | | | | | | | | |
| Street Lights | 3 | EACH | @ | \$ | 2,750.00 | \$ | 8,250.00 | 0.0% | 0.0% | \$ | - |
| Mail Box and Pad | 1 | EACH | @ | \$ | 2,500.00 | \$ | 2,500.00 | 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% | \$ | - |
| Street Signs | 4 | EACH | @ | \$ | 1,500.00 | \$ | 6,000.00 | 0.0% | 0.0% | \$ | - |
| Survey | 1 | LS | @ | \$ | 25,000.00 | \$ | 25,000.00 | 0.0% | 0.0% | \$ | - |
| Retaining Wall by Russon's Residence | 1 | LS | @ | \$ | 15,000.00 | \$ | 15,000.00 | 0.0% | 0.0% | \$ | - |

| | | |
|-------------------------------|----|---------------------|
| BASE BID TOTAL | \$ | 1,705,551.40 |
| 10% Warranty Amount | \$ | 170,555.14 |
| TOTAL BOND AMOUNT | \$ | 1,876,106.54 |
| <i>Total Released to Date</i> | \$ | 774,473.42 |
| TOTAL BOND REMAINING | \$ | 1,101,633.12 |

Previously Released: \$ 741,321.17

This Release: \$ **33,152.25**

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.

Paul Kroff
Developer

Date

Troy Stout
Mayor

Date



Jed Muhlestein, P.E.
City Engineer

4/9/2020

Date

City Council
(by Charmayne Warnock - City Recorder)

Date

Shane Sorensen

From: John Schiess <JSchiess@horrocks.com>
Sent: Thursday, March 12, 2020 10:28 AM
To: Shane Sorensen
Cc: Greg Kmetszch; Jed Muhlestein
Subject: FW: Alpine City

Shane,

Here is Kyle's estimate to replace the pump and column. The numbers don't appear to be out of line for the items proposed.

If you recall he did recommend replacing the column with oil lube.

Let me know if you have questions.

John S

From: Kyle Widdison <widdisonturbine@gmail.com>
Sent: Thursday, March 12, 2020 10:01 AM
To: John Schiess <JSchiess@horrocks.com>
Subject: Alpine City

RE: Quote to supply and install the pump for the 300 North Well.
Design conditions. 775 GPM @ 820' TDH 200 BHP Max.
Pump setting 540'
Re-use the existing electric motor and pump discharge head.
Convert from water lube to oil lube.
Notes included below.

| | |
|--|-----------------|
| 1. Mobilization | L/S \$ 1,500.00 |
| 2. Goulds 11-CMC-13 pump bowls with cone intake screen. 775 GPM @ 820' TDH Oil lube, 8 x 2.5" x 2-11/16" | L/S \$13,857.00 |
| 3. 540' (27 pcs) of 8" .277 wall butt column pipe. 27 pcs of 2-1/2" X 1-11/16" oil tube and shaft assemblies. 13 pcs 2-1/2" X 8" black tube spiders. | L/S \$47,500.00 |
| 4. New tension assembly, Headshafts, Top tube, Oil pot . Misc small parts to convert to oil lube. | L/S \$ 3,700.00 |
| 5. Install and start up of the pump. | L/S \$ 6,500.00 |
| 6. Optional removal and disposal of the old pump column pipe. Or transport to a location within the city. | L/S \$ 200.00 |

Total. \$ 73,257.00 w/ option #6

TOTAL Pump Cost
\$ 73,057

Notes:

Delivery of items is as follows:

Item #2 14 days.

Item #3 21 days

Item #4 7 days

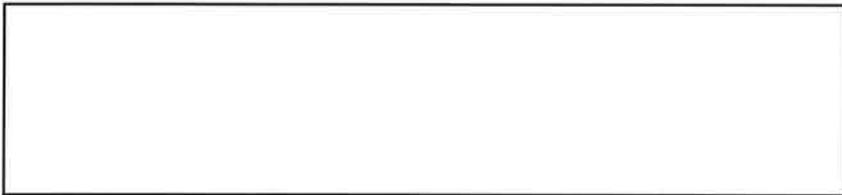
No sales or use tax is included

We will also call to remove the fencing and some site clean up.

Includes the clean up of the building interior and the roof hatch placement.

We could install as soon as the materials arrive.

Thank you, Kyle Widdison



RESOLUTION NO. R2020-05

**RESOLUTION OF ALPINE CITY
APPROVING AN SECOND AMENDED INTERLOCAL AGREEMENT FOR JOINT
AND COOPERATIVE ACTION OF CENTRAL UTAH 911**

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by Alpine City as follows:

1. The Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Alpine City.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

DATED this _____ day of _____ 2020.

Alpine City Mayor, Troy Stout

ATTEST

Alpine City Recorder, Charmayne G. Warnock

**SECOND AMENDED INTERLOCAL AGREEMENT FOR JOINT
AND COOPERATIVE ACTION OF
CENTRAL UTAH 911**

This Interlocal Agreement for Joint and Cooperative Action Amending the Central Utah Regional Dispatch Agency (the “Agreement”) is made by and among Utah County (Utah), Juab County (Juab), Alpine City (Alpine), American Fork City (American Fork), Cedar Fort Town (Cedar Fort), City of Cedar Hills (Cedar Hills); Eagle Mountain City (Eagle Mtn), Elk Ridge City (Elk Ridge), Fairfield Town (Fairfield), Genola Town (Genola), Town of Goshen (Goshen), Highland City (Highland), Lehi City (Lehi), Payson City (Payson), Pleasant Gove City (Pleasant Grove), Salem City (Salem), Santaquin City (Santaquin), City of Saratoga Springs (Saratoga Springs), Spanish Fork City (Spanish Fork), Vineyard Town (Vineyard), City of Woodland Hills (Woodland Hills), and Nephi City (Nephi) (sometimes referred to herein individually as a “Party” and collectively as the “Parties”), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the “Act”). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

A. The Act allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.

B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.

C. The Parties share a common interest in providing dispatching emergency services for public safety agencies in unincorporated Utah and Juab Counties, as well as various cities identified herein located in Utah and Juab Counties.

D. The Parties recognize that the health and safety of residents and visitors of the Parties depend on prompt and efficient dispatch of emergency services and the Parties will exercise the powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.

E. The Parties have found that prompt and efficient dispatching of emergency services can best be achieved by sharing resources, thus achieving economies of scale, minimizing duplication of costs, and eliminating artificial boundaries.

F. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help

implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and visitors, and provide other benefits.

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

SECTION 1 - AMENDMENT

The Parties hereby amend that separate legal and administrative interlocal entity known as “Central Utah 911,” empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the “Agency”) by adding Pleasant Gove as a member of the Agency and modifying how new members in Utah and Juab Counties may be added.

SECTION 2 - DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

Act: the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq.

Alternate Director: an individual appointed as an alternate to a Director as provided in this Agreement.

Agency: the Central Utah 911 Agency as amended pursuant to this Agreement.

Agency Service Area: that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

Board: the Board of Directors of the Agency, which is the governing body of the Agency.

Director: an individual appointed by a Member to serve on the Board as provided herein.

Dispatch: the act of receiving and calling out emergency services, including 911 calls, generally related to police, fire, ambulance (EMT, paramedic, etc.), or search and rescue. The events require dispatch to stay in contact with the emergency services until the incident is completed.

Facility: any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created,

including, without limitation, buildings and other structures, wherever such facilities may be located, computer equipment and radios used to dispatch, relay devices and towers, and other real or personal property deemed necessary to fulfill the purposes of the Agency.

Member(s): public agencies consisting of Utah County, Juab County, Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Fairfield Town, Genola Town, Town of Goshen, Highland City, Lehi City, Nephi City, Payson City, Pleasant Grove City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, Vineyard Town, and the City of Woodland Hills, which currently constitute all of the Parties to this Agreement, and any additional Members admitted as provided in this Agreement.

Non-Member Contracting Entity: a public entity which provides emergency services that elects, by contract, to have the Agency provide dispatch services for it.

Public Entity: a political subdivision of the State of Utah or any agency of the federal government.

SECTION 3 – AGENCY PURPOSES

- A. The purposes of the Agency are to:
1. dispatch emergency services for the public safety departments of its Members;
 2. operate, administer, manage, repair, and replace equipment necessary to dispatch emergency services;
 3. enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members;
 4. train dispatchers to promptly and efficiently dispatch emergency services, to work with emergency services personnel through the conclusion of an incident, and to calm and direct members of the public who make 911 or other emergency calls to the dispatch center.
- B. The Parties recognize that the accomplishment of such purposes are in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and visitors.

SECTION 4 – POWERS

- A. In order to accomplish the purposes of the Agency, it shall, without limitation, have the power to:
1. Own, acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities;
 2. Employ and train dispatchers to work with emergency services personnel to provide emergency services to the public;

3. Enter into contracts with public and private entities, as deemed beneficial by action of the Board;
4. Prepare, update, and implement capital improvement plans;
5. Consult and participate with the State of Utah, and other government entities on issues relating to emergency services, dispatching, allocation of funding and resources, and otherwise cooperate to provide prompt and efficient dispatching of emergency services;
6. Acquire, possess, lease, encumber, and dispose of personal and real property;
7. Contract with Non-Member Contracting Entities that wish to have the Agency dispatch for them;
8. Contract for the provision of services to or from the Agency;
9. Contract for professional services consultants;
10. Employ such persons as it deems necessary;
11. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law;
12. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues and receipts;
13. Exercise the power of eminent domain as authorized under the Act;
14. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers;
15. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss; and
16. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

SECTION 5 – GOVERNANCE

A. Board of Directors.

1. The Agency shall be governed by a Board of Directors consisting of one director appointed by each Member (“Directors”).
2. Each Director shall serve at the pleasure of the Member who appointed them and continue to serve until his or her successor is appointed and qualified. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director who is no longer available. Thereafter the Member shall appoint a new Director or a new Alternate Director in accordance with Section 5(A)(1) and 5(B)(2).

B. Transaction of Board Business; Alternate Directors.

1. Votes Required for Board Action. It requires a majority weighted vote of the Board, as set forth in the by-laws, to pass any measure.

2. Alternate Directors. Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board, following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is an alternate, in which event the Alternate Director shall be authorized to cast a vote in place of the absent Director.
- C. **Board Meetings**. The Board shall hold a regular Board meeting on a monthly basis, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.
- D. **Committees**.
1. Committees. The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

SECTION 6 – OFFICERS

- A. **Board Officers**. The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one year terms, and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term, but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency’s fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years. At least one of the Board Officers shall represent Juab or Nephi until June 30, 2021 after which officers may be elected from any of the Members’ directors.
- B. **Executive Director**. The Board may appoint an executive director, who shall be a paid employee of the Agency. The executive director shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. The executive director shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

SECTION 7 – FISCAL YEAR

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

SECTION 8 – BUDGET AND FINANCING

- A. **Budgets.** The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before March 1 each year and submitted to each Director. The final budget shall be adopted by the Board during June of each year.
- B. **Funding and Assessments.** 911 monies from each Member will be assigned to the Agency. In addition, the Agency shall make assessments to the Members to make up for the difference between the 911 monies and the costs to operate the Agency. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. The Agency will notify Members of its proposed budget by March 1 of each year and invoice for the same on or about July 1 each year. Each Member shall pay the assessment within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject them to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member or other entity which has not paid its assessment may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment.
- C. **Advances of Funds; Contributions.** Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Non-Member Contracting Entity, and the Agency.
- D. **Project Financing.** A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

SECTION 9 – TERM

The Agency shall exist for the later of fifty (50) years from the effective date of this Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Agreement to the longest term allowed by the Act. An amendment to this Agreement may extend the term. The term shall commence when this Agreement is adopted by each Member and approved by an attorney for each Member, as provided in the Act, placed

with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

SECTION 10 – ADDING FUTURE MEMBERS

Governmental entities operating public safety departments that are located in Utah or Juab Counties may join the Agency by following the procedures in this section without the necessity of amending this Agreement. Future members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the entity has adopted a resolution accepting the interlocal agreement, as it may have been amended at the time of admittance of the future member, executed the appropriate interlocal agreement, and paid the required membership fee.. Newly admitted members to the Agency will be assessed a membership fee equal to the pro-rata portion of the value of assets owned by the Agency at the time of admittance. The membership fee shall be determined by taking the value of the Agency assets and dividing that number by the proportion of each Member=s contribution to the total Agency budget for the previous fiscal year, along with what the New Member’s contribution would have been. Newly admitted members shall have equal footing with all Members upon being added as Members.

SECTION 11 – WITHDRAWAL

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency’s existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal. One year’s notice of intent to withdraw must be given prior to the end of a fiscal year.

SECTION 12 – TERMINATION

- A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.
- B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.
- C. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be

chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

SECTION 13 – MISCELLANEOUS

- A. This Agreement is governed by the laws of the State of Utah.
- B. The Members and any Non-Member Contracting Entity shall not be deemed to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.
- C. Should any part, term, or provision of this Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.
- D. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.
- E. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.
- F. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.
- G. This Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified public entities may be added according to the procedure set forth herein.
- H. This Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

SECTION 14 – NOTICE TO THE LIEUTENANT GOVERNOR

The governing body of each Party to this Agreement shall: (i) within 30 days after the date of the Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and submit to the recorders of Utah County and Juab County mylar plats showing the new boundaries of the Agency..

SECTION 15 – FILING OF THIS AGREEMENT

This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

NEPHI CITY

Authorized by Resolution No. _____, adopted on _____, 2020

NEPHI CITY by:

GLADE NIELSON, Mayor

Attest:

Lisa E. Brough, City Recorder

Approved as to form and compliance
with applicable law:

KASEY WRIGHT, City Attorney

JUAB COUNTY

Authorized by Resolution No. _____, adopted on _____, 2020

JUAB COUNTY by:

Clinton Painter,
County Commission Chair

Attest:

Alaina Lofgran, County Clerk

Approved as to form and compliance
with applicable law:

AnnMarie Howard, Deputy County Attorney

SPANISH FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2020

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

Approved as to form and compliance
with applicable law:

S. JUNIOR BAKER, City Attorney

PAYSON CITY

Authorized by Resolution No. _____, adopted on _____, 2020

PAYSON CITY by:

BILL WRIGHT, Mayor

Attest:

Sara Hubbs, City Recorder

Approved as to form and compliance
with applicable law:

Mark Sorenson, City Attorney

SALEM CITY

Authorized by Resolution No. _____, adopted on _____, 2020

SALEM CITY by:

KURT L. CHRISTENSEN, Mayor

Attest:

Jeffrey D. Nielson, City Recorder

Approved as to form and compliance
with applicable law:

S. Junior Baker, City Attorney

UTAH COUNTY

Authorized by Resolution No. _____, adopted on _____, 2020

UTAH COUNTY by:

NATHAN IVIE,
County Commission Chair

Attest:

Bryan Thompson, County Clerk

Approved as to form and compliance
with applicable law:

JEFFREY R. BUHMAN
By Deputy

SANTAQUIN CITY

Authorized by Resolution No. _____, adopted on _____, 2020

SANTAQUIN CITY by:

KIRK HUNSAKER, Mayor

Attest:

Susan Farnsworth, City Recorder

Approved as to form and compliance
with applicable law:

Brett Rich, City Attorney

GENOLA TOWN

Authorized by Resolution No. _____, adopted on _____, 2020

GENOLA TOWN by:

MARTY LARSON, Mayor

Attest:

Lucinda Daley, Town Clerk

Approved as to form and compliance
with applicable law:

, City Attorney

AMERICAN FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2020

AMERICAN FORK CITY by:

BRAD FROST, Mayor

Attest:

TERILYN LURKER, City Recorder

Approved as to form and compliance
with applicable law:

TIM MERRILL, City Attorney

ALPINE CITY

Authorized by Resolution No. _____, adopted on _____, 2020

ALPINE CITY by:

TROY STOUT, Mayor

Attest:

CHARMAYNE WARNOCK, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

LEHI CITY

Authorized by Resolution No. _____, adopted on _____, 2020

LEHI CITY by:

MARK JOHNSON, Mayor

Attest:

MARILYN BANASKY, City Recorder

Approved as to form and compliance
with applicable law:

RYAN WOOD, City Attorney

CITY OF SARATOGA SPRINGS

Authorized by Resolution No. _____, adopted on _____, 2020

CITY OF SARATOGA SPRINGS by:

JIM MILLER, Mayor

Attest:

CINDY LoPICCOLO, City Recorder

Approved as to form and compliance
with applicable law:

KEVIN THURMAN, City Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, adopted on _____, 2020

CITY OF CEDAR HILLS by:

JENNEY REES, Mayor

Attest:

COLLEEN MULVEY, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

EAGLE MOUNTAIN CITY

Authorized by Resolution No. _____, adopted on _____, 2020

EAGLE MOUNTAIN CITY by:

TOM WESTMORELAND, Mayor

Attest:

FIONNUALA KOFOED, City Recorder

Approved as to form and compliance
with applicable law:

JEREMY COOK, City Attorney

ELK RIDGE CITY

Authorized by Resolution No. _____, adopted on _____, 201_

ELK RIDGE CITY by:

TY ELLIS, Mayor

Attest:

ROYCE SWENSEN, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

CITY OF WOODLAND HILLS

Authorized by Resolution No. _____, adopted on _____, 2020

CITY OF WOODLAND HILLS by:

WENDY PRAY Mayor

Attest:

JODY STONES, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

HIGHLAND CITY

Authorized by Resolution No. _____, adopted on _____, 2020

HIGHLAND CITY by:

ROD MANN, Mayor

Attest:

Stephanie Cottle, City Recorder

Approved as to form and compliance
with applicable law:

Rob Patterson, City Attorney

CEDAR FORT TOWN

Authorized by Resolution No. _____, adopted on _____, 2020

CEDAR FORT TOWN by:

DAVID GUSTIN, Mayor

Attest:

CARA LYON, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

FAIRFIELD TOWN

Authorized by Resolution No. _____, adopted on _____, 2020

FAIRFIELD TOWN by:

MICHAEL J. BURCH, Mayor

Attest:

CHYANNE SOFFEL, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

TOWN OF GOSHEN

Authorized by Resolution No. _____, adopted on _____, 2020

TOWN OF GOSHEN by:

FRED JENSEN , Mayor

Attest:

RACHEL PENA, Town Clerk

Approved as to form and compliance
with applicable law:

, City Attorney

VINEYARD TOWN

Authorized by Resolution No. _____, adopted on _____, 2020

VINEYARD TOWN by:

JULIE FULLMER, Mayor

Attest:

PAMELA SPENCER, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

PLEASANT GROVE CITY

Authorized by Resolution No. _____, adopted on _____, 2020

PLEASANT GROVE CITY by:

GUY L. FUGAL, Mayor

Attest:

KATHY T. KRESSER, City Recorder

Approved as to form and compliance
with applicable law:

CHRISTINE PETERSEN, City Attorney



3.1.4.4 Terrorist Activities

The potential for a terrorist act that could affect the residents of Alpine City is a reality that must be considered. Terrorism, at least as it is generally defined in emergency management documents, is a federal issue and Alpine City will be expected to participate as a partner to address the health, safety, and welfare of Alpine City residents. In these instances, instruction will be given to the Mayor and City Administrator from federal sources and an Alpine response strategy will be developed by the City Administrator to have all resources of the city available to local responders.

3.1.4.5 Public Health Emergencies

On a regular basis, potentially catastrophic public health issues are raised in the mainstream media and the possibility of a national pandemic, local epidemic, such as the hantavirus, or a wide array of other health-related matters is real. Planning for these events is well beyond the ability of Alpine City, but if an outbreak were to occur, the City will be expected to provide accurate information in an immediate fashion. In the event of a public health emergency, the City Administrator will determine the appropriate measure of municipal response. The City Administrator may choose to activate the EOC and use all means necessary to inform residents and business owners.

In partnership with local and state public health officials, other federal agencies, medical and public health professional associations, infectious disease experts from academia and clinical practice, and international and public service organizations, Alpine City will incorporate all reasonable strategies to educate its residents and prepare for a measured response in the instance of a public health emergency.

3.1.4.6 Hazardous Materials

Alpine City will rely on the LPPSD Fire/EMS Department to provide first response to a hazmat situation. A potential impact of a hazmat incident may include an evacuation. In an evacuation situation resulting from a hazmat accident, the City Administrator using all data available from the LPPSD Fire/EMS Department and other appropriate agencies will determine the size and scale of the evacuation. The City Administrator may activate the EOC.

3.2 Hazard Assessment

Utah County has conducted an all-hazards assessment of potential vulnerabilities. This assessment will assist Utah County with prioritization and outlines a direction for planning efforts. Utah County recognizes the pre-disaster mitigation plan developed by the Mountainland Association of Governments. This pre-disaster mitigation plan serves to reduce the region's vulnerability to natural hazards. The pre-disaster mitigation plan is intended to promote sound public policy and protect or reduce the vulnerability of the citizens, critical facilities, infrastructure, private property, and the natural environment within the region.

The hazard analysis table below provides information to understand risks and their corresponding likelihood and consequences in Utah and the Wasatch Front.

Budget Report for March 2020

| | | | | |
|---|--|--|--|--|
| Alpine City - General Fund FY 2019/2020 Budget | | | | |
|---|--|--|--|--|

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|---|---------------------|------------------------------|----------------------------|---------------------------------|
| Taxes | | | | |
| Property taxes | \$ 1,773,635 | \$ 1,721,197 | 97% | \$ 1,773,635 |
| Redemption taxes | 145,000 | 151,052 | 104% | 152,000 |
| Sales tax | 1,300,000 | 914,082 | 70% | 1,350,000 |
| Motor vehicle taxes | 110,000 | 79,780 | 73% | 110,000 |
| Franchise fees | 660,000 | 425,683 | 64% | 660,000 |
| Penalties & interest on delinquent | 4,000 | 4,743 | 119% | 5,000 |
| Total Taxes | \$ 3,992,635 | \$ 3,296,537 | 83% | \$ 4,050,635 |
| License and Permits | | | | |
| Business license & fees | \$ 25,000 | \$ 20,300 | 81% | \$ 25,000 |
| Plan check fees | 175,000 | 135,574 | 77% | 175,000 |
| Building permits | 350,000 | 239,456 | 68% | 350,000 |
| Building permit assessment | 2,800 | 2,445 | 87% | 2,800 |
| Total License and Permits | \$ 552,800 | \$ 397,775 | 72% | \$ 552,800 |
| Intergovernmental Revenue | | | | |
| Municipal recreation grant | \$ 5,400 | \$ - | 0% | \$ 5,400 |
| Total Intergovernmental | \$ 5,400 | \$ - | 0% | \$ 5,400 |
| Charges For Service | | | | |
| Zoning & subdivision fees | \$ 20,000 | \$ 31,530 | 158% | \$ 32,000 |
| Annexation applications | 500 | - | 0% | 500 |
| Sale of maps and publications | 250 | 90 | 36% | 250 |
| Public safety district rental | 38,516 | 28,887 | 75% | 38,516 |
| Waste collections sales | 550,000 | 454,556 | 83% | 550,000 |
| Youth council | - | 2,544 | 100% | 3,000 |
| Sale of cemetery lots | 5,000 | 5,910 | 118% | 6,500 |
| Burial fees | 45,000 | 32,650 | 73% | 45,000 |
| Total Charges for Service | \$ 659,266 | \$ 556,167 | 84% | \$ 675,766 |
| Fines and Forfeitures | | | | |
| Fines | \$ 45,000 | \$ 7,830 | 17% | \$ 45,000 |
| Other fines | 32,500 | 38,591 | 119% | 40,000 |
| Traffic school | 5,000 | 3,555 | 71% | 5,000 |
| Total Fines and Forfeitures | \$ 82,500 | \$ 49,976 | 61% | \$ 90,000 |
| Rents & Other Revenues | | | | |
| Recycling | \$ - | \$ - | 0% | \$ - |
| Rents & concessions | 65,000 | 17,706 | 27% | 65,000 |
| Sale of City land | - | - | 0% | - |
| Total Rents & Other Revenues | \$ 65,000 | \$ 17,706 | 27% | \$ 65,000 |

FY 2019/2020 Budget

| Revenues-continued | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|--|---------------------|------------------------------|----------------------------|---------------------------------|
| Interest & Misc Revenues | | | | |
| Interest earnings | \$ 80,000 | \$ 252,210 | 315% | \$ 80,000 |
| Alpine Days revenue | 75,000 | 82,548 | 110% | 82,548 |
| Rodeo revenue | 20,000 | 18,246 | 91% | 20,000 |
| Bicentennial books | 500 | 570 | 114% | 750 |
| Sundry revenues | 30,000 | 56,414 | 188% | 60,000 |
| Total Miscellaneous Revenues | \$ 205,500 | \$ 409,988 | 200% | \$ 243,298 |
| Transfers & Contributions | | | | |
| Fund balance appropriation | \$ 61,050 | \$ - | 0% | \$ 61,050 |
| Contribution from Capital Projects | - | - | - | 0 |
| Contribution for paramedic | 30,000 | 24,072 | 80% | 30,000 |
| Total Contributions & Transfers | \$ 91,050 | \$ 24,072 | 26% | \$ 91,050 |
| Total General Fund Revenues | \$ 5,654,151 | \$ 4,752,221 | 84% | \$ 5,773,949 |

FY 2019/2020 Budget

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|--|---------------------------|---------------------------------------|-------------------------------------|--|
| Administration | \$ 425,150 | \$ 282,491 | 66% | \$ 425,150 |
| Court | 95,200 | 61,529 | 65% | 95,200 |
| Treasurer | 43,250 | 37,366 | 86% | 43,250 |
| Elections | 13,500 | 10,623 | 79% | 13,500 |
| Government Buildings | 98,000 | 33,913 | 35% | 98,000 |
| Emergency Services | 2,408,806 | 1,602,536 | 67% | 2,408,806 |
| Building Inspection | 165,150 | 103,124 | 62% | 165,150 |
| Planning & Zoning | 214,050 | 185,742 | 87% | 214,050 |
| Streets | 605,350 | 339,826 | 56% | 605,350 |
| Parks & Recreation | 445,250 | 389,741 | 88% | 445,250 |
| Cemetery | 154,700 | 106,849 | 69% | 154,700 |
| Garbage | 494,200 | 360,003 | 73% | 494,200 |
| Miscellaneous | 491,545 | 10,600 | 2% | 491,545 |
| Total General Fund Expenditures | \$ 5,654,151 | \$ 3,524,343 | 62% | \$ 5,654,151 |
| Surplus/(Deficit) | \$ - | \$ 1,227,878 | | \$ 119,798 |
| Fund Balance Beginning of Year | | | | \$ 1,096,755 |
| Projected Surplus/(Deficit) | | | | \$ 119,798 |
| Appropriate fund balance\Reserves | | | | \$ (61,050) |
| Ending Fund Balance | | | | \$ 1,155,503 |
| Fund Balance Percentage | | | | |
| General Fund Balance per state law needs to between 5% and 25% (Current projected fund balance) | | | | 20.44% |

FY 2019/2020 Budget

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------|---------------------------|---------------------------------------|-------------------------------------|--|
| Interest earnings | \$ 18,000 | \$ - | 0% | \$ 18,000 |
| Mass transit | - | 83,787 | 100% | 107,000 |
| Class "B&C" Road allotment | 425,000 | 308,484 | 73% | 425,000 |
| Appropriation of fund balance | 227,000 | - | 0% | 227,000 |
| Total Revenues | \$ 670,000 | \$ 392,271 | 59% | \$ 777,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-----------------------------------|---------------------------|---------------------------------------|-------------------------------------|--|
| Miscellaneous | \$ - | - | 0% | \$ - |
| Class "B&C" road projects | 670,000 | 398,462 | 59% | 670,000 |
| Mass Transit projects | - | - | 0% | 107,000 |
| Reserves | - | - | 0% | - |
| Total Capital Expenditures | \$ 670,000 | \$ 398,462 | 59% | \$ 777,000 |
| Surplus/(Deficit) | \$ - | \$ (6,191) | | \$ - |

| | |
|--|---------------------|
| Fund Balance Beginning of Year | \$ 1,109,619 |
| Projected Surplus/(Deficit) | \$ - |
| Appropriate fund balance\Reserves | \$ (227,000) |
| Ending Fund Balance | \$ 882,619 |

**Recreation Impact Fee Funds
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Recreation facility fees | \$ 115,000 | \$ 124,304 | 108% | \$ 135,000 |
| Interest earnings | 15,000 | - | 0% | 15,000 |
| Appropriation of fund balance | 70,000 | - | 0% | 70,000 |
| Total Revenues | \$ 200,000 | \$ 124,304 | 62% | \$ 220,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-----------------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Park system | \$ 200,000 | 160,643 | 80% | \$ 200,000 |
| Miscellaneous | - | - | 0% | - |
| Total Capital Expenditures | \$ 200,000 | \$ 160,643 | 80% | \$ 200,000 |
| Surplus/(Deficit) | \$ - | \$ (36,339) | | \$ 20,000 |

| | |
|--|--------------------|
| Fund Balance Beginning of Year | \$ 763,387 |
| Projected Surplus/(Deficit) | \$ 20,000 |
| Appropriate fund balance\Reserves | \$ (70,000) |
| Ending Fund Balance | \$ 713,387 |

**Impact Fee Funds Streets
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------|---------------------------|---------------------------------------|-------------------------------------|--|
| Streets & transportation fees | \$ 105,000 | \$ 44,375 | 42% | \$ 65,000 |
| Interest earnings | - | - | 0% | - |
| Appropriation of fund balance | - | - | 0% | - |
| Total Revenues | \$ 105,000 | \$ 44,375 | 42% | \$ 65,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% 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) | \$ - | \$ 44,375 | | \$ (40,000) |

| | |
|--|--------------------|
| Fund Balance Beginning of Year | \$ 322,383 |
| Projected Surplus/(Deficit) | \$ (40,000) |
| Appropriate fund balance\Reserves | \$ - |
| Ending Fund Balance | \$ 282,383 |

**Alpine City - Capital Projects Fund
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-----------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Interest revenue | \$ 15,000 | \$ - | 0% | \$ 15,000 |
| Transfer from General Fund | - | - | 0% | - |
| Contributions from builders | - | 30,357 | 100% | 32,000 |
| Miscellaneous | - | 4,089 | 100% | 4,089 |
| Fund Balance appropriation | 389,000 | - | 0% | 389,000 |
| Total Revenues | \$ 404,000 | \$ 34,446 | 9% | \$ 440,089 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-----------------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Capital outlay other | \$ 377,500 | 97,225 | 26% | \$ 377,500 |
| Capital outlay buildings | - | - | 0% | - |
| Contribution to General Fund | - | - | 0% | - |
| Capital outlay equipment | 26,500 | - | 0% | 26,500 |
| Total Capital Expenditures | \$ 404,000 | \$ 97,225 | 24% | \$ 404,000 |
| Surplus/(Deficit) | \$ - | \$ (62,779) | | \$ 36,089 |

| | |
|--|---------------------|
| Fund Balance Beginning of Year | \$ 1,573,174 |
| Projected Surplus/(Deficit) | \$ 36,089 |
| Appropriate fund balance\Reserves | \$ (389,000) |
| Ending Fund Balance | \$ 1,220,263 |

**Alpine City - Water Utility
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------------|---------------------|------------------------------|----------------------------|---------------------------------|
| Operating Revenues | | | | |
| Metered water sales | \$ 725,000 | \$ 562,791 | 78% | \$ 735,000 |
| Other water revenue | 12,500 | 20,380 | 163% | 23,000 |
| Water connection fee | 17,500 | 17,450 | 100% | 18,500 |
| Penalties | 5,500 | 4,832 | 88% | 5,500 |
| Total Miscellaneous Revenues | \$ 760,500 | \$ 605,453 | 80% | \$ 782,000 |
| Miscellaneous | | | | |
| Interest earned | \$ 32,500 | \$ - | 0% | \$ 32,500 |
| Appropriated fund balance | 238,500 | - | 0% | 238,500 |
| Total Utility Revenue | \$ 271,000 | \$ - | 0% | \$ 271,000 |
| Total Utility Fund Revenues | \$ 1,031,500 | \$ 605,453 | 59% | \$ 1,053,000 |

| Expenses | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|------------------------------------|---------------------|------------------------------|----------------------------|---------------------------------|
| Water operating | \$ 416,000 | \$ 309,584 | 74% | 416,000 |
| Depreciation | 255,000 | - | 0% | 255,000 |
| Capital outlay- Buildings | 25,000 | - | 0% | 25,000 |
| Capital outlay- Improvements | 325,000 | 6,950 | 2% | 325,000 |
| Capital outlay- Equipment | 10,500 | 3,125 | 30% | 10,500 |
| Total Utility Fund Expenses | \$ 1,031,500 | \$ 319,659 | 31% | \$ 1,031,500 |
| Surplus/(Deficit) | \$ - | \$ 285,794 | | \$ 21,500 |

| | |
|--|---------------------|
| Cash Balance Beginning of Year | \$ 2,379,937 |
| Surplus/(Deficit) | \$ 21,500 |
| Appropriate fund balance\Reserves | \$ (238,500) |
| Ending Cash Balance | \$ 2,162,937 |

**Impact Fee Funds Water Impact Fees
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------|---------------------------|---------------------------------------|-------------------------------------|--|
| Water Impact Fees | \$ 75,000 | \$ 74,225 | 99% | \$ 100,000 |
| Interest earnings | - | - | 0% | - |
| Appropriation of fund balance | - | - | 0% | - |
| Total Revenues | \$ 75,000 | \$ 74,225 | 99% | \$ 100,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | Target Percent Target | Year End Projected Amount |
|-----------------------------------|---------------------------|---------------------------------------|--------------------------------------|--|
| Impact fee projects | \$ 75,000 | 863 | 1% | \$ 75,000 |
| To reserves | - | - | 0% | - |
| Total Capital Expenditures | \$ 75,000 | \$ 863 | 1% | \$ 75,000 |
| Surplus/(Deficit) | \$ - | \$ 73,362 | | \$ 25,000 |

| | |
|--|-------------------|
| Fund Balance Beginning of Year | \$ 373,677 |
| Projected Surplus/(Deficit) | \$ 25,000 |
| Appropriate fund balance\Reserves | \$ - |
| Ending Fund Balance | \$ 398,677 |

**Alpine City - Sewer Utility
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------------|---------------------|------------------------------|----------------------------|---------------------------------|
| Operating Revenues | | | | |
| Sewer system sales | \$ 1,025,000 | \$ 747,372 | 73% | \$ 1,025,000 |
| Other revenue | 10,000 | - | 0% | 10,000 |
| Sewer connection fee | 5,000 | 4,375 | 88% | 6,000 |
| Total Miscellaneous Revenues | \$ 1,040,000 | \$ 751,747 | 72% | \$ 1,041,000 |
| Miscellaneous | | | | |
| Interest earned | \$ 20,000 | \$ - | 0% | \$ 20,000 |
| Appropriated fund balance | 36,250 | - | 0% | 36,250 |
| Total Utility Revenue | \$ 56,250 | \$ - | 0% | \$ 56,250 |
| Total Utility Fund Revenues | \$ 1,096,250 | \$ 751,747 | 69% | \$ 1,097,250 |

| Expenses | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|------------------------------------|---------------------|------------------------------|----------------------------|---------------------------------|
| Sewer operating | \$ 890,750 | \$ 581,829 | 65% | 890,750 |
| Depreciation | 130,000 | - | 0% | 130,000 |
| Capital outlay- Improvements | 65,000 | 24,795 | 38% | 65,000 |
| Capital outlay- Equipment | 10,500 | 3,125 | 30% | 10,500 |
| Total Utility Fund Expenses | \$ 1,096,250 | \$ 609,749 | 56% | \$ 1,096,250 |
| Surplus/(Deficit) | \$ - | \$ 141,998 | | \$ 1,000 |

| | |
|--|---------------------|
| Cash Balance Beginning of Year | \$ 2,318,089 |
| Surplus/(Deficit) | \$ 1,000.00 |
| Appropriate fund balance/Reserves | \$ (36,250) |
| Ending Cash Balance | \$ 2,282,839 |

**Alpine City - Sewer Impact fee funds
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Sewer Impact Fees | \$ 20,000 | \$ 16,258 | 81% | \$ 23,000 |
| Interest earnings | - | - | 0% | - |
| Appropriation of fund balance | - | - | 0% | - |
| Total Revenues | \$ 20,000 | \$ 16,258 | 81% | \$ 23,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% 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) | \$ - | \$ 16,258 | | \$ 3,000 |

| | |
|--|------------------|
| Fund Balance Beginning of Year | \$ 76,806 |
| Projected Surplus/(Deficit) | \$ 3,000 |
| Appropriate fund balance\Reserves | \$ - |
| Ending Fund Balance | \$ 79,806 |

Alpine City - PI Fund
FY 2019/2020 Budget

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------------|---------------------|------------------------------|----------------------------|---------------------------------|
| Operating Revenues | | | | |
| Irrigation water sales | \$ 900,000 | \$ 717,813 | 80% | 925,000 |
| Other revenue | 1,000 | - | 0% | 1,000 |
| PI connection fee | 15,000 | 36,394 | 243% | 40,000 |
| PI Grant project | 1,420,841 | 10,652 | 1% | 1,420,841 |
| Total Miscellaneous Revenues | \$ 2,336,841 | \$ 764,859 | 33% | \$ 2,386,841 |
| Miscellaneous | | | | |
| Interest earned | \$ 20,000 | \$ 152 | 1% | \$ 20,000 |
| Appropriated fund balance | 374,368 | - | 0% | 374,368 |
| Total Utility Revenue | \$ 394,368 | \$ 152 | 0% | \$ 394,368 |
| Total Utility Fund Revenues | \$ 2,731,209 | \$ 765,011 | 28% | \$ 2,781,209 |

| Expenses | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|------------------------------------|---------------------|------------------------------|----------------------------|---------------------------------|
| PI operating | \$ 1,477,200 | \$ 309,902 | 21% | 1,000,000 |
| Depreciation | 223,704 | - | 0% | 223,704 |
| Capital outlay | 150,000 | 152,400 | 102% | 150,000 |
| Capital outlay- Equipment | 10,500 | 3,125 | 30% | 10,500 |
| Irrigation meter replacement | 400,000 | 325,472 | 81% | 400,000 |
| Bond costs | 4,500 | 4,500 | 100% | 4,500 |
| Debt Service | 465,305 | 422,590 | 91% | 465,305 |
| Total Utility Fund Expenses | \$ 2,731,209 | \$ 1,217,989 | 45% | \$ 2,254,009 |
| Surplus/(Deficit) | \$ - | \$ (452,978) | | \$ 527,200 |

| | |
|--|---------------------|
| Cash Balance Beginning of Year | \$ 1,154,447 |
| Surplus/(Deficit) | \$ 527,200 |
| Appropriate fund balance\Reserves | \$ (374,368) |
| Ending Cash Balance | \$ 1,307,279 |

**Alpine City - Pressure Irrigation Impact fee funds
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| PI Impact Fees | \$ 80,000 | \$ 69,149 | 86% | \$ 90,000 |
| Interest earnings | - | - | 0% | - |
| Interest earnings | - | - | 0% | - |
| Appropriation of fund balance | - | - | 0% | - |
| Total Revenues | \$ 80,000 | \$ 69,149 | 86% | \$ 90,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-----------------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| PI Impact fee projects | \$ 80,000 | - | 0% | \$ 80,000 |
| To reserves | - | - | 0% | - |
| Total Capital Expenditures | \$ 80,000 | \$ - | 0% | \$ 80,000 |
| Surplus/(Deficit) | \$ - | \$ 69,149 | | \$ 10,000 |

Fund Balance Beginning of Year

\$ 166,590

Projected Surplus/(Deficit)

\$ 10,000

Appropriate fund balance\Reserves

\$ -

Ending Fund Balance

\$ 176,590

Alpine City - Storm Drain Fund
FY 2019/2020 Budget

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-------------------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Operating Revenues | | | | |
| Storm drain revenue | \$ 175,000 | \$ 135,353 | 77% | \$ 175,000 |
| Other revenue | 1,000 | - | 0% | 1,000 |
| SWPP fee | 10,000 | 10,200 | 102% | 13,000 |
| Storm drain impact fee | - | - | 0% | - |
| Total Miscellaneous Revenues | \$ 186,000 | \$ 145,553 | 78% | \$ 189,000 |
| Miscellaneous | | | | |
| Interest earned | \$ 8,000 | \$ - | 0% | \$ 8,000 |
| Appropriated fund balance | 105,650 | - | 0% | 105,650 |
| Total Utility Revenue | \$ 113,650 | \$ - | 0% | \$ 113,650 |
| Total Utility Fund Revenues | \$ 299,650 | \$ 145,553 | 49% | \$ 302,650 |

| Expenses | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|------------------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| SD operating | \$ 106,150 | \$ 77,914 | 73% | 106,150 |
| Depreciation | 83,500 | - | 0% | 83,500 |
| Capital outlay | 110,000 | 36,439 | 33% | 110,000 |
| Total Utility Fund Expenses | \$ 299,650 | \$ 114,353 | 38% | \$ 299,650 |
| Surplus/(Deficit) | \$ - | \$ 31,200 | | \$ 3,000 |

| | |
|--|---------------------|
| Cash Balance Beginning of Year | \$ 676,090 |
| Surplus/(Deficit) | \$ 3,000 |
| Appropriate fund balance/Reserves | \$ (105,650) |
| Ending Cash Balance | \$ 573,440 |



**Alpine City - Storm Drain Impact fee funds
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | Target Percent Target | Year End Projected Amount |
|-------------------------------|-------------------|------------------------------|-----------------------------|---------------------------------|
| SD Impact Fees | \$ 55,000 | \$ 36,428 | 66% | \$ 45,000 |
| Interest earnings | - | - | 0% | - |
| Appropriation of fund balance | - | - | 0% | - |
| Total Revenues | \$ 55,000 | \$ 36,428 | 66% | \$ 45,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | Target Percent Target | Year End Projected Amount |
|-----------------------------------|-------------------|------------------------------|-----------------------------|---------------------------------|
| SD Impact fee projects | \$ 55,000 | 31,848 | 58% | \$ 55,000 |
| To reserves | - | - | 0% | - |
| Total Capital Expenditures | \$ 55,000 | \$ 31,848 | 58% | \$ 55,000 |
| Surplus/(Deficit) | \$ - | \$ 4,580 | | \$ (10,000) |

| | |
|--|--------------------|
| Fund Balance Beginning of Year | \$ 122,408 |
| Projected Surplus/(Deficit) | \$ (10,000) |
| Appropriate fund balance\Reserves | \$ - |
| Ending Fund Balance | \$ 112,408 |

**Alpine City - Trust & Agency Fund
FY 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-----------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Interest revenue | \$ 1,000 | \$ - | 0% | \$ 1,000 |
| Total Revenues | \$ 1,000 | \$ - | 0% | \$ 1,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% 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 2019/2020 Budget**

| Revenues | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|-----------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Cemetery lot payments | \$ 15,000 | \$ 17,730 | 118% | \$ 20,000 |
| Upright Monument | 2,500 | 1,200 | 48% | 2,500 |
| Interest revenues | 2,500 | - | 0% | 2,500 |
| Total Revenues | \$ 20,000 | \$ 18,930 | 95% | \$ 25,000 |

| Expenditures | Budget FY 2020 | Actual To Date FY 2020 | 75.0% Percent Target | Year End Projected Amount |
|--------------------------|-------------------|------------------------------|----------------------------|---------------------------------|
| Cemetery expenses | \$ 20,000 | 4,925 | 25% | \$ 20,000 |
| Total Expenses | \$ 20,000 | \$ 4,925 | 25% | \$ 20,000 |
| Surplus/(Deficit) | \$ - | \$ 14,005 | | \$ 5,000 |

| | |
|--|-------------------|
| Fund Balance Beginning of Year | \$ 614,030 |
| Projected Surplus/(Deficit) | \$ 5,000 |
| Appropriate fund balance\Reserves | \$ - |
| Ending Fund Balance | \$ 619,030 |

ALPINE CITY CORPORATION
 COMBINED CASH INVESTMENT
 MARCH 31, 2020

COMBINED CASH ACCOUNTS

| | | |
|---------|--------------------------------|------------------|
| 01-1111 | CASH IN BANK, AMERICAN FORK | 384,942.28 |
| 01-1112 | XPRESS BILL PAY | 2,512.16 |
| 01-1131 | PETTY CASH | 1,000.00 |
| 01-1154 | SAVINGS PTIF #158 | 15,542,278.57 |
| 01-1170 | UTILITY CASH CLEARING | (.36) |
| | TOTAL COMBINED CASH | 15,930,732.65 |
| 01-1190 | CASH - ALLOCATION TO OTHER FUN | (15,930,732.65) |
| | TOTAL GENERAL FUND CASH | <u>.00</u> |

CASH ALLOCATION RECONCILIATION

| | | |
|----|--|------------------|
| 10 | ALLOCATION TO GENERAL FUND | 2,276,161.21 |
| 11 | ALLOCATION TO CLASS C ROADS | 1,103,427.83 |
| 15 | ALLOCATION TO RECREATION IMPACT FEES | 727,048.36 |
| 16 | ALLOCATION TO STREET IMPACT FEES | 366,757.88 |
| 45 | ALLOCATION TO CAPITAL IMPROVEMENTS FUND | 2,727,082.62 |
| 51 | ALLOCATION TO WATER FUND | 2,696,262.49 |
| 52 | ALLOCATION TO SEWER FUND | 2,427,331.52 |
| 55 | ALLOCATION TO PRESSURIZED IRRIGATION FUND | 859,589.33 |
| 56 | ALLOCATION TO STORM DRAIN FUND | 706,684.70 |
| 70 | ALLOCATION TO TRUST AND AGENCY FUND | 470,917.00 |
| 71 | ALLOCATION TO CEMETERY PERPETUAL CARE FUND | 656,639.99 |
| 81 | ALLOCATION TO WATER IMPACT FEES | 457,039.23 |
| 82 | ALLOCATION TO SEWER IMPACT FEES | 93,062.86 |
| 85 | ALLOCATION TO PI IMPACT FEES | 235,738.93 |
| 86 | ALLOCATION TO STORM DRAIN IMPACT FEES | 126,988.70 |
| | TOTAL ALLOCATIONS TO OTHER FUNDS | 15,930,732.65 |
| | ALLOCATION FROM COMBINED CASH FUND - 01-1190 | (15,930,732.65) |
| | ZERO PROOF IF ALLOCATIONS BALANCE | <u>.00</u> |

ALPINE CITY CORPORATION

BALANCE SHEET

MARCH 31, 2020

GENERAL FUND

ASSETS

| | | | |
|---------|--------------------------------|--------------|----------------------------|
| 10-1190 | CASH - ALLOCATION TO OTHER FUN | 2,276,161.21 | |
| 10-1309 | DEFERRED PROPERTY TAXES REC | 1,709,397.68 | |
| 10-1311 | ACCOUNTS RECEIVABLE | 58,646.53 | |
| 10-1561 | PREPAID EXPENSES | 3,030.00 | |
| | | | |
| | TOTAL ASSETS | | <u><u>4,047,235.42</u></u> |

LIABILITIES AND EQUITYLIABILITIES

| | | | |
|---------|------------------------------|--------------|--------------|
| 10-2131 | ACCOUNTS PAYABLE | (1,921.20) | |
| 10-2221 | FICA PAYABLE | 119.54 | |
| 10-2222 | FEDERAL WITHHOLDING PAYABLE | (785.21) | |
| 10-2223 | STATE WITHHOLDING PAYABLE | (5,733.95) | |
| 10-2225 | ULGT PAYABLE | 10,447.43 | |
| 10-2226 | ADDITIONAL EMP INSURANCES | 622.80 | |
| 10-2227 | RETIREMENT PAYABLE EMPLOYEES | 195.88 | |
| 10-2229 | WORKERS COMP PAYABLE | 11,871.98 | |
| 10-2400 | UNEARNED REVENUE | 1,709,397.00 | |
| | | | |
| | TOTAL LIABILITIES | | 1,724,214.27 |

FUND EQUITY

| | | | |
|---------|---------------------------------|--------------|----------------------------|
| | UNAPPROPRIATED FUND BALANCE: | | |
| 10-2980 | BALANCE BEGINNING OF YEAR | 1,095,143.18 | |
| | REVENUE OVER EXPENDITURES - YTD | 1,227,877.97 | |
| | | | |
| | BALANCE - CURRENT DATE | 2,323,021.15 | |
| | | | |
| | TOTAL FUND EQUITY | | <u><u>2,323,021.15</u></u> |
| | | | |
| | TOTAL LIABILITIES AND EQUITY | | <u><u>4,047,235.42</u></u> |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|----------------------------------|---------------------------------|------------|--------------|------------------------|-----------------|
| <u>TAXES</u> | | | | | |
| 10-31-10 | CURRENT YEAR GENERAL PROPERTY | 27,623.23 | 1,721,197.16 | 1,773,635.00 | 52,437.84 97.0 |
| 10-31-20 | REDEMPTION TAXES | 13,488.98 | 151,052.39 | 145,000.00 (6,052.39) | 104.2 |
| 10-31-30 | GENERAL SALES AND USE TAXES | 129,104.58 | 914,081.67 | 1,300,000.00 | 385,918.33 70.3 |
| 10-31-31 | MOTOR VEHICLE TAXES | 9,688.74 | 79,779.54 | 110,000.00 | 30,220.46 72.5 |
| 10-31-40 | FRANCHISE FEES | 59,012.24 | 425,682.80 | 660,000.00 | 234,317.20 64.5 |
| 10-31-90 | PENALTIES & INT. ON DELINQUENT | 3,251.86 | 4,743.03 | 4,000.00 (743.03) | 118.6 |
| | TOTAL TAXES | 242,169.63 | 3,296,536.59 | 3,992,635.00 | 696,098.41 82.6 |
| <u>LICENSES AND PERMITS</u> | | | | | |
| 10-32-10 | BUSINESS LICENSES AND PERMITS | 3,350.00 | 20,300.00 | 25,000.00 | 4,700.00 81.2 |
| 10-32-20 | PLAN CHECK FEES | 15,044.65 | 135,574.38 | 175,000.00 | 39,425.62 77.5 |
| 10-32-21 | BUILDING PERMITS | 27,250.80 | 239,455.80 | 350,000.00 | 110,544.20 68.4 |
| 10-32-22 | BUILDING PERMIT ASSESSMENT | 318.99 | 2,445.26 | 2,800.00 | 354.74 87.3 |
| | TOTAL LICENSES AND PERMITS | 45,964.44 | 397,775.44 | 552,800.00 | 155,024.56 72.0 |
| <u>INTERGOVERNMENTAL REVENUE</u> | | | | | |
| 10-33-42 | MUNICIPAL RECREATION GRANT | .00 | .00 | 5,400.00 | 5,400.00 .0 |
| | TOTAL INTERGOVERNMENTAL REVENUE | .00 | .00 | 5,400.00 | 5,400.00 .0 |
| <u>CHARGES FOR SERVICES</u> | | | | | |
| 10-34-13 | ZONING AND SUBDIVISION FEES | 5,016.00 | 31,530.00 | 20,000.00 (11,530.00) | 157.7 |
| 10-34-14 | ANNEXATIONS APPLICATIONS | .00 | .00 | 500.00 | 500.00 .0 |
| 10-34-15 | SALE OF MAPS AND PUBLICATIONS | .00 | 90.00 | 250.00 | 160.00 36.0 |
| 10-34-22 | PUBLIC SAFETY DISTRICT RENTAL | .00 | 28,887.00 | 38,516.00 | 9,629.00 75.0 |
| 10-34-40 | WASTE COLLECTION SALES | 50,650.45 | 454,556.02 | 550,000.00 | 95,443.98 82.7 |
| 10-34-69 | YOUTH COUNCIL | .00 | 2,544.00 | .00 (2,544.00) | .0 |
| 10-34-81 | SALE OF CEMETERY LOTS | .00 | 5,910.00 | 5,000.00 (910.00) | 118.2 |
| 10-34-83 | BURIAL FEES | 2,200.00 | 32,650.00 | 45,000.00 | 12,350.00 72.6 |
| | TOTAL CHARGES FOR SERVICES | 57,866.45 | 556,167.02 | 659,266.00 | 103,098.98 84.4 |
| <u>FINES AND FORFEITURES</u> | | | | | |
| 10-35-10 | TRAFFIC FINES | .00 | 7,829.78 | 45,000.00 | 37,170.22 17.4 |
| 10-35-15 | OTHER FINES | 4,197.80 | 38,591.49 | 32,500.00 (6,091.49) | 118.7 |
| 10-35-16 | TRAFFIC SCHOOL | .00 | 3,555.00 | 5,000.00 | 1,445.00 71.1 |
| | TOTAL FINES AND FORFEITURES | 4,197.80 | 49,976.27 | 82,500.00 | 32,523.73 60.6 |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|-------------------------------------|---------------|--------------|--------------|---------------|-------|
| <u>RENTS AND OTHER REVENUE</u> | | | | | |
| 10-36-20 RENTS AND CONCESSIONS | 1,700.00 | 17,706.00 | 65,000.00 | 47,294.00 | 27.2 |
| TOTAL RENTS AND OTHER REVENUE | 1,700.00 | 17,706.00 | 65,000.00 | 47,294.00 | 27.2 |
| <u>INTEREST AND MISC REVENUE</u> | | | | | |
| 10-38-10 INTEREST EARNINGS | 21,744.46 | 252,209.61 | 80,000.00 | (172,209.61) | 315.3 |
| 10-38-17 ALPINE DAYS REVENUE | 5,006.00 | 82,548.39 | 75,000.00 | (7,548.39) | 110.1 |
| 10-38-18 RODEO REVENUE | .00 | 18,246.00 | 20,000.00 | 1,754.00 | 91.2 |
| 10-38-50 BICENTENNIAL BOOKS | .00 | 120.00 | 500.00 | 380.00 | 24.0 |
| 10-38-70 DONATIONS | .00 | 450.00 | .00 | (450.00) | .0 |
| 10-38-90 SUNDRY REVENUES | 295.85 | 56,413.99 | 30,000.00 | (26,413.99) | 188.1 |
| TOTAL INTEREST AND MISC REVENUE | 27,046.31 | 409,987.99 | 205,500.00 | (204,487.99) | 199.5 |
| <u>TRANSFERS AND CONTRIBUTIONS</u> | | | | | |
| 10-39-10 FUND BALANCE APPROPRIATION | .00 | .00 | 61,050.00 | 61,050.00 | .0 |
| 10-39-20 CONTRIBUTION FOR PARAMEDIC | 2,686.80 | 24,071.83 | 30,000.00 | 5,928.17 | 80.2 |
| TOTAL TRANSFERS AND CONTRIBUTIONS | 2,686.80 | 24,071.83 | 91,050.00 | 66,978.17 | 26.4 |
| TOTAL FUND REVENUE | 381,631.43 | 4,752,221.14 | 5,654,151.00 | 901,929.86 | 84.1 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|------------------|-------------------|-------------------|-------------------|-------------|
| <u>ADMINISTRATION</u> | | | | | |
| 10-41-11 SALARIES & WAGES | 14,504.22 | 145,726.19 | 215,000.00 | 69,273.81 | 67.8 |
| 10-41-13 EMPLOYEE BENEFITS | 6,689.51 | 64,851.58 | 93,500.00 | 28,648.42 | 69.4 |
| 10-41-14 OVERTIME WAGES | .00 | 734.42 | 1,500.00 | 765.58 | 49.0 |
| 10-41-21 BOOKS, SUBSCRIPTIONS & MEMBERS | 100.00 | 9,217.61 | 18,000.00 | 8,782.39 | 51.2 |
| 10-41-22 PUBLIC NOTICES | 229.45 | 1,948.48 | 4,500.00 | 2,551.52 | 43.3 |
| 10-41-23 TRAVEL | 100.00 | 429.58 | 2,500.00 | 2,070.42 | 17.2 |
| 10-41-24 OFFICE SUPPLIES & POSTAGE | 188.59 | 9,647.87 | 15,000.00 | 5,352.13 | 64.3 |
| 10-41-25 EQUIPMENT - SUPPLIES & MAINTEN | 35.00 | 551.41 | 1,500.00 | 948.59 | 36.8 |
| 10-41-28 TELEPHONE | 432.83 | 3,771.40 | 5,500.00 | 1,728.60 | 68.6 |
| 10-41-30 PROFESSIONAL SERVICES | 5.00 | 25,665.66 | 30,000.00 | 4,334.34 | 85.6 |
| 10-41-33 EDUCATION | .00 | 360.00 | 150.00 | (210.00) | 240.0 |
| 10-41-46 COUNCIL DISCRETIONARY FUND | 504.81 | 7,949.27 | 15,000.00 | 7,050.73 | 53.0 |
| 10-41-47 MAYOR DISCRETIONARY FUND | .00 | 220.00 | 8,000.00 | 7,780.00 | 2.8 |
| 10-41-51 INSURANCE | .00 | 8,689.74 | 10,500.00 | 1,810.26 | 82.8 |
| 10-41-63 OTHER SERVICES | .00 | .00 | 500.00 | 500.00 | .0 |
| 10-41-64 OTHER EXPENSES | .00 | 2,727.95 | 4,000.00 | 1,272.05 | 68.2 |
| TOTAL ADMINISTRATION | 22,789.41 | 282,491.16 | 425,150.00 | 142,658.84 | 66.5 |
| <u>COURT</u> | | | | | |
| 10-42-24 OFFICE EXPENSE & POSTAGE | 2,885.62 | 21,133.16 | 30,000.00 | 8,866.84 | 70.4 |
| 10-42-31 PROFESSIONAL SERVICES | 2,972.21 | 24,859.94 | 40,000.00 | 15,140.06 | 62.2 |
| 10-42-40 WITNESS FEES | .00 | (37.00) | 200.00 | 237.00 | (18.5) |
| 10-42-46 VICTIM REPARATION ASSESSMENT | 1,598.93 | 15,572.68 | 25,000.00 | 9,427.32 | 62.3 |
| TOTAL COURT | 7,456.76 | 61,528.78 | 95,200.00 | 33,671.22 | 64.6 |
| <u>TREASURER</u> | | | | | |
| 10-43-11 SALARIES & WAGES | 1,092.48 | 10,681.76 | 14,300.00 | 3,618.24 | 74.7 |
| 10-43-13 EMPLOYEE BENEFITS | 849.77 | 7,975.31 | 10,500.00 | 2,524.69 | 76.0 |
| 10-43-14 OVERTIME WAGES | .00 | 465.94 | .00 | (465.94) | .0 |
| 10-43-21 BOOKS, SUBSCRIPTIONS & MEMBERS | 99.00 | 867.00 | 500.00 | (367.00) | 173.4 |
| 10-43-23 TRAVEL | .00 | 625.91 | 500.00 | (125.91) | 125.2 |
| 10-43-24 OFFICE SUPPLIES & POSTAGE | .00 | .00 | 750.00 | 750.00 | .0 |
| 10-43-31 PROFESSIONAL & TECHNICAL | 300.00 | 3,700.00 | 5,200.00 | 1,500.00 | 71.2 |
| 10-43-33 EDUCATION | .00 | 150.00 | 500.00 | 350.00 | 30.0 |
| 10-43-34 ACCOUNTING SERVICES/AUDIT | .00 | 12,900.00 | 11,000.00 | (1,900.00) | 117.3 |
| TOTAL TREASURER | 2,341.25 | 37,365.92 | 43,250.00 | 5,884.08 | 86.4 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|-------------------|---------------------|---------------------|-------------------|-------------|
| <u>ELECTIONS</u> | | | | | |
| 10-50-24 OFFICE EXPENSE, SUPPLIES & POS | .00 | 69.08 | 500.00 | 430.92 | 13.8 |
| 10-50-62 MISCELLANEOUS SERVICES | .00 | 10,554.80 | 13,000.00 | 2,445.20 | 81.2 |
| TOTAL ELECTIONS | .00 | 10,623.88 | 13,500.00 | 2,876.12 | 78.7 |
| <u>GOVERNMENT BUILDINGS</u> | | | | | |
| 10-52-26 BUILDING SUPPLIES | 479.13 | 5,638.15 | 4,000.00 | (1,638.15) | 141.0 |
| 10-52-27 UTILITIES | 1,769.47 | 11,149.23 | 20,000.00 | 8,850.77 | 55.8 |
| 10-52-51 INSURANCE | .00 | 8,689.74 | 9,000.00 | 310.26 | 96.6 |
| 10-52-63 OTHER SERVICES | 546.00 | 8,357.76 | 20,000.00 | 11,642.24 | 41.8 |
| 10-52-72 CAPITAL OUTLAY BUILDINGS | .00 | 77.80 | 45,000.00 | 44,922.20 | .2 |
| TOTAL GOVERNMENT BUILDINGS | 2,794.60 | 33,912.68 | 98,000.00 | 64,087.32 | 34.6 |
| <u>EMERGENCY SERVICES</u> | | | | | |
| 10-57-61 POLICE-PROFESSIONAL SERVICE | 99,393.95 | 795,151.60 | 1,197,728.00 | 402,576.40 | 66.4 |
| 10-57-63 FIRE-PROFESSIONAL SERVICE | 94,452.32 | 755,618.56 | 1,133,428.00 | 377,809.44 | 66.7 |
| 10-57-72 ADMINISTRATION | 6,470.79 | 51,766.32 | 77,650.00 | 25,883.68 | 66.7 |
| TOTAL EMERGENCY SERVICES | 200,317.06 | 1,602,536.48 | 2,408,806.00 | 806,269.52 | 66.5 |
| <u>BUILDING INSPECTION</u> | | | | | |
| 10-58-11 SALARIES & WAGES | 2,900.80 | 27,737.08 | 37,850.00 | 10,112.92 | 73.3 |
| 10-58-13 EMPLOYEE BENEFITS | 1,472.51 | 13,635.87 | 20,800.00 | 7,164.13 | 65.6 |
| 10-58-14 OVERTIME WAGES | .00 | 128.25 | 2,000.00 | 1,871.75 | 6.4 |
| 10-58-21 BOOKS, SUBSCRIPTIONS & MEMBERS | .00 | 135.00 | 500.00 | 365.00 | 27.0 |
| 10-58-24 OFFICE SUPPLIES & POSTAGE | 150.00 | 150.00 | 500.00 | 350.00 | 30.0 |
| 10-58-28 TELEPHONE | 45.00 | 427.50 | 1,000.00 | 572.50 | 42.8 |
| 10-58-29 CONTRACT/BUILDING INSPECTOR | 5,639.02 | 50,780.03 | 90,000.00 | 39,219.97 | 56.4 |
| 10-58-51 INSURANCE & SURETY BONDS | .00 | 8,689.74 | 10,000.00 | 1,310.26 | 86.9 |
| 10-58-65 BUILDING PERMIT SURCHARGE | .00 | 1,440.27 | 2,500.00 | 1,059.73 | 57.6 |
| TOTAL BUILDING INSPECTION | 10,207.33 | 103,123.74 | 165,150.00 | 62,026.26 | 62.4 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|------------------|-------------------|-------------------|-------------------|-------------|
| <u>PLANNING & ZONING</u> | | | | | |
| 10-59-11 SALARIES & WAGES | 8,466.41 | 86,259.95 | 115,700.00 | 29,440.05 | 74.6 |
| 10-59-13 EMPLOYEE BENEFITS | 4,643.59 | 43,496.40 | 57,900.00 | 14,403.60 | 75.1 |
| 10-59-14 OVERTIME WAGES | 283.68 | 2,576.41 | 1,000.00 | (1,576.41) | 257.6 |
| 10-59-21 BOOKS, SUBSCRIPTIONS & MEMBERS | .00 | .00 | 2,200.00 | 2,200.00 | .0 |
| 10-59-23 TRAVEL | 129.99 | 331.83 | 1,500.00 | 1,168.17 | 22.1 |
| 10-59-24 OFFICE SUPPLIES & POSTAGE | 65.00 | 843.39 | 3,000.00 | 2,156.61 | 28.1 |
| 10-59-30 PROFESSIONAL SERVICES | 2,124.25 | 52,030.66 | 30,000.00 | (22,030.66) | 173.4 |
| 10-59-31 LEGAL SERVICES FOR SUBDIVIS | .00 | 203.00 | 2,000.00 | 1,797.00 | 10.2 |
| 10-59-34 EDUCATION | .00 | .00 | 750.00 | 750.00 | .0 |
| TOTAL PLANNING & ZONING | 15,712.92 | 185,741.64 | 214,050.00 | 28,308.36 | 86.8 |
| <u>STREETS</u> | | | | | |
| 10-60-11 SALARIES & WAGES | 6,066.65 | 61,625.85 | 88,500.00 | 26,874.15 | 69.6 |
| 10-60-13 EMPLOYEE BENEFITS | 4,133.83 | 42,276.19 | 58,000.00 | 15,723.81 | 72.9 |
| 10-60-14 OVERTIME WAGES | 380.02 | 7,747.37 | 11,000.00 | 3,252.63 | 70.4 |
| 10-60-23 TRAVEL | .00 | 488.65 | 1,000.00 | 511.35 | 48.9 |
| 10-60-24 OFFICE SUPPLIES & POSTAGE | .00 | .00 | 400.00 | 400.00 | .0 |
| 10-60-25 EQUIPMENT-SUPPLIES & MAINTENAN | 1,139.61 | 36,826.95 | 36,000.00 | (826.95) | 102.3 |
| 10-60-26 STREET SUPPLIES AND MAINTENANC | 442.45 | 41,090.49 | 70,000.00 | 28,909.51 | 58.7 |
| 10-60-27 UTILITIES | 6.11 | 42.19 | 500.00 | 457.81 | 8.4 |
| 10-60-28 TELEPHONE | 75.37 | 713.09 | 900.00 | 186.91 | 79.2 |
| 10-60-29 POWER - STREET LIGHTS | 2,575.20 | 27,966.51 | 50,000.00 | 22,033.49 | 55.9 |
| 10-60-51 INSURANCE | .00 | 8,689.74 | 11,950.00 | 3,260.26 | 72.7 |
| 10-60-63 OTHER SERVICES | .00 | 3,860.00 | 12,000.00 | 8,140.00 | 32.2 |
| 10-60-64 OTHER EXPENSES | 221.54 | 27,457.68 | 3,500.00 | (23,957.68) | 784.5 |
| 10-60-70 CLASS C ROAD FUND | .00 | 1,234.88 | .00 | (1,234.88) | .0 |
| 10-60-73 CAPITAL OUTLAY-OTHER THAN BUIL | .00 | 25,532.00 | 200,000.00 | 174,468.00 | 12.8 |
| 10-60-74 CAPITAL OUTLAY - EQUIPMENT | .00 | 54,274.33 | 61,600.00 | 7,325.67 | 88.1 |
| TOTAL STREETS | 15,040.78 | 339,825.92 | 605,350.00 | 265,524.08 | 56.1 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|------------------|-------------------|-------------------|------------------|-------------|
| <u>PARKS & RECREATION</u> | | | | | |
| 10-70-11 SALARIES & WAGES | 3,533.60 | 35,496.16 | 46,500.00 | 11,003.84 | 76.3 |
| 10-70-12 WAGES TEMPORARY EMPLOYEES | .00 | 14,727.78 | 28,500.00 | 13,772.22 | 51.7 |
| 10-70-13 EMPLOYEE BENEFITS | 2,310.83 | 23,355.12 | 30,100.00 | 6,744.88 | 77.6 |
| 10-70-14 OVERTIME WAGES | 13.23 | 1,394.37 | 1,500.00 | 105.63 | 93.0 |
| 10-70-23 TRAVEL | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 10-70-24 OFFICE SUPPLIES & POSTAGE | 45.21 | 1,008.90 | 1,500.00 | 491.10 | 67.3 |
| 10-70-25 EQUIPMENT-SUPPLIES & MAINTENAN | 4,751.88 | 17,594.25 | 25,000.00 | 7,405.75 | 70.4 |
| 10-70-26 BUILDING AND GROUNDS SUPPLIES | 102.31 | 24,282.63 | 26,500.00 | 2,217.37 | 91.6 |
| 10-70-27 UTILITIES | 5,333.44 | 45,052.05 | 19,500.00 | (25,552.05) | 231.0 |
| 10-70-28 TELEPHONE | 75.37 | 679.34 | 1,000.00 | 320.66 | 67.9 |
| 10-70-51 INSURANCE & SURETY BONDS | .00 | 8,808.66 | 1,500.00 | (7,308.66) | 587.2 |
| 10-70-59 DEER POPULATION CONTROL | .00 | .00 | 40,000.00 | 40,000.00 | .0 |
| 10-70-60 RODEO | .00 | 35,694.57 | 25,000.00 | (10,694.57) | 142.8 |
| 10-70-64 OTHER EXPENSES | .00 | 15,584.61 | 19,000.00 | 3,415.39 | 82.0 |
| 10-70-65 ALPINE DAYS | .00 | 136,965.93 | 134,450.00 | (2,515.93) | 101.9 |
| 10-70-67 MOYLE PARK | 88.47 | 2,271.68 | 9,000.00 | 6,728.32 | 25.2 |
| 10-70-68 LIBRARY | 600.00 | 8,897.00 | 11,500.00 | 2,603.00 | 77.4 |
| 10-70-69 YOUTH COUNCIL | .00 | 4,727.60 | 5,500.00 | 772.40 | 86.0 |
| 10-70-70 BOOK MOBILE | .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 | 16,854.34 | 389,740.65 | 445,250.00 | 55,509.35 | 87.5 |
| <u>CEMETERY</u> | | | | | |
| 10-77-11 SALARIES & WAGES | 3,533.60 | 35,496.04 | 46,500.00 | 11,003.96 | 76.3 |
| 10-77-12 WAGES TEMPORARY EMPLOYEE | .00 | 14,727.72 | 28,500.00 | 13,772.28 | 51.7 |
| 10-77-13 EMPLOYEE BENEFITS | 2,310.79 | 23,354.27 | 30,100.00 | 6,745.73 | 77.6 |
| 10-77-14 OVERTIME WAGES | 13.23 | 1,394.33 | 2,000.00 | 605.67 | 69.7 |
| 10-77-23 TRAVEL | .00 | .00 | 500.00 | 500.00 | .0 |
| 10-77-24 OFFICE SUPPLIES & POSTAGE | .00 | .00 | 250.00 | 250.00 | .0 |
| 10-77-25 EQUIPMENT-SUPPLIES & MAINTENAN | 954.08 | 6,062.65 | 12,000.00 | 5,937.35 | 50.5 |
| 10-77-26 BUILDING AND GROUNDS | .00 | 6,398.24 | 12,000.00 | 5,601.76 | 53.3 |
| 10-77-27 CEMETERY PAVING | 446.57 | 4,019.13 | .00 | (4,019.13) | .0 |
| 10-77-28 TELEPHONE | 40.00 | 380.00 | 850.00 | 470.00 | 44.7 |
| 10-77-51 INSURANCE & SURETY BONDS | .00 | 8,689.74 | 10,000.00 | 1,310.26 | 86.9 |
| 10-77-63 OTHER SERVICES | 11.67 | 6,327.12 | 12,000.00 | 5,672.88 | 52.7 |
| TOTAL CEMETERY | 7,309.94 | 106,849.24 | 154,700.00 | 47,850.76 | 69.1 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---------------------------------------|-------------------|---------------------|---------------------|------------------------|-------------|
| <u>GARBAGE</u> | | | | | |
| 10-82-11 SALARIES & WAGES | 3,036.33 | 29,882.08 | 42,500.00 | 12,617.92 | 70.3 |
| 10-82-13 EMPLOYEE BENEFITS | 2,031.01 | 19,129.07 | 26,300.00 | 7,170.93 | 72.7 |
| 10-82-14 OVERTIME WAGES | .00 | 550.15 | .00 | (550.15) | .0 |
| 10-82-24 OFFICE SUPPLIES & POSTAGE | 364.54 | 2,901.60 | 3,600.00 | 698.40 | 80.6 |
| 10-82-28 TELEPHONE | 7.50 | 76.90 | .00 | (76.90) | .0 |
| 10-82-31 PROFESSIONAL & TECHNICAL | 300.00 | 3,700.00 | 4,800.00 | 1,100.00 | 77.1 |
| 10-82-34 TECHNOLOGY UPDATE | 445.80 | 4,324.69 | 5,000.00 | 675.31 | 86.5 |
| 10-82-61 TIPPING FEES | 6,169.25 | 75,389.25 | 110,000.00 | 34,610.75 | 68.5 |
| 10-82-62 WASTE PICKUP CONTRACT | 27,874.31 | 221,947.26 | 300,000.00 | 78,052.74 | 74.0 |
| 10-82-64 OTHER EXPENSES | 139.21 | 2,101.89 | 2,000.00 | (101.89) | 105.1 |
| TOTAL GARBAGE | 40,367.95 | 360,002.89 | 494,200.00 | 134,197.11 | 72.9 |
| <u>MISCELLANEOUS</u> | | | | | |
| 10-99-25 TECHNOLOGY UPGRADE | 1,769.72 | 5,740.25 | 15,000.00 | 9,259.75 | 38.3 |
| 10-99-80 TRANSFER TO CAPITAL IMP FUND | .00 | .00 | 471,545.00 | 471,545.00 | .0 |
| 10-99-82 EMERGENCY PREP | 4,799.94 | 4,859.94 | 5,000.00 | 140.06 | 97.2 |
| TOTAL MISCELLANEOUS | 6,569.66 | 10,600.19 | 491,545.00 | 480,944.81 | 2.2 |
| TOTAL FUND EXPENDITURES | 347,762.00 | 3,524,343.17 | 5,654,151.00 | 2,129,807.83 | 62.3 |
| NET REVENUE OVER EXPENDITURES | 33,869.43 | 1,227,877.97 | .00 | (1,227,877.97) | .0 |

ALPINE CITY CORPORATION

BALANCE SHEET

MARCH 31, 2020

CLASS C ROADS

| <u>ASSETS</u> | | | |
|-------------------------------|---------------------------------|--------------------|---------------------|
| 11-1190 | CASH - ALLOCATION FROM GENERAL | | 1,103,427.83 |
| | TOTAL ASSETS | | <u>1,103,427.83</u> |
| <u>LIABILITIES AND EQUITY</u> | | | |
| <u>FUND EQUITY</u> | | | |
| | UNAPPROPRIATED FUND BALANCE: | | |
| 11-2980 | BALANCE BEGINNING OF YEAR | 1,109,618.59 | |
| | REVENUE OVER EXPENDITURES - YTD | <u>(6,190.76)</u> | |
| | BALANCE - CURRENT DATE | | <u>1,103,427.83</u> |
| | TOTAL FUND EQUITY | | <u>1,103,427.83</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>1,103,427.83</u> |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

CLASS C ROADS

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|----------------------|-----------------------|-----------------------|-----------------------|-----------------|
| 11-33-56 B&C ROAD FUND ALLOTMENT | 72,190.28 | 308,483.96 | 425,000.00 | 116,516.04 | 72.6 |
| 11-33-60 MASS TRANSIT | 11,851.35 | 83,787.48 | .00 | (83,787.48) | .0 |
| TOTAL SOURCE 33 | 84,041.63 | 392,271.44 | 425,000.00 | 32,728.56 | 92.3 |
| <u>INTEREST AND MISC REVENUE</u> | | | | | |
| 11-38-10 INTEREST EARNINGS | .00 | .00 | 18,000.00 | 18,000.00 | .0 |
| TOTAL INTEREST AND MISC REVENUE | .00 | .00 | 18,000.00 | 18,000.00 | .0 |
| <u>TRANSFERS AND CONTRIBUTIONS</u> | | | | | |
| 11-39-10 FUND BALANCE APPROPRIATION | .00 | .00 | 227,000.00 | 227,000.00 | .0 |
| TOTAL TRANSFERS AND CONTRIBUTIONS | .00 | .00 | 227,000.00 | 227,000.00 | .0 |
| TOTAL FUND REVENUE | 84,041.63 | 392,271.44 | 670,000.00 | 277,728.56 | 58.6 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

CLASS C ROADS

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|---------------|-------------|------------|------------|------|
| 11-60-70 CLASS C ROAD FUND | .00 | 398,462.20 | 670,000.00 | 271,537.80 | 59.5 |
| TOTAL DEPARTMENT 60 | .00 | 398,462.20 | 670,000.00 | 271,537.80 | 59.5 |
| TOTAL FUND EXPENDITURES | .00 | 398,462.20 | 670,000.00 | 271,537.80 | 59.5 |
| NET REVENUE OVER EXPENDITURES | 84,041.63 | (6,190.76) | .00 | 6,190.76 | .0 |

ALPINE CITY CORPORATION
 BALANCE SHEET
 MARCH 31, 2020

RECREATION IMPACT FEES

| <u>ASSETS</u> | | | |
|-------------------------------|---------------------------------|---------------------|-------------------|
| 15-1190 | CASH - ALLOCATION FROM GENERAL | | 727,048.36 |
| | TOTAL ASSETS | | <u>727,048.36</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 | 192,301.77 | |
| | REVENUE OVER EXPENDITURES - YTD | <u>(36,339.03)</u> | |
| | BALANCE - CURRENT DATE | | <u>155,962.74</u> |
| | TOTAL FUND EQUITY | | <u>727,048.36</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>727,048.36</u> |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

RECREATION IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|-------------------------------------|---------------|------------|------------|-------------|-------|
| <u>OPERATING REVENUES</u> | | | | | |
| 15-37-31 RECREATION FACILITY FEES | 34,944.00 | 124,303.50 | 115,000.00 | (9,303.50) | 108.1 |
| TOTAL OPERATING REVENUES | 34,944.00 | 124,303.50 | 115,000.00 | (9,303.50) | 108.1 |
| <u>INTEREST AND MISC REVENUE</u> | | | | | |
| 15-38-10 INTEREST EARNINGS | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| TOTAL INTEREST AND MISC REVENUE | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| <u>TRANSFERS AND CONTRIBUTIONS</u> | | | | | |
| 15-39-10 FUND BALANCE APPROPRIATION | .00 | .00 | 70,000.00 | 70,000.00 | .0 |
| TOTAL TRANSFERS AND CONTRIBUTIONS | .00 | .00 | 70,000.00 | 70,000.00 | .0 |
| TOTAL FUND REVENUE | 34,944.00 | 124,303.50 | 200,000.00 | 75,696.50 | 62.2 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

RECREATION IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|---------------|--------------|------------|------------|------|
| <u>EXPENDITURES</u> | | | | | |
| 15-40-31 PARK SYSTEM | .00 | 160,642.53 | 200,000.00 | 39,357.47 | 80.3 |
| TOTAL EXPENDITURES | .00 | 160,642.53 | 200,000.00 | 39,357.47 | 80.3 |
| TOTAL FUND EXPENDITURES | .00 | 160,642.53 | 200,000.00 | 39,357.47 | 80.3 |
| NET REVENUE OVER EXPENDITURES | 34,944.00 | (36,339.03) | .00 | 36,339.03 | .0 |

ALPINE CITY CORPORATION
 BALANCE SHEET
 MARCH 31, 2020

STREET IMPACT FEES

| <u>ASSETS</u> | | | |
|-------------------------------|---------------------------------|------------------|-------------------|
| 16-1190 | CASH - ALLOCATION FROM GENERAL | | 366,757.88 |
| | TOTAL ASSETS | | <u>366,757.88</u> |
| <u>LIABILITIES AND EQUITY</u> | | | |
| <u>FUND EQUITY</u> | | | |
| | UNAPPROPRIATED FUND BALANCE: | | |
| 16-2980 | BALANCE BEGINNING OF YEAR | 322,383.46 | |
| | REVENUE OVER EXPENDITURES - YTD | <u>44,374.42</u> | |
| | BALANCE - CURRENT DATE | | <u>366,757.88</u> |
| | TOTAL FUND EQUITY | | <u>366,757.88</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>366,757.88</u> |

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

STREET IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------|------------|------------|-----------|------|
| <u>OPERATING REVENUES</u> | | | | | |
| 16-37-21 STREETS & TRANSPORTATION FEES | 15,383.16 | 44,374.42 | 105,000.00 | 60,625.58 | 42.3 |
| TOTAL OPERATING REVENUES | 15,383.16 | 44,374.42 | 105,000.00 | 60,625.58 | 42.3 |
| TOTAL FUND REVENUE | 15,383.16 | 44,374.42 | 105,000.00 | 60,625.58 | 42.3 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

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 | 15,383.16 | 44,374.42 | .00 | (44,374.42) | .0 |

ALPINE CITY CORPORATION
BALANCE SHEET
MARCH 31, 2020

CAPITAL IMPROVEMENTS FUND

| <u>ASSETS</u> | | |
|-------------------------------|---------------------------------|--------------|
| 45-1190 | CASH - ALLOCATION TO OTHER FUN | 2,727,082.62 |
| | | 2,727,082.62 |
| | TOTAL ASSETS | 2,727,082.62 |
| <u>LIABILITIES AND EQUITY</u> | | |
| <u>LIABILITIES</u> | | |
| 45-2124 | OTHER BONDS | 68,000.00 |
| 45-2140 | INFRA PROTECTION BONDS | 798,319.09 |
| 45-2147 | OPEN SPACE BOND | 102,000.00 |
| 45-2150 | RESTRICTED FOR ROADS | 122,142.00 |
| 45-2152 | MOYLE PARK DONATIONS | 5,212.00 |
| 45-2155 | DONATION/LAMBERT PARK | 121,014.22 |
| | | 1,216,687.31 |
| | TOTAL LIABILITIES | 1,216,687.31 |
| <u>FUND EQUITY</u> | | |
| UNAPPROPRIATED FUND BALANCE: | | |
| 45-2960 | EQUIPMENT REPLACEMENT | 151,529.36 |
| 45-2980 | BALANCE BEGINNING OF YEAR | 1,421,644.51 |
| | REVENUE OVER EXPENDITURES - YTD | (62,778.56) |
| | | 1,510,395.31 |
| | BALANCE - CURRENT DATE | 1,510,395.31 |
| | TOTAL FUND EQUITY | 1,510,395.31 |
| | TOTAL LIABILITIES AND EQUITY | 2,727,082.62 |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

CAPITAL IMPROVEMENTS FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---------------|------------|------------|--------------|-------|
| <u>INTEREST AND MISC REVENUE</u> | | | | | |
| 45-38-10 INTEREST REVENUE | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 45-38-16 CONTRIBUTION FROM BUILDERS | 12,056.62 | 30,357.08 | .00 | (30,357.08) | .0 |
| 45-38-17 MISCELLANEOUS REVENUE | .00 | 4,089.00 | .00 | (4,089.00) | .0 |
| TOTAL INTEREST AND MISC REVENUE | 12,056.62 | 34,446.08 | 15,000.00 | (19,446.08) | 229.6 |
| <u>TRANSFERS AND CONTRIBUTIONS</u> | | | | | |
| 45-39-11 CAPITOL IMPROVEMENTS FUND SURP | .00 | .00 | 389,000.00 | 389,000.00 | .0 |
| TOTAL TRANSFERS AND CONTRIBUTIONS | .00 | .00 | 389,000.00 | 389,000.00 | .0 |
| TOTAL FUND REVENUE | 12,056.62 | 34,446.08 | 404,000.00 | 369,553.92 | 8.5 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

CAPITAL IMPROVEMENTS FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------------|---------------|--------------|------------|------------|------|
| <u>EXPENDITURES</u> | | | | | |
| 45-40-72 CAPITAL OUTLAY - OTHER | .00 | 97,224.64 | 377,500.00 | 280,275.36 | 25.8 |
| 45-40-74 CAPITAL OUTLAY - EQUIPMENT | .00 | .00 | 26,500.00 | 26,500.00 | .0 |
| TOTAL EXPENDITURES | .00 | 97,224.64 | 404,000.00 | 306,775.36 | 24.1 |
| TOTAL FUND EXPENDITURES | .00 | 97,224.64 | 404,000.00 | 306,775.36 | 24.1 |
| NET REVENUE OVER EXPENDITURES | 12,056.62 | (62,778.56) | .00 | 62,778.56 | .0 |

ALPINE CITY CORPORATION

BALANCE SHEET

MARCH 31, 2020

WATER FUND

ASSETS

| | | | |
|---------|--------------------------------|-----------------|----------------------|
| 51-1190 | CASH - ALLOCATION FROM GENERAL | 2,696,262.49 | |
| 51-1311 | WATER ACCOUNTS RECEIVABLE | 51,171.33 | |
| 51-1314 | ALLOWANCE FOR DOUBTFUL ACCOUNT | (1,758.43) | |
| 51-1598 | INVESTMENT IN WATER STOCK | 73,400.00 | |
| 51-1610 | DEFERRED OUTFLOWS-PENSIONS | 49,974.00 | |
| 51-1611 | LAND | 219,000.00 | |
| 51-1621 | BUILDING | 169,102.63 | |
| 51-1622 | ALLOWANCE FOR DEPRECIATION-BUI | (123,982.93) | |
| 51-1631 | IMPROVEMENTS OTHER THAN BUILDI | 13,952,834.79 | |
| 51-1632 | ALLOWANCE FOR DEPRECIATION-IMP | (5,095,536.10) | |
| 51-1651 | MACHINERY AND EQUIPMENT | 1,158,241.43 | |
| 51-1652 | ALLOWANCE FOR DEPR'N-MACH & EQ | (344,464.70) | |
| | TOTAL ASSETS | | <u>12,804,244.51</u> |

LIABILITIES AND EQUITYLIABILITIES

| | | | |
|---------|-----------------------------|-----------|------------|
| 51-2151 | UTILITY DEPOSIT | 36,300.00 | |
| 51-2171 | PROFESS & TECH SERVICES TBP | 13,346.82 | |
| 51-2181 | PRV VALVE COUNTY | 50,000.00 | |
| 51-2230 | ST COMPENSATED ABSENCES | 2,181.32 | |
| 51-2290 | NET PENSION LIABILITY | 95,364.00 | |
| 51-2410 | DEFERRED INFLOWS-PENSIONS | 6,346.00 | |
| 51-2530 | LT COMPENSATED ABSENCES | 205.00 | |
| | TOTAL LIABILITIES | | 203,743.14 |

FUND EQUITY

| | | | |
|------------------------------|---------------------------------|---------------|----------------------|
| UNAPPROPRIATED FUND BALANCE: | | | |
| 51-2980 | BEGINNING OF YEAR | 12,314,707.02 | |
| | REVENUE OVER EXPENDITURES - YTD | 285,794.35 | |
| | BALANCE - CURRENT DATE | 12,600,501.37 | |
| | TOTAL FUND EQUITY | | <u>12,600,501.37</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>12,804,244.51</u> |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------|------------|--------------|-------------|-------|
| <u>OPERATING REVENUES</u> | | | | | |
| 51-37-11 METERED WATER SALES | 57,061.06 | 562,791.56 | 725,000.00 | 162,208.44 | 77.6 |
| 51-37-12 OTHER WATER REVENUE | 2,852.94 | 20,379.98 | 12,500.00 | (7,879.98) | 163.0 |
| 51-37-16 WATER CONNECTION FEE | 1,380.00 | 17,450.00 | 17,500.00 | 50.00 | 99.7 |
| 51-37-17 PENALTIES | (25.64) | 4,832.08 | 5,500.00 | 667.92 | 87.9 |
| | | | | | |
| TOTAL OPERATING REVENUES | 61,268.36 | 605,453.62 | 760,500.00 | 155,046.38 | 79.6 |
| <u>INTEREST AND MISC REVENUE</u> | | | | | |
| 51-38-10 INTEREST EARNINGS | .00 | .00 | 32,500.00 | 32,500.00 | .0 |
| | | | | | |
| TOTAL INTEREST AND MISC REVENUE | .00 | .00 | 32,500.00 | 32,500.00 | .0 |
| <u>TRANSFERS AND CONTRIBUTIONS</u> | | | | | |
| 51-39-11 UNAPPROPRIATED FUND EQUITY | .00 | .00 | 238,500.00 | 238,500.00 | .0 |
| | | | | | |
| TOTAL TRANSFERS AND CONTRIBUTIONS | .00 | .00 | 238,500.00 | 238,500.00 | .0 |
| | | | | | |
| TOTAL FUND REVENUE | 61,268.36 | 605,453.62 | 1,031,500.00 | 426,046.38 | 58.7 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|------------------|-------------------|---------------------|----------------------|-------------|
| <u>WATER EXPENDITURES</u> | | | | | |
| 51-80-11 SALARIES & WAGES | 9,189.31 | 93,282.00 | 132,000.00 | 38,718.00 | 70.7 |
| 51-80-13 EMPLOYEE BENEFITS | 6,150.37 | 61,514.87 | 82,700.00 | 21,185.13 | 74.4 |
| 51-80-14 OVERTIME WAGES | 380.02 | 8,212.18 | 11,000.00 | 2,787.82 | 74.7 |
| 51-80-21 BOOKS, SUBSCRIPTIONS & MEMBERS | 100.00 | 376.66 | 2,500.00 | 2,123.34 | 15.1 |
| 51-80-23 TRAVEL | 1,222.43 | 2,366.85 | 3,000.00 | 633.15 | 78.9 |
| 51-80-24 OFFICE SUPPLIES & POS | 423.94 | 12,819.05 | 13,000.00 | 180.95 | 98.6 |
| 51-80-25 EQUIPMENT-SUPPLIES & MAINTENAN | 458.80 | 9,937.07 | 21,000.00 | 11,062.93 | 47.3 |
| 51-80-26 BUILDING AND GROUNDS SUPPLIES | 4,866.01 | 25,463.40 | 35,000.00 | 9,536.60 | 72.8 |
| 51-80-27 UTILITIES | 1,432.88 | 17,780.42 | 25,000.00 | 7,219.58 | 71.1 |
| 51-80-28 TELEPHONE | 166.19 | 1,489.55 | 2,000.00 | 510.45 | 74.5 |
| 51-80-31 PROFESSIONAL & TECHNICAL SERVI | 4,476.38 | 18,972.34 | 18,900.00 | (72.34) | 100.4 |
| 51-80-33 EDUCATION | .00 | 90.00 | 1,000.00 | 910.00 | 9.0 |
| 51-80-34 TECHNOLOGY UPDATE | 1,637.33 | 5,771.62 | 10,000.00 | 4,228.38 | 57.7 |
| 51-80-35 DEPRECIATION EXPENSE | .00 | .00 | 255,000.00 | 255,000.00 | .0 |
| 51-80-51 INSURANCE AND SURETY BONDS | .00 | 8,689.74 | 10,900.00 | 2,210.26 | 79.7 |
| 51-80-62 MISCELLANEOUS SERVICES | 2,586.02 | 20,548.56 | 33,000.00 | 12,451.44 | 62.3 |
| 51-80-63 OTHER EXPENSES | 856.82 | 22,269.96 | 15,000.00 | (7,269.96) | 148.5 |
| 51-80-72 CAPITAL OUTLAY - BUILDINGS | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 51-80-73 CAPITOL OUTLAY - IMPROVEMENTS | .00 | 6,950.00 | 325,000.00 | 318,050.00 | 2.1 |
| 51-80-74 CAPITAL OUTLAY - EQUIPMENT | .00 | 3,125.00 | 10,500.00 | 7,375.00 | 29.8 |
| TOTAL WATER EXPENDITURES | 33,946.50 | 319,659.27 | 1,031,500.00 | 711,840.73 | 31.0 |
| TOTAL FUND EXPENDITURES | 33,946.50 | 319,659.27 | 1,031,500.00 | 711,840.73 | 31.0 |
| NET REVENUE OVER EXPENDITURES | 27,321.86 | 285,794.35 | .00 | (285,794.35) | .0 |

ALPINE CITY CORPORATION

BALANCE SHEET

MARCH 31, 2020

SEWER FUND

ASSETS

| | | | |
|---------|--------------------------------|-----------------|--------------|
| 52-1190 | CASH - ALLOCATION TO OTHER FUN | 2,427,331.52 | |
| 52-1312 | SEWER ACCOUNTS RECEIVABLE | 90,425.99 | |
| 52-1314 | ALLOWANCE FOR DOUBTFUL ACCOUNT | (2,500.00) | |
| 52-1610 | DEFERRED OUTFLOWS-PENSIONS | 46,116.00 | |
| 52-1611 | LAND | 21,072.00 | |
| 52-1621 | BUILDING | 45,971.00 | |
| 52-1622 | ALLOWANCE FOR DEPRECIATION-BUI | (38,066.22) | |
| 52-1631 | IMPROVEMENTS OTHER THAN BUILDI | 7,581,524.12 | |
| 52-1632 | ALLOWANCE FOR DEPRECIATION-IMP | (2,796,461.80) | |
| 52-1651 | MACHINERY AND EQUIPMENT | 276,090.93 | |
| 52-1652 | ALLOWANCE FOR DEPR'N-MACH & EQ | (186,272.83) | |
| | TOTAL ASSETS | | 7,465,230.71 |

LIABILITIES AND EQUITYLIABILITIES

| | | | |
|---------|---------------------------|-----------|------------|
| 52-2230 | ST COMPENSATED ABSENCES | 22,929.00 | |
| 52-2290 | NET PENSION LIABILITY | 88,002.00 | |
| 52-2300 | TSSD CLEARING ACCOUNT | 6,832.00 | |
| 52-2410 | DEFERRED INFLOWS-PENSIONS | 5,856.00 | |
| 52-2530 | LT COMPENSATED ABSENCES | 2,097.00 | |
| | TOTAL LIABILITIES | | 125,716.00 |

FUND EQUITY

| | | | |
|------------------------------|---------------------------------|--------------|--------------|
| UNAPPROPRIATED FUND BALANCE: | | | |
| 52-2980 | BALANCE BEGINNING OF YEAR | 7,197,516.52 | |
| | REVENUE OVER EXPENDITURES - YTD | 141,998.19 | |
| | BALANCE - CURRENT DATE | 7,339,514.71 | |
| | TOTAL FUND EQUITY | | 7,339,514.71 |
| | TOTAL LIABILITIES AND EQUITY | | 7,465,230.71 |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

SEWER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|-------------------------------------|---------------|------------|--------------|------------|------|
| <u>OPERATING REVENUES</u> | | | | | |
| 52-37-11 SEWER SYSTEM USAGE SALES | 81,801.35 | 747,372.43 | 1,025,000.00 | 277,627.57 | 72.9 |
| 52-37-12 OTHER REVENUE | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 52-37-16 SEWER CONNECTION FEE | 375.00 | 4,375.00 | 5,000.00 | 625.00 | 87.5 |
| TOTAL OPERATING REVENUES | 82,176.35 | 751,747.43 | 1,040,000.00 | 288,252.57 | 72.3 |
| <u>INTEREST AND MISC REVENUE</u> | | | | | |
| 52-38-10 INTEREST EARNINGS | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| TOTAL INTEREST AND MISC REVENUE | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| <u>TRANSFERS AND CONTRIBUTIONS</u> | | | | | |
| 52-39-11 UNAPPROPRIATED FUND EQUITY | .00 | .00 | 36,250.00 | 36,250.00 | .0 |
| TOTAL TRANSFERS AND CONTRIBUTIONS | .00 | .00 | 36,250.00 | 36,250.00 | .0 |
| TOTAL FUND REVENUE | 82,176.35 | 751,747.43 | 1,096,250.00 | 344,502.57 | 68.6 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

SEWER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---------------|------------|--------------|---------------|-------|
| <u>SEWER EXPENDITURES</u> | | | | | |
| 52-81-11 SALARIES & WAGES | 9,189.31 | 93,282.00 | 132,000.00 | 38,718.00 | 70.7 |
| 52-81-13 EMPLOYEE BENEFITS | 6,152.48 | 61,534.63 | 82,750.00 | 21,215.37 | 74.4 |
| 52-81-14 OVERTIME WAGES | 380.02 | 8,212.18 | 10,500.00 | 2,287.82 | 78.2 |
| 52-81-23 TRAVEL | 1,612.14 | 2,725.51 | 2,500.00 | (225.51) | 109.0 |
| 52-81-24 OFFICE SUPPLIES & POSTAGE | 364.53 | 11,976.85 | 12,000.00 | 23.15 | 99.8 |
| 52-81-25 EQUIPMENT-SUPPLIES & MAINTENAN | .00 | 4,989.18 | 10,000.00 | 5,010.82 | 49.9 |
| 52-81-26 BUILDING AND GROUND SUPPLIES | 356.00 | 7,315.36 | 12,000.00 | 4,684.64 | 61.0 |
| 52-81-27 UTILITIES | 25.19 | 294.32 | 500.00 | 205.68 | 58.9 |
| 52-81-28 TELEPHONE | 126.23 | 1,200.69 | 4,250.00 | 3,049.31 | 28.3 |
| 52-81-31 PROFESSIONAL & TECHNICAL | 300.00 | 3,700.00 | 8,000.00 | 4,300.00 | 46.3 |
| 52-81-34 TECHNOLOGY UPDATE | 1,637.33 | 6,539.09 | 6,000.00 | (539.09) | 109.0 |
| 52-81-35 DEPRECIATION EXPENSE | .00 | .00 | 130,000.00 | 130,000.00 | .0 |
| 52-81-62 TIMPANOGOS SPECIAL SERVICE DIS | 46,854.43 | 369,020.76 | 598,250.00 | 229,229.24 | 61.7 |
| 52-81-64 OTHER EXPENSES | 1,450.88 | 11,038.67 | 12,000.00 | 961.33 | 92.0 |
| 52-81-73 CAPITAL OUTLAY-IMPROVEMENTS | .00 | 24,795.00 | 65,000.00 | 40,205.00 | 38.2 |
| 52-81-74 CAPITAL OUTLAY - EQUIPMENT | .00 | 3,125.00 | 10,500.00 | 7,375.00 | 29.8 |
| | | | | | |
| TOTAL SEWER EXPENDITURES | 68,448.54 | 609,749.24 | 1,096,250.00 | 486,500.76 | 55.6 |
| | | | | | |
| TOTAL FUND EXPENDITURES | 68,448.54 | 609,749.24 | 1,096,250.00 | 486,500.76 | 55.6 |
| | | | | | |
| NET REVENUE OVER EXPENDITURES | 13,727.81 | 141,998.19 | .00 | (141,998.19) | .0 |

ALPINE CITY CORPORATION
BALANCE SHEET
MARCH 31, 2020

PRESSURIZED IRRIGATION FUND

ASSETS

| | | | |
|---------|--------------------------------|-----------------|---------------|
| 55-1190 | CASH - ALLOCATION TO OTHER FUN | 859,589.33 | |
| 55-1284 | CASH - 2010 BOND FUND #418 | 42,722.60 | |
| 55-1311 | ACCOUNTS RECEIVABLE | 86,912.94 | |
| 55-1314 | ALLOWANCE FOR DOUBTFUL ACCOUNT | (2,363.11) | |
| 55-1610 | DEFERRED OUTFLOWS-PENSIONS | 31,791.00 | |
| 55-1631 | PRESSURIZED IRRIGATION SYSTEM | 13,269,617.68 | |
| 55-1632 | ACCUMULATION DEPRECIATION-IMPR | (3,589,914.47) | |
| 55-1651 | MACHINERY AND EQUIPMENT | 316,319.05 | |
| 55-1652 | ALLOWANCE FOR DEPR'N-MACH & EQ | (169,590.60) | |
| 55-1910 | DEFERED AMOUNT ON REFUNDING | 186,355.02 | |
| | | | |
| | TOTAL ASSETS | | 11,031,439.44 |

LIABILITIES AND EQUITY

LIABILITIES

| | | | |
|---------|--------------------------------|--------------|--------------|
| 55-2141 | ACCRUED INTEREST PAYABLE | 23,795.00 | |
| 55-2171 | ESCROW FT CREEK BOOSTER DESIGN | 365.78 | |
| 55-2230 | ST COMPENSATED ABSENCES | 4,945.53 | |
| 55-2290 | NET PENSION LIABILITY | 60,666.00 | |
| 55-2410 | DEFERRED INFLOWS-PENSIONS | 4,037.00 | |
| 55-2511 | CURRENT PORTION OF BONDS | 375,000.00 | |
| 55-2531 | BOND - 2010 WATER REFUNDING | 2,500,000.00 | |
| 55-2540 | LT COMPENSATED ABSENCES | 123.00 | |
| | | | |
| | TOTAL LIABILITIES | | 2,968,932.31 |

FUND EQUITY

| | | | |
|------------------------------|---------------------------------|---------------|---------------|
| UNAPPROPRIATED FUND BALANCE: | | | |
| 55-2980 | BALANCE BEGINNING OF YEAR | 8,515,485.55 | |
| | REVENUE OVER EXPENDITURES - YTD | (452,978.42) | |
| | | | |
| | BALANCE - CURRENT DATE | | 8,062,507.13 |
| | TOTAL FUND EQUITY | | 8,062,507.13 |
| | TOTAL LIABILITIES AND EQUITY | | 11,031,439.44 |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

PRESSURIZED IRRIGATION FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--------------------------------------|---------------|------------|--------------|--------------|-------|
| <u>INTERGOVERNMENTAL REVENUE</u> | | | | | |
| 55-33-20 PI IRRIGATION GRANT PROJECT | .00 | 10,651.98 | 1,420,841.00 | 1,410,189.02 | .8 |
| TOTAL INTERGOVERNMENTAL REVENUE | .00 | 10,651.98 | 1,420,841.00 | 1,410,189.02 | .8 |
| <u>OPERATING REVENUES</u> | | | | | |
| 55-37-11 IRRIGATION WATER SALES | 79,549.10 | 717,812.29 | 900,000.00 | 182,187.71 | 79.8 |
| 55-37-12 OTHER REVENUE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 55-37-16 PRESSURIZED CONNECTION FEE | 3,530.49 | 36,394.42 | 15,000.00 | (21,394.42) | 242.6 |
| TOTAL OPERATING REVENUES | 83,079.59 | 754,206.71 | 916,000.00 | 161,793.29 | 82.3 |
| <u>INTEREST AND MISC REVENUE</u> | | | | | |
| 55-38-10 INTEREST EARNINGS | 7.60 | 151.84 | 20,000.00 | 19,848.16 | .8 |
| TOTAL INTEREST AND MISC REVENUE | 7.60 | 151.84 | 20,000.00 | 19,848.16 | .8 |
| <u>TRANSFERS AND CONTRIBUTIONS</u> | | | | | |
| 55-39-11 UNAPPROPRIATED FUND EQUITY | .00 | .00 | 374,368.00 | 374,368.00 | .0 |
| TOTAL TRANSFERS AND CONTRIBUTIONS | .00 | .00 | 374,368.00 | 374,368.00 | .0 |
| TOTAL FUND REVENUE | 83,087.19 | 765,010.53 | 2,731,209.00 | 1,966,198.47 | 28.0 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

PRESSURIZED IRRIGATION FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---------------|---------------|--------------|--------------|---------|
| <u>EXPENDITURES</u> | | | | | |
| 55-40-11 SALARIES & WAGES, ADMINISTRATI | 7,701.79 | 78,950.14 | 112,500.00 | 33,549.86 | 70.2 |
| 55-40-13 EMPLOYEE BENEFITS | 5,313.67 | 53,723.56 | 72,500.00 | 18,776.44 | 74.1 |
| 55-40-14 OVERTIME WAGES | 379.98 | 8,126.52 | 13,000.00 | 4,873.48 | 62.5 |
| 55-40-23 TRAVEL | .00 | 569.32 | 1,200.00 | 630.68 | 47.4 |
| 55-40-25 EQUIPMENT - SUPPLIES & MAINTEN | 845.12 | 20,910.42 | 58,000.00 | 37,089.58 | 36.1 |
| 55-40-26 BUILDING & GROUNDS SUPPLIES | 9,374.82 | 18,019.65 | 12,000.00 | (6,019.65) | 150.2 |
| 55-40-27 UTILITIES | 864.26 | 71,916.87 | 225,000.00 | 153,083.13 | 32.0 |
| 55-40-28 TELEPHONE | 95.83 | 911.99 | 1,500.00 | 588.01 | 60.8 |
| 55-40-29 OFFICE SUPPLIES & POSTAGE | 2,898.86 | 10,916.31 | 12,000.00 | 1,083.69 | 91.0 |
| 55-40-31 PROFESSIONAL & TECHNICAL SERVI | 150.00 | 3,624.49 | 5,000.00 | 1,375.51 | 72.5 |
| 55-40-32 ENGINEER SERVICES | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 55-40-33 TECHNOLOGY UPDATE | 1,637.33 | 5,771.62 | .00 | (5,771.62) | .0 |
| 55-40-34 ANNUAL AUDIT - UTAH WATER | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 55-40-35 DEPRECIATION EXPENSE | .00 | .00 | 223,704.00 | 223,704.00 | .0 |
| 55-40-51 INSURANCE & SURETY BONDS | .00 | 8,689.74 | 12,000.00 | 3,310.26 | 72.4 |
| 55-40-62 MISCELLANEOUS SERVICES | 2,229.45 | 20,751.13 | 33,000.00 | 12,248.87 | 62.9 |
| 55-40-63 OTHER EXPENSES | 111.21 | 7,020.66 | 1,500.00 | (5,520.66) | 468.0 |
| 55-40-73 CAPITAL OUTLAY | 2,399.75 | 152,399.75 | 150,000.00 | (2,399.75) | 101.6 |
| 55-40-74 CAPITAL OUTLAY - EQUIPMENT | .00 | 3,125.00 | 10,500.00 | 7,375.00 | 29.8 |
| 55-40-75 IRRIGATION METER REPLACEMENT | 589.18 | 325,471.78 | 400,000.00 | 74,528.22 | 81.4 |
| 55-40-79 AGENTS FEES | .00 | 2,500.00 | 2,500.00 | .00 | 100.0 |
| 55-40-80 TRUSTEE FEES | .00 | 2,000.00 | 2,000.00 | .00 | 100.0 |
| 55-40-84 BOND INTEREST #8938222 | .00 | 47,590.00 | .00 | (47,590.00) | .0 |
| 55-40-86 BOND PRINCIPAL #0352418 | .00 | 375,000.00 | 375,000.00 | .00 | 100.0 |
| 55-40-87 BOND INTEREST #0352418 | .00 | .00 | 90,305.00 | 90,305.00 | .0 |
| | | | | | |
| TOTAL EXPENDITURES | 34,591.25 | 1,217,988.95 | 1,831,209.00 | 613,220.05 | 66.5 |
| | | | | | |
| TOTAL FUND EXPENDITURES | 34,591.25 | 1,217,988.95 | 1,831,209.00 | 613,220.05 | 66.5 |
| | | | | | |
| NET REVENUE OVER EXPENDITURES | 48,495.94 | (452,978.42) | 900,000.00 | 1,352,978.42 | (50.3) |

ALPINE CITY CORPORATION

BALANCE SHEET

MARCH 31, 2020

STORM DRAIN FUND

ASSETS

| | | | |
|---------|--------------------------------|-----------------|---------------------|
| 56-1190 | CASH - ALLOCATION TO OTHER FUN | 706,684.70 | |
| 56-1313 | STORM DRAIN ACCTS RECEIVABLE | 16,171.87 | |
| 56-1314 | ALLOWANCE FOR DOUBTFUL ACCOUNT | (2,381.89) | |
| 56-1610 | DEFERRED OUTFLOWS-PENSIONS | 12,411.00 | |
| 56-1611 | LAND | 216,055.23 | |
| 56-1631 | STORM DRAIN IMPROVEMENTS | 5,615,755.64 | |
| 56-1632 | ALLOWANCE FOR DEPRECIATION | (1,329,846.29) | |
| | TOTAL ASSETS | | <u>5,234,850.26</u> |

LIABILITIES AND EQUITYLIABILITIES

| | | | |
|---------|---------------------------|-----------|-----------|
| 56-2230 | ST COMPENSATED ABSENCES | 7,308.00 | |
| 56-2290 | NET PENSION LIABILITY | 23,684.00 | |
| 56-2410 | DEFERRED INFLOWS-PENSIONS | 1,576.00 | |
| 56-2530 | LT COMPENSATED ABSENCES | 687.00 | |
| | TOTAL LIABILITIES | | 33,255.00 |

FUND EQUITY

| | | | |
|------------------------------|---------------------------------|---------------------|---------------------|
| UNAPPROPRIATED FUND BALANCE: | | | |
| 56-2920 | CONTRA IMPACT FEE | 164,127.13 | |
| 56-2980 | BALANCE BEGINNING OF YEAR | 5,006,267.40 | |
| | REVENUE OVER EXPENDITURES - YTD | 31,200.73 | |
| | BALANCE - CURRENT DATE | <u>5,201,595.26</u> | |
| | TOTAL FUND EQUITY | | <u>5,201,595.26</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>5,234,850.26</u> |

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

STORM DRAIN FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|-------------------------------------|---------------|------------|------------|------------|-------|
| <u>OPERATING REVENUES</u> | | | | | |
| 56-37-11 STORM DRAIN REVENUE | 15,102.42 | 135,353.02 | 175,000.00 | 39,646.98 | 77.3 |
| 56-37-12 OTHER REVENUE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 56-37-13 SWPP FEE | 900.00 | 10,200.00 | 10,000.00 | (200.00) | 102.0 |
| TOTAL OPERATING REVENUES | 16,002.42 | 145,553.02 | 186,000.00 | 40,446.98 | 78.3 |
| <u>INTEREST AND MISC REVENUE</u> | | | | | |
| 56-38-10 INTEREST EARNINGS | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| TOTAL INTEREST AND MISC REVENUE | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| <u>SOURCE 39</u> | | | | | |
| 56-39-12 UNAPPROPRIATED FUND EQUITY | .00 | .00 | 105,650.00 | 105,650.00 | .0 |
| TOTAL SOURCE 39 | .00 | .00 | 105,650.00 | 105,650.00 | .0 |
| TOTAL FUND REVENUE | 16,002.42 | 145,553.02 | 299,650.00 | 154,096.98 | 48.6 |

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2020

STORM DRAIN FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|------------------------|-------------------------|-------------------|----------------------------|------------------|
| <u>EXPENDITURES</u> | | | | | |
| 56-40-11 SALARIES & WAGES, ADMINISTRATI | 3,322.53 | 32,209.15 | 43,500.00 | 11,290.85 | 74.0 |
| 56-40-13 EMPLOYEE BENEFITS | 2,232.93 | 20,716.09 | 27,500.00 | 6,783.91 | 75.3 |
| 56-40-20 PLANNING | .00 | .00 | 500.00 | 500.00 | .0 |
| 56-40-21 BOOKS, SUBSCRIPTIONS & MEMBERS | .00 | 200.00 | 2,000.00 | 1,800.00 | 10.0 |
| 56-40-23 TRAVEL | .00 | 495.04 | 650.00 | 154.96 | 76.2 |
| 56-40-24 OFFICE SUPPLIES & POSTAGE | .00 | 491.50 | 2,500.00 | 2,008.50 | 19.7 |
| 56-40-26 BUILDING & GROUND SUPPLIES | 389.61 | 1,342.10 | 4,500.00 | 3,157.90 | 29.8 |
| 56-40-27 STORM DRAIN UTILITIES | 45.27 | 407.43 | .00 | (407.43) | .0 |
| 56-40-34 TECHNOLOGY UPDATE | 1,637.33 | 6,521.61 | 5,000.00 | (1,521.61) | 130.4 |
| 56-40-35 DEPRECIATION EXPENSE | .00 | .00 | 83,500.00 | 83,500.00 | .0 |
| 56-40-51 INSURANCE | .00 | 8,689.70 | 10,000.00 | 1,310.30 | 86.9 |
| 56-40-62 MISCELLANEOUS SERVICES | 80.88 | 6,840.92 | 10,000.00 | 3,159.08 | 68.4 |
| 56-40-73 CAPITAL OUTLAY | .00 | 36,438.75 | 110,000.00 | 73,561.25 | 33.1 |
| TOTAL EXPENDITURES | <u>7,708.55</u> | <u>114,352.29</u> | <u>299,650.00</u> | <u>185,297.71</u> | <u>38.2</u> |
| TOTAL FUND EXPENDITURES | <u>7,708.55</u> | <u>114,352.29</u> | <u>299,650.00</u> | <u>185,297.71</u> | <u>38.2</u> |
| NET REVENUE OVER EXPENDITURES | <u><u>8,293.87</u></u> | <u><u>31,200.73</u></u> | <u><u>.00</u></u> | <u><u>(31,200.73)</u></u> | <u><u>.0</u></u> |

ALPINE CITY CORPORATION
 BALANCE SHEET
 MARCH 31, 2020

TRUST AND AGENCY FUND

ASSETS

| | | | |
|---------|--------------------------------|------------|------------|
| 70-1190 | CASH - ALLOCATION TO OTHER FUN | 470,917.00 | |
| | TOTAL ASSETS | | 470,917.00 |

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 | |
| 70-2461 | CONRAD'S LANDING | 31,009.91 | |
| 70-2462 | MONTELLA SUBDIVISION | 189,271.29 | |
| 70-2500 | RIDGE AT ALPINE COVE NORTH | 26,881.71 | |
| 70-2501 | RIDGE AT ALPINE COVE SOUTH | 42,949.91 | |
| 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 | | 404,418.19 |

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 | |
| 70-2620 | ALPINE WATER TANK HOLE IN WALL | (4,500.00) | |
| 70-2630 | ALPINE WATER TANK BLUE ROCK C | 4,500.00 | |
| | UNAPPROPRIATED FUND BALANCE: | | |
| 70-2980 | BALANCE BEGINNING OF YEAR | 47,815.97 | |
| | BALANCE - CURRENT DATE | 47,815.97 | |
| | TOTAL FUND EQUITY | | 66,498.81 |

ALPINE CITY CORPORATION
BALANCE SHEET
MARCH 31, 2020

TRUST AND AGENCY FUND

TOTAL LIABILITIES AND EQUITY

470,917.00

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

TRUST AND AGENCY FUND

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

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

TRUST AND AGENCY FUND

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

ALPINE CITY CORPORATION
BALANCE SHEET
MARCH 31, 2020

CEMETERY PERPETUAL CARE FUND

| <u>ASSETS</u> | | | |
|-------------------------------|---------------------------------|-------------------|--------------------------|
| 71-1190 | CASH - ALLOCATION TO OTHER FUN | <u>656,639.99</u> | |
| | TOTAL ASSETS | | <u><u>656,639.99</u></u> |
| <u>LIABILITIES AND EQUITY</u> | | | |
| <u>FUND EQUITY</u> | | | |
| UNAPPROPRIATED FUND BALANCE: | | | |
| 71-2980 | BALANCE BEGINNING OF YEAR | 642,634.99 | |
| | REVENUE OVER EXPENDITURES - YTD | <u>14,005.00</u> | |
| | BALANCE - CURRENT DATE | <u>656,639.99</u> | |
| | TOTAL FUND EQUITY | | <u>656,639.99</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u><u>656,639.99</u></u> |

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

CEMETERY PERPETUAL CARE FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|----------------------------------|---------------|------------|-----------|-------------|-------|
| <u>INTERGOVERNMENTAL REVENUE</u> | | | | | |
| 71-33-56 CEMETERY LOT PAYMENTS | .00 | 17,730.00 | 15,000.00 | (2,730.00) | 118.2 |
| 71-33-58 UPRIGHT MONUMENT | 75.00 | 1,200.00 | 2,500.00 | 1,300.00 | 48.0 |
| TOTAL INTERGOVERNMENTAL REVENUE | 75.00 | 18,930.00 | 17,500.00 | (1,430.00) | 108.2 |
| <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 | 75.00 | 18,930.00 | 20,000.00 | 1,070.00 | 94.7 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

CEMETERY PERPETUAL CARE FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|---------------|------------|-----------|--------------|------|
| <u>EXPENDITURES</u> | | | | | |
| 71-40-64 OTHER EXPENSES | .00 | 4,925.00 | 20,000.00 | 15,075.00 | 24.6 |
| TOTAL EXPENDITURES | .00 | 4,925.00 | 20,000.00 | 15,075.00 | 24.6 |
| TOTAL FUND EXPENDITURES | .00 | 4,925.00 | 20,000.00 | 15,075.00 | 24.6 |
| NET REVENUE OVER EXPENDITURES | 75.00 | 14,005.00 | .00 | (14,005.00) | .0 |

ALPINE CITY CORPORATION
 BALANCE SHEET
 MARCH 31, 2020

WATER IMPACT FEES

| <u>ASSETS</u> | | |
|-------------------------------|---------------------------------|-------------------|
| 81-1190 | CASH - ALLOCATION FROM GENERAL | 457,039.23 |
| | TOTAL ASSETS | <u>457,039.23</u> |
| <u>LIABILITIES AND EQUITY</u> | | |
| <u>FUND EQUITY</u> | | |
| | UNAPPROPRIATED FUND BALANCE: | |
| 81-2980 | BALANCE BEGINNING OF YEAR | 373,676.93 |
| | REVENUE OVER EXPENDITURES - YTD | <u>83,362.30</u> |
| | BALANCE - CURRENT DATE | <u>457,039.23</u> |
| | TOTAL FUND EQUITY | <u>457,039.23</u> |
| | TOTAL LIABILITIES AND EQUITY | <u>457,039.23</u> |

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|----------------------------|---------------|------------|-----------|-------------|-------|
| <u>OPERATING REVENUES</u> | | | | | |
| 81-37-20 WATER IMPACT FEES | 8,984.00 | 84,225.00 | 75,000.00 | (9,225.00) | 112.3 |
| TOTAL OPERATING REVENUES | 8,984.00 | 84,225.00 | 75,000.00 | (9,225.00) | 112.3 |
| TOTAL FUND REVENUE | 8,984.00 | 84,225.00 | 75,000.00 | (9,225.00) | 112.3 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|---------------|------------|-----------|--------------|------|
| <u>IMPACT FEE PROJECTS</u> | | | | | |
| 81-80-70 CAPITAL OUTLAY - IMPACT FEE | .00 | 862.70 | 75,000.00 | 74,137.30 | 1.2 |
| TOTAL IMPACT FEE PROJECTS | .00 | 862.70 | 75,000.00 | 74,137.30 | 1.2 |
| TOTAL FUND EXPENDITURES | .00 | 862.70 | 75,000.00 | 74,137.30 | 1.2 |
| NET REVENUE OVER EXPENDITURES | 8,984.00 | 83,362.30 | .00 | (83,362.30) | .0 |

ALPINE CITY CORPORATION
 BALANCE SHEET
 MARCH 31, 2020

SEWER IMPACT FEES

| <u>ASSETS</u> | | | |
|-------------------------------|---------------------------------|------------------|------------------|
| 82-1190 | CASH - ALLOCATION FROM GENERAL | | 93,062.86 |
| | TOTAL ASSETS | | <u>93,062.86</u> |
| <u>LIABILITIES AND EQUITY</u> | | | |
| <u>FUND EQUITY</u> | | | |
| | UNAPPROPRIATED FUND BALANCE: | | |
| 82-2980 | BALANCE BEGINNING OF YEAR | 76,805.08 | |
| | REVENUE OVER EXPENDITURES - YTD | <u>16,257.78</u> | |
| | BALANCE - CURRENT DATE | | <u>93,062.86</u> |
| | TOTAL FUND EQUITY | | <u>93,062.86</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>93,062.86</u> |

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

SEWER IMPACT FEES

| | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEARNED</u> | <u>PCNT</u> |
|----------------------------|----------------------|-------------------|---------------|-----------------|-------------|
| <u>OPERATING REVENUES</u> | | | | | |
| 82-37-20 SEWER IMPACT FEES | 1,477.98 | 16,257.78 | 20,000.00 | 3,742.22 | 81.3 |
| TOTAL OPERATING REVENUES | 1,477.98 | 16,257.78 | 20,000.00 | 3,742.22 | 81.3 |
| TOTAL FUND REVENUE | 1,477.98 | 16,257.78 | 20,000.00 | 3,742.22 | 81.3 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

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 | 1,477.98 | 16,257.78 | .00 | (16,257.78) | .0 |

ALPINE CITY CORPORATION

BALANCE SHEET

MARCH 31, 2020

PI IMPACT FEES

| <u>ASSETS</u> | | | |
|-------------------------------|---------------------------------|------------------|-------------------|
| 85-1190 | CASH - ALLOCATION FROM GENERAL | | 235,738.93 |
| | TOTAL ASSETS | | <u>235,738.93</u> |
| <u>LIABILITIES AND EQUITY</u> | | | |
| <u>FUND EQUITY</u> | | | |
| UNAPPROPRIATED FUND BALANCE: | | | |
| 85-2980 | BALANCE BEGINNING OF YEAR | 166,589.73 | |
| | REVENUE OVER EXPENDITURES - YTD | <u>69,149.20</u> | |
| | BALANCE - CURRENT DATE | | <u>235,738.93</u> |
| | TOTAL FUND EQUITY | | <u>235,738.93</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>235,738.93</u> |

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

PI IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------|---------------|------------|-----------|-----------|------|
| <u>OPERATING REVENUES</u> | | | | | |
| 85-37-20 PI IMPACT FEES | 3,848.52 | 69,149.20 | 80,000.00 | 10,850.80 | 86.4 |
| TOTAL OPERATING REVENUES | 3,848.52 | 69,149.20 | 80,000.00 | 10,850.80 | 86.4 |
| TOTAL FUND REVENUE | 3,848.52 | 69,149.20 | 80,000.00 | 10,850.80 | 86.4 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

PI IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|---------------|------------|-----------|--------------|------|
| <u>IMPACT FEE PROJECTS</u> | | | | | |
| 85-80-70 CAPITAL OUTLAY - IMPACT FEE | .00 | .00 | 80,000.00 | 80,000.00 | .0 |
| TOTAL IMPACT FEE PROJECTS | .00 | .00 | 80,000.00 | 80,000.00 | .0 |
| TOTAL FUND EXPENDITURES | .00 | .00 | 80,000.00 | 80,000.00 | .0 |
| NET REVENUE OVER EXPENDITURES | 3,848.52 | 69,149.20 | .00 | (69,149.20) | .0 |

ALPINE CITY CORPORATION
 BALANCE SHEET
 MARCH 31, 2020

STORM DRAIN IMPACT FEES

| <u>ASSETS</u> | | | |
|-------------------------------|---------------------------------|-----------------|-------------------|
| 86-1190 | CASH - ALLOCATION FROM GENERAL | | 126,988.70 |
| | TOTAL ASSETS | | <u>126,988.70</u> |
| | | | |
| <u>LIABILITIES AND EQUITY</u> | | | |
| | | | |
| <u>FUND EQUITY</u> | | | |
| | | | |
| UNAPPROPRIATED FUND BALANCE: | | | |
| 86-2920 | CONTRA IMPACT FEE | (164,127.13) | |
| 86-2980 | BALANCE BEGINNING OF YEAR | 286,535.53 | |
| | REVENUE OVER EXPENDITURES - YTD | <u>4,580.30</u> | |
| | BALANCE - CURRENT DATE | | 126,988.70 |
| | TOTAL FUND EQUITY | | <u>126,988.70</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>126,988.70</u> |

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

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 | 10,400.00 | 36,428.00 | 55,000.00 | 18,572.00 | 66.2 |
| TOTAL OPERATING REVENUES | 10,400.00 | 36,428.00 | 55,000.00 | 18,572.00 | 66.2 |
| TOTAL FUND REVENUE | 10,400.00 | 36,428.00 | 55,000.00 | 18,572.00 | 66.2 |

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

STORM DRAIN IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|---------------|------------|-----------|-------------|------|
| <u>IMPACT FEE PROJECTS</u> | | | | | |
| 86-80-70 CAPITAL OUTLAY - IMPACT FEE | .00 | 31,847.70 | 55,000.00 | 23,152.30 | 57.9 |
| TOTAL IMPACT FEE PROJECTS | .00 | 31,847.70 | 55,000.00 | 23,152.30 | 57.9 |
| TOTAL FUND EXPENDITURES | .00 | 31,847.70 | 55,000.00 | 23,152.30 | 57.9 |
| NET REVENUE OVER EXPENDITURES | 10,400.00 | 4,580.30 | .00 | (4,580.30) | .0 |

ALPINE CITY CORPORATION
BALANCE SHEET
MARCH 31, 2020

FUND 91

ASSETS

| | | | |
|---------|--------------------------------|------------------|----------------------|
| 91-1611 | LAND | 22,775,041.33 | |
| 91-1621 | BUILDINGS | 1,844,182.97 | |
| 91-1631 | IMPROVEMENTS OTHER THAN BUILDI | 36,946,053.30 | |
| 91-1651 | MACHINERY AND EQUIPMENT | 1,014,311.17 | |
| 91-1690 | ACCUMULATED DEPRECIATION | (21,619,404.86) | |
| | TOTAL ASSETS | | <u>40,960,183.91</u> |

LIABILITIES AND EQUITY

FUND EQUITY

| | | | |
|------------------------------|------------------------------|---------------|----------------------|
| UNAPPROPRIATED FUND BALANCE: | | | |
| 91-2980 | BEGINNING OF YEAR | 38,150,052.63 | |
| 91-2985 | ADDITIONS - CURRENT YEAR | 2,810,131.28 | |
| | BALANCE - CURRENT DATE | | <u>40,960,183.91</u> |
| | TOTAL FUND EQUITY | | <u>40,960,183.91</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>40,960,183.91</u> |

ALPINE CITY CORPORATION
 BALANCE SHEET
 MARCH 31, 2020

GENERAL LONG-TERM DEBT

| <u>ASSETS</u> | | | |
|-------------------------------|--------------------------------|------------|-------------------|
| 95-1610 | DEFERRED OUTFLOW PENSION | 158,775.00 | |
| 95-1611 | AMOUNT TO BE PROVIDED-GEN FUND | 406,671.07 | |
| | TOTAL ASSETS | | <u>565,446.07</u> |
| <u>LIABILITIES AND EQUITY</u> | | | |
| <u>LIABILITIES</u> | | | |
| 95-2090 | SWEEPER LEASE | 144,543.00 | |
| 95-2290 | NET PENSION LIABILITY | 302,985.00 | |
| 95-2410 | DEFERRED INFLOWS PENSION | 20,163.00 | |
| | TOTAL LIABILITIES | | 467,691.00 |
| <u>FUND EQUITY</u> | | | |
| UNAPPROPRIATED FUND BALANCE: | | | |
| 95-2940 | ACC COMP ABSENCES-CURRENT | 89,474.35 | |
| 95-2950 | ACC COMP ABSENCES | 8,280.72 | |
| | BALANCE - CURRENT DATE | 97,755.07 | |
| | TOTAL FUND EQUITY | | <u>97,755.07</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>565,446.07</u> |

ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution No. R2020-04, Authorizing the issuance of water revenue and refunding bonds

FOR CONSIDERATION ON: 14 April 2020

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Review and approve the resolution authorizing the issuance of water revenue and refunding bonds.

BACKGROUND INFORMATION:

As discussed in previous City Council meetings, we are recommending to the City Council that we refinance our existing Series 2010 pressurized irrigation bond (\$2.5M) and add additional money needed for capital projects. Rates are favorable at the present time. Following are projects we anticipate will be funded by the new money with estimated costs:

- CUP Pump Station (50% cost share to Alpine): ~\$600,000
- Filters at Healey Well for CUP Water: ~\$300,000
- 300 North Well Pump: \$73,057.00
- Other Improvements: \$TBD

The first step in the bonding process is for the City Council to pass a parameters resolution. This resolution gives upper limit parameters for the bonds that can be issued by the City, outlines delegation of authority to execute the bonds and schedules a public hearing. The main parameters included in the resolution are as follows:

- Principal Amount: not to exceed \$4,000,000 (incl. up to \$1.5M in new funds)
- Bond Maturity Period: not to exceed 12 years
- Interest Rate: not to exceed 4%

The 2010 Series bond is scheduled to be paid off in 2025. Considering current interest rates and rolling the principal balance of the 2010 Series bond in with new funds for the proposed 2020 Series revenue bond, we anticipate that adding \$1M in new money will extend our bond out two additional years while still maintaining similar payments. We are working to finalize the amount for the added money within the next few weeks. Revenue bonds are guaranteed by net operating revenues generated by the culinary water and pressurized irrigation user fees.

Included in the packet information is the calendar of events for the issuance of the bonds. We are working with Zions Public Finance on this bond, with Brandon Johnson providing bond counsel services.

STAFF RECOMMENDATION:

Proposed Motion: Approve Resolution No. R2020-04 authorizing the issuance of water revenue and refunding bonds.

RESOLUTION NO. R2020-04

A Resolution authorizing the issuance and the sale of not to exceed \$4,000,000 aggregate principal amount of Water Revenue Bonds

WHEREAS, Alpine City (the “City”) considers it necessary and desirable and for the benefit of the City to issue its water revenue and refunding bonds as hereinafter provided for the purpose of (a) financing the cost of acquisition, construction and completion of improvements to the water system of the City (collectively, the “Project”), (b) refunding a portion of the now outstanding water revenue bonds of the City and (c) paying the costs incurred in connection with the issuance and sale of the Bonds pursuant to authority contained in the Local Government Bonding Act, Chapter 14 of Title 11, and the Utah Refunding Bond Act, Chapter 27 of Title 11 (collectively, the “Act”), Utah Code Annotated 1953, as amended (the “Utah Code”), and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Water Revenue and Refunding Bonds in an aggregate principal amount not to exceed \$4,000,000 (the “Bonds”) pursuant to the General Indenture of Trust (the “General Indenture”) and a Supplemental Indenture of Trust (the “Supplemental Indenture” and, together with the General Indenture, the “Indenture”), and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture;

WHEREAS, in the opinion of the City Council, it is in the best interests of the City that the Designated Officer (defined below) (a) be authorized to pursue a private placement sale of the Bonds and (b) select a purchaser for the Bonds (the “Purchaser”);

WHEREAS, in the opinion of the City Council, it is in the best interests of the City that (a) the Designated Officer be authorized to approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and (b) the Mayor is authorized to execute the Purchase Contract (the “Purchase Contract”), a form of which is attached hereto as *Exhibit C*, between the City and the Purchaser, containing such terms and provisions; and

Whereas, Sections 11-14-316 and 11-27-4 of the Utah Code provides for the publication of a Notice of Bonds to be Issued and the City Council of the City (the “City Council”) desires to publish such a Notice of Bonds to be Issued at this time in compliance with said section with respect to said Bonds;

WHEREAS, Section 11-14-318 of the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector after giving notice of such public hearing as provided by law, and the City desires to cause the publication of such a notice; and

Whereas the expenditures relating to the Project (the “*Expenditures*”) (i) have been paid from the City’s Water Fund (the “*Fund*”) within sixty days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Alpine City, Utah, as follows:

Section 1. Issuance of Bonds. (a) For the purposes set forth above, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in the aggregate principal amount not to exceed \$4,000,000. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(b) The form of the Bonds set forth in the Supplemental Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved.

(c) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Revenues (as defined in the Indenture) received by the City and of certain other moneys held under the Indenture on a parity with any other Bonds (as defined in the Indenture) issued from time to time under the General Indenture. The Bonds shall not be obligations of the State or any other political subdivision thereof, other than the City, and neither the faith and credit nor the ad valorem taxing or appropriation power of the State or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Bond Details; Delegation of Authority. (a) The Bonds shall mature in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually each year, and at the rates per annum and commencing on the dates, all as provided in the Purchase Contract.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the principal amount of each series of the Bonds necessary to accomplish the purpose of the Bonds set forth in the recitals hereto and the aggregate principal amount of each series of the Bonds to be executed and delivered pursuant to the Indenture; *provided* that the aggregate principal amount of the Bonds shall not exceed \$4,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the Bonds mature over a period of not to exceed 12 years from their date or dates;

- (iii) the interest rate or rates of the Bonds and the date on which payment of such interest commences, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 4.00% per annum;
- (iv) the sale of the Bonds and the purchase price to be paid by the Purchaser of such Bonds; *provided, however*, that the discount from par of each series of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);
- (v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;
- (vi) the time and redemption price, if any, at which the Bonds may be called for redemption prior to their maturity at the option of the City;
- (vii) the maturity dates, if any, and amounts of the City's Water Revenue Refunding Bonds, Series 2010 to be refunded (the "*Refunded Bonds*") by the Bonds (the Designated Officer may determine that it is not beneficial to the Issuer and the inhabitants of the District to refund any of the Refunded Bonds);
- (viii) the use and deposit of the proceeds of the Bonds;
- (ix) the amount, use and deposit of any funds of the City legally available to provide for the refunding of the Refunded Bonds (including monies held by the City for payment of debt service on the Refunded Bonds); and
- (x) any other provisions deemed advisable by the Designated Officers not materially in conflict with the provisions of this Resolution.

For purposes of this resolution and the Bonds, "*Designated Officer*" means (i) the City Administrator, or (ii) in the event of the absence or incapacity of the City Administrator, the Treasurer, or (iii) in the event of the absence or incapacity of both the City Administrator and the Treasurer, the Mayor.

Following the sale of the Bonds, the Designated Officer shall obtain such information as they deem necessary to make such determinations as provided above and shall make such determinations as provided above and the Mayor shall execute the Purchase Contract containing such terms and provisions of such series of the Bonds, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein.

Section 3. Approval of the General Indenture and Approval and Execution of the Supplemental Indenture. The General Indenture and the Supplemental Indenture, in substantially the forms attached hereto as *Exhibits A* and *B*, respectively, are hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Supplemental Indenture on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to attest such execution and to countersign, and to affix the seal of the City to the Supplemental Indenture, with such changes to the Supplemental Indenture from the

forms attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. The provisions of the General Indenture and the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The General Indenture and the Supplemental Indenture shall constitute a “system of registration” for all purposes of the Registered Public Obligations Act of Utah.

Section 4. Purchase Contract; Other Certificates and Documents Required to Evidence Compliance with Federal Tax and Securities Laws. The Mayor or the Deputy Mayor and the City Recorder or any Deputy City Recorder is hereby authorized and directed to execute the Purchase Contract. The Mayor or the Deputy Mayor of the Issuer is hereby authorized and instructed to make delivery of the Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and to set the proceeds of sale of the Bonds, together with any legally available funds of the Issuer (including monies held by the Issuer for payment of debt service on the Refunded Bonds) in the amount specified in the Purchase Contract and the Supplemental Indenture.

Section 5. Other Certificates and Documents Required to Evidence Compliance with Federal Tax Laws. Each of the Mayor and the City Recorder is hereby authorized and directed to execute such other certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds.

Section 6. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. Without limiting the generality of the foregoing, the officers and employees of the City are authorized and directed to take such action as shall be necessary and appropriate to issue the Bonds.

Section 7. Prior Acts Ratified, Approved and Confirmed. All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 8. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Sections 11-14-316 and 11-27-4 of the Utah Code, the City Recorder shall cause the “Notice of Bonds to be Issued,” in substantially the form attached hereto as *Exhibit D*, to be published one time in *The Daily Herald*, a newspaper of general circulation in the City, and shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of

this Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 9. Public Hearing. (a) In satisfaction of the requirements of Section 11-14-318 of the Utah Code, a public hearing shall be held by the City to receive input from the public with respect to the issuance by the City of the Bonds for the purposes set forth in Section 1 hereof and the potential economic impact of the Project on the private sector.

(b) The City Recorder shall cause the “Notice of Public Hearing,” in substantially the form attached hereto as *Exhibit E*, to be published (a) once each week for two consecutive weeks in *The Daily Herald*, a newspaper of general circulation in the City, with the first publication being at least 14 days prior to the date set for the public hearing and (b) on the Utah Public Notice Website no less than 14 days before the public hearing described in this Section.

Section 10. Reimbursement. For the purpose of satisfying certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with the proceeds of the Bonds to be issued in the maximum principal amount of \$2,000,000.

Section 11. Resolution Irrepealable. Following the execution and delivery of the Supplemental Indenture, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 12. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 13. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(Signature page follows.)

ADOPTED AND APPROVED by the City Council of Alpine City, Utah, this April 14, 2020.

ALPINE CITY, UTAH

Mayor

ATTEST:

City Recorder

EXHIBIT A

[COPY OF GENERAL INDENTURE]

EXHIBIT B

[FORM OF SUPPLEMENTAL INDENTURE]

EXHIBIT C

[FORM OF PURCHASE CONTRACT]

EXHIBIT D

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4 of the Utah Code Annotated 1953, as amended, that the City Council (the “*Council*”) of Alpine City, Utah (the “*City*”), intends to adopt a resolution (the “*Resolution*”) to authorize and approve the issuance of its water revenue bonds in one or more series (collectively, the “*Bonds*”), in an aggregate principal amount of not to exceed Four Million Dollars, to bear interest at a rate or rates of not to exceed four percent per annum, to mature not later than twelve years from their date or dates and to be sold at a discount from par not to exceed two percent. The purchaser or purchasers will not be required to make a good faith deposit in connection with its agreement to purchase the Bonds.

The Bonds are to be issued and sold by the City pursuant to (a) the Resolution, (b) a General Indenture of Trust (the “*General Indenture*”) and (c) a Supplemental Indenture of Trust (the “*Supplemental Indenture*”) and, together with the General Indenture, the “*Indenture*”); *provided* that the principal amount, interest rate or rates, maturity or maturities and discount will not exceed the maximums set forth above.

The Bonds are to be issued for the purpose of (a) financing the costs of the acquisition, construction and completion of improvements to the water system of the City, (b) refunding, if economically desirable in the City’s judgment, all or a portion of the City’s currently outstanding Water Revenue Refunding Bonds, Series 2010 (the “*Refunded Bonds*”), and (c) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the General Indenture and the Supplemental Indentures. The aggregate principal amount of the Bonds, if any, issued for the purpose of refunding the Refunded Bonds may exceed the aggregate principal amount of the Refunded Bonds. The City reserves the right to issue Bonds for the purpose described in clause (a) without issuing the Bonds for the purpose described in clause (b).

The Bonds shall be payable from and secured by the revenues of the City’s water system and certain other funds, as more particularly described in the Indenture.

The City currently has \$2,540,000 bonds currently outstanding that are secured by the Net Revenues. More detailed information relating to the City’s outstanding bonds can be found in the City’s most recent Comprehensive Annual Financial Report that is available on the Office of the Utah State Auditor’s website (www.sao.state.ut.us). The estimated total cost to the City of the proposed Bonds that will be used to finance the costs of the Project, if the Bonds are held until maturity and based on estimated interest rates currently in effect, is \$3,721,532.29.

A copy of the Resolution (including the Indenture) is on file in the office of the City Recorder, located at 20 North Main Street, Alpine, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution (including the Indenture and the Supplemental Indenture of Trust attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause

DATED April 14, 2020.

ALPINE CITY, UTAH

EXHIBIT E

NOTICE OF PUBLIC HEARING — ALPINE CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the “*Council*”) of Alpine City, Utah (the “*City*”), shall hold a public hearing to receive input from the public with respect to the issuance of its Water Revenue Bonds (the “*Bonds*”) to finance all or a portion of the cost of acquiring and constructing certain improvements (the “*Project*”) to the City’s water system (the “*System*”) and the potential economic impact that the Project will have on the private sector, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “*Act*”).

PURPOSE FOR ISSUING BONDS

The City intends to issue the Bonds for the purpose of (1) financing all or a portion of the costs of the acquisition, construction and improvement of the Project, (2) funding any necessary reserves and contingencies in connection with the Bonds, and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The City intends to issue the Bonds that will be used to finance the costs of the Project in an aggregate principal amount not exceeding Two Million Dollars.

WATER REVENUES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds the net revenues from the System (the “*Net Revenues*”).

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold and conduct a public hearing during a public meeting that is to begin at 7:00 p.m. on May 12, 2020. The public hearing will be held at 20 North Main Street in Alpine, Utah. All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the City, to the attention of the City Recorder, 20 North Main Street, Alpine, Utah 84004.

DATED April 16, 2020.

ALPINE CITY, UTAH

| April | | | | | | | May | | | | | | | June | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | 1 | 2 | 3 | 4 | | | | | | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 26 | 27 | 28 | 29 | 30 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | |
| | | | | | | | 31 | | | | | | | | | | | | | |

| Day | Date | Event | Responsibility |
|-----------|----------|---|----------------|
| Wednesday | April 8 | Bond Counsel Distributes Super Parameters Resolution | BC |
| Tuesday | April 14 | Regular City Council meeting to consider adoption of the Super Parameters Resolution. | CC |
| Wednesday | April 15 | Notice of "Intent to Issue Bonds" and "Notice of Public Hearing" is sent to "The Daily Herald" and Utah Public Meeting website. | BC |
| Friday | April 17 | First publication of the "Notice of Bonds to be Issued" and "Notice of Public Hearing" is published in <i>The Daily Herald</i> . | N |
| Friday | April 24 | Second publication of the "Notice of Bonds to be Issued", and "Notice of Public Hearing" published in <i>The Daily Herald</i> . (Begins 30-day contest period). | N |
| Monday | May 11 | Request for Bids are sent out to investment community. | MA |
| Tuesday | May 12 | Public Hearing | All |
| Saturday | May 23 | 30-day contest period ends. | |
| Wednesday | May 27 | Request for Bids are due (11:00am MDT) | P |
| Wednesday | May 27 | Selection of Direct Purchaser | CA, MA |
| Wednesday | June 3 | Closing documents are distributed to the working group. | MA |
| Wednesday | June 10 | Closing: Delivery of funds (Farnsworth Johnson, 10:30am MST) | ALL |

LEGEND

| | | |
|-----|-------------------------|--|
| BC | Bond Counsel..... | Brandon Johnson, Farnsworth Johnson, PLLC |
| CA | City Attorney..... | David Church, Blaisdell, Church & Johnson, LLC |
| CC | City Council..... | Alpine City Council |
| CAD | City Administrator..... | Shane Sorensen |
| CR | City Recorder..... | Charmayne Warnock |
| MA | Municipal Advisor..... | Zions Public Finance |
| N | Official Newspaper..... | <i>The Daily Herald</i> |
| P | Purchaser..... | TBD |

*Preliminary; subject to change

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Amended Lone Peak PSD Interlocal Agreement

FOR CONSIDERATION ON: 14 April 2020

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Review and approve the amended LPPSD Interlocal Agreement.

BACKGROUND INFORMATION:

The Lone Peak Public Safety District Board has been working on amendments to the interlocal that were necessary due to the departure of Cedar Hills from the district. Included is the agreement recommended by the LPPSD board, which includes Alpine City's representatives Mayor Troy Stout and Councilman Jason Thelin. Following are highlight of the changes:

- Board composition: Five member board. Two regular members from each city. Each city will have an appointed alternate. The 5th member of the board will be the chairman. The chairman will be appointed from the alternate members annually by majority vote and shall alternate annually between the cities.
- Voting: All acts of the board must be approved by three votes. The chairman only votes in the case of a tie vote of other board member present or when voting to appoint or dismiss a chief.
- Clarification on where population data comes from.
- Language requiring each city council to approve large increases in budgets that exceed the average property tax revenue increase of both cities budgets of the previous fiscal year, excluding any new revenue increase (i.e. tax increase)

STAFF RECOMMENDATION:

Proposed Motion: Approve the Lone Peak Public Safety District Interlocal Agreement as amended.

**AMENDED 2020
INTERLOCAL AGREEMENT**

This Agreement amending that certain interlocal agreement first entered into January 1996 and amended January 1999 **January 2000, June 2107, and March 2020** under the authority granted Utah municipalities to join together for their mutual interest by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., 1953, as amended. The parties to this Agreement are Alpine City and the City of Highland, hereinafter "City" or "Cities," all municipal corporations of the State of Utah.

RECITALS

WHEREAS, circumstances of geography, population and financing make it desirable for the Cities to join together to provide police, ambulance, fire, and emergency medical services to the populace of their respective jurisdictions; and

WHEREAS, circumstances have arisen whereby it is desirable to replace the original Interlocal Agreement and all subsequent amendments with a new Interlocal Agreement:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

AGREEMENT

1. Creation of District. By authority of section 11-13-203 of the Utah Code Ann., 1953, as amended, there is hereby created a separate legal entity to be known as the "Lone Peak Public Safety District," hereinafter "District." The District shall have all power and authority allowed by law, except as restricted by this Agreement or by subsequent agreements of the Cities hereto, to take all necessary and lawful acts for the purpose of providing police, ambulance, fire, and emergency medical services for the residents of the District. In addition the District shall have the following powers listed for the purpose of identification and not for the purpose of limitation:

- a. The District may own, acquire, construct, operate, maintain, repair, and act as one having rights of ownership of all necessary real and personal property.
- b. The District may borrow money, incur indebtedness, and issue revenue bonds or notes for the purpose for which it was created. Any indebtedness created shall be that solely of the District and not of the Cities to this Agreement unless any City should make specific agreement to guarantee or assume any obligation of the District. Any indebtedness created must be approved by a super majority of the Governing Board to this Agreement.

- c. The District may assign, pledge, or otherwise convey as security for the payment of any bonded indebtedness any revenues and receipts from fees or services or other sources of revenue generated by the District. Such assignment or pledge must be approved by a super majority of the Governing Board.
- d. The District may sell or contract for the sale of its services to private persons or entities or to public agencies, including the federal government.
- e. The District may establish a personnel system based on merit with such exceptions for certain management positions as may be established by the Governing Board.
- f. The District may adopt District policies and procedures governing the operation of the District including, but not limited to, ambulance, police, fire, and emergency medical services, operating policies, governing and management policies, personnel policies, budget policies, and such other policies and procedures that may be required for efficient operation of the District.
- g. The District and its employees shall have all power conferred by law to enforce all statutes, rules, and regulations pertaining to the purposes for which the District is created.
- h. The District may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Governing Board, including legal and accounting services.
- i. The District may sue and be sued in its own name and shall claim such privileges and immunities to which it may be entitled as a political subdivision of the State of Utah from liability as allowed by Title 63G, Chapter 7, of the Utah Code.
- j. The District shall purchase insurance in amounts either required by law or required by the Governing Board to provide protection for its operations including, but not limited to, comprehensive general liability insurance and worker's compensation insurance.
- k. The District may exercise the right of eminent domain but only if approved by a vote of two thirds of the Governing Board.

2. Governing Board. There is hereby created a governing board for the District to be known as the Board of Public Safety Commissioners (hereinafter referred to as the “Board” or “Governing Board”). The Board shall act by majority vote to govern and control operations of the District except as restricted by this agreement. The Board is empowered to adopt bylaws for its own conduct of business and to adopt all necessary policies and procedures for the operation of the District; provided however, all acts of the Board must be approved by a minimum of **THREE VOTES majority vote** of the Board members. ~~except where a vote of two thirds is required by this Agreement.~~

Commented [NC1]: This section has the most substantial changes. These include the composition of the Board and the minimum number of votes needed to pass an item.

The Board shall be made up of five members including the Chairman. All regular members may vote on all matters that may come before the Board. The Chairman votes as a voting member of board on each matter for which there is a tie vote of the other board members present at a board meeting or when the Board is voting on whether to appoint or dismiss a District Chief. Two regular members and one alternate member shall be appointed by Alpine City and Highland City. The Chairman shall be appointed from the alternate members annually by a majority vote of the regular members of the Board and shall alternate annually between the Cities.

Commented [NC2]: Board composition as Directed by the Board.

No employee of the District is eligible to serve as a member of the Governing Board during their term of employment with the District.

The Board members appointed by each of the Cities must be a currently serving elected or appointed officer of the represented city making the appointment. The term of each Board member shall be the shorter of four years from the date of appointment or when the Board member leaves elected or appointed office held with the represented city; unless a change is made by the representative City in accordance with their respective procedures. A Board member may be reappointed to multiple terms as a Board member if otherwise eligible.

Alternate Board members may vote only in the absence of the regular Board member. Unless a regular Board member is absent, an alternate Board member shall have no more right to participate in meetings and deliberations that would a member of the general public. Alternate Board members must also be an elected or appointed officer of the represented city.

Commented [NC3]: Modified to reflect the changes above.

Meetings of the Governing Board shall be called from time to time as the Board determines appropriate and shall comply with the Utah Open and Public Meetings Act.

~~Annually the Board shall elect one of the members of the Board to act as chair. The chair may vote on any matter considered without restriction as would any other Board member.~~

Commented [NC4]: Addressed above.

3. Management Committee. The Management Committee shall consist of the City Administrators of the City of Highland and Alpine City. The Executive Director shall be the City Administrator from Highland City and the Assistant Executive Director shall be City Administrator from Alpine City unless otherwise appointed by the Board.

Commented [NC5]: Staff proposed changes to this section for clarification, allow administrative changes as needed for separation of accounting duties and assistance with human resources in the future.

The Management Committee shall be responsible for budget preparation, administering revenues, and preparing reports. The Management Committee shall meet with the District Chiefs

regularly as needed but no less than bi monthly. The Management Committee shall be responsible for managing the purchasing system, administering the personnel system, and administering the financial system as approved by the Board. The Management Committee responsibilities shall be as follow:

Executive Director Duties:

- To approve expenditures
- To keep the Management Committee informed
- To keep the Governing Board informed
- To perform evaluations of direct reports with the consent of the Management Committee
- To represent the District with outside agencies
- To provide day to day oversight of District department heads and administrative staff
- To develop policy for Management Committee review and Board action
- To insure compliance with Board Policy
- To insure that all personnel actions meet legal and procedural requirements
- To sign payroll and warrants
- To attend Board meetings

Assistant Executive Director

- To act when the Executive Director is absent
- To attend Board meetings
- To attend Management Committee meetings
- To review agendas
- To review personnel actions and evaluations

Finance Director and Administrative Assistant to the Management Committee

- To administer all accounting functions related to District finances
- To manage all administrative clerical functions
- To maintain a record of Board meetings
- To maintain all administrative personnel and compensation records
- To oversee all employee benefits
- To counter sign payroll and warrants

Highland City, through the Highland City Administrator, shall be responsible for all administrative functions of the District including but not limited to: human resource, financial, accounting, recorder, treasurer, and clerical functions including but not limited to: maintaining Board meetings records, maintaining administrative personnel and compensation records, overseeing all employee benefits, counter sign payroll and warrants, etc.

4. District Chiefs. The department heads of the District shall be the District's police and fire chiefs. The District chiefs shall not be merit employees and shall have principal responsibility for the day-to-day operations of the District. District Chiefs shall be considered at will employees as defined in Section 10-3-1105 of Utah State Code as amended. The District

chiefs shall serve at the pleasure of the Governing Board and may be removed with or without cause by a majority vote of the Governing Board.

The District chiefs may be assisted by such employees as are determined appropriate by the Governing Board. The responsibilities and duties of the chiefs shall be determined by the Governing Board and Management Committee. The Chiefs shall report to the Executive Director and the Management Committee.

5. Funding. The fiscal year of the District shall be from July 1 of each year through June 30 of the following year. A proposed tentative annual budget shall be prepared annually by the Management Committee under the direction of the Governing Board. The proposed tentative annual budget shall include three district budget funds, one fund for fire, one for police services, and one for administration. The Executive Director shall cause the proposed tentative annual budget to be presented to the Governing Board, allowing reasonable time for consideration. After such reasonable time for consideration and after receiving the recommendations and advice from the Governing Board, a final annual budget shall be approved by majority vote of the Board. The approved final annual budget shall constitute the agreed budget for the next fiscal year for purpose of determining the annual financial participation of the Cities.

The District may be funded by any lawful means approved by the Board. Such funding may include, but is not limited to, obtaining grants, indebtedness, fees, and participation by the Cities to this Agreement of direct funding according to the formulae stated below.

The portion of the annual budget for fire, ambulance, or emergency medical services (“EMS”), which is not funded by other sources of revenue, shall be funded by direct assessment and payment from the Cities and shall be calculated as follows. Ten percent (10%) of the annual fire, ambulance, and EMS fund shall be assessed equally among the Cities; this 10% shall be known as the “base rate.” Fifty percent (50%) of the remaining fire, ambulance, and EMS fund (45% of the total annual fire, ambulance, and EMS fund) shall be assessed proportionally based on the respective populations of the Cities. Each City’s proportionate share of this assessment shall be equal to that City’s proportionate share of the population of the District. ~~The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau, then a population estimate shall be obtained from the State of Utah’s Population Estimates Committee.~~ The population numbers shall be determined by the Management Committee using a calculation based on the US Census, average persons per household, and new building permits, as approved by the Board as part of the Budget. The remaining fifty percent (50%) of the fire, ambulance, and EMS fund (the other 45% of the total) shall be assessed to each City based on Equivalent Residential Units (ERUs) within each City. This assessment shall be calculated by determining the ratio between the number of ERUs within the boundaries of the District and within each City. An ERU is defined as follows:

- (i) Each residential unit, including apartments or accessory apartments;
- (ii) Each 10,000 square-foot of retail space; and
- (iii) Each 10,000 square-foot portion of any other nonresidential structure, excluding buildings accessory to residential units.

Commented [NC6]: Reflects current practice.

The portion of the annual budget for administration and police services, which is funded by direct payment from the Cities, shall be calculated based on the population of the City receiving police. Each City receiving police services shall be assessed a pro rata portion of the police services fund based on the percent of the City's total population compared to the District's population receiving police services. ~~The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau. If a needed population estimate is not available from the United States Census Bureau then a population estimate shall be obtained from the State of Utah's Population Estimates Committee.~~ The population numbers shall be determined by the Management Committee using a calculation based on the US Census, average persons per household, and new building permits, as approved by the Board as part of the Budget. In all cases each City shall pay for its relative dispatch services incurred.

The annual budget increase or decrease for the District shall not exceed the average property tax revenue increase or decrease of both Cities budgets of the previous fiscal year, excluding any new revenue increases, without the majority vote of each City Council. Said vote of each City Council shall occur prior to the adoption of the final budget.

Commented [NC7]: Added to ensure legislative body approval of large increases in budgets.

Once the stated calculations have been made and a final budget has been adopted by the District, each City will be assessed its portion of the annual budget to be funded by direct payment. This funding formula shall not become effective until the fiscal year beginning July 1, 2012 and continuing thereafter. Other funding alternatives or allocation methods may be adopted upon a unanimous vote of the Board entitled to vote on that budget fund.

Every five (5) years, the relative proportion of contribution of the Cities shall be evaluated and if a proportionate share of the annual budget for any City has increased by more than twenty percent (20%), the number of representatives on the Board for that City may also be changed based on consent of the Governing Board.

6. Scope of Services. The District may provide all public safety services including police, fire, ambulance, and emergency medical services, may enforce hazardous material rules and regulations, and may provide services within a geographical jurisdiction of the District as requested and agreed to by the Governing Body. The District may also provide services outside of its jurisdiction pursuant to mutual aid or reciprocal support agreements with other jurisdictions and to such other jurisdictions as may contract for the purchase of services from the District.

This Agreement is intended to constitute the provision of services required of cities and counties under Titles 10 and 17 of the Utah Code. This Agreement is intended to create a mechanism whereby general public safety protection, emergency medical services, fire prevention services, and hazardous material regulation enforcement may be provided to the citizens of the District generally and is not intended to create a specific benefit or obligation to provide services with respect to any one person or legal entity.

7. Buildings. No building shall be constructed, renovated, or leased for use by the District without prior approval of the Board. The Cities hereto understand and agree that they may not bind the District or encumber the District's budget by constructing new buildings,

renovating existing buildings, or leasing buildings to be used by the District without providing terms and conditions to the Board for prior approval. The District shall not be obligated to make payments on a lease without prior approval by the Board and signature by its authorized representative.

8. Term of Agreement. This Agreement shall be in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least twenty-four (24) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

9. Effective Date. This Agreement shall become effective when the Cities have approved and executed this Agreement.

10. Transition Provisions. The Interlocal Agreement, dated January 1, 1996 and all subsequent amendments thereto, are superseded by this Agreement and shall be of no further force and effect as of the time this Agreement takes effect.

11. Distribution on Termination or Withdrawal. The District's Executive Director shall upon any agreement of the Cities to terminate this Agreement and dissolve the District, prepare an inventory of all real and personal property of the District. Distribution on dissolution shall be made in kind or in cash as the Board may determine. The value of the distribution of assets and liabilities to each City upon dissolution of the District shall be determined by calculating the value of all contributions of each City, ~~beginning with the year 1996 and continuing through the year of dissolution~~ **at the end of the fiscal year of the dissolution.** A calculation shall then be made of the percentage of contribution each City has made to the sum of the contributions of the Cities for the period of calculation. The calculated percentages shall then be applied to the total value of the assets or liabilities to be distributed and each City shall take their corresponding percentage. Assets that may be directly traced and attributed to funds obtained from sources other than the Cities as of the time of dissolution shall also be distributed based on the percentage of contribution.

If a City withdraws from the District and the District is not dissolved, any distribution of assets to the withdrawing City shall only be as negotiated with the remaining Cities. The Cities agree to negotiate in good faith in determining fair and reasonable terms and conditions for the distribution of District assets to the withdrawing City. If the Cities cannot agree on a negotiated distribution of assets to the withdrawing City, the Cities hereto agree to mediate the matter. If the dispute is not resolved in mediation, then the Cities may take the matter to court.

12. District Expansion. Other municipalities may become a party to this Agreement only upon written application to and approval by the Governing Board, who may determine the terms and conditions of admission to the District.

This Agreement constitutes the entire understanding and agreement between the Cities and hereby represent that the undersigned are authorized to hereby bind each City to this Agreement.

Signed and dated this 14th day of April 2020.

ATTEST:

ALPINE CITY

CITY RECORDER

By: _____

Troy Stout
MAYOR

Approved as to form:

David Church
City Attorney

Signed and dated this 31st day of March 2020.

ATTEST:

CITY OF HIGHLAND

Stephannie Cottle
CITY RECORDER

By: _____

Rodney Mann
MAYOR

Approved as to form:

Rob Patterson
City Attorney

ALPINE CITY COUNCIL AGENDA

SUBJECT: Amendment – Ordinance 2020-06 – Sign Ordinance

FOR CONSIDERATION ON: 14 April 2020

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve the ordinance as proposed.

BACKGROUND INFORMATION:

In January 2020, Altabank installed a new monument sign on the corner of Main Street and 100 South. The City has received numerous complaints regarding the location, size and orientation of the sign. Based on community feedback staff drafted proposed revisions to the ordinance to avoid this issue in the future, which included increasing the front setback requirement for signs and increasing the size of the sight triangle.

The Planning Commission reviewed the draft ordinance and made a recommendation of approval with a change to leave the sight triangle at 35 feet:

***MOTION:** Bryce Higbee moved to recommend that Ordinance 2020-06 be approved as proposed with changing the 3 foot setback to 5 foot setback behind the sidewalk and 12 foot setback if there is no sidewalk. Leave the sight triangle at 35 feet.*

Ethan Allen seconded the motion. There were 7 Ayes and 0 Nays (recorded below). The motion passed.

Ayes:

*Bryce Higbee
Ethan Allen
John MacKay
Jane Griener
Alan MacDonald
Jessica Smuin
Sylvia Christiansen*

Nays:

None

This City Council discussed this item at the February 25, 2020 meeting. After some discussion it was suggested that the height of the sign should also be considered. Item was tabled.

***MOTION:** Jason Thelin moved to postpone action on Ordinance No. 2020-06 amending the sign ordinance and discuss the height of the sign. Judi Pickell seconded. Ayes: 4 Nays: 0. Motion passed.*

Ayes

*Lon Lott
Judi Pickell
Greg Gordon
Jason Thelin*

Nays

None

STAFF RECOMMENDATION:

Approve the ordinance as proposed.

SAMPLE MOTION TO APPROVE:

I motion that Ordinance 2020-06 be approved as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I motion that Ordinance 2020-06 be approved with the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE:

I motion that Ordinance 2020-06 be tabled based on the following:

- ***Insert Finding***

ALPINE CITY MONUMENT SIGNS

| Name | Location | Width | Height | Setback |
|----------------------|-----------------------|--------------|---------------|----------------|
| Madson & Madson | 112 South Main | 5'11" | 5'3" | 4' |
| City Hall | 20 North Main | 5'6" | 5'9" | 5'6" |
| City Fountain | 20 North Main | 2' | 6' | 3' |
| Edward Jones | 15 East 200 North | 4' | 6' | 8' |
| Dominion Insurance | 220 North Main | 6' | 6' | 3' |
| Alpine Dermatology | 144 South Main | 5' | 5'4" | 5'6" |
| Mountainville | 195 South Main | 9'4" | 8'3" | 2' |
| River Meadow Offices | 341 South Main | 8' | 6' | 10' |
| Main St. Village A | 20 West Main | 7'10" | 6'3" | 5' |
| Main St. Village B | 20 West Main | 7'10" | 5'10" | 2'6" |
| Daylight Donuts | 416 Alpine Hwy. | 8'1" | 6'3" | 2'6" |
| Animal Hospital | 424 Alpine Hwy. | 8' | 5'9" | 3'6" |
| PCG | 160 West Canyon Crest | 7'10" | 7'4" | 2'6" |
| Franklin Covey | 155 West Canyon Crest | 8' | 5'10" | 5' |
| Old Bank Sign | 113 South Main | | | 9' |
| Loveland Bldg. | 375 South Main | 8'2" | 7'5" | 5' |

Sight Triangle

34'

40'

18'

45'

38'

28'

34'

17'

58'

46'

65'

55'

17'

25'

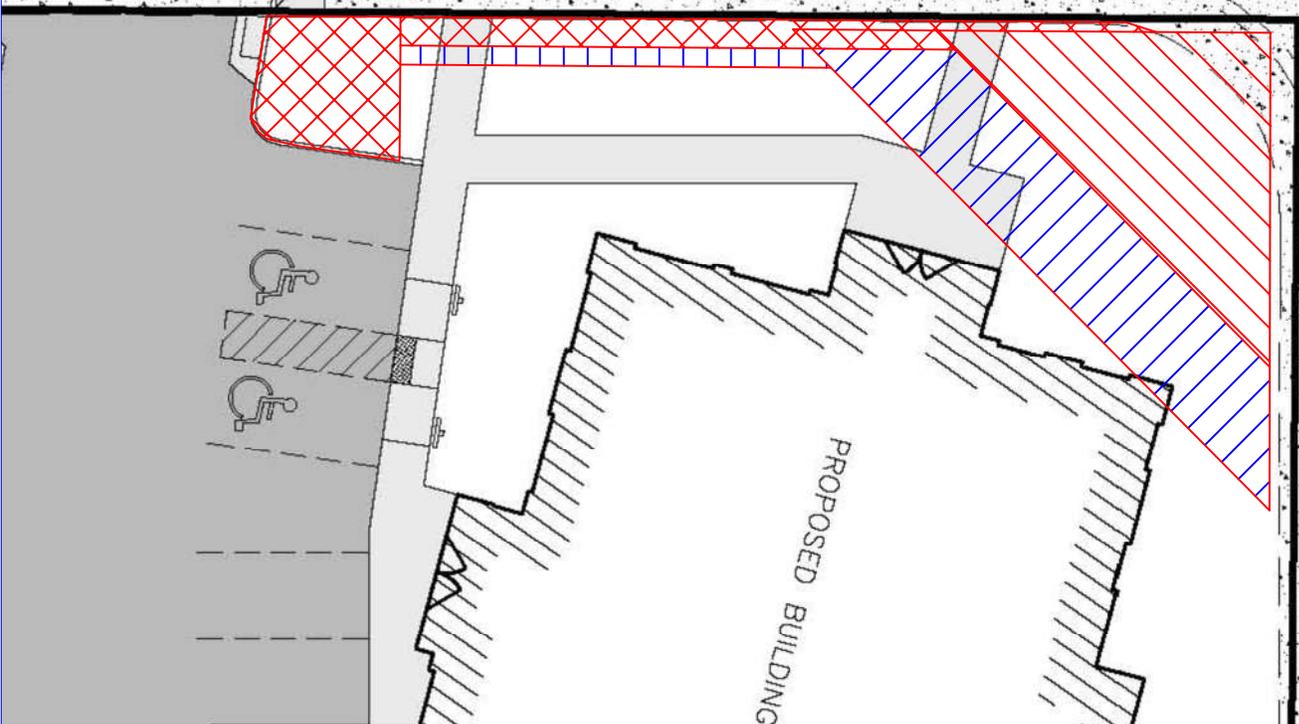
15'

12'

Main Street



Main Street



**ALPINE CITY
ORDINANCE 2020-06**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.25.020 OF THE
ALPINE CITY DEVELOPMENT CODE PERTAINING TO FREE STANDING OR
MONUMENT SIGNS.**

WHEREAS, The Alpine City Council has deemed it in the best interest of Alpine City to revise setback and sight triangle requirements for free standing or monument signs; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of Alpine City, in the State of Utah, as follows: The amendments to Article 3.25.020 contained in the attached document will supersede Article 3.25.020 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: **AMENDMENT** “3.25.020 General Standards” of the Alpine City Development Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.25.020 General Standards

1. Except as provided herein, it shall be unlawful to erect, construct, reconstruct, alter, or change the use of any structure, wall marquees, or any other parts jointed together to form a sign without first obtaining a sign permit from Alpine City.
2. Except as provided herein, all applicants for signs within Alpine City must receive a permit from the City prior to construction, placement, or replacement of any sign.
3. For permanent signs, the signs shall be colorfast and resistant to corrosion and rotting.
4. **General Location.** All permanent signs shall be set back at least three (3) feet behind the sidewalk or twelve (12) feet behind the curb if there is not a sidewalk. All temporary signs shall be set back at least three (3) feet behind the sidewalk or three (3) feet behind the curb if there is not a sidewalk. No sign shall be placed closer than fourteen (14) feet to a driveway.

No sign, permanent or temporary, in excess of three (3) feet in height shall be placed within the sight triangle on any corner lot. No part of any sign shall interfere with the use of any fire escape, exit, required stairway, door ventilator, or window.

5. **Maintenance.** All signs shall be maintained in a safe, presentable and good condition including the replacement of defective parts, cleaning, painting, oiling, changing of light bulbs, or other acts required for the maintenance of said sign. Maintenance shall also include the restoration or repair of any exterior wall penetrations, discolorations, or other damages caused by the installation, removal, or placement of signs on a building.

6. **Inspections.** Alpine City may make an initial inspection or re-inspection of any sign for which a permit has been issued and/or for which an inspection has been deemed necessary. Such inspections shall be performed to determine that all signs, constructions, and all reconstructions or modifications of existing signs are built or constructed in conformance with this ordinance and as represented at application for a permit.

All permanent signs containing electrical components, footings or foundations, or as otherwise required by the City, shall receive final inspections to certify that the placement and construction of such sign is in conformance with representations made in permit applications and that work is completed and meets all applicable building and safety codes and conditions of approval.

7. Regulatory signs, as outlined by local, state and/or federal law, are exempt from the provisions of the Alpine City Sign Ordinance.

(Amended by Ord. No. 2005-02, 2/3/05 & Ord. No. 2005-19, 10/25/05; Ord. No. 2007-02, 4/24/07; Ord. No. 2008-04, 5/13/08; Ord. No. 2011-01, 01/11/11)

AFTER AMENDMENT

3.25.020 General Standards

1. Except as provided herein, it shall be unlawful to erect, construct, reconstruct, alter, or change the use of any structure, wall marquees, or any other parts jointed together to form a sign without first obtaining a sign permit from Alpine City.
2. Except as provided herein, all applicants for signs within Alpine City must receive a permit from the City prior to construction, placement, or replacement of any sign.
3. For permanent signs, the signs shall be colorfast and resistant to corrosion and rotting.
4. **General Location.** All permanent signs shall be set back at least ~~three~~five (35) feet behind the sidewalk or twelve (12) feet behind the curb if there is not a sidewalk. All temporary signs shall be set back at least ~~three~~five (35) feet behind the sidewalk or ~~three~~five (35) feet behind the curb if there is not a sidewalk. No sign shall be placed closer than fourteen (14) feet to a driveway.

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PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

_____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------------|------------|------------|---------------|----------------|
| Lon Lott | _____ | _____ | _____ | _____ |
| Judi Pickell | _____ | _____ | _____ | _____ |
| Carla Merrill | _____ | _____ | _____ | _____ |
| Gregory Gordon | _____ | _____ | _____ | _____ |
| Jason Thelin | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Troy Stout, Mayor, Alpine City

Charmayne G. Warnock, City
Recorder Alpine City

**ALPINE CITY
ORDINANCE 2020-06**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.25.020 OF THE
ALPINE CITY DEVELOPMENT CODE PERTAINING TO FREE STANDING OR
MONUMENT SIGNS.**

WHEREAS, The Alpine City Council has deemed it in the best interest of Alpine City to revise setback and sight triangle requirements for free standing or monument signs; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of Alpine City, in the State of Utah, as follows: The amendments to Article 3.25.020 contained in the attached document will supersede Article 3.25.020 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: **AMENDMENT** “3.25.020 General Standards” of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.25.020 General Standards

1. Except as provided herein, it shall be unlawful to erect, construct, reconstruct, alter, or change the use of any structure, wall marquees, or any other parts jointed together to form a sign without first obtaining a sign permit from Alpine City.
2. Except as provided herein, all applicants for signs within Alpine City must receive a permit from the City prior to construction, placement, or replacement of any sign.
3. For permanent signs, the signs shall be colorfast and resistant to corrosion and rotting.
4. **General Location.** All permanent signs shall be set back at least five (5) feet behind the sidewalk or twelve (12) feet behind the curb if there is not a sidewalk. All temporary signs shall be set back at least five (5) feet behind the sidewalk or five (5) feet behind the curb if there is not a sidewalk. No sign shall be placed closer than fourteen (14) feet to a driveway.

No sign, permanent or temporary, in excess of three (3) feet in height shall be placed within the sight triangle on any corner lot. No part of any sign shall interfere with the use of any fire escape, exit, required stairway, door ventilator, or window.

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All permanent signs containing electrical components, footings or foundations, or as otherwise required by the City, shall receive final inspections to certify that the placement and construction of such sign is in conformance with representations made in permit applications and that work is completed and meets all applicable building and safety codes and conditions of approval.

7. Regulatory signs, as outlined by local, state and/or federal law, are exempt from the provisions of the Alpine City Sign Ordinance.

(Amended by Ord. No. 2005-02, 2/3/05 & Ord. No. 2005-19, 10/25/05; Ord. No. 2007-02, 4/24/07; Ord. No. 2008-04, 5/13/08; Ord. No. 2011-01, 01/11/11)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

_____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------------|------------|------------|---------------|----------------|
| Lon Lott | _____ | _____ | _____ | _____ |
| Judi Pickell | _____ | _____ | _____ | _____ |
| Carla Merrill | _____ | _____ | _____ | _____ |
| Gregory Gordon | _____ | _____ | _____ | _____ |
| Jason Thelin | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Troy Stout, Mayor, Alpine City

Charmayne G. Warnock, City
Recorder Alpine City

ALPINE CITY COUNCIL AGENDA

SUBJECT: Short Term Rental Ordinance

FOR CONSIDERATION ON: 14 April 2020

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Review Planning Commission recommendations, proposed ordinances and decide how the City shall address Short Term Rentals.

BACKGROUND INFORMATION:

On September 17, 2019 staff proposed an ordinance (2020-04) to regulate and permit Short Term Rentals; to allow them with certain restrictions. The Planning Commission held a public hearing, reviewed the proposal and after some discussion tabled the item to a future meeting. The discussion continued at the October 15, 2019 meeting, where the Planning Commission made the following motion:

***MOTION:** Alan MacDonald moved to recommend DENIAL of the Short Term Rentals based on the following:*

- 1. Short term rentals tend to limit or reduce the availability of Moderate Income Housing;*
- 2. Short Term Rentals are too often a nuisance to neighboring property owners; and*
- 3. Staff draft an ordinance to allow for the effective enforcement of the prohibition of Short Term Rentals in the City of Alpine.*

Jane Griener seconded the motion. There were 4 Ayes and 2 Nays (recorded below). The motion passed.

Ayes: Bryce Higbee, Jane Griener, Alan MacDonald, Jessica Smuin

Nays: Sylvia Christiansen, John MacKay

Staff subsequently prepared an alternative ordinance (2020-02) to prohibit Short Term Rentals, which was discussed at the January 7, 2020 meeting, and again at the February 4, 2020 meeting, where the Planning Commission held a public hearing on the alternative ordinance and then made the following recommendation:

***MOTION:** Alan MacDonald moved to recommend approval of Ordinance 2020-02.*

John MacKay seconded the motion. There were 4 Ayes and 0 Nays (recorded below). The motion passed.

Ayes:

Ethan Allen

John MacKay

Jane Griener

Alan MacDonald

Nays:

None

The City Council discussed this item in length at the February 11, 2020 meeting. It was decided that further discussion was needed on the owner-occupied requirement, and the Council wanted all members present before a decision was made on this item.

STAFF RECOMMENDATION:

Review proposed ordinances, Planning Commission recommendations, and decide how the City shall address Short Term Rentals.

SAMPLE MOTION TO APPROVE:

I motion that Ordinance _____ be approved as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I motion that Ordinance _____ be approved with the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE:

I motion that Short Term Rental Ordinance be tabled for the following reason(s):

- ***Insert Finding***

SHORT TERM RENTAL CONSIDERATIONS

There are currently approximately 30-35 Short Term Rentals in Alpine. If Alpine considered a Short Term Rental Ordinance (STR) what are the questions that should be answered?

How many short term rental units would be allowed in the City

There could be no limit on the number of units or for example Sandy City limits STRs to 2 per 100 dwellings. In Alpine's case this would allow 50 STRs.

How many rentals in each home would be allowed? This could be as low as one or up to three or four.

How many bedrooms would be allowed in each unit? The City could set a limit on the number of bedrooms allowed.

Should a short term rental be owner occupied? An STR could require that the rental be owner occupied or that a local manager be required.

Permits & licenses- A STR would be required to obtain a Business License

Which Zones would STRs be allowed? They could be allowed in any zone.

How many people would be allowed to stay in the units? The City could limit the number of people allowed to stay in the unit.

Parking- Parking could be limited to the garage and driveway.

Revenue- How much revenue would be generated by STRs

One time Application Fee of $\$250 \times 30 = \7500

Annual Renewal $\$150 \times 30 = \4500 per year

Transient Room Tax of 1% assuming 30 rentals bringing in \$50,000 per year each would be \$1,500,000 and would generate \$15,000 per year in taxes.

ORDINANCE NO. 2020-04

**AN ORDINANCE AMENDING THE ALPINE CITY DEVELOPMENT CODE TO
REGULATE AND PERMIT SHORT TERM RENTALS IN THE CITY**

WHEREAS, the Alpine City Council has deemed it to be in the best interest of Alpine City to adopt requirements for Short Term Rentals; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed amendments to the Development Code, held a public hearing, and forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed amendments to the Development Code:

NOW THEREFORE BE IT ORDAINED by the Council of Alpine City, in the State of Utah, as follows:

1. Exhibit A, attached hereto, is hereby adopted as part of the Alpine City Development Code and shall be placed therein and included in all future editions thereof until amended or repealed.
2. This ordinance shall take effect upon posting in accordance with state law.

PASSED this _____ day of April, 2020.

Mayor

ATTEST:

City Recorder

DRAFT 3-27-20

Chapter 7 SHORT-TERM RENTALS

Sections:

7.01 Findings; Purpose. Definitions.

7.02 Permit required. Minimum duration. Where permitted. Exceptions.

7.03 Minimum Duration Permit application and renewal; Approval standards.

7.04 Exceptions

7.05 Permit Application and Renewal

7.06 Display of Permit

7.07 Exterior display of contact information.

7.08 Occupancy Limits

7.09 Parking

7.10 Maintenance

7.11 Binding Effect

7.12 Inspections

7.13 Reserved

7.14 Fees

7.15 Violations and Penalties.

The City Council finds that while short-term rental properties may provide additional lodging opportunities for visitors to the City, such use is, essentially, a commercial use that can have a significant adverse impact on the appearance, tranquility and standard of living in the surrounding neighborhoods and, therefore, merits careful regulation and enforcement. The purpose of this chapter is to regulate short-term rentals in the City in order to safeguard the peace, safety and general welfare of existing neighborhoods by reducing or eliminating detrimental effects caused by noise, vandalism, overcrowding, congestion, traffic, parking and other adverse effects that may accompany the introduction of transient populations in neighborhoods as a result of the operation of short-term rental properties.

7.01 Definitions.

A. "Bedroom" means a room designated and used primarily for sleeping and rest on a bed. Every bedroom shall have at least one operable emergency escape and rescue opening that

complies with all applicable requirements and standards set forth in the latest version of the International Building Code adopted by the City.

B. “Director” means the City’s Planner, his designee, or any other designee of the City.

C. “Short-term rental” means the rental, letting of rooms or sub- leasing/renting of any structure, dwelling or portion thereof for occupancy, dwelling, lodging or sleeping purposes for at least three but not more than 30 consecutive days in duration. A “short-term rental” shall be owner occupied (must show proof that the property is their legal permanent address and place of stay).

D. “Short-term rental operator” or “operator” means the owner or a responsible party designated by the owner of a short-term rental property to act for and in behalf of the owner in managing the property. Owner shall appoint a responsible party as a secondary “operator” for circumstances when the owner may not be at home (out of town, family emergency, etc.). If the operator is not the owner, the actions, undertakings and certifications of the operator shall be binding on the owner. To assure prompt response to complaints and issues concerning a short-term rental property, the operator must:

1. maintain a call center or other complaint “hotline” that is staffed by a live person (i.e.—mere voicemail or an answering machine is non-compliant with this requirement) and fully responsive 24 hours per day, 365 days per year;
2. cause a responsible party with decision-making authority to be on-site at the short-term rental property within one hour after the telephonic lodging of a complaint reasonably requiring the operator’s on-site presence, including, without limitation, complaints from neighbors and the City concerning the behavior of occupants or guests of the short-term rental property; and
3. continuously maintain on file with the City the operator’s current (i) address, (ii) telephone number, and (ii) facsimile number and/or e-mail address, for the City’s use in contacting the operator for purposes of this chapter and Title 5 of this code, which information shall be promptly updated on the City’s records by the operator as such information changes.

E. “Short-term rental property” means real property licensed under this chapter for use for short-term rental purposes.

7.02 Permit required.

All short-term rental properties shall obtain a short-term rental permit from the City prior to operation. A short-term rental permit is a conditional use permit that is in addition to, and not in substitution for, a business license for each short-term rental property required by title 7.08 of this code. A short-term rental permit previously granted as provided in this chapter, and which has not been previously terminated, may be renewed annually upon application by the holder to the director. The holder’s failure to, annually renew a short-term rental permit as provided in this chapter is, of itself, grounds for revocation of such conditional use.

7.03-Minimum duration.

Renting, letting of rooms or sub- leasing/renting of any structure or dwelling or portion thereof for occupancy, dwelling, lodging or sleeping purposes for less than three consecutive calendar days in duration is prohibited in any zone in the City where residential use is a permitted or conditional use unless use of such structure, etc. as a hotel, motel, bed and breakfast or similar use has been specifically authorized as a permitted or conditional use of such parcel.

A. Short-term rental permits, and renewals thereof, may be approved by the director as conditional uses in the City's TR 10,000, CR- 20,000, CR- 40,000, CE-5 and Business Commercial zoning districts.

7.04 Exceptions.

Rentals of more than 30 consecutive days in duration in any of the City's residential zoning districts are not required to obtain a short-term rental permit.

7.05 Permit application and renewal; Approval standards.

Application for, and issuance of, a short-term rental permit shall proceed as follows:

- A. The applicant shall submit an application for a short-term rental permit, or annual renewal thereof, to the City on a City-approved form, paying all applicable fees and complying with all required inspections. Unless sooner revoked, issued permits initially shall expire on the first July 1 that follows issuance of the permit by at least five months, with renewal permits expiring each July 1, thereafter. The City shall provide to the operator a written renewal notice for each currently issued short-term rental permit. Failure to renew a short-term rental permit within one month after the deadline specified in such renewal notice shall, of itself, constitute grounds for revocation of such conditional use. The applicant may be the operator of the proposed short-term rental property or the operator's agent. Both the operator and the applicant (if different from the operator) shall be responsible for compliance with all provisions of this chapter and all other applicable ordinances regulating or applicable to short-term rentals.
- B. An initial or renewal application for a short-term rental permit shall include a declaration of compliance with all legal requirements and all other applicable laws, which shall be signed and sworn to by the operator under penalty of perjury. Material misstatements in such declaration by the operator, or elsewhere in the application, shall, of itself, constitute grounds for rejection of the application or revocation of any resulting conditional use (issued in error based on such improper application).
- C. The application shall be granted unless the director makes one or more of the following findings:
 1. The proposed use is not a conditional use under this chapter;

2. The permit should not be granted due to (a) uncured violations of this chapter or of any other applicable law, ordinance, rule or regulation, (b) the occurrence of three or more violations for such short-term rental property during the (typically, 12-month) term of the preceding permit (in which event the operator may not re-apply for any available short-term rental permit or business license for such property for two years from the date of denial), or (c) any other reason for which the short-term rental permit application legally could have been denied; or
3. The City is unable to impose reasonable conditions to mitigate the reasonably anticipated detrimental effects of the proposed use on the surrounding residential properties and neighborhood.

In recognition that short-term rental uses are commercial in nature, and can have a significant adverse impact on the appearance, tranquility and standard of living in surrounding residential neighborhoods, the following special operational standards are mandatory for all short-term rental properties in order to protect the health, safety, welfare and tranquility of the surrounding residential neighborhoods:

A. Each short-term rental operator shall ensure that the occupants and guests of its short-term rental property do not create unreasonable noise or disturbances (judged against, inter alia, the nature of the neighborhood where the short-term rental property is located, the time of day of the noise or disturbance, and the level of noise or similar disturbances then emanating from surrounding properties), engage in disorderly conduct, or violate provisions of this code or any other applicable federal, state, county, city or other law, rule or regulation (collectively, “applicable laws”) pertaining to noise, disorderly conduct, overcrowding, illegal consumption of alcohol, use of illegal drugs, or otherwise. An operator shall be deemed to have ensured compliance with applicable laws if it

1. clearly advises its occupants and guests of such requirements before they take occupancy of the property;
2. promptly and appropriately responds to complaints concerning the behavior of its occupants and guests as required by this chapter;
3. promptly evicts from the short-term rental property any who have failed to comply with applicable laws on two or more occasions (“persistent violations”) during their period of occupancy of a short-term rental property; and
4. refuses to allow any persons who have engaged in or been party to persistent violations of applicable laws in their occupancy of a short-term rental property to occupy in the future any short-term rental property under such operator’s ownership or control.

B. Promptly upon notification that the occupants or guests of a short-term rental property have violated item (A) above, the operator shall use its most diligent best

efforts to prevent a recurrence of such conduct by those occupants or guests and all future occupants and guests. Such response by the operator to the notification shall occur within one hour after receipt. Failure to timely or properly respond to a complaint regarding any such violation as provided in this subsection shall constitute a violation of this chapter and shall be grounds for imposition of the penalties specified in items (1-4) above.

C. Each operator shall ensure that the operation of its short-term rental property complies with all other requirements of this code and all other applicable laws.

D. The director shall be authorized to prospectively impose additional reasonable conditions, applicable to all short-term rental properties in the City, as necessary to achieve the intent and objectives of this chapter. The City shall endeavor to notify all short-term rental operators of any change in the standards applicable to short-term rentals and short-term rental properties.

E. A short-term rental property shall not contain more than four (4) bedrooms. Only one short term rental is allowed per property.

F. Short-term rental properties and all related or accessory structures or improvements shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the surrounding neighborhood.

G. Snow shall be removed from sidewalks and driveways as provided by the City Municipal Code.

H. A short-term rental property shall not have any signs visible from the exterior of the premises that advertise the use, other than as required by this chapter.

I. The use of a property in a residential neighborhood for short-term rental purposes shall not change the exterior appearance of the property so that it appears dissimilar from residential properties in the surrounding neighborhood.

J. Outdoor pools, hot tubs, saunas or spas shall not be used between the hours of 10:00 p.m. and 8:00 a.m.

K. Occupants and guests of a short-term rental property shall not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this code or any other applicable federal, state, county, city or other law, rule or regulation (collectively, "applicable laws") pertaining to noise, disorderly conduct, overcrowding, illegal consumption of alcohol, use of illegal drugs, or otherwise.

7.06 Display of permit.

Each operator shall affix and maintain a copy of its short-term rental permit on the inside of the main entry door of the short-term rental property to which it applies.

7.07 Exterior display of contact information.

A. Short-term rental operators shall prominently display in a city-approved location on the exterior of the short-term rental property that is visible to the general public and/or the common areas of the surrounding neighborhood, the name and 24-hour per day, 365-days per year telephone number for the short-term rental operator who will take and resolve complaints regarding operation of the short-term rental property and its occupants and guests. Such display also shall include (1) a telephone number to report violations of this chapter to a City code compliance officer 24 hours per day, 365 days per year; (2) the identifying number of the city-issued business license for the property; and (3) the date of the last City inspection of the property. The City will prescribe the form of said display of contact and other information. Applicants also shall provide such information to all property owners residing within 300 feet of the short-term rental property. Operators shall provide updated contact information to all recipients, and for all purposes, specified hereunder as such information changes.

B. Operators shall respond (in person, if appropriate) to telephonic complaints within one hour after such complaint is made. Inappropriate and/or non-response to such complaints shall constitute a violation of this chapter.

The operator must continuously maintain in force and effect a City business license for the short-term rental property and timely shall pay all taxes and fees relating to such business, including, without limitation, the City's transient room tax.

7.08 Occupancy limits.

A. The City has determined that the preferred means to avoid or minimize safety concerns and the adverse impacts on the surrounding neighborhood attending a large transient population residing in one dwelling is to limit both the occupancy of each short term rental property and the bedrooms available for use at such property. Consequently, occupancy in any short-term rental property shall not exceed the lesser of:

1. Up to two adults (persons aged 18 and above) and two related children (persons under age 18) per bedroom,
2. Total occupancy (adults and children) of no more than 12 persons in the entire short-term rental property.

B. A short-term rental property may not be artificially divided or partitioned for the purpose of increasing the available occupancy of an otherwise standard dwelling unit such as a house, a condominium unit, or an apartment.

7.09 Parking.

Occupants or guests of any short-term rental property shall not park more vehicles at the short-term rental property than can be legally parked in the garage or carport or on the driveway. Parking of occupant or guest vehicles on the public right-of-way adjoining the short-term rental property, or on areas of the property designated as (or intended for,

based on the landscaping of the surrounding neighborhood) yard or lawn, is prohibited. Required parking areas shall be properly maintained and be available for use at all times.

7.10 Maintenance.

All short-term rental properties shall comply with chapter 7.05 of this code, entitled "Nuisances and Abatement."

7.11 Binding effect.

A. The requirements of this chapter shall be in effect throughout the time that a short-term rental permit is in effect for a property, notwithstanding that such property may be used intermittently by its owner or non-paying guests, based on the City's determinations that, inter alia,

1. Given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of this chapter should be based on whether the property is licensed as a short-term rental property rather than the identity of its occupants from time to time;
2. Such a property essentially exists to provide lodging for a transient population (which may include a non-resident owner or its non-resident guests) that may not honor neighborhood mores or exhibit neighborly consideration to the same extent as more permanent residents; and
3. Requiring such compliance may encourage an owner that is not actively engaged in a short-term rental business for a property to terminate the short-term rental permit for such property, thereby mitigating the adverse impact on the character of the surrounding neighborhood.

B. A short-term rental permit may be terminated at any time by the owner of a short-term rental property upon submission to the City of the property owner's signed, notarized written notice of such termination.

7.12 Inspections.

A. The City has determined that the preferred method of assuring compliance with this chapter is through regular annual inspections of the short-term rental property at the time of permit application or renewal; through possible additional intermittent regular inspections upon prior notice to the operator during the term of a permit; and through special inspections immediately upon the City's reasonable determination that a violation of this chapter may have occurred. Consequently, the City shall have the right to inspect a short-term rental property for compliance with the requirements of this code. Such an inspection (a "renewal inspection") shall occur after application and before issuance of the short-term rental permit or any renewal thereof.

B. Additional inspections ("inter-mittent inspections") may occur during the term of an issued permit upon at least 24 hours' prior telephonic or written (via e-mail, facsimile or

personal delivery) notice to the operator (measured from the time of delivery of such notice), using the operator's contact information on file with the City.

C. The City also shall have the right to immediately inspect (a "violation inspection") a short-term rental property for compliance with this chapter upon issuance of a citation for violation of this chapter.

D. All inspections under this chapter shall comply with the requirements of section 7.12 (or its successor) of this code.

E. If necessary, to gain entry for inspection purposes, the City may obtain an administrative search warrant.

F. Failure by an owner, operator, occupant or guest to allow inspection of a short-term rental property as provided in this section shall, of itself, constitute grounds for

1. Revocation of an issued short-term rental permit for such property as provided, in the case of an intermittent inspection or a violation inspection, or
2. Rejection of an application for renewal of a short-term rental permit, in the case of a renewal inspection.

7.13 (Reserved).

7.14 Fees.

The operator of a short-term rental property shall pay a yearly business license fee for the short-term rental property. An applicant for a short-term rental permit also shall pay

A. A one-time application fee conditional uses, as specified in the consolidated fee schedule; and

B. An annual permit renewal fee as specified in the consolidated fee schedule.

7.15 Violations and penalties.

A. Failure to comply with this chapter shall constitute a violation of this code for which a citation may be issued and penalties may be imposed by the City. Each day that a violation occurs or continues is a separate violation.

B. Operation of a property in the City for short-term rental purposes without a permit or a business license shall be a violation of this code and shall be punishable as provided in this section of this code, with each day of unlicensed operation constituting a separate offense.

C. For noncompliance with this chapter of a permitted and licensed short-term rental property, the issuing officer shall issue a written citation to the operator, specifying the violation and the penalty to be imposed for such violation. Except as otherwise provided in this chapter, the penalty for violation of this chapter shall be as follows:

1. For the first violation within any 12-month period, the penalty shall be \$250;

2. For a second violation within any 12-month period, the penalty shall be an additional \$500; and,
3. For a third violation within any 12-month period, the penalty shall be an additional \$1,000 and revocation of the short term rental permit and the business license for the subject property; provided, however, that the operator may not re-apply for any available short- term rental permit or business license for such property for two years from the date of such revocation.

7.16 Appeals.

An operator desiring to contest a citation must appeal the citation to the City's Appeal Authority.

**ALPINE CITY
ORDINANCE 2020-2**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.01.110; 3.02.090; 3.03.100;
3.04.100; 3.05.100; AND 3.07.080 OF THE ALPINE CITY DEVELOPMENT CODE
PERTAINING TO SHORT TERM RENTALS.**

WHEREAS, The Alpine City Council has deemed it in the best interest of Alpine City to prohibit Short Term Rentals within City boundaries; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of Alpine City, in the State of Utah, as follows: The amendments to Article 3.01.110; 3.02.090; 3.03.100; 3.04.100; 3.05.100; and 3.07.080 contained in the attached document will supersede Article 3.01.110; 3.02.090; 3.03.100; 3.04.100; 3.05.100; and 3.07.080 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: **AMENDMENT** “3.01.110 Definitions” of the Alpine City Development Code is hereby *amended* as follows:

BEFORE AMENDMENT

3.01.110 Definitions

ACCESSORY APARTMENT. A subordinate dwelling unit within and part of a principle dwelling and which has its own cooking, sleeping and sanitation facilities.

ACCESSORY BUILDING. A detached subordinate building, the use of which is appropriate, subordinate, and customarily incidental to that of the main building or to the main use of the land and which is located on the same lot or parcel of land with the main building or use.

AGRICULTURE. The tilling of soil, the raising of crops, horticulture, the gardening, but not including the keeping or raising of domestic animals or fowl, except household pets, and not including any agricultural industry or business such as fruit packing plants, commercial egg production, or similar uses.

APIARY. Any place where one (1) or more colonies of bees are located.

AVERAGE SLOPE OF LOT. The average slope of a lot, expressed as the percent of slope, to be determined via computer modeling. AutoCAD or ESRI products are acceptable programs to be used for determining the average slope of lot; any other program must be pre-approved by the City Engineer.

BEEKEEPING EQUIPMENT. Anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards, and extractors.

BUILDABLE AREA. (Ord. 94-02, 2/8/94) A lot or portion thereof possessing all of the following physical characteristics:

1. The area contains no territory having a natural slope of twenty (20) percent or greater;
2. The area contains no territory which is located in any identified flood plain or within any recognized inundation zone, mud flow zone or zone of deformation, or lands subject to earth slippage, landslide or rockfall;
3. The engineering properties of the soil provide adequate structural support for the intended use;
4. The area does not possess any other recognized natural condition, which renders it unsafe for building purposes;
5. The area is within the building setback envelope as determined in accordance with the setback provisions of the zone; and
6. The area is readily capable of vehicular access from the adjacent public street over a driveway having a slope of not more than twelve (12) percent with no cut or fill greater than five feet as measured at the finished grade of the centerline alignment.

BUILDING. Any structure having a roof supported by columns or walls, built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

CIVIC BUILDING. A structure owned by the City and used for governmental purposes, including administrative buildings (City Hall) fire stations, police stations, libraries, but not including shop and repair facilities.

COLONY. Bees in a hive including queens, workers, or drones.

CONDITIONAL USE. A use of land that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

CUSTOMARY RESIDENTIAL ACCESSORY STRUCTURE. A structure constructed on the same zoning lot as a dwelling and which is intended for the incidental and exclusive use of the residents of said dwelling, including but not limited to detached garages, carports, swimming pools, tennis courts, green houses, storage buildings, and satellite dishes.

DEVELOPMENT. Any change to a parcel of ground, which alters it from its natural state in any way. This includes clearing, excavation, grading, installation of any infrastructure or erection of any types of buildings.

DWELLING CLUSTER. A Group of three (3) or more single-unit detached Dwellings whose respective Buildable Areas are located no more than 400 feet from one Buildable Area to the next closest Buildable Area as measured from the midpoint of each Buildable Area.

DWELLING UNIT. One or more rooms in a building or portion thereof designed, occupied, or intended as a residence for a family with complete and independent facilities for living, sleeping, eating, cooking, and sanitation provided within the dwelling unit. See also Dwelling, Single Family.

DWELLING, MULTIPLE-UNIT. A building arranged to be occupied by two (2) or more families, the structure having two (2) or more attached dwelling units.

DWELLING, SINGLE FAMILY. A building arranged or designed to include only one (1) dwelling unit occupied by one (1) family, including extended living areas or an accessory apartment which may be approved as provided elsewhere in this Code.

FAMILY. An individual or two (2) or more persons related by blood, marriage, adoption, or guardianship; or a group of not more than four (4) persons, (excluding domestic help) who are not related, living in a dwelling unit as a single housekeeping unit and using common cooking facilities. "Family" does not exclude the care of foster children.

FENCES. A fence shall include any tangible barrier, an obstruction of any material, a line of obstacles, lattice work, screen, wall, hedge, or continuous growth of shrubs with the purpose of preventing passage or view across a boundary or lot line. (Ord. 2004-13, 9/28/04)

1. Privacy fences are structures where the field of vision through the fence is less than 50%.
2. Open-style fences are structures where the field of vision through the fence is 50% or greater.

FRONTAGE. The width of the lot or parcel of land measured at the required front setback-line.

GARAGE/CARPORT (PRIVATE). A structure for the parking or temporary storage of automobiles, but which does not involve commercial repairing or storage.

GEOLOGIC HAZARD. A hazard inherent in the surface or subsurface of the earth or artificially created, which is dangerous or potentially dangerous to life, property, or improvements, due to movement, failure, or shifting of earth.

GROUP LIVING ARRANGEMENT. A group living or congregate living arrangement where groups of more than four unrelated persons live together in a single dwelling unit, including, but not limited to, a batching apartment, boarding house, Congregate Living Unit, Assisted Living Facility, Nursing Care Facility, Residential Facility for Persons With a Disability, dormitory, student housing, fraternity, club, institutional group, half-way house, or similar group living or congregate living arrangement.

GUEST HOUSE. An accessory building constructed on the same zoning lot as the principle Single-Unit dwelling to be used for temporary occupancy.

HANDICRAFT PRODUCTION. Production of an individual's one-of-a-kind objects for sale on the site.

HELICOPTER. A manned aircraft in which lift, flight and landing is achieved by means of one or more power-driven horizontal propellers.

HELIPORT. An area on land or upon a building or structure set aside and used for the landing or takeoff of helicopters or other manned rotary wing aircrafts capable of vertical takeoff or landing.

HIVE. A frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural receptacle which may be used to house bees.

HOME OCCUPATION. Any gainful occupation, service, profession or similar activity conducted in a consistent and ongoing manner within a dwelling. Business activity consisting primarily of the sale of goods produced elsewhere on the premises (i.e. retail sales establishment) shall not qualify as a home occupation.

HOBBY BEEKEEPER. A person who owns or has charge of eight (8) or fewer hives of bees.

HONEYBEE. The common honeybee, *Apis mellifera* species, at any stage of development, but not including the African honeybee, *Apis mellifera scutellata* species, or any hybrid thereof.

HOUSEHOLD PETS. Animals or fowl ordinarily permitted to a residence and kept for company or pleasure, such as dogs, cats, fish and canaries. Household pets do not include inherently or potentially dangerous animals or fowl, or those normally considered agricultural livestock.

IMPERVIOUS MATERIAL. Matter that is impenetrable as by moisture.

LOT. A parcel or unit of land describable either by metes and bounds, or by other legal plat designation held or intended to be held in separate ownership or leasehold or a parcel or unit of land shown as a lot or parcel on a recorded subdivision map, or shown on a plat used in the lease or sale of land resulting from the division of a larger tract into smaller units. Lots shall be generally rectangular in nature, and shall have no more than five sides without an exception being recommended by the Planning Commission and approved by the City Council; the front of a property, located at the front right of way, does not count against this requirement.

LOT, CORNER. Shall mean a lot located at the junction of and fronting on two (2) or more intersecting streets.

MOBILE HOME. A detached dwelling designed for long-term occupancy and to be transported on its own wheels, or on a flatbed or other trailer or detachable wheels, and arriving at the site where it is to be occupied as a complete dwelling unit ready for occupancy except for connections to utilities and other minor work. Removal of such wheels or placing such dwelling unit on a foundation shall not remove such unit from classification as a mobile home. Excluded from this definition shall be those permanent dwelling structures that are constructed of component parts that are transported to the building site and which meet structural requirements of the Uniform Building Code and which are finished with exterior building material that is typical of permanent residential buildings.

NON-CONFORMING USE. A building or structure, or portion thereof, or use of a building or land which does not conform to use regulations for the district in which it is situated, but which is in conformity with said regulations, if any, at the time of its establishment.

OFF STREET PARKING. An area adjoining a building providing for the parking of automobiles which does not include a public street but has convenient access to it.

OFFICE, PROFESSIONAL. A building or space used by persons such as accountants, architects, artists, dentists, designers, engineers, lawyers, physicians, realtors, teachers, and others who, by virtue of training and for license, are qualified to perform services of a professional nature, and where storage of goods and sale of merchandise is minimal and secondary to performance of the service.

OPEN SPACE. The use of land which leaves soil generally undisturbed and upon which natural vegetation, whether or not native to the area, occupies the major visible aspect of the land.

PERMITTED USE. A use of land for which no conditional use permit is required.

PUBLIC USE. A use operated or supervised exclusively by a public body, such use having the purpose of serving the public health, safety, or general welfare, and including uses such as public schools, parks, playgrounds, and other recreational facilities, administrative and service facilities, and public utilities.

QUASI PUBLIC USE. A use operated by a private non-profit educational, religious, recreational, charitable or philanthropic institution, having the primary purpose of serving the general public, such as churches, private schools, hospitals and similar uses.

REASONABLE ACCOMMODATION. A reasonable change in any rule, policy, practice, or service necessary to afford persons with a disability equal opportunity to use and enjoy a dwelling when compared to similarly-situated persons or groups.

RECREATION, PUBLIC. Recreation facilities operated by a public agency and open to the public with or without a fee.

RESIDENCE. A dwelling unit where an individual or family is actually domiciled at a given point in time and not a place of temporary sojourn or transient visit. Temporary sojourn or transient visit shall be thirty (30) days or less.

RESIDENTIAL FACILITY FOR PERSONS WITH A DISABILITY. A residence in which no more than eight (8) unrelated persons with a disability resides and which is:

1. Licensed or certified by the Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; or
2. Licensed or certified by the Department of Human Health under Title 26, Chapter 21, Health Care Facilities Licensure and Inspection Act.

RETAINING WALL. Any structure designed to resist the lateral displacement of soil or other materials. Examples include block walls, rock walls, concrete walls and segmented walls. A retaining wall is not considered a fence.

SIGN. Any device for visual communication to the public displayed out-of-doors, including signs painted on exterior walls, and interior illuminated signs, to be viewed from out-of-doors, but not including a flag, badge, or ensign of any government or government agency.

STREET, PUBLIC. A thoroughfare which has been dedicated and accepted by proper public authority (or abandoned to the public) or a thoroughfare not less than twenty-four (24) feet wide which has been made public by right of use and which affords the principal means of access to abutting property.

STRUCTURE. Anything constructed, the use of which requires fixed location upon the ground, or attached to something having a fixed location upon the ground, and which creates an impervious material on or above the ground; definition includes "building."

YARD. A required space on a lot other than a court, unoccupied and unobstructed from the ground upward, by buildings, except as otherwise provided herein.

YARD, FRONT. A space between the front of the main building on a lot and the front lot line or line of an abutting street or right-of-way and extending across the full width of a lot. The depth (or setback) of the front yard is the minimum distance between the front lot line, and the front-most part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches, and decks).

YARD, REAR. A space between the back wall of the nearest main building extending the full width of the lot and the lot line that is most distant from, and is most nearly parallel with, the front lot line. If the rear lot line is less than ten feet (10') in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a ten foot (10') line parallel to the front line, lying wholly within the lot for the purpose of establishing the minimum rear yard. The depth (or setback) of the rear yard is the minimum distance between the rear lot line and the rearmost part of the primary structure of the nearest main building at the foundation level.

(Primary structure includes overhangs, porches and decks. See drawing in Appendix A). (Ord. 2004-13, 9/28/04)

YARD, SIDE. A yard that is neither a front yard nor a rear yard. The depth (or setback) of the side yard is the minimum distance between the side lot line and the nearest part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches and decks).

ZONING LOT (Ord. 94-02, 2/8/94). A lot or parcel of land which:

1. Meets all area (lot size), frontage (width), setback (yard), and other zoning requirements applicable within the zone in which it is located;
2. Abuts upon and has direct access to a street which has been dedicated to the City or otherwise accepted by the City as a City Street;
3. Is served by the minimum level of improvements required for issuance of a building permit or for which the construction of the minimum level of improvements is secured through the posting of a performance guarantee; and
4. Is shown as a separate lot on the final plat of a subdivision or similar development, which has been approved in accordance with the applicable ordinance, or is legally exempted from compliance with said ordinance. A parcel which is part of an unapproved or illegal subdivision shall not qualify as a zoning lot.

(Amended by Ord. 2004-14 on 9/28/04; Ord. 2009-16, 10/13/09; Ord. 20011-06, 03/08/11; Ord. 2011-12, 10/25/11; Ord. 2014-11, 6/24/14; Ord. 2015-02, 02/10/15; Ord. 2015-07, 05/26/15)

AFTER AMENDMENT

3.01.110 Definitions

ACCESSORY APARTMENT. A subordinate dwelling unit within and part of a principle dwelling and which has its own cooking, sleeping and sanitation facilities.

ACCESSORY BUILDING. A detached subordinate building, the use of which is appropriate, subordinate, and customarily incidental to that of the main building or to the main use of the land and which is located on the same lot or parcel of land with the main building or use.

AGRICULTURE. The tilling of soil, the raising of crops, horticulture, the gardening, but not including the keeping or raising of domestic animals or fowl, except household pets, and not including any agricultural industry or business such as fruit packing plants, commercial egg production, or similar uses.

APIARY. Any place where one (1) or more colonies of bees are located.

AVERAGE SLOPE OF LOT. The average slope of a lot, expressed as the percent of slope, to be determined via computer modeling. AutoCAD or ESRI products are acceptable programs to be used for determining the average slope of lot; any other program must be pre-approved by the City Engineer.

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1. The area contains no territory having a natural slope of twenty (20) percent or greater;
2. The area contains no territory which is located in any identified flood plain or within any recognized inundation zone, mud flow zone or zone of deformation, or lands subject to earth slippage, landslide or rockfall;
3. The engineering properties of the soil provide adequate structural support for the intended use;
4. The area does not possess any other recognized natural condition, which renders it unsafe for building purposes;
5. The area is within the building setback envelope as determined in accordance with the setback provisions of the zone; and
6. The area is readily capable of vehicular access from the adjacent public street over a driveway having a slope of not more than twelve (12) percent with no cut or fill greater than five feet as measured at the finished grade of the centerline alignment.

BUILDING. Any structure having a roof supported by columns or walls, built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

CIVIC BUILDING. A structure owned by the City and used for governmental purposes, including administrative buildings (City Hall) fire stations, police stations, libraries, but not including shop and repair facilities.

COLONY. Bees in a hive including queens, workers, or drones.

CONDITIONAL USE. A use of land that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

CUSTOMARY RESIDENTIAL ACCESSORY STRUCTURE. A structure constructed on the same zoning lot as a dwelling and which is intended for the incidental and exclusive use of the residents of said dwelling, including but not limited to detached garages, carports, swimming pools, tennis courts, green houses, storage buildings, and satellite dishes.

DEVELOPMENT. Any change to a parcel of ground, which alters it from its natural state in any way. This includes clearing, excavation, grading, installation of any infrastructure or erection of any types of buildings.

DWELLING CLUSTER. A Group of three (3) or more single-unit detached Dwellings whose respective Buildable Areas are located no more than 400 feet from one Buildable Area to the next closest Buildable Area as measured from the midpoint of each Buildable Area.

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DWELLING, SINGLE FAMILY. A building arranged or designed to include only one (1) dwelling unit occupied by one (1) family, including extended living areas or an accessory apartment which may be approved as provided elsewhere in this Code.

FAMILY. An individual or two (2) or more persons related by blood, marriage, adoption, or guardianship; or a group of not more than four (4) persons, (excluding domestic help) who are not related, living in a dwelling unit as a single housekeeping unit and using common cooking facilities. "Family" does not exclude the care of foster children.

FENCES. A fence shall include any tangible barrier, an obstruction of any material, a line of obstacles, lattice work, screen, wall, hedge, or continuous growth of shrubs with the purpose of preventing passage or view across a boundary or lot line. (Ord. 2004-13, 9/28/04)

1. Privacy fences are structures where the field of vision through the fence is less than 50%.
2. Open-style fences are structures where the field of vision through the fence is 50% or greater.

FRONTAGE. The width of the lot or parcel of land measured at the required front setback-line.

GARAGE/CARPORT (PRIVATE). A structure for the parking or temporary storage of automobiles, but which does not involve commercial repairing or storage.

GEOLOGIC HAZARD. A hazard inherent in the surface or subsurface of the earth or artificially created, which is dangerous or potentially dangerous to life, property, or improvements, due to movement, failure, or shifting of earth.

GROUP LIVING ARRANGEMENT. A group living or congregate living arrangement where groups of more than four unrelated persons live together in a single dwelling unit, including, but not limited to, a batching apartment, **boarding house**, Congregate Living Unit, Assisted Living Facility, Nursing Care Facility, Residential Facility for Persons With a Disability, dormitory, student housing, fraternity, club, institutional group, half-way house, or similar group living or congregate living arrangement.

GUEST HOUSE. An accessory building constructed on the same zoning lot as the principle Single-Unit dwelling to be used for temporary occupancy.

HANDICRAFT PRODUCTION. Production of an individual's one-of-a-kind objects for sale on the site.

HELICOPTER. A manned aircraft in which lift, flight and landing is achieved by means of one or more power-driven horizontal propellers.

HELIPORT. An area on land or upon a building or structure set aside and used for the landing or takeoff of helicopters or other manned rotary wing aircrafts capable of vertical takeoff or landing.

HIVE. A frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural receptacle which may be used to house bees.

HOME OCCUPATION. Any gainful occupation, service, profession or similar activity conducted in a consistent and ongoing manner within a dwelling. Business activity consisting primarily of the sale of goods produced elsewhere on the premises (i.e. retail sales establishment) shall not qualify as a home occupation.

HOBBY BEEKEEPER. A person who owns or has charge of eight (8) or fewer hives of bees.

HONEYBEE. The common honeybee, *Apis mellifera* species, at any stage of development, but not including the African honeybee, *Apis mellifera scutellata* species, or any hybrid thereof.

HOUSEHOLD PETS. Animals or fowl ordinarily permitted to a residence and kept for company or pleasure, such as dogs, cats, fish and canaries. Household pets do not include inherently or potentially dangerous animals or fowl, or those normally considered agricultural livestock.

IMPERVIOUS MATERIAL. Matter that is impenetrable as by moisture.

LOT. A parcel or unit of land describable either by metes and bounds, or by other legal plat designation held or intended to be held in separate ownership or leasehold or a parcel or unit of land shown as a lot or parcel on a recorded subdivision map, or shown on a plat used in the lease or sale of land resulting from the division of a larger tract into smaller units. Lots shall be generally rectangular in nature, and shall have no more than five sides without an exception being recommended by the Planning Commission and approved by the City Council; the front of a property, located at the front right of way, does not count against this requirement.

LOT, CORNER. Shall mean a lot located at the junction of and fronting on two (2) or more intersecting streets.

MOBILE HOME. A detached dwelling designed for long-term occupancy and to be transported on its own wheels, or on a flatbed or other trailer or detachable wheels, and arriving at the site where it is to be occupied as a complete dwelling unit ready for occupancy except for connections to utilities and other minor work. Removal of such wheels or placing such dwelling unit on a foundation shall not remove such unit from classification as a mobile home. Excluded from this definition shall be those permanent dwelling structures that are constructed of component parts that are transported to the building site and which meet structural requirements of the Uniform Building Code and which are finished with exterior building material that is typical of permanent residential buildings.

NON-CONFORMING USE. A building or structure, or portion thereof, or use of a building or land which does not conform to use regulations for the district in which it is situated, but which is in conformity with said regulations, if any, at the time of its establishment.

OFF STREET PARKING. An area adjoining a building providing for the parking of automobiles which does not include a public street but has convenient access to it.

OFFICE, PROFESSIONAL. A building or space used by persons such as accountants, architects, artists, dentists, designers, engineers, lawyers, physicians, realtors, teachers, and others who, by virtue of training and for license, are qualified to perform services of a professional nature, and where storage of goods and sale of merchandise is minimal and secondary to performance of the service.

OPEN SPACE. The use of land which leaves soil generally undisturbed and upon which natural vegetation, whether or not native to the area, occupies the major visible aspect of the land.

PERMITTED USE. A use of land for which no conditional use permit is required.

PUBLIC USE. A use operated or supervised exclusively by a public body, such use having the purpose of serving the public health, safety, or general welfare, and including uses such as public schools, parks, playgrounds, and other recreational facilities, administrative and service facilities, and public utilities.

QUASI PUBLIC USE. A use operated by a private non-profit educational, religious, recreational, charitable or philanthropic institution, having the primary purpose of serving the general public, such as churches, private schools, hospitals and similar uses.

REASONABLE ACCOMMODATION. A reasonable change in any rule, policy, practice, or service necessary to afford persons with a disability equal opportunity to use and enjoy a dwelling when compared to similarly-situated persons or groups.

RECREATION, PUBLIC. Recreation facilities operated by a public agency and open to the public with or without a fee.

RESIDENCE. A dwelling unit where an individual or family is actually domiciled at a given point in time and not a place of temporary sojourn or transient visit. Temporary sojourn or transient visit shall be thirty (30) days or less.

RESIDENTIAL FACILITY FOR PERSONS WITH A DISABILITY. A residence in which no more than eight (8) unrelated persons with a disability resides and which is:

1. Licensed or certified by the Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; or
2. Licensed or certified by the Department of Human Health under Title 26, Chapter 21, Health Care Facilities Licensing and Inspection Act.

RETAINING WALL. Any structure designed to resist the lateral displacement of soil or other materials. Examples include block walls, rock walls, concrete walls and segmented walls. A retaining wall is not considered a fence.

SHORT TERM RENTAL. ~~A place of temporary sojourn or transient visit~~ Temporary lodging or place of stay that is rented (including but not limited to: hotels, motels, bed and breakfast, boarding houses, etc.): Temporary sojourn or transient visit shall be for a period of thirty (30) consecutive days or less.

SIGN. Any device for visual communication to the public displayed out-of-doors, including signs painted on exterior walls, and interior illuminated signs, to be viewed from out-of-doors, but not including a flag, badge, or ensign of any government or government agency.

STREET, PUBLIC. A thoroughfare which has been dedicated and accepted by proper public authority (or abandoned to the public) or a thoroughfare not less than twenty-four (24) feet wide which has been made public by right of use and which affords the principal means of access to abutting property.

STRUCTURE. Anything constructed, the use of which requires fixed location upon the ground, or attached to something having a fixed location upon the ground, and which creates an impervious material on or above the ground; definition includes "building."

YARD. A required space on a lot other than a court, unoccupied and unobstructed from the ground upward, by buildings, except as otherwise provided herein.

YARD, FRONT. A space between the front of the main building on a lot and the front lot line or line of an abutting street or right-of-way and extending across the full width of a lot. The depth (or setback) of the front yard is the minimum distance between the front lot line, and the front-most part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches, and decks).

YARD, REAR. A space between the back wall of the nearest main building extending the full width of the lot and the lot line that is most distant from, and is most nearly parallel with, the front lot line. If the rear lot line is less than ten feet (10') in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a ten foot (10') line parallel to the front line, lying wholly within the lot for the purpose of establishing the minimum rear yard. The depth (or setback) of the rear yard is the minimum distance between the rear lot line and the rearmost part of the primary structure of the nearest main building at the foundation level.

(Primary structure includes overhangs, porches and decks. See drawing in Appendix A). (Ord. 2004-13, 9/28/04)

YARD, SIDE. A yard that is neither a front yard nor a rear yard. The depth (or setback) of the side yard is the minimum distance between the side lot line and the nearest part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches and decks).

ZONING LOT (Ord. 94-02, 2/8/94). A lot or parcel of land which:

1. Meets all area (lot size), frontage (width), setback (yard), and other zoning requirements applicable within the zone in which it is located;
2. Abuts upon and has direct access to a street which has been dedicated to the City or otherwise accepted by the City as a City Street;
3. Is served by the minimum level of improvements required for issuance of a building permit or for which the construction of the minimum level of improvements is secured through the posting of a performance guarantee; and
4. Is shown as a separate lot on the final plat of a subdivision or similar development, which has been approved in accordance with the applicable ordinance, or is legally exempted from compliance with said ordinance. A parcel which is part of an unapproved or illegal subdivision shall not qualify as a zoning lot.

(Amended by Ord. 2004-14 on 9/28/04; Ord. 2009-16, 10/13/09; Ord. 20011-06, 03/08/11; Ord. 2011-12, 10/25/11; Ord. 2014-11, 6/24/14; Ord. 2015-02, 02/10/15; Ord. 2015-07, 05/26/15)

SECTION 2: AMENDMENT “3.02.090 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

BEFORE AMENDMENT

3.02.090 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.

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

AFTER AMENDMENT

3.02.090 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
2. **Short Term Rentals.** All types of Short Term Rentals shall be strictly prohibited.

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

SECTION 3: AMENDMENT “3.03.100 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

BEFORE AMENDMENT

3.03.100 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.

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

AFTER AMENDMENT

3.03.100 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
2. **Shorter Term Rentals.** All types of Shorter Term Rentals shall be strictly prohibited.

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

SECTION 4: **AMENDMENT** “3.04.100 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

BEFORE AMENDMENT

3.04.100 Special Provisions

- 1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.

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

AFTER AMENDMENT

3.04.100 Special Provisions

- 1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
- 2. **Short Term Rentals.** All types of Short Term Rentals shall be strictly prohibited.

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

SECTION 5: **AMENDMENT** “3.05.100 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

BEFORE AMENDMENT

3.05.100 Special Provisions

- 1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.

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

AFTER AMENDMENT

3.05.100 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
2. **Short Term Rentals.** ~~All types of Short Term Rentals shall be strictly~~ are prohibited.

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

SECTION 6: AMENDMENT “3.07.080 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

BEFORE AMENDMENT

3.07.080 Special Provisions

1. **Uses Within Buildings.** All commercial activities and storage shall be conducted entirely within a fully enclosed building, except those uses deemed by the City to be customarily and appropriately conducted in the open, including gasoline dispensing, plant nursery displays, temporarily parked automobiles in need of repair, and temporary sale of Christmas trees.
2. **Site Plan to Be Approved For All New Commercial Uses.** Prior to the establishment of a new commercial use or the construction of a new building, a site plan shall be submitted, reviewed and recommended by the Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04).
3. **Off-street Parking.** Off-street parking area which requires backing from the off-street parking space onto the street right-of-way in order to exit shall not be permitted. All ingress and egress shall be by forward motion only.

All points of ingress and egress to a commercial use or off-street parking areas shall be as shown on the site plan and shall be located not less than forty (40) feet from any intersection of public streets.

All off-street parking areas shall be hard-surfaced and shall be bordered by a curb or other barrier.

The number of required parking spaces and other particulars about the design and construction of off-street parking shall conform to the provisions of DCA 3.24.

4. **Trash Storage.** Adequate facilities for the disposal of solid waste shall be provided. All containers for the temporary storage and disposal solid waste material shall be of a size, type and quantity approved by the City shall be maintained in a location as shown on the Site Plan.
5. **Storage Containers.** The use of any portable unit, pod, or similar type of storage container is prohibited in this zone unless approved by the city.

6. **Surface Water Drainage to be Retained On-site.** All additional surface drainage generated as a result of development activity shall be disposed of on-site, as determined by the City Engineer.
7. **Height of Buildings.** The maximum height of any dwelling or other main building shall be thirty-four (34) feet, as determined in accordance with the provisions of DCA 3.21.080. (Ord. 96-15, 12/18/96).
8. **Landscaping Required.** As a means of mitigating safety hazards or adverse visual impacts all areas of the site not devoted to buildings or off street parking shall be landscaped. The landscaped area shall be not less than twenty (20) percent of the total area of the site. In addition to all other plan elements, the site plan shall contain a landscape plan showing the location, type and initial size of all planting materials and other landscape features, and the location of the proposed sprinkler system.
9. **Design of Commercial Structures.** Commercial buildings shall comply with the following architectural design criteria. (Preliminary architectural design drawings of all building elevations shall be presented to the Planning Commission for review).
 - a. The exterior of all commercial buildings shall be finished predominantly with wood and/or brick, stucco, stone or similar materials in accordance with guidelines in the Historical/Commercial/Residential Ordinance. Pitched roofs are preferred.
 - b. The architectural styles of the business district should be consistent and harmonious. The style of building design and trim should be compatible with the relatively uncomplicated rural, small town character of Alpine. Extremely irrelevant, contrived or inconsistent styles will be discouraged.
10. **Water Rights Conveyance Requirements.** Water rights shall be conveyed to the City in accordance with the provisions of DCA 3.21.070.
11. **Nuisances Prohibited.** No land or building shall be used in any manner so as to create dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, odor, or other form of air pollution; liquid or solid refuse or wastes; or other substance, condition or element in such a manner or in such an amount as to adversely affect the surrounding area or adjoining premises.
12. **Accessory Buildings.** All accessory buildings shall be located in accordance with the following (Ordinance 2002-13) (Amended by Ord. 2006-14, 9/12/06; Ord. 2010-03, 8/24/10):
 - a. Setback from main building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than ten (10) feet from the rear lot line and five (5) feet from the side lot

line, except that no minimum rear or side setback shall be required when all the following conditions are met:

- i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.
- e. **Accessory Building Height.** The maximum height of any accessory building shall be twenty (20) feet as measured from the average finished grade of the ground surface adjacent to the foundation of the structure to the top of the ridge line.
- i. **Exceptions to the Height Requirement.** Chimneys, flag poles, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height, provided that no such ancillary structure shall extend to a height in excess of fifteen (15) feet above the building.
 - ii. **Additional Accessory Building Height.** For every one (1) foot of additional height above twenty (20) feet, an additional two (2) feet of side yard and rear yard setback will be required. The maximum height of the accessory building as measured to the ridgeline shall be thirty (30) feet.

13. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

AFTER AMENDMENT

3.07.080 Special Provisions

1. **Uses Within Buildings.** All commercial activities and storage shall be conducted entirely within a fully enclosed building, except those uses deemed by the City to be customarily and appropriately conducted in the open, including gasoline dispensing, plant nursery displays, temporarily parked automobiles in need of repair, and temporary sale of Christmas trees.
2. **Site Plan to Be Approved For All New Commercial Uses.** Prior to the establishment of a new commercial use or the construction of a new building, a site plan shall be submitted, reviewed and recommended by the Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04).

3. **Off-street Parking.** Off-street parking area which requires backing from the off-street parking space onto the street right-of-way in order to exit shall not be permitted. All ingress and egress shall be by forward motion only.

All points of ingress and egress to a commercial use or off-street parking areas shall be as shown on the site plan and shall be located not less than forty (40) feet from any intersection of public streets.

All off-street parking areas shall be hard-surfaced and shall be bordered by a curb or other barrier.

The number of required parking spaces and other particulars about the design and construction of off-street parking shall conform to the provisions of DCA 3.24.

4. **Trash Storage.** Adequate facilities for the disposal of solid waste shall be provided. All containers for the temporary storage and disposal solid waste material shall be of a size, type and quantity approved by the City shall be maintained in a location as shown on the Site Plan.
5. **Storage Containers.** The use of any portable unit, pod, or similar type of storage container is prohibited in this zone unless approved by the city.
6. **Surface Water Drainage to be Retained On-site.** All additional surface drainage generated as a result of development activity shall be disposed of on-site, as determined by the City Engineer.
7. **Height of Buildings.** The maximum height of any dwelling or other main building shall be thirty-four (34) feet, as determined in accordance with the provisions of DCA 3.21.080. (Ord. 96-15, 12/18/96).
8. **Landscaping Required.** As a means of mitigating safety hazards or adverse visual impacts all areas of the site not devoted to buildings or off street parking shall be landscaped. The landscaped area shall be not less than twenty (20) percent of the total area of the site. In addition to all other plan elements, the site plan shall contain a landscape plan showing the location, type and initial size of all planting materials and other landscape features, and the location of the proposed sprinkler system.
9. **Design of Commercial Structures.** Commercial buildings shall comply with the following architectural design criteria. (Preliminary architectural design drawings of all building elevations shall be presented to the Planning Commission for review).
 - a. The exterior of all commercial buildings shall be finished predominantly with wood and/or brick, stucco, stone or similar materials in accordance with guidelines in the Historical/Commercial/Residential Ordinance. Pitched roofs are preferred.
 - b. The architectural styles of the business district should be consistent and harmonious. The style of building design and trim should be compatible with the relatively uncomplicated rural, small town character of Alpine. Extremely irrelevant, contrived or inconsistent styles will be discouraged.

10. **Water Rights Conveyance Requirements.** Water rights shall be conveyed to the City in accordance with the provisions of DCA 3.21.070.
11. **Nuisances Prohibited.** No land or building shall be used in any manner so as to create dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, odor, or other form of air pollution; liquid or solid refuse or wastes; or other substance, condition or element in such a manner or in such an amount as to adversely affect the surrounding area or adjoining premises.
12. **Accessory Buildings.** All accessory buildings shall be located in accordance with the following (Ordinance 2002-13) (Amended by Ord. 2006-14, 9/12/06; Ord. 2010-03, 8/24/10):
 - a. **Setback from main building.** Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. **Side Setback - Corner Lot, Side Abutting a Street.** Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. **Front Setback.** Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. **Side and Rear Setback - Interior Lot Line.** Accessory buildings shall be set back no less than ten (10) feet from the rear lot line and five (5) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.
 - e. **Accessory Building Height.** The maximum height of any accessory building shall be twenty (20) feet as measured from the average finished grade of the ground surface adjacent to the foundation of the structure to the top of the ridge line.
 - i. **Exceptions to the Height Requirement.** Chimneys, flag poles, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height, provided that no such ancillary structure shall extend to a height in excess of fifteen (15) feet above the building.

- ii. Additional Accessory Building Height. For every one (1) foot of additional height above twenty (20) feet, an additional two (2) feet of side yard and rear yard setback will be required. The maximum height of the accessory building as measured to the ridgeline shall be thirty (30) feet.

13. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.

14. **Short Term Rentals.** ~~All types of Short Term Rentals shall be strictly prohibited.~~

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 7: AMENDMENT “3.07.030 Conditional Uses” of the Alpine City Development Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.07.030 Conditional Uses

The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of DCA 3.10.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Hotels and motels.
4. Schools, churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to approval by the Planning Commission.
5. Civic Buildings. (Ord. 95-10, 4/25/9)
6. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05, 5/27/97)
 - a. A traffic analysis shall be provided as part of the conditional use application.
 - b. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
 - c. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.
 - d. Restaurants must comply with provisions of the sign ordinance.
 - e. Restaurants must comply with the landscaping and design provisions in the B-C zone.

- f. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
 - g. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
7. Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.
 8. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
 9. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
 - a. No sexually-oriented business shall be located within:
 - i. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
 - ii. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
 - iii. One thousand (1,000) feet of a liquor store; and
 - iv. One thousand (1,000) feet of any other sexually-oriented business.

For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

- (1) The closest property line of any school, day care facility, public park, library, and religious institution;
 - (2) The nearest property line of any residential use or residential zone;
 - (3) The nearest property line of any liquor store; and
 - (4) The closest exterior wall of another sexually-oriented business.
10. Home occupations, subject to the provisions of DCA 3.23.070 Part 3.
 11. Accessory apartments, subject to the provisions of DCA 3.23.070 Part 1.
 12. Mechanical Automotive Repair Shops
 - a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
 - b. There shall be no more than 5 automobile bays.
 - c. No automobiles shall be stored on the property for more than 14 days.
 - d. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshall, and Environmental Protection Agency.
 - e. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.

- f. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 3 parking spaces provided per bay.
 - g. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
13. Dog Kennels/Boarding Facilities
- a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
 - b. Dogs shall be kept primarily indoors, with the exception of short periods of time for the dogs to exercise, relieve themselves, go on walks, etc.
 - c. Shall have no more than twenty (20) individual dog kennel runs, with total dogs not to exceed 1.2 times the number of kennel runs.
 - d. No more than one dog shall share a kennel run without the owner's permission.
 - e. Facility shall be sound proofed, and include an indoor dog run.
 - f. Shall comply with City off-street parking requirements.
 - g. Shall provide daily disposal of all animal feces and wastes.
 - h. Shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
 - i. There shall be adequate and effective means of control of insects and rodents at all times, such control shall be carefully monitored.
 - j. Operator shall bear full responsibility for recapturing and controlling any escaped animal.
 - k. Must have an active DVM relationship to immediately treat a sick or injured animal requiring medical attention.
 - l. Facility shall be located not less than 150 from the nearest neighboring dwelling structure.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

AFTER AMENDMENT

3.07.030 Conditional Uses

The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of DCA 3.10.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
- ~~3. Hotels and motels.~~
4. Schools, churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to approval by the Planning Commission.
5. Civic Buildings. (Ord. 95-10, 4/25/9)
6. Restaurants, provided that any such facility providing drive-up window service shall also

include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05, 5/27/97)

- a. A traffic analysis shall be provided as part of the conditional use application.
 - b. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
 - c. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.
 - d. Restaurants must comply with provisions of the sign ordinance.
 - e. Restaurants must comply with the landscaping and design provisions in the B-C zone.
 - f. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
 - g. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
7. Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.
 8. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
 9. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
 - a. No sexually-oriented business shall be located within:
 - i. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
 - ii. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
 - iii. One thousand (1,000) feet of a liquor store; and
 - iv. One thousand (1,000) feet of any other sexually-oriented business.

For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

- (1) The closest property line of any school, day care facility, public park, library, and religious institution;
 - (2) The nearest property line of any residential use or residential zone;
 - (3) The nearest property line of any liquor store; and
 - (4) The closest exterior wall of another sexually-oriented business.
10. Home occupations, subject to the provisions of DCA 3.23.070 Part 3.
 11. Accessory apartments, subject to the provisions of DCA 3.23.070 Part 1.
 12. Mechanical Automotive Repair Shops

- a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
 - b. There shall be no more than 5 automobile bays.
 - c. No automobiles shall be stored on the property for more than 14 days.
 - d. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshall, and Environmental Protection Agency.
 - e. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.
 - f. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 3 parking spaces provided per bay.
 - g. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
13. Dog Kennels/Boarding Facilities
- a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
 - b. Dogs shall be kept primarily indoors, with the exception of short periods of time for the dogs to exercise, relieve themselves, go on walks, etc.
 - c. Shall have no more than twenty (20) individual dog kennel runs, with total dogs not to exceed 1.2 times the number of kennel runs.
 - d. No more than one dog shall share a kennel run without the owner's permission.
 - e. Facility shall be sound proofed, and include an indoor dog run.
 - f. Shall comply with City off-street parking requirements.
 - g. Shall provide daily disposal of all animal feces and wastes.
 - h. Shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
 - i. There shall be adequate and effective means of control of insects and rodents at all times, such control shall be carefully monitored.
 - j. Operator shall bear full responsibility for recapturing and controlling any escaped animal.
 - k. Must have an active DVM relationship to immediately treat a sick or injured animal requiring medical attention.
 - l. Facility shall be located not less than 150 from the nearest neighboring dwelling structure.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

_____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------------|------------|------------|---------------|----------------|
| Lon Lott | _____ | _____ | _____ | _____ |
| Judi Pickell | _____ | _____ | _____ | _____ |
| Carla Merrill | _____ | _____ | _____ | _____ |
| Gregory Gordon | _____ | _____ | _____ | _____ |
| Jason Thelin | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Troy Stout, Mayor, Alpine City

Charmayne G. Warnock, City
Recorder Alpine City

**ALPINE CITY
ORDINANCE 2020-2**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.01.110; 3.02.090; 3.03.100;
3.04.100; 3.05.100; AND 3.07.080 OF THE ALPINE CITY DEVELOPMENT CODE
PERTAINING TO SHORT TERM RENTALS.**

WHEREAS, The Alpine City Council has deemed it in the best interest of Alpine City to prohibit Short Term Rentals within City boundaries; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of Alpine City, in the State of Utah, as follows: The amendments to Article 3.01.110; 3.02.090; 3.03.100; 3.04.100; 3.05.100; and 3.07.080 contained in the attached document will supersede Article 3.01.110; 3.02.090; 3.03.100; 3.04.100; 3.05.100; and 3.07.080 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: **AMENDMENT** “3.01.110 Definitions” of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.01.110 Definitions

ACCESSORY APARTMENT. A subordinate dwelling unit within and part of a principle dwelling and which has its own cooking, sleeping and sanitation facilities.

ACCESSORY BUILDING. A detached subordinate building, the use of which is appropriate, subordinate, and customarily incidental to that of the main building or to the main use of the land and which is located on the same lot or parcel of land with the main building or use.

AGRICULTURE. The tilling of soil, the raising of crops, horticulture, the gardening, but not including the keeping or raising of domestic animals or fowl, except household pets, and not including any agricultural industry or business such as fruit packing plants, commercial egg production, or similar uses.

APIARY. Any place where one (1) or more colonies of bees are located.

AVERAGE SLOPE OF LOT. The average slope of a lot, expressed as the percent of slope, to be determined via computer modeling. AutoCAD or ESRI products are acceptable programs to be used for determining the average slope of lot; any other program must be pre-approved by the City Engineer.

BEEKEEPING EQUIPMENT. Anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards, and extractors.

BUILDABLE AREA. (Ord. 94-02, 2/8/94) A lot or portion thereof possessing all of the following physical characteristics:

1. The area contains no territory having a natural slope of twenty (20) percent or greater;
2. The area contains no territory which is located in any identified flood plain or within any recognized inundation zone, mud flow zone or zone of deformation, or lands subject to earth slippage, landslide or rockfall;
3. The engineering properties of the soil provide adequate structural support for the intended use;
4. The area does not possess any other recognized natural condition, which renders it unsafe for building purposes;
5. The area is within the building setback envelope as determined in accordance with the setback provisions of the zone; and
6. The area is readily capable of vehicular access from the adjacent public street over a driveway having a slope of not more than twelve (12) percent with no cut or fill greater than five feet as measured at the finished grade of the centerline alignment.

BUILDING. Any structure having a roof supported by columns or walls, built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

CIVIC BUILDING. A structure owned by the City and used for governmental purposes, including administrative buildings (City Hall) fire stations, police stations, libraries, but not including shop and repair facilities.

COLONY. Bees in a hive including queens, workers, or drones.

CONDITIONAL USE. A use of land that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

CUSTOMARY RESIDENTIAL ACCESSORY STRUCTURE. A structure constructed on the same zoning lot as a dwelling and which is intended for the incidental and exclusive use of the residents of said dwelling, including but not limited to detached garages, carports, swimming pools, tennis courts, green houses, storage buildings, and satellite dishes.

DEVELOPMENT. Any change to a parcel of ground, which alters it from its natural state in any way. This includes clearing, excavation, grading, installation of any infrastructure or erection of any types of buildings.

DWELLING CLUSTER. A Group of three (3) or more single-unit detached Dwellings whose respective Buildable Areas are located no more than 400 feet from one Buildable Area to the next closest Buildable Area as measured from the midpoint of each Buildable Area.

DWELLING UNIT. One or more rooms in a building or portion thereof designed, occupied, or intended as a residence for a family with complete and independent facilities for living, sleeping, eating, cooking, and sanitation provided within the dwelling unit. See also Dwelling, Single Family.

DWELLING, MULTIPLE-UNIT. A building arranged to be occupied by two (2) or more families, the structure having two (2) or more attached dwelling units.

DWELLING, SINGLE FAMILY. A building arranged or designed to include only one (1) dwelling unit occupied by one (1) family, including extended living areas or an accessory apartment which may be approved as provided elsewhere in this Code.

FAMILY. An individual or two (2) or more persons related by blood, marriage, adoption, or guardianship; or a group of not more than four (4) persons, (excluding domestic help) who are not related, living in a dwelling unit as a single housekeeping unit and using common cooking facilities. "Family" does not exclude the care of foster children.

FENCES. A fence shall include any tangible barrier, an obstruction of any material, a line of obstacles, lattice work, screen, wall, hedge, or continuous growth of shrubs with the purpose of preventing passage or view across a boundary or lot line. (Ord. 2004-13, 9/28/04)

1. Privacy fences are structures where the field of vision through the fence is less than 50%.
2. Open-style fences are structures where the field of vision through the fence is 50% or greater.

FRONTAGE. The width of the lot or parcel of land measured at the required front setback-line.

GARAGE/CARPORT (PRIVATE). A structure for the parking or temporary storage of automobiles, but which does not involve commercial repairing or storage.

GEOLOGIC HAZARD. A hazard inherent in the surface or subsurface of the earth or artificially created, which is dangerous or potentially dangerous to life, property, or improvements, due to movement, failure, or shifting of earth.

GROUP LIVING ARRANGEMENT. A group living or congregate living arrangement where groups of more than four unrelated persons live together in a single dwelling unit, including, but not limited to, a batching apartment, , Congregate Living Unit, Assisted Living Facility, Nursing Care Facility, Residential Facility for Persons With a Disability, dormitory, student housing, fraternity, club, institutional group, half-way house, or similar group living or congregate living arrangement.

GUEST HOUSE. An accessory building constructed on the same zoning lot as the principle Single-Unit dwelling to be used for temporary occupancy.

HANDICRAFT PRODUCTION. Production of an individual's one-of-a-kind objects for sale on the site.

HELICOPTER. A manned aircraft in which lift, flight and landing is achieved by means of one or more power-driven horizontal propellers.

HELIPORT. An area on land or upon a building or structure set aside and used for the landing or takeoff of helicopters or other manned rotary wing aircrafts capable of vertical takeoff or landing.

HIVE. A frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural receptacle which may be used to house bees.

HOME OCCUPATION. Any gainful occupation, service, profession or similar activity conducted in a consistent and ongoing manner within a dwelling. Business activity consisting primarily of the sale of goods produced elsewhere on the premises (i.e. retail sales establishment) shall not qualify as a home occupation.

HOBBY BEEKEEPER. A person who owns or has charge of eight (8) or fewer hives of bees.

HONEYBEE. The common honeybee, *Apis mellifera* species, at any stage of development, but not including the African honeybee, *Apis mellifera scutellata* species, or any hybrid thereof.

HOUSEHOLD PETS. Animals or fowl ordinarily permitted to a residence and kept for company or pleasure, such as dogs, cats, fish and canaries. Household pets do not include inherently or potentially dangerous animals or fowl, or those normally considered agricultural livestock.

IMPERVIOUS MATERIAL. Matter that is impenetrable as by moisture.

LOT. A parcel or unit of land describable either by metes and bounds, or by other legal plat designation held or intended to be held in separate ownership or leasehold or a parcel or unit of land shown as a lot or parcel on a recorded subdivision map, or shown on a plat used in the lease or sale of land resulting from the division of a larger tract into smaller units. Lots shall be generally rectangular in nature, and shall have no more than five sides without an exception being recommended by the Planning Commission and approved by the City Council; the front of a property, located at the front right of way, does not count against this requirement.

LOT, CORNER. Shall mean a lot located at the junction of and fronting on two (2) or more intersecting streets.

MOBILE HOME. A detached dwelling designed for long-term occupancy and to be transported on its own wheels, or on a flatbed or other trailer or detachable wheels, and arriving at the site where it is to be occupied as a complete dwelling unit ready for occupancy except for connections to utilities and other minor work. Removal of such wheels or placing such dwelling unit on a foundation shall not remove such unit from classification as a mobile home. Excluded from this definition shall be those permanent dwelling structures that are constructed of component parts that are transported to the building site and which meet structural requirements of the Uniform Building Code and which are finished with exterior building material that is typical of permanent residential buildings.

NON-CONFORMING USE. A building or structure, or portion thereof, or use of a building or land which does not conform to use regulations for the district in which it is situated, but which is in conformity with said regulations, if any, at the time of its establishment.

OFF STREET PARKING. An area adjoining a building providing for the parking of automobiles which does not include a public street but has convenient access to it.

OFFICE, PROFESSIONAL. A building or space used by persons such as accountants, architects, artists, dentists, designers, engineers, lawyers, physicians, realtors, teachers, and others who, by virtue of training and for license, are qualified to perform services of a professional nature, and where storage of goods and sale of merchandise is minimal and secondary to performance of the service.

OPEN SPACE. The use of land which leaves soil generally undisturbed and upon which natural vegetation, whether or not native to the area, occupies the major visible aspect of the land.

PERMITTED USE. A use of land for which no conditional use permit is required.

PUBLIC USE. A use operated or supervised exclusively by a public body, such use having the purpose of serving the public health, safety, or general welfare, and including uses such as public schools, parks, playgrounds, and other recreational facilities, administrative and service facilities, and public utilities.

QUASI PUBLIC USE. A use operated by a private non-profit educational, religious, recreational, charitable or philanthropic institution, having the primary purpose of serving the general public, such as churches, private schools, hospitals and similar uses.

REASONABLE ACCOMMODATION. A reasonable change in any rule, policy, practice, or service necessary to afford persons with a disability equal opportunity to use and enjoy a dwelling when compared to similarly-situated persons or groups.

RECREATION, PUBLIC. Recreation facilities operated by a public agency and open to the public with or without a fee.

RESIDENCE. A dwelling unit where an individual or family is actually domiciled at a given point in time and not a place of temporary sojourn or transient visit. Temporary sojourn or transient visit shall be thirty (30) days or less.

RESIDENTIAL FACILITY FOR PERSONS WITH A DISABILITY. A residence in which no more than eight (8) unrelated persons with a disability resides and which is:

1. Licensed or certified by the Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; or
2. Licensed or certified by the Department of Human Health under Title 26, Chapter 21, Health Care Facilities Licensing and Inspection Act.

RETAINING WALL. Any structure designed to resist the lateral displacement of soil or other materials. Examples include block walls, rock walls, concrete walls and segmented walls. A retaining wall is not considered a fence.

SHORT TERM RENTAL. Temporary lodging or place of stay that is rented (including but not limited to: hotels, motels, bed and breakfast, boarding houses, etc.) for a period of thirty (30) consecutive days or less.

SIGN. Any device for visual communication to the public displayed out-of-doors, including signs painted on exterior walls, and interior illuminated signs, to be viewed from out-of-doors, but not including a flag, badge, or ensign of any government or government agency.

STREET, PUBLIC. A thoroughfare which has been dedicated and accepted by proper public authority (or abandoned to the public) or a thoroughfare not less than twenty-four (24) feet wide which has been made public by right of use and which affords the principal means of access to abutting property.

STRUCTURE. Anything constructed, the use of which requires fixed location upon the ground, or attached to something having a fixed location upon the ground, and which creates an impervious material on or above the ground; definition includes "building."

YARD. A required space on a lot other than a court, unoccupied and unobstructed from the ground upward, by buildings, except as otherwise provided herein.

YARD, FRONT. A space between the front of the main building on a lot and the front lot line or line of an abutting street or right-of-way and extending across the full width of a lot. The depth (or setback) of the front yard is the minimum distance between the front lot line, and the front-most part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches, and decks).

YARD, REAR. A space between the back wall of the nearest main building extending the full width of the lot and the lot line that is most distant from, and is most nearly parallel with, the front lot line. If the rear lot line is less than ten feet (10') in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a ten foot (10') line parallel to the front line, lying wholly within the lot for the purpose of establishing the minimum rear yard. The depth (or setback) of the rear yard is the minimum distance between the rear lot line and the rearmost part of the primary structure of the nearest main building at the foundation level.

(Primary structure includes overhangs, porches and decks. See drawing in Appendix A). (Ord. 2004-13, 9/28/04)

YARD, SIDE. A yard that is neither a front yard nor a rear yard. The depth (or setback) of the side yard is the minimum distance between the side lot line and the nearest part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches and decks).

ZONING LOT (Ord. 94-02, 2/8/94). A lot or parcel of land which:

1. Meets all area (lot size), frontage (width), setback (yard), and other zoning requirements applicable within the zone in which it is located;
2. Abuts upon and has direct access to a street which has been dedicated to the City or otherwise accepted by the City as a City Street;
3. Is served by the minimum level of improvements required for issuance of a building permit or for which the construction of the minimum level of improvements is secured through the posting of a performance guarantee; and
4. Is shown as a separate lot on the final plat of a subdivision or similar development, which has been approved in accordance with the applicable ordinance, or is legally exempted from compliance with said ordinance. A parcel which is part of an unapproved or illegal subdivision shall not qualify as a zoning lot.

(Amended by Ord. 2004-14 on 9/28/04; Ord. 2009-16, 10/13/09; Ord. 20011-06, 03/08/11; Ord. 2011-12, 10/25/11; Ord. 2014-11, 6/24/14; Ord. 2015-02, 02/10/15; Ord. 2015-07, 05/26/15)

SECTION 2: **AMENDMENT** "3.02.090 Special Provisions" of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.02.090 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
2. **Short Term Rentals.** Short Term Rentals are prohibited.

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

SECTION 3: **AMENDMENT** “3.03.100 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.03.100 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
2. **Shorter Term Rentals.** Short Term Rentals are prohibited.

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

SECTION 4: **AMENDMENT** “3.04.100 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.04.100 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.
2. **Short Term Rentals.** Short Term Rentals are prohibited.

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

SECTION 5: **AMENDMENT** “3.05.100 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.05.100 Special Provisions

1. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.

2. **Short Term Rentals.** Short Term Rentals are prohibited.

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

SECTION 6: AMENDMENT “3.07.080 Special Provisions” of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.07.080 Special Provisions

1. **Uses Within Buildings.** All commercial activities and storage shall be conducted entirely within a fully enclosed building, except those uses deemed by the City to be customarily and appropriately conducted in the open, including gasoline dispensing, plant nursery displays, temporarily parked automobiles in need of repair, and temporary sale of Christmas trees.
2. **Site Plan to Be Approved For All New Commercial Uses.** Prior to the establishment of a new commercial use or the construction of a new building, a site plan shall be submitted, reviewed and recommended by the Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04).
3. **Off-street Parking.** Off-street parking area which requires backing from the off-street parking space onto the street right-of-way in order to exit shall not be permitted. All ingress and egress shall be by forward motion only.

All points of ingress and egress to a commercial use or off-street parking areas shall be as shown on the site plan and shall be located not less than forty (40) feet from any intersection of public streets.

All off-street parking areas shall be hard-surfaced and shall be bordered by a curb or other barrier.

The number of required parking spaces and other particulars about the design and construction of off-street parking shall conform to the provisions of DCA 3.24.

4. **Trash Storage.** Adequate facilities for the disposal of solid waste shall be provided. All containers for the temporary storage and disposal solid waste material shall be of a size, type and quantity approved by the City shall be maintained in a location as shown on the Site Plan.
5. **Storage Containers.** The use of any portable unit, pod, or similar type of storage container is prohibited in this zone unless approved by the city.

6. **Surface Water Drainage to be Retained On-site.** All additional surface drainage generated as a result of development activity shall be disposed of on-site, as determined by the City Engineer.
7. **Height of Buildings.** The maximum height of any dwelling or other main building shall be thirty-four (34) feet, as determined in accordance with the provisions of DCA 3.21.080. (Ord. 96-15, 12/18/96).
8. **Landscaping Required.** As a means of mitigating safety hazards or adverse visual impacts all areas of the site not devoted to buildings or off street parking shall be landscaped. The landscaped area shall be not less than twenty (20) percent of the total area of the site. In addition to all other plan elements, the site plan shall contain a landscape plan showing the location, type and initial size of all planting materials and other landscape features, and the location of the proposed sprinkler system.
9. **Design of Commercial Structures.** Commercial buildings shall comply with the following architectural design criteria. (Preliminary architectural design drawings of all building elevations shall be presented to the Planning Commission for review).
 - a. The exterior of all commercial buildings shall be finished predominantly with wood and/or brick, stucco, stone or similar materials in accordance with guidelines in the Historical/Commercial/Residential Ordinance. Pitched roofs are preferred.
 - b. The architectural styles of the business district should be consistent and harmonious. The style of building design and trim should be compatible with the relatively uncomplicated rural, small town character of Alpine. Extremely irrelevant, contrived or inconsistent styles will be discouraged.
10. **Water Rights Conveyance Requirements.** Water rights shall be conveyed to the City in accordance with the provisions of DCA 3.21.070.
11. **Nuisances Prohibited.** No land or building shall be used in any manner so as to create dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, odor, or other form of air pollution; liquid or solid refuse or wastes; or other substance, condition or element in such a manner or in such an amount as to adversely affect the surrounding area or adjoining premises.
12. **Accessory Buildings.** All accessory buildings shall be located in accordance with the following (Ordinance 2002-13) (Amended by Ord. 2006-14, 9/12/06; Ord. 2010-03, 8/24/10):
 - a. Setback from main building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than ten (10) feet from the rear lot line and five (5) feet from the side lot

line, except that no minimum rear or side setback shall be required when all the following conditions are met:

- i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.
- e. Accessory Building Height. The maximum height of any accessory building shall be twenty (20) feet as measured from the average finished grade of the ground surface adjacent to the foundation of the structure to the top of the ridge line.
- i. Exceptions to the Height Requirement. Chimneys, flag poles, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height, provided that no such ancillary structure shall extend to a height in excess of fifteen (15) feet above the building.
 - ii. Additional Accessory Building Height. For every one (1) foot of additional height above twenty (20) feet, an additional two (2) feet of side yard and rear yard setback will be required. The maximum height of the accessory building as measured to the ridgeline shall be thirty (30) feet.

13. **Heliports.** The installation of a heliport for the use of a helicopter or other manned rotary wing aircrafts capable of vertical takeoff or landing is prohibited.

14. **Short Term Rentals.** Short Term Rentals are prohibited.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

SECTION 7: AMENDMENT “3.07.030 Conditional Uses” of the Alpine City Development Code is hereby *amended* as follows:

A M E N D M E N T

3.07.030 Conditional Uses

The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of DCA 3.10.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Schools, churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to approval by the Planning Commission.
4. Civic Buildings. (Ord. 95-10, 4/25/9)
5. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05, 5/27/97)
 - a. A traffic analysis shall be provided as part of the conditional use application.
 - b. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
 - c. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.
 - d. Restaurants must comply with provisions of the sign ordinance.
 - e. Restaurants must comply with the landscaping and design provisions in the B-C zone.
 - f. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
 - g. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
6. Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.
7. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
8. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
 - a. No sexually-oriented business shall be located within:
 - i. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
 - ii. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
 - iii. One thousand (1,000) feet of a liquor store; and
 - iv. One thousand (1,000) feet of any other sexually-oriented business.

For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

- (1) The closest property line of any school, day care facility, public park, library, and religious institution;

- (2) The nearest property line of any residential use or residential zone;
 - (3) The nearest property line of any liquor store; and
 - (4) The closest exterior wall of another sexually-oriented business.
- 9. Home occupations, subject to the provisions of DCA 3.23.070 Part 3.
- 10. Accessory apartments, subject to the provisions of DCA 3.23.070 Part 1.
- 11. Mechanical Automotive Repair Shops
 - a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
 - b. There shall be no more than 5 automobile bays.
 - c. No automobiles shall be stored on the property for more than 14 days.
 - d. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshall, and Environmental Protection Agency.
 - e. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.
 - f. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 3 parking spaces provided per bay.
 - g. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
- 12. Dog Kennels/Boarding Facilities
 - a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
 - b. Dogs shall be kept primarily indoors, with the exception of short periods of time for the dogs to exercise, relieve themselves, go on walks, etc.
 - c. Shall have no more than twenty (20) individual dog kennel runs, with total dogs not to exceed 1.2 times the number of kennel runs.
 - d. No more than one dog shall share a kennel run without the owner's permission.
 - e. Facility shall be sound proofed, and include an indoor dog run.
 - f. Shall comply with City off-street parking requirements.
 - g. Shall provide daily disposal of all animal feces and wastes.
 - h. Shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
 - i. There shall be adequate and effective means of control of insects and rodents at all times, such control shall be carefully monitored.
 - j. Operator shall bear full responsibility for recapturing and controlling any escaped animal.
 - k. Must have an active DVM relationship to immediately treat a sick or injured animal requiring medical attention.
 - l. Facility shall be located not less than 150 from the nearest neighboring dwelling structure.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

_____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------------|------------|------------|---------------|----------------|
| Lon Lott | _____ | _____ | _____ | _____ |
| Judi Pickell | _____ | _____ | _____ | _____ |
| Carla Merrill | _____ | _____ | _____ | _____ |
| Gregory Gordon | _____ | _____ | _____ | _____ |
| Jason Thelin | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Troy Stout, Mayor, Alpine City

Charmayne G. Warnock, City
Recorder Alpine City